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**OPEN TENDER ENQUIRY/REQUEST FOR TENDER (RFP)**  
FOR  
**PROCUREMENT OF MERCURY INTRUSION POROSIMETER AND CAPILLARY FLOW  
POROMETER FOR DEPARTMENT OF MATERIALS ENGINEERING AT IISc BENGALURU**

**Tender/ RFP No. FSID/ME/30/25-26**

## **DISCLAIMER**

This Request For Proposal/ Open tender enquiry notice is being issued by the Foundation for Science Innovation & Development ("FSID") for Procurement of Mercury Intrusion Porosimeter and Capillary Flow Porometer on such terms and conditions and technical specifications as set out in this RFP document.

It is hereby clarified that this document is neither an Agreement and is nor an offer or invitation by FSID/and/or its Representatives to any party hereunder, who are eligible to submit their bids. 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 which bidders may require. This document may not be appropriate for all persons, and it is not possible for FSID or its Representatives to consider investment objectives, financial situation and particular needs of each party who reads or uses this document. Each bidder should, therefore, 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 makes 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. The information/s provided in this document to the Bidder(s) is/are on a wide range of matters, some of which may depend upon interpretation of law. The information/s as given are not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. FSID accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. FSID and/or its Representatives make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, adequacy, correctness, reliability or completeness of the Document. FSID and/or its Representatives in their absolute discretion, but without being under any obligation to do so, may update, amend or supplement the information in this document. 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 FSID or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall remain with the Bidder and FSID shall not be liable in any manner whatsoever for the same or for any other costs & expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process. The Authority reserves the right to, but without being under any obligation to do so, amend or supplement the statements, information, assessment or assumptions contained in this bid at any time during the bidding process by way of revision, deletion, update or supplement and annulment through issuance of appropriate corrigendum/ addendum as the Authority may deem fit without assigning any reason thereof.

No objections raised by any Bidder(s) or any third party to such changes/modifications/additions/alterations as provided above, whether explicit or implicit, shall be entertained. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by the Authority. The Authority reserves its right to withdraw from the process at any stage of the process and/or modify the process or any part thereof or to vary any terms at any time or stage without assigning any reasons whatsoever. In such an event, no financial obligation of whatsoever nature shall accrue to FSID or any of its respective officers, employees, advisors or agents. This RFP document supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

The Bidders shall bear all its costs associated with or relating to the preparation and submission of Proposal pursuant to this document. FSID also accepts 'no liability' of any nature, whether resulting from negligence or otherwise howsoever caused, arising from the reliance of any Bidder upon the statements contained in this document.

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## **PART-1-BIDDING PROCEDURE**

**FOUNDATION FOR SCIENCE INNOVATION & DEVELOPMENT (FSID)  
INNOVATION CENTRE, INDIAN INSTITUTE OF SCIENCE (IISc),  
NEAR MARAMMA CIRCLE GATE  
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Website: <https://www.fsid-iisc.in/>  
E-mail: [procurement.support@fsid-iisc.in](mailto:procurement.support@fsid-iisc.in)**

**SECTION I- Notice Inviting Tender (NIT)**

**INVITATION FOR OFFLINE BIDS (IFB)**

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

<b>Sl. No.</b>	<b>Brief Description of Goods</b>	<b>Amount of Bid Security in INR.</b>
1	<b>Mercury Intrusion Porosimeter &amp; Capillary Flow Porometer</b> as mentioned in Section-V "Schedule of Requirements"	Rs. 1,75,000/-

\*The tentative estimated quantities against each item are as mentioned at Section V.

**Bidders are required to mandatorily quote for all items in Section V failing which the bid will be considered non-responsive.** An undertaking to this regard needs to be submitted along with the Technical Bid.

**SCHEDULE OF BIDDING PROCESS WITH KEY DETAILS**

Date of Publication	24.01.2026
Bid document download start Date	24.01.2026
Bid submission end date and time	16.02.2026 up to 04:00 PM
Date & Time of Pre-bid Meeting	04.02.2026 at 2:00 PM
Location of Pre-Bid Meeting	Online (MS Teams) Meeting ID: 443 780 494 371 41 Passcode: oF3jU7yp
Bid Validity Period	120 Days
Earnest Money Deposit (EMD)/ Bid Security	₹ 1,75,000/- in form of Demand Draft in favour of "FOUNDATION FOR SCIENCE INNOVATION AND DEVELOPMENT" payable at Bengaluru Hard copy of the same may be submitted to in the office of Head Commercial, Commercial Dept., Foundation for Science Innovation & Development, Innovation Centre, Indian Institute of Science, Near Maramma Circle Gate, Bengaluru – 560012 along with the technical bid envelope.
Mode of Submission	<b>Offline.</b> Hard Copy of Tender must be submitted. Technical Bid & Bid Security (Envelope A) and Commercial Bid (Envelope B) super scribing on both the envelopes with Tender No. and due date and both of these in sealed covers and put in a bigger cover which should also be sealed and duly super scribed with Tender No., Tender description & Due Date.
Opening of Technical Bid date and time	17.02.2026 at 12:00 PM
E-mail for all correspondence	<a href="mailto:procurement.support@fsid-iisc.in">procurement.support@fsid-iisc.in</a>

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

1. Bidder may download the Bidding Documents from the web site- <https://www.fsid-iisc.in/>. Bidders shall ensure that their Bids, complete in all respect are submitted offline before the closing date and time as indicated above.
2. Bids shall be submitted offline only at office of Head Commercial, Commercial Dept., Foundation for Science Innovation & Development, Innovation Centre, Indian Institute of Science, Near Maramma Circle Gate, Bengaluru – 560012. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder for submission of the bids offline.
3. Bidder who has downloaded the tender from FSID website <https://www.fsid-iisc.in/> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case, the same is found to be tampered/ modified in any manner, tender will be out-rightly rejected.
4. Intending bidders are advised to visit FSID website <https://www.fsid-iisc.in/> before submission of tender for any corrigendum / addendum/ amendment.

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

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**SECTION – II (A)**  
**INSTRUCTIONS TO BIDDERS (ITB)**

**(9) PREAMBLE**

Foundation for Science Innovation and Development (FSID) was incorporated on 8<sup>th</sup> August 2020 as a Section 8 Company under the Companies Act, 2013. FSID is promoted by Indian Institute of Science and was incorporated to further this original mission. It has now grown to become a single window of access for all stakeholders to the deep science and deep tech knowledge within IISc. It provides a 360 degree set of offerings that facilitates the delivery of its objectives.

The mentioned requirement of **Mercury Intrusion Porosimeter** and **Capillary Flow Porometer** is proposed for Department of Materials Engineering. FSID requires bidder(s) to ensure Supply, Installation, Testing & Commissioning of **Mercury Intrusion Porosimeter** and **Capillary Flow Porometer**. Delivery shall be made to the Department of Materials Engineering, IISc, Bengaluru – 560012. A detailed list of delivery locations will be provided to the selected bidder(s) at the time of contract award or during execution, as required.

The successful Bidder(s) shall be required to supply **Mercury Intrusion Porosimeter** and **Capillary Flow Porometer** to the consignee address.

**1. Definitions and Abbreviations**

- i. The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:
  - ii. Definitions:
    - a. "Agency", "Firm", "Company", "Service Provider" means any registered entity or person or associations of person who submits his/her/their proposal/s for providing the services as laid down in the present document.
    - b. "Purchaser" means the organization purchasing goods and services as incorporated in the Tender Enquiry documents i.e., Foundation for Science Innovation & Development (FSID).
    - c. "Tender" means bids/quotations/Tender received from a Firm/ Bidder.
    - d. "Bid" (including the term tender, offer, quotation, or proposal in certain context) means an offer to provide services in accordance with the terms & conditions set out in the present document. It means a bid submitted in response to the present document.
    - e. "Bidder" means bidder/the individual/company or firm submitting bids/Quotations/Tender.
    - f. "Contract/Agreement" means the written agreement entered between the parties i.e., Bidder/Service Provider and the Purchaser, together with all the documents mentioned therein and including of attachments, annexures, etc.
    - g. "Supplier" means the individuals/company or the firm supplying the goods and services as incorporated in the contract.
    - h. "Goods" means the performance of Mercury Intrusion Porosimeter and Capillary flow porometer in term so of porosity estimation and pore volume distribution, which the supplier is required to supply to the purchaser under the contract.
    - i. "Services" means services allied and incidental to the supply of goods, such as transportation, installation, testing & Commissioning and warranty and other such obligations of the supplier covered under the contract.
    - j. "Earnest Money Deposit" (EMD) means Bid Security/monetary or financial guarantee to be furnished by a bidder along with its tender.
    - k. "Contract" means the written agreement entered between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
- I. "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 interest free Security Deposit.
- m. "Effective Date" means the date on which the Service Agreement is executed by both Parties or any other date as may be mutually agreed in writing for the commencement of Services.
- n. "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.
- o. "Intellectual Property Rights (IPR)" means all rights related to patents, trademarks, copyrights, trade secrets, and any other form of intellectual property created or used in connection with the services under this contract.

p. "Licenses & Permits" means all statutory approvals required from local, state, or national authorities, including police permissions, fire safety clearances, municipal permits, Intellectual Property Rights, venue-related compliances, copyrights compliances, etc.

q. "Liquidated Damages (LD)" means the predetermined compensation payable by the agency to FSID in case of failure to meet contractual obligations, including delays in service delivery.

r. "Material Breach" refers to a substantial failure to perform a contractual obligation that defeats the purpose of the agreement or causes significant harm to the other party.

s. "Material Adverse Effect" with respect to a party means a material adverse change in or effect on the business, operations, financial condition, properties or liabilities of the party taken as a whole; provided, however, that a Material Adverse Effect shall not be deemed to include (i) changes as a result of the announcement of this transaction, (ii) events or conditions arising from changes in general business or economic conditions or (iii) changes in generally accepted accounting principles.

t. "Notification of Award" or "NOA" means the letter issued by FSID to the Successful Bidder to undertake and execute the project in conformity with the terms and conditions set forth in the document and any subsequent amendments thereof.

u. "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.

v. "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.

w. "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.

x. "Conflict of Interest" means any situation where a Bidder has, or could potentially have, a direct or indirect interest that conflicts with the fair and transparent execution of the scope of work under this document.

y. "Day" means calendar day.

iii. Abbreviation: -

- a. "TE Document" means Tender Enquiry Document
- b. "NIT" means Notice Inviting Tenders
- c. "ITB" means Instruction to Bidders/Tenders
- d. "GCC" means General Conditions of Contract
- e. "SCC" means Special Conditions of Contract
- f. "NSIC" means National Small Industries Corporation
- g. "DP" means Delivery Period
- h. "BG" means Bank Guarantee
- i. "GST" means Goods & Services Tax
- j. "RR" Railway Receipt
- k. "FOR" means Free on Rail
- l. "RT" means Re-Tender
- m. "DDP" means Delivery Duty Paid named place of destination (Consignee site)

## **2. Introduction**

9) This bid document is for procurement of items as mentioned in Section –V "Schedule of Requirements."

b) 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.

c) 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**

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.

## **9. Eligible Goods and related services**

All goods and associated services to be supplied under this contract must originate either from India or from a country with which India maintains active trade relations. The term "origin" refers to the country where the goods

are mined, cultivated, produced, or manufactured, or from where the associated services are sourced and provided. Goods or services originating from countries against which India has imposed trade restrictions or bans shall not be considered eligible.

Only Class I/ Class II Local Supplier meeting the required minimum local content will be eligible to bid in this IFB.(As per 3 (a) & 5 of [DPIIT order dated 16.09.2020](#)) Class I/ Class II Local Supplier means a supplier or service provider whose goods, services or works offered for procurement has local content equal to or more than the minimum local content as defined by the Nodal ministry.

## **9. Tendering Expenses**

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 of 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

## **9. Local Conditions**

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**

a) Pre-Bid Meeting shall be convened for this tender. Details of Pre Bid Meeting is given below: -  
27.02.2026 at 2 PM Online Mode (MS Teams): - Meeting ID: 443 780 494 371 41, Passcode: oF3jU7yp  
Bidders are advised to carefully refer to the tender documents for all terms, conditions, and clarifications.

## **I BIDDING DOCUMENTS**

## **8. Content of Bidding Documents**

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 Offline Submission of Bids.
Section III	Qualification Criteria & Performance Statement
Section IV	Bidding Forms
Section V	Schedule of Requirements
Section VI	Technical Specifications
Section VII	General Conditions of Contract
Section VIII	Contract Forms

## **9. Amendment(s) to Bid Documents**

- i) 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.
- ii) Such an amendment to the bid document shall be uploaded on FSID website: <https://www.fsid-iisc.in/> only.
- iii) Prospective bidders are advised in their own interest to regularly visit website of Foundation for Science Innovation & Development (FSID) for any amendment or information etc. before submitting their bids.
- iv) In order to provide 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**

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. No amendment/modification/withdrawal shall be permitted after the prescribed expiry date and time of receipt of bids i.e., during the Bid validity period that commences immediately upon the expiry of Bid Due date and time. The bidder shall be liable for severe actions and consequences including debarment/blacklisting, if Bid is withdrawn/amended during the bid validity period and no plea shall be entertained in this regard.

## **11. Clarification of Bid Documents**

- i) 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.
- ii) 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**

The bidders are to furnish their bids as per the prescribed format at **Section IV** and as per the instructions/checklist incorporated in the bid document.

## **13. Due Diligence by the Bidders**

- i. 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. 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.
- ii. 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 RFP and the award of the work or otherwise arising in any way from the selection process.

### **(d) PREPARATION OF BIDS**

## **14. Documents comprising the bid**

The bid prepared by the Bidder shall comprise the components detailed in Clause 15 & 16 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).

## **15. Technical Bid:**

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

- 9) **Bid Security:** The bidder shall furnish Bid Security for an amount as shown in the bid document. Non-submission of Bid Security will be considered as major deviation and bid will not be considered. The bidders shall not be eligible for exemption from EMD.
- b) Authorization Certificate issued by Original Manufacturer in favour of the bidder, if the bidder is not the Manufacturer of the goods to be supplied. (either of the two can participate in the Bidding Process)
- c) Self-attested ID proof, address proof, Pan Card and a recent passport size coloured photograph of authorized representative.
- d) Bidder/Agent who quotes for items manufactured by Original Manufacturer, shall furnish scanned copy of Manufacturer's Authorization Form as per **Section VI**.
- e) Certificate of Incorporation/ Registration Certificate of the firm / Company/Agency.

- f) Registration Certificate of Partnership Company, duly registered copy of partnership deal/MoA(Memorandum of Association) of the company.
- g) Board Resolution/Power of Attorney in favour of person signing the bid.
- h) Documents mentioned in the qualification criteria as per Section III (A).
- i) Performance Statement as mentioned in Performa in Section III-B along with relevant copies of orders and end users' satisfaction certificate to establish relevant clauses in qualification criteria as per Section III (A).
- j) National Electronic Fund Transfer (NEFT Form) as per Section IV- (F) for payment in Indian Rupee.
- k) Certificate of Chartered Accountant showing annual turnover for the last three financial years ending 31<sup>st</sup> March 2025. Copies of Balance Sheet, Profit and Loss Account statement etc.
- l) Income Tax returns filed for the last three financial years ending 31<sup>st</sup> March 2025.
- m) Goods & Services Tax Registration Certificate.
- n) Valid PAN.
- o) Copy of the Technical Specifications, Make, Model or Catalogue/leaflet of the product proposed to be supplied with complete specifications.
- p) Detailed specifications along with make and model of the goods which the bidder proposes to supply. 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.
- q) An undertaking that the bidder should not stand debarred/ blacklisted by Central/ State Governments/ PSUs as on the date of submission of the Bid. If any of the bidder was debarred, the same along with date & period of debarment with a copy of such order should be disclosed in the undertaking as per format given in Section IV(I). 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.
- r) Bidder shall furnish details of its quality control system and organization certifying that they have the capacity to ensure adequate quality control at all stage of the manufacturing process. If the bidder is not the manufacturer, the said information is to be obtained from the Original Manufacturer.
- s) As per 9 (a) of the DPIIT order dated 16.09.2020, the Class I/ Class II local suppliers are required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class I/ Class II local supplier. They shall also give details of locations at which the local value addition is made. Local Content shall be computed on the basis of the cost of domestic components in goods as compared to the total cost of the product. Total cost of the product shall constitute the cost of production of goods, covering direct component (material) cost, direct manpower cost, factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.
- t) Any other document required to establish eligibility/compliance as per conditions stipulated in Section III (A)

**Note:-**

- 9) **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/black- listing for purpose of procurement of any item(s), in addition to attracting penal provisions of the agreement.**
- 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. In case a technical bid includes financial information such bids shall be summarily rejected.**

**16. Financial Bid:**

This should be submitted offline in the prescribed format as per **BOQ in the bid document**.

- 9) Financial proposal should contain the 'Price Schedule' as prescribed in the document. All prices should be in India Rupees.
- ii) All the bidders are required to quote prices on DDP (Delivered Duty Paid) to destination at consignee's site.
- iii) The price for the goods / 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 are liable to be rejected. Government levies, duty, taxes on the complete goods/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 goods/ equipment provided the goods/equipment are delivered as per contracted delivery schedule.

iv) The bidders should quote their lowest possible prices.

v) The terms DDP shall mean as defined in delivery schedule.

vi) The price quoted for the goods/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.

vii) 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.

viii) The bidder shall be paid as per the actual quantity approved by the purchasing entity post meeting the technical specifications.

ix) The authorized signatory of the bidder must sign the bid, duly stamped at appropriate places with initials 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.

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

xi) 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 submit the "Technical Bid" and 'Financial Bid' in hard copy as per directions at Section I of this Bid Document.

## **17. Award of Contract (Allocation of Quantity)**

i) Based on total price quoted by the bidders, FSID shall arrange the bids in the ascending order i.e. L1, L2, L3,

— \_Ln (L1 being the lowest quote).

ii) If the successful bidder(s), to whom Letter of Intent/Purchase Order has been issued does not fulfil any of the conditions specified in bid document or demonstrating unsatisfactory progress/work, FSID reserves the right to annul/cancel the award of work to such successful bidder.

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## **18. Bid currency**

i) The Bidder shall quote the price as per the Price Schedule given in Section -IVI in Indian Rupees only.

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

## **19. Bid Price**

i) The Bidder shall indicate on the Price Schedule provided under Section IV I 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.

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

iii) Duties and Taxes:

a) 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.

b) 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.

c) 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.

**d) Customs Duty:** Not payable/Non-reimbursable by FSID.

e) 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.

## **20. Firm Price**

The prices quoted by the bidder shall remain firm and fixed during the currency of the contract. As regards, taxes and duties, if any chargeable on the items, clause, 18 of this Section will be applicable.

## **21. Alternative Bids are not allowed.**

Submission of alternative bids is strictly prohibited. Bidders must submit only one bid that fully complies with the requirements and specifications outlined in this document. Any bid containing alternatives or deviations from the prescribed terms shall be deemed non-responsive and will be rejected.

## **22. Documents establishing bidder's eligibility and qualifications**

- i) Pursuant to ITB clauses 14, the bidder shall furnish along with its bid, relevant details and documents establishing eligibility to perform the contract.
- ii) The documentary evidence needed to establish the bidder's qualifications:
- iii) 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.

## **23. Documents establishing good's Conformity to TE Documents.**

- i) The bidders shall provide in its tender the required as well as the relevant documents like technical data, literature, 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.
- ii) 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.
- iii) 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.

## **24. Bid Security/Earnest Money Deposit (EMD)**

23.1 The bidder shall furnish Bid Security for an amount as shown in the bid document. The Bid Security is required to protect the Purchaser 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 There shall be no EMD exemption.

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

- a) Account Payee Demand Draft  
(Bidder has to submit original hard copy along with Bid as mentioned at Section I).

23.4 The Demand Draft shall be drawn on any Commercial Bank in India, in favour of the "Foundation for Science Innovation & 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.

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 Intent/ Notification of Award (NoA), its Bid Security/EMD will be forfeited.

23.9 "Bid securities of the unsuccessful bidders shall be returned at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. However, in case of two packet or two stage bidding, Bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc should be returned within 30 days of declaration of results of first stage evaluation etc.".

23.10 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.

## **25. Bid Validity**

- i) 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.
- ii) 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 unconditionally extend the bid validity period. However, they will not be permitted to modify their original bids during the extended bid validity period.
- iii) 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.

## **26. Purchaser's right to accept any bid and to reject any or all bids.**

The Purchaser 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.

## **27. Signing of bids**

- i) The bidders shall submit their bids as per the instruction contained in ITB.
- ii) 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.
- iii) 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, if any, shall be initialed 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 initialed by the person(s) signing the tender.

## **I SUBMISSION OF BIDS**

## **28. Submission of bids**

- i) Bids should be submitted offline as per the instructions given for offline submission under Section II (B).
- ii) Bids must be received by the Purchaser not later than the date and time prescribed in the bid document.
- iii) 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.
- iv) Submission of more than one bid by the same bidder shall entail him for disqualification from participating in the bid process.

- v) Bidders must carefully read and understand all terms and conditions before submitting a bid. Submission of a bid shall be deemed as acceptance of all terms and conditions mentioned in the bid document.
- vi) Incomplete or non-compliant bids may be summarily rejected. Bids containing false information or fraudulent documents will be disqualified.
- vii) The tendering authority reserves the right to accept or reject any or all bids without assigning any reason

#### **(f) Bid Opening**

### **29. Opening of bids**

- i) The Purchaser will open the bids at the specified date, time and place as indicated in the ITB in Section- I.
- ii) 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.
- iii) 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).
- iv) Two – bid system as mentioned above will be as follows: -  
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 acceptable bids / offers (as decided in the first stage) shall be opened for further scrutiny and evaluation 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 BID**

### **30. Basic Principle**

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.

### **31. Scrutiny of Bids**

- i) The Purchaser will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the Bids are generally in order.
- ii) Purchaser will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.
- iii) Prior to the evaluation of Price Bids, the Purchaser will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents including Technical Specifications without material deviations. However, the Purchaser may waive minor deviation and /or minor irregularity and/or minor nonconformity in the Bid,
- iv) If a Bid is not substantially responsive, it will be rejected by the Purchaser.
- V) The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;
  - a) Non-Submission of documents as per Clause ITB 14(xv) along with the bid. Documents generated before the date of floating of bid and after the bid submission date will not be considered for evaluation.
  - b) Documents in Compliance to Qualification Criteria not enclosed.
  - c) Tender is unsigned.
  - d) Tender validity is shorter than the required period.
  - e) Bidder has quoted for goods manufactured by other manufacturer(s). without the required Manufacturer's Authorization letter.
  - f) Bidder has not agreed to give the required performance security.
  - g) Goods offered are not meeting the tender enquiry specification. In case, the configurations/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.

- h) 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 etc.
- i) Poor/ unsatisfactory past performance.
- j) Bidder has not quoted for the entire quantity and all items as specified in the List of Requirements in the quoted schedule.
- k) Bidder has not complied with the requirement of Clauses of ITB.
- l) Any deviation and/or breach of conditions as specified in the Tender Document.
- m) Bid by Foreign Companies. (Only Indian companies are allowed to BID) or Non-Submission of required declaration regarding Class I/ Class II Local Supplier and Declaration as per New GFR Clause, 144 (ix ).

### **32. Minor infirmity/irregularity/Non-conformity**

If during the preliminary examination, the purchaser finds any minor infirmity and/ or irregularity and/ or non-conformity in a tender, the purchaser may reject or may convey its observation on such 'minor' issues to the bidder by registered / speed post/email etc. asking the bidder to respond 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 rejected/ignored.

### **33. Discrepancies in Prices**

- i) 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.
- ii) 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
- iii) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- iv) 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/ e-mail. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored.

### **34. Qualification Criteria**

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.

### **35. Comparison of Bids and Award Criteria.**

- i) The comparison of the techno commercially responsive Bids for ranking purpose shall be carried out on Free Delivery at Consignee Site basis inclusive of applicable taxes, duties, incidental services.
- ii) The Contract shall be awarded to the responsive Bidder(s) who is overall lowest after considering the price quoted for all the items in the tender (with quantity as per clause 17 – Method of Selection as mentioned in PART-2 – Supply Requirements) and who meets the laid down Qualification Criteria in the Bid documents.
- iii) FSID reserves the right to inspect the equipment. In Case FSID desires inspect, the successful bidder(s) are required to submit details for all items at No cost basis before issue of contract within 10 days from the receipt of such communication from FSID.

If the equipment are not found to be in order as per the specifications as enumerated under the contract, the matter will be dealt as per clause 7 of Section VII – General conditions of Contract.

### **36. Contacting the Purchaser**

- i) 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.
- ii) 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.

## (h) AWARD OF CONTRACT

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

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 bidder or bidders.

### 38. Notification of Award

- i) Before expiry of the Bid validity period, the purchaser will notify the successful Bidder(s) in writing, by Speed Post/E-mail that its Bid for goods, which have been selected by the purchaser, has been accepted for award of Contract.
- ii) Before expiry of the validity of contract, the Purchaser will notify the successful bidder in writing, by E- mail / speed post 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 (fourteen)days from the date of dispatch of this notification, failing which the award will be cancelled and the Bidder shall be liable for actions and consequences as determined by the purchaser. Relevant details about the Performance Security have been provided under GCC Clause 6 under Section VII.
- iii) The Letter of Award (LoA)/ Purchase Order (PO) will state the sum that the Purchaser will pay to the successful bidder in consideration of the items to be supplied by the Bidder.

### 39. Issue of Contract

- i) Promptly after notification of award, the Purchaser will mail the Contract Agreement as per **Section VIII (A)**, duly completed and signed, in duplicate, to the successful bidder by E-mail / speed post.
- ii) The successful bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser by registered/speed post within 14 (fourteen) days from the date of issue of the contract along with the Performance Security. Failure to comply with the provisions of this clause, will entitle the Purchaser to initiate actions in terms of policies of the Purchaser

### 40. Annulment of Award

Failure of the successful bidder to comply with the requirement of signing an agreement with the Purchaser and furnishing Performance Security as per clause 6 of **Section VII** shall constitute sufficient ground for annulment of the award besides other remedies as may be available to the purchaser in terms of law and prevailing policies of the Purchaser.

### 41. Termination of Contract

FSID reserves the right to terminate the contract at its sole discretion, without assigning any reason. In such an event, FSID shall provide the selected bidder with a written notice of termination at least thirty (30) days in advance.

### 42. Disqualification.

Purchaser reserves the right to disqualify the bidder for a suitable period who is in breach of any terms and conditions of tender documents and /or 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.

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

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 disqualification and further actions by the Purchaser against it as per the clause 18 of GCC – Termination of default in Section-VII and other administrative actions as deemed fit by the purchaser

#### **44. Corrupt or fraudulent practices**

- i) 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:-
  - a) 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;
  - b) Will declare the Bidder ineligible or debar for a stated period of time, to be awarded a contract by the Purchaser if it at any time determines that the Bidder
  - c) has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or in executing the contract
  - d) 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, Performance Security 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.
  - e) For the purpose of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:
    - i. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of FSID who is or has been associated in any manner, directly or indirectly with the selection process or the LoA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of FSID, shall be deemed to constitute influencing the actions of a person connected with the selection process); or engaging in any manner whatsoever, whether during the selection process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the LoA, who at any time has been or is a legal, financial or technical adviser of FSID in relation to any matter concerning the bid;
    - ii. "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the selection process;
    - iii. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the selection process;
    - iv. "undesirable practice" means establishing contact with any person connected with or employed or engaged by FSID with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or having a conflict of interest; and;
    - v. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.
- b. FSID 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 & suppression of material facts shall be initiated.
- c. Without prejudice to the rights of the Authority under Dispute Resolution Clause hereinabove and the rights and remedies which FSID may have under this contract, or otherwise, if a Bidder is found by FSID to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA/ PO or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by FSID during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice,

undesirable practice or restrictive practices, as the case may be, FSID have shall absolute right to reject the bid, terminate the contract and initiate the legal or/and administrative process which shall be deemed fit and proper at the appropriate stage and time against the said bidder.

#### **i. Conflict of Interest among bidders/agents**

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;

- 9) They have controlling partner (s) in common; or
- ii) They receive or have received any direct or indirect subsidy/financial stake from any of them; or
- iii) They have the same legal representative/agent for purposes of this bid; or
- iv) 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
- v) 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.
- vi) On behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer may authorize multiple agent/dealer.
- vii) 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;
- viii) 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.

## **SECTION II(B)-INSTRUCTIONS FOR OFFLINE BID SUBMISSION**

The bidders are required to submit hard copies of their bids.

### **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 as mentioned at various earlier Sections of Bid Document. 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.

### **B. SUBMISSION OF BIDS**

- i) Bidder should submit the bid well in advance for bid submission so that they can reach 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 along with the bid latest by the last date of bid submission or as specified in the tender documents.

### **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.

### **SECTION III (A)-QUALIFICATION CRITERIA**

**a. The bidder must satisfy the following eligibility criteria**

<b>Sl. No.</b>	<b>Criteria</b>	<b>Documentary Evidence Required</b>
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.	EMD/ Bid Security	EMD/ Bid Security of Rs. 1,75,000/-
3.	Bidder must have minimum average annual turnover of INR 44 Lakh in the last 3 audited Financial Years ending March 2025.	<p>Statutory Auditors/ Charted accountant certificate and Balance Sheet &amp; Profit and Loss Account for the last three financial years.</p> <p>Statutory Auditor's Certificate is mandatory. Providing Balance Sheet or Financial Statements is not sufficient for this requirement.</p> <p>GSTIN Returns Certificate of Last 3 FY must be submitted.</p> <p>Note: In case audited account statements are not available for 2024-25 then the turnover for financial years 2021-22, 2022-23 &amp; 2023-24 shall be considered for evaluation.</p>
4.	The bidder must have completed satisfactorily supply Mercury Intrusion Porosimeter and Capillary Flow porometer to any Govt./ PSU/ Autonomous Body/ Local/ Reputed Organization, of not less than INR 30.80 Lakh in a single purchase order (or) INR 17.60 Lakh in a two purchases order (or) INR 13.20 Lakh in a three purchases order in at least one of the last five years as on bid submission end date.	The requisite supply order along with satisfactory completion certificates/ payment proofs issued by relevant authority for complete payment against the respective supply orders shall be submitted.
5.	Bidder should not stand declared blacklisted/ debarred 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. Even if the matter against the blacklisting/ debarment is under litigation and outcome of the litigation is not final, such bidder shall not be eligible.	Enclose declaration in the format given in Section IV (I)
6.	The net worth of the Bidder firm should not be negative on March 2025.	<ul style="list-style-type: none"> <li>• Statutory Auditors/ Charted accountant certifying positive net worth in the last three years, ending on March 2025.</li> <li>• Balance Sheet and Profit and Loss Account for the last three financial years.</li> </ul> <p>Note: In case audited account statements are not available for 2024-25 then the turnover for financial years 2021-22, 2022-23 &amp; 2023-24 shall be considered for evaluation.</p>

7.	The OEM should be manufacturing Mercury Intrusion Porosimeter and Capillary Flow Porometer at least for the last 03 years as on the bid submission end date. In case the bidder is an agent/distributor, the necessary documents pertaining to the experience of the OEM have to be submitted.	Relevant Documents to be enclosed.
8.	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 <b>Mercury Intrusion Porosimeter and Capillary Flow Porometer</b> for past three (03) Years ending on the bid submission date	The requisite supply order (s)along with satisfactory completion certificates/ payment proofs issued by relevant authority shall be submitted.
9.	Integrity Pact	Two copies of Integrity Pact in original to be submitted as per Section-IV (K) on non-judicial stamp paper of Rs 100 both in physical form in the O/o of Commercial, FSID and also part of technical document
10	The Bidder must be a Manufacturer or its authorized distributors/agent and should be Local Supplier Class I/ II	<ul style="list-style-type: none"> <li>• Certificate regarding local content should be submitted from the Statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. As per Section IV (L)</li> <li>• Distributors/Agent who quotes for items manufactured by Original Manufacturer, should furnish scanned copy of Manufacturer's Authorization Form as per Section IVI.</li> </ul>
11	DECLARATION As per GFR Clause 144 (xi)	DECLARATION 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 and subsequent amendment thereto will be applicable. As per Section IV (J)

#### Note for Bidders:

- 9) **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 (A) 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) It shall be the responsibility of the successful bidder to ensure that the equipment are supplied strictly as per the technical specifications mentioned in this tender at Section VI

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

(For the period of last three years)

Bid Reference Number:

Date of Opening:

Name &amp; Address of the Bidder:

Order placed by (full address of Purchaser)	Order number and date	Order placed on	Description and quantity of ordered goods and services	Value of order	Date of completion of Contract		Remarks tilized ng reasons for delay if any	Are the goods supplied working tilized d y ly ?
					As per contra ct	Actual		
1	2	3	4	5	6	7	8	9

(Signature and seal of the bidder)

Note:

Purchaser reserved the right to ask the manufacturer as well as the bidder to furnish copies of orders and satisfactory consignee certificate (s) in respect of above

SECTION IV (A) – BID SUBMISSION FORM

Date: -

To

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

Ref: - Your Bidding Document No. .... Dated. ....

Sir/ Madam,

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 ..... (Description of Goods and Services) 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.

1. 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 06 of Section-VII for due performance of the Contract.
2. 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.
3. 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.
4. We fully agree to the right of FSID to disqualify/ levy penalty and/or take any legal/administrative action as may be deemed fit by the Purchaser. The decision of Purchaser shall be final in this regard.
5. We fully agree to abide by all terms and conditions of General Conditions of Contract/Special Condition of Contract as per Section-VII.
6. We further understand that you are not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.
7. We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.
8. 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) – FORM FOR POWER OF ATTORNEY/BOARD RESOLUTION**

Know all men by these presents, we,/Resolved vide board resolution dated \_\_\_\_\_ ( name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and ilitized 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/Authorised Signatory") to do in our name and on our behalf/behalf of the company, 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 & Development( hereinafter ilitize 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/Board Resolution 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 IVI-PRICE SCHEDULE FORM**

S.No	Description	Cat. Number (if any)	Quantity	Unit Price	Total
1	Supply, Installation, Testing & Commissioning of Mercury Intrusion Porosimeter as per Technical specification and terms and conditions of this Bid document		1 no		
2	Supply, Installation, Testing & Commissioning of Capillary Flow Porometer as per Technical specification and terms and conditions of this Bid document		1 no		
	Total				
	Add GST				
	Grand Total				

Provide Separate Price Schedule under same Financial Cover for AMC

The bidders are requested to keep in mind the following benefits offered by FSID while quoting the price:

1. Please quote total cost in figures and words (inclusive of all applicable levies, Taxes, Duties, Transportation, Packing and all other incidentals).
2. Any levies and taxes like Packing, Forwarding, Freight, Insurance charges, GST etc. are mandatorily to be included in the total cost.
3. Any alteration/cutting/over-writing in the rates should be attested by the authority signing the bid. Bids received with alteration/ cutting/over-writing without attestation will not be considered.
4. 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.
5. 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.
6. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
7. 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.

**8.** If individual price of all the items is not given item wise, then the tender will not be considered and liable to be rejected.

**9.** As the basis of bidding is unit rate, it will be assumed that in absence of any other information, rate quoted is for per unit.

**10.** The bidder shall be selected in accordance with the provisions stipulated under Clause No. 17 of the tender document. In case of Tie i.e., the price quoted by two or more bidders are the same and the same being L-1, then the bid from the bidder with maximum average annual turnover during the last three financial years ending 31<sup>st</sup> March 2025 will be rated as the L1.

Note: In case audited account statements are not available for 2024-25 then the turnover for financial years 2021-22, 2022- 23 & 2023-24 shall be considered for evaluation.

**SECTION IV(D)**  
**BANK GUARANTEE FORM FOR BID SECURITY**

Whereas \_\_\_\_\_ (hereinafter called the "Bidder") has submitted its quotation dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called the "Bid") against the purchaser's Bid Reference No. \_\_\_\_\_ Know all persons by these presents that we \_\_\_\_\_ of \_\_\_\_\_ (Hereinafter called the "Bank") having our registered office at \_\_\_\_\_ are bound unto Foundation for Science Innovation & Development, Bengaluru (hereinafter called the "Purchaser") in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_. The conditions of this obligation are:

(9) If the Bidder withdraws or amends, breaches the terms and conditions of the tender document, impairs or derogates from the Bid in any respect within the period of validity of this Bid.

(2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity:-

- a) Fails or refuses to furnish the performance security for the due Performance of the contract.  
Or
- b) Fails or refuses to accept/execute the Contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of Bid validity of \_\_\_\_\_ days i.e., for \_\_\_\_\_ days (\_\_\_\_\_ days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

(Signature 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 VI**  
**MANUFACTURER'S AUTHORISATION FORM**

To  
The Head Commercial,  
Foundation for Science Innovation & Development,  
Innovation Centre, Indian Institute of Science (IISc),  
Bengaluru – 560012

Dear Sir/Madam,  
Ref: Your Bidding Reference No. .... dated.....

We, ..... who are proven and reputable manufacturers of M/s (Name of the Manufacturer) of .....  
(name and description of the goods offered in the bid) having factories/ Offices at ....., hereby authorize M/s  
..... (name and address of supplier/ agent) to submit a bid, process the same further and enter in to a c  
ontract with you against your requirement as contained in the above referred bidding documents for supply of the goo  
ds manufactured by us during the currency of the contract.

We also hereby extend our full warranty ..... Year from the date of acceptance of goods by consignee, supplie  
d against this contract.

Yours faithfully,

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

[Name & address of the manufacturers]

**Note:** This letter of authorization should be on the letter head of the manufacturing firm and should be  
signed by a person competent to utilize bind the manufacturer.

**SECTION IV(F)**  
**NEFT MANDATE FORM**

From: M/s.

Date

To

**Sub: NEFT PAYMENTS**

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

**NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM**

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

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

[Name & address of the manufacturers]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

**SECTION IV(G)**  
**DISCLOSURE OF CONFLICT OF INTEREST**

It is hereby disclosed that I/ we do not have any conflict of interest with other bidders in terms of conditions stipulated in clause No. 46 of Section II- A of Tender Document. If this disclosure is found wrong later on, we are liable for action as per terms of the agreement.

(Authorized Signatory)  
Stamp

**SECTION IV(H)**  
**DISCLOSURE OF CODE OF INTEGRITY**

It is hereby disclosed that I/we \_\_\_\_\_ shall not act in contravention of the codes as under: -

**1. Prohibition of: -**

- a) Making offer either directly or indirectly in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b) Any omission, or misrepresentation that may mislead or attempt to mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
- c) Any collusion bid rigging or anti-competitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
- D) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
- f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g) Obstruction of any investigation or auditing of a procurement process.
- h) Making false declaration or providing false information for participation in a tender process or to secure a contract.

**2.** It is also disclosed that no previous transgressions have been made in respect of the provisions of Sub Clause (9) of Rule 175 of GFR with any entity in any country during the last three year or of being debarred by any other procuring entity.

(Authorized Signatory)  
Stamp

**SECTION IV(I)  
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, forfeiture of bid security/performance security, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law etc. I/ We confirm that we do not stand deregistered/debarred/banned/blacklisted by any Govt. Authorities and we are not under litigation regarding backlisting/debarment with 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 THEBIDDER

## SECTION IV (J)

### 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:

- 9) 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 (K) –INTEGRITY PACT**

### **(Format of Integrity Pact) PRE-CONTRACT INTEGRITY PACT**

This pre-bid /pre contract Agreement (hereinafter called Integrity Pact) is made on .....day of the month of ..... 20.. between, on one hand, Foundation for Science Innovation & Development, hereinafter referred to as "The Buyer" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the First Part.

And

M/s \_\_\_\_\_, a company/ firm/ individual (status of the company), PSU/Partnership/Joint Venture and having its registered office at ..... Represented by Shri \_\_\_\_\_, hereinafter referred to as "The Bidder/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the Second Part.

WHEREAS the Buyer proposes to procure \_\_\_\_\_ (Name of the work/ goods/ services) and the Bidder/Seller is willing to offer against NIT No \_\_\_\_\_, aforesaid proposal of the buyer.

WHEREAS the Bidder is a private company / public company/ Government undertaking/ partnership/ consortium/ joint venture company/ Firm/ Individual (status of the Company), constituted in accordance with the relevant law in the matter and the Buyer is an autonomous body under Ministry of Youth Affairs and Sports.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the Buyer to obtain the desired said (goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the Bidder(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the buyer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here by agree to enter into this Integrity Pact & agree as follows:

#### **1.0 Commitments of the buyer**

- 1.1 The Buyer undertakes that no official of the buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all the Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
- 1.3 All the officials of the buyer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

**2.0** In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the buyer with full and verifiable facts and the same is *prima facie* found to be correct by the buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the buyer the proceedings under the contract would not be stalled.

### **3.0 Commitments of the Bidder(s)**

The Bidder(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1 The Bidder(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation/completion of the contract.
- 3.2 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3 The Bidder(s) shall disclose the name and address of agents and representatives, and Indian Bidder(s) shall disclose their foreign principals or associates.
- 3.4 The Bidder(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/tilized d government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

- 3.9 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The Bidder(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the buyer has financial interest/stake in the Bidder(s)s firm, the same shall be disclosed by the Bidder at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The Bidder(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer.

#### **4.0 Previous Transgression**

- 4.1 The Bidder(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.
- 9.0 The bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract , if already awarded, can be terminated for such reason.

#### **5.0 Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the bidder shall deposit an amount ..... (to be specified in RFP) as Earnest Money/Security Deposit, with the Buyer through any of the following instruments:
  - 9. Bank Draft or Pay Order in Favour of.....
  - ii. Any other mode or through any other instrument (to be specified in the RFP)
- 5.2 The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **6.0 Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf shall entitle the buyer to take all or any one of the following actions, wherever required:

9. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the buyer and the buyer shall not be required to assign any reason thereof.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the Bidder from participating in future bidding processes for a minimum period of five years, which may be further extended at the discretion of the Buyer.
- viii. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the buyer with the Bidder, the same shall not be opened/operated.
- x. Forfeiture of Performance Security in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The buyer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the buyer to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Appellate Authority appointed for the purposes of this Pact.

## **7.0 Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Buyer or its agencies shall be entitled to examine all the documents including the Books of Accounts

of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### **9.0 Law and Place of Jurisdiction:**

This Pact is subject to Indian Law. The place of performance and jurisdiction shall be vested with Courts of Bengaluru.

#### **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### **11.0 Validity**

- 11.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 11.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

#### **12.0 The Parties hereby sign this Integrity Pact as part of the contract at \_\_\_\_\_ on \_\_\_\_\_**

(Buyer)

(Bidder)

(Office Seal)

(Office Seal)

Place :.....  
Date:.....

Place :.....  
Date:.....

Witness

1:

//////////

Witness

1:

(Name & Address)

//////////

(Name & Address)

**SECTION IV (L)-**  
**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)**

**PART-2- SUPPLY REQUIREMENTS**  
**SECTION – V- SCHEDULE OF REQUIREMENTS**

- All the line items and numbers mentioned in this Annexure are indicative and shall be considered for determining as per Clause No. 17. FSID reserves the right to withdraw/ add line items as per requirements.
- The Bidder understands and acknowledges the below mentioned quantity is an estimate and the actual purchase order may vary.
- Delivery requirement are as detailed in Clause 10 of GCC.
- The successful Bidder is required to provide the following product items. The detailed estimated drawable quantity is as follows:

<b>SN</b>	<b>Description</b>	<b>Total QTY</b>
1	Mercury Intrusion Porosimeter	1 Unit
2.	Capillary Flow Porometer	1 Unit

**Note: The above quantities are of estimated nature and the quantities at the time of order placement may vary as per actual requirement. Hence, these quantities should not be considered as promised order quantity by the bidders.**

## SECTION – VI- TECHNICAL SPECIFICATIONS

### (a) Mercury Intrusion Porosimeter

**General Description and Machine Type:** Mercury Intrusion Porosimeter is a fully automated, bench-top mercury intrusion porosimeter designed for quantitative characterization of pore structure in porous solid materials. It operates on the principle of controlled mercury intrusion under applied pressure to determine pore size distribution, pore volume, and porosity. The instrument integrates low-pressure and high-pressure measurement modules within a single system, enabling analysis over a wide pore size range down to the nanometer scale. Operation is fully computer-controlled with real-time data acquisition and analysis software. The system is intended for research and quality control applications in materials science, catalysis, ceramics, cement, and energy materials.

S.No	Specification for the Mercury Intrusion Porosimeter and other accessories	Essential/Optional
1.	<p><b>Sample and Analysis Configuration:</b></p> <ul style="list-style-type: none"> <li>-Fully automated mercury intrusion porosimeter with integrated low-pressure and high-pressure analysis capability</li> <li>-Capability to analyze rigid and semi-rigid solid samples</li> <li>-Automated evacuation, mercury filling, intrusion, and extrusion cycles</li> <li>-Computer-controlled pressure application and volume measurement</li> </ul>	Essential
2.	<p><b>Main Technical Features:</b></p> <ul style="list-style-type: none"> <li>-Mercury intrusion porosimetry based on Washburn equation</li> <li>-Combined low-pressure and high-pressure modules in a single instrument</li> <li>-Pressure range from vacuum to 75,000 psia</li> <li>-Capable of measuring pore diameters from <math>\sim 2100 \mu\text{m}</math> down to <math>\sim 1.0 \text{ nm}</math></li> <li>-High-accuracy pressure transducers for reproducible measurements</li> </ul>	Essential
3.	<p><b>Detection and Measurement:</b></p> <ul style="list-style-type: none"> <li>-Intrusion volume measurement using precision capillary stem system</li> <li>-Continuous monitoring of mercury intrusion volume as a function of applied pressure</li> <li>-High-resolution volume measurement suitable for detailed pore size distribution analysis</li> </ul>	Essential
4.	<p><b>Performance and Capability:</b></p> <ul style="list-style-type: none"> <li>-Pore size distribution (differential and cumulative)</li> <li>-Total pore volume determination</li> <li>-Apparent porosity calculation</li> <li>-Bulk density and skeletal density determination</li> <li>-Suitable for ceramics, catalysts, cement, concrete, geological samples, battery and energy materials</li> </ul>	Essential
5.	<p><b>Pressure &amp; Measurement Accuracy:</b></p> <p>Pressure transducer accuracy: <math>\pm 0.1\%</math> of full scale or better</p> <ul style="list-style-type: none"> <li>-Volume resolution: <math>\leq 0.00001 \text{ cc}</math></li> <li>-High reproducibility across repeated measurements</li> <li>-Software-adjustable parameters such as contact angle and surface tension</li> </ul>	Essential
6.	<p><b>Mercury Handling and Safety:</b></p> <ul style="list-style-type: none"> <li>-Enclosed mercury handling system to minimize operator exposure</li> <li>-Mercury spill tray for secondary containment</li> </ul>	

	<ul style="list-style-type: none"> <li>- Mercury spill station including aspirator bottle, amalgamation powder, and indicating powders</li> <li>- Provision for connection to laboratory fume hood for mercury vapor exhaust</li> </ul>	
7.	<p><b>Software and Data Analysis:</b></p> <ul style="list-style-type: none"> <li>-Dedicated porosimetry software for instrument control and data acquisition</li> <li>- Real-time monitoring of pressure and intrusion volume</li> <li>- Automated data reduction and pore size distribution calculations</li> <li>- Data export in standard formats (.csv, .xlsx, graphical reports)</li> <li>- Compatible with latest Windows operating systems</li> </ul>	Essential
8.	<p><b>Utilities and Electrical Requirements:</b></p> <ul style="list-style-type: none"> <li>-Electrical requirement: 230 V AC, 50 Hz</li> <li>- External vacuum pump supplied with the instrument</li> <li>- Compatible with standard laboratory power and safety infrastructure</li> </ul>	Essential
9.	<p><b>Calibration Material:</b></p> <ul style="list-style-type: none"> <li>(i) Coarse silica powder with certified pore volume (~0.26 cm<sup>3</sup>/g) and mean pore diameter (~70 µm)</li> <li>(ii) Alumina pellets with certified pore volume (~0.26 cm<sup>3</sup>/g) and mean pore diameter (~9.5 nm)</li> <li>(iii) Mercury intrusion porosimeter main unit</li> <li>- Vacuum pump</li> <li>- Ventilation kit with fan, flange, and flexible hose</li> <li>- Mercury spill tray and spill station</li> <li>- Instrument manuals and software</li> </ul>	Essential

### (b) Capillary Flow Porometer

**General Description and Machine Type:** The Capillary Flow Porometer (liquid expulsion) principle. A wetting liquid fills the through-pores of the sample and pressurized gas is applied to expel the liquid. The pressure at which pores empty is inversely proportional to pore diameter, calculated using the Washburn equation. Both wet and dry runs are performed to obtain complete through-pore size distributions, bubble point, mean flow pore size, and permeability.

S.No	Capillary Flow Porometer and other accessories	Essential/Optional
1.	<p><b>Standards and Compliance:</b></p> <p>The instrument must comply with internationally accepted standards including ASTM F316, ASTM D6767, and ASTM E128 for pore size and filtration media characterization.</p>	Essential
2.	<p><b>Technical Capabilities:</b></p> <ul style="list-style-type: none"> <li>- Pore size measurement range: &lt; 0.01 µm to 800 µm</li> <li>- Maximum operating pressure: up to 800 psi (50 bar)</li> <li>- Pressure sensors: 0–8 psi, 0–200 psi, and 0–800 psi</li> <li>- Dual mass flow sensors with automatic switching (0–15 L/min and 0–250 L/min)</li> <li>- High-resolution pressure and flow sensing for accurate pore analysis</li> </ul>	Essential
3.	<p><b>Pressure Control and Sensors</b></p>	Essential

	<p>Multi-range pressure controllers with automatic ramp control</p> <p>Pressure range: up to 800 psi (53.5 bar) or better</p> <p>Independent precision pressure sensors for accurate sample pressure measurement</p> <p>High pressure stability and resolution to ensure accurate bubble point detection.</p>	
4.	<p><b>Flow Measurement</b></p> <p>Dual thermal mass flow sensing with automatic switching to cover:</p> <ul style="list-style-type: none"> <li>(i) Low flow range (e.g., 0–15 L/min)</li> <li>(ii) High flow range (e.g., 0–250 L/min)</li> </ul> <p>Accuracy and resolution sufficient to resolve subtle flow changes associated with smallest pores.</p>	Essential
5.	<p><b>Gas Handling</b></p> <ul style="list-style-type: none"> <li>-Minimum four gas analysis ports + one calibration/titration port</li> <li>-Automated gas switching manifold</li> <li>-Variable mass flow control for precise gas flow regulation during sequences</li> <li>-In-line cold trap with bypass for condensable species protection</li> </ul> <p>The temperature resolution should be <math>\pm 0.01</math> °C</p> <p>Suitable chiller system is to be provided.</p>	Essential
6.	<p><b>Accessories &amp; Consumables</b></p> <ul style="list-style-type: none"> <li>-Wetting liquids (e.g., Porofil)</li> <li>-O-rings, gaskets, spare filters</li> <li>-Calibration standards, pressure regulators, fittings</li> </ul> <p><b>3G Universal sample holder wide diameter range flat sheet holder</b></p> <ul style="list-style-type: none"> <li>-Accommodates samples up to 12 mm thick</li> <li>-Configurable to measure 8, 15, 25, 40, 57 and 70 mm diameter samples</li> <li>-Fits into the standard sample holder base</li> </ul>	Essential
7.	<p>The data analysis software shall have all the programs for the required analysis with a dedicated control and analysis software.</p> <p>Sequence programming for multi-step analyses</p> <p>Data reduction, peak deconvolution, report generation, and export formats.</p> <p>The software shall be compatible with the latest Windows operating system, and it shall be capable of running the test, data acquisition, storage and retrieval, etc via CD drive and USB ports. The firm has to provide the software CD.</p>	Essential

	<p>The software program should be capable of text editing, exporting data in .csv and .xlsx (MS Excel) formats, and scaling of data within a certain temperature range.</p> <p>During experiments, the live logging and evaluation of the acquired data should be possible for monitoring.</p>	
8.	The instrument shall have a control panel, which integrates selection of measurement settings/parameters, safety options and manual overrides in case the software malfunctions.	Essential

### Other requirements

1.	The vendor shall provide product support for a period of at least 12 years from the date of installation	Essential
2.	Expert engineer(s) from the vendor team should make <b>at least one free visit every 6 months</b> during the warranty period to check on the calibration state and other maintenance-related matters of the instrument.	Essential
2.	The vendor shall attend to the complaints within three days from the date of intimation by the User.	Essential
3.	The safe delivery, unloading and installation of the equipment is in the vendor's scope. These must be done in the presence of experts from the vendor's end and researchers/office staff from IISc.	Essential
4.	The vendor must have a team of trained engineers who can efficiently troubleshoot the supplied machine.	Essential
5.	The vendor must have supplied similar instruments to IIT/NIT/IISc/CSIR or other central govt. institutions/labs. A user testimonial with the contact email/phone number of the user(s) must be provided.	Essential
6.	<p>The vendor must train the IISc researchers on all the machine features and demonstrate measurement of at least two samples arranged by the IISc researchers.</p> <p>Two sets of operational and maintenance manuals are to be provided and explained during machine installation.</p>	Essential
7.	Annual Maintenance Contract (AMC) rates shall be mentioned in the quotation under <b>Optional item</b> .	Essential

### Training and demonstration after installation

Training on machine usage (hardware and software) must be demonstrated by the successful bidder at the bidder's cost. The bidder must conduct the training and demonstration at the delivery site at IISc. IISc will arrange the test samples. The demonstration must be conducted for different combinations, including displacement-controlled loading and stress-controlled loading under compression and tension. Concurrently, the furnace operation with an actual sample must be demonstrated at different set-point temperatures and heating rates.

### **PART-3- CONTRACT**

## SECTION – VII

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

#### 1. Application

- a) The General Conditions of Contract incorporated in this Section shall be applicable forth is purchase to the extent the same is not superseded by Schedule of Requirements under **Section V** and Technical Specifications under **Section VI** of this document.
- b) Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:
  1. "Applicable Law" means all laws, statutes, rules, regulations, ordinances, by-laws, treaties, protocols, codes, guidelines, policies, notices, directions, orders or instructions having the force of law in India, as amended from time to time.
  2. "Supplier" means any legally established private or public entity, firm, company, or corporation that has been awarded the contract and is responsible for supplying the goods and/or services to FSID as per the terms and conditions of this contract.
  3. "Contract" refers to the legally binding written agreement signed between the Foundation for Science Innovation & Development (FSID) and the Supplier, which includes these General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), all Appendices, and any other documents explicitly incorporated by reference.
  4. "Day" means calendar day.
  5. "GOI" means the Government of India.
  6. "FSID/Purchaser" means the Foundation for Science Innovation & Development.
  7. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented.
  8. "In writing" means any communication made in written form, including but not limited to electronic mail, registered post, courier, or facsimile, that provides verifiable proof of delivery and receipt.
  9. "Goods" means all items, equipment, materials, or products that the Supplier is required to supply to the Purchaser under the contract.

10. "Services" means the incidental services, such as transportation, insurance, installation, commissioning, training, after-sales support, or other obligations of the Supplier under the contract.
11. "Effective Date" means the date on which the contract comes into force and effect, as specified in the contract or communicated by FSID.
12. "Consignee" means the person or entity designated by the Purchaser to whom the goods are to be delivered.
- xiii. "Inspection Authority" means the individual or organization appointed by FSID to inspect the goods and/or services provided by the Supplier for compliance with contract specifications.

## **2. Use of contract documents and information**

- a) 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.
- b) 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 (a) above except for the sole purpose of performing this contract.
- c) 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**

The supplier shall, at all times, fully indemnify and keep indemnified the purchaser, free of cost, against all claims including third party claims, damages, costs, liabilities, 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 etc. or under any law whatsoever. 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 without any cost or liability to the purchaser.

## **4. Term of Contract**

This contract shall commence on the date of Letter of Acceptance of Bid and shall continue till the completion of all activity.

## **5. Technical Specifications and standards**

The items supplied under this contract shall conform to the standards prescribed in the Technical Specifications given in Section VI of the bid document.

## **6. Performance Guarantee**

- a) 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 (fourteen) days from the date of the issue of notification of award by the purchaser, the Supplier shall furnish unconditional Performance Guarantee to the Purchaser for an amount equivalent to Five per cent – (05%) of the total value of the contract prior signing of this contract failing which an amount @ 0.1% of the Performance Security amount per day of delay shall be levied as a penalty. The penalty shall not exceed further 07 (Seven) days, beyond which FSID reserves the right to terminate the contract at its sole discretion without any liability, forfeit any payments due to the Bidder, and invoke the Performance Security, if applicable. In case of termination, the bidder shall be debarred and blacklisted from bidding for any future tenders of FSID for a period of two (02) years, without prejudice to any other rights and remedies available to FSID under applicable laws.
- b) Performance Security should remain valid for a period of sixty (60) days beyond the expiry of all contractual obligations, including any warranty/guarantee/maintenance obligations, if applicable. In the event that the Performance Security is invoked, the Service Provider shall replenish the full amount within 07 (Seven) days of invocation, failing which FSID reserves the right to take further legal and financial action, including termination of the contract. The Performance Security may require revalidation from time to time, as directed by FSID.

- c) Supplier may furnish performance guarantee in the form of an account payee Demand Draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee (including e-bank guarantee) from a Commercial bank in the format at Section VIII (B)
- d) In the event of any amendment issued to the contract regarding extension of delivery period, the supplier shall, within 14 (fourteen) 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.
- e) The Purchaser will release the Performance Security without any interest to the supplier on successful completion of the supplier's all contractual obligations including the warranty obligations subject to adjustment of all amounts/losses/damages/recoveries/ costs/penalties payable to the Purchaser and claims of Purchaser, there from.
- f) The Performance Security shall be denominated in Indian Rupees in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt 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.
- g) Performance Security shall be forfeited and credited to the accounts of FSID, in the event of a breach of any terms and conditions 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),
- h) 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.
- i) Supplier shall be deemed to have complied with all bid conditions only upon furnishing the required Performance Security and signing the Agreement with FSID. Failure to do so shall render the bid null and void, and FSID reserves the right to award the contract to the next eligible bidder without any liability towards the initially selected bidder.

## **7. Submission of Material before order placement**

FSID reserves the right to check the samples of equipment. In Case FSID desires to test the equipment, the successful bidder(s) are required to submit samples for all items at No cost basis before issue of contract within 10 days from the receipt of such communication from FSID. The samples will be sent for checking/testing in the duly approved Government/ NABL accredited labs chosen solely by the Purchaser.

If the sample fails the test:

- a) FSID at its sole discretion reserves the right to provide the successful bidder another opportunity to resubmit the samples.
- b) the cost of the test will be borne by the supplier, if the sample fails the test and if the sample passes the test, the cost will be borne by the purchaser.
- c) FSID reserves the right to cancel the award and forfeit the Bid Security and/or Performance security submitted by the agency. Further, such bidder will not be allowed to participate in re-invitation of this tender.

The supplier needs to ensure the compliance with the technical specifications throughout the currency of the contract. FSID reserves the right to conduct random tests on the goods delivered by the supplier

- d) Further, FSID also reserves the right to annul the contract and forfeit the security deposit in case of failure of Sample. Further, FSID also reserves the right to Blacklist/ debar the agency for a period of one year.
- e) The penalty as applicable, will be adjusted from the payable amount to the agency while releasing the subsequent payments. However, in case no payment is due, then the said amount will be adjusted from the Security Deposit. Upon such encashment and appropriation, the agency shall, except in the event of termination of the Agreement, within 7 (seven) days thereof, replenish the Security Deposit to its original level or provide a fresh Security Deposit as the case may be, failing which the Authority shall have the right to terminate the Agreement with immediate effect.

Further, the supplier must re-supply the consignment at no additional cost to FSID.

## **8. Packing and Marking**

- a) The packing for the items to be provided by the Supplier should be strong and durable enough to withstand transit hazards, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. The Supplier shall get the items duly insured against any risk. 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 items and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract. The rates quoted by the Supplier are inclusive of all applicable taxes, and inclusive of all charges for packing, shipping, carriage, insurance and delivery of the goods to the sites and any other taxes, duties and/or levies etc. No increase in rates on whatever account shall be applicable during the term of this Agreement.
- b) 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: -
  - (i) Contract number and date
  - (ii) Brief description of the goods including quantity
  - (iii) Packing list reference number
  - (iv) Consignee's name and full address and
  - (v) Supplier's name and address

## **9. Inspection, Testing, Quality Control and Penalty thereof**

- a) The Supplier/ Contractor should satisfy himself that the 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 goods before actually delivering the same to the consignee.
- b) At any stage of the supply, the purchaser reserves the right to test random material which is being supplied. These will be visually checked by designated committee. In case any defect/deficiency is found, or the committee has doubts or is not satisfied, the samples may be sent for checking/testing in the duly approved Government labs chosen solely by the Purchaser. If the samples are not found to be in order as per the specifications as enumerated under the contract, the cost of testing should be borne by the supplier and the purchaser reserves the right to levy any or all of the following sanctions:
  - a) Return the goods to the Supplier at its own risk and costs. Any advance against such goods (if any) paid by FSID shall have to be returned by the Supplier on first demand of FSID and the whole lot should be replaced within 20 days of intimation from FSID failing which actions and or penalty as stipulated below may be imposed.
  - b) The purchaser reserves its right of levying penalty as detailed below:
    - i. A penalty of 10% of respective work order value may be imposed on the first instance of failure of sample. Further, the supplier must re-supply the consignment at no additional cost to FSID
    - ii. For the second instance of failure of sample, penalty of 20% of respective work order value may be imposed. Further, the supplier must resupply the consignment at no additional cost to FSID
    - iii. From the 3rd instance onwards of failure of Sample, penalty of 30% of respective work order value may be applicable and also FSID reserves the right to annul the contract and forfeit the security deposit. Further, FSID also reserves the right to Blacklist/ debar the agency for a period of one year.
    - iv. The penalty as applicable in para i, ii and iii above, will be adjusted from the payable amount to the agency while releasing the subsequent payments. However, in case no payment is due, then the said amount will be adjusted from the Security Deposit. Upon such encashment and appropriation, the agency shall, except in the event of termination of the Agreement, within 7 (seven) days thereof, replenish the Security Deposit to its original level or provide a fresh Security Deposit as the case may be, failing which the Authority shall have the right to terminate the Agreement with immediate effect.

Further, the supplier must resupply the consignment at no additional cost to FSID.

- a) Terminate the contract at the risk and cost of the Supplier;
- b) Encash/forfeit Performance Security submitted by the bidder.
- c) Take any action and exercise any remedies as may be available to FSID under the terms of contract and law.

## 10. Terms of Delivery and Penalty thereof

i. The successful bidder shall provide a schedule keeping in mind that all the goods are delivered at below mentioned address (s) and following delivery period:

Sl.No.	Description	Delivery Period	Location & Date	Establishment of distribution Centre & Deployment of Manpower for Installation at Location
1	Order related to Mercury Intrusion Porosimeter	100 % of the ordered qty. - 30 days from the date of order placement as and when required during the currency of the contract.	Delivery is to be made at Department of Materials Engineering, IISc, Bengaluru - 560012	Required at no extra cost during period of Contract
2	Order related to the capillary flow porometer.	100 % of the ordered qty. - 30 days from the date of order placement as and when required during the currency of the contract.	Delivery is to be made at Department of Materials Engineering, IISc, Bengaluru - 560012	Required at no extra cost during period of Contract

ii. The successful bidder shall render the services strictly adhering to the timeline defined above.

iii. Any delay by the Bidder in the performance of its obligations, shall attract Penalty at 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, besides the right of Purchaser to terminate the contract and take recourse to other legal remedies. In case of maximum penalty is levied, the firm may be debarred for a period of three years by the Purchaser. The decision of the Purchaser shall be final in this regard.

iv. Time shall be of essence and any time extended shall also be of essence of the Agreement. It is expressly agreed that extended time or levy of any penalty shall not dilute the essence of the Agreement.

**Note: The detailed delivery schedule according to the date and place of delivery shall be notified in the purchase order and the successful bidder shall undertake to adhere to the same.**

## 11. Life Cycle/ Shelf Cycle/ Warranty

a) The supplier guarantees comprehensively that the items supplied under the contract shall be of excellent quality, 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 items 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 items under the conditions prevailing in India.

b) This guarantee shall remain valid for a period of 1 Years, after the items have been delivered, installed, tested & commissioned at the destination and accepted by the Purchaser, subject to verification of goods in terms of the contract.

c) This will be valid for all items and prevail over any other mention of Life Cycle/ Shelf Cycle/Warranty in the tender.

d) The supplier shall, promptly repair or replace the defective items or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/items after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced parts/items thereafter.

e) 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, cost, liability and expense of the supplier and without prejudice to other contractual rights and remedies, which the Purchaser may have against the supplier.

f) **All the items supplied under this contract shall have warranty of 1 Years. The bidder must repair/ replace the items when the defect has been raised by the Consignee. In case of non-resolution of the defects, a penalty shall be applicable on the supplier equivalent to the cost of the items, that were found to be defective. Denial to offer services as per above may lead to termination of Contract.**

**g)** The complete system is to be under a warranty period of a minimum of 1 years, including free supply of consumables, spare parts, and data analysis software from the date of functional installation. If the instrument is found to be defective, it has to be replaced or rectified at the cost of the bidder within 7 days from the date of receipt of written communications from IISc, Bangalore. If there is any delay in replacement or rectification, the warranty period should be correspondingly extended.

## **12. Prices**

Prices to be charged by the supplier for supply of items in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its bid and incorporated in the contract.

## **13. Insurance:**

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:

The transit risk in this respect shall be covered by the Supplier by getting the equipment duly insured for an amount equal to 110% of the value of the goods from warehouse to 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

## **14. Assignment**

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

## **15. Taxes and Duties**

The Supplier shall be solely responsible for the payment of all taxes, duties, levies, and other charges incurred up to the point of delivery of the contracted goods to the Purchaser. No additional claims on this account shall be entertained by the Purchaser. However, any statutory variation in taxes or duties applicable to the finished goods, as expressly stipulated in the contract, shall be admissible to the extent of actual payment made by the Supplier, subject to submission of documentary evidence. Such variations must occur between the date of bid submission and the date of delivery.

## **16. Terms and Mode of Payment**

- a) **Payment Terms:** 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 etc., if any, shall be paid on successful receipt, installed, testing and commissioning of items in good condition and upon submission of Inspection & Acceptance Certificate, as per Section VIII (C) in original issued by the authorized representative of the consignee.
- b) The supplier shall not claim any interest on payments under the contract. 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.
- c) The supplier shall send its claim for payment in writing, when contractually due, along with following documents duly signed with date, to the Purchaser: -
  - (i) Supplier's invoice indicating, inter alia, description and specification of the goods, quantity, unit price, total value.
  - (ii) Inspection certificate issued by consignee.
  - (iii) Insurance Certificate, if applicable as per contract.
  - (iv) Any other document (s) as and if required in terms of the contract.
- d) All payments in Indian Rupee will be made through National Electronic Fund Transfer(NEFT)/RTGS systems as per the NEFT Mandate form at Section IV (F).

## **17. Delay in the supplier's performance**

- a) The supplier shall deliver the items and perform the services under the contract within the time schedule specified by the Purchaser as incorporated in the contract. The Purchaser/consignee reserves the right to reject the supplies and inform the supplier accordingly; the Purchaser shall also have the right to cancel the contract with reference to unsupplied items in terms of the contract.
- b) Subject to the provision of Force Majeure under GCC clause 21, any delay by the supplier in maintaining its contractual obligations towards delivery of items or any breach of the terms of the contract shall render the

supplier liable to any or all of the following:

- (i) Imposition of Liquidated Damages,
- (ii) Forfeiture of its Performance Security and
- (iii) Termination of the Contract for default.
- (iv) Liability of all direct and indirect damages caused to FSID.
- (v) Any other action as may deem fit by FSID

c) If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the items, 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.

d) When the period of delivery is extended due to delay by the supplier, the amendment letter extending the delivery period shall, *inter alia* contain the following conditions:

1. The Purchaser shall recover from the supplier, under the provisions of the clause 18 of the General Conditions of Contract, liquidated damages on the items, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
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 on account of any other tax or duty which may be levied in respect of the items specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said items as are delivered and performed after the date of the delivery stipulated in the contract.
3. But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, 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.
4. The supplier shall not dispatch the items after expiry of the delivery period. The supplier shall apply to the Purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the items 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. Without prejudice to any other right or remedy the Purchaser may have, if any Goods are not supplied in accordance with, or if the Supplier fails to comply with any of the terms of this Agreement, the Purchaser shall be entitled to avail itself of any one or more remedies at its discretion, whether or not any part of Goods have been accepted by the Purchaser:
  - a) To reject the goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier;
  - b) To give the Supplier the opportunity (at the Supplier's expense) either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Agreement are fulfilled;
  - c) To claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Agreement;
  - d) To rescind this Agreement in whole or in part
  - e) To purchase the goods in whole or in part from open market and recover the said amounts from the Supplier as damages.
  - f) The time allowed for execution of work/delivery or the extended time in accordance with these conditions shall be the essence of the contract.

## **18. Liquidated Damages**

- (i) Subject to the provision of Force Majeure under GCC clause 21, if the supplier fails to deliver any or all of the goods 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, as per the terms specified in clause 9 and 10 of GCC. Once the maximum is reached purchaser/consignee may consider termination of the contract as per condition 19 of GCC and initiate legal remedies for breach of contract.
- (ii) In the event of delay in submission of proforma Invoice, the delay shall be on account of the supplier and the Purchaser shall deduct Liquidated damages as per Clause 18 of General Condition of Contract. Proforma Invoice should be strictly as per the terms & conditions mentioned in Notification of Award/Tender Conditions.

(iii) Proforma Invoice submitted by supplier is found to be deficient, delay shall be on account of supplier and the purchaser shall deduct liquidated damages as per clause 18 of GCC.

## **19. Termination for default**

- a) 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 items or fails to perform any other contractual obligation(s) within the time period or as per specifications specified in the contract, or within any extension thereof granted by the Purchaser.
- b) In the event of Purchaser/Consignee terminates the contract in whole or in part, 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, if any incurred by the purchaser/consignee for arranging such procurement.
- c) Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the contract to the extent not terminated.

## **20. Termination for insolvency**

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/liability, 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.

## **21. Termination for Convenience**

The Purchaser reserves the right to terminate the contract, in whole or in part, at any time for its convenience, by providing thirty (30) days' prior written notice to the Supplier. The notice shall specify that the termination is for the Purchaser's convenience and the extent to which the performance of work under the contract is terminated.

Upon such termination, the Supplier shall:

- a. Immediately cease further production or delivery of the goods and/or services as specified in the notice;
- b. Take all necessary steps to protect and preserve any goods already delivered or in progress; and
- c. Be entitled to receive payment for goods and/or services satisfactorily provided up to the effective date of termination, subject to verification by the Purchaser.

The Supplier shall not be entitled to any compensation or damages arising from such termination, except as expressly stated above.

## **22. Force Majeure**

- a) 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.
- b) For purpose 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
- c) restrictions, lockdown, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- d) 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.

- e) 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.
- f) 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.
- g) Neither party shall be liable for default or delay in the performance of its obligations under the contract if such default or delay is caused by an event of Force Majeure, which means any unforeseeable, unavoidable, and extraordinary event beyond the control of the affected party, including but not limited to acts of God, natural disasters, war, terrorism, civil unrest, strikes, epidemics, pandemics, or government-imposed lockdowns.
- h) The affected party shall notify the other party in writing within seven (7) days of the occurrence of the Force Majeure event, providing reasonable evidence and expected duration of such event.
- i) During the continuance of the Force Majeure event, the obligations of the affected party shall be suspended to the extent affected. The parties shall make all reasonable efforts to resume full performance as soon as practicable.
- j) If the Force Majeure event continues for a period exceeding sixty (60) days, either party may terminate the contract without any liability, by providing written notice to the other party
- k) During the period of their inability to perform the obligations under the Agreement as a result of an event of Force Majeure and timely intimation by the Bidder, FSID shall assess the situation and then decide the application of Force Majeure. Once the duration is defined under the Force Majeure category/situation no payments are expected to be made by the Bidder.

### **23. Notice**

- (i) Notice, if any, relating to the contract given by one party to the other, shall be sent in Speed Post/E-mail 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.
- (ii) 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.

### **24. Withholding and lien in respect of sums claimed**

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Supplier, the Purchaser shall be entitled to withhold the said payment and forfeit the performance of security amount furnished by the supplier, as the case may be in the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the supplier, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred above 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 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 supplier. The rights under this clause shall be in addition to and without prejudice to any other legal remedies available to the Purchaser under the contract, applicable law, or otherwise.

### **25. Other terms and conditions**

- i. The relationship between FSID and the Supplier shall be purely on a principal-to-principal basis. Nothing contained herein shall be construed to create any partnership, joint venture, agency, employment, or fiduciary relationship between the parties.
- ii. The Supplier shall be solely responsible for ensuring timely payment to its employees, staff, or subcontractors deployed in the project and for complying with all applicable laws, including but not limited to:
  - a. Labour laws
  - b. Minimum wage regulations
  - c. Provident fund and gratuity laws
  - d. Employee insurance
  - e. Any other statutory obligations applicable under Indian law

iii. The Supplier must not have been debarred, blacklisted, or disqualified by any court, regulatory authority, or government organization at the time of bidding or during the execution of the contract. Any concealment of such facts shall lead to immediate termination of the contract and forfeiture of any Performance Security or payments due.

## **26. Resolution of disputes**

- a) All disputes or differences arising out of or in connection with this Contract/RFP, including any question regarding its validity, performance, or termination, shall first be attempted to be resolved through good faith negotiations between the Parties.
- b) 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 RFP 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.
- c) If the dispute is not resolved within thirty (30) days of the commencement of negotiations, the Parties may, by mutual agreement, refer the matter to mediation in accordance with the rules of a recognized mediation institution in India. If mediation fails or is not mutually agreed upon, the dispute shall be finally settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and any statutory modifications or re-enactments thereof in force.
- d) The arbitral tribunal shall consist of a sole arbitrator jointly appointed by the Parties. If the Parties fail to agree on the appointment of a sole arbitrator within thirty (30) days, each Party shall appoint one arbitrator, and the two appointed arbitrators shall jointly appoint the third presiding arbitrator.
- e) The seat and venue of arbitration shall be Bengaluru, India. The language of the arbitration shall be English.
- f) The arbitral award shall be final and binding on the Parties, and enforceable in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- g) Each party shall bear the cost of preparing and presenting its case and the cost of arbitration, including fees and expenses of the arbitrator shall be shared equally by both the parties unless the award otherwise provides. It is further agreed between the parties hereto that such arbitration proceedings shall be completed within a period of eight (8) calendar months from the date of reference.
- h) The parties shall continue to perform their respective obligations under this contract during the pendency of the Arbitration proceedings except in so far as such obligations are the subject matter of Arbitration proceedings.
- i) FSID shall have the right to bring an action seeking injunctive or other equitable relief before the courts at Bengaluru, India if it reasonably believes that damages may not be an adequate remedy for any breach by the Bidder.

## **27. Applicable Law**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

## **28. Waiver**

No waiver of any provision of this Contract shall be effective unless made in writing and signed by the authorized representative of the waiving party. The failure of either party to enforce any provision of this Contract, or to exercise any right or remedy available under the Contract or applicable law, shall not be construed as a waiver of such provision, right, or remedy, nor shall it affect the validity of the Contract or prejudice the rights of that party to enforce such provision in the future.

## **29. Amendment:**

This Contract may be amended, modified, or supplemented only by a written instrument duly signed by the authorized representatives of both Parties. Any verbal agreement or informal understanding purporting to alter any term or condition of this Contract shall be considered null and void.

## **30. Variation of Quantities at the Time of Award/ Currency of Contract**

30.1 The purchaser reserves the right to increase/decrease the total quantity of goods 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 bidder during the period of contract subject to a maximum of an additional 25% of the total cost of the tender.

## **31. Integrity Pact**

All bidders shall have to sign the integrity pact with the procuring entity as per the format at Section IV (K). Duly signed copies in duplicate shall be submitted. Bids without a signed Integrity pact shall be rejected.

## **SECTION VIII (A) - CONTRACT AGREEMENT**

This shall be given at later stage

## **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 \_\_\_\_\_ months from the date of Notification of Award i.e. up to \_\_\_\_\_ (indicate date)

.....

(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 has/have been received, installed, tested & commissioned 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 Indenter	:	_____
3)	Supply order No. and Date	:	_____
4)	Supplier's Name & Address	:	_____
5)	Consignee	:	_____
6)	Description of the item supplied	:	_____
7)	Quantity Supplied	:	_____
8)	Delivery date- (As per supply order)	:	_____
9)	Extended Delivery Date, if any	:	_____
10)	Date of actual Receipt of goods by the Consignee	:	_____
11)	Delay in supplies beyond original delivery date(sl.no.8-refers)	:	_____
12)	Damages/Shortages/recoveries for late supplies etc., if any	:	_____
13)	Remarks, if any	:	_____

( ) ( ) ( ) )

Signatures of Inspection & Acceptance Committee Members

Counter signed by Commercial Head Date: \_\_\_\_\_

Place: \_\_\_\_\_

(Seal)

## SECTION VIII (D) -CHECKLIST

Name of Bidder:

Name of Manufacturer:

Sl.NO.	Activity	Yes/No/NA	Page No. in the TE Document	Remarks
1.a	Have you enclosed EMD			
1.b.	Certificate from Statutory Auditor that the item offered meets the minimum local content requirement as defined in this tender along with details of locations at which the local value addition is made. <b>Approximate percentage of local content may be clearly mentioned for each item.</b>			
2.a.	Have you enclosed duly filled Tender Formats per format in Section IV (A)?			
2.b.	Have you enclosed power of attorney/board resolution in favour of signatory?			
3.a	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specification? <b>Against each item Make and Model of the quoted item and Compliance to the tender specifications needs to be Submitted</b>			
3.b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviation?			
4.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?			
c.	Integrity Pact			
5.	Have you submitted manufacturer's authorization as per Section IV (E)?			
6.	Have you submitted prices of goods in The price schedule as per Section IV (C)			
7.	Have you kept validity of 120 days from The Techno Commercial Tender Opening date as per the TE Document?			
8.	Have you submitted self-attested PAN Card and GST registration certificate?			

9.	Have you intimated the name and full address of your Banker (s) along with your account Number as per Section IV (F)			
10.	Have you fully accepted payment terms as per TE document? (Attach Self Declaration)			
11.	Have you fully accepted delivery period as per TE Document? (Attach Self Declaration)			
12.	Have you submitted the certificate of incorporation?			
13.	Have you accepted the warranty as per TE Document? (Attach Self Declaration)			
14.	Have you accepted terms and conditions of TE document and signed and stamped all the pages?			
15.	Have you furnished documents Establishing your eligibility & qualification criteria as per the TE document? [As mentioned in Section III (A)]			

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 tenderer 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)**

**SECTION VIII (E)-CONSIGNEE LIST**

Delivery shall be made to the Department of Materials Engineering, Indian Institute of Science, Bengaluru - 560012

N.B:- The exact details along with address will be mentioned in Notification of Award.