

Tender Document for Appointment of Licensee for Lease of Shop for Stationery in Permanent Campus of IIT Jodhpur at Karwar, Jodhpur

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॥ त्वं ज्ञानमयो विज्ञानमयोऽसि ॥

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This Tender document includes statements, which reflect various assumptions and assessments made by the Institute in relation to the Contract. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require.

The assumptions, assessments, statements and information contained in this Tender document, may not be complete, accurate, adequate or correct. Each Tenderer should, therefore, conduct his/her own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender document and obtain independent advice from appropriate sources.

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Signature of the Tenderer

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Section-A

- 1. Scope** Indian Institute of Technology (IIT) Jodhpur, Rajasthan (hereinafter referred to as the "Institute"), an Educational Institute of National Importance, invites sealed tender(s) for appointment of Licensee for lease of Shop for Stationery only (as Annexure-I) for the Fraternity of IIT Jodhpur in Permanent Campus at Karwar (NH-65), Jodhpur as per the tender document. The bidder shall provide the required items to the Institute, and the items should be available all the time at a reasonable or fixed price, best quality and right quantity. 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>.
- 2. Eligibility Criteria** All the Bidders / Agencies / Shopkeepers must fulfill the following eligibility criteria and submit the documents and the declarations (duly self-attested) in support of their claim along with the Bid. The bids those are not meeting the Eligibility Criteria stated below and not accompanied with the requisite documents/EMD shall be treated as incomplete hence be rejected.
- The Applicant/Tenderer should be a native of Rajasthan;
 - The age of Applicant/Tenderer should be in between 18 years to 60 years on the last date of submission of tender;
 - Educational qualification should be minimum 12th standard;
 - The bidders shall submit details of experience in running a shop or related field at least for a period of minimum two years before the date of tender along with documentary proof;
 - Quality certificate or any other certificates / license as applicable may be submitted;
 - Bidder should not be black listed/debarred by the Institute or any other agency for a period of one year from the last date of submission of this tender. An affidavit to that effect on Non-Judicial stamp paper of Rs.10/- duly notarized must be enclosed with the technical bid in prescribed format. The proforma of the affidavit is attached with the tender as Annexure - IV.
 - Copy of Registration of the Shop/Agency / Firm / Company issued by the Nagar Nigam/concerned authority of the Rajasthan Shops and Commercial Establishment Act is must wherever applicable;
 - The Agency/Firm/Bidder is required to submit a self-attested copy of PAN/TAN/TIN certificates wherever applicable;
 - The bidder shall submit ITR of last 02 years.
 - Annual Turnover of the firm should be more than 10 Lakh & above.

3. Evaluation of Tenders:

- a. The tender will be evaluated based on Technical Evaluation Parameters as mentioned below:

S. No.	Parameter	Evaluation Criteria	Maximum Marks
1.	Experience of running a Registered shop of Stationery at least for a period of two years	2 Years = 20 Marks 3 Years = 30 Marks 4 Years = 40 Marks 5 Years = 50 Marks	50
2.	Educational Qualification	12 th standard = No Marks Graduate = 10 Marks	10
3.	Annual Turnover	10 Lakh = 10 Marks 20 Lakh = 20 Marks	20
3.	Personal Interview / Interaction	Oral Communication, Personality, Knowledge of Trade	20

Bidders will be evaluated finally on the basis of above evaluation table. Bidders who fulfill the eligibility criteria will only be evaluated based on the above table.

b. **Selection of Vendor** Tenderer who will get highest marks after evaluation of tender will be selected to provide the services.

c. A Committee constituted by the Institute shall evaluate the tenders. The decision of the Committee in the evaluation of the Tenders shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.

d. Any approach from the tenderer or his representative, trying to influence the decision on the tender, officially or otherwise, shall render the tender liable to be summarily rejected. The Committee has been empowered to take the final decision regarding the tender.

- b. **Amendment of Tender Document** At any time prior to the deadline for submission of proposals, Institute may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer modify the Tender Document by issuing an addendum/corrigendum. Any Addendum/corrigendum thus issued shall become a part of the Tender Document and will also be posted on the website of the Institute. To provide reasonable time to the prospective Tenderers to take an addendum into account while preparing their proposals, the deadline for submission of proposals may be extended, at the discretion of the Committee, if required.

Section-B

1. Submission of Tender:

1. Pre-bid meeting will be held on March 18, 2017 at 03:00 PM at Visitors' room, Administrative Block, IIT Jodhpur. The prospective tenderer(s) are requested to attend the pre-bid meeting on scheduled date and time. Technical requirements, Terms & Conditions or any other query related to this tender shall be opened for discussion for wider competition and competitive prices. The Pre-bid queries to be submitted on or before March 18, 2017 by 02:00 PM on the above given email id. No queries would be acceptable after the prescribed timeline. The Tender of the bidders should be received as mentioned in the appropriate manner by March 30, 2017 by 03:00 PM.
2. The interested parties may inspect the premises before submitting the tender form.
3. Tenders in the name of the Minors or on behalf of the Minors will be rejected, duly forfeiting the EMD.
4. In case of Firms /Companies/Institutes etc., the authorized representative can submit the tender application along with authorization letter.
5. The tender form, duly filled in, along with the Demand Draft in original towards the EMD amount should be enclosed together with the form of Terms and Conditions with signatures on each page and any other supporting certificates shall be kept in a cover, the Shop/ Nature of Business, Name and Address of the tenderer shall be indicated.
6. The tenders received after the stipulated date and time will not be accepted. Tenders will be opened by the Committee. The tenderers or their authorized representative (only one) may present while opening the sealed covers.
7. The Tender forms not accompanied by the Demand Draft/Banker's Cheque in original from Nationalized Banks towards the requisite EMD, incomplete filled in Tender forms and unsigned Terms & Conditions will be rejected.
8. Tender forms with any pre-conditions or additional conditions other than the conditions prescribed and supplied by the Institute/Licenser will summarily be rejected at the time of opening of Tenders.
9. The Tenderer shall sign on each page of Tender form duly enclosing the requisite EMD be kept in sealed cover. The name of the business/shop for which the tender quoted shall be written in capital letters on top of the sealed cover. The sealed cover shall be dropped in the Tender Box kept at the Administration block of the Institute by the tenderer. .

2. Earnest Money Deposit (EMD):

1. The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs.2,000/- (Rupees Two Thousand only) which is refundable by way of demand draft only.
2. The demand drafts shall be drawn in favour of "Director, IIT Jodhpur" payable at Jodhpur.
3. The EMD amount will not carry any interest.
4. EMD is not exempted to any Organizations/ Institutions/ Communities etc., Society/ Voluntary entities.
5. The Earnest Money Deposit of the tenderer, whose tender has been accepted, will be returned on the submission of the performance security, and for unsuccessful bidder(s) it would be returned after award of the contract.
6. Earnest money deposit of the successful tenderer shall be forfeited, if it refuses or neglects to execute the order or fails to furnish the required performance security within the time frame as specified by the Institute.
7. After the award of the contract to the successful tenderer, the earnest money deposit of the unsuccessful tenderer(s) will be refunded within 30 days.
8. Institute reserves the right to reject any one or all the Tenders received without assigning any reason. No correspondence in respect of the decisions arrived by the tender committee will be entertained.

- 3. Opening of Tenders** The Tenders will be opened on March 30, 2017 at 04:00 PM at Visitors' Room, Administration Block, IIT Jodhpur, Old Residency Road, Ratanada, Jodhpur. The Tenderer or any of its authorized representative holding authorization letter who wish to be present at the time of opening of tenders, can attend the tenders. The Applicant/Representative of the Applicant shall produce self attested copy of valid Photo Identity Card (PAN Card, AADHAR, Voter Id, Driving License Passport, Ration Card). In case of date of opening of tender is declared holiday, then the date of opening will be the next working day.

Section-C

1. **Allotment of Contract** As per the recommendations of the Estate Committee (EC), the contract will be allotted to the successful tenderer. The successful tenderer shall enter into an agreement for running the shop for which he/she emerged as successful tenderer within 15 days from the date of issue of allotment letter.
2. **Term/Period of Contract** The period of contract of Shops will be one year and extendable upto 05 years on the basis of satisfactory service performance.
3. **License Period/Minimum Period of Doing Business:**
 - a. The License period of Shops shall be for five years only.
 - b. The licensee shall have to run the business for a minimum period of one (1) year in respect of Shops from the date of entering agreement. If the Licensee desires to vacate the premises for whatsoever reasons before completion of license period of (1) year, the licensee has to pay the balance amount which falls short of the amount equivalent to (1) One Year license fee.
 - c. The license fee shall be increased by 5 percent (%) of the rent amount.
 - d. The successful tenderer/allottee shall enter into deed of license for five years or as the case may be and commence the business within seven (7) days from the date of receipt of allotment letter or within fifteen (15) days from the date of issue of allotment letter, whichever is earlier on non-judicial stamp paper worth Rs.500/-, which has to be produced by the allottee /tenderer. If the allottee fails to enter into deed of license and commence the business within fifteen (15) days from the date of payment of security deposit, the Security Deposit and three months advance license fee is liable for forfeiture.
 - e. Payment of License Fee: The licensee shall have to pay monthly license fee on or before 05th of every month. In case of belated payment of monthly license fee, electricity and watercharges penalty @ 36% per annum of the amount due shall be paid.

f. **Non Exclusive Clauses:** The allotment of Shops shall be on “NON EXCLUSIVE BASIS” i.e. the Institute shall have right to grant license to more than One licensee to do same Business in the same Premises.

4. Security Deposit/Performance Guarantee

- a. The successful tenderer shall deposit a sum of Rs.10,000/- (Rupees Ten Thousand only) as Security Deposit in the form of Demand Draft drawn in favour of “Director, IIT Jodhpur, and three months advance license fee within 15 days from the date of allotment order.
- b. The security deposit shall not carry any interest.
- c. The Security deposit is refundable only after completion of license period.
- d. Security deposit will not be adjusted towards the license fee payable by the licensee during the license period.
- e. The security deposit of licensee of Shop shall be refunded only after removal/dismantling additional structures, constructed by them for their use, if any.
- f. In case the licensees vacate the premises without dismantling /removing the additional structures the cost of dismantling /removing the additional structures shall be adjusted out of the security deposit and the balance shall be refunded.
- g. The Security deposit is liable for forfeiture in the event of failure by the licensee to pay the license fee or termination of license or for breach of any condition/conditions of license.

5. Termination of Contract

1. Termination of License duly forfeiting the Security Deposit in the event of:
 - a. The licensor is at liberty to terminate the license with month’s notice, without assigning any reasons.
 - b. The licensee fails to give (3) three months advance notice to the Institute for termination of license, after completion of Nine (9) months period in case of Shops from the day of enter into an agreement.
 - c. The licensee defaults in payment of license fee for three months consecutively or three times in calendar year, the license can be terminated and the security deposit will be forfeited.
 - d. The licensee fails to do the business in the stall for a period of (90) Ninety day (for which the license is granted) for what so ever reasons, non-payment of Security Deposit and enter into an agreement in the stipulated period.
2. The licensor shall have the right to terminate the license (contract) if in his opinion the quality of goods/services sold is not up to the standard/satisfactory besides forfeiting the security deposit.

Section-D

1. Specific Terms and Conditions:

- a. **Product Pricing:** The items permitted to sell in the shops, shall not higher than the rates prevailing in the local market or shall not exceed MRP as the case may be and shall run the business in accordance with laws. The Committee of the Institute may verify the price of the selling items time to time. In case of any discrimination, penalty may be imposed and administrative action can be taken.
- b. Contract will be extended annually only after reviewing by the Committee.
- c. The area of the allotted shop will be approx. 100 square feet. The license fee will be calculated based on exact area allocated for the shop by the Institute.
- d. License fee of the shop will be @ Rs.7/- per square feet.
- e. **Electricity & Water Charges:** The Electricity Charges shall be paid as per the sub meter reading and as per the tariff or as decided by the Committee in accordance with the instructions issued from time to time. In case water is provided to licensee, water charges shall be paid by the

licensee regularly, as fixed by the Committee. The sub meters should be Electrical Digital Proof, and will be procured at the cost of the licensee.

- f. Reputed brands with international &/ multi-city presence will be preferred.
- g. The Committee will have right to see the quality, market price, and reasonability of the items.
- h. Encouraged to install swiping machines for convenience in payments for the goods delivered.
- i. No subletting of work will be allowed at any stage.

2. General Terms and Conditions:

- i. The Tenderer shall have to submit the tender form only for the business mentioned against such shop and for any multiple business, there should be separate Tender form and separate sealed cover to be submitted. No combined quotation for multiple business should be submitted and for any deviation, the tender will be rejected.
- ii. The successful Tenderer will be allowed to commence the business upon the satisfaction of other formalities like payment of security deposit, execution of agreement (Deed of License) failing which EMD/SD paid will be forfeited besides canceling the license.
- iii. **Change of Nature of Business:** The licensee has to do the same business which is mentioned in the tender notification and for which license is issued. If the licensee is found doing business in the Shop other than the stipulated in the deed of license, the license is liable for termination duly forfeiting the Security Deposit.
- iv. In the event of death of licensee, the license shall come to an end. However, the licensor may permit the Legal Heir of the licensee to run the business on the same Terms & Conditions for the remaining period of license on execution of fresh deed of license by such Heir.
- v. The shop or premises will be given "as is where is condition" to the successful licensee. Any modifications, changes, alterations, repairs, if any required shall be undertaken by the licensee at his own cost with the prior permission of the Institute concerned and as per the drawings approved by the Institute.
- vi. **Confinement to the Area of Shops:**
 - a. The licensee has to perform the business by confining to the extent of Shops, allotted as mentioned in the tender notification or as recorded in the deed of license. There should not be any encroachment of platforms, area of other shop by licensee, under any circumstances.
 - b. If the licensee encroaches the platforms, area meant for passengers movement or area of other shop/open space, the licensee is liable for payment of penalty. If the licensee is habituated for encroachment, liable for termination by serving a notice.
 - c. Bio waste management should be in a proper way. The premises and surroundings of the shop shall be kept clean and tidy condition by keeping dustbins at appropriate places and are subject to inspection by the officials of the licensor and the Municipal Authorities. Non compliance will attract imposing of penalty up to Rs.1000/- on each occasion. Plastic Bags will be totally prohibited inside the Campus.
 - d. A "Suggestions & Complaints" book at his establishment which shall be made available to the public on demand immediately. Any suggestions or complaints are made by the public; it is the responsibility of the licensee to bring it to the notice of the licensor. The said book shall be produced to inspecting officials. The "Suggestions & Complaints" recorded in the suggestions & complaints book be scrupulously followed and failure to follow will lead to levy of penalty or termination of agreement of forfeiture of security deposit at the discretion of the Institute.
 - e. The licensee has to undertake white washing / painting of the shop premises once in a year at his own cost.
 - f. On the expiry of the period of the license or on its termination, as the case may be, the licensee shall deliver vacant possession of the premises intact, to the licensor at 17.00 hrs. on the last day of contract.
 - g. In the event of the Licensee fails to deliver vacant possession of the shop/premises to the licensor, the licensor shall have right to take possession of the premises by putting his

own lock and key to the said premises. The articles, if any, left by the licensee, will be kept in public auction on the next day of taking over the premises by the licensor.

- h. Licensee shall ensure that fire detection and suppression measures installed inside the premises are kept in good working condition at all times, and also ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires.

vii. Manpower deployment:

- a. The licensee shall register himself as a Contractor under the Contract Labour (Regulation and Abolition) Act 1970.
- b. The licensee has to pay amounts, in case of any accident to the personnel employed by them during the business time. The licensee is alone for liable workmen's compensation and any other statutory dues and Institute is not liable for payment of any such amount.

viii. Taxes:

The licensee shall pay all the taxes which are levied by the Central Government and the State Government from time to time. The Institute is not liable for the penalties against non-payment of these taxes or default therein. Any default, non-payment of taxes to statutory authorities will cause termination of license and vacation of premises.

- ix. All the above terms and conditions will form part of agreement. The licensee will have to be bound by these conditions in addition to any other conditions prescribed by the Institute.
- x. All notices, consents, sanctions directions and approval referred to in this agreement or otherwise shall be given by the licensor to the licensee in writing.
- xi. The process in the said auction will be adjusted towards the arrears of license fee etc., and the balance, if any, will be refunded to the licensee.
- xii. Failure to deliver vacant possession by the Licensee to the licensor, shall entitle the Licensor to forfeit the Security deposit.
- xiii. In the event of any damages caused to the shop premises or property of the Licensor by the Licensee or his representatives, agents or servants during the subsistence of licensee period, the licensee shall make good to the Licensor shall have right to recover the said sum from the Security Deposit of the licensee.
- xiv. No accommodation shall be provided to shopkeeper or their employee in the campus. Likewise, no person related to shop, will be allowed to stay in the campus after closing of shop.
- xv. During the agreement period, the licensor is at liberty to alter /modify /add/delete in the condition(s) of the agreement in the interest of the Institute.

xvi. Prohibitions:

- a. No shopkeeper should sell any prohibited items by the Institute or by the Government or any enforcing agencies. They shall adhere to the code of the conduct laid down by the Institute from time to time. The licence agreement can be terminated at any point of time without assigning any reasons including violation of contractual obligations.
- b. **Use of polythene:** All the shopkeepers shall submit an undertaking for not using the polythene covers which are banned by the State / Central Governments or any other agency.
- c. No child labourer shall be employed for servicing as per law.
- d. The licensee shall not exhibit or permit any advertisement in the shop, except the same and style of his/her business, and the cutout/poster/hording should not be obscene. In case of misbehavior, assault on person / employees Institute, any act or comment tarnishing the image of Institute by the licensee or his representative /workers lead to impose penalty or termination of contract duly forfeiting the Security Deposit amount.
- e. **Sub Shops/Outlets:** Permission shall not be accorded to any licensee to open sub shop/Outlets under any circumstances for whatsoever reasons.

xvii. The operation of the shop's timings shall be as directions of the Committee.

xviii. Institute reserves the right to accept or reject the tender of any shop or shops at the sole discretion Institute without assigning any reasons thereof.

3. Penalty Provision:

- 3.1 In the opinion of the licensor, if the licensee falls to execute the license for the terms mutually agreed and enter in the agreement/contract between the licensor and the licensee to satisfaction of the licensor, the Institute (licensor) has the right to take the following actions.
- 3.2 Imposition of fine for breach of contract by authorized officer of the Institute.
- 3.3 Forfeiture of Security Deposit either partly or fully.
- 3.4 Termination of license by giving one month's notice.
- 3.5 Termination of contract with the above due notice and also simultaneous forfeiture of security deposit.
- 3.6 In the event of any statutory authorities imposes any punishment or fines etc., and if the Institute is made a party in such penal action the Institute has got the authority to keep security deposit etc., with it until it is proved to the satisfaction of the Institute that such penal actions are ceased. Such penal actions may be a reason for termination of Contract.

4. Dispute Redressal & Applicable Law:

- 4.1 In all disputes and doubts or interpretation of the clauses or conditions applicable to the license or otherwise, the decision of the Institute shall be final and binding on the licensee.
- 4.2 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.
- 4.3 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.
- 4.4 **Force Majeure:** Any delay due to Force Majeure will not be attributable to the Vendor. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Vendor or its employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Vendor for a period exceeding a continuous period of 7 (seven) days.



Indian Institute of Technology Jodhpur

Office of Stores and Purchase

ANNEXURE I

1. The licensee should ensure that all stationery items like register, pen, pencil, eraser, sharpner, ruler, folder, file, scissors, engineering instruments, etc. shall be available at the Stationery Shop all the time.
2. The licensee should ensure to install good quality Photocopier Machines, B/W and colour Printer and the rates will be charged as given below or less. The tenderer has to agree the rates as follows:

a	Black & White Photocopy, A4 size paper	Re. 0.50
b	Black & White Photocopy, A3 size paper	Rs. 1.50
c	Black & White printing, A4 size paper	Rs. 2.00
d	Black & white printing, A3 size paper	Rs. 4.00
e	Colour Printing, A4 size paper	Rs. 10.00
f	Colour Printing, A3 size paper	Rs. 15.00
g	Lamination of A4 size paper	Rs.15.00
h	Lamination of A3 size paper	Rs.20.00

3. The licensee should ensure to upgrade the service as per the technological developments taking place in the areas of computer hardware, photocopying, binding, etc.
4. The Photocopier, shall be of reputed brands like Modi, Xerox, Canon, Godrej having latest configuration.



Indian Institute of Technology Jodhpur

Office of Stores and Purchase

ANNEXURE II

Application Form

For

To
The Officer In-charge (Stores & Purchase)
IIT Jodhpur
Old Residency Road, Ratanada
Jodhpur 342011

Dear Sir

This is in reference to Tender Notification No. IITJ/SPS/BA/SS/2016-2017/11, dated 09/03/2017 regarding allotment of Shop for Stationery at Permanent Campus of IIT Jodhpur located at Karwar Village, Jodhpur. I, hereby submit Tender in the prescribed format. I have read all the *Terms and Conditions* supplied along with the Tender Form thoroughly and understood the full content. Further, I hereby agree to abide by the Terms and Conditions stipulated by the IIT Jodhpur from time to time during the operation of my business on awarding the License for the same.

Thank you.

Yours faithfully

Signature of the Applicant

Full Name: _____

Permanent Address: _____

Mobile PhoneNo: _____



Indian Institute of Technology Jodhpur

Office of Stores and Purchase

ANNEXURE III

Applicant Information Sheet

1. Name of the Applicant: _____

2. Father's Name of Applicant: _____

3. Nature of Current Business : _____

4. Age of the Tenderer : _____

5. EMD Particulars:

DD Amount : Rs. _____

DD No. : _____

Date : _____

Bank Details : _____

5. Full Address of Applicant: _____

7. Pan Card No. : _____

8. I offer the following sureties who have signed hereunder as Sureties.

Sl.No.	Name of the Sureties	Occupation	Signature
--------	----------------------	------------	-----------

1.

2.

3.

Signature of the Applicant

ANNEXURE IV

DECLARATION REGARDING BLACKLISTING/DEBARRING FOR TAKING PART IN TENDER.

(To be executed &attested by Public Notary / Executive Magistrate on Rs.10/- non-judicial Stamp paper by the bidder)

I / We _____, the shopkeeper hereby declare that the shop namely _____ has not been blacklisted or debarred in the past by Union / State Government or organization or Institute from taking part in Government tenders in India.

Or

I / We _____, the shopkeeper hereby declare that the shop namely _____ was blacklisted or debarred by Union / State Government or any Organization or Institute from taking part in Government tenders for a period of _____ years w.e.f. _____ to _____. The period is over on _____ and now the firm/shop is entitled to take part in Government tenders.

In case the above information found false I/we are fully aware that the tender/ contract will be rejected/cancelled by Director, IIT Jodhpur, and EMD/ Performance Security shall be forfeited.

In addition to the above Director, IIT Jodhpur will not be responsible to pay the bills for any completed / partially completed work.

DEPONENT

Name _____

Address _____

Attested:

(Public Notary / Executive Magistrate)