

Bid Corrigendum

GEM/2025/B/5984163-C5

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Malicious Code Certificate:**

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

3. **Scope of supply (Bid price to include all cost components) :** Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)
4. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 20% of total value.

5. **Purchase Preference linked with Local Content (PP-LC) Policy:**

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the

PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

6. Buyer Added text based ATC clauses

Buyer Added text based ATC clauses

- i) Bidders must submit the Similar GeM Contract copies executed in Institutions of National Importance like, IITs, NITs, IISERs, NISER, Central Universities etc. Failure to submit the same, Bid may be rejected
- ii) Bidders must submit the Manufacture Authorization Form, Declaration for Local Content duly signed by OEM as per Annexures attached. Failure to submit the same, Bid may be rejected.
- iii) Bidder must submit the Bidder Details, Acceptance for Bid Terms and Conditions, Bid Securing declaration certificate and Vendor Master Form as per Annexures attached. Failure to submit the same, Bid may be rejected.
- iv) Bidder must submit the compliance statement of technical specification and terms and conditions as per annexure attached. Failure to submit the same, Bid may be rejected.
- (v) Bidder must submit the undertaking regarding restrictions on Land Border Sharing as per GoI, Ministry of Finance, Department of Expenditure letter No F.7/10/2021-PPD and F.7/10/2021-PPD all dt 23.02.2023 as per Annexure attached in GeM Bid.. Failure to submit the same, Bid may be rejected.
- vi) Bidder must submit the Firm registration/ incorporation certificate, GST registration certificate and PAN of the firm along with bid documents. Failure to submit the same, Bid may be rejected.
- vii) Payment Term : 100% payment will be made after delivery, installation & satisfactory acceptance by the user subject to submission of all requisite documents i.e Delivery Challan, Original Tax invoice with mentioning the Institute GST Number 21AAAAI2760A1ZJ, Bank Account Details, exact item description as per GeM contract HSN/SAC code, GeM Contract No & date in the Invoice , Warranty Certificate in Original with clearly mentioning the Warranty Period started from the date of installation/user acceptance to end of the warranty date, Installation Certificate in Original etc. PBG should be submitted as per the bid.
- viii) DELIVERY WITH INSURANCE: The date of delivery should be strictly adhered to failing which the GeM Contract is liable to be cancelled. Penalty may be imposed as per P.O. terms & conditions. Goods should be securely, safely and adequately packed, insured & dispatched at the risk of supplier and packing costs quoting this order reference should be kept in all package. Local firms are requested to deliver the goods in our stores before 3.00 PM on any working day.
- ix) All damaged or unapproved goods shall be returned at your cost & risk and the incidental expenses incurred thereon shall be recoverable from any of your bill.
- xi) WARRANTY: Ordered materials should have **Two (02) Years** OEM Warranty from the date of installation/commission & acceptance by the user. In case at the time of installation of stores / part of stores are found defective / damaged during or after delivery to consignee, the supplier will replace the stores. If the stores/part of stores are found defective / damaged during the warranty period, the supplier will repair/replace the stores at consignee's location in India free of cost or if any case it is required to send back to Foreign/Local manufacturer, supplier should bear the cost. Bank Guarantee equivalent to the cost of equipment is required to be submitted before lifting the store. All expenses including freight, insurance, custom duty for export/import and all clearance charges etc. in this regard will be borne by the supplier. The equipment under warranty period must be attended & problems rectified immediately within 48 hours of lodging of

complaint by the Institute and this may be considered as the down time. The warranty period shall automatically be extended for such period for which the equipment is not attended & rectified on lapses of the down time.

xii) Delivery period: Delivery, installation, commissioning & demonstration should be completed within **21 Days** from the date of the issue of the GeM Contract.

xiii) LIQUIDATED DAMAGES: As time is the essence of this order, the date of delivery, Installation, Commissioning and demonstration of the product should be strictly adhered to, otherwise the delivery, Installation, and Commissioning in full or in part may not be accepted and penalty for late delivery/Installation/ Commissioning will be imposed @ 0.5% of the contract value per week or part of the week of the delayed period, subject to a maximum of 10% of the total value of GeM Contract. In case of cancellation of order no compensation will be paid towards progress of order/procurement.

xiv) CANCELLATION: Printed conditions, if any, contained in or sent along with the quotation shall not be binding on us. IIT Bhubaneswar reserves all the rights to cancel the GeM Contract at any stage without assigning any reason thereof. IIT Bhubaneswar reserves the right to accept or reject or cancel any or all enquiries or quotations/Bid at any stage without assigning any reason thereof.

xv) JURISDICTION: For any dispute, the place of jurisdiction shall be Bhubaneswar, India only.

xvi) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.

xvii) Offer Price: The bidder must be quoted the price (final offer) on F.O.R. destination IIT Bhubaneswar basis. Offered price must be included all charges i.e. Packing & Forwarding, Freight, custom clearance, cargo handling, GST and Insurance etc. whichever is applicable as per GoI norms.

xviii) As per CVC guidelines OEM and their authorised dealer/partner cannot bid simultaneously for the same item in same tender. In such case, OEM Bid will be considered.

xix) After opening of the technical Bid, the bidder may be asked in writing or online(through email/gem portal) to clarify on the uploaded documents provided in the technical bid, if necessary, with respect to any doubts or the illegible documents required for technical evaluation. Institute may ask for any other documents/information during technical evaluation of the tender. Provided in all such cases, furnishing of any such documents in no way alters the bidder's price Bid. Institute may reserve the right to accept any additional document.

xx) For examination, evaluation and comparison of bids, Institute may at his/her discretion to ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdown of unit rates as per GoI rules.

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7. Buyer uploaded ATC document [Click here to view the file.](#)
8. Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.
9. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
10. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
11. Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)

Corrigendum cum Addendum

The following Corrigendum cum Addendum is incorporated in the GeM Bid No: **GEM/2025/B/5984163**, dated **21.02.2025** for **Modular Seat and Desk Combo (for Classroom / lecture hall)**

1. Seat Cushion - metal insert molded polyurethane foam having density 45Kg/m³ and covered with PP/ABS cover.
2. Seat Back - 9 mm thick hot-pressed plywood upholstered with high resilience polyurethane foam having density 35Kg/m³.
3. Mechanism - Tip-up mechanism in which the seat shall be able to pull down for sitting on and return to an upright position.
4. The bidder/OEM should have a test report and certificate from ANSI/BIFMA X6.1-2018 for the quoted product
5. The bidder must be from the consignee state for quick delivery, installation and technical support

All other Terms & Conditions of the GeM Bid document shall remain unaltered.

**Sd/-
Assistant Registrar (S&P)**

**FORMAT FOR SELF-CERTIFICATION ISSUED BY OEM UNDER PREFERENCE TO
MAKE IN INDIA ORDER
CERTIFICATE FOR CLASS-I or CLASS- II LOCAL SUPPLIER**

Date: [insert date (as day, month and year) of Bid Submission]

GeM Bid No.: _____

To: **IIT Bhubaneswar, Argul – 752050, Odisha**

We hereby declare that the items under our Quotation No. _____
_____ in the brand name of _____
& (equipment details) _____ are manufactured
at (complete address) _____

Hence, its contains the local content of _____ in percent
(as per I. CALCULATION OF LOCAL CONTENT(LC) – GOODS)

- a) More than 50% (Class I)
- b) More than 20% and Less than 50% (Class II)
(Strike out whichever is not applicable)

as defined under the Make in India policy of the Department for Promotion of Industry & Internal Trade, DPIIT, Govt of India.

The value addition for the local content is done at (Name of the place& Address)
_____.

The Country of Origin of the item(s) used in manufacturing of Equipment is/are _____

Further, it is declared that finished Equipment is not imported and local Content not calculated on the basis of Transportation, Insurance, Installation, Commissioning, and Training & after sales services. But Equipment is Manufactured/Assembled in India at out Factory address _____.

The false declaration will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules of which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under Law.

We also declare that the goods are not manufactured in a country that shares its land border with India nor the beneficial owner belong to those country.

We shall be held responsible if the certificate is found to be incorrect.

We shall be held responsible if the certificate is found to be incorrect.

The certificate may be prepared under letterhead of the vender and submitted duly signed by the authorized signatory.

Date:

Name, Sign & Seal of the OEM

Place:

Bid-Securing Declaration Form

Date: **[insert date (as day, month and year) of Bid Submission]**

GeM Bid No.: _____

To: **IIT Bhubaneswar, Argul – 752050, Odisha**

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of Two Year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- (a) have withdrawn/modified/amended, impairs or derogates from the GeM Bid, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of: (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid).

Bidder Information Form

- (a) *The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]*

Date: [insert date (as day, month and year) of Bid Submission]

Bid No.: _____

Page 1 of _____ pages

01.	Bidder's Legal Name <i>[insert Bidder's legal name]</i>
02.	In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
03.	Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
04.	Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
05.	Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
06.	Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
07.	Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> Articles of Incorporation or Registration of firm named in 1, above.
08.	Whether firm is MSEs Unit: YES/ NO If YES then please Specify the category of ownership: SC/ST or Women: (Please Submit the Documentary Evidence for UAM and ownership details.)
09.	Whether firm is Local Supplier as per Make in India Order: YES/NO If Yes then Please Specify: Class I or Class II (Please Submit the Documentary Evidence for Local Content as per Annexure I) Country of Origin of quoted Goods:
10	Bidder Undertaking: "I certify that (Name of the Bidder) is not from such a country or, if from such 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. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

Signature & Seal of Bidder _____

Name _____

Business Address _____

(To be given on Company Letter Head)

Date: _____

To,
Registrar,
Indian Institute of Technology Bhubaneswar,
Argul, Jatani – 752050

Sub: Acceptance of Terms & Conditions of Bid.

Bid Reference No: _____

Name of Bid / Work: _____

Dear Sir,

1. I / We have downloaded / obtained the Bid document(s) for the above mentioned 'Bid/Work' from the web site(s) namely:
as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the GeM Bid documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the GeM Bid conditions of above mentioned GeM Bid document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

VENDOR MASTER FORM

(To facilitate registration under PFMS and fund transfer through RTGS, NEFT/ INTRA BANK Transfer-One time information required on Bidder's letter head)

SI No.	Information required	Data furnished
1	Name of the supplier company /firm	
2	CIN Number (in case of company)	
3	Complete contact address with PIN number	
4	Landline phone number	
5	Mobile number of contact person/ Finance Executive (for SMS on payment details)	
6	e-Mail ID (for receiving payment details)	
7	PAN Number	
8	GST Registration Number (with copy of GST registration certificate)	
9	TAN Number	
10	Bank account number (with a copy of cancelled cheque or Xerox copy of cheque leaf)	
11	Name of the Bank	
12	Name of the Bank Branch	
13	IFSC Code of Bank	
14	MICR Code of Bank	
15	Bank Account details where LC is to be opened in case of foreign suppliers (if applicable)	

I / We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not effected at all for reason of incomplete or incorrect information, the Indian Institute of Technology, Bhubaneswar will not be responsible.

Authorised signatory with date and seal

MANUFACTURERS' AUTHORIZATION FORM

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date: **[insert date (as day, month and year) of Bid Submission]**

Bid No.: _____

To: **IIT Bhubaneswar, Argul – 752050, Odisha**

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at **[insert full address of Manufacturer's factories & % of local content & Country of Origin]**, do hereby authorize **[insert complete name of Bidder]** to submit a bid the purpose of which is to provide the following Goods, manufactured by us **[insert name and or brief description of the Goods]**, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Bid of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *(insert signature(s) of Original Equipment Manufacturer (s) of the Manufacturer)*

Name: *(insert complete name)*

Title: *(insert title)*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Undertaking regarding restrictions under Rule 144(xi) of the GFR 2017 as per GoI, Ministry of Finance, Department of Expenditure letter No F.7/10/2021-PPD and F.7/10/2021-PPD all dt 23.02.2023.

1. “I have read the clause regarding restrictions on Procurement from a bidder of a country which shares a land border with India, and on sub contracting to contractors from such countries ; I certify that _____(Name of the Bidder) is not from such a country or, if from such country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)”

2. “I have read the clause regarding restrictions on Procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that _____(Name of the Bidder) does not have any TOT arrangement requiring registration with the Competent Authority.”

Or

“I have read the clause regarding restrictions on Procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that _____(Name of the Bidder) has valid registration to participate in this procurement.”

(Signature of the OEM, with Official Seal)

FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT BHUBANESWAR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT BHUBANESWAR OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT BHUBANESWAR. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

To,
The Registrar,
Indian Institute of Technology Bhubaneswar,
Argul, Jatani – 752050

LETTER OF GUARANTEE

WHEREAS Indian Institute of Technology Bhubaneswar (Buyer) have invited Tenders vide GeM Bid No _____ and Purchase Order/GeM Contract No _____, for purchase of _____ AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to supply the equipment /machinery etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of “**The Registrar, Indian Institute of Technology Bhubaneswar, Bhubaneswar**” in the form of Bank Guarantee for **Rs.**_____ and valid till _____ from the date of issue of Performance Bank Guarantee may be submitted within 30 (Thirty) days from the date of acceptance as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the equipment / machinery, etc. this bank shall pay to Indian Institute of Technology, Bhubaneswar on demand and without protest or demur Rs (Rupees.....).

This bank further agrees that the decision of Indian Institute of Technology, Bhubaneswar (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, (name of the bank & branch) hereby further agree that the guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or Indian Institute of Technology Bhubaneswar, Bhubaneswar(Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs..... (Indian Rupees only).
2. This Bank Guarantee shall be valid up to _____(date, ____ months from the date of Installation) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if Institute serve upon us a written claim or demand on or before(date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,
Signature and seal of the guarantor:
Name of Bank:
Address:
Date:

Instruction to Bank: Bank should note that on expiry of Guarantee Period, the Original Guarantee will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.

COMPLIANCE STATEMENT OF TECHNICAL SPECIFICATION AND TERMS & CONDITIONS

Bidder Name & Address: _____

<u>Compliance of Terms & Conditions</u>			
Bid Requirement (Allowed Value)		Compliance (Yes/No)	Deviation from the Required Terms & Conditions
Delivery, Installation, Commissioning and, demonstration Period	Delivery, installation, commissioning and demonstration should be completed within 56 days from the date of the issue of the GeM Contract.		
Warranty	<p>All the Ordered materials should have Comprehensive 5 Years from the date of Acceptance for Oscilloscope and 1 year for probes. Year OEM Warranty from the date of installation/commission & acceptance by the user. In case at the time of installation of stores / part of stores are found defective / damaged during or after delivery to consignee, the supplier will replace the stores. If the stores / part of stores are found defective / damaged during the warranty period, the supplier will repair/replace the stores at consignee's location in India free of cost or if any case it is required to send back to Foreign/Local manufacturer, supplier should bear the cost. Bank Guarantee equivalent to the cost of equipment is required to be submitted before lifting the store. All expenses including freight, insurance, custom duty for export/import and all clearance charges etc. in this regard will be borne by the supplier.</p> <p>The equipment under warranty period must be attended & problems rectified immediately within 48 hours of lodging of complaint by the Institute and this may be considered as the down time. The warranty period shall automatically be extended for such period for which the equipment is not attended & rectified on lapses of the down time.</p>		
Local content declaration & Country of the origin of the equipment	Local content declaration and country of origin must be provided duly stamped and signature by OEM only as per annexure provided in GeM Bid.	Local Content % _____ Country of Origin _____	
Payment Term	100% payment will be made after delivery, installation & satisfactory acceptance by the user subject to submission of all requisite documents i.e Delivery Challan, Original Tax invoice with mentioning the		

	Institute GST Number 21AAAAI2760A1ZJ, Bank Account Details, exact item description as per GeM contract HSN/SAC code, GeM Contract No & date in the Invoice, Warranty Certificate in Original with clearly mentioning the Warranty Period started from the date of installation/user acceptance to end of the warranty date, Installation Certificate in Original etc. Performance Security is to be submitted if applicable as per GeM Bid		
Past Performance	Bidders must submit the Similar Purchase Order copies executed in National Importance Institutions like, IITs, NITs, IISERs, NISER, Central Universities etc. Failure to submit the same, Bid may be rejected		
Liquidated Damages	As time is the essence of this order, the date of delivery, Installation, Commissioning and demonstration of the product should be strictly adhered to, otherwise the delivery, Installation, and Commissioning in full or in part may not be accepted and penalty for late delivery/Installation/ Commissioning will be imposed @ 0.5% of the contract value per week or part of the week of the delayed period, subject to a maximum of 10% of the total value of GeM Contract. In case of cancellation of order no compensation will be paid towards progress of order/procurement.		
Restriction on Land border sharing	Bidder must comply the all clauses regarding restrictions under Rule 144(xi) of the GFR 2017 as per GoI, Ministry of Finance, Department of Expenditure letter No F.7/10/2021-PPD and F.7/10/2021-PPD all dt 23.02.2023. and also submit an undertaking in this regard as per Annexure attached.		
Cancellation	IIT Bhubaneswar reserves the right to accept or reject or cancel any or all enquiries or quotations/Bids at any stage without assigning any reason thereof. Printed conditions, if any, contained in or sent along with the quotation shall not be binding on us. IIT Bhubaneswar reserves all the rights cancel the Purchase Order at any stage without assigning any reason thereof.		
Jurisdiction	For any dispute, the place of jurisdiction shall be Bhubaneswar, India only.		
Packing & insurance	Goods should be securely, safely and adequately packed, insured & dispatched at the risk of supplier.		
Damaged or unapproved goods	All damaged or unapproved goods shall be returned at your cost & risk and the incidental expenses incurred thereon shall be recoverable from any of your bill.		

Submission of other documents	Bidders must submit the Manufacture Authorization Form duly signed by the OEM, Bidder Details, Acceptance for Bid Terms and Conditions, Bid Securing declaration certificate, Restriction on Land border sharing undertaking, Vendor Master Form, Firm incorporation /registration, GST registration certificate and PAN etc.		
Offer Price	The bidder must be quoted the price (final offer) on F.O.R. destination IIT Bhubaneswar basis. Offered price must be included all charges i.e. Packing & Forwarding, Freight, custom clearance, cargo handling, GST and Insurance etc. whichever is applicable as per Gol norms.		
Participation of OEM/Dealer	As per CVC guidelines OEM and their authorised dealer/partner cannot bid simultaneously for the same item in same tender. In such case, OEM Bid will be considered.		
False declarations	False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.		
After opening of the technical Bid	After opening of the technical Bid, the bidder may be asked in writing or online(through email/gem portal) to clarify on the uploaded documents provided in the technical bid, if necessary, with respect to any doubts or the illegible documents required for technical evaluation. Institute may ask for any other documents/information during technical evaluation of the tender. Provided in all such cases, furnishing of any such documents in no way alters the bidders price Bid. Institute may reserve the right to accept any additional document.		
After opening of the Price Bid	For examination, evaluation and comparison of bids, Institute may at his/her discretion to ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdown of unit rates as per Gol rules.		
Other terms & conditions	As per GeM Bid		

Annexure –X**Check list**

Sl. No.	Documents asked for	Documents submitted Yes/No	If Yes PDF Page No
1.	Make & Model offered		
2.	Compliance statement of technical specification and terms and conditions as per annexure attached	Yes/No	
3.	MAF/OEM (If Authorized dealer, authorization certificate must be signed by the OEM). If OEM, registration of the firm with mentioning the brand of the equipment must be submitted.	Yes/No	
4.	Local content declaration as per annexure. Local Content % & Country of Origin must be signed by the OEM	_____% , COO ____ Yes/No	
5.	Past Performance/Experience (Similar Purchase order must be submitted)	Yes/No	
6.	Bid Securing declaration as per tender annexure	Yes/No	
7.	Acceptance of Terms & conditions as per tender annexure	Yes/No	
8.	Bidder details as per annexure	Yes/No	
9.	MSME certificate (for preference purpose as per Gol and tender)	Yes/No	
10.	Firm Registration/ incorporation certificate, Firm GST Registration certificate & PAN of the firm	Yes/No	
11.	Any others	Yes/No	

Note:

Technical bid to be submitted as per above order with clearly mentioning the page number duly signed by Bidder.

**(Signature of the bidder)
Name and Address (with seal)**