

#### INDIAN INSTITUTE OF TECHNOLOGY BOMBAY

#### MATERIALS MANAGEMENT DIVISION

Powai, Mumbai - 400076

17/11/2022

#### Corrigendum - IV

#### Shake Table with Servo Hydraulic Acutator

#### RFx No. 6100001170 (Reference No. 1000027131)

Due to some technical issues on our SRM portal (e-procurement), all the interested bidders are requested to submit offline bids in two bid system, **including those who have already submitted their responses on SRM portal of IIT Bombay** 

#### Two Bid System:

The two-bid system will be followed for this tender. In this system bidder must submit offer in separate sealed envelope as - Technical Bid and Commercial Bid.

Separate envelopes for technical bid and commercial bid should be clearly marked as "Envelope No. 01-Technical Bid" and "Envelope No.02 - Commercial Bid".

Both these sealed covers are to be put in a bigger cover which should also be sealed and dully superscribed with our Tender No. & Due Date and the hard copy of the response has to be submitted at "Materials Management Division, Gr. Floor, Main Bldg., IIT Bombay, Powai, Mumbai, Maharashtra, India, PIN code – 400076", on or before 08.12.2022 at 13:00 IST.

Note: The technical offer should not contain any price information. If the price information is submitted in technical bid the tender will be summarily rejected. Commercial Bid should only be in the attached format in a separate envelope.

Initially Technical Bids will be opened and evaluated by the purchase committee. Commercial bids of only Technical qualified bidders will be opened later.

The Bidder has to submit following documents in "Envelope No. 01- Technical Bid"

1 Annexure I,II,III & IV

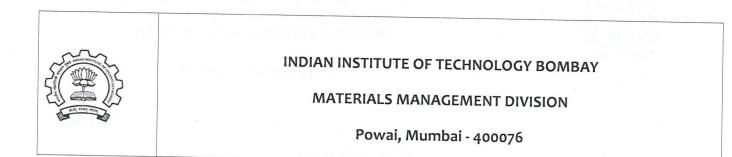
2 Under Taking for Bid security

3 Previous supply order details

**4** Integrity Pact

The Bidder has to submit following document in "Envelope No. 02- Commercial Bid"

1 Price Bid



Sr. No.	Parameter	Parameter Previous Clause	
1.	Bid submission End Date/Date & Time of submission	21.11.2022 at 13.00	08.12.2022 at 13.00
2.	Bid Opening Date & Time	21.11.2022 at 15.00	08.12.2022 at 15.00

Assistant Registrar

Materials Management Division



#### **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: \_\_\_\_\_



# **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. Compliance(Yes/No)	
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. Compliance(Yes/No)	
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:\_\_\_\_\_



# 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)



#### 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 :
<ol> <li>Country of Origin of Goods being offered:</li> <li>We hereby declare that items offered has% local content.</li> </ol>

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)

# <u>Format 1</u>

#### UNDERTAKING FOR BID SECURITY

(To be issued by the bidder on company's letter in lieu of EMD)

To, The Registrar IIT Bombay Mumbai - 400076

We, M/s .....(name of the firm) , with ref. to RFx No. ......dtd. ......dtd. .....

1) We accept all the terms and conditions of the tender document.

2) We accept that, we will not modify our bid during the bid validity period, submit performance guarantee within the stipulated period and honour the contract after award of contract.

3) In the event of any modification to our bid by us or failure on our part to honour the contract after final award or failure to submit performance guarantee, our firm may be debarred from participation in any tender/contract notified by Indian Institute of Technology, Bombay for a period of one year.

Yours faithfully, (Signature with date and seal)

#### Format 2

#### 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. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

#### LETTER OF GUARANTEE

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

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.

#### Notwithstanding anything contained herein:

- 2. This Bank Guarantee shall be valid up to .....(date) and

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:

# Format 3

#### **Previous Supply Order Details**

# 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	from the Purchaser/	Contact Person along with Telephone No., Fax No. and e-mail address.

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

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

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

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

"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.

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:

#### 1. 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, favor 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.

# 3. 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 for bearing 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. SECURITY DEPOSIT /PERFORMANCE GUARANTEE :

# 5.1 Performance Guarantee Bond is mandatory.

**5.2** Successful tenderer/ bidder should submit performance guarantee as prescribed above to be sent to Additional Registrar, Materials management Division, IIT Bombay along with order acknowledgement. The PBG 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**.

# **5.3** The Performance Guarantee should be established in favour of **"The Registrar, IIT Bombay".**

**5.4** 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 cooperative banks will not be accepted.

**5.5** 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.

**5.6** 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.

5.7 The PBG shall be kept valid during the period of contract and shall continue to be

enforceable for a period of Two year or up to warranty period whichever is later from the date of order acknowledge. In case PBG needs extensions up to extension period then supplier shall initiate extensions to PBG one month prior to expiry of PBG.
5.8 For successful suppliers, if PBG is not submitted along with Order Acknowledgement, then the Purchase Order will be cancelled.
5.9 No interest shall be payable by the buyer to the Bidder on PBG.

# 6. Sanctions for Violations

6.1 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.

6.2 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.

6.3 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.

# 7. Fall Clause

7.1 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.

# 8. Independent monitors

8.1 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).

8.2 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.

8.3 The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.

8.4 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.

8.5 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.

8.6 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.

8.7 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.

8.8 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.

# 9. Facilitation of Investigation

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.

# 10. Law and Place of Jurisdiction

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

# 11. Other Legal Actions

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.

# 12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 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.

12.2 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.

The Parties hereby sign this Integrity Pact.

BUYER

Additional Registrar (MMD), IIT Bombay

Date & Place:

Witness

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

(Indenter)

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

Signature with seal

BIDDER

Date & Place:

Witness

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

2.



# INDIAN INSTITUTE OF TECHNOLOGY BOMBAY

Purchase Requisition Number: 1000027131

Section - PRICE BID

Tender (RFX) No.: 6100001170

Due Date & Time: 08.12.2022 13:00:00 IST

Sr. No.	Description of Item & Specification	HSN/SAC Code	Quantity in Units	*IGST %	Price Basis FOB/FCA	Total Bid Price
10	Shake Table with Servo Hydraulic Acutator		1 each			
#HSN ( 1. Deliv 2. Term	<ul> <li>I Total:</li> <li>Code: Harmonised System of Nomenclature Code no. and #SAC Code: Service Accounting Codes Code no. ery Period</li></ul>		ance 10% will be p	aid by wire transf	er after satisfactory	
5. Near	e of Shipment : est Port of Shipment (FOB//FCA) :nearest International Airport/Sea Port of Shipment (FOB/FCA)nearest International Airport/Sea Port					



# INDIAN INSTITUTE OF TECHNOLOGY BOMBAY

Purchase Requisition Number: 1000027131

For Import Supplies – 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 research. 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 guoted in Indian currency.

	Signature :
	Name :
	Company Name & Address :
	Affix Rubber Stamp :
lace: late: l <b>ote: Price Bid should be submitted in given format only</b> . For additional information/extra items above format may be typed and used.	