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Indian Institute of Technology Jodhpur

Tender for e-Procurement of
Annual Rate Contract for Supply and Refilling of Liquid Helium for NMR

Bids to be submitted online (CPPP)

for

(Technical and Financial bid as per schedule of requirement)

NIT No: IITJ/SPS/2024-2025/CRDSI/RC/01 dated 23 July 2024

Office of Stores & Purchase
IIT Jodhpur, Institute Building (East),
NH-62, Nagaur Road, Karwar,
Jodhpur-342037, Rajasthan
Phone: 0291 2801 101, eMail: sps@iitj.ac.in

SCHEDULE

Name of Organization	Indian Institute of Technology Jodhpur
Open Tender Notice No. (NIT)	IITJ/SPS/2024-2025/CRDSI/RC/01 dated 23 July 2024
Tender Type	Open
Tender Category	Goods
Type/Form of Contract	Rate Contract
Product Category	Annual Rate Contract for Supply for Supply and Refilling of Liquid Helium for NMR and magnet maintenance
Is Multi-Currency Allowed	No
Date of Issue/Publishing	23-07-2024 16:00 Hrs
Document Download/Sale Start Date	23-07-2024 16:00 Hrs
Document Download/Sale End Date	21-08-2024 11:00 Hrs
Last Date and Time for Uploading of Bids	21-08-2024 11:00 Hrs
Date and Time of Opening of Technical Bids	22-08-2024 12:00 Hrs
No. of Covers (1/2/3/4)	02
Bid Validity days (180/120/90/60/30)	180 days
Delivery	As per the supply order terms and conditions.
Earnest Money Deposit (<i>in the form of FDR</i>)	Rs. 48,000/-
Any Clarification	Assistant Registrar (SPS) Office of Stores & Purchase, Institute Building (East), IIT Jodhpur, NH-62, Nagaur, Road, Karwar, Jodhpur-342037 Contact No.: 0291-2801106 eMail: ar_sps@iitj.ac.in , sps@iitj.ac.in

Indian Institute of Technology Jodhpur (hereinafter referred to as the “Institute”), an Educational Institute of National Importance, invites online Bids in a two-bid format for “Annual Rate Contract for Supply and Refilling of Liquid Helium for NMR” at the Institute. All offers should be made in English and should be written in both figures and words. Tender forms can be downloaded from the CPP Portal (<http://eprocure.gov.in/eprocure/app>) and the Institute website. The bidders are requested to read the tender document carefully and ensure compliance with all instructions herein. Non-compliance with instructions in this document may disqualify the bidders from the tender exercise. The Director, IIT Jodhpur, reserves the right to select the item (in single or multiple units) or to reject any quotation wholly or partly. Incomplete tenders, amendments, and additions to tender after opening or late tenders are liable to be ignored and rejected.

1. Instructions for Online Bid Submission:

- 1.1. There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organisation name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organisation name, the form of contract, location, date, other keywords etc., to search for a tender publishing on the CPP Portal.
- 1.2. Bidders should take into account any corrigendum published on the tender document before submitting their bids.
- 1.3. The bidder will go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted and the number of documents – including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to the rejection of the bid.
- 1.4. The tenders will be received online through the portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format. All bids, both Technical and Financial, should be submitted in the e-Procurement portal.
- 1.5. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of a smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <http://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from authorised certifying agencies, details of which are available on the website <https://eprocure.gov.in/eprocure/app> under the link “Information about DSC”.
- 1.6. The Institute will not be responsible for any type of technical issue regarding uploading bids/offers on the website.

2. Searching for Tender Documents

- 2.1. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.

- 2.2. The bidder should make a note of the unique Tender ID assigned to each tender in case they want to obtain any clarification/help from the Helpdesk.

3. **Preparation of Bids**

- 3.1. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule, and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option.
- 3.2. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” are available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.

4. **Submission of Bids**

- 4.1. The bidder should log into the website well in advance of bid submission so that he/she uploads the bid in time, i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 4.2. The bidder has to digitally sign and upload the required bid documents one by one, as indicated in the tender document.
- 4.3. The bidder may add rows to include the prices of all components and warranties, installation etc., whichever is applicable.
- 4.4. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids etc. The bidders should follow this time during bid submission.
- 4.5. The uploaded tender documents become readable only after the tender opening by the authorised bid openers.
- 4.6. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 4.7. Kindly add a scanned PDF of all relevant documents in a single PDF file of the compliance sheet.

5. **Assistance to Bidders**

- 5.1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

- 5.2. Any queries relating to the process of online bid submission or queries relating to the CPP Portal, in general, may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.
6. **Instruction for Bidders:**
- 6.1. Technical Bid should be submitted in PDF format.
- 6.2. Financial Bid should be submitted in. XLS Format.
- 6.3. Kindly add scanned PDFs of all relevant documents in a single PDF file like compliance sheet, OEM/Principal Certificate etc.
- 6.4. The technical and financial bids should be submitted online through the portal <http://eprocure.gov.in/eprocure/app> in original. The financial bid should include the cost of the main item and its accessories if there is any separate cost for installation etc., that should be quoted separately.
- 6.5. Each bidder should be marked with the following reference on the top bids submitted online: "IITJ/SPS/2024-2025/CRDSI/RC/01 dated 23 July 2024".
- 6.6. The printed literature and catalogue/brochure giving full technical details should be included with the technical bid to verify the specifications quoted in the tender. The bidders should submit copies of suitable documents in support of their reputation, credentials, and past performance in .pdf format.
- 6.7. The rates should be quoted in figures and words both in the BOQ.
- 6.8. **Amendment of Bidding Documents:** At any time prior to the deadline for submission of bids, IIT JODHPUR may, for any reason, whether on its own initiative or in response to the clarification request by a prospective BIDDER may, modify the bid document. All prospective Bidders who have downloaded the bidding document may visit the IIT JODHPUR website / <https://eprocure.gov.in/eprocure/app> for amendments / modifications, which will be binding on them.
- 6.9. The technical offer **should not contain any price information.** Please do not insert 'Financial Bid' (prices quoted) in the technical bid envelope. If the price quoted is submitted with a technical bid, the tender will be rejected.
7. **Online Bid Prices:**
- 7.1. The Bidder shall indicate on the Price Schedule the unit price and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the online bids for any one or more schedules specified in the "Schedule of Requirement" and to offer discounts for combined schedules. However, Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids (for the schedule in question) will not be considered for evaluation and will not be considered for award.
- 7.2. The bidder should quote the **supply, refilling of liquid helium for NMR by certified engineer and magnet maintenance on - a rate per litre basis**, including of all, on FOR IIT Jodhpur basis.

7.2. For goods offered from within India:

- a) The price of the goods should be quoted on a destination basis; charges towards freight, etc., may be mentioned, including GST as applicable, after referring to the attached GST Notification.
- b) Any sales or other taxes/duties should be clearly mentioned, which will be payable on the goods in India if the contract is awarded.
- c) Charges for inland transportation, insurance, and other local costs incidental to the delivery of goods to their destination should be mentioned.
- d) Any element of cost, taxes, duties levy etc., not specifically indicated in the online bid shall not be paid by the purchaser. If the GST amount is not quoted in the BOQ (Financial Bid), the total cost will be treated as inclusive of GST. No further communication will be entertained later.
- e) **Concession/Exemptions:** IIT Jodhpur being an academic Institute, is entitled to avail of Customs Duty exemptions in terms of Notfn. No. 51/96 dated 23.07.1996, Notfn. No. 28/2003-Customs dt. 01/03/2003, Notfn. No.43/2017- Customs dt. 30/06/2017 & notfn. No. 47/2017-Integrated Tax (Rate) dt. 14/11/2017, Notfn. No. 1012018-Integrated Tax (Rate) dt.25/0/2018 and Notfn. No. 45/2017-Central Tax (rate) dt. 14/11/2017, Notfn. No. 45/2017-Union Territory Tax (Rate) dt. 25/01/2018 as amended from time to time. Presently this is valid till 31.08.2021 vide Order No. TUN/RG-CDE(1145)12016 Dt.2810212018 issued from DSIR-Min. of Sc.& Tech; Govt. of India. The Institute will issue the exemption certificate on request.

8. **Terms of the Committee**

- 8.1. On the due date, the technical bids will be opened and referred to the Purchase Finalization Committee (PFC), which is duly constituted by the Director IIT Jodhpur. The committee will go through the technical aspects of the tender and recommend short-listed firms. The recommendation of the PFC is final and binding on all the parties.
- 8.2. The technical evaluation will be an assessment of the Technical Bid. IIT Jodhpur representatives will proceed through a detailed evaluation of the Technical Bids as defined in the Schedule of requirements, specifications and allied technical details in order to determine whether they are substantially responsive to the requirements set forth in the tender. In order to reach such a determination, IIT Jodhpur will examine the information supplied by the BIDDERS and shall evaluate the same as per the specifications mentioned in this tender.
- 8.3. The PFC will examine all the technical aspects of the bids received. Further, the PFC may seek additional information from the existing users at IIT Jodhpur or from other Institutes and also call for technical presentations from the BIDDERS if it is required so.
- 8.4. The information received and the bids already submitted together will be examined with reference to the tendered specifications, and an evaluation will be made by the PFC.
- 8.5. After the technical evaluation is completed and approved, IIT Jodhpur shall inform the BIDDERS whose bids have been rejected technically with the reasons for rejection on the e-Procurement Portal (<https://eprocure.gov.in/eprocure/app>).

- 8.6. The successful BIDDERS will be informed regarding the date and time of Commercial bid opening through the CPP Portal.
- 8.7. The purpose of obtaining two bids (technical and commercial) is to evaluate all the firms on a technical basis with reference to the tendered specifications, the performance of similar Solutions/Applications elsewhere, and obtaining users' views with reference to the earlier supplies. This will enable the PFC to arrive at a fair recommendation in the interest of the organisation.
- 8.8. In the event of seeking any clarification from various BIDDERS by IIT Jodhpur, the BIDDERS are required to furnish only technical clarifications that are asked for. No amendment to the commercial bid will be entertained at that stage. In case a BIDDER fails to quote for a particular item, it amounts to non-compliance, and hence such a bid will not be considered for further evaluation. Further, during this process, if any BIDDER indicates the price during the clarification, such bids also will not be considered for further evaluation.
- 8.9. The bidder should provide his Manufacturer's Authorization Certificate from a particular OEM to bid for this Annual Rate Contract Tender from the OEM's Head Office.
- 8.10. **Only one manufacturer or its authorised dealer can quote.** If both Manufacturer and dealer quote for the same tender, both of their tenders will be rejected.
- 8.11. The bidder who wants to quote for more than one brand needs to provide a Manufacturer's Authorization for each brand, failing which such offers shall not be considered.
- 8.12. Bidders may note that the mere conclusion of the rate contract does not guarantee the placement of purchase orders; rather, the orders shall be placed based on the demand from the users.
- 8.13. Purchase Orders placed till the last working day of the rate contract should be honoured and executed under the rate contract without any need for an extension of the rate contract.
- 8.14. The supplier must do the free replacement in case of any defect/discrepancy is found regarding the quality/quantity of material supplied.
- 8.15. Supply should be made from the latest batch of products with the manufacturing and expiring date (maximum life period) on the original packing. The stores supplied will have to be of high quality & grade, and if chemicals are found to be of inferior quality, the supplier is liable to be banned or suspended from doing business in IIT Jodhpur and other Govt. organisations. Details of quality control procedures/certification from Government labs should also be submitted along with the offer.
- 8.16. **Earnest Money Deposit:** The bidder will submit the Earnest Money Deposit (EMD) of Rs. 48,000/- (*Rupees Forty Eight Thousand only*) in the form of a **Bank Guarantee, Fixed Deposit or Demand Draft** of a scheduled bank in the name of the Director, IIT Jodhpur, valid for 90 days from the date of opening of the tender. The bidder will upload a scanned copy of the EMD and should submit the original EMD on or before the last date of the bid submission at the Office of Stores & Purchase, IIT Jodhpur. Any bid without EMD shall not be considered.

However, in addition to the above, as per Rule 170 of GFR 2017, "Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by the Department of Micro, Small and Medium Enterprises (MSME)" are exempt from submission of EMD (Bid security). Still, the firm must submit a **valid MSME** registration certificate to claim the exemption in EMD.

Any Bid without EMD or valid MSE certificate should not be considered for technical evaluation.

The EMD of the successful bidder will be returned on submission of PBG and within 30 days after the finalisation of the tender to the unsuccessful bidder.

- 8.17. **Payment Terms:** 100% after delivery and refilling at IIT Jodhpur and on submission of GST bills verified by the Indenter. The payment being claimed is strictly in terms of the contract, and all obligations on the part of the supplier for claiming this payment have been fulfilled as required under the contract.
- 8.18. **Performance Security:** After the award of work, the supplier shall be required to submit the performance security in the form of irrevocable bank guarantee in the prescribed format (*Annexure-X*) issued by any Nationalised/ Scheduled Bank / or Fixed Deposit Receipt, for an amount equal to the 10% of order value, within 14 days of issue of Purchase Order and **it will be kept valid for a period of 60 days beyond the date of completion of contract.**
- The said PBG would be refunded/returned after the completion of the contractual obligation. However, the Director, IIT Jodhpur, will have the discretion for the forfeiture of the performance bank guarantee in case of breach of contract by the contractor. On the extension of the Contract, the Contractor should submit the new PBG for the extended contract. The IIT Jodhpur will return the old PBG after receiving of the new PBG to the contractor within 15 days.
- 8.19. **Delivery:** All the goods ordered shall be delivered at the IIT Jodhpur, Karwar (NH-62), Nagaur Road, Jodhpur-342037, within 15 days from the date of issue of the purchase order on as and when required basis. All aspects of safe delivery and commissioning shall be the exclusive responsibility of the supplier.
- 8.20. **Extension of Delivery Period:** If the supplier is unable to complete the project/order within the stipulated time, for which the supplier is responsible, it is required to request an extension of the delivery period before the expiring of the delivery period mentioned in the purchase order, it may be extended with justified reasons. In case the supplier fails to complete the order within the stipulated time, the Institute reserves the right to cancel the contract/order.
- 8.21. **Penalty Clause:** As time is the essence of the contract, the Delivery period mentioned in the Purchase Order should be strictly adhered to. If the supplier fails to Supply as per order terms and conditions mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 0.5% of the order value per week of delay, subject to a maximum of 5% beyond the due date. Such money will be deducted from any amount due, or which may become due to the supplier. IIT Jodhpur reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties, if any, will be deducted from the Invoice.
- 8.22. **Fall Clause** – Prices charged for the stores supplied under the Rate Contract should under no event be higher than the lowest prices at which the party sells the items of identical description to any other Govt. organisation / Private Organizations during the period of the contract, failing which the “FALL CLAUSE” will be applicable.

9. Pre-Qualification and Technical Specification Criteria

Envelope No.1 (Following documents to be provided as single PDF file)				
SN	Documents	Content	File Types	Submitted (Yes/ No)
1.	Technical Bid (Pre-qualification)	Only manufacturer(s) or their sole authorized distributor / agent are eligible to bid. Authorization letter in the prescribed format from Original Equipment Manufacturer (OEM) in favor of authorized Agent to bid/conclude the order against this tender, must be provided with technical bid. Manufacturer's Authorization Letter as per Annexure-II .	.pdf	
2.		Declaration Sheet as per Annexure - III	.pdf	
3.		The OEM/ authorized distributor / agent should have a minimum 03 (three) years of experience for supplying and refilling liquid helium for the equipment NMR in at least three institutes of national importance and <i>must be successfully completed at least 3 similar purchase orders in IITs/IITs/NITs/IISER/CSIR/IISc, etc. during last 3 years. Copy of these Purchase orders must be attached with technical bid.</i> List of Govt. Organization/ Deptt. must also be attached as per Annexure-V .	.pdf	
4.		The vendor must furnish a 3 yrs experience certificate of their engineers from the OEM regarding the refilling of liquid helium in the NMR equipment.		
5.		Mandate Form for Electronic Fund Transfer / RTGS Transfer as per Annexure-VI		
6.		Financial statements with net profit, duly audited / certified by Chartered Accountant (CA) of the last three financial years along with the copies of Income Tax Return (ITR) and Annexure-IX must be enclosed with the technical bid.		
7.		Scanned copy of EMD and it is required to submit the same in original in a sealed envelope at the following address on or before closing date: Officer-In-charge (Stores & Purchase), Office of Stores & Purchase, Institute Building (East), NH-62, Nagaur Road, Karwar, Jodhpur-342030, Rajasthan, Phone: 0291 2801 105, Email: sps@iitj.ac.in / In case of exemption from submission of Bid security, proof of registration with NSICs/MSEs.		
8.		A Certificate/Undertaking on notary stamp paper with mentioned that the bidder/OEM had not been blacklisted anywhere in India by any organisation during the last one year.		

9.		GST Registration Certificate		
10.		Technical literature/ leaflets and complete specifications of quoted model(s) along with commercial terms and conditions.	.pdf	
11.		The tenderer should furnish a certificate that the rates quoted by the tenderer are not more than those quoted to any other Institution in India or abroad during the last one year, with supporting documents.	.pdf	
12.		The bidder shall upload the entire bid document, including the specification document and compliance sheet duly ink-signed and stamped on each page as proof of acceptance of all the terms and conditions of the bid.		
Envelope No. 2				
S N	Document	Content		
1.	Financial Bid	Price bid should be submitted in BOQ format.	.xls	

10. Evaluation Criteria

- 10.1. Evaluation of the Technical bid will be based on strict compliance, as per the terms and conditions mentioned in the Bid document.
- 10.2. Even though any bidder may satisfy the above requirements, they would be liable to disqualification if he/she has:
- (i) Made misleading or false representations or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
 - (ii) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.
- 10.3. Based on the results of the technical evaluation, the Commercial offer of a technically qualified bidder will be opened for financial evaluation.

11. Award of Contract

- 11.1. A panel of bidders/suppliers shall be selected for the rate contract.
- 11.2. The Empanelled suppliers will abide by all the Terms and conditions of the Tender Document/Contract Agreement.
- 11.3. The qualified suppliers will be empanelled initially for a period of one year and may be extended further for two years, subject to annual revision, if their performance is found satisfactory.
- 11.4. Purchase Orders will be placed from various Departments/Offices/Centres with reference to the Contract.
- 11.5. If the quality of the product and service provided is not found satisfactory, IIT Jodhpur reserves the right to cancel or amend the contract. We may remove or add any suppliers during the contract without prior notice.

- 11.6. IIT Jodhpur reserves the right to keep the number of firms in the Rate contract for similar items during the period of the Rate Contract with one or more parties.
- 11.7. All the discounts are quoted against the printed catalogue price.
- 11.8. The Director, IIT Jodhpur, reserves the right to accept the offer in full or in parts or reject it summarily or partly.

12. **Corrupt or Fraudulent Practices**

IIT Jodhpur requires that the BIDDERS who wish to bid for the Annual Rate Contract have the highest standards of ethics. IIT Jodhpur will reject a bid if it determines that the BIDDER recommended for award has engaged in corrupt or fraudulent practices while competing for this contract. IIT Jodhpur may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of the contract.

13. **Code of Integrity:** No official of a procuring entity or a bidder shall act in contravention of the codes, which include:

(i) prohibition of

- a. making the offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained, or an obligation avoided.
- c. any collusion, bid rigging or anti-competitive behaviour that may impair the transparency, fairness, and progress of the procurement process.
- d. improper use of information provided by the procuring entity to the bidder with an intent to gain an unfair advantage in the procurement process or for personal gain.
- e. any financial or business transactions between the bidder and any official of the procuring entity related to the tender or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly.
- f. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g. obstruction of any investigation or auditing of a procurement process.
- h. making a false declaration or providing false information for participation in a tender process or to secure a contract.

(ii) disclosure of conflict of interest.

(iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

14. **Indemnity:** The vendor shall indemnify, protect, and save IIT Jodhpur against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any law pertaining to patents, trademarks, copyrights etc. or such other statutory infringements in respect of all the materials supplied by him.

15. **INTERPRETATION OF THE CLAUSES IN THE TENDER DOCUMENT / CONTRACT DOCUMENT:** In case of any ambiguity/dispute in the interpretation of any of the clauses in

this Tender Document, **Director, IIT JODHPUR's interpretation of the clauses shall be final and binding on all parties.**

16. **Force Majeure:** The Supplier shall not be liable for forfeiture of its liquidated damages or termination for default if and to the extent that its delay in performance or other failures to perform its obligations under the Contract is the result of an event of Force Majeure.
 - a) For the purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and is not foreseeable. Such events may include but are not limited to acts of the Purchaser, either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - b) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
17. **Arbitration and Laws:** In case of any dispute or difference arising out of or in connection with the tender conditions/order and Contract, the Institute and the Supplier will address the dispute/difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Institute. The Arbitration shall be held in accordance with the provisions of the **Arbitration and Conciliation Act, 1996**, and the venue of arbitration shall be at Jodhpur only. The resolution of the Arbitrator shall be final and binding on both parties.
18. **Jurisdiction:** The courts at Jodhpur alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender/contract. It is specifically agreed that no court outside and other than **Jodhpur Court** shall have jurisdiction in the matter.

FORMAT FOR MANUFACTURER’S AUTHORISATION LETTER TO AGENT (on letter head)

Ref. No.

Date:

To,
The Director
Indian Institute of Technology Jodhpur
NH-62, Nagaur Road, Karwar, Jodhpur-342037.

Sub.: Authorization Letter.

Dear Sir,

We, _____, who are established and reputed manufacturers of _____, having factory at _____, hereby authorize M/s. _____ (name & address of Indian distributor /agent) to bid and conclude the order with you for the above goods manufactured by us.

We shall remain responsible for the tender / contract / agreement by the said M/s. _____, jointly and severally.

We ensure that we would also support / facilitate the M/s _____ on regular basis with technology / product updates for up-gradation / maintains / repairing / servicing of the supplied goods manufactured by us, during the warranty period.

In case duties of the Indian agent / distributor are changed or agent / distributor is changed it shall be obligatory on us to automatically transfer all the duties and obligations to the new Indian Agent failing which we will ipso-facto become liable for all acts of commission or omission on the part of new Indian Agent / distributor.

Yours faithfully,

[Name & Signature]
for and on behalf of M/s. _____ [Name of manufacturer]

Note: This letter of authorisation should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer. A copy of notarised power of attorney should also be furnished.

Only manufacturer(s) or their sole authorized distributor / agent are eligible to bid. Authorization letter in the prescribed format (*Annexure – II*) from Original Equipment Manufacturer (OEM) in favour of authorized Agent to bid / conclude the order against this tender, must be enclosed with technical bid.

DECLARATION SHEET

We, _____ hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

This is certified that our organization has been authorized (Copy attached) by the OEM to participate in Tender. We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology / product updates and extend support for the warranty.

The prices quoted in the financial bids are subsidized due to academic discount given to IIT Jodhpur.

We, further specifically certify that our organization has not been Debarred/Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years and that there is no enquiry going on by CBI/ED/any other Govt. agency against the firm.	NAME & ADDRESS OF THE Vendor/ Manufacturer / Agent
1 Phone	
2 Fax	
3 E-mail	
4 Contact Person Name	
5 Mobile Number	
6 GST Number	
7 Kindly provide bank details of the bidder in the following format: a) Name of the Bank	
b) Account Number	
c) Kindly attach scanned copy of one Cheque book page to enable us to return the EMD to unsuccessful bidder	

(Signature of the Tenderer)

Name:

Seal of the Company

List of Govt. Organisation / Department

List of Government Organizations for whom the Bidder has undertaken such work during the last three years (must be supported with work orders)		
Name of the organisation	Purchase Order No.	Value of the Order (Rs.)

Name of application specialist / Service Engineer who have the technical competency to handle and support the quoted product during the warranty period.		
Name of the organisation	Purchase Order No.	Value of the Order (Rs.)

Original manufacturer(s) or authorised suppliers/vendors/ agents should have a minimum of 03 (Three) years of experience with ***minimum 10 numbers of orders***. Copy of such Purchase orders/invoice/ payment receipt in support of above must be attached with technical bid.

Signature of Bidder

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

Date: / /

To
The Director
Indian Institute of Technology Jodhpur
NH 62 Nagaur Road Karwar 342037

Sub: Authorization for release of payment / dues from Indian Institute of Technology, Jodhpur through Electronic Fund Transfer/RTGS Transfer.

1. Name of the Party/Firm/Company/Institute:

2. Address of the Party:

City _____ Pin Code _____
E-Mail ID _____ Mob No: _____
Permanent Account Number _____

3. Particulars of Bank:

Bank Name:		Branch Name:	
Branch Place:		Branch City:	
PIN Code:		Branch Code:	
MICR No.:			

(9 Digit number appearing on the MICR Bank of the Cheque supplied by the Bank, Please attach a Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)

IFS Code:(11 digit alpha numeric code)																			
Account Type	Savings					Current					Cash Credit								
Account Number:																			

DECLARATION

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information I shall not hold Director, Indian Institute of Technology Jodhpur responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS

Transfer.

Place: _____

Date: _____

Signature & Seal of the Authorized Signatory of the Party

Certified that particulars furnished above are correct as per our records

Bankers Stamp:

Date: _____

Signature of the Authorized Official from the Bank

N.B: Please fill in the information in CAPITAL LETTERS, computer typed; please TICK wherever it is applicable.

(TO BE ISSUED BY PRACTISING COST/CHARTERED ACCOUNTANT ON THE LETTER HEAD)

CERTIFICATE OF TURNOVER/ PROFIT

This is to certify that M/s_____ (Agency Name & Address) is in the business of **Manufacturing/ Reselling of Equipments/Services/-----**. Their Turnover and profit in each Financial Year during the preceding 03 (Three) years are as given below:

<u>Year</u>	<u>Turnover (In Rupees)</u>	<u>Profit (in Rupees)</u>
FY 2021-22		
FY 2022-23		
FY 2023-24		

This is further to certify that the above Turnover is in line with the Turnover declared by the Agency in their Income Tax Returns filed under PAN NO. _____.

Place:

Date:

Seal and signature of Cost/ Chartered Accountant

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

The Director
Indian Institute of Technology Jodhpur
NH 65 Nagaur Road Karwar 342037

WHEREAS..... (Name and address of the Supplier) (herein after called "the Supplier") has undertaken, in pursuance of contract no..... dated (herein after called "the contract") to supply

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a bank guarantee by a scheduled/nationalized bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with and due performance of the contract;

AND WHEREAS we have agreed to give the Supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Supplier, up to a total of (amount of the guarantee in words and figures), and we hereby irrevocably and absolutely undertake to pay you immediately, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

The Bank guarantee shall be interpreted in accordance with the laws of India. The Guarantor

Bank represents that this Bank Guarantee has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or the Supplier. The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of the Buyer in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

This guarantee shall be valid up to and including the day of, 20.....

.....

(Signature with date of the authorised officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch