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Indian Institute of Technology Jodhpur

***TENDER FOR E-PROCUREMENT OF Supply and Installation of
Ultra Low Temperature Freezer (-80 C)***

Bids to be submitted online (CPPP)

For

(Technical and Financial bid as per schedule of requirement)

NIT No: IITJ/SPS/2020-2021/56 dated 06 November 2020

**Office of Stores & Purchase
IIT Jodhpur, Institute Building (East),
NH-65, 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/2020-2021/56 dated 06 November 2020
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	Ultra Low Temperature Freezer (-80 C)
Is Multi Currency Allowed	Yes
Date of Issue/Publishing	06/11/20 (18:00 Hrs)
Document Download/Sale Start Date	06/11/20 (18:00 Hrs)
Document Download/Sale End Date	27/11/20 (15:00 Hrs)
Last Date and Time for Uploading of Bids	27/11/20 (15:00 Hrs)
Date and Time of Opening of Technical Bids	01/12/20 (16:00 Hrs)
EMD	Rs. 11,000/-
No. of Covers (1/2/3/4)	02
Bid Validity days (180/120/90/60/30)	90 days
Address for Communication	Office of Stores & Purchase, Institute Building (East), IIT Jodhpur, NH-65, Nagaur Road, Karwad, Jodhpur-342037
Contact No.	0291-2801 101/ 0291-2801 104
Email Address for Correspondence	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 two-bid format for supply and installation of “**Ultra Low Temperature Freezer (-80 C)**” at the Institute as per the technical specifications given in the *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 <http://www.iitj.ac.in/tenders/index.php?id=equipment>. The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/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, organization 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 organization name, form of contract, location, date, other keywords etc. to search for a tender publishing on the CPP Portal.
- 1.2.** Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 1.3.** 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, 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.
- 1.4.** The tenders will be received online through 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 eProcurement portal.
- 1.5.** Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of 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 the authorized certifying agencies, details of which are available in the web site <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 of Tender on 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 bid submission process.

4. SUBMISSION OF BIDS

- 4.1.** Bidder should log into the site well in advance for bid submission so that he/she upload 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 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, 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 authorized 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 scanned PDF of all relevant documents in a single PDF file of 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 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. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6.4. **Kindly add scanned PDF of all relevant documents in a single PDF file like, compliance sheet, OEM/Principle Certificate etc.**
- 6.5. 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.
- 6.6. The technical and financial bids should be submitted online through portal <http://eprocure.gov.in/eprocure/app> in original. The financial bid should include the cost of main equipment/item and its accessories. If there is any separate cost for installation etc. that should be quoted separately.
- 6.7. **Each bidder should be marked with the following reference on the top bids submitted online: "IITJ/SPS/2020-2021/56 dated 06 November 2020".**
- 6.8. 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.
- 6.9. The rates should be quoted in figures and words both.
- 6.10. **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 IIT JODHPUR website /<https://eprocure.gov.in/eprocure/app> for amendments /modifications which will be binding on them.

7 EARNEST MONEY DEPOSIT DETAILS

7.1 EMD of Rs. 11,000/- (Rs. Eleven Thousand only) in the form of Bank Guarantee, Fixed Deposit or Demand Draft of a scheduled bank in the name of Director, IIT Jodhpur valid for **90 days** from the date of opening of the tender. EMD may also be submitted through online as well. For online payment, please follow/ click the link <https://oa.iitj.ac.in/ePay>. The firm registered with NSIC & MSME as manufacturer for the supply of the same category of item for which the party is submitting quotation will be exempted from submission of EMD. Intended parties will have to give proof of registration along with their quotation. Self-attested scan copy of the valid registration certificate must be uploaded with the technical bid. Any technical bid is found without the demand drafts of earnest money deposit will be rejected. EMD of the unsuccessful bidders shall be refunded without any interest at the earliest after finalization of the purchase of concerned item.

- i. The EMD will be returned to the BIDDERS(s) whose offer is not accepted by IIT Jodhpur within one month from the date of the placing of the final order(s) on the selected BIDDER(s). In case of the BIDDER(s) whose offer is accepted the EMD will be returned on submission of Bank Guarantee as Security Deposit (SD). However, if the return of EMD is delayed for any reason, no interest / penalty shall be payable to the BIDDERS.
- ii. The successful BIDDER, on award of contract / order, must send the contract / order acceptance in writing, within 15 days of award of contract / order failing which the EMD will be forfeited.
- iii. The EMD shall be forfeited: In case a successful BIDDER fails to furnish the Security Deposit within 14 days from the date of issue of Order.

7.2 The technical offer **should not contain any price information**. Please do not insert 'Financial Bid' (prices quoted) in the technical bid envelope. If the price quoted is submitted with technical bid the tender will be rejected.

7.3 Online Bid Prices:

The Bidder shall indicate on the Price Schedule the unit price and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the online bids for any one or more schedule specified in the "Schedule of Requirement" and to offer discounts for combined schedules. However, Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids (for the schedule in question) will not be taken into account for evaluation and will not be considered for award.

I. For goods offered from within India:

- a. The price of the goods should be quoted for destination basis, charges towards freight, installation etc. may be mentioned inclusive of GST as applicable after referring the attached GST Notification.
- b. Any sales or other taxes/duties should be clearly mentioned, which will be payable on the goods in India if the contract is awarded.

- c. Charges for inland transportation, insurance and other local costs incidental to delivery of goods to their final destination should be mentioned.
- d. Any element of cost, taxes, duties levies etc. not specifically indicated in the online bid, shall not be paid by the purchaser. If GST amount is not quoted in the BOQ (Financial Bid), the total cost will be treated as inclusive of GST. No further communication will be entertained later or else the EMD will be forfeited.

II. For goods offered from abroad

- a) The price of goods shall be quoted in Ex-Works/FCA/FOB and the same should be mentioned in terms & conditions of the firm.
- b) Charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination should be specified.
- c) The terms FOB, FCA, Ex-Works etc. shall be governed by the rules and regulations prescribed in the current edition of INCOTERMS, published by the Chamber of Commerce, Pads.
- d) Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account, unless otherwise specified in the Schedule of Requirements.
- e) Either the agent on behalf of the foreign principle or the foreign principle directly could bid in a tender, but not both. Further, in cases where agents participate in a tender on behalf of one manufacturer, they should not be allowed to quote on behalf of another manufacturer along with the first manufacturer.

III. Bid currencies

- a. For domestic goods prices shall be quoted in Indian rupees only. Commission for Indian Agent, if payable, shall also be quoted in Indian Rupees only.
- b. For imported goods prices shall be quoted either in Indian rupees or may be quoted in foreign currency which must be under the Reserve Bank of India's notified basket of currencies and the portion of the allied work and services, which are to be undertaken in India (like installation & commissioning of equipment) are to be quoted in Indian currency.

IV. Indian Agent

- a) If a foreign bidder has engaged an agent in India in connection with its online bid it will be required to give the following information in the online bid:
 - i. Name and address of the Indian agent with their permanent income tax number.
 - ii. Details of the services the agent will render
 - iii. Agency commission shall be indicated in the space provided for in the price schedule and will be paid to the bidder's agent in Indian rupees.

7.4 Terms of the Committee

- 7.4.1 On the due date the Technical bids will be opened and referred to the 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. The PFC may visit the manufacturing site to assess the capabilities to manufacture the tendered items as per the specifications.
- 7.4.2 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 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.
- 7.4.3 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.
- 7.4.4 The information received and the bids already submitted together will be examined with reference to the tendered specifications and evaluation is made by the PFC.
- 7.4.5 After the technical evaluation is completed and approved, IIT Jodhpur shall inform to the BIDDERS whose bids have been rejected technically with the reasons for rejection on e-Procurement Portal (<https://eprocure.gov.in/eprocure/app>).
- 7.4.6 The successful BIDDERS will be informed regarding the date and time of Commercial bid opening.
- 7.4.7 The purpose of obtaining two bids (technical and commercial) is to evaluate all the firms on technical basis with reference to the tendered specifications, performance of similar Solutions/Applications elsewhere, 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 organization.
- 7.4.8 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 commercial bid will be entertained at that stage. In case if a BIDDER fails to quote for a particular item it amounts to non-compliance and hence such bid will not be considered for further evaluation. Further during this process if any BIDDER indicates the price during the clarification such bids also will not be considered for further evaluation.

8. INVITATION FOR TENDER OFFERS (Ultra Low Temperature Freezer (-80 C))

The BIDDERS are requested to give detailed tender in two Bids i.e.

- a. **Part - I: Technical Bid**
- b. **Part - II: Financial Bid**

Technical Bid

8.1 Pre-Qualification and Technical Specification Qualification Criteria

The online envelope clearly marked as "Technical Bid-Envelope No.1" shall contain the all scanned copies of originals documents in single PDF Format for Pre-Qualification and Technical Specification Qualification:

Envelope No.1 (Following documents to be provided as single PDF file)				
S N	Documents	Content	File Types	Submitted (Yes/ No)
1.	Technical Bid (Pre- qualification)	Only manufacturer(s) or their sole authorized distributor / agent are eligible to bid. Authorization letter in the prescribed format from Original Equipment Manufacturer (OEM) in favor of authorized Agent to bid/conclude the order against this tender, must be provided with technical bid. Manufacturer's Authorization Letter as per <i>Annexure-II</i> along with a copy of notarised Power of Attorney should also be furnished.	.PDF	
2.		Declaration Sheet as per <i>Annexure - III</i>		
3.		<i>Certificate of Guarantee/Warranty (on letter head) as per Annexure-IV</i>	.PDF	
4.		The OEM/ authorized distributor / agent should have a minimum 03 (three) years of experience for supply & successful installation of goods of similar specifications and <i>must be successfully completed at least 3 similar purchase orders in IITs/IITs/NITs/IISER/CSIR/IISc, etc. during last 3 years. Copy of these Purchase orders must be attached with technical bid.</i> List of Govt. Organization/ Deptt. must also be attached as per <i>Annexure-V</i> .	.PDF	
5.		Mandate Form for Electronic Fund Transfer / RTGS Transfer as per <i>Annexure-VI</i>	.PDF	
6.		Compliance Sheet as per <i>Annexure-VII</i>	.PDF	
7.		Technical literature/ leaflets and complete specifications of quoted model(s) along with commercial terms and conditions.	.PDF	
8.		Scanned copy of EMD and it is required to submit the same in original in a sealed envelope at the following address on or before closing date: Officer-In-charge (Stores & Purchase), Office of Stores & Purchase, Institute Building (East), NH-62, Nagaur Road, Karwad, Jodhpur-342037, Rajasthan, Phone: 0291 2801 101, Email: sps@iitj.ac.in / In case of exemption from submission of Bid security, proof of registration with NSIC.	.PDF	

9.		Financial statements with net profit, duly audited / certified by Chartered Accountant (CA) of the last three financial years (2016-17, 2017-18 and 2018-19) along with the copies of Income Tax Return (ITR) must be enclosed with the technical bid.	.PDF	
10.		The tenderer should furnish a certificate that the rates quoted by the tenderer are not more than those quoted to any other Institution in India or abroad during the last one year, with supporting documents.	.PDF	
11.	Technical Bid (Technical Specification qualification)	Technical Compliancy certificate: This certificate must be provided indicating conformity to the technical specifications (Technical Compliance Sheet as per Annexure-I)	.pdf	
Envelope No. 2				
S	Document	Content		
1.	Financial Bid	Price bid should be submitted in BOQ format.	.xls	

Bid documents should be submitted as per the above sequence with Index page and page numbers (including technical literature). Each page of the bid should be signed & stamped in original. Unsigned bids will not be considered for evaluation. Each point of Envelope-I must be enclosed with the technical bid failing which the bid will not be evaluated. The tender of any tenderer, who has not complied with one or more of the conditions of pre-qualification criteria and technical qualification criteria and / or fail to submit the required documents in prescribed format as mentioned / or required / or conditional tender are liable to be summarily rejected. The technical evaluation is to be done on the basis of the documents of Envelope No.1 mentioned in the above table.

8.2 Envelope 2 : “Commercial Bid” shall contain:

- i. Cost of all the items should be mentioned clearly and individually in the Commercial Offer (Part-II) only. **The L1 will be decided based on a grand total of all items.**
- ii. The prices should be shown against each item for the purpose of Insurance claims / replacements if any.
- iii. List of deliverables / Bill of materials and services.

Note:

- (i) No request for extension of due date will be considered under any circumstances.
- (ii) Joint Ventures (JV) are not allowed and no sub-contracting is also allowed with regard to supply, installation, commissioning, and warranty maintenance and after sales service. This is the sole responsibility of the Principals' / their authorized agents.

IIT Jodhpur may issue corrigendum to tender documents before due date of Submission of bid. The bidder is required to read the tender documents in conjunction with the

corrigendum, if any, issued by IIT Jodhpur. The bidder is not supposed to incorporate the amendment in the body of the tender document

8.3 EVALUATION CRITERIA

Evaluation of Technical bid will be based on the strictly compliance of the documents mentioned in **Envelope No.1**.

8.3.1 Even though any bidder may satisfy the above requirements, he/she would be liable to disqualification if he/she has:

- (i) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
- (ii) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.

8.3.2 BID EVALUATION:

Based on results of the Technical evaluation IIT Jodhpur evaluates the Commercial Bid of those Bidders who qualify in the Technical evaluation.

- a) IIT Jodhpur shall correct arithmetical errors on the following basis:
 - (i) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected.
 - (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (iii) If there is a discrepancy between words & figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
- b) The Vague terms like “packing, forwarding, transportation.....etc. extra” without mentioning the specific amount/percentage of these charges will not be accepted. **Such offers shall be treated as incomplete and rejected.**
- c) After arriving at final pricing of individual offers of all the short listed firms, the lowest responsive bidder will be awarded with Contract/Purchase Order.

8.3 AWARD OF CONTRACT

Award Criteria

IIT JODHPUR shall award the contract to the technically qualified eligible BIDDER whose bid has been determined as the lowest evaluated financial bid.

If more than one BIDDER happens to quote the same lowest price and sample of both bidders are technically approved, IIT JODHPUR reserves the right to award the contract to more than one BIDDER or any BIDDER.

- 8.4 The Director, IIT Jodhpur reserves the right to accept the offer in full or in parts or reject summarily or partly.

9. PURCHASER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD

- 9.1 IIT JODHPUR reserves the right at the time of award of Contract to increase or decrease the quantity of items specified in the Schedule of Requirements without any change in price or other terms and conditions.
- 9.2 Firms which have already supplied similar items to IIT JODHPUR and have not completed required installation/after sales service/ warranty replacements etc. such firms offers will not be considered for further evaluation and no enquiries thereafter will be entertained.

10 CORRUPT OR FRAUDULENT PRACTICES

IIT JODHPUR requires that the BIDDERS who wish to bid for this project have highest standards of ethics.

- 10.1 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.
- 10.2 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 contract
- 11 In case of poor workmanship or if the work / supply is not done in time and in view of exigency of the work/supply, if it is considered necessary to carry out the work / supply by some other means or to assign the work/supply to some other parties due to the failure on the part of the seller, 10 days time will be given to the seller to correct or complete the work / supply failing which the work / supply can be got done by other means at the cost & risks of the seller by allotting a tender at the risk and cost of the defaulting tenderer. The difference in the cost shall be recovered from the original tenderer cost.
- 12 **INSPECTION OF ITEMS:** During the time of manufacturing, IIT Jodhpur inspection team may visit the manufacturer's site to inspect the quality of material viz a viz final product. If any inspected or tested goods fail to conform to the prescribed specifications, the IIT Jodhpur may reject them and the supplier shall either replace the goods or make all alterations necessary to meet specifications free of cost.
- 13 **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.**
- 14 **CONDITIONS OF CONTRACT**

14.1 Concession/Exemptions: IITJ being an academic institute is entitled for availing GST exemptions and 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. Please state clearly that this Certificate is required.

14.2 Performance Benchmarks

The PFC needs to be provided with an evaluation system to carry out performance benchmarks.

14.3 Payment Terms:

Payment will be made to the supplier through following modes.

14.4.1 Indigenous goods: NEFT/Cheque/Demand Draft: After delivery and successful installation and testing at IIT Jodhpur.

14.4.2 Imported Goods:

Letter of Credit:

- a) Letter of Credit will be established on 100% of the Purchase Order Value. 80% of the Net Purchase Order value shall be paid on shipment of the equipment and on the submission of the following original documents through bank:

Following documents are required for 80% payments:

- i) Air Waybill/ Bill of Lading in Original.
 - ii) Signed commercial invoice in duplicate for claiming 80% payment.
 - iii) Certificate of Country of Origin.
 - iv) Packing list in duplicate.
 - v) Provide the manufacture's guarantee certificate and in-house inspection certificate.
- b) Balance 20% (Twenty Percent) of the Net Purchase Order value shall be released after satisfactory installation/ testing or commissioning and handing over of the equipment, on the submission of installation report duly certified by the Institute, through Bank.

Following documents are required for 20% payments:

- i) Signed commercial invoice.
- ii) Acceptance certificate by purchaser.
- iii) All the bank charges within India will be borne by the Institute and outside India will be borne by the supplier.

Or

Telegraphic Transfer (TT): 100% payment will be made through TT after delivery and successful Installation.

14.4 Delivery & Installation:

14.4.1 All the goods ordered shall be delivered and installed at Permanent Campus of the Institute, Karwad (NH-62), Nagaur Road, Jodhpur-342037, within **6 weeks** from the date of issue of the purchase order/ date of opening of Letter of Credit. All the aspects of safe delivery and commissioning shall be the exclusive responsibility of the supplier.

14.4.2 **Extension of Delivery & Installation Period:** If the supplier would unable to complete the project / order within the stipulated time, for which the supplier is responsible, it is required to request for the 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 and performance security / EMD may be forfeited.

14.5 Penalty Clause

- **For delayed Services / LD:**

As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise, IIT JODHPUR will forfeit EMD/SD and also LD clause will be applicable / enforced.

If the supplier fails to Supply and install the equipment as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 0.5% of order value per day of delay subject to a maximum of 5% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier.

IIT JODHPUR reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties, if any, will be deducted from the Invoice.

- **During extension of Letter of Credit (LC)**

In case the delivery date of the contract is extended to take care of delay in supply, for which the supplier is responsible, the tenure of the LC is also to be extended, but the expense incurred for such an extension (of LC) is to be borne by the supplier.

14.6 Training of Personnel:

The supplier shall provide the technical training to the personnel involved in the use of the equipment at the Institute premises, immediately after completing the installation of the equipment at the company cost.

14.7 Site Preparation:

The supplier shall inform to the Institute about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchase order. The

supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment, which the Institute should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter.

The supplier shall visit the Institute and see the site whether the equipment is to be installed and may offer his advice and render assistance to the Institute in the preparation of the site and other pre-installation requirements.

14.8 **Merger / Acquisition of Foreign Principal:**

In case of merger of Foreign Principal with another Firm or acquisition of Foreign Principal by another firm, it shall be obligatory for the New Entity so formed after the merger of the Acquiring Firm, as the case may be, to take over all the duties and obligations / liabilities of the Foreign Principal and the New Entity / Acquiring Firm would *ipso facto* become liable for all acts of commission or omission on the part of original Foreign Principal as well as Indian Agent.

14.9 **Change of Indian Agent:**

In case the Foreign Principal changes in Indian Agent then it shall be obligatory for Foreign Principal to automatically transfers all the duties and obligations to the New Indian Agent, failing which the Foreign Principal would *ipso facto* become liable for all acts of commission or omission on the part of New Indian Agent.

14.10 **Service Manual/Circuit Diagram**

It is specifically required that the bidders will supply all the operating & service manuals and circuit diagrams along with the equipment.

14.11 **Guarantee / Warranty:**

The firm has to be provide Warranty for **Three Years** (3 years) from the date of the satisfactory installation / commissioning of equipment against the defect of any manufacturing, workmanship and poor quality of components and tenderer also give the guarantee / warranty declaration on the letter head in prescribed format as attached with tender as **Annexure - IV**. In case, there is any variation in the warranty as per the specification of the item equipment, the warranty as specified in the specifications shall be final. In case, supplier fails to repair / or rectify the equipment during the warranty / guarantee period, Institute may employ or pay other person/company for repairing the equipment, and all such damages, loss and expenses shall be recovered from the supplier.

14.12 **Country of origin:**

Country of origin of the quoted item should be mentioned in the offer in case of imported item.

14.13 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 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 benefit may be obtained or an obligation avoided.
 - c. any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - d. improper use of information provided by the procuring entity to the bidder with an intent to gain 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 tender or execution process of 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 false declaration or providing false information for participation in a tender process or to secure a contract;
- (ii) disclosure of conflict of interest.
- (iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause
 - (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

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

14.15 **Insurance:** The *equipment* to be supplied will be insured by the vendor against all risks of loss or damage from the date of shipment till such time it is delivered at IIT JODHPUR site.

14.16 **Service Facility:** Bidder should mention about the service set up in India and how capable they are to provide after sales services.

14.17 **Banker's details:** Name and address of the banker of your company should be mentioned (*Annexure-VI*).

14.18 **Reference of supply:**

Name and contact details of the premier educational Institutes (*IITs/IIITs/NITs/IISER/CSIR/IISc, etc.*) where the quoted equipment has been installed in India should be enclosed. Copies of at least three purchase orders may be attached. IIT Jodhpur reserves the right to inspect the equipment for its actual performance in any of the listed Institute.

14.19 **Acceptance of Terms & Conditions:**

Bidders must confirm the acceptance of all the terms and conditions of this NIQ. Any non-acceptance or deviations from the terms and conditions must be clearly mentioned. However, tenderers must note carefully that any conditional offer or any deviation from the terms and conditions of this NIQ may render the quotation liable for rejection. IITJ does not bind itself to accept the lowest of any tender and reserves the right to reject any or all tenders.

Note: The Director, IIT Jodhpur reserves the right to accept/reject any or all tenders and also to reject.

14.20 **Force Majeure:**

The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- For 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 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.

- 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.

14.21 **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 the parties.

- 14.22 The firm/supplier has to guarantee relocation of the system once the permanent department building gets ready (within the next 4-12 months) for operation which will be conveyed at the time by the institute. The dismantling, packing, insurance, transport, material handling, system support, unpacking, re-installation and commissioning of the system with test running and its conformity must be for free of cost

14.23 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.

14.24 Requirement of Registration

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares land border with India" for the purpose of this Order means:-
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such a country; or
 - f. Natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-----

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.

Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered."

TECHNICAL COMPLIANCE SHEET

S. No.	Technical Specifications for Ultra Low Temperature Freezer (-80 C)	Technical Compliance (Yes/No)
1.	An upright Ultra Low Temperature Freezer with capacity of 400-450 litres.	
2.	The operating temperature of -55°C to -86°C with 1°C increment.	
3.	Freezer must maintain -80°C while operating at ambient temperature of 30-32°C.	
4.	It should have fully programmable microprocessor controlled panel.	
5.	System should have high grade stainless steel interior and tough; powder coated exterior finish constructed on steel guage.	
6.	Freezer should have approximately 4-6 inner storage compartments with insulated doors and adjustable height.	
7.	Freezers should have heated air vent and easily accessible front panel air filter.	
8.	It should have heavy duty lockable castors and lockable outer doors and lids.	
9.	As a safety feature the freezer should have PIN security lock for unauthorized tempering.	
10.	It should have audible and visible alarms for temperature, power failure, system failure, battery low etc.	
11.	Freezer should use CFC-FREE, HCFC-FREE non-flammable refrigerants	
12.	Compressor should come with at least 5 years warranty and capable to run any voltage between 190-270V	
13.	A suitable servo voltage stabilizer should be provided with freezer	
14.	Others requirement: It should come with 8 corrosion resistant (stainless steel) racks; 2 cryogloves.	
15.	Warranty: 3 Years on system	

The details of the model quoted alongwith the technical specifications for which quoted must be submitted.

Declaration: I have also enclosed all relevant documents in support of my claims, (as above) in the following pages.

Signature of Bidder

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____

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

Ref. No.

Date:

To,
The Director
Indian Institute of Technology Jodhpur
NH-65, Nagaur Road, Karwad, Jodhpur-342037.

Sub.: Authorization Letter.

Dear Sir,

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

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

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

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

Yours faithfully,

[Name & Signature]

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

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

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

DECLARATION SHEET

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

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

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

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

(Signature of the Tenderer)

Name:

Seal of the Company

Certificate of Guarantee/Warranty (on letter head)

I / We certify that the guarantee / warranty shall be given for a period of 3 (Three) Years starting from the date of the satisfactory installation, commissioning and handing over of the equipment and the work completed under the contract. During the guarantee / warranty period, I / we shall provide the “after sale service” and the replacement of defective / or any part(s) of the equipment or rectification of defects of work of the equipment will be free of cost. The replacement of the parts shall be arranged by us, at our own cost and responsibility. We undertake that the above guarantee / warranty shall begin only from the date of successful installation. The benefit of change in dates of the guarantee / warranty period shall be in the interest of the user / your organization.

I / We shall try to repair the equipment at Institute premises. However, in case it is not possible to repair the equipment at Institute premises, we will take out the equipment to our site on our own expenses. We shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repairs till the equipment is rehabilitated to the Institute after repair. If any loss of equipment occurred during our custody, we will restore it / compensate to Institute for such losses.

I / We guarantee that in case we fail to carry out the maintenance work within the stipulated period, the Institute reserves the right to get the maintenance work carried out at our risk, cost and responsibility after informing us. All the expenses including excess payment for repairs / maintenance shall be adjusted against the Performance Bank Guarantee. In case the expenses exceed the amount of the Performance Bank Guarantee, the same shall be recoverable from us with / without interest in accordance with the circumstances.

I / We undertake to perform calibration after every major repair / breakdown / taking the equipment out for repair from the Institute premises. I / We guarantee that we will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price.

I / We guarantee to the effect that before going out of production of the spare parts, we will give the adequate advance notice to Institute so that Institute may undertake to procure the balance of the life time requirements of the spare parts.

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

Date: / /

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

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

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

2. Address of the Party:

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

3. Particulars of Bank:

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

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

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

DECLARATION

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information I shall not hold Director, Indian Institute of Technology Jodhpur responsible. I also undertake to advise any change in the particulars

of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place: _____

Date: _____

Signature & Seal of the Authorized Signatory of the Party

Certified that particulars furnished above are correct as per our records

Bankers Stamp:

Date: _____

Signature of the Authorized Official from the Bank

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

INDIAN INSTITUTE OF TECHNOLOGY JODHPUR COMPLIANCE SHEET (to be submitted in .PDF)			
<u>IMPORTANTNOTE</u> THIS STATEMENT SHOULD BE DULY FILLED AND ENCLOSED WITH QUOTATION. NONRECEIPT OF THIS STATEMENT OR INCOMPLETE DETAILS PROVIDED WILL LEAD TO REJECTION OF TENDER			
Tender Enquiry No:			
S. No.	Commercial Aspects	IITJ Terms	Response of the Vendor
1.	Terms of Delivery	FOR	
2.	Terms of Payment	The details of Payment term is mentioned in point no. 13.4	
3.	Mode of Payment	Demand Draft/ Bank Guarantee/ Fixed Deposit/ Online Transfer	
4.	Bank Details for making Payment	To be enclosed	
5.	Validity of Quote	90 days from the date of opening of Tender	
6.	Name of Manufacturer	Name & complete address of the Manufacturer	
7.	Currency in which quoted	INR	
8.	Delivery Period	6 weeks from effective date of Contract	
9.	No. of Lots	01 lot	
10.	Installation/Supply	IIT Jodhpur, Karwad	
11.	Earnest Money Deposit (EMD)	Rs. 11,000/-	
12.	Warranty	3 Years	
13.	Liquidated damages (mandatory requirement, if not accepted quotation will not be considered)	(0.5% of per day maximum upto 5% of the contract value excluding taxes for the delayed period)	
14.	Order to be placed on	complete address with contact details of the supplier	
15.	Customs Duty Percentage Applicable and requirement of Customs Duty Exemption Certificate (CDEC).	Percentage of Customs Duty Applicable to be specified even if CDEC is to be issued by DRL (under Customs notification No.51/96 wherever applicable). No third party CDEC will be Provided	
16.	Applicable GST as per Govt. rules	GST % should be mentioned separately	
17.	Name & Address of the Firm:		

18.	All the pages of the tender documents to be numbered in numeric (eg. 1,2,3....)		
19.	Compliance (choose any one)	We hereby accept all the terms & conditions/instructions of the tender. Or We hereby accept all the terms & conditions/instructions of the tender except the one mentioned in separate sheet (mention the non- compliance conditions in separate sheet)	
20.	Signature &Name of the authorised signatory with stamp of the firm:		

Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature along with Bill of Material (BoM) mentioning all the terms & conditions clearly, must be enclosed with the technical bid (*Annexure-VII*).

INTEGRITY PACT

To,

.....,

.....,

.....

Sub: Tender No.....for the supply of

Dear Sir,

It is hereby declared that IIT Jodhpur is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject tender is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender / bid documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the IIT Jodhpur.

Yours faithfully,

Authorized Officer, IIT Jodhpur

INTEGRITY PACT

To

Authorized

Officer IIT

Jodhpur

Sub: Submission of Tender for the supply of _____

Dear Sir/Madam,

I / We acknowledge that IIT Jodhpur is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender / bid document.

I / We agree that the cited tender is an invitation to offer made on the condition that I / We will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which I / We will stand disqualified from the tendering process. I / We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the tender.

I / We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender / bid is finally accepted by IIT Jodhpur. I / We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article-1 of the enclosed Integrity Agreement.

I / We acknowledge that in the event of my / our failure to sign and accept the Integrity Agreement, while submitting the tender / bid, IIT Jodhpur shall have unqualified, absolute and unfettered right to disqualify the tenderer / bidder and reject the tender / bid in accordance with terms and conditions of the tender / bid.

Yours faithfully,

(Duly authorized signatory of the Tenderer / Bidder)

To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on behalf of IIT Jodhpur

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this.....day of.....20...

BETWEEN

Director IIT Jodhpur represented through Authorized Officer, IIT Jodhpur (Hereinafter referred as the 'Principal / Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Individual/firm/Company)

through..... (here-in-after referred to as the

(Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal /Owner has floated the Tender (No.....) (here-in-after referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for

.....

(Name of work)

Here-in-after referred to as the "Contract".

AND WHEREAS the Principal / Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal / Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal / Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal / Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder (s) / Contractor (s)

- 1) It is required that each Bidder / Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during

the tendering process and throughout the negotiation or award of a contract.

- 2) The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s) / Contractor (s) will not enter with other Bidder (s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose

(with each tender as per performa enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

- 3) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake / forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his / her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

- 1) Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal / Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder / Contractor accepts and undertakes to respect and uphold the Principal / Owner's absolute right:
- 2) If the Bidder (s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 3) Forfeiture of EMD / Performance Guarantee / Security Deposit:

If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

- 4) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal / Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub- contractors/sub-vendors.
- 2) The Principal / Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

- 3) The Principal / Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the vendor/tenderer 12 months after the completion of warranty period under the contract or till the continuation of defect liability period, whichever is more and for all other bidders/tenderers, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IIT Jodhpur.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal / Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation there of shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of

brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender / Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1 (Signature, name and address)

2 (Signature, name and address)

Place: -

Dated: -