



Annual Rate Contract for Supply of laboratory Chemicals, Lab wares, Glasswares,
Plastic wares, Lab Consumables and Gases At Indian Institute of Technology
Jodhpur

Bids to be submitted online (CPPP)
for
(Technical and Financial bid as per schedule of requirement)

NIT No: IITJ/SPS/2025-2026/RC/02 dated 05 June 2025

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/2025-2026/RC/02 dated 05 June 2025
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods)	Goods
Type/Form of Contract (Supply/ Auction/ Service/ Buy/ Empanelment/ Sell)	Buy
Product Category	Annual Rate Contract for Supply of laboratory Chemicals, Labware, Glassware, Plastic wares, Lab Consumables and Gases
Is Multi-Currency Allowed	No
Date of Issue/Publishing	05/06/2025 (18:00 Hrs)
Document Download/Sale Start Date	05/06/2025 (18:05 Hrs)
Document Download/Sale End Date	26/06/2025 (18:00 Hrs)
Last Date and Time for Uploading of Bids	26/06/2025 (18:00 Hrs)
Date and Time of Opening of Technical Bids	27/06/2025 (18:00 Hrs)
No. of Covers (1/2/3/4)	02
Bid Validity days (180/120/90/60/30)	180 days
Delivery	15 Days from the Date of the Order(s) for domestic supply/ service. 30 Days from the Date of the Order(s) for imported supply.
Earnest Money Deposit (<i>in the form of FDR</i>)	Rs. 5,00,000/-
Any Clarification	Deputy Registrar (SPS) Office of Stores & Purchase, Institute Building (East), IIT Jodhpur, NH-62, Nagaur, Road, Karwar, Jodhpur-342030 Contact No.: 0291-2801105 eMail: 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 of laboratory Chemicals, Labware, Glassware, Plastic wares, Lab Consumables and Gases” at the Institute as per the list at **Annexure-I** to the Tender form. 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>) & 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 & 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/2025-2026/RC/02 dated 05 June 2025".
- 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 discount offered should be quoted in figures and words both in the BOQ on FOR basis including transportation, safe packaging, custom charges & any other charges (if any).
- 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/ discount 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 per unit discount offered on catalogue price of the goods/ items 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.
- 7.2. The bidder should quote (i) **the maximum discount (in percentage) on the catalogue printed price for chemicals/solvents/other lab consumables** and (ii) **refilling of gases - rate per litre basis**, including of all on FOR IIT Jodhpur basis. The soft copies of the catalogue will be submitted to the Institute.
- 7.3. For goods/ services offered:
 - a. The price of the goods should be quoted on a destination basis; charges towards freight, any sales or other taxes/ duties, inland transportation, insurance and other local costs incidental to the delivery of goods etc., are included in the quoted price. Any additional cost would not be payable to the bidder, if the contract is awarded.
 - b. **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. Institute will issue the exemption certificate on request.

- c. In case of Any variation in charges or duties, as determined by the government, will be applied in accordance with the actual changes in the charges

8. **Pre-Qualification and Technical Specification Criteria**

- 8.1. The Bidder shall be an OEM/Manufacturer or Authorized Dealer with a tender-specific authorization letter that should be uploaded.
- 8.2. Original manufacturer(s) or Authorized Dealer should have a minimum of 03 (Three) financial years of experience in similar work with minimum ten numbers of orders. *Copy of such Purchase orders/invoice/payment receipt along with satisfactory work completion certificate in support of above must be attached with technical bid.* A list of Government / PSU / Academics Institutions / Autonomous Bodies / Organisation/ Medical Colleges / Departments must be attached as per *Annexure-II*.
- 8.3. Bidder should upload the financial statements with net profit, duly audited/certified by a Chartered Accountant (CA) of the last three financial years (FY 2021-22, 2022-23, 2023-24), along with copies of Income Tax Return (ITR) of last three financial years, must be enclosed with the technical bid.
- 8.4. Bidder should have a minimum Annual Business Turnover of Rupees of One Crore for each of the last three financial years (FY 2021-22, 2022-23, 2023-24).
- 8.5. No exemption will be given to MSE/ Startup/ NSIC registered firms for average annual turnover & past experience.
- 8.6. A Certificate/Undertaking on notary stamp paper of minimum Rs. 100/- with mentioned that the bidder/OEM had not been blacklisted/ contemplated anywhere in India by any organisation during the last two years. No civil/ criminal case should be pending against the bidder in any court in last two years from the last date of bid submission.
- 8.7. GST Registration Certificate.
- 8.8. The bidder shall upload the entire bid document, including the specification document and compliance sheet duly ink signed & stamped on each page as proof of acceptance of all the terms and conditions of the bid.
- 8.9. The bidder should possess a valid Drug License (as applicable) issued by the State Licensing Authority/Central Licensing Approving Authority (wherever applicable) of the respective Bidder. A copy of the license must be submitted with the technical bid.
- 8.10. The Bidder/OEM shall submit MII ink-signed & stamped self-declaration for local content on letterhead.
- 8.11. The bidder should provide his Manufacturer's Authorization Certificate from a particular OEM to bid for this Annual Rate Contract Tender from OEM's Head Office.
- 8.12. 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.
- 8.13. The bidder who wants to quote for more than one brand needs to provide Manufacturer's Authorization for each brand, failing which such offers shall not be considered.
- 8.14. 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.

9. Evaluation Criteria

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

10. Supplier's Obligation

- 10.1. Bidder is liable for safe & secure transportation at his/her own cost. No additional amount will be paid to bidder for transportation.
- 10.2. Items' safe packing (i.e. fragile packaging & packed in dry ice) will be the responsibility of the bidder, so that the chemical's/item's quality/ form would not deteriorate at the delivery location without any additional charges.
- 10.3. The supplier must do the free replacement in case of any defect/discrepancy is found regarding the quality/quantity of material supplied & taken back the rejected material with the consent of the indenter on his/her own cost.
- 10.4. 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.
- 10.5. **Earnest Money Deposit:** The bidder will submit the Earnest Money Deposit (EMD) of Rs. 5,00,000/- (*Rupees Five Lakhs 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) or are registered with the Central Purchase Organisation or the concerned Ministry or Department [or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)]" are exempt from submission of EMD (Bid security). Still, the firm must submit valid MSME registration documents for exemption in EMD and should not be considered for technical evaluation. The EMD of the successful bidder will be returned on submission of PBG after placement of the work order. The EMD of the unsuccessful bidder will be returned within 30 days after the finalisation of the tender.

- 10.6. Payment Terms:** 100% after delivery 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.
- 10.7. Performance Security:** The successful tenderers will have to submit a bank guarantee from any nationalised bank as security within 15 days from the date of receiving the contract order, which should be valid for at least 14 months (One year of the contract plus 60 days) from the date of agreement in the form of fixed deposit receipt (FDR) / Irrevocable Bank Guarantee issued by any nationalised bank in the prescribed format. The performance security as furnished by the Contractor shall remain valid for sixty days beyond the completion date of all the contractual obligations.
- (a) For chemicals/Solvent/other laboratories consumables - Rs. 5 lacs (Rupees Five Lacs Only).**
- (b) For refilling of Gasses - Rs. 02 Lacs (Rupees Two Lacs Only).**

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 on bidders' cost. The IIT Jodhpur will return the old PBG after receiving of the new PBG to the contractor within 15 days.

- 10.8.** 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.

11. Terms of the Committee

- 11.1.** 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 the final and binding on all the parties.
- 11.2.** 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.
- 11.3.** 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.
- 11.4.** The information received and the bids already submitted together will be examined with reference to the tendered specifications, and an evaluation is made by the PFC.
- 11.5.** 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>).
- 11.6.** The successful BIDDERS will be informed regarding the date and time of Commercial bid opening.

- 11.7. 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.
- 11.8. 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.

12. Award of Contract

- 12.1. A panel of bidders/suppliers shall be selected for the rate contract.
- 12.2. The Empanelled suppliers will abide by all the Terms & Conditions of the Tender Document/Contract Agreement.
- 12.3. The valid bidder quoted higher discount for each product/ service shall be considered for award of contract order for that product(s)/ service(s).
- 12.4. 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.
- 12.5. Purchase Orders will be placed from various Departments/Offices/Centres with reference to the Contract.
- 12.6. If the quality of the product and service provided is not found satisfactory, IIT Jodhpur reserves the right to cancel or amend the contract without any obligation. We may remove or add any suppliers during the contract without prior notice.
- 12.7. IIT Jodhpur reserves the right to keep the number of firms in the Rate contract for similar items during the period Rate Contract with one or more parties.
- 12.8. All the discounts are to be quoted against the printed catalogue price. The updated catalogue will have to be submitted by the bidder in the first fortnight of January & first fortnight of July for review and finalization of the rate of different supplies.
- 12.9. The Director, IIT Jodhpur, reserves the right to accept the offer in full or in parts or reject it summarily or partly.
- 12.10. **Delivery:** All the goods ordered shall be delivered at the IIT Jodhpur, Karwar (NH-62), Nagaur Road, Jodhpur-342030, **within 15 days for domestic supplies & within 30 days for imported supplies** from the date of acceptance of the purchase order on as and when required basis. The bidder has to accept the order within 5 days of the order placement, otherwise it is deemed to be accepted by the bidder. The bidder has to mention the time of delivery of the supplies (15 Days/ 30 days) at the time of order acceptance only. All aspects of safe delivery and commissioning shall be the exclusive responsibility of the supplier.
- 12.11. **Extension of Delivery Period:** If the supplier would be 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

would fail to complete the order within the stipulated time, Institute reserves the right to cancel the contract/order.

12.12. 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 & 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 for the item(s) ordered by the respective department, 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, if the supplier/bidder fails to supply the order within the stipulated time, as mentioned clause 12.10. Penalties, if any, will be deducted from the Invoice.

12.13. Risk – purchase clause: If the awarded bidder will unable to supply the required material within the stipulated timeline, IIT Jodhpur reserves the right to fulfil the ordered requirement from the other vendor at the risk & cost of the awarded bidder against the delayed or failed delivery as per the conditions as clause 12.10.

12.14. Fall Clause – Prices charged for the stores supplied under 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.

13. 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.

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

- 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 behavior 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.
15. **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.
16. **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.**
17. **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.
18. **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.
19. **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.

Annexure – I

List of required brands/ List of Companies for laboratory Chemicals/Lab wares/Glasswares /Plastic wares/ Lab Consumables/Gases:

1. Chemicals	
1.01	Sigma-Aldrich
1.02	Fisher Scientific
1.03	Fluka
1.04	Across
1.05	GeNei
1.06	Qualigens
1.07	Alfa-Aesar
1.08	VWR
1.09	Pall Corporation
1.1	Spectrochem
1.11	Avra
1.12	Merck
1.13	Molychem
1.14	Himedia
1.15	Thermo Fisher Invitrogen
1.16	Otto Chemic
1.17	Merck Life Sciences
1.18	QIAGEN
1.19	ILS
1.2	Santa-Cruz (Bi-Biotech)
1.21	Cell signalling technology
1.22	TCI Chemicals
1.23	Cole-Parmer
1.24	Life Technology
1.25	Abcam Novas
1.26	Fermantas
1.27	R & D System
1.28	NEB
1.29	Bio-Rad
1.3	CDH
1.31	Biolegend
1.32	Eurofines
1.33	AVARICE
1.34	Renchem
1.35	Chemscene

1.36	SRL
1.37	BLD
1.38	SD Fine
1.39	QUALIKEMS
1.40	LOBACHEM
1.41	FINAR
1.42	Promega
1.43	MP Biomedical
1.44	Qiagen
1.45	ELAB Science
1.46	DSS Takara
1.47	Titan Biotech
2. Glasswares	
2.01	ILS
2.02	Tarson
2.03	Thermo
2.04	Sigma-Aldrich
2.05	Genaxy
2.06	Borosil
2.07	Riviera
2.08	Glassco
2.09	Brand
2.1	Duran
2.11	JSIL
2.12	Corning
2.13	Thermo Fisher
2.14	Blue Star
2.15	AXIVA
2.16	Cole-Parmer
2.17	Infusil
2.18	Accumax
2.19	Universal Biotechnology Private Limited
2.20	GenoBiosciences Private Limited (G-Biosciences)
2.21	Biohall Life Sciences Pvt Ltd
2.22	BR BIOCHEM LIFE SCIENCES PVT. LTD
2.23	SUPERTEK
2.24	HARCO
2.25	OMSONS GERMANY
2.26	ROMSONS
2.27	KIMTECH
2.28	MOLYCHEM

2.29	MICROLIT
2.30	PLANTILAB
2.31	POLYLAB
2.32	JENNSON
2.33	Neogene
3. Plasticware	
3.01	Eppendorf
3.02	Borosil
3.03	Thermo Fisher (All Range)
3.04	AXIVA
3.05	Cole-Parmer
3.06	Abdos
3.07	Tarsons
3.08	ILS
3.09	J-Sil
3.1	Corning
3.11	Star Lab
3.12	Sigma-Aldrich
3.13	Bio-Rad
3.14	Hi-Media
3.15	Polylab
3.16	Brand
3.17	Whatman
3.18	Thermo
3.19	Corning
3.2	Genaxy
3.21	Riviera
3.22	Glassco
3.23	Merck
3.24	Duran
3.25	Thermoscientific
3.26	Accumax
3.27	Universal Biotechnology Private Limited
3.28	GenoBiosciences Private Limited (G-Biosciences)
3.29	Biohall Life Sciences Pvt Ltd
3.30	BR BIOCHEM LIFE SCIENCES PVT. LTD
3.31	SUPERTEK
3.32	HARCO

3.33	OMSONS GERMANY
3.34	ROMSONS
3.35	KIMTECH
3.36	MOLYCHEM
3.37	MICROLIT
3.38	PLANTILAB
3.39	POLYLAB
3.40	JENNSON
3.41	Accumax-P'fact
4. Gases Refilling (UHP, Gas Purity: ≥99.999%)	
4.01	N ₂
4.02	CO ₂
4.03	Ar
4.04	He
4.05	H ₂
4.06	Zero Air
4.07	O ₂
4.08	NH ₃
4.09	SiCl ₂ H ₂
4.10	CH ₄
4.11	C ₂ H ₂
4.12	C ₄ F ₈
4.13	Cl ₂
4.14	BCl ₃
4.15	HBr
4.16	B ₂ H ₆
4.17	PH ₃
4.18	CF ₄
4.19	N ₂ O
4.20	SF ₆
4.21	Hydrogen (H ₂)
4.22	CHF ₃
4.23	SiH ₄
4.24	Tetraethyl orthosilicate Si((OC ₂ H ₅) ₄)
4.25	C ₂ H ₄
5. Gases	
5.01	CO ₂

5.02	Ar + H2 mixed gas
5.03	Nitrogen + H2 mixed gas and other mixture gases etc.
5.04	Liquid Nitrogen
5.05	Liquid Helium
6. HPLC & GC Columns	
6.01	Reveres phase
6.02	Normal phase
6.03	size exclusion column
6.04	GC Column
6.05	Chiral columns
6.06	Analytical
6.07	Chiral columns
6.08	C18
6.09	C8
6.1	Diol
6.11	Cyano
6.12	Silica
7. Consumables	
7.01	Pipette Bulbs
7.02	Merck TLC Plates
7.03	Paraffin Rolls
8. Services	
8.01	Genome Sequencing
8.02	Transcription Sequencing

Bidders must ensure before participating in this rate contract that they must have the latest printed price list / catalogue of the OEM/company for which the firm/bidder/reseller is participating.

Annexure-II

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. : _____

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

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

WHEREAS..... (Name and address of the Supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of contract no..... dated (hereinafter 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/nationalised bank recognised 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 the power to issue this Guarantee and discharge the obligations contemplated herein; the undersigned is duly authorised 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 the 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

BoQ (To be filled by bidder in the financial bid Only)

Sl. No.	Item Description	Discount offered in % (A separate sheet has to be attached by the Supplier with List of Chemicals along with brand names)	Discount Offered In Words
1. Chemicals			
1.01	Sigma-Aldrich		
1.02	Fisher Scientific		
1.03	Fluka		
1.04	Across		
1.05	GeNei		
1.06	Qualigens		
1.07	Alfa-Aesar		
1.08	VWR		
1.09	Pall Corporation		
1.1	Spectrochem		
1.11	Avra		
1.12	Merck		
1.13	Molychem		
1.14	Himedia		
1.15	Thermo Fisher Invitrogen		
1.16	Otto Chemic		
1.17	Merck Life Sciences		
1.18	QIAGEN		
1.19	ILS		
1.2	Santa-Cruz (Bi- Biotech)		
1.21	Cell signalling technology		
1.22	TCI Chemicals		
1.23	Cole-Parmer		
1.24	Life Technology		
1.25	Abcam Novas		
1.26	Fermantas		
1.27	R & D System		

1.28	NEB		
1.29	Bio-Rad		
1.3	CDH		
1.31	Biolegend		
1.32	Eurofines		
1.33	AVARICE		
1.34	Renchem		
1.35	Chemscene		
1.36	SRL		
1.37	BLD		
1.38	SD Fine		
1.39	QUALIKEMS		
1.40	LOBACHEM		
1.41	FINAR		
1.42	Promega		
1.43	MP Biomedical		
1.44	Qiagen		
1.45	ELAB Science		
1.46	DSS Takara		
1.47	Titan Biotech		
2. Glasswares			
2.01	ILS		
2.02	Tarson		
2.03	Thermo		
2.04	Sigma-Aldrich		
2.05	Genaxy		
2.06	Borosil		
2.07	Riviera		
2.08	Glassco		
2.09	Brand		
2.1	Duran		
2.11	JSIL		
2.12	Corning		
2.13	Thermo Fisher		

2.14	Blue Star		
2.15	AXIVA		
2.16	Cole-Parmer		
2.17	Infusil		
2.18	Accumax		
2.19	Universal Biotechnology Private Limited		
2.20	GenoBiosciences Private Limited (G- Biosciences)		
2.21	Biohall Life Sciences Pvt Ltd		
2.22	BR BIOCHEM LIFE SCIENCES PVT. LTD		
2.23	SUPERTEK		
2.24	HARCO		
2.25	OMSONS GERMANY		
2.26	ROMSONS		
2.27	KIMTECH		
2.28	MOLYCHEM		
2.29	MICROLIT		
2.30	PLANTILAB		
2.31	POLYLAB		
2.32	JENNSON		
2.33	Neogene		
3. Plasticware			
3.01	Eppendorf		
3.02	Borosil		
3.03	Thermo Fisher (All Range)		
3.04	AXIVA		
3.05	Cole-Parmer		
3.06	Abdos		
3.07	Tarsons		
3.08	ILS		
3.09	J-Sil		

3.1	Corning		
3.11	Star Lab		
3.12	Sigma-Aldrich		
3.13	Bio-Rad		
3.14	Hi-Media		
3.15	Polylab		
3.16	Brand		
3.17	Whatman		
3.18	Thermo		
3.19	Corning		
3.2	Genaxy		
3.21	Riviera		
3.22	Glassco		
3.23	Merck		
3.24	Duran		
3.25	Thermoscientific		
3.26	Accumax		
3.27	Universal Biotechnology Private Limited		
3.28	GenoBiosciences Private Limited (G- Biosciences)		
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3.31	SUPERTEK		
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3.33	OMSONS GERMANY		
3.34	ROMSONS		
3.35	KIMTECH		
3.36	MOLYCHEM		
3.37	MICROLIT		
3.38	PLANTILAB		

3.39	POLYLAB		
3.40	JENNSON		
3.41	Accumax-P'fact		
4. Gases Refilling (UHP, Gas Purity: ≥99.999%)			
4.01	N2		
4.02	CO2		
4.03	Ar		
4.04	He		
4.05	H2		
4.06	Zero Air		
4.07	O2		
4.08	NH3		
4.09	SiCl2H2		
4.10	CH4		
4.11	C2H2		
4.12	C4F8		
4.13	Cl2		
4.14	BCl3		
4.15	HBr		
4.16	B2H6		
4.17	PH3		
4.18	CF4		
4.19	N2O		
4.20	SF6		
4.21	Hydrogen (H2)		
4.22	CHF3		
4.23	SiH4		
4.24	Tetraethyl orthosilicate Si((OC2H5)4)		
4.25	C2H4		
5. Gases			
5.01	CO2		
5.02	Ar + H2 mixed gas		

5.03	Nitrogen + H2 mixed gas and other mixture gases etc.		
5.04	Liquid Nitrogen		
5.05	Liquid Helium		
6. HPLC & GC Columns			
6.01	Reveres phase		
6.02	Normal phase		
6.03	size exclusion column		
6.04	GC Column		
6.05	Chiral columns		
6.06	Analytical		
6.07	Chiral columns		
6.08	C18		
6.09	C8		
6.1	Diol		
6.11	Cyano		
6.12	Silica		
7. Consumables			
7.01	Pipette Bulbs		
7.02	Merck TLC Plates		
7.03	Paraffin Rolls		
8. Services			
8.01	Genome Sequencing		
8.02	Transcription Sequencing		

- In case of any mismatch in the offered discount in words & digits, the higher value of discount shall be considered for the evaluation.

All the discount offered by the bidders will be on **FOR, IIT Jodhpur basis only**.