

Re-Tender
for
Supply and Installation of
Variable Temperature Stage: Cryogen Cooling Workstation
at
Indian Institute of Technology Jodhpur

NIT No. : IITJ/SPS/PHY/2/1(I)/2015-16/21
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॥ त्वं ज्ञानमयो विज्ञानमयोऽसि ॥

Indian Institute of Technology Jodhpur
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Notice Inviting Tender

Indian Institute of Technology (IIT), Jodhpur, Rajasthan (hereinafter referred to as the “Institute”) an Educational Institute of National Importance, invites sealed tenders for supply & installation of the following item at the Institute from the manufacturer or its authorized dealers. You are requested to quote your best offer along with the complete details of specifications, terms & conditions. The tender document can be downloaded from the Institute website at URL Link: <http://www.iitj.ac.in> or from Central Public Procurement Portal link: <http://www.eprocure.gov.in>.

S. No.	Item Description	Quantity
1.	As per Annexure – A	As per Annexure – A

Quotation should be sealed and superscribed with tender number and due date of submission and address to:

“Officer-in-charge
Office of Stores and Purchase
IIT Jodhpur
Old Residency Road, Ratanada
Jodhpur – 342 011, Rajasthan”

The sealed quotations should reach the Institute, latest by July 20, 2015 by 03:00 PM and it will be opened on same day at 04:00 PM in the Conference Room, Administrative Block of the Institute in the presence of the bidder(s) or their authorized representative(s), who will present at the scheduled date and time.

Terms & Conditions:

- Earnest Money Deposit:** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs.10,000/- (Rupees Ten Thousand only) which is refundable and a non-refundable tender fee of Rs.200/- (Rupees Two Hundred only) by way of demand draft only. The demand drafts shall be drawn in favor of “Director, IIT Jodhpur” payable at Jodhpur.

The EMD of the successful bidder shall be returned after the completion of contract / order and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without demand drafts of EMD and tender fees shall be liable for rejection.

The firms who are registered with National Small Industries Corporation (NSIC) / or Small Scale Industrial (SSI) are exempted to furnishing the EMD and tender fee.

- Rates:** Rates should be quoted in Indian Rupees (INR) on FOR destination at IIT Jodhpur, Old Residency Road, Ratanada, Jodhpur – 342011, Rajasthan on **DOOR Delivery Basis**, inclusive of all the charges, with breaks –ups as:
 - Basic Cost.
 - VAT / CST as applicable.
 - Total Cost (F.O.R at IIT Jodhpur).

Note: Institute is registered with DSIR, Govt. of India (Custom Duty Notification No. 51/96- Custom dt: 23 July, 1996 and Central Excise Duty Notification No. 10/97- Central Excise dt: 1 March, 1997) and is therefore, exempted from Excise Duty and partial exempted from Custom Duty (CD applicable to IIT Jodhpur is 5.15%). Exemption certificate of the same shall be issued.

- Validity:** The quoted rates must be valid for period of 90 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the

period of validity. If the bidder quotes the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

4. **Warranty / Guarantee:** Bid must be quoted with three (03) years comprehensive on-site warranty / guarantee and it will be started from the date of the satisfactory installation / commissioning of goods, against the defect of any manufacturing, workmanship and poor quality of the components.
5. **Delivery & Installation:** All the goods ordered should be delivered & installed within 5 weeks from the date of issue of the purchase order. All the aspects of safe delivery, installation and commissioning shall be the exclusive responsibility of the supplier.

If the supplier fails to deliver, installation and commissioning of the goods on or before the stipulated date, then a penalty at the rate of 1% per week of the total order value shall be levied subject to maximum of 10% of the total order value.

6. **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-B) issued by any Nationalised/Scheduled Bank / or Fixed Deposit Receipt, for an amount equal to the 10% of order value and **it will be kept valid for a period of 60 days beyond the date of completion of warranty period. Warranty Period will be commenced from the date of the installation of the supplied item. Hence, be careful at the time of calculation of the validity date of Performance Bank Guarantee.**
7. **Payment Terms:** 90% payment against delivery and satisfactory installation, and balance 10% after the submission of Performance security. It is must to submit the Performance Security within one month after the delivery of the ordered material, otherwise the remaining 10% payment (equal to the amount of Performance Security) will be forfeited, due to noncompliance of tender Terms & Conditions.
8. Bidder shall submit a copy of the tender document and addenda thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document with guaranty warranty undertaking latter.
9. Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature must be enclosed with the bid.
10. **Applicable Law:**
 - The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
 - Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Jodhpur, Rajasthan, India only.

- 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. The decision of the Arbitrator shall be final and binding on both the parties.
 - Force Majeure: Any delay due to Force Majeure will not be attributable to the supplier.
11. After due evaluation of the bid(s), the Institute will award the contract to the lowest evaluated responsive tenderer.
 12. Conditional bid will be treated as unresponsive and it may be rejected.
 13. The Institute reserves the right to accept in part or in full or reject any or more quotation(s) without assigning any reasons or cancel the tendering process and reject all quotations at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).

Annexure-A

Variable Temperature Stage: Cryogen Cooling Workstation

Technical Specifications:

Fast cooldown and highly stable temperatures (0.005K) at the sample mount

Range: Liquid N₂ to 300 K (in case of Nitrogen) and Liquid H₂ to 300 K (in case of Helium)

Fast response to the changes in temperature: 8 - 10 min from 300 K to 77 K (nitrogen) and 300 K to 4.2 K (Helium)

Cooldown consumption: as small as possible (~ 0.5 liter)

Compatible with liquid nitrogen or liquid helium

No shielding flow losses and disconnect of transfer system from cryogenic workstation

Annexure – B

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

The Director
Indian Institute of Technology Jodhpur,
Jodhpur (India) 342011.

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 nationalized 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 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 an 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