

Notice Inviting Limited Tender (under Two Bid System)
for

Complete Services
(Planning, Shooting, Editing, Documenting & Certification) for
Making a Documentary Film
for the Indian Institute of Technology Jodhpur

Number	IITJ/SPS/HSS/VS/2018-19/1
Issue Date	08 May 2018
Pre-bid Meeting	21 May 2018 at 15:00 hours at <i>Meeting Room (Ground Floor)</i> <i>Office of Stores and Purchase</i> <i>Institute Building, IIT Jodhpur</i> <i>NH65 Nagaur Road, Karwad 342037</i>
Deadline for Filing Tender and Opening of Technical Bids of the Tenders	3 July 2018 by 15:00 hours <i>Tender Box</i> <i>Office of Stores and Purchase</i> <i>Institute Building, IIT Jodhpur</i> <i>NH65 Nagaur Road, Karwad 342037</i>
	3 July 2018 by 16:00 hours <i>Meeting Room</i> <i>Office of Stores and Purchase</i> <i>Institute Building, IIT Jodhpur</i> <i>NH65 Nagaur Road, Karwad 342037</i> in the presence of all bidders or their authorized representatives present at that time.



॥ त्वं ज्ञानमयो विज्ञानमयोऽसि ॥

Office of Stores & Purchase
Indian Institute of Technology Jodhpur
NH 65, Nagaur Road, Karwad 342037
Jodhpur District
Tele Fax: (0291) 2801 101; eMail: sps@iitj.ac.in

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Notice Inviting Tender

Indian Institute of Technology Jodhpur (hereinafter referred to as the *Institute*) is an Institute of National Importance, established by an Act of Parliament of India, the *Institutes of Technology Act, 1961* and *Institutes of Technology (Amendment) Act, 2012*. It was established in 2008 to foster *Technology Education & Research* in India. As on date, the *Institute* has about 854 *Students* and about 120 *Faculty & Staff Members*. Its Faculty Members are engaged in Sponsored Research. As part of one of the Sponsored Research Projects of one of its Faculty Members, the *Institute* seeks through this *Limited Tender Announcement to Make a Documentary Film* on an important subject, where movie making services can be rendered.

Now, the *Institute* is desirous to *outsource* the complete services (of *Planning, Shooting, Editing, Documenting & Certification*) for *Making a Documentary Film* for the *Institute* (hereinafter referred to as the *Product*), including:

- (1) Professional consultancy services of planning the film;
- (2) Technical Services of *Shooting, Editing* and *Documenting* the film; and
- (3) Special services related to facilitating in the seeking of *Certification* of the film from the statutory bodies.

The *Institute* is looking for interested organisations having adequate experience in the said services in related areas/fields backed by sufficient bench strength of *competent* personnel, hereinafter called the *Service Provider*.

The *Institute* invites sealed tenders from reputed Service Providers for the *making* the said *Documentary Film* for the *Institute*. The Tender document can be downloaded from the *Institute's* website at <http://www.iitj.ac.in/tenders/index.php?id=services> or from Central Public Procurement Portal at <http://www.eprocure.gov.in>.

Bids in response to the Tender shall be sealed in an envelope *super-scribed* with Tender Number, Due Date and Time of Submission, which is addressed to:

Assistant Registrar (Stores & Purchase)
Indian Institute of Technology Jodhpur
NH65 Nagaur Road
Karwad 342037
Jodhpur District

and submitted before the deadline mentioned.

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1. SCOPE OF WORK

The scope of work includes *Planning, Shooting, Editing, Documenting & Certification for Making a Documentary Film* under the working title '**Under Another Sky**' for the Indian Institute of Technology Jodhpur. The objective of the *Product* is to familiarize the audience with the nexus of gender-culture-literature in Rajasthan as practiced in the *Bishnoi* community and the *Peeplantri* Village. The detailed requirements of various functions of moviemaking are listed below:

Particulars	Description
Language	English
Duration	25-30 minutes (long version) and 12 minutes (short version)
Format	Ultra-High Definition 4,000 pixels HD
Target Audience	Indian and International
Working Title	Under Another Sky
Objective	To familiarize the audience with the nexus of <i>gender-culture-literature</i> in Rajasthan as practiced in the <i>Bishnoi</i> community and the <i>Peeplantri</i> Village
Treatment of the Film	Engaging, Cohesive and Creative
Location of Shooting	Various cities, government and private Institutes, and other locations all over India according to your concept, including at the <i>Peeplantri</i> Village and in Rajasthan
Stock/ Archival footage, music score, etc.	Procuring/purchasing any stock or archival footage to be used in the film will be the responsibility of the bidder
Music	Musical score for the film should be original.
Narration/ Anchor	Standard English accent with received pronunciation and clear diction, which is intelligible by both Indian and International audiences.
Subtitles	Yes; in English
Submission of Edited Film	In 9 months from the date of award of work

Deliverable

- (1) Rough cut and the final version of the film in full resolution HD format (.MOV file) and MPEG 4 (or its advanced version) in a professional Hard Disk.

2. PERSONNEL

To provide the services mentioned in above, the *Service Provider* shall engage only such persons, who are competent (with adequate *educational qualification* and *experience* as per the requirements laid down by the Committee of the *Institute*).

3. ELIGIBILITY CRITERIA

The prospective Service Provider must:

- (2) Be a Proprietorship firm, a Partnership firm, an Indian company, any other legal entity or individual having at least 10 years of experience in corporate/documentary film making;
- (3) Not have been involved in any criminal proceeding and should not have been

debarred or blacklisted from any Government or Department or Private Organization or Authority. An affidavit with the declaration shall be furnished as per *Annexure A*; and

- (4) Have made at least 1 documentary film for any Ministry or Department of Central or State Government in the last 10 years.

4. SUBMISSION AND OPENING OF BIDS

A. Submission of Tender

The following are the *Terms & Conditions* related to the Submission of the Tender:

- (1) Pre-bid meeting will be held at **21May2018, 15.00 hours** at Meeting Room, Office of Stores & Purchase, Institute Building, IIT Jodhpur, NH 65 Nagaur Road, Karwad. The prospective Service Providers 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 latest **by 14:00 hours on 21 May 2018 by** the authorized representative on the official email (sps@iitj.ac.in) or through courier/speed post. No query shall be admitted after the prescribed timeline.
- (2) Tenders in *the name of the Minors* or *on behalf of the Minors* will be rejected, duly forfeiting the EMD;
- (3) In case of Firms, Companies, Institutes, *etc.*, only the authorized representative can submit the tender application along with authorization letter;
- (4) The tender document along with the *Demand Draft* in original towards the EMD (**Rs.50,000**) amount should be enclosed together with the form of *Terms & Conditions* with signatures on each page and any other supporting certificates shall be kept in a cover, the Name and Address of the Service Provider shall be indicated;
- (5) The Tender not accompanied by the Demand Draft or Banker's Cheque in original from Nationalized Banks towards the requisite EMD; incompletely filled in Tender forms and unsigned *Terms & Conditions* will be rejected;
- (6) The tenders received after the stipulated date and time will not be accepted. Tenders will be opened in presence of the committee members. The Service Providers or their authorized representative (only one) may be present while opening the sealed covers;
- (7) Tender with any pre-conditions or additional conditions other than the conditions prescribed and supplied by the *Institute* will summarily be rejected at the time of opening of Tenders;
- (8) The Service Provider shall sign on each page of Tender document, and duly enclose the requisite EMD in sealed cover. The name of the Services for which the tender quoted shall be written in capital letters on top of the sealed cover. The sealed cover shall be dropped by the Service Provider in the *Tender Box* kept at the Office of Stores & Purchase, Institute Building, IIT Jodhpur, NH 65 Nagaur Road, Karwad; and
- (9) The Tender should be submitted in *English* only.

The Tender shall be submitted in line with *Two Envelope System*, namely:

- (1) *Envelope 1* shall contain *Technical Bid*, giving details of the prospective Service Provider; the details of the *Technical Bid* shall be provided in line with the format provided in *Annexure A*;
- (2) *Envelope 2* shall contain the *Financial Bid*, giving details of payments being sought from the *Institute* by the Service Provider; the details of the *Financial Bid* shall be provided in line with the format provided in *Annexure B*;
- (3) Each of the above two envelopes should be sealed *separately*, and super-scribed with *Tender Number, Envelope Number (1 or 2), Name of the Bid (Technical Bid or Financial Bid)*, and Name of the prospective Service Provider; and
- (4) The two envelopes (*Envelope 1: TECHNICAL BID*, and *Envelope 2: FINANCIAL BID*) should be placed in a third envelope (*Envelope 3: TOTAL BID*).

B. Tender Fee and EMD

The prospective Service Provider shall pay a Tender Fee of Rs.500/- and EMD of Rs. 50,000/- (There were different numbers in diff places.) in the form of a Demand Draft drawn in favour of Director, IIT Jodhpur along with the Bid in Envelope 3.

C. Copyright

IIT Jodhpur shall hold proprietary rights on the use, sharing, screening and selling of the intellectual and other contents of the rough cut and final versions of the film.

D. Schedule of Payment

Payment will be made in following stages:

- (1) 25% of the contract value (plus taxes thereof, less deductions if any) would be released on initiation (that is submission of Performance Bank Guarantee as per Annexure-C and the letter accepting the terms and conditions AND submission and acceptance of work order for production of film);
- (2) 25% of the contract value (plus taxes thereof, less deduction if any) would be released on submission of the scripts, duly accepted by Director, IIT Jodhpur;
- (3) 30% on submission of the rough cuts for preview (plus taxes thereof, less deduction if any);
- (4) 20% of the contract value (plus taxes thereof, less deductions if any) along with the Security Deposit would be released on submission of the final deliverables of the film.

At all stages, the statutory taxes, levies and government deductions will be made as per the rules. Release of these amounts in stages will be subject to submission of BG as specified.

E. Opening of the Tenders

The following are the *Terms & Conditions* related to the Opening of the Tenders:

- (1) The Tenders will be opened at 15:00 hours on 3rd July 2018 at Meeting Room, Office of Stores & Purchase, Institute Building, IIT Jodhpur, NH 65 Nagaur Road, Karwad 342037, Jodhpur District. The Bidder or its authorized representative holding authorization letter, who wish to be present at the time of opening of tenders, can attend the tenders. The Bidder or its authorized representative shall produce *self-*

- attested copy* of valid Photo Identity Card (PAN Card, AADHAR, Voter Identity Card, Driving License Passport, or Ration Card). In case of date of opening of tender is declared as a holiday, then the date of opening will be the next working day; and
- (2) Financial bid(s) will be opened only of Service Providers found technically competent.

F. Financial Evaluation

A date, time and venue will be notified to all short-listed applicants for announcing the result of technical evaluation and opening of the Financial Proposals. The opening of Financial Proposal shall be done in presence of respective authorized representatives of the applicants, who choose to remain present. IIT Jodhpur will not entertain any query or clarification from applicants, who fail to qualify at any stage of selection process. The financial proposals of all the technically qualified applicants will be opened and the work will be awarded to the applicant quoting the Least Cost (L1).

5. DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID

The bidder must attach the copies of following documents along with its bid on the **self-attested Company letter head** with complete address, contact numbers and email address:

- (1) Undertaking that you meet the eligibility criteria and indicate which one (please submit or highlight proof);
- (2) Profile of the *Service Provider* (not more than five A4 pages) with mention of past projects and brief description of body of work in each project;
- (3) Company profile (not more than one A4 page), **GST Registration Certificate Number**, Income Tax Registration Certificate, PAN Number, Firm/Company Registration Certificate, Firm/Company Registration Certificate, Service Tax Registration Certificate/Number, TIN Number, Other Statutory Registrations/Licenses, (if any);
- (4) Description of your vision and creative approach to the film and visual treatment;
- (5) List and description of proposed people to interview; choice of narrator/anchor; special techniques to be employed in filming;
- (6) List of project locations (indicate cities or locations in India) and footage (indicate how much original and archival footage you will use);
- (7) Total project cost with break-up on pre-production; travel, boarding, lodging; actual shoot; post-production etc. All expenditure in making and completing the film should be included in the final cost projected and agreed;
- (8) Specification of format: HD or UHD 4K;
- (9) Proposals of eligible Film makers clearly mentioning the name, address, email address and mobile phone number of the bidder or authorized representative (online);
- (10) Testimonials and web-links, if any (not more than one A-4 page);
- (11) Details of Government projects completed;
- (12) Bank Solvency Certificate;
- (13) Gross turnover and profit for the last three financial years (from 2011-12 and onwards), audited balance sheet and profit and loss accounts for respective years;

(14) Other documents, if any, as mentioned elsewhere in the Tender document.

The bidder shall submit the self-attested copies of the above documents (other than the Bank Draft). Any bid not accompanied by any of such documents shall be rejected.

6. OTHER INSTRUCTIONS

The other instructions related to submitting the bid are as below:

- (1) Tender Application Form;
- (2) Every page of the Limited Tender must be self attested by bidder;
- (3) The bid document shall be complete in all respects, and every page of the same along with all attachments shall be signed by the authorised person on the behalf of the bidder;
- (4) Striking off of any text shall be avoided. But, if the same is unavoidable, it shall be duly attested and re-signed;
- (5) The bid shall not be ambiguous nor contain insufficient information. The bidder shall not be allowed to make any addition or alteration in the bid after submission. Also, conditional bids shall not be entertained;
- (6) If the space for any information to be provided in the bid against any column(s) is insufficient, the same may be provided in a separate sheet and duly attached with the bid;
- (7) All documents related to the Tender (including clarifications and additional information) on the *Institute's* website (<http://www.iitj.ac.in/tenders/index.php?id=services>). The Service Providers are required to watch for the updates therein;
- (8) The successful bidder, to whom acceptance of its bid, has been finally communicated, shall furnish a Non-judicial Stamp Paper of Rs.50 its name (at its own cost) for signing of the *Agreement*;
- (9) These guidelines and letter of acceptance of the bid shall form the part of the *Agreement* to be signed by the successful party; and
- (10) Any queries relating to the tender document and the *Terms & Conditions* contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Film called *Under Another Sky*.

7. INSTITUTE'S DISCRETION TO REJECT THE BIDS

Bids, which do not fulfil any of the said conditions, incomplete bids, or bids that are misleading in any respects, shall be liable to be rejected. The *Institute* reserves the right to reject any one or all of the Tenders received, without assigning any reason thereof. Also, no correspondence will be entertained in respect of the decisions arrived by the Tender Committee.

8. TERMS AND CONDITIONS

The *Terms & Conditions* related to the Tender are as below:

- (1) The bidder should take into account any corrigendum published periodically on the website of the *Institute* on the tender document before submitting their bids. Please 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, the number of documents- including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid. The Bidder in advance, should get ready the bid documents to be submitted as indicated in the tender document;

- (2) The selection procedure shall be in the following manner:
 - (i) Last Date;
 - (ii) Short listing;
 - (iii) Announcement; and
 - (iv) Presentation;
- (3) The proposals shall be opened as per schedule mentioned in the table titled (on the website of the *Institute*) in the presence of bidder or their authorized representatives who choose to attend the opening of bids and short listing;
- (4) Only the authorised representative with an authority letter (duly signed) on the letter head of the bidding company be allowed to attend the meeting of the Tender Committee to be held on, **3rd July 2018 at 1500 hrs in Meeting Room, Office of Stores & Purchase, Institute Building, IIT Jodhpur** for opening of bids;
- (5) Members of the Limited Tender Evaluation Committee will evaluate and rate each proposal on following five parameters:
 - (i) Knowledge of the theme;
 - (ii) Engaging storyline;
 - (iii) Uniqueness of ideas;
 - (iv) Treatment of the film; and
 - (v) Cinematography;
- (6) Incomplete proposals and those with extraordinary high budgets will not be considered. Acceptance of a proposal for the next round will be on the following basis:
 - (i) Fulfilment of eligibility criteria as mentioned; and
 - (ii) Preliminary evaluation of project synopsis, objectives and description and its suitability to the topic at hand;
- (7) It shall be obligatory on part of the submitting entity to furnish any further information as may be sought by the *Institute*;
- (8) Any proposal found acceptable at this stage will be invited to give a detailed presentation to a Film Committee of the *Institute*, expressly constituted for evaluation of proposals for this project. Mere submission of Limited Tender, shall not confer any right whatsoever on the submitting entity;
- (9) Shortlisted candidates will be intimated within 7 days from the last date of the closing of the limited tender to make a presentation in person. Approximately 7 minutes will be allowed for each presentation. The presentation can be in the form of PowerPoint. A 2-3 minutes audio-video clip on the subject to showcase how the film-maker will treat the film is highly recommended. The AV clip/demo reel may be shown at the presentation and separately submitted after presentation for subsequent evaluation;
- (10) The Committee will recommend the finally selected filmmaker to the Competent

Authority for acceptance. The successful filmmaker will be informed of the decision and required to sign an *Agreement* with the *Institute*;

- (11) The *Institute* reserves the right to call for additional information from the bidders at any stage;
- (12) Neither the issue of this invitation for Limited Tender nor any part of its contents are to be taken as any form of commitment or acknowledgement on part of the *Institute* to proceed with any Limited Tender or any entity; and
- (13) The *Institute* reserves the rights to annul or terminate the process, project or reject any Limited Tender at anytime or at any stage without assigning any reason.
- (14) **Director, IIT Jodhpur can cancel the tender at any stage without giving any reason whatsoever.**

9. DEPLOYMENT OF PERSONNEL

The following are the *Terms & Conditions* related to the *Deployment of Personnel*:

- (1) The Service Provider shall have the freedom to engage, appoint, disengage, transfer, suspend, remove, terminate, retrench, or dismiss any person as its employee/worker, to supervise, control and manage their affairs, and to take other disciplinary action, etc., against them;
- (2) No employee of the Service Provider shall be deemed to be the employee of the *Institute* staff for any purposes, nor shall they have any right/claim for continuity or absorption in the *Institute* in any manner, whatsoever; and
- (3) The Service Provider shall deploy sufficient quality and competence of Staff to complete the work on time.
- (4) No person below the age of 18 (eighteen) years of age shall be deployed on the work.

10. STATUTORY AND OTHER COMPLIANCES

The following are the *Terms & Conditions* related to the *Statutory and other Compliances*:

- (1) The Service Provider shall comply with all labour laws and keep the *Institute* absolutely indemnified, immune and absolved in respect thereof;
- (2) The Service Provider shall ensure that its employees comply with the prevalent *safety & security* regulations of the *Institute*;
- (3) By signing on the *Agreement of Contract*, it is deemed that the Service Provider has expressly understood that he/she is fully responsible to ascertain and understand the applicability of various Acts, and shall take necessary action to comply with the requirements of Laws of the land; and
- (4) The Service Provider, in overall perspective and spirit of this *Agreement*, shall be wholly responsible for ensuring and honouring the performance of the work elements of the contract as enumerated above to the satisfaction of the *Authorised Representative* of the *Institute* or the *Competent Authority* of the *Institute*.

11. INDEMNITY

The following are the *Terms & Conditions* related to the *Indemnity*:

- (1) The *Institute* shall stand absolutely indemnified, immune and absolved in respect of all damages, claims, penalty, compensation, financial and other liabilities,

whatsoever, if the *Institute* is put to any as such situation, which are caused due to:

- (i) Any accident or injury to any employee of the Service Provider in course of the performance of the contract;
 - (ii) Non-compliance/ non-fulfilment of any of the obligations, statutory or otherwise, for which the Service Provider is liable;
 - (iii) Non-fulfilment of the obligations under various Acts and Statutes or the issues concerning the service related matters or non-payment of wages, minimum wages, gratuity, bonus, etc., of its employees, whether during their deployment or after expiry of the contract; and
 - (iv) Any penalties, payments for lapses, defaults or liabilities on part of the Service Provider and for which the *Institute* is subjected or made to pay for;
- (2) In case, the *Institute* is forced to pay any cost of any nature on account of Service Provider's liabilities as above, the same shall be paid back by the Service Provider to the *Institute* within 15 days after receipt of the notice from the *Institute* in this behalf, failing which, it shall be recovered from the payments due to the Service Provider, from the *Performance Security* or through other lawful mode, as is deemed appropriate by the *Institute*;
- (3) If any shortfall is caused in the *Performance Security* deposited by the Service Provider, for any reason as above, otherwise or as provided elsewhere in this document, the same shall be made good within 15 days of the receipt of the notice issued by the *Institute* in this behalf; and
- (4) The Service Provider *in particular* and without prejudice to the said generality, shall be wholly liable for all consequent claims or actions for damages or injury, whatsoever, in this regard. The decision of the *Institute* on any matter, arising under this clause, shall be binding in finality, on the Service Provider.

12. OTHER OBLIGATIONS OF THE SERVICE PROVIDER

The following are the *Terms & Conditions* related to the *Other Obligations of the Service Provider*:

- (1) The successful bidder will be required to enter into an *Agreement of Contract* as the Service Provider;
- (2) The Service Provider shall make good, at her/his own expense, the losses or damages to any property (of the *Institute* or of anyone else) caused/having arisen by the acts of *commission, omission, negligence* or *otherwise*, of its personnel and of self, while providing the said services for the *Institute*;
- (3) If any theft or loss of any items (of the *Institute* or of anyone else) occurs during the period of this *Agreement*, the Service Provider shall be liable for the same and shall make good the loss; and
- (4) In the event of failure of the Service Provider in providing the services or part thereof, as mentioned in this *Agreement* for any reasons, whatsoever, the *Institute* shall be entitled to procure services from other sources and the Service Provider shall be liable to pay forthwith to the *Institute* the difference of payments made to such other sources, and also the damages at double the rate of payment for the period of failure in providing the services or part thereof.

13. TERM OF THE CONTRACT

The service provider must complete the work *within nine months* from the date of award of work order as per the contract in line with the *Agreement of Contract*. If the service provider fails to submit the deliverables as per the tender 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. The service is to be delivered within this stipulated period, failing which the work order is liable to be cancelled.

14. 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-C) issued by any Nationalised/ Scheduled Bank / or Fixed Deposit Receipt, for an amount equal to the 10% of order value, within 60 days of issue of Work Order and it will be kept valid for a period of 60 days beyond the date of completion of contract period. Contract Period will be commenced from the date of the acceptance of the work order. Hence, be careful at the time of calculation of the validity date of Performance Bank Guarantee.

15. INTERPRETATION

Shall there be any dispute or confusion in regard to any stipulation of this *Agreement*, the same shall be referred to *Director, IIT Jodhpur*, whose decision in this regard shall be final and binding on the parties.

16. TERMINATION OF CONTRACT

The following are the *Terms & Conditions* related to the *Termination of Contract*:

- (1) Either party can terminate this *Agreement of Contract* by giving 6 month's written notice to the other without assigning any reasons, whatsoever and without payment of any compensation, thereof. But, the *Institute* shall give notice for termination of this *Agreement* to the Service Provider, when there is any *major default* (which shall be determined by the *Institute* at its discretion) in compliance of various *Terms & Conditions* of the *Agreement of Contract*, or when the Service Provider has *failed to comply with its statutory obligations*. In that event, the Service Provider will move out of the premises of the *Institute* with his men and material, if any. Understandably, this discretion of termination of this *Agreement of Contract* by the *Institute* will be exercised judiciously, since the Service Provider is rendering the essential and public utility services;
- (2) If the Service Provider does not provide services in conformity with the *Agreement of Contract*, the contract can be terminated by the *Institute*. These special conditions include:
 - (i) The Service Provider does not commence any work by the stipulated date;
 - (ii) The Service Provider suspends substantial work, without prior approval of the *Institute*;
 - (iii) The Service Provider fails to carryout and execute the elements of contract to the satisfaction of the *Institute*;
 - (iv) The Service Provider commits or permits breach of any other kind, or observes or persists in any of the above mentioned breaches of the contract, even

after the *Institute* has given a notice in writing to the Service Provider requiring such breach to be remedied;

- (3) The Service Provider abandons the work; in such cases, the *Institute* reserves the right to enter the premises, to take possession thereof of all facilities, to rescind the contract and to carry on with the work by the Service Provider's workmen and Supervisors, as the *Institute* in its absolute discretion may think proper, without making any payment to the Service Provider;
- (4) This *Agreement of Contract* may be terminated forthwith, if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors; and
- (5) This *Agreement of Contract* can be terminated by the *Institute* in terms of the stipulation provided elsewhere in this *Agreement*.

17. CONSEQUENCES OF TERMINATION

Either party's liabilities for any charges, payments or expenses, due to the other party, which may have accrued prior to the termination date, shall not be extinguished by such termination, and such amounts (if not otherwise due on an earlier date), shall become immediately due and payable on the termination date.

18. SURVIVAL

Any obligation under the *Agreement of Contract*, which either expressly or by their nature, is to continue after termination or expiration of this *Agreement*, shall survive and remain in effect.

19. FORCE MAJEURE

The following are the *Terms & Conditions* related to the *Termination of Contract*:

- (1) In the event of either party being rendered unable, by force majeure, to perform any obligation required to be performed by them under this *Agreement*, the relative obligation of the affected party by such force majeure, shall be suspended for the period during which such cause lasts. The term *force majeure* as employed herein shall mean *acts of God, war, revolt, riot, fire, flood* and *acts & regulation* of the Government of India or any of its authorized agencies;
- (2) Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby shall notify the other party in writing within 7 (seven) days of the alleged beginning and ending, thereof giving full particulars and satisfactory proof;
- (3) The time for performance of relative obligations suspended by the force majeure, shall be extended by the period for which the cause lasts or condoned by the *Institute* without any penalty; and
- (4) If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the *Institute* shall have the opinion of cancelling the Contract in whole or in part thereof at its own discretion. Any situation of force majeure shall not be payable by the *Institute* under any circumstances. For the period of force majeure, no amount shall be payable to the Service Provider.

20. ARBITRATION

Except as otherwise provided anywhere in this *Agreement*, if any dispute, difference, question of disagreement or matter, or whatsoever, before or after completion or abandonment of work, hereafter arises between the parties, as to the meaning, operation or effect of the Contract or out of or relating to the contract or breach thereof, the same shall be referred to a *Sole Arbitrator* to be appointed by *Director, IIT Jodhpur*, at the time of dispute. In this regard:

- (1) If during the process of arbitration, the *Arbitrator*, to whom the matter is originally referred, dies or refuses to act or resigns for any reason from the position of arbitration, it shall be lawful for *Director, IIT Jodhpur*, to appoint *another* person to act as *Arbitrator* in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by its predecessor, provided both the parties consent to this effect, failing which, the arbitrator shall be entitled to proceed *de-novo*;
- (2) The party invoking the *Arbitration* shall specify all disputes to be referred to arbitration at the time of invocation of arbitration;
- (3) The cost of arbitration shall be borne by the parties themselves;
- (4) The venue of the arbitration shall be *Jodhpur*;
- (5) Subject as aforesaid, the provisions of the *Arbitration and Conciliation Act, 1996* and any statutory modifications or re-enactment thereof and rules made there-under and for the time being in force, shall apply to the arbitration proceedings.

21. JURISDICTION

The Contract shall be governed by and constructed according to the laws in force in India. The Service Provider shall submit to the jurisdiction of the courts situated at Jodhpur for the purpose of actions and proceedings arising out of the Contract, and the courts at Jodhpur only, shall have the sole jurisdiction to here and decide such actions and proceedings.

...

**Declaration of Service Provider regarding being blacklisted or
debarred from taking part in any Tender by any Organisation**

*To be executed by the Service Provider on Rs.50 Non-judicial Stamp Paper
and attested by a Public Notary / Executive Magistrate*

I / We _____, the Service Provider, hereby
declare that the Agency/Firm named
_____ has not been blacklisted or
debarred in the past by Union Government, a State Government, any organization or
Institute in India or abroad from taking part in Government tenders in India.

OR

I / We _____, the Service Provider, hereby
declare that the Agency/Firm named
_____ was blacklisted or debarred in the
past by Union Government, a State Government, any organization or Institute in India
or abroad for a period of _____ years with effect from _____ to _____.
The period of debarment completed on _____, and now I/We am/are entitled
to take part in Government tenders in India.

In case the above information found false, I/we am/are fully aware that the
Tender submitted will be rejected/cancelled by Director, IIT Jodhpur, and the contract
discontinued. Also, the EMD/Performance Security shall stand forfeited. In addition to
the above, Director, IIT Jodhpur, will not be responsible to pay the bills for any fully or
partially completed work.

Signature of DEPONENT

Name _____

Address _____

Attested by:

Public Notary / Executive Magistrate

Annexure B

**Price Bid of Service Provider for Making a Documentary
Film for the Indian Institute of Technology Jodhpur**

Number of Notice Inviting Tender	Name and Address of Service Provider	Lump Sum Amount for the Tender (Rs. in Lakhs) excluding GST	GST % *	GST Amount	Total amount
		In Figures:			
		In Words:			

Note: * GST rate as applicable

The above financial template should be strictly followed. Any deviation from the above template (in terms of description and specification of the item) may lead to cancellation of the tender.

This is certified that the rates quoted above are not more than the rates charged from any other Institute/ Department/Organization.

Place:

Signature of the Authorized Signatory

Designation:

Name of the Service Provider:

Address of the Service Provider:

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

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

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 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