Sealed Tenders are invited by the Indian Institute of Technology Bombay from reputed manufacturers / suppliers for the supply of the following item:

### Tender Details

<table>
<thead>
<tr>
<th>Tender Number:</th>
<th>201402451</th>
<th>Tender Date:</th>
<th>03-Mar-2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender Type:</td>
<td>Open (Adv.)</td>
<td>Form of Contract:</td>
<td>Buy</td>
</tr>
<tr>
<td>No. of Covers:</td>
<td>2</td>
<td>Tender Category:</td>
<td>Goods</td>
</tr>
</tbody>
</table>

### Payment Instruments

- **Payment Mode:** Offline
- **Instrument Type:** As per Tender Document

### Covers Information

<table>
<thead>
<tr>
<th>Cover No.</th>
<th>Cover Type</th>
<th>Description</th>
<th>Document Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Technical</td>
<td>Tender Document, Tender Fee, EMD, Technical Specification</td>
<td>.pdf</td>
</tr>
<tr>
<td>2</td>
<td>Finance</td>
<td>Financial Bid</td>
<td>.pdf</td>
</tr>
</tbody>
</table>

Tender should be submitted on the schedule with your covering letter in the enclosed form duly signed. Your quotation must be submitted in two envelopes Technical Bid and Commercial Bid superscribing on both the envelopes the tender no. and the due date and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed with our Tender No. & Due Date.

### Tender Fee Details (in the form of Demand Draft)

- **Tender Fee (INR):** 500.0
- **Payable to:** The Registrar, IIT Bombay
- **Payable at:** Mumbai

### EMD Fee Details (in the form of Bank Guarantee)

- **EMD Fee (INR):** 120000.0
- **Payable to:** The Registrar, IIT Bombay
- **EMD Fee Type:** Fixed
- **Payable at:** Mumbai

### Item Details

<table>
<thead>
<tr>
<th>Item Name</th>
<th>Item Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3D Rendering, Image analysis &amp; Deconvolution software with accompanying hardware</td>
<td>Details as per attached technical specifications.</td>
</tr>
</tbody>
</table>

### Critical Dates

- **Bid Submission End Date & Date & Time of Submission:** 27-Mar-2015 01:00 PM
- **Bid Opening Date & Time:** 27-Mar-2015 03:00 PM

### Other Terms & Conditions:
If price is not quoted in PRICE BID as provided in tender document then, IIT Bombay will reject bid along with forfeiting Earnest Money Deposit.

**Warranty:** Warranty as per mentioned in Technical Specification

---

### Technical Clarification

<table>
<thead>
<tr>
<th>Name</th>
<th>Dr Prakriti Tayalia</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept</td>
<td>Dept of Bio Science and Bio Engg</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:prakriti@iitb.ac.in">prakriti@iitb.ac.in</a></td>
</tr>
<tr>
<td>Contact No.</td>
<td>25767797</td>
</tr>
</tbody>
</table>

---

### Tender Inviting Authority

<table>
<thead>
<tr>
<th>Name</th>
<th>Deputy Registrar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Materials Management Division, IIT Bombay, Powai, Mumbai - 400 076</td>
</tr>
</tbody>
</table>

Date: 04-MAR-2015

**Signing Authority:** Deputy Registrar (MM)
I) GENERAL:

1. Indian Institute of Technology Bombay hereinafter is referred as “BUYER” and Tenderer is referred as “BIDDER”, hereby invites tenders from suppliers confirming specifications of tender documents.

2. As per Govt. of India Notification no. 51/96-Custom dtd. 23rd July 1996, IIT Bombay is exempted from Custom duty 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.

3. The leaflets catalogue, etc. should be sent invariably so that a proper evaluation of the equipment offered is possible.

4. Please also mention the pre-installation requirements for the equipment like ambient temperature, humidity, weather specifications, power specifications, etc. When items are provided full performance satisfaction should be demonstrated.

5. It is stipulated that insurance will be through New India Assurance Co. Limited as per Government of India Regulations.

6. For supply of items of short shipments, intimation is to be given before dispatching the same.

II) SUBMISSION OF OFFER:

1. The Quotation MUST BE ENCLOSED IN A SEALED COVER superscribing Tender number / due date & should reach the undersigned on or before due date mentioned in the tender notice. If the quotation cover is not sealed, it will be rejected.

2. PRICE BID MUST BE SUBMITTED IN ENCLOSED PRICE BID FORMAT ONLY.

3. Tender should be dropped in the tender box kept in the office of concerned Department / Section or to Indenter. No tender is 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.

4. Quoting of Price(s) : Price quoted should be in FOB/FCA basis only.

5. Quantity : The quantity shown in the tender can be increased or decreased to any extent depending upon the actual requirement.

6. Other Govt. Taxes : As and when applicable, Custom Duty (CD), Octroi charges, other taxes, levies, etc., are to be indicated separately.

7. Delivery : 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. The BIDDER shall indicate the best and shortest possible delivery period for the supply of the complete machines/equipment from the date of placement of order. A bar chart indicating various activities from the placement of order to commissioning of the machine shall be furnished.

8. Indian Agent should submit the certificate from the Foreign Principal that they are the Authorized & Registered Indian Agent.

9. Optional items should be quoted in separate sheet otherwise your quote will be rejected.

III) SUPPLEMENTARY /MODIFIED OFFER: Tender submitted against Notice Inviting Tender shall not be returned in case the tender opening date is extended/postponed. 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. IIT Bombay reserves the right to open the original offer along with the revised offer.
IV) CANCELLATION OF TENDER: Not withstanding 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.
   d) To give purchase preference to Public Sector undertakings whenever applicable as per Govt. Policy/ Guidelines.

V) TERMS OF PAYMENT : 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).

VI) VALIDITY OF THE OFFER : 180 Days from the date of submission of offer.

VII) EVALUATION OF OFFER:
   1. IIT Bombay evaluate technical and commercial acceptable offers on landed net Price basis.
   2. Offer which deviates from the vital conditions (as illustrates below) of the tender shall be rejected:
      a) Non submission of complete offers.
      b) Receipt of offers after due date and time and or by email / fax (unless specified otherwise).
      c) Receipt of offers in open conditions.
   3. In case any BIDDER is silent on any clauses mentioned in this tender documents, IIT Bombay shall construe that the BIDDER had accepted the clauses as per the invitation to tender.
   4. 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.
   5. In case of two bid system the date and time of Price Bid shall be intimated to technically qualifying bidders only.

VIII) PACKING: The suppliers shall be responsible for the material being properly packed for the transport by Rail/Road/Air/Sea (as the case may be) so as to ensure there being free from lost or damage or arrival at destinations.

IX) SUPERVISION OF ERECTION, COMMISSIONING & INSTALLATION: Successful BIDDER shall depute concerned specialist, for supervision of erection & commissioning of the machine to be carried out as and when necessary. 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 training to IIT Bombay personnel.

X) LIQUIDATED DAMAGES: 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 5% of total purchase order value.

XI) TRAINING: The BIDDER shall submit training proposal for the operation and maintenance to the personnel of IIT Bombay on the offered machine.

XII) LEGAL MATTER: All Domestic and International disputes are subject to Mumbai Jurisdiction Only.
1. Earnest Money Deposit

1.1 While submitting bid, the BIDDER shall deposit an amount mentioned in tender document as Earnest Money, with the IIT Bombay through the following instruments:

   (i) A confirmed Bank Guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the IIT Bombay shall be treated as conclusive proof of payment.

1.2 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, including warranty period, whichever is later.

1.3 In case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for 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.

1.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.

1.5 In case of successful BIDDER, EMD will be returned within 30 days from the date of submission of Performance Guarantee Bond.
LETTER OF GUARANTEE

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

IN ACCORDANCE WITH YOUR TENDER for supply of ........................................, M/s. .................................... (hereinafter called the “Bidder”) having its Registered Office at ........................................, wish to participate in the said bid for the supply .............................................................. as an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of Rs. ....................................................... (Rupees....................................................... ) valid up to ......... (180 days from the date of issue of Bank Guarantee), is required to be submitted by the bidder as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the Purchaser on (1) the withdrawal or revision of the offer by the bidder within the validity period, (2) Non acceptance of the Letter of Indent / Purchase order by the Bidder when issued within the validity period, (3) failure to execute the contract as per contractual terms and condition with in the contractual delivery period and (4) on the happening of any contingencies mentioned in the bid documents.

During the validity of this Bank Guarantee :
We, ..................................(Bank name) having its registered Office at ..................................guarantee and undertake to pay immediately on first demand by .............................................. the amount of Rs.............. (Rupees......................) without any reservation, protest, demur and recourse. Any such demand made by the IIT Bombay shall be conclusive and recourse. Any such demand made by the purchaser shall be binding on the Bank irrespective of any dispute or difference raised by the Bidder.

The Guarantee shall be irrevocable and shall remain valid up to ..............(180 days from the date of issue of Bank Guarantee) If any further extension is required, the same shall be extended to such required period on receiving instruction form the Bidder, on whose behalf the is Guarantee is issued.

Notwithstanding anything contained herein :
* Our liability under this Bank Guarantee shall not exceed Rs.............. (Rupees......................) .
* This Guarantee shall be valid up to .......................................................(date).
* We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee Only and only if you serve upon us a written claim 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.
1. SECURITY DEPOSIT /PERFORMANCE GUARANTEE :

1.1 Performance Guarantee Bond is mandatory.

1.2 Successful tenderer/ bidder should submit performance guarantee as prescribed above to be received in the office of Deputy Registrar, Materials Management Division on or before 30 days from the date of issue of order acknowledgment. The performance guarantee bond to be furnished in the form of Bank Guarantee as per proforma or annexure of the tender documents, for an amount covering 5% of the purchase order value.

1.3 The Performance Guarantee should be established in favour of “REGISTRAR IIT Bombay” through any Bank Situated at Mumbai or Outstation with a clause to enforced the same on their local branch at Mumbai.

1.4 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 and conditions of acceptance to tender.

1.5 The successful tenderer is entirely responsible for due performance of the contract in all respects according to the speed, intent and meaning of the terms and conditions and specification and all other documents referred to in the acceptance of tender.

1.6 The performance guarantee bond shall be kept valid during the period of contract and shall continue to be enforceable for a period of one year or upto warranty period whichever is later from the date of order acknowledgment.
FORM 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 (OTHER THAN NATIONALISED BANK) SITUATED AT MUMBAI. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

To,
Registrar,
Indian Institute of Technology,
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 30 (Thirty) days from the date of Order Acknowlegement 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.
Indian Institute of Technology Bombay

PRICE BID

for Imported Supplies

Reference/Tender No:- 201402451

Due Date:- 27-Mar-2015 01:00 PM

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Short Description of Item &amp; Specification</th>
<th>Qty in units</th>
<th>Price Basis FOB/FCA</th>
<th>Total Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3D Rendering, Image analysis &amp; Deconvolution software with accompanying hardware Details as per attached technical specifications.</td>
<td>1 no.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Delivery Period : ....................... days

Terms of payment:
(a) 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.
(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 : ....................... 

Signature : ....................................................................................................
Name : ...........................................................................................................
Business Address : ...........................................................................................
Affix Rubber Stamp : ....................................................................................... 

Place: 
Date: 

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