



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

<b>Tender Details</b>			
Tender Number: <b>201501799</b>		Tender Date: <b>12-Feb-2016</b>	
Tender Type: <b>Open (Advt.)</b>		Form of Contract: <b>Buy</b>	
No. of Covers: <b>2</b>		Tender Category: <b>Goods</b>	
<b>Payment Instruments</b>			
Payment Mode <b>Offline</b>		Instrument Type: <b>As per Tender Document</b>	
<b>Covers Information</b>			
Cover No.	Cover Type	Description	Document Type
1	Technical	Tender Document, Tender Fee, EMD, Integrity Pact, Technical Specification	.pdf
2	Finance	Financial Bid	.pdf
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			
<b>Tender Fee Details (in the form of Demand Draft)</b>			
Tender Fee(INR): <b>500.0</b>		Payable to: <b>The Registrar, IIT Bombay</b>	Payable at: <b>Mumbai</b>
<b>EMD Fee Details (in the form of Bank Guarantee)</b>			
EMD Fee(INR): <b>1010000.0</b>		Payable to: <b>The Registrar, IIT Bombay</b>	
EMD Fee Type : <b>Fixed</b>		Payable at: <b>Mumbai</b>	
<b>Item Details</b>			
Item Name	Item Description		
3D Laser lithography system	As per attached details		
Laser	As per attached details		
Stages	As per attached details		
Microscope	As per attached details		
Camera	As per attached details		
Objectives	As per attached details		
Sample holders	As per attached details		
Photoresists	As per attached details		
Working desk:	As per attached details		
Imported (Newport or Thorlabs or equivalent) Active Vibration Isolation table	As per attached details		
Safety goggles and power meter	As per attached details		



Computer system	As per attached details		
Software	As per attached details		
Online UPS	As per attached details		
Dehumidifier	As per attached details		
Warranty & CMC	As per attached details		
Table-top Scanning Electron Microscope	As per attached details		
Sputter Coater with Vacuum Pump	As per attached details		
Charge Reduction Sample Holder	As per attached details		
Pre Qualification:	Not Applicable		
Period of Work/ Delivery Period (Days)	30	Bid Validity(Days)	180
Product Category	Others	Product Sub Category	N/A
Contract Type	Tender	Pre Bid Meeting Date & Time	N/A
Location	GF CIR, BSBE	Pre Bid Meeting Address & Place	N/A
Pincode	400076		
<b>Critical Dates</b>			
Bid Submission End Date/ Date & Time of Submission	07-Mar-2016 01:00 PM	Bid Opening Date & Time	07-Mar-2016 03:00 PM
Place of Submission	Materials Management Division	Bid Opening Place	Materials Management Division
<b>Other Terms &amp; Conditions:</b>			
Warranty: As per mentioned in technical specification			
<b>Technical Clarification</b>			
Name:	Dr Prakriti Tayalia		
Dept:	Dept of Biosciences and Bioengg		
Email:	prakriti@iitb.ac.in		
Contact No.	25767797		
<b>Tender Inviting Authority</b>			
Name:	Deputy Registrar		
Address:	Materials Management Division, IIT Bombay, Powai, Mumbai - 400 076		



Date: 12-FEB-2016

Signing Authority:

Deputy Registrar (MM)



Tender Document  
for Imported Items

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. 23<sup>rd</sup> 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 FORM ONLY.**
3. **If the price is not quoted in Price Bid Form provided in tender document then, IIT Bombay will reject bid along with forfeiting Earnest Money Deposit. If the supplier wish to give pricing details, it may be attach as separate sheet.**
4. 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.
5. Quoting of Price (s) : **Price quoted should be in FOB/FCA basis only.**
6. In case of Multiple options of same product, bidders are requested to quote only one best option and not multiple options.
7. Quantity : The quantity shown in the tender can be increased or decreased to any extent depending upon the actual requirement.
8. Other Govt. Taxes : As and when applicable, Custom Duty (CD), Octroi charges, other taxes, levies, etc., are to be indicated separately.
9. 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.
10. 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.
11. 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.



12. IIT Bombay discourages **High Sea Sale purchase**. All tenders with High Sea Sale may be rejected.
13. It is mandatory for all Indian Agents to submit copy of Indian Agent Agreement with OEM / OEMs to IIT Bombay along with tender.
14. Indian Agent should submit the certificate from the Foreign Principal that they are the Authorized & Registered Indian Agent.
15. **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:** 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.
- d) To give purchase preference to Public Sector undertakings whenever applicable as per Govt. Policy/ Guidelines.

**V) TERMS OF PAYMENT :**

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).
2. IIT Bombay do not pay advance payment to party. Any request of Advance payment will be rejected summarily. In case if it is necessary, advance payment will be paid strictly against Bank Guarantee only.
3. Payment will be made by Standard Payment terms and conditions of IIT Bombay as per tender document only. 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.

**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 thereof 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.



(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 Deputy 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

5.1 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.

5.2 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.

5.3 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.

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

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

## 6. SECURITY DEPOSIT /PERFORMANCE GUARANTEE :

6.1 **Performance Guarantee Bond is mandatory.**

6.2 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 acknowledgement.** 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.**

6.3 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.

6.4 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.

6.5 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.

6.6 **The performance guarantee bond shall be kept valid during the period of contract and shall continue to be enforceable for a period of two years from the date of order acknowledgement.**



## **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.

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**

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**

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

**12. 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.

**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

Dy. Registrar (MMD), IIT Bombay

Signature with seal

Date & Place:

Date & Place:

Witness

Witness

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

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

(Indenter)

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

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

\_\_\_\_\_

\_\_\_\_\_



**FORMAT FOR EARNEST MONEY DEPOSIT / BID 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 NATIONALISED 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)

**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 Bank 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.



**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 (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 **two years** from the date of issue of Performance Guarantee Bond may be submitted within 30 (Thirty) days from the date of Acceptance 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



201501799

## PRICE BID

for Imported Supplies

Reference/Tender No:- 201501799

Due Date:- 07-Mar-2016 01:00 PM

Sr.	Short Description of Item & Specification	Qty in units	Price Basis FOB/FCA	Total Bid Price
1	<b>3D Laser lithography system</b> As per attached details	1 No.		
2	<b>Laser</b> As per attached details	1 No.		
3	<b>Stages</b> As per attached details	1 No.		
4	<b>Microscope</b> As per attached details	1 No.		
5	<b>Camera</b> As per attached details	1 No.		
6	<b>Objectives</b> As per attached details	1 No.		
7	<b>Sample holders</b> As per attached details	1 No.		
8	<b>Photoresists</b> As per attached details	1 No.		
9	<b>Working desk:</b> As per attached details	1 No.		
10	<b>Imported (Newport or Thorlabs or equivalent) Active Vibration Isolation table</b> As per attached details	1 No.		
11	<b>Safety goggles and power meter</b> As per attached details	1 No.		
12	<b>Computer system</b> As per attached details	1 No.		
13	<b>Software</b>	1 No.		





# Indian Institute of Technology Bombay



201501799

	As per attached details		
14	<b>Online UPS</b> As per attached details	1 No.	
15	<b>Dehumidifier</b> As per attached details	1 No.	
16	<b>Warranty &amp; CMC</b> As per attached details	1 No.	
17	<b>Table-top Scanning Electron Microscope</b> As per attached details	1 No.	
18	<b>Sputter Coater with Vacuum Pump</b> As per attached details	1 No.	
19	<b>Charge Reduction Sample Holder</b> As per attached details	1 No.	
			Grand Total

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.