

## OPEN TENDER ENQUIRY

**Tender Ref. No.:** IIITB-COMET/PUR/2024/T002

**Date:** February 20, 2025

IIITB COMET Foundation invites online Bids in Two-Bid System from Original Equipment Manufacturer (OEM) / Authorized distributor / Authorized dealer of the following categories for the following item(s).

Category of suppliers invited for this tender:

- i) Class I local supplier – has local content equal to or more than 50%
- ii) Class II local supplier – has local content more than 20% but less than 50%
- iii) Non-local supplier – has local content less than 20%

### Scope of Supply:

Sl. No.	Description	Quantity
1	Supply, Installation, and Demo of vector network analyzer (VNA) at IIITB COMET Foundation, IIIT Bangalore campus.	01 set
2	Supply, Installation, and Demo of vector signal generator (VSG) at IIITB COMET Foundation, IIIT Bangalore campus.	01 set

### Annexures:

Technical specifications as per Annexure-A (Part-A.1 for VNA and Part-A.2 for VSG)  
Covering letter as per Annexure-B  
Compliance statement as per Annexure-C  
DPIIT registration certificate as per Annexure-D  
Declaration certificate for local content as per Annexure-E  
Bidder information sheet as per Annexure-F

This tender document can be downloaded from IIITB COMET Foundation website:

<https://comet.iiitb.ac.in/tenders>

The quotation should be addressed to:

**Chief Executive Officer,  
IIITB COMET Foundation,  
R312, Ramanujan block, IIIT Bangalore,  
26/C Electronics City, Bangalore – 560100, Karnataka, India.**

The Bidders need to submit their Bids to the aforementioned address via speed post / registered post, or by hand delivery on or before 3:00 PM on March 06, 2025.

Any queries relating to this tender can be sent to [comet@iiitb.ac.in](mailto:comet@iiitb.ac.in).

**Important dates:**

Sl. No.	Particulars	Date	Time
1	Bid submission start date	February 20, 2025	3:00 PM
2	Last date for queries and clarifications	February 27, 2025	3:00 PM
3	Prebid meeting for clarification of queries submitted	March 03, 2025	3:00 PM
4	Bid submission close date	March 06, 2025	3:00 PM
5	Opening of Bids	March 06, 2025	3:30 PM

**TERMS AND CONDITIONS**

1. It may kindly be noted that your Bid should follow the two-bid system. The Bidder must submit their offer as explained below.
  - i) One sealed envelope superscribed **“Technical Bid (Part-1, Tender for lab equipment at IIITB COMET Foundation)”** shall contain the following:
    - a. Covering letter as per Annexure-B on the letter head of the Bidder to be enclosed.
    - b. Compliance statement as per Annexure-C on the letter head of the Bidder to be enclosed.
    - c. DPIIT registration certificate as per Annexure-D on the letter head of the Bidder to be enclosed.
    - d. Declaration certificate for local content as per Annexure-E on the letter head of the Bidder to be enclosed.
    - e. Tender document (downloaded from IIITB COMET Foundation website) signed and sealed by authorized signatory. Bidder / authorized signatory shall sign on each page of the tender.
  - ii) One sealed envelope superscribed **“Commercial Bid (Part-2, Tender for lab equipment at IIITB COMET Foundation)”** shall contain the following:
    - a. Filled, signed, and sealed copy of Annexure-F on the letter head of the Bidder to be enclosed.
  - iii) Both the envelopes (technical bid and commercial bid) shall be placed in an outer sealed envelope superscribed **“Tender for lab equipment at IIITB COMET Foundation”** and may be submitted to reach IIITB COMET Foundation before 3:00 PM IST on March 06, 2025.
  - iv) Sealed bids to be addressed to  
**Chief Executive Officer,  
IIITB COMET Foundation,  
R312, Ramanujan block, IIIT Bangalore,  
26/C Electronics City, Bangalore – 560100, Karnataka, India.**

- v) The full name and postal address of the bidder shall be written on the bottom left-hand corner of the sealed envelopes.
2. The acceptance of the quotation will rest with competent authority, who does not bind himself to accept the lowest quotation and reserves the right to himself to reject or partially accept any or all the quotations received without assigning reason. The selection of Bids will be done by ranking the Bids received as follows:
  - i) The **“Technical Bid (Part-1, Tender for lab equipment at IIITB COMET Foundation)”** shall carry a weightage of 70% for ranking.
  - ii) The **“Commercial Bid (Part-2, Tender for lab equipment at IIITB COMET Foundation)”** shall carry a weightage of 30% for ranking.
3. Price quoted should be inclusive of delivery and installation at IIITB COMET Foundation, IIIT Bangalore, 26/C, Electronics City, Bangalore – 560100.
4. **Delivery & installation** - The Bidder shall note that proposed installation work is at the 2<sup>nd</sup> floor of an operational building. Passenger lifts are available to transport light items. Heavy & large items can be carried through staircase. Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bid as to the nature of the installation site, the means of access to the site and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the installation to be done and local conditions and other factors having a bearing on the execution of the bid.
5. Price quoted should be valid for a minimum of 180 days. No claim for escalation of the rate will be considered after opening the Tender.
6. Complete specifications with manufacturer’s name and address should be included while quoting. Literature/Pamphlets/Manuals should also be enclosed wherever applicable.
7. The Bidder shall provide documentary proof that they are authorized by the manufacturer to supply the equipment where applicable.
8. There can be only one Bid from the following:
  - i) The manufacturer directly, or through only one agent on his behalf; or
  - ii) Agent on behalf of only one principal.

9. The delivery period required for supplying the item(s) should be invariably specified in the quotation and shall be adhered to in case an order is placed. A maximum delay of one week beyond the quoted date shall be tolerated by IIITB COMET Foundation, post which the order will be cancelled.
10. **Payment terms:** Payment terms are 100% within 30 days of receipt and acceptance of material at our site in good working condition as decided by competent authority. Bidders must submit their PAN issued by Income Tax authorities, GST No. (with certificate), TIN, and a copy of the PAN/TIN with the Bid. The bank details for RTGS payment should also be included. IIITB COMET Foundation reserves the right to make statutory deductions/withholdings as per Government rules. **Advance payment, should any be required, will require a bank guarantee for an equivalent amount (to be enclosed in the Bid) from the Bidder valid for a period of up to three months after the acceptance of the equipment by IIITB COMET Foundation.**
11. **Cost of Bidding:** The Bidder(s) shall bear all direct and consequential costs, losses and expenditure associated with or relating to the preparation, processing, and submission of their Bids, including but not limited to preparation, copying, delivery fees, demonstrations, or presentations which IIITB COMET Foundation may require, or any other costs incurred in connection with or regarding their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and IIITB COMET Foundation will not be liable in any manner whatsoever, regardless of the outcome of the tender process.
12. The Bidder shall submit a signed declaration that they are not blacklisted by Central/State Government/Corporations in India.
13. Bid documents and all enclosures must contain the name and address of the Bidder, along with the signature and seal of an authorized representative of the Bidder.
14. The Bidder, along with the OEM, should demonstrate their competence and capability (with sales office and service centers based in Bangalore) as a team to deliver all required services.
15. **Inspection and testing:** The inspection of the delivered item will be done by our technical expert in the presence of the firm's representative, if applicable.
16. All supplies are subject to inspection and approval before acceptance. Manufacturer warranty certificates and manufacturer approved quality test certificates shall be furnished along with the supply, wherever applicable.
17. **Tolerance clause:** IIITB COMET Foundation reserves the right to place orders on successful tenderer(s) for additional quantity offered (up to 100%) by them at the rates quoted.

**18. Adherence to Public Procurement (Preference to Make in India), Order 2017:**

IIITB COMET Foundation will adhere to the Public Procurement (Preference to Make in India), Order 2017 Order No. P-45021/2/2017-B.E.-II dated 15.06.2017, and its subsequent amendments, while evaluating Bids. It is, however, the sole responsibility of the Bidder to specify whether the product quoted is a Make in India product, along with respective documentary evidence per the afore mentioned order. False declarations will be in breach of the 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.

**19. Requirement of registration with DPIIT:** Vide Ministry of Finance Office Memorandum No. 6/18/2019-PPD dated 23.07.2020.

- i) Any Bidder from a country sharing 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).
- ii) “Bidder” for the purpose of this tender (including the term ‘tenderer’, ‘consultant’, ‘vendor’ 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 Bidder stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- iii) “Bidder from a country sharing a land border with India” for the purpose of this tender means
  - a. An entity incorporated, established, or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established, or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- iv) The *beneficial owner* for the purpose of iii) above will be as under:
  - a. In case of a company or a Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person(s), has a controlling

ownership interest or who exercises control through other means.

Explanation---

- i. “Controlling ownership interest” means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company.
  - ii. “Control” shall include the right to appoint the 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.
- b. 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.
  - c. 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 entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
  - d. Where no natural person is identified under a. or b. or c. above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
  - e. 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.
- v) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
  - vi) 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.

Mandatory documentary evidence regarding the Bidder’s registration with DPIIT, where applicable, should be submitted along with the Bid, failing which the Bid shall be liable for rejection. Bidders are also required to submit the model certificate as per Annexure-C of this tender as mentioned in the Ministry of Finance Office Memorandum No. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020.

**20. CANVASSING:**

- i) Canvassing in connection with tenders is strictly prohibited and the Tenders submitted by the Tenderers who resort to canvassing shall be liable to rejection.
- ii) Subject to the provisions concerning clarification of Bids, no Bidder shall contact the Tender committee on any matter relating to its bid from the time of the bid opening, up to the time that the contract is awarded.
- iii) Any effort by the Bidder or Bidder's representative however described to influence the Tender committee in any way concerning scrutiny, consideration, evaluation of the Bid(s) or decision concerning award of contract shall entail rejection of Bid and action against the bidder as deemed fit.
- iv) The Tender committee will deal with the Bidder on a Principal basis, without involvement in any manner in India or abroad of any agent or consultant or associate or another person howsoever described.

**21. Arbitration:**

- i) Unless otherwise specified, in all cases of disputes that cannot be settled through mutual negotiations, the disputes or differences shall finally be settled and binding on both parties by arbitration in conformity with the rules of Indian Arbitration Act, 1940. All disputes or differences whatsoever arising between the parties out of relation to the construction, meaning and operation or effect of the general terms and conditions including the Purchase Order, or the breach thereof, shall be settled by Indian Arbitration Act, 1940 and the award made in pursuance thereof shall be binding on the parties.
- ii) The performance of the Purchase Order shall continue during arbitration and any subsequent proceedings.
- iii) The jurisdiction and venue of arbitration shall be Bangalore. The Arbitrator will be "The CEO, IIITB COMET Foundation" or nominee.

22. All disputes shall be settled in the courts of Bangalore only.

23. The Bidding form hereby consents to accept all the terms and conditions of the tender.