

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	21-01-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	21-01-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Corporate Affairs
विभाग का नाम/Department Name	Na
संगठन का नाम/Organisation Name	Registrar Of Companies (roc)
कार्यालय का नाम/Office Name	Bengaluru
कुल मात्रा/Total Quantity	2
वस्तु श्रेणी /Item Category	NVIDIA® RTX PRO 6000 Blackwell GPU Card
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	NVIDIA® RTX PRO 6000 Blackwell, PCIe, 600W, 96GB Passive, Double Wide, Full Height GPU Card
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रारंभिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Graphics Card
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	7 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	7 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	30 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईएमडी राशि/EMD Amount	30000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	36

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है। /EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

TAX INVOICE Hitech Equipments Solutions (Dealers of Air Conditioner & other Equipments) #. 18, 'G' Floor, 2nd Main, 2nd Cross, Gundappa Reddy Layout, Cholanayakana Halli, RT Nagar Post, Bengaluru – Bengaluru, NA, Registrar of Companies (ROC), Ministry of Corporate Affairs (Foundation For Science Innovation And Development)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII

सक्षम प्राधिकारी का नाम/Name of Competent Authority	Prem Prakash
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	Head Commercial
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	Commercial
सीए अनुमोदन संख्या/CA Approval Number	12
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	30-12-2025
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	Approval is granted for not considering MII purchase preference since the item is manufactured in USA

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

6. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.

- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

NVIDIA® RTX PRO 6000 Blackwell GPU Card (2 Unit)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्ट दस्तावेज़ /Buyer Specification Document	Download
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प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Samrat Talukdar	560012,Innovation Centre, Indian Institute of Science Bengaluru 560012	2	15

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

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. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

FOUNDATION FOR SCIENCE INNOVATION AND DEVELOPMENT
INNOVATION CENTRE
INDIAN INSTITUTE OF SCIENCE
BANGALORE
PIN 560012

3. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

5. Generic

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

6. Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

7. Generic

IT equipment shall be IPv6 ready from day one.

8. Generic

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.

9. Generic

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

10. Generic

OPTIONAL SITE VISIT:

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder.

NIL

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

11. Generic

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

12. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

13. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

14. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

15. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

16. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

17. Turnover

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

18. Service & Support

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.

19. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

20. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

21. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

22. Certificates

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

23. Warranty

Warranty period of the supplied products shall be 3 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.

24. Warranty

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

25. Warranty

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

26. Past Project Experience

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.
Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

27. **Past Project Experience**

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

28. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

FOUNDATION FOR SCIENCE INNOVATION AND DEVELOPMENT
payable at
BANGALORE

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

29. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of

FOUNDATION FOR SCIENCE INNOVATION AND DEVELOPMENT
payable at
BANGALORE

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

30. **Financial Criteria**

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

31. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में

भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस नियिदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---



**FOUNDATION FOR SCIENCE INNOVATION & DEVELOPMENT (FSID)
INNOVATION CENTRE, INDIAN INSTITUTE OF SCIENCE (IISc),
NEAR MARAMMA CIRCLE GATE
BENGALURU - 560012
Telephone: 080 – 2346 0622**

**Website: <https://www.fsid-iisc.in/> & <https://gem.gov.in/>
E-mail: procurement.support@fsid-iisc.in**

Tender Ref: FSID/CDPG/24/25-26

Open Tender Enquiry/REQUEST FOR TENDER (RFP)

Procurement of GPU Card

Additional Terms and Conditions – Buyer Specific Clauses

Whenever there is any conflict between the provision in the Additional Terms and Conditions – Buyer Specific Clauses and that in the GTC/STC of GeM, the provision contained in the Additional Terms and Conditions – Buyer Specific Clauses shall prevail

DISCLAIMER

- This document is being issued by Foundation for Science Innovation and Development (FSID) for Procurement of items mentioned here in the document on such terms and conditions and technical specifications as set out in this RFP document.
- It is hereby clarified that this document is not an Agreement and is not an offer or invitation by FSID to any party hereunder. The purpose of this document is to provide the bidder (s) with information to assist in the formulation of their proposal submission. This document does not purport to contain all the information bidders may require. This document may not be appropriate for all persons and it is not possible for FSID to consider needs of each bidder. Each bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this document and obtain independent advice from appropriate sources. FSID and their advisor make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations or otherwise as to the accuracy, reliability or completeness of the document.
- FSID in their absolute discretion, but without being under any obligation to do so may update, amend or supplement the information in this document.
- Information provided in this document to the Bidder(s) may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the document and any assessment, assumption, statement or information contained therein or deemed to form part of this document or arising in any way in this Selection Process.
- The Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever and emphasizes that no compensation is owed upon rejection.
- The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection Process.

INDEX

PART-1-BIDDING PROCEDURE	5
SECTION - I- NOTICE INVITING TENDER (NIT).....	5
SECTION - II - INSTRUCTIONS TO BIDDERS (ITB).....	7
SECTION - II- (A)-INSTRUCTIONS TO BIDDERS (ITB).....	9
SECTION - II -(B) - INSTRUCTIONS FOR ONLINE BID SUBMISSION	27
SECTION - III -(A)- QUALIFICATION CRITERIA	28
SECTION - III - (B)- PROFORMA FOR PERFORMANCE STATEMENT	32
SECTION - IV- (A) BID SUBMISSION FORM	33
SECTION - IV-(B)- FORM FOR POWER OF ATTORNEY/BOARD RESOLUTION	34
SECTION - IV -(C) - PRICE SCHEDULE (BOQ)	36
SECTION - IV - (E)- MANUFACTURER'S AUTHORISATION FORM.....	37
SECTION - IV - (F) - NEFT MANDATE FORM.....	38
SECTION - IV - (G) – DECLARATION FOR GFR CLAUSE 144 XI.....	39
SECTION - IV- (H) – DECLARATION FOR LOCAL CONTENT	40
SECTION - IV- (I) – BID SECURITY DECLARATION	41
SECTION - IV- (J) - AFFIDAVIT/UNDERTAKING.....	42
PART-2- SUPPLY REQUIREMENT AND SPECIFICATION.....	43
SECTION - V - SUPPLY REQUIREMENTS	43
SECTION - VI - TECHNICAL SPECIFICATIONS	44
PART-3 - CONTRACT	47
SECTION - VII (A) - GENERAL CONDITIONS OF CONTRACT (GCC).....	48
SECTION - VIII (A) - (I) - CONTRACT AGREEMENT	60
SECTION - VIII (B) - BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/.....	62
SECTION - VIII (C) - INSPECTION & ACCEPTANCE CERTIFICATE.....	63
SECTION - VIII (D) -CHECKLIST	64

**FOUNDATION FOR SCIENCE INNOVATION & DEVELOPMENT (FSID)
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E-mail: procurement.support@fsid-iisc.in**

SECTION I- Notice Inviting Tender (NIT)

For Open Tender Enquiry

Foundation for Science Innovation & Development (FSID), a Section 8 Company promoted by Indian Institute of Science (IISc) invites **On- line bids** from eligible bidders, in single stage two bid systems for procurement of the following items for FSID:

Sl. No.	Brief Description of Goods	Amount of Bid Security in Rs.
1	Supply, Installation, Testing & Commissioning of NVIDIA® RTX PRO 6000 Blackwell, PCIe, 600W, 96GB Passive, Double Wide, Full Height GPU Card for Dell PowerEdge R770 Server	₹ 30,000/-

NOTE:

a. The Method of evaluation shall be L1 Selection Method subject to evaluation of the bids as per qualifying criteria.

~~Only Class I Local Supplier and Class II Local Supplier will be eligible to bid in this IFB. (As per 3 (b) of DPMT order dated 16.09.2020). Please refer Clause 4 of ITB for details.~~

Scanned copy of Bid Security in form of **Demand Draft** in favour of **“FOUNDATION FOR SCIENCE INNOVATION AND DEVELOPMENT”** payable at Bengaluru is to be uploaded online and Hard copy of the same must be sent to the **Head Commercial, Commercial Dept., Foundation for Science Innovation & Development, Innovation Centre, Indian Institute of Science, Near Maramma Circle Gate, Bengaluru - 560012** on or before Bid Submission Date & Time as mentioned in Critical Date Sheet.

The prospective bidders who have not registered can register with Government-e-Marketplace (GeM) Portal by paying necessary registration charges.

SCHEDULE OF BIDDING PROCESS WITH KEY DETAILS

Date of publication of RFP on e-procurement portal of GeM Portal	As per GeM Documents
Start date and time of downloading of document	As per GeM Documents
Last date and time of Submission of Queries for pre-bid conference	As per GeM Documents
Date and time of pre bid conference*	As per GeM Documents
Bid submission start date and time	As per GeM Documents
Last Date and Time of uploading/submission of Bids	As per GeM Documents
Bid Validity Period	120 days
Opening of Techno-Commercial Bid (Bid 1) Date and Time	As per GeM Documents
Opening of Price Bid (Bid 2) Date and time	To be informed separately

** Queries / Clarifications are to be responded online only.

1. Bidders may download the Bidding Documents from the web site – <https://www.fsid-iisc.in/> & GeM Portal of Govt. of India i.e. <https://gem.gov.in>. Bidders shall ensure that their Bids, complete in all respect are uploaded online before the closing date and time as indicated in the critical date sheet above on GeM Portal <https://gem.gov.in>.
2. Bids shall be submitted online only at GeM website: <https://gem.gov.in>. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder for e-submission of the bids online through GeM at <https://gem.gov.in>.
3. Bidders shall not tamper/modify the tender form including downloaded price bid template in any manner. In case, the same is found to be tempered/ modified in any manner, tender will out-rightly be rejected.
4. Intending bidders are advised to visit again Portal website <https://gem.gov.in> and FSID website <https://www.fsid-iisc.in/> before_ submission of tender for any corrigendum / addendum/ amendment.

Due Diligence by the Bidders:

5. Bidders may before submitting their Proposals, examine the requirements at their own expense and obtain and ascertain for themselves, at their responsibility and other information necessary for preparing their Proposals.
6. Bidders shall be deemed to have full knowledge of the requirements of the work. FSID will not accept any responsibility or liability for any errors, omissions, inaccuracies, or errors of judgment concerning information or materials provided by FSID in this Document or otherwise, with respect to this Project. Although such information and materials are to the best of the FSID's belief, however, their verification is the sole responsibility of Bidder.
7. Neither FSID, nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information provided nor will have any liability to any bidder which may arise from or be incurred or suffered in connection with anything contained in this document and the award of the work or otherwise arising in any way from the selection process.

**Head - Commercial
For and on behalf of Foundation for Science Innovation & Development**

SECTION - II - INSTRUCTIONS TO BIDDERS (ITB)

CONTENTS

(a) PREAMBLE.....	9
1. Definitions and Abbreviations.....	9
2. Introduction	10
3. Language of Bid.....	11
4. Eligible Goods and related services	11
5. Tendering Expenses	11
6. Local Conditions.....	12
(b) PRE-BID MEETING	12
• Pre-Bid Meeting Through Video Conference.....	12
(c) BIDDING DOCUMENTS	12
• Content of Bidding Documents.....	12
• Amendment(s) to Bid Document	13
• Modifications/withdrawal of bids	13
• Clarification of Bid Document.....	13
• Bid format.....	13
(d) PREPARATION OF BIDS	13
• Documents comprising the bid	13
• Technical Bid:.....	13
• Financial Bid:.....	15
• Bid currency	16
• Bid Price.....	16
• Indian Agent	16
• Firm Price.....	17
• Alternative Bids are not allowed.....	17
• Documents establishing bidder's eligibility and qualifications	17
• Documents establishing good's Conformity to TE Documents	17
• Bid Security/Earnest Money Deposit (EMD)	17
• Bid Validity	18
• Purchaser's right to accept any bid and to reject any or all bids.....	18
• Signing of bids.....	18
(e) SUBMISSION OF BIDS	19
• Submission of bids	19
(f) BID OPENING	19
• Opening of bids	19

(g) SCRUTINY AND EVALUATION OF BIDS.....	19
• Basic Principle.....	19
• Scrutiny of Tenders	19
• Minor infirmity/irregularity/Non-conformity.....	20
• Discrepancies in Prices	20
• Qualification Criteria	21
• Comparison of Bids and Award Criteria	21
• Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders.....	21
• Contacting the Purchaser	22
(h) AWARD OF CONTRACT	23
• The Purchaser's Right to accept any tender and to reject any or all tenders	23
• Notification of Award.....	23
• Variation of Quantities at the Time of Award/ Currency of Contract.....	23
• Issue of Contract	23
• Annulment of Award	23
• Termination of Contract.....	24
• Disqualification	24
• Non-receipt of Performance Security and Contract by the Purchaser.....	24
• Corrupt or fraudulent practices	24
• Conflict of Interest among bidders/agents	24

SECTION - II- (A)-INSTRUCTIONS TO BIDDERS (ITB)

(a) PREAMBLE

1. Definitions and Abbreviations

- 1.1. The following definitions and abbreviations, which have been used in these documents shall have the meaning as indicated below:
- 1.2. Definitions:
 - 1.2.1. "Purchaser" means FSID/the organization purchasing goods and services as incorporated in the Tender Enquiry documents.
 - 1.2.2. "Tender" means bids/quotations/Tender received from a Firm/ Bidder.
 - 1.2.3. "Bidder" means bidder/the individual, company or firm submitting bids/Quotations/Tender.
 - 1.2.4. "Supplier" means the individuals, company or the firm supplying the goods and services as incorporated in the contract.
 - 1.2.5. "Goods" means the instruments, machinery, equipment etc., which the supplier is required to supply to the purchaser under the contract.
 - 1.2.6. "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, repair, maintenance service and other such obligations of the supplier covered under the contract.
 - 1.2.7. "Earnest Money Deposit" (EMD) means Bid Security/monetary or financial guarantee to be furnished by a bidder along with its tender.
 - 1.2.8. "Contract" means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
 - 1.2.9. "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
 - 1.2.10. "Consignee" means person to whom the goods are required to be delivered to a person as an interim consignee for the purpose of person is the consignee, also known as ultimate consignee.
 - 1.2.11. "Specification" means the document/standard that prescribes the requirement with which goods or service must conform.
 - 1.2.12. "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
 - 1.2.13. "Day" means calendar day.
 - 1.2.14. "Event of Default" means the occurrence of one or more of the following events, acts, or omissions by the Management Operator that constitute a breach of the terms, conditions, or obligations set forth in this Agreement.
 - 1.2.15. "Force Majeure" or "Force Majeure Event" shall have the meaning as set forth in Clause of this document.
 - 1.2.16. "Government Authorities" shall mean any or all governmental authority / authorities of India or any subdivision thereof, whether national, federal, provincial, regional, state, county, municipal, local or other and any ministry, department, agency, entity or other body duly exercising executive, legislative,

regulatory or administrative functions of government, including any other body which may exercise similar and any other municipal/ local authority having jurisdiction over the Parties herein, and shall include any authority established through a statute or an act of the Government of India.

- 1.2.17. "Material Adverse Effect" shall mean the circumstances that may have an effect on (a) the ability of the Service Provider to perform / discharge any of its duties / obligations under and in accordance with the provisions of this Agreement, and / or (b) frustrate the legality, validity, binding nature or enforceability of this Agreement.
- 1.2.18. "Material Breach" shall mean a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the delivery of services under the Project, implementation of the Project or on any part of the Project Facilities, and which such Party shall have failed to cure;

1.3. Abbreviation: -

- 1.3.1. "TE Document" means Tender Enquiry Document
- 1.3.2. "NIT" means Notice Inviting Tenders
- 1.3.3. "ITB" means Instruction to Tenders
- 1.3.4. "GCC" means General Conditions of Contract
- 1.3.5. "SCC" means Special Conditions of Contract
- 1.3.6. "NSIC" means National Small Industries Corporation
- 1.3.7. "LC" means Letter of Credit
- 1.3.8. "DP" means Delivery Period
- 1.3.9. "BG" means Bank Guarantee
- 1.3.10. "ED" means Excise Duty
- 1.3.11. "CD" means Custom Duty
- 1.3.12. "RR" Railway Receipt
- 1.3.13. "BL" means Bill of Lading
- 1.3.14. "FOB" means Free on Board
- 1.3.15. "FCA" means Free Carrier
- 1.3.16. "FOR" means Free on Rail
- 1.3.17. "CIF" means Cost, Insurance and Freight
- 1.3.18. "CIP (Destinations)" means Carriage and Insurance paid up to named port of destination. Additionally, the insurance (local transportation and storage) would be extended and borne by the Supplier from warehouse to the consignee site for a period including 3 months beyond date of delivery.
- 1.3.19. "DDP" means Delivery Duty Paid named place of destination (Consignee site)
- 1.3.20. "INCOTERMS" means International Commercial Terms as on the date of Tender Opening
- 1.3.21. "RT" means Re-Tender
- 1.3.22. "GST" means Goods and Services Tax

2. Introduction

- 2.1. This bid document is for procurement of items as mentioned in **Section -V** "Schedule of Requirements.
 - 2.1.1. This Section (**Section II**) provides relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the

Purchaser for receipt and opening of bids as well as scrutiny and evaluation of bids and subsequent placement of contract.

2.1.2. The Bidders shall also read the Special Condition of Contract (SCC) related to this purchase, as contained in **Section VII-B** of these documents and follow the same accordingly. Whenever there is a conflict between the ITB/GCC and the SCC, the provisions contained in the SCC shall prevail over those in the ITB/GCC.

2.1.3. Before formulating the bid and submitting the same to the Purchaser, the bidder should read and examine all the terms and conditions, instructions, specifications etc. contained in the bid document. Failure to provide and/or comply with the required information, instructions etc. incorporated in this bid document, may result in rejection of the bid.

3. Language of Bid

3.1. The bid submitted by the bidder and all subsequent correspondence and documents relating to the bid, exchanged between the bidder and the FSID, shall be written in English language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language provided the same is accompanied by an English translation and, for purpose of interpretation of the bid, the English translation shall prevail.

4. Eligible Goods and related services

4.1. All goods and related services to be supplied under the contract shall have their origin in India/ any other country with which India has not banned trade relations. The term "origin" used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

4.2. In accordance with Clause 37 of ITB, only Class I Local Supplier and Class II Local Supplier will be eligible to bid in this IFB.(As per 3 (b) of DPIIT order dated 16.09.2020),

~~Class I Local Supplier means a supplier or service provider whose goods, services or works offered for procurement have local content equal to or more than 50% &~~

~~Class II Local Supplier means a supplier or service provider whose goods, services or works offered for procurement have local content more than 20% but less than 50%.~~

~~As per 9 (a) of the above order, the Class I & II local supplier are required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class I/II local supplier as the case may be. They shall also give details of locations at which the local value addition is made.~~

4.3. As per GFR Clause 144 (xi) added vide DoE order dated 23.07.2020: 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. All terms as mentioned in the Department of Expenditure order dated 23.07.2020 will be applicable.

5. Tendering Expenses

5.1. The Bidders shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or

outcome of the tendering process.

6. Local Conditions

6.1. It is imperative that each bidder fully acquaints himself with all the local conditions and factors, which would have any effect on the performance/completion of the contract in all respect. Bidders would themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time in India and/or country of manufacture and supply. On such matters, the purchaser shall not entertain any request from the bidders.

(b) PRE-BID MEETING

7. PRE-BID MEETING THROUGH VIDEO CONFERENCE

7.1. A Pre-Bid conference will be held with the prospective Bidders for the purpose of holding technical & commercial discussions and providing clarifications by the Purchaser. In the Pre-Bid Conference, clarifications pertaining to technical, commercial and other issues regarding the items stipulated in the bid document which may be required by the prospective bidders will be provided. The prospective bidders should on their own cost, attend the said conference on the date and venue.

7.2. Details of proposed/suggested variations/ deviations/ additions from the Bid specification/conditions, if any, should be clearly indicated while sending queries before Pre-Bid Conference. Any verbal suggestion/ proposal of variations/ deviations/ additions in the bid document made during the Pre-Bid Conference should also be given in writing to the Purchaser latest by 48 hours on next working day of the pre bid conference.

7.3. The purchaser may clarify on variations/ deviations, alternative proposals, which ensure equal or higher quality/ performance to the Technical Specifications during Pre-Bid Conference. However, the decision of the purchaser in this regard will be final.

7.4. After incorporation the amendments acceptable to the Purchaser, the bid Document shall be frozen as per the details provided in this document, through issuance of an Addendum(s) which can be downloaded from the e-procurement portal and website of FSID. The Bidder shall submit its Bid along with Bid documents including Addendum (if any) issued duly signed and stamped.

7.5. Non-attendance at the Pre- Bid Conference will not be a cause for disqualification of a Bidder. However, the terms and conditions of the addendum (s) will be legally binding on all bidders irrespective of their attendance at the Pre-Bid Conference.

7.6. No further suggestions for deviations/ variations/ additions will be entertained after the Pre-Bid Conference.

(c) BIDDING DOCUMENTS

8. Content of Bidding Documents

8.1. In addition to Section I – “Invitation for Bid” (IFB), the Bid Document includes several Sections up to Section VIII. These Sections are:

Section II	Instructions to Bidders (ITB)
Section II (B)	Instructions for Online Submission of Bids.
Section III	Qualification Criteria & Performance Statement

Section IV	Bidding Forms
Section V	Schedule of Requirements
Section VI	Technical Specifications
Section VII (A)	General Conditions of Contract
Section VII (B)	Special Condition of Contract
Section VIII	Contract Forms

9. Amendment(s) to Bid Document

- 9.1. At any time prior to the deadline for submission of bid, the Purchaser may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid document by issuing suitable amendment(s) to it.
- 9.2. Such an amendment to the bid document will be uploaded on FSID website: <https://www.fsid-iisc.in/> and GeM Portal of Government of India i.e. www.gem.gov.in only.
- 9.3. Prospective bidders are advised in their own interest to visit website of and GeM Portal for any amendment etc` before submitting their bids.
- 9.4. In order to afford prospective bidders reasonable time to take into account the amendments in preparing their bids, FSID may, at its discretion, suitably extend the deadline for submission of bids.

10. Modifications/withdrawal of bids

- 10.1. The bidder, after submitting the bid, is permitted to submit alterations/modifications to the bid, so long such alterations/ modifications are received duly sealed and marked like original bid, up-to the date and time of submission of bid. Any amendment/modification submitted after the prescribed date and time of receipt of bids shall not to be considered.

11. Clarification of Bid Document

- 11.1. A bidder requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with the Purchaser in writing. The Purchaser may respond in writing to such request provided the same is received (by the Purchaser) not later than 10 (ten) days prior to the prescribed original date of submission of bid.
- 11.2. Any clarification issued by Purchaser in response to query (ies) raised by the prospective bidders shall form an integral part of bid document and it may amount to an amendment of the relevant clause(s) of the bid document.

12. Bid format

- 12.1. The bidders are to furnish their bids as per the prescribed format at Section **IV (C)** and also as per the instructions incorporated in the bid document.

(d) PREPARATION OF BIDS

13. Documents comprising the bid

- 13.1. The bid prepared by the Bidder shall comprise the components detailed in Clause 14 & 15 of ITB (Technical and Financial Bid). The Bids not conforming to the requirements as stated in the said clauses shall be summarily rejected. FSID's decision in this regard shall be final, conclusive and binding on all the Bidder(s).

14. Technical Bid:

- 14.1. The Bidder shall submit the scanned copy of following documents along with company file while submitting the bid documents: -

14.1.1. Bid Security: Bid Security is to be furnished in accordance with clause 23 of ITB and bid submission as per- form at **Section IV (A)**. Alternatively,

documentary evidence for claiming exemption, if any, from payment of Earnest Money and bid submission form as per- form at **Section IV (A)**.

14.1.2. Bidder/Agent who quotes for items manufactured by OEM shall furnish scanned copy of Manufacturer's Authorization Form as per **Section IV(E)**.

14.1.3. Certificate of Incorporation/ Registration Certificate of the firm / Company/Agency in the country of origin (as per law of the country origin)/ Registration Certificate of Partnership Company, duly registered copy of Partnership Deed/MOA of the Company (as per law of the country origin)

14.1.4. Documents mentioned in the qualification criteria as per **Section III - (A)**.

14.1.5. "Performance Statement" as per perform in **Section III-(B)** along with relevant copies of orders and end users' satisfaction certificate/installation reports.

14.1.6. Certificate of Chartered Accountant showing annual turnover for the last three financial years ending 31st March 2025. Copies of Balance Sheet, Profit and Loss Account statement should also be enclosed.

14.1.7. Goods & Services Tax Registration Certificate. (as per law of the country origin)

14.1.8. Valid PAN (as per law of the country origin)

14.1.9. Documents and relevant details to establish that the goods and the allied services to be supplied by the bidder conform to be requirement of TE Documents. In case, the configuration/specifications offered by the bidder are found to be inferior to the configurations/specifications prescribed in the nomenclature Section VI, then the tender of such bidders shall be rejected out rightly.

14.1.10. The bidder should not have been blacklisted/ debarred by Central/ State Governments/ PSUs at any point of time. There should not be any criminal proceedings/conviction against the bidder at any point of time any other information considered necessary but not included above.

14.1.11. **Documentary evidence issued by Government showing Place of Business/ Registered Address of the Bidder in Bengaluru, Karnataka. Technical Bid without Registered Address documentary evidence as mentioned above shall be liable for cancellation.**

14.1.12. Catalogue containing detailed technical specification.

14.1.13. ~~As per 9 (a) of the DPIIT order dated 16.09.2020, the Class I & II local supplier are required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class I/II local supplier as the case may be. They shall also give details of locations at which the local value addition is made.~~

Local Content Means: "the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent"

False declarations in this regard will be considered as 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 Financial Rules along with such other actions as may be permissible under law.

14.1.14. Declaration as per New GFR Clause, 144 (xi) '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 a 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. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

Note:

- i) *The bidding companies /firms /agencies are required to attest (self-attestation) the scanned copies of documents, along with the bid, signed on each page with seal, to establish the bidders' eligibility and qualifications failing which their bid shall be summarily rejected and will not be considered. The bidders are responsible for what they attest and claim; if, later on, it is found that whatever has been attested by the bidder is not true/ correct, the company/ firm / agency of the bidder will render itself liable for punitive action including debarment for purpose of procurement of any item(s), in addition to attracting penal provisions of the agreement. The original copies shall be produced by the Bidder as and when required by the Purchaser.*
- ii) *The bidders shall execute necessary instrument and documents required by FSID/purchaser in relation to the bidding documents and shall adhere to all notification/amendments as may be issued by the purchaser from time to time. All costs (including taxes, stamp duties and registration charges if any shall be borne by the bidders)*
- iii) *The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.*

15. Financial Bid:

- 15.1. This should be uploaded online in the prescribed format as per BOQ available in GeM Portal.
- 15.2. Financial proposal should contain the 'Price Schedule' in the format prescribed in Section IV (C). All prices should be in India Rupees.
- 15.3. All the bidders are required to quote prices on DDP (Delivered Duty Paid) to destination at consignee's site. They shall furnish breakup of the prices as per price schedule given in bid document. Bids not containing the breakup of prices shall be liable to be rejected.
- 15.4. The price for the equipment shall include a complete breakup showing the basic price, excise duty, other levies, GST, packing charges, forwarding charges, freight and insurance charges and other charges if any shall also be given. Bids not containing the breakup of prices all liable to be rejected. Government levies, duty, taxes on the complete equipment as applicable on the date of opening of price bid will be considered for evaluation. In case there is variation in the statutory duties/taxes during the currency of the contract, the same will be payable at actual as applicable on the date of invoicing of equipment provided the equipment are delivered as per contracted delivery schedule.
- 15.5. The bidders should quote their lowest possible prices.
- 15.6. The terms DDP shall mean as defined in delivery schedule.
- 15.7. The price quoted for the equipment shall be firm and not subject to any upward variation except for the variation in statutory levies and duties separately quoted by the bidder in its bids.
- 15.8. Bidder shall quote only one price for each item. If more than one price is quoted, the lowest unit rate quoted by the bidder will be considered for evaluation.
- 15.9. The authorized signatory of the bidder must sign the bid, duly stamped at appropriate places with initial on all the remaining pages of the bid. A person signing (manually or digitally) the tender form or any documents forming part of the contract

on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

15.10. No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected.

15.11. The bid of a bidder, who does not fulfil any of the above requirements and /or gives evasive information /reply against any such requirement, shall be liable to be ignored and rejected.

Note: *Bidders are required to upload the “Technical Bid” and ‘Financial Bid’ separately at the designated place in required format in GeM Portal.*

16. Bid currency

16.1. All the bidders should quote only in Indian Rupees

16.2. Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

17. Bid Price

17.1. The Bidder shall indicate on the Price Schedule provided under Section IV (C) all the specified components of prices shown therein. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, same should be clarified as “NA” (means Not Applicable) by the Bidder.

17.2. The quoted prices for goods offered for domestic goods shall be quoted in the Price Schedule given under BOQ.

17.3. Duties and Taxes:

17.3.1. The bidders are required to indicate the duties and taxes payable by them in their Price Schedule. For the supplies made as per the original delivery schedule the statutory levies as applicable on the date of supply shall be paid/reimbursed to the Bidder/contractor at actual.

17.3.2. For the supplies made beyond the original delivery schedule, the reimbursement of statutory levies shall be governed by the provisions of the contract. In no case, the Bidder/contractor shall be entitled to any increase in duties and levies imposed after expiry of original delivery period.

17.3.3. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the Purchaser to enable the Purchaser to reimburse the supplier and take other necessary action in the matter. However, none of charges mentioned above shall be reimbursed if delivery is beyond the time schedule.

17.4. Customs Duty:
Not payable/Non-reimbursable by FSID.

17.5. The need for indication of all such price components by the Bidders, as required in this clause is for the purpose of comparison of the Bids by the Purchaser and will in no way restrict the purchaser’s right to award the contract on the selected Bidder on any of the terms offered.

18. Indian Agent

Deleted being N/A

19. Firm Price

19.1. The prices quoted by the bidder shall remain firm and fixed during the currency of the contract across India. As regards, taxes and duties, if any chargeable on the items, clause 16,17 of this Section will be applicable

20. Alternative Bids are not allowed.

21. Documents establishing bidder's eligibility and qualifications

21.1. Pursuant to ITB clauses 13, the bidder shall furnish, of its bid, relevant details and documents establishing to perform the contract.

21.2. The documentary evidence needed to establish the bidder's qualifications:

21.3. In case the bidder offers to supply items, which are manufactured by some other firm, the bidder should be duly authorized by the manufacturer to quote for and supply the goods to the Purchaser. The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section IV-E of this document.

22. Documents establishing good's Conformity to TE Documents.

22.1. The bidders shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose, the bidders shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.

22.2. In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the bidders, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its tender.

22.3. If a bidder furnishes wrong and/or misguiding data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

23. Bid Security/Earnest Money Deposit (EMD)

23.1. The bidder shall furnish bid security for an amount as shown in Clause 1 of Section I-IFB. The Bid Security is required to protect the Procuring entity against any non-compliance, misconduct, or withdrawal by the bidder. Failure to submit the Bid Security in the prescribed manner and within the stipulated timeline shall result in outright rejection of the bid, without any further consideration.

~~23.2. In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.~~

~~23.3. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs.~~

23.4. The Bid Security shall be furnished in one of the following forms:

- a) Account Payee Demand Draft
(Bidder has to upload challan/proof along with Bid in GeM Portal)

23.5. The Demand Draft shall be drawn on any Commercial Bank in India, in favour of the **“Foundation for Science Innovation and Development”**, payable at **Bengaluru**.

23.6. The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. The Bid Security shall be valid for **120 days** from the date of opening of the Technical Bid.

23.7. Earnest Money is required to protect the purchaser **against the risk of the bidder's conduct**, which would warrant the forfeiture of the EMD. **Earnest money**

of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of **Purchaser if it fails to furnish the required** performance security within the specified period.

23.8. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its **bid or** impairs or derogates from the bid or is breach of any condition of the tender documents in any respect within the period of validity of its bid without prejudice to other rights of the Purchaser. Further, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by FSID in the Letter of Award (LoA), its Bid Security/EMD will be forfeited.

23.9. The EMD serves as a safeguard for the Procuring entity against any misconduct or non- compliance by the bidder. The Bid Security shall be forfeited without any further notice if the bidder withdraws, amends, revises, or modifies its bid in any manner within the bid validity period. It shall also be forfeited if the bidder submits false, misleading, forged, or incorrect information or documents, whether deliberately or due to negligence. Additionally, if the successful bidder fails to furnish the required Performance Security within the specified period or engages in fraudulent practices, misrepresentation, or attempts to unduly influence the bidding process at any stage, the Bid Security will be forfeited. Moreover, non-compliance with any conditions outlined in the tender document, as determined by FSID, shall also result in forfeiture of the EMD.

23.10. Bid securities of the unsuccessful bidders shall be returned to them before expiry of the final bid validity and latest on or before the 30th day after the award of the contract'. Bid securities of unsuccessful bidders during first stage i.e., technical evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.

24. Bid Validity

24.1. The bid shall remain valid for acceptance for a period of **120 days** after the date of bid opening, prescribed in the bid document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.

24.2. In exceptional circumstances, Purchaser may request the bidders' consent to extend the validity of their bids up to a specified period. The bidders agree to extend the bid validity period. However, they will not be permitted to modify their original bids during the extended bid validity period. In case, the day up to which the bids are to remain valid falls on a holiday or on a day declared as holiday or closed day for the Purchaser, the bid validity shall automatically be extended up to the next working day.

25. Purchaser's right to accept any bid and to reject any or all bids.

25.1. The Purchase reserves the right to cancel the bidding process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidders.

26. Signing of bids

26.1. The bidders shall submit their bids as per the instruction contained in ITB.

26.2. The tender shall either be typed or written in legible/ indelible ink and the same shall be signed by the bidder or by a person (s) who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney/board resolution, which shall also be furnished along with the bid.

26.3. The tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, of any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

(e) SUBMISSION OF BIDS

27. Submission of bids

- 27.1. Bids should be submitted On-line as per the instructions given for On-line submission under Section II (B).
- 27.2. Bids must be received by the Purchaser not later than the date and time prescribed in the bid document.
- 27.3. Purchaser, at his discretion, may extend the deadline for submission of bids by amending the bid document in accordance with clause 9 of **ITB**. In that case, all rights and obligations of the Purchaser and the bidders would automatically stand extended.
- 27.4. Submission of more than one bid by the same bidder shall entail him for disqualification from participating in the bid process. OEM or its Agent / Authorized Dealer shall submit the Bid.

(f) BID OPENING

28. Opening of bids

- 28.1. The Purchaser will open the bids at the specified date, time and place as indicated in the IFB in **Section-I**. If due to administrative reasons the venue / date/ time of bid opening are changed, it will be uploaded on GeM Portal and on the FSID's website.
- 28.2. In case the specified date of bid opening falls on a holiday or is subsequently declared a holiday or closed day for the Purchaser, the bids will be opened at the appointed time and place on the next working day.
- 28.3. Authorized representatives of the bidders, who have submitted bids on time may attend the bid opening provided they bring with them letters of authority from the corresponding bidders. Letter of authority for attending the bid opening meeting should be in the format placed at **Section IV (G)**.
- 28.4. Two – bid system as mentioned in Para 13 above will be as follows:
 - 28.4.1. **Technical Bids** will be opened in the first instance, at the prescribed date and time as indicated in **Section –I (IFB)**. These bids shall be scrutinized and evaluated by the Purchaser with reference to parameters prescribed in the Bid Document. During the Technical bid opening, the bid opening official(s) will read the salient features of the bids like brief description of the items offered, delivery period, Bid Security and any other special features of the bids, as deemed fit by them. Thereafter, in the second stage, the Financial Bids of only the technically accepted bids / offers (as decided in the first stage) shall be opened for further scrutiny and evaluation followed by Reverse Auction (RA) if applicable on a date notified after the evaluation of the Technical Bid. The prices, special discount if any offered etc., as deemed fit by bid opening official(s) will also be read out.

(g) SCRUTINY AND EVALUATION OF BIDS

29. Basic Principle

- 29.1. Bids will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidders in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

30. Scrutiny of Tenders

- 30.1. The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 30.2. Purchaser will determine the responsiveness of each Tender to the TE

Document without recourse to extrinsic evidence.

- 30.3. The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- 30.4. The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;
 - 30.4.1. Qualification Criteria not enclosed
 - 30.4.2. Tender is unsigned.
 - 30.4.3. Tender validity is shorter than the required period
 - 30.4.4. Required EMD (Amount, validity etc.)/exemption documents have not been provided
 - 30.4.5. Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization letter.
 - 30.4.6. Bidder has not agreed to give the required performance security.
 - 30.4.7. Goods offered are not meeting the tender enquiry specification.
 - 30.4.8. Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
 - 30.4.9. Poor/ unsatisfactory past performance.
 - 30.4.10. Bidder has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
 - 30.4.11. Bidder has not complied with the requirement of Clauses of ITB.
 - 30.4.12. Any other conditions as deem fit.
 - 30.4.13. Bid by Foreign Companies. (Only Indian companies are allowed to BID) or Non-Submission of required declaration regarding Class I / Class II Local Supplier.
 - 30.4.14. Non-Submission of required declaration as per New GFR Clause, 144 (xi)

30.5. The Method of evaluation shall be L1 Selection Method subject to evaluation of the bids as per qualifying criteria.

31. Minor infirmity/irregularity/Non-conformity

- 31.1. If during the preliminary examination, the purchaser finds any minor infirmity and/ or irregularity and/ or non-conformity in a tender, the purchaser will convey its observation on such 'minor' issues to the bidder by speed post/ mail etc. asking the bidder to response by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

32. Discrepancies in Prices

- 32.1. If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail, and the total price corrected accordingly.
- 32.2. If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected, and
- 32.3. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 31 of ITB.
- 32.4. If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored.

33. Qualification Criteria

- 33.1. Bids of the Bidders, who do not meet the required Qualification Criteria prescribed in Clause 14 of Section II A read with Section III (A), will be treated as

non - responsive and will not be considered further.

34. Comparison of Bids and Award Criteria

- 34.1. The comparison of the techno commercially responsive Bids for ranking purpose shall be carried out on Delivery on DDP basis at Consignee Site basis, inclusive of applicable taxes, duties, incidental services.
- 34.2. The Contract shall be awarded to the responsive Bidder(s) who is lowest and who meets the laid down Qualification Criteria in the Bid documents.
- 34.3. The Purchaser reserves the right to give the price preference/ purchase preference as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India along with other relevant documents so as to establish their claim for such preferences.

34.4. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders:

- 34.5. The purchaser will take into account also the additional factors, if any, incorporated in tender document in the manner and to the extent indicated therein.

Further to above points in Scrutiny & Evaluation of Bids above, the purchaser's evaluation of a tender will include and take into account the following:

- 34.5.1. In the case of goods manufactured in India or goods of foreign origin already located in India, Goods and Services Tax, Works Contract Tax etc. which will be contractually payable (to the bidder), on the goods and services; and
- 34.5.2. The Purchaser reserves the right to give the purchase preference to MSMEs/ Local Suppliers while evaluating, comparing and ranking the responsive tenders as detailed below.

34.5.2.1. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.

34.5.2.2. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 25% of the total tendered value. In case there are more than one such eligible MSE, the 25% supply will be shared equally. Out of 25% of the quantity earmarked for supply from MSEs, 5% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 5% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.

34.5.3. All conditions as per DPIIT order dated 16.09.2020 will be applicable and shall for all purposes be considered a part of the contract and the main points for participation are as defined below:

34.5.3.1. ~~As per 3 (b) of this circular, only Class I Local Supplier & Class II Local Supplier will be eligible to bid in this IFB.~~

As defined in the order,

Class I Local Supplier means a supplier or service provider whose goods, services or works offered for procurement has local content equal to or more than 50%

&

Class II Local Supplier means a supplier or service provider whose goods, services or works offered for procurement has local content more than 20% but less than 50%.

34.5.3.2. As per 9 (a) of the above order, the Class I & II local supplier are required to indicate percentage of local content and provide self certification that the item offered meets the local content requirement for Class I/II local supplier as the case may be. They shall also give details of locations at which the local value addition is made.

34.5.3.3. In case the procurement is above 10 cr. Certification as per 9(b) of the order will be applicable.

34.5.3.4. Purchase Preference as per 3(A) (b) of the above order:
If L1(Lowest Responsive Bidder) is Class I Local Supplier, the contact for full quantity will be awarded to L1.

34.5.4. If L1 bid is not a 'Class I local supplier', 50% of the order shall be awarded to L1. Thereafter, the lowest bidder among the Class I local supplier will be invited to match the L1 price for remaining 50% quantity, subject to the Class I local supplier's price falling within the margin of purchase preference (20%), and contract for that quantity will be awarded to such Class I local supplier subject to matching the L1 price. In case such lowest eligible L1 Class I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class I local supplier within 20% of the L1 price will be invited to match the L1 price for remaining quantity and so on, and the contract will be awarded accordingly. In case some quantity is still left uncovered on Class I local suppliers, then such balance quantity will also be ordered on the L1 bidder.

Note 1: "If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number/ Udyam Registration Number issued to it under the MSME Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.

Note 2: In case of purchase preference, the Purchase preference to Micro and Small Enterprises in Clause 35.5.2.2 will get precedence over purchase preference to Make In India in Clause 35.5.3.4.

35. Contacting the Purchaser

35.1. From the time of submission of tender to the time of awarding the contract, if a BIDDER needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

35.2. In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

36. Purchaser's Rights

The decision of the Purchaser in this regard shall be final and binding. No claim or compensation shall be admissible on account of such rejection.

(h) AWARD OF CONTRACT

37. The Purchaser's Right to accept any tender and to reject any or all tenders

37.1. The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

38. Notification of Award

38.1. The bidder whose bid has been accepted will be notified of the award by the Purchaser prior to the expiry of the bid validity period.

38.2. Before expiry of the bid validity period, the Purchaser will notify the successful bidder in writing, by speed post or email that its bid for items, which have been selected by the Purchaser, has been accepted; also briefly indicating there-in, that the essential details like description, quantity of the items, and delivery period, and prices have been accepted. The successful bidder must furnish to the Purchaser the required Performance Security within 14 days from the date of dispatch of this notification. FSID reserves the right to impose penalty @ 0.05% of contract value per day for further period of 07 days, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided under GCC Clause 5 under **Section VII (A)**.

38.3. The Letter of Award (LoA) will state the sum that the Purchaser will pay to the successful bidder in consideration of the items to be supplied by him.

38.4. The details of award of work and name of the successful bidder shall be mentioned on the GeM and also in the notice board/bulletin/website of FSID.

38.5. Notification of Award shall constitute the conclusion of the Contract. Provided that the contract shall become enforceable only upon receipt of valid Performance Security and return of duly executed Contract Agreement.

39. Variation of Quantities at the Time of Award/ Currency of Contract

39.1. At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty-five (25) per cent, the quantity of goods and services mentioned in the schedule(s) in the "Supply Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.

39.2. If the quantity has not been increased to the maximum of 25% of the tendered quantity at the time of awarding the contract, the purchaser reserves the right to increase the quantity further by up to the balance available twenty five (25) per cent of the tendered quantity of goods and services (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract during the currency of the contract.

40. Issue of Contract

40.1. Promptly after notification of award, the Purchaser will mail the Contract Agreement as per **Section VIII (A)**, duly completed to the successful bidder by speed post/mail.

40.2. The successful bidder shall return the contract in duplicate duly typed on stamp paper and duly signed and dated, to the Purchaser by speed post/mail within **seven** days from the date of issue of the contract.

40.3. The purchaser reserves the right to issue the Notification of Award consignee wise.

41. Annulment of Award

41.1. Failure of the successful bidder to comply with the requirement of signing an agreement with the Purchaser and furnishing Performance Security as per clause 5 of **Section VII (A)** shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

42. Termination of Contract

42.1. The Purchaser reserves the right to terminate the contract for convenience, without assigning any reason, by giving 30 days' prior written notice. The termination shall not affect accrued rights, obligations, or indemnities prior to termination.

43. Disqualification

43.1. Purchaser reserves the right to disqualify the bidder for a suitable period who fails to supply the items in time. Further, the bidder(s) whose items do not perform satisfactorily in accordance with the specifications may also be disqualified for a suitable period by the Purchaser. Misrepresentation of facts if found at any stage during the contract period including warranty clause will also attract disqualification. Time and quality of equipment is the essence of the Agreement.

44. Non-receipt of Performance Security and Contract by the Purchaser

44.1. Failure of the successful Bidder in providing Performance Security and / or returning contract copy duly signed in terms of ITB shall make the Bidder liable for forfeiture of its bid security and, also, for further actions by the Purchaser against it as per the clause 21 of GCC – Termination of default in Section-VII (A) and other administrative actions as deemed fit by the purchaser.

45. Corrupt or fraudulent practices

45.1. It is required by all concerned namely the Consignee/Bidder/Supplier to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

45.1.1. Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;

45.1.2. Will declare a firm ineligible or blacklist for a stated period of time, to be awarded a contract by the Purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or in executing the contract

45.1.3. The Purchaser reserves the right not to conclude the contract and in case contract has been issued, terminate the same, if found to be obtained by any misrepresentation, concealment and suppression of material facts by the bidder. In addition, Bid Security/ Performance Security (as the case may be) deposited by the bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment and suppression of material facts shall be initiated.

46. Conflict of Interest among bidders/agents

46.1. A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of purchaser's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if;

46.1.1. they have controlling partner (s) in common; or

46.1.2. they receive or have received any direct or indirect subsidy/financial stake from any of them; or

46.1.3. they have the same legal representative/agent for purposes of this bid; or

46.1.4. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or

46.1.5. bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assemblies from one bidding manufacturer in more

than one bid.

- 46.1.6. a bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid;
- 46.1.7. in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

47. Indemnity Clause

The Supplier shall indemnify, defend, and hold harmless the Foundation for Science Innovation and Development (FSID), its officers, employees, and agents against any and all claims, demands, losses, damages, penalties, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to:

- (a) any breach of the terms of this Contract by the Supplier;
- (b) any injury to person or property caused by the Supplier or its employees or agents;
- (c) any violation of applicable law, including intellectual property infringement, by the Supplier during the execution of the Contract.

48. Labour Laws to be complied by the Contractor

The supplier shall obtain a valid license under the Contract Labour (Regulation & Abolition) Act, 1970, and the Contract Labour (Regulation & Abolition) Central Rules, 1971, as amended from time to time. The contractor shall ensure that the license remains valid throughout the execution of the work, including the Defect Liability Period. The supplier shall strictly comply with the provisions of the Child Labour (Prohibition and Regulation) Act, 1986, as amended from time to time. No worker below the age of 18 years shall be engaged in the execution of the contract under any circumstances.

Any failure to comply with the above statutory requirements before the commencement of work or during execution shall render the contractor liable for penal action under this contract, including termination for default and forfeiture of any dues, in addition to statutory penalties as prescribed by law.

49. Labour Laws to be complied by the Contractor

The Supplier shall not assign, transfer, subcontract or otherwise dispose of its obligations under this Contract, in whole or in part, without the prior written consent of the Foundation for Science Innovation and Development.

Any such assignment or transfer without prior written approval shall be deemed void and shall constitute a material breach of the Contract, entitling FSID to terminate the Contract forthwith.

50. Confidentiality

The Supplier agrees to maintain the confidentiality of all documents, data, and information disclosed by FSID during the course of this Contract and not to disclose the same to any third party without the prior written consent of FSID. The obligations under this clause shall survive the termination or completion of this Contract.

51. Conflict of Interest

A bidder shall not have conflict of interest that may affect the selection process or the consultancy. Any bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, FSID shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre- estimated compensation and damages payable to FSID for inter-alia, the time, cost and effort of FSID including consideration of such bidder's proposal, without prejudice to any other right or remedy that may be available to FSID hereunder or otherwise.

52. Audit

FSID reserves the right to audit, inspect, or examine, directly or through its authorised representatives or auditors, the books of accounts, records, documents, and any other relevant materials of the Supplier pertaining to the performance of this Contract.

Such audits may be conducted at any time during the term of the Contract and up to three (3) years after its completion or termination, for the purpose of verifying compliance with contractual terms, financial integrity, and regulatory obligations.

The Supplier shall provide full cooperation, access, and support for the conduct of such audits, including furnishing copies of documents upon request.

53. Intellectual Property Rights (IPR) Protection

All drawings, specifications, documents, software, data, reports, and other materials, whether tangible or intangible, provided or disclosed by FSID to the Supplier under this Contract, including any modifications or enhancements thereof, shall remain the exclusive property of FSID.

The Supplier shall not reproduce, publish, disclose, distribute, use, or permit the use of such materials for any purpose other than for the performance of this Contract, without the prior written consent of FSID.

Upon completion or termination of the Contract, the Supplier shall promptly return or destroy, as directed by FSID, all such intellectual property and certify compliance in writing.

Nothing in this clause transfers to FSID any ownership rights in the Supplier's pre-existing intellectual property; however, the Supplier grants FSID a perpetual, royalty-free, worldwide license to use any Supplier IP incorporated into the deliverables to the extent necessary for FSID's use of the deliverables.

SECTION - II -(B) - INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the GEM Portal, using valid Digital Signature Certificates/ Adhaar based OTP. The instructions given below are meant to assist the bidders in registering on the GEM Portal, prepare their bids in accordance with the requirements and submitting their bids online on the GEM Portal. More information useful for submitting online bids on the GEM Portal may be obtained at: <https://gem.gov.in>.

A. PREPARATION OF BIDS

- (i) Bidder should take into account corrigendum published on the tender document before submitting their bids.
- (ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) 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 / RAR / DWF/JPG formats/ any other format as accepted to GeM.

B. SUBMISSION OF BIDS

- (i) Bidder should log into the site well in advance for bid submission so that they can 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.
- (ii) Bidder should prepare the EMD as per the instruction specified in the tender document. The original should be posted/couriered/given in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- (iii) 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.
- (iv) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (v) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

C. ASSISTANCE TO BIDDERS

- (i) 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 contract person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to GEM Portal in general may be directed to the GEM Portal Helpdesk. The Contract number for the helpdesk is 1800-419-3436 / 1800-102-3436.

SECTION - III -(A)- QUALIFICATION CRITERIA

- a. The Bidder must be a Manufacturer or its authorized agent (with Manufacturer authorization as per Section IV (E) and should be Class I/ Class II Local Supplier with a minimum local as defined in Clause 4 for of Section II (ITB). Bidder should provide self-certification that the item offered meets the local content requirement for Class I/II local supplier as the case may be. They shall also give details of locations at which the local value addition is made.
- b. **The Method of evaluation shall be L1 Selection Method subject to evaluation of the bids as per qualifying criteria.**
- c. The bidder must satisfy the following eligibility criteria –

Sl. No.	Criteria	Documentary Evidence Required
1.	The bidder must be a company/firm/sole proprietor registered in India from last 3 (three)years as on the bid submission date.	Enclose copy of certificate of incorporation/registration issued by relevant authority in India.
2.	The Bidder must be a Manufacturer or its authorized distributors/agent.	Distributors/Agent who quotes for items manufactured by Original Manufacturer, should furnish scanned copy of Manufacturer's Authorization Form as per Section IV (E).
3.	Bidder should be Class I/Class II Local Supplier. (As per 3 (b) of DPIIT order dated 16.09.2020). Class I Local Supplier means a supplier whose goods, offered has local content equal to or more than 50% and Class II Local supplier means a supplier whose goods, offered has local content 20%–50%.	Self Declaration Certificate regarding local content as per format given at Section IV(H)
4	EMD/ Bid Security	Scanned Copy of Proof of submission of EMD. Note: Bidder seeking EMD Exemption must Submit declaration as per format given at Section IV (I). Non-submission of Bid securing declaration may lead to rejection of the bid. Hard/Original Copy of the Bid Security must be submitted at the following address: Head Commercial, Commercial Dept., Foundation for Science Innovation & Development, Innovation Centre, Indian Institute of Science, Near Maramma Circle Gate, Bengaluru - 560012

5	<p>Bidder must have minimum average annual turnover for Rs 8 Lacs in the last 3 audited Financial Years ending March 2025.</p> <p>Note: In case audited account statement are not available for 2024-25 then the turnover for financial years 2021-22, 2022-23 & 2023-24 shall be considered for evaluation.</p>	<p>Statutory Auditors/ Chartered Accountant certificate and Balance Sheet & Profit and Loss Account for the last three financial years. GST – R certificate of last 3 financial year</p> <p>Statutory Auditor's/ Chartered Accountant's Certificate is mandatory. Providing Balance Sheet or Financial Statements is not sufficient for this requirement.</p>
6.	<p>The bidder should have executed project for supply and installation / commissioning of same or similar Category Products (GPU Card) during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria</p> <p>INR 5.22 Lakh in a single purchase order (or)</p> <p>INR 2.98 Lakh in a two purchases order (or)</p> <p>INR 2.23 Lakh in a three purchases order.</p>	<p>The requisite supply order (s) along with satisfactory completion certificates/ payment proofs issued by relevant authority shall be submitted.</p>
7.	<p>Bidder should not stand debarred/blacklisted by any Central/State Government sector/ Public Sector Units/ Autonomous bodies/Public Sector Banks/ Statutory bodies due to corrupt, fraudulent or any other unethical business practices as on date of bid submission.</p>	<p>Enclose declaration in the format given in Section IV (J)</p>
8.	<p>The net worth of the Bidder firm should be Positive on 31st March 2025.</p> <p>Note: In case audited account statement are not available for 2024-25 then the above criteria for financial years 2021-22, 2022-23 & 2023-24 shall be considered for evaluation.</p>	<ul style="list-style-type: none"> • Statutory Auditors/ Chartered Accountants certificate certifying positive net worth in the last three years, ending on March 2025. • Balance Sheet and Profit and Loss Account for the last three financial years
9.	<p>The manufacturer should be manufacturing GPU Card at least for the last 3 years ending on the bid submission date (if applicable).</p>	<p>Relevant Documents viz., Copy of Supply order and /or Completion certificate.</p>
10.	<p>In case the bidder is not manufacturer, then the bidder should be an authorized agent / distributor of the manufacturer and should have been associated, as authorized representative of the same or other Principal Manufacturer for supplying GPU Card for past three (03) Years ending on the bid submission date</p>	<p>The requisite supply order (s) along with satisfactory completion certificates/ payment proofs issued by relevant authority shall be submitted.</p>
11	<p>DECLARATION As per GFR Clause 144 (xi)</p>	<p>As per format given at Section IV(G)</p>
12	<p>Documentary Evidence on Place of Business/ Registered Address in Bengaluru, Karnataka for a minimum period of 1 year</p>	<p>Relevant Documents issued by any Govt. Organization</p>

~~Note: MSEs (under relevant category) and verified Startups (under relevant field) will be given exemption only for criteria as mentioned at Point no. 4 (EMD), Point No. 5 (Turnover) and Point No. 6 (Previous experience as Single Work Order), upon submission of the relevant notification(s) along with bid security declaration as per format given at Section IV (I).~~

~~Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.~~

Note for Bidders:

- a. 'Doctrine of Substantial Compliance': The qualification criteria are for shortlisting of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the qualification criteria. Keeping this caveat in view, interpretation by Procuring Entity would be based on common usage of terminologies and phrases in public procurement in accordance with the 'Doctrine of Substantial Compliance' and would be final.
- b. All bidders are required to meet and submit relevant documents as mentioned to establish compliance to all criteria mentioned in III (b) without any exemption. Bids of bidders not meeting the same would be substantially ignored.
- c. Along with all the necessary documents/certificates required as per the tender conditions, the bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity (both technical and financial), for manufacture and supply of the required goods/equipment, within the specified time of completion, after meeting all their current commitments.
- d. All copy of supply/work order; respective completion certificate and contact details of clients;/manufacturing license; annual report, etc.in support of experience, past performance and capacity/capability should be authenticated by the by the person authorized to sign the tender on behalf of the bidder. Original Documents must be submitted for inspection, if so demanded.
- e. In case technical specification and rates being equal, preference will be given to such firms having relevant ISO or other equivalent certification for quality assurance. In case parameters come on equal footings, successful bidder will be the one, having highest turnover.

SECTION - III - (B)- PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

Bid Reference No.

Date and Time of opening : _____
Name and address of the Bidder : _____
Name and address of the manufacturer : _____

Order placed by (full address of Purchaser)	Order number and date	Description and quantity of ordered goods	Value of order (Rs.)	Date of completion of supply/Contract		Remarks indicating reasons for delay if any	Have the goods been functioning satisfactorily (Attach documentary proof) **
				As per Contract	Actual		
1	2	3	4	5	6	7	8

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect; we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Signature and seal of the Bidder

** The documentary proof will be certificate from the consignee/end user with cross- reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished.

SECTION - IV- (A) BID SUBMISSION FORM

Date _____

To

Head Commercial
Foundation for Science Innovation & Development
Innovation Centre, IISc Bengaluru - 560012

Ref: Your Bidding Document No.

Sir,

We, the undersigned have gone through the above-mentioned Bidding Document, including amendment/corrigendum no. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver the goods (_____) to the purchasers named in the schedule *in conformity* with your above referred document at the rates as shown in the price schedule(s), attached herewith and made part of this Bid -

2. We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 05 of Section-VII (A) for due performance of the Contract.
3. We agree to keep our Bid valid for acceptance for 120 days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period.
4. We further confirm that, upon conclusion of formal Contract on us, the supply orders placed on us by the designated Purchaser against the Contract shall constitute a binding contract between us and the Purchaser.
5. We confirm that the rates offered by the OEM or its authorized agent are same in respect of the items stipulated in the contract document.
6. We undertake that we have not supplied the required items at a price lower than the price quoted for these items by us.
7. We fully agree to abide by all terms and conditions of General Conditions of Contract/Special Condition of Contract as per Section-VII.
8. We further understand that you are not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.
9. We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.
10. We confirm that we fully agree to the terms and conditions specified in above mentioned Bidding Document, including amendment/ corrigendum if any

[Signature with date, name and designation]

Duly authorised to sign Bid for and on behalf of Messrs _____

[Name & address of the manufacturers]

SECTION - IV- (B)DISCLOSURE OF CONFLICT OF INTEREST

I/We hereby declare that I/We do not have any conflict of interest with other bidders as per the conditions stipulated in Clause No. 46 of Section II-A of the Tender Document.

I/We further declare that no employee, official, or consultant directly or indirectly associated with FSID has any involvement, interest, or influence in our firm, our bid, or any of our activities related to this tender. Any such direct or indirect association shall be deemed a conflict of interest.

I/We understand and agree that if any conflict of interest is found to exist at any stage, whether during the bidding process or thereafter, the bid is liable to be cancelled and any bid security submitted, if applicable, may be forfeited.

If any part of this declaration is found to be false or misleading, I/We shall be liable for action as per the terms of the agreement and applicable rules.

(Authorized Signatory)

Stamp

SECTION - IV- (C)- FORM FOR POWER OF ATTORNEY/BOARD RESOLUTION

Know all men by these presents, we, /vide board resolution dated _____, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms. (Name),son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the (Name of Mandate) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidder's and other conferences and providing information/responses to Foundation for Science Innovation and Development(hereinafter referred to as "Purchaser"), representing us in all matters before Purchaser, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with Purchaser in all matters in connection with or relating to or arising out of our bid for the said Tender and /or till the entering into the Contract with Purchaser.

AND we hereby agree to ratify and confirm and do hereby all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____ THE ABOVE-NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20**

For _____

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized)

(Signature) (Name, Title and Address of the Attorney)

SECTION - IV -(C) - PRICE SCHEDULE (BOQ)

NOTE: Price Bid only to be submitted in the Price bid Section of the GeM Portal. If price bid submitted along with the technical bid, the bid shall be summarily rejected.

Price Bid Format								
S.No.	Item Description	Quantity (A)	Price/unit before GST (B)	GST (%) (C)	GST Amount (D= B * C)	Unit Price at Consignee site incl. GST (E = B+D)	TOTAL AMOUNT excluding GST (F= B * A)	TOTAL AMOUNT including GST (G= E * A)
1	NVIDIA® RTX PRO 6000 Blackwell, PCIe, 600W, 96GB Passive, Double Wide, Full Height GPU Card for Dell Poweredge R770 Server	2 nos.			0	0	0	0
<ul style="list-style-type: none"> • The Method of evaluation shall be L1 Selection Method subject to evaluation of the bids as per qualifying criteria. • Taxes will be applicable as per existing government norms. • Bidder should consider all overhead costs while quoting. 								

Note: -

1. The Bidder should visit site at its own cost and get itself familiar with the site conditions. All charges incidental for successful commissioning of the GPU Cards should be considered at the time of bidding. Any claim whatsoever during execution/ later stage for price escalation shall not be entertained under any circumstances. All prices quoted by the bidder shall remain firm throughout the currency of the contract. Any changes in the cost may lead to termination of the contract and subsequent forfeiture of Performance Guarantee and /or blacklisting.
2. ~~The Bidder may arrange Demo of its product at Consignee location at its own cost, prior to submission of the bid. Copy of acknowledgement duly signed by Head Commercial, FSID after successful DEMO of the product in accordance with Bid document may be attached along with Technical Bid document for evaluation.~~

Signature of Bidder _____ Name & Designation _____
 Place: Business Address _____ Date: _____

Seal of the Bidder _____

SECTION - IV - (E)- MANUFACTURER'S AUTHORISATION FORM

To

Head Commercial,
Foundation for Science Innovation & Development,
Innovation Centre, IISc, Bengaluru - 560012

Sir,

Reference your RFP/IFB No. _____, dated _____

We, _____ who are proven and reputable manufacturers/(
Name of the Manufacturer) of _____ (*name and description of the
goods offered in the Bid*) having factories/offices at _____,
hereby authorise Messrs _____ (*name and address of the agent*)
to submit a Bid, process the same further and enter into a Contract with you against your
requirement as contained in the above referred Bidding Documents for supply of the above
goods manufactured by us during the currency of the Contract.

We also hereby extend our full warranty of _____ year from the date of acceptance of
goods by Consignee, supplied against this Contract.

Yours faithfully,

[Signature with date, name and designation]
for and on behalf of Messrs _____

[Name & address of the manufacturers]

Note: This letter of authorisation should be on the letter head of the manufacturing
firm/distributor/stockiest and should be signed by a person competent to legally bind
the manufacturer/distributor/stockiest.

SECTION - IV - (F) - NEFT MANDATE FORM

From: M/s.

Date:

To

Head Commercial,
Foundation for Science Innovation & Development,
Innovation Centre, IISc, Bengaluru - 560012

Sub: NEFT PAYMENTS

We refer to the NEFT being set up by FSIID. For remittance of our payments using RBI's NEFT scheme, our payments may be made through the above scheme to us under noted account.

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM

Name of City	
Bank Code No.	
Bank 's name	
Branch Address	
Branch Telephone / Fax no.	
Supplier's Account No.	
Type of Account	
IFSC code for NEFT	
IFSC code for RTGS	
Supplier's name as per Account	
Telephone no. of supplier	
Supplier's E-mail ID	

[Signature with date, name and designation]
For and on behalf of Messrs _____

Confirmed by Bank

[Name & address of the bidder]

Enclosed a copy of Crossed Cheque

SECTION - IV- (G) - Format for Self-Declaration regarding Restriction under Rule 144 (XI) of GFR 2017 (Land Border Sharing) (to be printed in letter head)

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I, the undersigned, _____ (full names), do hereby declare, in my capacity as _____ of M/s _____ (name of bidder entity), that:

1) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 office memorandum (OM) No. F.18/37/2020-PPD Dt:08.02.2021, OM NO. F.12/1/2021-PPD (Pt) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021 and OM No.F.7/10/2021-PPD dated 23.02.2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order.

2) I certify that M/s _____ (name of bidder entity) is not from such a country or, is from such a country (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]

3) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s _____ (name of bidder entity) is found to be false, this would be a ground for debarment and further legal action in accordance with law as per Clause 18 of Procurement Policy Division OM No.F.7/10/2021-PPD dated 23.02.2023.

AUTHORISED SIGNATURE: DATE: _____
Seal / Stamp of Bidder

SECTION - IV- (H) - Format for MII declaration (to be printed in letter head) Self-Certification under preference to Make in India order Certificate

1 . In line with Government Public Procurement Order No. P-45021/2017-PP (BE-II) dated 04.06.2020 and its amendments, we hereby certify that we M/s _____ are local suppliers and the offered item having local content of _____ % (excluding Net Domestic Indirect Taxes, Transportation, Insurance, Installation, Commissioning, Training and after sales service support like AMC/CMC etc.) as defined in above orders for the material against Tender/Bid No._____ Dated _____

2. Details of location at which local value addition will be made as follows:

3. We also understand, false declaration will be breach of the code of integrity under the 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 Financial Rules along with such other actions as maybe permissible under law.

Thanking You

**(Signature, name and designation of the authorized signatory)
(Name and seal of the Bidder)**

SECTION - IV- (I) – Bid Security Declaration

(To be submitted by bidder seeking EMD exemptions under MSE Policy, Startup and as per GeM GTC 4.0)

Bidder's _____ Reference _____ No. _____
Date.....

To Head Commercial,
Foundation for Science Innovation & Development,
Innovation
Centre, IISc,
Bengaluru -
560012

Ref: _____ Tender _____ Document _____ No. for _____
..... Sir/
Madam,

We, the undersigned, solemnly declare that: We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in case the bidder is seeking EMD exemption.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- a) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- b) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
- i. refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
- ii. Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- i. receipt by us of your notification
 - (a) of cancellation of the entire tender process or rejection of all bids or
 - (b) of the name of the successful bidder or
- ii. forty-five days after the expiration of bid validity any extension to it.

(Signature with date)

(Name and designation)

Duly authorized to sign bid for and on behalf of..... [name
& address of Bidder and seal of company]

Dated on day of [insert date of signing]

Place [insert place of signing]

DA:.....

SECTION - IV- (J) - AFFIDAVIT/UNDERTAKING

I/ We have read and understood the instructions and the terms and conditions contained in the document. I/We accordingly accept all terms and conditions of the tender enquiry document including the essential conditions specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law. I/ We confirm that we do not stand deregistered/debarred/banned/blacklisted by any Govt. Authorities. I/ We do hereby declare that the information furnished/ uploaded is correct to the best of my/our knowledge and belief. I/We hereby certify that the prices offered by us in this tender is not higher than the prices we had offered to any other Govt. of India Organization(s)/PSU(s) during the last one year and shall provide the justification for reasonableness of our offered price whenever asked during evaluation of our submitted bid. I/ We also hereby certify that if at any time, information furnished by us is proved to be false or incorrect; I/ We are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Date: _____ (Signature of the bidder)
NAME & ADDRESS OF THE
BIDDER

NOTE: To be submitted on non-judicial stamp paper of Rs. 10/- duly certified by Public Notary

PART-2- SUPPLY REQUIREMENT AND SPECIFICATION

SECTION - V - SUPPLY REQUIREMENTS

S.No.	Item Description	Quantity (A)
1	NVIDIA® RTX PRO 6000 Blackwell, PCIe, 600W, 96GB Passive, Double Wide, Full Height GPU Card for Dell Poweredge R770 Server	2 nos.

Warranty: On-site 3 years Warranty

Part II: Required Delivery Schedule:

Required Delivery Schedule: Supply of Goods including installation, testing & commissioning are required within 15 days from the date of Notification of Award. However, the Bidders may quote their earliest delivery period from the date of Notification of Award. Time is essence of Contract. The Supplier is requested to deliver goods within the Delivery Period and the date of delivery at Consignee site will be considered as actual date of delivery.

Part III: Required Terms of Delivery:

Free Delivery, installation & commissioning at Consignee Site.

Part-IV: Consignee Details:

- Refer GeM Bid Document

SECTION - VI - TECHNICAL SPECIFICATIONS

Sl. No	Name of Item	Technical Specification
1	GPU Card	NVIDIA® RTX PRO 6000 Blackwell, PCIe, 600W, 96GB Passive, Double Wide, Full Height GPU Card for Dell Poweredge R770 Server

PART-3 - CONTRACT

SECTION - VII GENERAL CONDITIONS OF CONTRACT (GCC) TABLE OF CLAUSES

1. Application.....	48
2. Use of contract documents and information.....	48
3. Intellectual Property Rights/Patent Rights.....	48
4. Country of Origin	48
5. Performance Security	48
6. Technical Specifications and Standards	49
7. Packing and Marking.....	50
8. Inspection, Testing and Quality Control	50
9. Terms of Delivery	51
10. Insurance	52
11. Spare Parts.....	52
12. Incidental services	52
13. Dispatch Documents for Goods	52
14. Warranty	53
15. Assignment	53
16. Prices	53
17. Taxes and Duties.....	53
18. Terms and Mode of Payment.....	54
19. Delay in the supplier's performance	55
20. Liquidated damages.....	55
21. Termination for default	56
22. Notice	56
23. Termination for insolvency	57
24. Force Majeure.....	57
25. Termination for convenience.....	57
26. Withholding and lien in respect of sums claimed.....	58
27. Resolution of disputes.....	58
28. Applicable Law.....	59

SECTION - VII (A) - GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

- 1.1. The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same is not superseded by Schedule of Requirements under Section V and Technical Specification under Section VI of this document.
- 1.2. All relevant clauses in Section II, Instructions to Bidders (ITB), will be binding on this purchase.

2. Use of contract documents and information

- 2.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purpose of such performance for this contract.
- 2.2. Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub clause 2.1 above except for the sole purpose of performing this contract.
- 2.3. Except the contract issued to the supplier, each and every other document mentioned in GCC sub clause 2 (a) above shall remain the property of the purchaser and if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligation under this contract.

3. Intellectual Property Rights/ Patent Rights

- 3.1. The supplier shall, at all times, fully indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks, copyright etc. Being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expense take care of the same for settlement and if required, duly represent the purchaser before any courts/forums in this regard, without any cost liability to the purchaser.

4. Country of Origin

- 4.1. All goods and services to be supplied and provided for the contract shall have the origin in India/ any other country with which India has not banned trade relations.
- 4.2. The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
- 4.3. The country of origin may be specified in the price schedule.

5. Performance Security

- 5.1. As guarantee for the due performance, observance and fulfilment of all obligations, terms, conditions, representations, warranties and covenants of the Supplier under the Bidding Documents within 14 days from the date of the issue of notification of award by the purchaser, the Supplier shall furnish

Performance guarantee to the Purchaser for an amount equivalent to three per cent (03%) of the total value of the contract prior signing of this contract. Failure of the same shall leads to forfeiture of EMD and further action as per the provisions of the contract.

- 5.2. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty period from the date of acceptance of the items by the consignee(s).
- 5.3. Supplier may furnish performance guarantee in the form of an account payee Demand Draft, Bank Guarantee from a Commercial bank in an acceptable form in the format at **Section VIII (B)**, safeguarding the Purchaser's interest in all respects.
- 5.4. In the event of any amendment issued to the contract regarding extension of delivery period, the supplier shall, within 15 days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the amended contract.
- 5.5. Bid security will be refunded to the successful bidder on receipt of Performance Security.
- 5.6. The Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations subject to adjustment of all amounts/losses/damages/recoveries/ penalties payable to the Purchaser and claims of Purchaser, there from.
- 5.7. The Performance Security shall be denominated in Indian Rupees in any one of the forms namely Account Payee Demand Draft drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in **Section- VIII(B)** of this document in favour of the Purchaser.
- 5.8. Performance Security shall be forfeited and credited to the accounts of FSID, in the event of a breach of contract by the supplier, in terms of the relevant contract. Without prejudice to its other rights and remedies under any contract, law or equity (including without limitation Purchaser's right to terminate the Agreement for breach and claim for losses and damages),
- 5.9. Supplier agrees that the decision of Purchaser in respect of any forfeiture/invocation/adjustment of the Performance Security will be final and binding on the Supplier. Purchaser shall be entitled, without any limitation or interference, to forfeit/invoke/adjust the Performance Security, as set out in this Section. Upon forfeiture/invocation/adjustment of the Performance Security as aforesaid, the Supplier shall replenish the Performance Security to their original amounts within 7 days from the date of such forfeiture/invocation/ adjustment. In case of any delay or failure in replenishing the Performance Securities as set forth in the foregoing sentence, Purchaser reserves its rights to terminate the Bidding Documents without any further notice to the Supplier at the cost and liability of the Supplier.
- 5.10. Performance Security shall be invoked without notice in case of fundamental breach, including quality failure, delay, or misrepresentation.

6. Technical Specifications and Standards

- 6.1. The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications mentioned in 'Technical Specifications' under Sections-VI of this document.

7. Packing and Marking

- 7.1. The packing for the goods to be provided by the supplier should be strong and durable enough to withstand transit hazards, without limitation, the entire journey during transit including transhipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2. Unless otherwise mentioned in the Technical Specification under Section VI, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality: -
 - 7.2.1. Contract number and date
 - 7.2.2. Brief description of the goods including quantity
 - 7.2.3. Packing list reference number
 - 7.2.4. Country of origin of the goods
 - 7.2.5. Consignee's name and full address and
 - 7.2.6. Supplier's name and address

8. Inspection, Testing and Quality Control

- 8.1. The Contractor should satisfy himself that the stores/goods are in accordance with the terms of the Contract and fully conform to the required specification by carrying out a thorough pre-inspection of each lot of the stores/goods before actually delivering the same to the consignee.
- 8.2. In normal course the Stores/goods will be supplied by the contractor on the basis of Manufacturers own Pre-despatch Inspection Certificate. However, purchased goods accepted by the purchaser/consignee and/or its authorized representative during inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the Warranty Clause -14 of GCC.
- 8.3. The Purchaser and/or its nominated representative(s) may, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications incorporated in the contract. The Purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging of Purchaser and/or its nominated representative(s) will be borne by the Purchaser and/or its nominated representative(s). However, if no pre-inspection has been carried out by the purchaser, it shall have the right to inspect the same at its own premises as provided in below provisions.
- 8.4. For such inspections and tests which are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.5. If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required,

free of cost to the Purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.

8.6. If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the Purchaser under the terms & conditions of the contract.

8.7. The purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.

8.8. The purchaser reserves the right to call for Latest lab-test report from authorized/accredited lab not later than a year old from Government or Government approved lab of each item quoted conforming to specifications as mentioned in Section VI. (If not applicable in the case of bidder firm from foreign country, lab-test report not later than a year old from accredited lab of the Authorized International Agency. Their in-house lab of each item quoted conforming to specification as mentioned in section VI.

8.9. FSID reserves the right to inspect manufacturing facilities and reject goods not conforming to specifications even before dispatch.

9. Terms of Delivery

9.1. Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.

9.2. The supplier/contractor is required to complete the supplies including commissiong within the stipulated delivery period. Time shall be the essence of the Contract. However, in case contractor fails to complete the entire/ part quantity of supplies within the stipulated delivery period, the purchaser, at its discretion, may grant extension in delivery period for un supplied quantity. Such extension in delivery if granted shall be subject to the following: -

9.2.1. The supplier/Contractor shall pay, and purchaser will recover liquidated damages from the contractor as per contract or as may be indicated by the purchaser as per its prevailing policies.

9.2.2. No increase in price on account of any statutory increase in or fresh imposition of GST and freight charges/demurrage charges or on any account of any other taxes, levies or duty leviable in respect of the equipment specified in the contract, which takes place after the date of delivery period stipulated in the said contract, shall be admissible on such of the equipment as are delivered after said date.

9.2.3. Notwithstanding any stipulation in the contract for increase in price on any other ground no such increase which takes place after the delivery date stipulated in the contract shall be admissible on such of the equipment as are delivered after the said date.

9.2.4. The purchaser shall be entitled to the benefit of any decrease in price on account of deduction in statutory levies, GST and duties or on account of any other ground which takes place during the currency of the contract and/ or after the expiry of the delivery date stipulated in the contract.

10. Insurance:

- 10.1. Unless otherwise instructed, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:
 - 10.1.1. As the Agreement is a case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores/goods duly insured for an amount equal to 110% of the value of the goods from warehouse to warehouse (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
 - 10.1.2. The supplier shall ensure safe delivery of the goods at the consignee's premises in ready-to-use condition along with installation and/ or commissioning. The supplier shall ensure that transit insurance is valid until successful delivery and acceptance of the goods by the consignee.

11. Spare Parts

- 11.1. The bidder shall confirm adequate availability of spare parts, consumables, or accessories (where applicable) for the goods supplied, and shall ensure their availability to the purchaser during the warranty period and, if applicable, for a reasonable period thereafter as specified in Section V (Supply Requirements). The supplier shall provide after-sales support as per the warranty terms.

12. Incidental services:

- 12.1. Subject to the stipulation, if any, in Schedule of Requirements (Section – V) and the Technical Specification (Section – VI), the supplier shall be required to perform the following services:
 - 12.1.1. Delivery, installation, testing, commissioning and Handover of the goods at the designated consignee location(s) in good condition.
 - 12.1.2. Providing instructions or user information & training, if required, regarding handling, routine care, and safety of the goods at the time of delivery.
 - 12.1.3. Supplying user manuals, warranty cards, or product literature for the goods, as provided by the manufacturer.
 - 12.1.4. No installation, commissioning, or comprehensive maintenance contract shall be applicable unless specifically mentioned in Section V or Section VI. Warranty obligations shall apply as per contract terms.

13. Dispatch Documents for Goods:

- 13.1. The supplier shall send all the relevant dispatch documents well in time to the purchaser/consignee to enable the purchaser/consignee clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows: -
 - 13.1.1. For Domestic Goods, including goods already imported by the supplier under its own arrangement. Within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, and other concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them by e-mail/speed post (or as

instructed in the contract):

- 13.1.2. Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- 13.1.3. Consignee Receipt Certificate as per Section VIII C in original issued by the authorized representative of the consignee.
- 13.1.4. Two copies of packing list identifying contents of each package;
- 13.1.5. Inspection certificate issued by the designated inspection agency, if any
- 13.1.6. Certificate of origin if any;
- 13.1.7. Insurance Certificate as per GCC Clause.
- 13.1.8. Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

14. Warranty

- 14.1. The supplier warrants comprehensively that the goods supplied under the contract is/are new, unused and incorporate all recent/latest improvements in design and materials unless prescribed otherwise by the Purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 14.2. If the supplier, having been notified, fails to rectify/replace the defect(s) promptly, the Purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the Purchaser may have against the supplier.
- 14.3. Supplier shall carry sufficient inventories at site to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser promptly on receipt of order from the purchaser.

15. Assignment

- 15.1. The supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligation to perform the contract, except with the Purchaser's prior written permission.

16. Price

- s** 16.1. Prices to be charged by the supplier for supply of goods in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its Bid and incorporated in the contract.

17. Taxes and Duties.

- 17.1. Supplier shall be entirely responsible for all taxes, duties, levies etc. incurred until delivery of the contracted goods to the purchaser. Only statutory variations on finished product if stipulated in Contract shall be allowed to the extent of actual payment by the Supplier. Local Duties & Terminal Taxes etc.:
- 17.2. Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the Purchaser are exempted from levy of any such duty or tax and,

wherever necessary, obtain the exemption certificate from the purchaser. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage/detention charges and obtain a receipt for the same. The purchaser shall in no event be liable for any detention/demurrage charges. The supplier should forward the receipt obtained for such payment to the Purchaser to enable the Purchaser to reimburse the supplier and take other necessary action in the matter.

18. Terms and Mode of Payment

18.1. Payment Terms

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner:

18.1.1. Payment shall be made in Indian Rupees as specified in the contract in the following manner:

Hundred percent (100%) payment of the contract price, subject to recoveries/liquidated damages/shortages, if any, shall be made on receipt and inspection of goods in good condition with installation, testing & commissioning and upon submission of the following documents:

- (i) Suppliers certificate that the amount shown in the invoice are correct in terms of the contract and that all terms and conditions of the contract have been complied with.
- (ii) Four copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (iii) Acceptance Certificate, as per Section VIII (C) in original issued by the authorized representative of the consignee;
- (iv) Two copies of Packing list identifying contents of each package;
- (v) Inspection Certificate issued by the nominated inspection agency, if any.
- (vi) Insurance certificate as per GCC Clause 10 (if applicable).
- (vii) Certificate of origin

18.1.2. Payment for Imported Goods on DDP terms: Deleted- NA

The Service Provider shall attend the complaint within 24 hours failing which penal provisions under the contract shall be invoked.

18.2. The supplier shall not claim any interest on payments under the contract.

18.3. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

18.4. The payment shall be made in INR only.

18.5. While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of supplier for claiming that payment has been fulfilled as required under the contract.

18.6. While claiming reimbursement of taxes etc. From the purchaser/consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, if (the supplier) shall refund to the Purchaser/Consignee forthwith.

18.7. The supplier shall send its claim for payment in writing, when **contractually** due, along with relevant documents etc., duly signed with date, to the Purchaser.

18.8. All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS systems as per the NEFT Mandate From attached as per Section-IV (F).

19. Delay in the supplier's performance.

- 19.1. The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.
- 19.2. Subject to the provision of Force Majeure under GCC clause 24, any delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following actions:
 - 19.2.1. Imposition of Liquidated Damages,
 - 19.2.2. Forfeiture of its Performance Security and
 - 19.2.3. Termination of the Contract for default.
- 19.3. If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 19.4. When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter-alia contains the following conditions:
 - 19.4.1. The Purchaser shall recover from the supplier, under the provisions of the clause 20 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 - 19.4.2. That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of Goods and Service Tax and Works Contract Tax or on account of any other tax or duty/levy which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
 - 19.4.3. But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Goods and Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 19.5. The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

20. Liquidated damages

- 20.1. Subject to the provision of Force Majeure under GCC clause 24, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser shall,

without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached purchaser/consignee may consider termination of the contract as per 21 of GCC and initiate remedies available under law for the loss and damage caused to the purchaser.

20.2. In the event of delay in submission of proforma Invoice, the delay shall be to the account of supplier & Purchaser shall deduct Liquidated damages as per Clause 20 of General Condition of Contract. Proforma Invoice should be strictly as per the terms & conditions mentioned in Notification of Award/Tender Conditions.

20.3. Proforma Invoice submitted by supplier is found to be deficient, because of which purchaser is unable to open the letter of credit, delay shall be to the account of supplier & purchaser shall deduct liquidated damages as per clause 20 of GCC.

21. Termination for default

21.1. The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser.

21.2. In the event of Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub clause 21 above, the Purchaser/Consignee may procure goods and / or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure and costs, if any incurred by the purchaser/consignee for arranging such procurement.

21.3. Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.

22. Notice

22.1. Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by e-mail/speed post and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt

of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

22.2. The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

23. Termination for insolvency

23.1. If the supplier becomes bankrupt or otherwise insolvent, the Purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the purchaser.

24. Force Majeure

24.1. The supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

24.2. 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 which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.

24.3. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

24.4. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

24.5. In case due to a Force Majeure event the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

25. Termination for convenience

25.1. The Purchaser reserves the right to terminate the contract, in whole or in part for its (purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate inter-alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

25.2. The goods and services which are complete and ready in terms of the contract for delivery and performance at the earliest but not later than three

(03) days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices.

26. Withholding and lien in respect of sums claimed

26.1. Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Supplier/Contractor, the Purchaser shall be entitled to invoke the performance security or withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Supplier//Contractor and for the purpose aforesaid, the Purchase shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Supplier under the same contract or any other contract with the Purchaser or the Government, pending finalization or adjudication of any such claim and that The Supplier/Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

27. Resolution of disputes

27.1. Any dispute, difference or controversy of whatsoever nature, arising out of or in relation to this bid document (including its interpretation) between the Bidder and FSID, and so notified in writing by either party to the other party, shall, in the first instance, be attempted to be resolved amicably in accordance with the mediation procedure set forth in Clause b.

27.2. **Mediation:** If any claim, disputes or differences of any kind whatsoever shall arise between the Successful Bidders and FSID hereto in connection with or arising out of this bid document including interpretation of its terms, the Successful Bidders and FSID hereto shall in good faith negotiate with a view to arrive at an amicable resolution and settlement in compliance with Mediation Act, 2023. However, if the disputes are not resolved by the discussions within a period of fifteen (15) days from the date of disputes/differences, then the same shall be settled by binding arbitration.

27.3. Good-Faith Discussions

Any dispute, difference or claim arising out of or in connection with this RFP or any contract awarded pursuant to it shall, in the first instance, be resolved through good-faith negotiations between the parties.

27.4. Escalation

Either party may give written notice describing the dispute and request a meeting. The parties shall promptly meet (in person or virtually) and attempt in good faith to reach a mutually acceptable resolution within **thirty (30) days** of the notice.

27.5. Jurisdiction

If the parties are unable to resolve the dispute within that period, either party may pursue its rights and remedies **exclusively in the courts at Bengaluru, India**, which shall have sole jurisdiction.

27.6. Continued Performance

During negotiations, both parties shall continue to perform their respective obligations except as to the matters in dispute

28. Governing Law & Jurisdiction

28.1. This Agreement shall be governed by and construed in accordance with the laws of India. Courts at Bengaluru shall have exclusive jurisdiction.

SECTION - VIII (A) - (I) - CONTRACT AGREEMENT

FOUNDATION FOR SCIENCE INNOVATION AND DEVELOPMENT,

Contract No _____ Dated _____

This is in continuation to this office's Notification of Award of Contract No _____ dated _____

1. Name & address of the Supplier (holder): _____
2. Purchaser's Bidding Document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the purchaser.
3. Supplier's Bid No dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this Bid.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this:
 - (i) General Conditions of Contract;
Special conditions of the contract;
 - (ii) Schedule of Requirements;
 - (iii) Technical Specifications;
 - (iv) Bid Form furnished by the supplier;
 - (v) Price Schedule(s) furnished by the supplier in its Bid;
 - (vi) Manufacturers' Authorisation Form (if applicable for this Bid);
 - (vii) Purchaser's Notification of Award of Contract

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

(i) **Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:**

Schedule No.	Brief description of goods	Accounting unit	Unit Price	Terms of delivery

Any other additional services (if applicable) and cost thereof: _____

(ii) **Contract valid up to:**

(iii) **Prices:**

(ii) **Details of Performance Security:**

(v) **Warranty Period:**

(vi) **Payment terms:**

(Signature, name and address of the purchaser's authorised official) For and on behalf of Foundation for Science Innovation and Development

Received and accepted this Contract

[Signature with date, name and designation]
for and on behalf of Messrs _____

[Name & address of the manufacturers]

(Seal of the supplier)
Date: _____

Place: _____

SECTION - VIII (B) - BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

_____,
_____.

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no _____ dated

_____ to supply (description of goods and services) (herein after called "the contract"). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to sixty days beyond the date of expiry of period of warranty.

(Signature with date of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch

SECTION - VIII (C) - INSPECTION & ACCEPTANCE CERTIFICATE

Certified that the following store(s) has/have been received in full & good condition as per the terms & conditions of Supply Order and Contract specifications and Terms & Conditions:

1)	Contract No. & Date	:	—
2)	Name and Address of Purchaser	:	—
3)	Supply order No. and Date	:	—
4)	Supplier's Name & Address	:	—
5)	Consignee	:	—
6)	Description of the item supplied	:	—
7)	Quantity Supplied	:	—
8)	Stock Entry Reference at Consignee	:	—
Stock Register:			
9)	Delivery date- (As per supply order)	:	—
10)	Extended Delivery Date, if any	:	—
11)	Date of actual Receipt of goods by the Consignee	:	—
12)	Delay in supplies beyond original delivery date(sl.no.8-refers)	:	—
13)	Damages/Shortages/recoveries for late supplies etc., if any	:	—
13)	Remarks, if any	:	—

() () () ()

Signatures of Inspection & Acceptance Committee Members

Counter signed by Head of the

Centre Date: _____

Place: _____

(Seal)

SECTION - VIII (D) -CHECKLIST

Name of the Bidder:

Name of the Manufacturer

SI.NO.	Activity	Yes/No/NA	Page No. in the TE Document	Remarks
1.a	Have you enclosed EMD of required amount for the quoted schedules? In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section IV D?			
1.b.	Declaration regarding list of items quoted and Self-certification that the item offered meets the local content requirement for Class I/II local supplier as the case may be along with details of locations at which the local value addition is made. <i>Approximate percentage of local content may be clearly mentioned for each item.</i>			
2.a.	Have you enclosed duly filled Tender Form/ Bid Submission Form as per format in Section IV (A)?			
2.b.	Have you enclosed power of attorney/board resolution in favor of signatory?			
3.	Are you an SSI/MSE unit, if yes, have you enclosed certificate of registration issued by Directorate of Industries/NSIC/relevant authority?			
4.a	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specification?			
4.b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviation?			
5.a	Have you submitted satisfactory performance certificate/ installation Reports as per the proforma for performance statement in Section III (B) of TE document in respect of all orders?			
b.	Have you submitted copy of the order (s) and end user certificate/installation Reports?			

6.	Have you submitted manufacturer's authorization as per Section IV (E)?			
7.	Deleted			
8.	Have you kept validity of <u> </u> days from the Techno Commercial Tender Opening date as per the TE Document?			
9.a	Have you submitted self-attested PAN card and GST registration certificate?			
10.	Have you intimated the name and full address of your Banker (s) along with your account Number as per Section IV (F)			
11.	Have you fully accepted payment terms as per TE document? (Attach Self Declaration)			
12.	Have you fully accepted delivery period as per TE Document? (Attach Self Declaration)			
13.	Have you submitted the certificate of incorporation?			
14.	Have you accepted the warranty as per TE Document? (Attach Self Declaration)			
15.	Have you accepted terms and conditions of TE document and signed and stamped all the pages?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per the TE document? [As mentioned in Section III(A)]			
17.	Have you enclosed the Affidavit as per Section IV (J) of the TE Document?			
18.	Declaration as per New GFR Clause, 144 (xi) '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 a 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. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]'			

N.B

1. All pages of the Tender should be page numbered and indexed.
2. The tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left

blank. If any column is not applicable, it may fill up as NA.

3. *It is responsibility of tendered to go through the TE document to ensure furnishing all required documents in addition to above, if any.*

(Signature with date)

(Full name, designation & address of the person duly authorized sign on behalf of the tenderer)
For and on behalf of

(Name, address and stamp of the tendering firm)