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**Tender Ref: FSID/INT/07/26-27**

**Open Tender Enquiry/REQUEST FOR TENDER (RFP)**

**PROCUREMENT OF FINANCIAL AUDIT SERVICES FOR SAMRIDDHI PROGRAMME**

**Additional Terms and Conditions – Buyer Specific Clauses**

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

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## **DISCLAIMER**

1. The information contained in this Request for Proposal Document (hereinafter known as “RFP Document”) or subsequently provided to Bidders in documentary form by or on behalf of Foundation for Science Innovation and Development (FSID) or any of their representatives, employees, or advisors (collectively referred to as “Representatives”), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.
2. This RFP Document is not an agreement and is not an offer or invitation by the Representative(s) to any party other than the entities, who are qualified to submit their Proposal (“Bid”). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for FSID Representatives to consider the investment objectives, financial situation and needs of each party who reads or uses this RFP Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources.
3. 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 RFP Document.
4. The Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.
5. This RFP contains information about the scope of work and the qualification process for the selection of the Bidder. The purpose of this RFP is to provide interested parties with information to facilitate the formulation of their bid pursuant to the Bid notice.
6. 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 RFP.
7. The Authority, its employees and advisers make no representation or warranty as to the accuracy, reliability or completeness of the information in this bid and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

8. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the PMC and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
9. 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 addendum as the Authority may deem fit without assigning any reason thereof.
10. 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
11. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection Process.
12. 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.
13. This RFP 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 RFP.

## 1. NOTICE INVITING TENDER

Foundation for Science Innovation & Development (FSID), a Section 8 Company promoted by Indian Institute of Science (IISc) invites **On- line bids** from eligible bidders, in single stage two bid systems for procurement of the following items for FSID from qualified Firms to associate with FSID for Selection of Agency for Conduct of Financial Audit Services for Samriddhi Programme for the FY 2023-24 to 2025-26. The detailed scope of work and deliverables are mentioned in **Annexure I**, Terms of Reference for the Consultancy Services (TOR), of this RFP.

## 2. BID SCHEDULE & DATA SHEET

Date of Publication	As per GeM
Bid document download start Date	As per GeM
Bid submission end date and time	As per GeM
Bid Validity Period	120 days
Earnest Money Deposit (EMD)/ Bid Security	Rs. 32,000 favour of “ <b>FOUNDATION FOR SCIENCE INNOVATION AND DEVELOPMENT</b> ” payable at Bengaluru <b>Hard/Original Copy of the Bid Security must be submitted before the end date of submission of Bid at the following address:</b> <b>Head Commercial, Commercial Dept., Foundation for Science Innovation &amp; Development, Innovation Centre, Indian Institute of Science, Near Maramma Circle Gate, Bengaluru - 560012</b>
Mode of Submission	Online (GeM Portal)
Opening of Technical Bid date and time	As per GeM
Method of selection	Least Cost System
JV/Consortium/Subcontracting	<b>Not Allowed</b>
E-mail for all correspondence	<a href="mailto:samrat.t@fsid-iisc.in">samrat.t@fsid-iisc.in</a>

## INSTRUCTIONS TO BIDDERS

### 3. GENERAL INSTRUCTIONS TO BIDDERS

- 3.1. The Bidders can download this RFP from the on FSID website: <https://www.fsid-iisc.in/>, and GeM Portal website: <https://gem.gov.in/>. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the Bid Schedule as more particularly specified in Clause 2 of this RFP. **Definitions and Abbreviations:** The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:
- 3.2.1. “**Purchaser**” means the organisation purchasing services as incorporated in this document i.e., Foundation for Science Innovation and Development (FSID).
- 3.2.2. “**Bid**” (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘proposal’ in certain contexts) means an offer-to-offer services in accordance with the terms and conditions set out in this RFP.

- 3.2.3. **“Bidder”** means bidder/the individual/company or firm submitting bids/Quotations/Tender.
- 3.2.4. **“Successful Bidder”** means the bidder who has been selected by FSID pursuant to the bidding process for award of Work.
- 3.2.5. **“Agency”, “Firm”, “Company”, “Bidder”, “Consultant”, “Service Provider”** means any registered entity or person or associations of persons who submit their bids.
- 3.2.6. **“Services”** means services as mentioned in this document and other such obligations of the supplier covered under the contract.
- 3.2.7. **Terms of Reference (TOR)** means the document included in the RFP which explains the scope of work, activities, and tasks to be performed.
- 3.2.8. **“Purchase Order” or “PO”** 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 RFP and any subsequent amendments thereof.
- 3.2.9. **“Party”** means the Client or the Bidder, as the case may be, and **“Parties”** means both of them.
- 3.2.10. **“RFP”** means this Request for Proposal issued by Foundation for Science Innovation and Development for the purpose as mentioned in this document.
- 3.2.11. **“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.
- 3.2.12. **“Bidding Documents”** means all documents, including this RFP, provided to the interested Bidders to assist them in the preparation of their Bids in a uniform manner.
- 3.2.13. **“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.
- 3.2.14. **“Agreement/Contract”** means the written agreement entered between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
- 3.2.15. **“Applicable Laws”** shall mean the applicable central, state, and local laws of India, including the rules, regulations and guidelines issued by any governmental, regulatory, executive and judicial and other statutory authorities.
- 3.2.16. **“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.
- 3.2.17. **“Good Industry Practice”** means those practices, methods, techniques, standards, skills, diligence and prudence which are generally and reasonably expected of and accepted internationally from a reasonably skilled and

experienced Consultant engaged in the same type of undertaking as envisaged under this Agreement, and would mean good project management which would be expected to result in the performance of its obligations by the Successful Bidder/Consultant in accordance with this Agreement, applicable laws, applicable permits, reliability, safety, environment protection, economy and efficiency

- 3.3.** The Bidders participating for the first time for e-Tenders on e-Tendering portal will have to complete Online Registration Process on the e-Tendering portal as mentioned in **Annexure X**. This section also mentions the guidelines for submission of bids.

#### **4. LANGUAGE OF BID**

The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and FSID, shall be written in the 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, in case of any ambiguity that may arise between the original document and its official translation, FSID may choose to decide on such ambiguity and such decision of FSID shall be final and binding on the Bidder.

#### **5. DOCUMENTS TO BE SUBMITTED**

- 5.1.** All the documents are to be mandatorily uploaded online as per the instruction for online bid submission detailed in this RFP document as detailed in **Annexure II- 'Documents to be Submitted'**

#### **6. AMENDMENT TO BID DOCUMENTS**

- 6.1.** At any time prior to the deadline for submission of bid, the Purchaser may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid document by issuing suitable amendment(s) to it. Such an amendment to the bid document will be uploaded on FSID website: <https://www.fsid-iisc.in/>. Prospective bidders are advised in their own interest to regularly visit website of Foundation for Science Innovation and Development (FSID) for any amendment or information etc. before submitting their bids.
- 6.2.** In order to afford prospective bidders reasonable time to take into account the amendments in preparing their bids, FSID may, at its discretion, suitably extend the deadline for submission of bids.

#### **7. ELIGIBILITY CRITERIA**

- 7.1.** Each Bidder should qualify against all the pre-qualification/eligibility criteria as detailed in Clause 1 of **Annexure III- Eligibility & Evaluation Criteria**.

- 7.2. Bids of the Bidders, who do not meet the required Qualification/Eligibility Criteria mentioned in this RFP shall be treated as non – responsive and their bid will not be considered further technical evaluation process.

## **8. RFP PROCESS**

- 8.1. RFP issued by FSID constitutes a request for Bids from eligible Bidders (as determined in accordance with the eligibility criteria as per Clause 6 above) to be Service Provider (after evaluation of eligible bidders), subject to the terms of this RFP, Tender Documents, and the Service Agreement.
- 8.2. This RFP is no more than a request for proposal, and it does not and is not intended to constitute a contract or a grant of any rights or licenses, or an offer which is capable of acceptance by any Bidder or any other person. The grant of any rights or formation of any contractual relationship shall be conditional upon acceptance by FSID of the Bidder's Bid and the execution of the Service Agreement by both FSID and the Bidder/Service Provider.
- 8.3. This RFP is only illustrative in nature and all narrations are intended to be used by the Bidder as preliminary background information. This RFP does not necessarily contain all the relevant information in relation to the Bid process and FSID reserves the right to withdraw the RFP and/ or add, amend, review the requirements or information contained in this RFP at any time prior to the submission of the Bid.
- 8.4. Upon selection of a Bidder by FSID, the Service Provider shall enter into a detailed contract/agreement ("**Service Agreement**") incorporating the provisions of this RFP and the successful Bid.
- 8.5. The term of association shall be for 03 (three) months from the date of execution of contract/agreement, or until completion of all contractual obligations as per RFP whichever is later. Minimum 6 months of post-audit support from the date of submission of final audit report. This shall include responding to audit queries, participation in review meetings (online/offline), assistance in revisions to reports/Utilization Certificates (UCs), and providing clarifications to stakeholders. Any support required beyond 6 months, including interactions related to subsequent CAG audit, shall be provided on mutually agreed terms

## **9. BID VALIDITY**

- 9.1. The Bid shall remain valid for acceptance for a period of 120 days (One Hundred Twenty days) days after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected. On completion of the validity period, if the contract is not finalised, FSID reserves the right to request for extension of bid validity without changes in any terms and conditions of the RFP.
- 9.2. In exceptional cases, the Bidders may be requested by FSID to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid.

- 9.3. In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for FSID, the Bid validity shall automatically be extended up to the next working day.

## 10. BID PRICES

- 10.1. The Bidder providing services shall quote only in Indian Rupees.
- 10.2. The Bidder shall indicate in the Price Schedule provided on GeM Portal all the specified components of prices shown therein. All the columns shown in the price schedule should be filled in as required.
- 10.3. If any firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- 10.4. Firm Price: The prices quoted by the Bidder/finalised by the authority shall remain firm and fixed during the currency of the Contract and will not be subject to variation on any account.

## 11. EARNEST MONEY DEPOSIT

- 11.1. The bidder shall furnish Bid Security for an amount as indicated in Bid Schedule. The Bid Security is required to protect the Purchaser against the risk of the bidder's unwarranted conduct. Non-submission of Bid Security will be considered as major deviation and bid will not be considered.
- 11.2. In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.
- 11.3. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs.
- 11.4. The Bid Security shall be furnished in one of the following forms:  
a) Account Payee Demand Draft  
b) Banker's cheque / Pay Order
- 11.5. The Demand Draft, Fixed Deposit Receipt, Banker's Cheque shall be drawn on any Commercial Bank in India, in favour of the "**Foundation for Science Innovation and Development**", payable at **Bangalore**.

- 11.6.** The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. The Bid Security shall be valid for 120 days from the date of opening of the Technical Bid.
- 11.7.** 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.
- 11.8.** 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/ Purchase Order (PO), its Bid Security/EMD will be forfeited.
- 11.9. Return of Bid Security/EMD:** Bid security should be released to unsuccessful bidders once the contract has been signed with the winning consultant at the earliest after expiry of 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 result of first stage i.e. technical evaluation etc. EMD of the successful bidder should be returned after receipt of performance security as called for in the contract.

## 12. BIDDERS QUERIES AND RESPONSES THERETO

- 12.1.** All enquiries from the Bidders relating to this RFP must be submitted exclusively to the contact person on the email id: [samrat.t@fsid-iisc.in](mailto:samrat.t@fsid-iisc.in). The queries should necessarily be submitted on or before scheduled date and time mentioned in the following format:

To, Foundation for Science Innovation and Development			
BIDDER'S REQUEST FOR CLARIFICATION			
Name of Organization submitting request		Name & position of person submitting request	Full formal address of the organization including phone and email points of contact.
			Tel:
			Email:
Sl. No.	Bidding Document Reference(s) (Clause number/page)	Content of RFP requiring clarification	Points of Clarification required.
1			
2			

- 12.2. A bidder requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with FSID in writing. FSID will respond in writing to such request provided the same is received (by FSID) not later than 18:00 Hrs on the day of the Pre-bid meeting. All enquiries should be sent to FSID through email only at (Insert Email Address). FSID shall not be responsible for ensuring that Bidder's enquiries have been received by them. FSID will endeavour to provide a complete, accurate, and timely response to all questions to all Bidders. However, FSID makes no representation or warranty as to the completeness or accuracy of any response, nor does FSID undertake to answer all the queries that have been posed by the Bidders. All responses given by FSID will be distributed/mailed to all the Bidders or posted on the online portal/website. All Bidders should regularly visit the portal for any updates/corrigendum.
- 12.3. FSID shall conduct a Pre-Bid Conference in accordance with the schedule specified in the Bid Schedule. Attendance at the Pre-Bid Conference is at the sole expense of the Bidder or its authorized representatives. The objective of the conference is to furnish Bidders with pertinent information about the RFP, address their inquiries, and discuss potential solutions. During the Pre-Bid Conference, FSID will afford each Bidder the opportunity to seek clarifications on any aspect of the RFP. The link for the virtual conference will be provided to the Bidders one hour before the scheduled start time.
- 12.4. Any clarification issued by FSID 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.
- 12.5. Amendments to Bidding 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. Such an amendment to the bid document will be uploaded on FSID website: <https://www.fsid-iisc.in/> and on GeM Portal: <https://gem.gov.in/>. Prospective bidders are advised in their own interest to regularly visit website of Foundation for Science Innovation and Development (FSID) and GeM Portal for any amendment or information etc. before submitting their bids.
  - ii. In order to afford prospective bidders reasonable time to take into account the amendments in preparing their bids, FSID may, at its discretion, suitably extend the deadline for submission of bids.

### **13. SUBMISSION OF BIDS**

- 13.1. Bids to be submitted online as per instructions in [Annexure X](#) of the RFP.
- 13.2. FSID will open (online) the Bids at the specified date and time and at the specified place as indicated in the Bid Schedule.

- 13.3. In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for FSID, the Bids will be opened at the appointed time on the next working day.
- 13.4. The bidder, after submitting the bid, is permitted to submit alterations/modifications to the bid, so long such alterations/ modifications are received up-to the date and time of submission of bid. No amendment/modification/withdrawal shall be permitted after the expiry prescribed 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
- 13.5. Authorized representatives of the Bidders, who have submitted Bids on time may attend the bid opening provided they have their Letters of Authority from the corresponding Bidders acknowledgement letter of bid submission at GeM portal website: <https://gem.gov.in/>.
- 13.6. The bid is to be opened at the prescribed time and date as indicated in RFP Bid schedule. During the Technical Bid opening, the Bid opening official(s) will read the Salient Features of the Bids like brief description of the services offered and any other special features of the Bids, as deemed fit by the Bid opening official(s).
- 13.7. Financial bids of the technically qualified Bidders shall be opened online at the date, time and as intimated later on GeM Portal <https://gem.gov.in/> The authorized signatories/ representatives of such Bidders who wish to attend the financial bid opening may please do so by showing their bid acknowledgement slip.
- 13.8. Late Bids: Bids received after the specified date and time of receipt of the Bid as mentioned in the Bid schedule mentioned in Clause 2 of the RFP shall not be considered.
- 13.9. The Bidders are required to upload the documents as per Documents to be submitted in Clause 05& Annexure II of this RFP.
- 13.10. Bidders shall submit 'Online Bid' only in PDF/Scanned copy. Hard Copy of Bid documents will not be accepted.
- 13.11. The Bids submitted must be without any overwriting, interlineations, corrections, double typing, etc.
- 13.12. Bidder must ensure that the Technical Bid soft copies do not contain any Commercial items /prices.
- 13.13. All terms and conditions in the bid document shall stand freeze on the date of opening of the bid.
- 13.14. The proof of work orders for claim of relevant experience should be dated on or after the date of registration of the firm/ company/LLP etc.

## **14. SCRUTINY OF BIDS**

The Purchaser/FSID 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. Purchaser will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence. Each page of the bid document submitted by bidder shall be signed sealed by the bidder or its authorized signatory.

### **14.1. Rejection of Technical Bids** - In addition to any other reasons stipulated in this RFP, technical Bids may be rejected under any of the following circumstances

- i.** Incomplete bids that do not quote for the complete scope of work as indicated in the Bid-related documents, addendum (if any) and any subsequent information given to the Bidder.
- ii.** Information that is found to be incorrect/misleading at any stage during the tendering process.
- iii.** Incomplete Bids.
- iv.** Inclusion of Financial/Price Bid details in a technical Bid, or technical Bids that reveal quotations, in any form
- v.** Non-fulfilment of the eligibility criteria or minimum required score in evaluation criteria set out in this RFP, by the Bidder.
- vi.** Any Bid that does not comply with the conditions laid down by FSID.
- vii.** Any other reasons deemed fit by FSID.

### **14.2. Rejection of Financial/Price Bids** -In addition to any other reasons stipulated in this RFP, financial/price Bids may be rejected under any of the following circumstances:

- i.** Incomplete Bids that do not set out the Service Fee for the complete Scope of Work as indicated in the bidding documents, addendum (if any) and any subsequent information given to the Bidder.
- ii.** Financial/Price Bids made through Tele fax/Telegraphic/Fax/E-mail/by post.
- iii.** Bids which do not confirm unconditional validity of the bid for 120 days from date of opening of Bid.
- iv.** Bids which do not conform to FSID bid format.
- v.** Bids in respect to which the bidder does not accept FSID rectification of clerical/arithmetic discrepancies in the financial/price bid, if any.
- vi.** Any Financial/Price Bid that does not comply with the conditions laid down by FSID

### **14.3. Other Reasons for Rejection of Bid**-In addition to any other reasons stipulated in this RFP, Bids may be rejected under any of the following circumstances:

- i.** Bids in which the Bidder seeks to influence the FSID bid evaluation, bid comparison, or contract award decisions.
- ii.** In view of two bid systems, FSID may first open technical bids. If the same is not complete and lacking with respect to any requirement(s), the same would be rejected straightaway & without opening the Financial/Price bid.

#### **14.4. 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 response by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

#### **14.5. Discrepancies in Prices**

**14.5.1.** Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the submission of the Bid.

**14.5.2.** 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, unless the purchaser feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly

**14.5.3.** 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

**14.5.4.** If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

**14.5.5.** 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.

**14.5.6.** Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

#### **15. EVALUATION CRITERIA**

**15.1.** The Bids will be evaluated based on the Least Cost System and the qualification criteria as mentioned in Annexure III- Qualification Criteria.

**15.2.** A Bidder must comply all criteria as defined in Annexure III, Qualification Criteria to proceed to opening of Financial/Price bid.

- 15.3. Bids will be evaluated based on the Least Cost System. Further, the bidder qualifying the technical bid which is as per the criteria defined in Annexure III, will be considered a '**Technical Responsive Bidder.**' Only financial bids of technically responsive bidders will be opened.
- 15.4. The Bid of the Technically Responsive Bidder who submits the lowest Financial/Price bid (overall price) will be rated as the 'Best Bid' and will be declared as the successful Bidder.
- 15.5. Further, in the event of tie, i.e., one or more Bidders with the same Overall Price value and the same being the Lowest, then the bid from the bidder selected as L1 after running the auto run L1 option available on GeM will be rated as the 'Best Bid'.
- 15.6. In case of minor deviation and/or minor irregularity and/or minor non-conformity in the Bid, FSID reserves the right to waive the same. If a Bid is not Substantially Responsive, it will be rejected by FSID.
- 15.7. Bidders [Service Providers] identifying as MSE and or start-up firms are exempted from fulfilling the Eligibility criteria related to EMD Only. Bidders claiming any exemption/preference should submit valid documentary proof along with the bid. No relaxation will be provided in other parameters of the qualification/eligibility Criteria Annexure III. Further, no relaxation for any parameters will be given for Clause 2 evaluation criteria (i.e., on marking) on Annexure-III

## **16. DECLARATION OF SUCCESSFUL BIDDER**

- 16.1. Prior to the expiration of the validity period for the Bid, FSID will notify the successful Bidder in writing by Purchase Order that its Bid has been accepted. FSID will also send to the successful Bidder, a draft of the Service Agreement, along with the afore-mentioned notification. The successful Bidder and FSID shall discuss and enter into a mutually agreeable final written form of the Service Agreement and each party shall retain one original of the signed Service Agreement. It is clarified that the Service Agreement will incorporate the provisions and principles of the RFP and the Bid submitted by the successful Bidder and shall not have terms and conditions more onerous on the Service Provider than those contained in the RFP.
- 16.2. The failure of FSID and the successful Bidder to agree to the terms and conditions of the Service Agreement shall constitute sufficient grounds for the annulment of the successful Bid, following which FSID may, in its sole discretion, either declare the next best Bid submitted in response to the RFP notice as the successful Bidder or call for fresh proposals.
- 16.3. Upon the successful signing of the Service Agreement by the Bidder and FSID, and the Service Provider furnishing the Performance Security, FSID will promptly

notify the name of the winning Bidder to each unsuccessful Bidder and refund their respective Earnest Money Deposits.

- 16.4. Term of the Service Agreement: The Service Agreement shall commence on the date of its execution and shall be valid up to the conclusion of the Term.

## **GENERAL TERMS AND CONDITIONS OF CONTRACT**

### **17. PERFORMANCE SECURITY**

- 17.1. In order to ensure the due performance of the awarded contract, the Service Provider/Successful Bidder shall, within 14 (Fourteen) days of entering into the Service Agreement with FSID, furnish an irrevocable bank guarantee for an amount of 03% of the accepted value of the contract (“Performance Security”) failing which an amount of 0.1% penalty per day of the contracted amount will be levied on the Bidder. Penalty is for specified period not exceeding further seven days and in case failure continues, the contract may be terminated by FSID and the bidder will be debarred from bidding for FSID /FSID RFPs in future for a period of at least two years.
- 17.2. The Performance Security in the form of Bank Guarantee shall be drawn from any Commercial Bank drawn in the favour of below account details, payable at Bangalore and is to be deposited in the office Head Commercial, Commercial Dept., Foundation for Science Innovation & Development, Innovation Centre, Indian Institute of Science, Near Maramma Circle Gate, Bengaluru - 560012 and/or intimated to the office through mail.
- 17.3. The Performance Security shall be valid for a period of 60 (Sixty) days from the date of expiry of all contractual obligations. The Performance Guarantee shall be revalidated and replenished immediately upon invocation by FSID. It may require revalidation from time to time as the case may be.
- 17.4. All incidental charges whatsoever such as premium and commission with respect to the Performance Security shall be borne by the Service Provider. No interest will be payable on the Performance Security by FSID.
- 17.5. In the event of any failure/any breach or violation on the part of the Service Provider, which is not cured within reasonable time from receiving a written notice of such failure from FSID, to comply with the requirements of the scope of work specified in this RFP, shall constitute sufficient grounds and entitlement for the enforcement of the Performance Security by FSID.

### **18. SCOPE OF WORK & TIMELINES OF THE PROJECT**

- 18.1. The scope of the work requires the successful bidder to successfully execute services as mentioned in TOR. The requirements may evolve over time. The tentative detailed scope of work during the contract period is mentioned in Annexure I.

- 18.2.** The term of association shall be for 3 months from the date of execution of contract/agreement, or until completion of all contractual obligations as per RFP whichever is later. Minimum 6 months of post-audit support from the date of submission of final audit report. This shall include responding to audit queries, participation in review meetings (online/offline), assistance in revisions to reports/Utilization Certificates (UCs), and providing clarifications to stakeholders. Any support required beyond 6 months, including interactions related to subsequent CAG audit, shall be provided on mutually agreed terms.

## **19. TERMS OF PAYMENT**

- 19.1.** The payment will be made after satisfactory completion and acceptance of the required services as mentioned in Scope of Work. The invoices should be submitted along with satisfactory completion certificate from concerned authorities.
- 19.2.** Time and quality shall be the essence of the contract and payment will be made at actuals as per availability of resource as per attendance report.
- 19.3.** Service Provider should furnish details of the location from where they are going to raise their Bills / Invoices to FSID.
- 19.4.** Service Provider must raise their Bills / Invoices in the name of FSID along with attendance report from the concerned/assigned division of each resource.
- 19.5.** Payment must be subjected to deductions of any amount for which the service provider is liable under the tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at source) as per the current Income-Tax Act and /or any other Govt. Orders / rules. The service provider shall be liable for taxes such as GST or any other applicable tax.
- 19.6.** FSID will pay the amount as per the invoice by way of e-transfer/RTGS/NEFT through public financial management system, subject to satisfactory work and other parameters as may be defined by FSID

## **20. OTHER TERMS AND CONDITIONS OF THE BID**

- 20.1.** All information / details submitted to FSID shall be supported by documentary proof duly certified by the authorised signatory of the Bidder.
- 20.2.** Save as expressly authorized by FSID in writing, the Service Provider shall not, without the prior express approval of FSID, incur any liabilities on behalf of FSID, pledge the credit of FSID or make any representations or give any warranty on behalf of FSID.
- 20.3.** The mere submission of Bids in response to this RFP by a Bidder, or the rejection thereof by FSID, in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between FSID and the Bidder or give rise to or

be deemed to give rise to any cause or grievance to the Bidder against FSID and further shall not for any reason or in any manner confer on the Bidder any right or entitlement to raise any claim regarding any term or condition contained herein nor in respect of any act or omission or decision taken by FSID.

- 20.4.** The Bidder must strictly comply with all terms and conditions herein. FSID reserves the right to call upon any or all the Bidders to satisfy FSID regarding the correctness and genuineness of any document submitted or information furnished by the Bidder or may call for any additional documents / information from the Bidders to verify the information provided by the Bidder or may further seek any clarification or elaboration from the Bidder at any time prior to the finalization of the Bid. However, this shall not be construed to confer any kind of right or entitlement on the Bidder to submit any additional document / information after the submission of its Bid. Further, FSID may call upon any or all the Bidders to make a presentation to FSID in respect of the capabilities represented by the Bidder at any time prior to the finalization of the Bid. Any Bidder who refuses to or otherwise neglects to make such presentation to FSID shall not be considered for any further evaluation and shall stand immediately disqualified.
- 20.5.** The quality of services anticipated to be provided by the Bidder (to be determined primarily on the basis of the documents/information provided by the Bidder) shall be material criteria for awarding the contract as defined in Clause 14 of this document.
- 20.6.** The Bidder shall maintain and provide, at its own expense and to the reasonable satisfaction of FSID, such offices, and other premises, as may be necessary for the efficient and effective performance of its obligations under the scope of work.
- 20.7.** Privileges: The following privileges shall be extended to the Service Provider:
- a.** Performance certificate to be issued by FSID to the Service Provider upon the satisfactory discharge of its services in respect of each Phase of the project.
  - b.** Successful completion certificate to be issued by FSID after completion of contract to the satisfaction of FSID.
- 20.8.** Governing Law and Jurisdiction: The RFP and the relationship between the Bidder and FSID shall be interpreted in accordance with the laws of India. The Courts of Delhi shall have exclusive jurisdiction over any dispute arising in relation to the RFP and/or the relationship between the Bidder and FSID.
- 20.9.** It will be the responsibility of each Bidder to fully acquaint itself with all operational and legal conditions and factors which may have any effect on the execution of the awarded contract as described in the RFP. FSID shall not entertain any request for clarification from the Bidder in relation to such operational or legal conditions. Further, no financial adjustments to the Bids shall be made subsequent to the submission of the Bid on any account whatsoever, including on account of the failure of the Bidder to apprise itself of any legal or local operational conditions / factors. The Bidder cannot be taken

over/bought over by another company during the contract phase. FSID may, at any time, immediately terminate the contract by giving written notice to the successful Bidder without any compensation or liability, if the Bidder commits any breach of contract, has misrepresented, or becomes bankrupt or otherwise insolvent, and/or FSID is not satisfied with the work of the Bidder provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to FSID. However, in the event FSID, wishes to terminate for convenience, it shall serve a notice period of 30 days to the Bidder, without any cost and/or liability.

- 20.10.** The bidder must monitor and deploy sufficient skilled manpower to complete the deliverables as per timelines mentioned in Scope of Work. However, the manpower as deployed by the Bidder, shall remain in the employment of the Bidder for all purposes and there shall be no employer-employee relationship between FSID and personal employed by the Bidder. The relationship between FSID and the Bidder shall be on principal basis only.
- 20.11.** The bidder has to ensure proper deployment of resources at site during all phases and the deployment plan should be communicated to the purchaser in advance.

## **21. PENALTY**

- 21.1.** In case the Service Provider deployed fails to deliver the required deliverables as per timelines in the contract, FSID reserves the right to impose the penalty at 0.50% of the billable value per week subject to a maximum of 10% of the project value inclusive of taxes. However, the total penalty levied during the project duration shall not be more than 10% of the total project value.
- 21.2.** If the performance continues to be poor beyond, what is stipulated in 20.1 above FSID reserves the right to:
  - i.** Cancel/terminate the contract forfeiting the Performance Security besides other rights and remedies as may be available to the FSID.
  - ii.** The Service Provider shall be debarred from participating in such type of tender and his Performance Security may also be forfeited / invoked, if so warranted.
- 21.3.** No Penalty will be imposed for delay attributable to FSID or reasons or reasons which fall within the definition of Force Majeure as per clause 25 of this RFP.
- 21.4.** The Purchaser will make payment after necessary deductions of penalty.
- 21.5.** For delay in service deliverables reasons not pertaining to selected bidder, the Purchaser shall take decision on extension of such timelines and levy of penalty. However, in the event FSID considers extension, the same shall be without any additional compensation/liability on any grounds whatsoever.

## **22. GENERAL TERMS AND CONDITIONS**

- 22.1.** Any default or breach in discharging obligations under this RFP by the selected Bidder while rendering services / supplies to FSID, shall invite all or any actions / sanctions, as the case maybe. The decision of FSID arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any bidder to put pressure of any kind, may disqualify the bidder for the present RFP and the bidder may also be liable to be debarred from bidding for FSID /FSID RFPs in future for a period of at least three years.
- 22.2.** FSID reserves the right to modify and amend any of the stipulated condition/criterion given in this RFP, depending upon project priorities vis-à-vis urgent commitments.
- 22.3.** FSID also reserves the right to accept/reject a bid, to cancel/abort RFP process and/or reject all bids at any time prior to award of work without thereby incurring any liability to the affected agencies on the grounds of such action taken by FSID.
- 22.4.** FSID may not award any work to the any bidder at its own discretion without assigning any reason thereof.
- 22.5.** Any default by the bidders in respect of RFP terms & conditions will lead to rejection of the bid.
- 22.6.** The decision of FSID arrived during the various stages of the evaluation of the bids is final & binding on all bidders. Any representation towards these shall not be entertained by FSID. Reasons for rejecting a bid will be disclosed only when an enquiry is made by the concerned bidder.
- 22.7.** In case the bidder is found in-breach of any condition(s) of RFP at any stage during the course of project deployment period, the legal action as per rules/laws will be taken.
- 22.8.** Any attempt by bidder to bring pressure towards FSID's decision making process, such Bidder shall be disqualified for participation in the present RFP and those Bidders may be liable to be debarred from bidding for FSID /FSID RFPs in future for a period of at least three years.
- 22.9.** Printed/written conditions mentioned in the RFP bids submitted by Bidder will disqualify them and will not be binding on FSID.
- 22.10.** Upon verification, evaluation/assessment, if in case any information furnished by the Agency is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained. FSID will not be responsible for any misinterpretation or wrong assumption by the Agency, while responding to this RFP.
- 22.11.** Only those bidders, who satisfy the eligibility requirements and accept the terms and conditions of this RFP document, shall be short-listed for further evaluation.

- 22.12.** It is urged through this RFP that misrepresentation of facts shall be dealt with seriously and may lead to debarring from bidding for FSID /FSID RFPs in future for a period of at least three years.
- 22.13.** Bidders are requested to share information which is true and based some tangible proofs.
- 22.14.** The contract is for providing internal audit services and not for supply of General Contract Labour. The personnel employed by the Successful Bidder for providing the services shall be its employees/ staff and not of FSID, in any way whatsoever. There shall be no employer-employee relationship under any circumstances whatsoever.
- 22.15.** Effective Date of Contract: The Contract shall become effective on the date both parties affix their signatures to the Contract (the "Effective Date") and shall remain in force until all obligations of both parties under the Contract have been fulfilled. The delivery of goods, supply of items, and performance of services shall commence from the effective date of the supply order.
- 22.16.** The bidders must submit a Certificate of Undertaking on their letter head duly signed by the authorized signatory that all the terms & conditions of this RFP are acceptable to them.
- 22.17.** Insurance and Waiver of Liability - The Successful Bidder will bear the cost, throughout the term of the work, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in the Authority premises, including death or injury caused by the sole negligence of the Successful Bidder or the Successful Bidder's failure to perform its obligations under the Agreement. The Successful Bidder shall submit to the Authority, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e., avoiding the insurance cover, the Successful Bidder agrees and undertakes to indemnify and hold the Authority harmless against any liability, losses, damages, claims, expenses suffered by the Authority because of such default by the Successful Bidder.
- 22.18.** The Successful Bidder shall also be responsible for maintenance of proper records as required under the provisions of various prevailing Labour Laws as amended from time to time / Statutory Acts applicable to the Successful Bidder and its employees such as attendance register, overtime register, advance register, register of deductions for damage & loss, register of fines, accident register etc. and produce them for inspection as and when demanded by FSID or any appropriate Labour authorities.
- 22.19.** The Successful Bidder shall make the payment to its employees / personnel engaged by it as per minimum wages notified by the Office of the Central Labour Commissioner from time to time and shall also make all other payments under any beneficial scheme or otherwise. The Successful Bidder shall satisfy FSID showing adequate recorded proof that the minimum wages, ESIC, contribution to Provident Fund or Gratuity or contribution to any beneficial scheme / fund as applicable are being paid to its personnel / employees as required under various

Statutory Acts, rules, regulations, directions etc. notified by the Government from time to time.

- 22.20.** The Successful Bidder shall not employ any person who is prohibited by law from being employed.
- 22.21.** FSID shall not be responsible for any accident/injury or loss of life of any of the persons engaged by the Successful Bidder that may take place while performing/ executing the contract. Any compensation or expenditure towards the treatment of such injury or loss of life shall be sole responsibility of the Successful Bidder. At its cost, the Successful Bidder shall obtain appropriate/adequate fidelity insurance policy to its personnel towards meeting the liability of compensation arising out of death, injury, disablement, etc. while at work (documentary evidence to be submitted within one month), in case necessary remittances are not being made by the Successful Bidder to ESIC for each security guard.
- 22.22.** FSID on its part shall not be liable to pay any charges, dues, compensation under any of the labour or industrial laws or other laws applicable to the personnel which shall be the sole responsibility of the Successful Bidder and the Successful Bidder alone shall be the employer of such personnel/employees.
- 22.23.** The Successful Bidder shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel and ensure that all its personnel are aware of the code of conduct governing the services including the housekeeping Services and resultant disciplinary action in case of breach of code of conduct by them during the course of their engagement for provision of Security Services contemplated herein.
- 22.24.** The Successful Bidder shall not exercise any lien or right of set-off of appropriation on any of the assets, properties, documents, instruments or instruments or material belonging to FSID and in the custody or which may come in the custody of the Successful Bidder for any amount due or claimed to be due by the Successful Bidder from FSID
- 22.25.** The Successful Bidder shall use the granted space under the Agreement only for those services provided therein and shall not use the same for any other purposes. In case, the Successful Bidder carries on any business or uses the said premises for any other purposes the contract shall deemed to have been misused and the Authority shall immediately terminate the said Agreement. All liabilities for misused charges and misuser proceedings, if so initiated shall be that of the Successful Bidder only. The Successful Bidder will indemnify and keep indemnified the Authority for any losses on this account.

### **23. REPRESENTATIONS AND WARRANTIES**

- 23.1.** FSID, along with its employees, representatives, advisers, make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or

otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

- 23.2.** FSID may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- 23.3.** The Bidder declares that all the information provided are truthful information without concealment of any facts. In case, at any stage, it is found that any information given by the Bidder is false / incorrect / concealed, then FSID shall have the absolute right to take any action as deemed fit including but not limited to dropping the Bidder from consideration for award of work and/or debarment/blacklisting etc. without incurring any liability to the affected bidder(s) on the ground of FSID's action.
- 23.4.** The Bidder declares that no effort has been used by the Bidder to influence the Bid comparison / evaluation / work award decision by way of overt / covert canvassing. Such an effort shall result in non-consideration / rejection of its Bid.

#### **24. INDEMNIFICATIONS AND LIABILITIES**

- 24.1.** The bidder shall fully indemnify, hold harmless and defend FSID and its Officers/Employees/Agents/Stockholders/Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third-party claim including claims for infringement of Intellectual Property Rights, which arise out of or relate to:
- i.** any breach of any representation or warranty of the bidder contained in the RFP,
  - ii.** any breach or violation of any covenant or other obligation or duty of the bidder under this RFP. FSID accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.
- 24.2.** FSID reserves the right to accept or reject any or all proposal (s) or to annul the RFP process in to and reject all proposals at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of FSID's action.
- 24.3.** The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bids 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 Bids. All such costs and expenses will remain with the Bidder and FSID shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bids, regardless of the conduct or outcome of the Selection Process.

- 24.4. The Successful Bidder shall at all times indemnify and keep indemnified FSID against all claims/third party claims/damages etc. for any infringement of Intellectual Property Rights (IPRs) while providing its services under the Project.
- 24.5. The Successful Bidder shall at all times indemnify and keep indemnified FSID against any claims in respect of any damages or compensation payable in consequences of any accident, demise, or injury sustained or suffered by its (the Successful Bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Successful Bidder.
- 24.6. The Successful Bidder shall at all times indemnify and keep indemnified FSID against and any claims by Employees in respect of wages, salaries, remuneration, compensation, or the like.
- 24.7. All claims regarding indemnity shall survive the termination or expiry of the Contract.

## **25. TERMINATION**

- 25.1. FSID may terminate the Service Agreement by serving written notice of 30 days:
- a. In case the Bidder/Service Provider is in direct breach of contractual terms and conditions and in the performance of its contractual obligations.
  - b. In the event services of the Bidder are not satisfactory or up to the mark.
  - c. If the Bidder/Service Provider becomes insolvent or goes into liquidation or receivership, whether compulsory or voluntary, and which has substantial bearing on providing services under the Service Agreement.
  - d. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings
  - e. If the Service Provider is determined to have engaged in corrupt or fraudulent practices in competing for or in executing the Service Agreement.
  - f. If the Service Provider submits to FSID a false statement which has a material effect on the rights, obligations, or interests of FSID.
  - g. Any other reason as deemed fit by FSID.
- 25.2. The Successful Bidder may terminate the Agreement, by serving a 60 day written notice to FSID, if they reasonably determine and submit that they can no longer provide the Services in accordance with applicable law or professional obligations and in such scenarios, FSID reserves the right to forfeit the Performance Security after due evaluation.

## **26. FORCE MAJEURE**

- 26.1. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts done in sovereign or contractual capacity, wars or revolutions, fires, floods,

epidemics, pandemics quarantine restrictions, lockdowns and freight embargoes. The Successful Bidder shall not be liable for imposition of any such sanction so long the delay and/or failure of the Successful Bidder in fulfilling its obligations under the contract is the result of an event of Force Majeure.

- 26.2. If a Force Majeure situation arises, the Successful Bidder shall promptly notify FSID, Bangalore in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by FSID, Bangalore in writing, the Successful Bidder 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.
- 26.3. 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 60 (sixty) days, FSID may at its option terminate the contract without any financial repercussion on either side.
- 26.4. During the period of the Successful Bidder's 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
- 26.5. In case due to a Force Majeure event FSID, Bangalore is unable to fulfil its contractual commitment and responsibility, FSID, Bangalore will notify the Successful Bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

## **27. DISPUTE SETTLEMENT MECHANISM**

- 27.1. Any dispute, difference or controversy of whatsoever nature, arising out of or in relation to this RFP (including its interpretation) between the Bidder and FSID, and so notified through notice in writing addressed by either party to the other party, shall, in the first instance, be attempted to be resolved amicably in accordance with the mediation procedure set forth in Clause 2.2.
- 27.2. **Amicable Settlement:** 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. However, if the disputes are not resolved by the discussions within a period of fifteen (15) days from the date of receiving of notice by the other party, then the same shall be settled by binding arbitration as mentioned in Clause 26.3.
- 27.3. **Arbitration:** If any difference or disputes arises under this RFP and/or the Agreement, as the case may be, which cannot otherwise be amicably resolved between the parties, then such dispute shall be settled by way of arbitration and either Party shall be entitled to refer the dispute to Arbitration under Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof in

force. The Arbitration shall be conducted before Arbitral Tribunal comprising of a sole arbitrator to be appointed with the mutual consent of the Parties or appointed by Hon'ble High Court of Delhi while deciding an application under Section 11 of the Act. The arbitration proceedings shall be conducted as per Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.

- 27.4.** The venue for arbitration shall be India International Arbitration Centre, Bangalore in accordance with the D.O. No. A-60011/50/2023-ADR dated 05.04.2024 and the courts of Bangalore shall be vested with exclusive jurisdiction and the seat/venue of arbitration shall be at Bangalore and the language of arbitration proceedings and that of all documents and communications between the parties shall be English.
- 27.5.** The arbitration award shall be final, and the judgment thereupon may be entered in the courts of competent jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.
- 27.6.** 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.
- 27.7.** 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.
- 27.8.** FSID shall have the right to bring an action seeking injunctive or other equitable relief before the courts at Bangalore, India if it reasonably believes that damages may not be an adequate remedy for any breach by the Bidder.

## **28. APPLICABLE LAW**

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

## **29. RESERVED RIGHTS**

- 29.1.** FSID reserves the right to;
- i. Accept/reject any of the RFP clause in full or part without assigning any reason thereof.
  - ii. Revise the requirement at a later stage as and when required.
  - iii. Amend, modify, relax, or waive/delete any of the conditions/ scope of work stipulated in the RFP wherever deemed necessary, even after award of work.
- 29.2.** In the event of any misstatement or misrepresentation being discovered or detected in the information furnished from the documents submitted by the Bidder in response to this RFP or at any later stage, or in the event of any contravention by the Bidder of any condition or criterion stipulated, FSID shall terminate or cancel the appointment / engagement of the Bidder, and nothing shall be payable or be paid by FSID to the Bidder as compensation/damages or penalty.

- 29.3. FSID will not be liable for any costs, damages or losses incurred by any Bidder participating in this RFP, if FSID decides to cancel the RFP process or for any reason whatsoever.
- 29.4. The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including but not limited to costs incurred in conduct of informative and other diligence activities, participation in meetings / discussions / presentations, preparation of proposal or costs incurred for providing any additional information required by FSID to facilitate the evaluation process.
- 29.5. The submission of a response to this RFP by any Bidder confirms the Bidder's acceptance of all terms and conditions of this RFP including the amended terms and conditions (if any). Further, by doing so, the Bidder acknowledges that it has:
- Understood and examined the extent of the Rights, scope of Work and other information made available in writing by FSID, for the purpose of this RFP.
  - Examined all information relevant to the risks, contingencies and other circumstances that could affect the RFP; and
  - Satisfy itself as to the correctness and sufficiency of the RFP.
  - Bidders to this RFP or their agents may not make any contact with any party employed by or directly associated with FSID or any of its government partners in relation to this RFP. Any clarifications and all information will be via e-mail only to [samrat.t@fsid-iisc.in](mailto:samrat.t@fsid-iisc.in). No queries shall be entertained by FSID after scheduled date and time mentioned in Bid schedule of the RFP.

### 30. CORRUPT OR FRAUDULENT PRACTICES

- 30.1. Bidder/Successful Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Bid, the Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Processing Fee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter-alia, time, cost and effort of the Authority, in regard to the BID, including consideration and evaluation of such Bidder's Proposal. In pursuance of this policy, FSID: -
- i. 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.
  - ii. Will declare a firm ineligible or debar/blacklist, either indefinitely or for a stated period of time, to be awarded a contract by FSID, if at any time, it is determined that the firm has engaged in corrupt or fraudulent or collusion or coercive practices or gross/deliberate negligence in competing for, or in executing the contract.

- 30.2. 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.
- 30.3. Without prejudice to the rights of the Authority under Clause 29.1 & 29.2 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 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.
- 30.4. For the purposes of the said Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding 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 the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
  - b. “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - c. “**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 Bidding Process;

- d. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e. **“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 Bidding Process.

### **31. CONFIDENTIALITY**

- 31.1.** The Bidder agrees and acknowledges that this RFP is confidential and the Bidder, by downloading the RFP document, agrees and undertakes that nothing contained in this RFP shall be disclosed in any manner whatsoever, except to the financial and legal advisors of such Bidder. The undue use by any Bidder of confidential information related to the Bid process may, at the sole discretion of FSID, result in the rejection of its Bid. The Bidder shall further ensure that such financial and legal advisors or any other employees, representatives of the Bidder maintain confidentiality of the RFP, and any information disclosed to them in relation thereto.
- 31.2.** The Bidder is not authorized to waive or release any privileged information obtained from or on behalf of FSID. The Bidder is required to maintain the confidentiality of all privileged information. This requirement is perpetual i.e., it will continue even after the termination of the relationship between the Bidder and FSID. This requirement is also intended to prohibit the Bidder from using information obtained from or on behalf of FSID or its successors or assignees, including work product prepared at FSID’s expense, for other clients of the Bidder without the prior written approval of FSID. The Bidder is not authorized to identify FSID as a client for the purposes of marketing or for advertising, without the prior written approval of FSID. Upon termination of the relationship, the Bidder agrees to return promptly all information obtained from or on behalf of FSID or any copies thereof to FSID. The Bidder is not authorized to communicate with the public, including the press, about any matter in relation to its relationship with FSID without the prior written approval of FSID.
- 31.3.** All information and documents that are furnished by the Bidder will be treated as strictly confidential by FSID and shall not be disclosed by FSID to any other party, or otherwise used by itself, other than (a) for evaluating the Bids submitted; or (b) as required by Applicable Law.

### **32. CONFLICT OF INTEREST**

- 32.1.** A bidder shall not have conflict of interest that may affect the selection process or the consultancy. Any bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, FSID shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and

damages payable to FSID for inter-alia, the time, cost and effort of FSID including consideration of such bidder's proposal, without prejudice to any other right or remedy that may be available to FSID hereunder or otherwise

### **33. TRANSFER AND SUB-LETTING:**

- 33.1.** The Bidder shall have no right to assign, transfer, sell, sublet, or otherwise dispose of any part of its obligations under this RFP. The Bidder is also prohibited from allowing any third party to benefit from or take advantage of this Contract or any portion thereof.

### **34. NEGLIGENCE**

- 34.1.** If the firm neglects to execute the work with due diligence and expedition or refuses or neglects to comply with any reasonable order given in writing by the FSID in connection with Work order or shall contravene the provisions of the Work order, FSID may give 21 days' notice, in writing, to the firm to make good the failure, neglect or contravention complained of and should the firm fail to comply with the notice within reasonable time from the date of service thereof, in case of failure, neglect or contravention capable of being made good, within that time or otherwise within such time as may be reasonably necessary for making it good, then and in such cases, FSID shall be at liberty to take the Contract wholly or partly out of the hands of the bidder and reconstruct at reasonable price with any other person or persons. In such an event it shall be lawful for FSID to retain any such balance which may otherwise be due by him to the firm on any account including the security money and apply the same towards the execution of the whole or balance of the works so re-contracted, as aforeFSIDd. If no such balance is due by FSID to the firm or if due, is not sufficient to cover the amount thus recoverable from the firm, it shall be lawful for FSID to recover the whole or balance of the amount from the firm by action of law.

### **35. ACCOUNTING, INSPECTING, AND AUDITING**

The Successful Bidder (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative, up to two years from the expiration or termination of this Contract/Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.

## **ANNEXURE 'I' TERMS OF REFERENCE (TOR)**

### **1. ABOUT**

Foundation for Science Innovation & Development (FSID), a Section 8 Company promoted by the Indian Institute of Science (IISc), Bengaluru, invites proposals from CAG empanelled Chartered Accountant Firms for undertaking an Independent Financial Audit of the SamridDHI Programme for the financial years FY 2023–24 to FY 2025–26. The audit is intended to provide an independent assessment of financial management, compliance with applicable Government of India rules (including GFR), and proper utilization of funds under the programme.

### **2. SCOPE OF WORK & TIMELINE**

The selected firm shall undertake a comprehensive program-level financial audit covering all implementing units and partner locations under the SamridDHI Programme.

The audit shall be completed within 90 days from the date of award of contract. The audit team shall be deployed within 7 days of issuance of Purchase Order.

The scope includes both desk review and field verification, including visits to partner locations such as Delhi, Goa, Indore, Pune, Thiruvananthapuram, and Bengaluru.

#### **2.1 DETAILED SCOPE OF AUDIT**

The audit shall include, but not be limited to, the following:

##### **A. Financial and Compliance Audit**

1. Verification of financial statements and books of accounts for the program period.
2. Assessment of compliance with General Financial Rules (GFR), funding guidelines, and internal policies.
3. Review of procurement procedures, tendering processes, and sanction approvals.
4. Verification of claims versus actual expenditure, including supporting documentation.
5. Ensuring expenditures are within approved budgets and financial norms.

##### **B. Expenditure and Fund Utilization Review**

6. Detailed assessment of Capital Expenditure (CapEx) and Operational Expenditure (OpEx).
7. Verification of grant utilization and fund flow across implementing partners.
8. Identification of unutilized funds, excess payments, or ineligible expenditures.

9. Review of adherence to sanction terms and conditions.

### **C. Asset Verification and Management**

10. Scrutiny of asset registers and fixed asset records.
11. Physical verification of assets at selected partner locations.
12. Verification of asset capitalization, tagging, and disposal procedures.
13. Assessment of controls over asset custody and usage.

### **D. Accounting and Internal Control Review**

14. Evaluation of bookkeeping practices and accounting systems.
15. Review of internal controls over financial reporting.
16. Verification of bank transactions, reconciliations, and cash management.
17. Assessment of controls to prevent fraud, errors, or misappropriation.

### **E. Operational and Administrative Review**

18. Review of contract compliance with partners/vendors.
19. Assessment of HR/payroll related expenditures, travel claims, and reimbursements.
20. Evaluation of procurement efficiency and documentation standards.
21. Identification of process gaps and recommendations for improvement.

### **F. Audit Methodology**

22. Conduct 100% vouching for all transactions and critical months.
23. Perform test checks for remaining transactions.
24. Issue audit queries/memos during the audit and obtain responses.
25. Discuss observations with FSID officials before finalization.

### **G. Reporting Requirements**

26. Submission of a Draft Audit Report for management comments.
27. Submission of Final Audit Report incorporating responses.
28. Report shall include:
  - **Part A:** Major observations (financial irregularities, deviations, non-compliance, losses, etc.)
  - **Part B:** Procedural lapses and improvement areas
29. Provide recommendations for strengthening financial systems and controls.
30. Provide certification of utilization of funds, if required.

## H. CAG Audit Readiness & Documentation Support

The auditor shall assist FSID in ensuring that all financial records, supporting documents, and audit trails are maintained and organized in a manner suitable for review by statutory authorities, including the Comptroller and Auditor General (CAG) of India.

This shall include:

- Review and validation of supporting documentation for expenditures
- Ensuring completeness and traceability of financial records
- Assistance in preparation/restructuring of documentation required for audit scrutiny
- Guidance on addressing audit observations and strengthening documentation gaps
- Support in responding to queries arising during external/CAG audit (within the defined post-audit support period)

I. The bidder shall be responsible for undertaking site visits to all relevant partner locations as required for satisfactory completion of the audit. The number and frequency of such visits shall be determined by the auditor based on their professional assessment of the scope of work. The quoted price shall be inclusive of all travel, boarding, lodging, and incidental expenses for such visits, and no additional payment shall be made on this account. The bidder is deemed to have understood the geographical spread, scope complexity, and logistical requirements before quoting.

### **2.2 POST AUDIT SUPPORT**

The selected firm shall provide post-audit support for a minimum period of 6 months from the date of submission of the final audit report. This shall include:

- Responding to audit queries
- Participation in review meetings (online/offline)
- Assistance in revisions to audit reports and Utilization Certificates (UCs)
- Providing clarifications to FSID, PRMC, or other stakeholders

Any support beyond this period, including assistance during subsequent CAG audit, shall be on mutually agreed terms.

### **2.3 DELIVERABLES**

The following deliverables shall be submitted:

1. Audit Plan and Methodology
2. Periodic Progress Updates
3. Draft Audit Report
4. Final Audit Report
5. Supporting annexures (audit observations, responses, working papers summary)
6. Utilization Certification (if applicable)

## ANNEXURE 'II' | DOCUMENTS TO BE SUBMITTED

The following documents are to be submitted with the RFP. Upload online the scanned copies as per the instructions mentioned in Annexure X.

Sl. No.	Criteria	Document to be submitted online
<b>I. General Documents</b>		
1.	<b>Bid Security</b>	Required Documents for EMD /Bid security as per clause 10 of RFP.
2.	<b>Bid Submission Form</b>	Scanned copy of Signed and Stamped Bid Submission Form as per <u>Annexure IV</u> .
3.	<b>Authorized Signatory</b>	Scanned copy of Power of Attorney in favour of Authorised signatory of Bidding Documents. OR Signed and scanned copy of Board resolution in favour of Authorized signatory of the bidder. (Sample Attached at <u>Annexure VI</u> )
4.	<b>Declaration of Acceptance</b>	A declaration confirming Acceptance of all terms and Conditions of the RFP and its subsequent amendments without any deviation.
<b>II. Qualification Documents: Criteria as Mentioned in Clause 1 of <u>Annexure III</u>.</b>		
5.	<b>Legal Entity</b>	Copy of Incorporation Certificate, Partnership Deed etc. + Copy of Registration Certificates with the GST & IT (PAN) Authorities
6.	<b>Bidder's Credential</b>	Annexure VII along with Work Order + Completion Certificates/ payment proof of client to the extent of project cost/ certification from CA certifying receipt of payment to the extent of the project <b>shall be submitted</b>
7.	<b>Turnover</b>	Certificate by Statutory Auditor/ Chartered Accountant stating turnover and net positive worth in required financial years as per Annexure VIII.
8.	<b>FIT and Proper Person</b>	Required Self Declaration
9.	<b>Declaration for non-blacklisting</b>	Declaration of non-blacklisting
10.	<b>DECLARATION As per GFR Clause 144 (xi)</b>	DECLARATION As per format at Annexure-XIV.
11.	<b>Declaration for Local content</b>	DECLARATION As per format at Annexure-XIII
12.	<b>Address Proof &amp; Availability of office in the state of Consignee (Delhi)</b>	Certified copy of requisite Document
13.	<b>CAG Empanelment</b>	Copy of relevant valid empanelment
14.	<b>Manpower</b>	CVs of all desired CA Partners as per format at <u>Annexure XVII</u> .
<b>III. Financial Bid</b>		
15.	<b>Financial Bid</b>	<b>As per format at Annexure IX, Price Bid Format.</b>

### Note:

- a) Wherever applicable, the above documents shall be used for evaluation purpose as well. It is the responsibility of Bidder to go through the Bidding Document to

ensure furnishing of all required documents in addition to above. All the Bids so submitted must be unconditional. FSID reserves its right to demand for original documents as and when required. Nonproduction of original documents shall be considered as a material deviation and may render the cancellation of bid followed by consequences such as forfeiture for Bid amount/Performance security at the discretion of FSID.

## ANNEXURE 'III' | QUALIFICATION CRITERIA

S. No.	Pre-Qualification Criteria	Supporting Document (To be submitted at the time of submission of Bid)
<b>A. Legal Status</b>		
i.	The applicant should be a legal entity registered under the relevant statute for the at least last 10 years.	Copy of 'Certificate of Incorporation' or Registration Certificate duly attested by authorized signatory.
ii	The Applicant must be empanelled with CAG.	Copy of certificate duly attested by authorized signatory.
iii	Applicant must have at least 4 (Four) full time qualified CA partners	Copy of ICAI certificate duly attested by authorized signatory.
iv	Applicant must have at least 3 FCA partners, of which at least four (02) partners should have been in practice in the firm for a minimum period of ten years.	Copy of certificate duly attested by authorized signatory (Format of CV at <b>Annexure- XVII</b> )
v	Applicant must have at least 1 DISA OR CISA (ISCA, USA) qualified CA partners.	Copy of certificate duly attested by authorized signatory.
vi	Applicant must have qualified partners having Certificate Course on: 1. Forensic Accounting & Fraud Detection (FAFD), 2. Public Finance & Government Accounting (PFGA) and 3. GST	Copy of certificate duly attested by authorized signatory.
vii	Applicant should not stand debarred/ blacklisted on the last day of submission of offer by any Central/ State Government sector/ Public Sector Units/ Autonomous bodies/ Public Sector Banks/ Statutory bodies	Undertaking signed by the authorized signatory that the applicant has not been debarred.

	due to corrupt, fraudulent or any other unethical business practices.	
viii	The Applicant must have Head Office in Bangalore	Copy of certificate duly attested by authorized signatory.
<b>B. Financial Capacity</b>		
ix	Average annual financial turnover should be at least INR 20 Lakhs irrespective of estimated cost involved during the last three years , ending 31 <sup>st</sup> March of the previous Financial Year.	Self-attested copy of audited financial statements for 3 financial years duly authenticated by CA ( <b>Annexure-VIII</b> )
<b>C. Technical Capacity</b>		
x	The applicant should have work experience of providing services of auditing services and preparation of accounts for at least 3 central-funded autonomous bodies or institutions in India in the last 5 years.	Copy of appointment letter duly attested by authorized signatory.
<b>D. Fit and proper person</b>		
xi	Applicant should be Fit and Proper person as per the criteria defined in this RFP document.	Self-certificate and/or Letter of Undertaking to this effect on Applicant's letter head signed by Applicant's authorized signatory.
<b>E. Declarations</b>		
xii	DECLARATION As per GFR Clause 144 (xi)	Declaration as per format at <b>Annexure-XIV</b> .
xiii	Declaration for Local content	Declaration as per format at <b>Annexure-XIII</b>

**Conditions for Fit and Proper Person:** For the purpose of determining whether an applicant is a 'Fit and Proper Person', FSID may take the indicative criteria mentioned below:

- a. Financial integrity of the Applicant.

- b. Ability of the applicant to undertake all obligations set out under this RFP.
- c. Absence of convictions or civil liabilities against the applicant.
- d. Absence of any previous debarment of the applicant, in accordance with the General Financial Rules, 2017, provided such debarment is still existing.
- e. Absence of any disqualification as specified below:
  - Conviction of the applicant or any of its respective directors, partners, executives, or key managerial personnel by any judicial body for any offence involving moral turpitude, economic offence, securities laws or fraud or any offence under the Prevention of Corruption Act, 1988 or the Indian Penal Code, or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
  - Admission of an application for winding up or liquidation under the Insolvency and Bankruptcy Code, 2016 (IBC) or any applicable law against the applicant or any of its directors and partners.
  - Any action or proceeding being initiated under the insolvency and bankruptcy laws or any other applicable law, including but not limited to declaration of Insolvency or Bankruptcy, disqualification or de-recognition by any professional body being initiated against the applicant.
  - Current or previous banning of the applicant or its respective directors, partners, executives, or key managerial personnel by the governing body of any organization from involvement in the administration of or any form of participation in such organization, for any reason.
  - Default by applicant or any of its directors, partners, executives, or key managerial personnel for any of its obligations to a financial institution in the last 03 (three) financial years.
  - The applicant should not have been barred by the central government, any state government, a statutory authority, or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the proposal.

**Note:**

- Documentation required against each criterion is detailed in **Annexure-II** above.
- Applicants who do not meet the required qualification criteria shall be treated as

‘Non – Responsive’ and their applications will not be considered further process.

- Bids will be evaluated based on the Least Cost System. Further, the bidder qualifying the technical bid which is as per the criteria defined in **Annexure III**, will be considered a ‘**Technical Responsive Bidder.**’ Only financial bids of technically responsive bidders will be opened.

## ANNEXURE 'IV' | BID SUBMISSION FORM

To

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

**Ref: Your Bidding Document No.**

Dear Sir,

1. With reference to the RFP dated \_\_\_\_\_ for the above captioned project and clarification issued by FSID, Bangalore, thereof, I/We \_\_\_\_\_, having examined all relevant documents and understood their contents, hereby submit our proposal for engagement with FSID (Foundation for Science Innovation and Development) for selection of agency for ..... as per terms mentioned in this RFP.
2. All information provided in the proposal and in the appendices is true and correct, and all documents accompanying such proposal are true copies of their respective originals.
3. This statement is made for the express purpose of this RFP and for associating with FSID for the aforesaid project.
4. I/We shall make available to FSID any additional information it may deem necessary or require for supplementing or authenticating the proposal.
5. I/We acknowledge the right of the FSID to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We agree to keep our bid valid for acceptance for 120 (One Hundred Twenty) days or for a 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. We further confirm that, until a formal contract is executed, this bid read with your written acceptance thereof within the aforesaid period, shall constitute a binding contract between us. I/ We acknowledge and agree that FSID shall be entitled to forfeit the performance security without protest and demur in case of any breach of terms and conditions of RFP/Agreement by us.
7. I/We certify that in the last three years, we or any of our associates have neither failed to perform on any contract, as evidenced by the imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
8. I/we certify that we fulfil the "Fit and Proper Person" criteria as mentioned in this RFP document.
9. I/we understand that FSID may cancel the selection process at any time and that FSID is neither bound to accept any proposal that FSID may receive nor to select the bidder without incurring any liability to the bidders.
10. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of the Power of Attorney/Board Resolution is enclosed.)
11. The information provided herewith is true and correct to our best knowledge. If any discrepancy is found in the information provided or if the information provided is

found to be incorrect, our firm would be fully responsible for that. We understand in such cases, our bids are liable to be rejected.

I declare that:

- a. I/We have examined and have no reservations about RFP documents, including any addendum issued by FSID.
- b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with FSID or any other public sector enterprise or any government, Central or State; and
- c. I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
- d. It is certified that the bidder is not directly related to any employee of the Foundation for Science Innovation and Development. A person is deemed to be a relative of another if, and only if
  - a. They are members of a Hindu undivided family; or
  - b. They are husband and wife; or
  - c. The one is not legally related to the other Sister (including stepsister)

Yours faithfully,

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

**ANNEXURE 'V' | 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 and Development, Bangalore 110003 (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:

- (1) 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 Rate 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 authorised officer of the Bank)

\_\_\_\_\_  
Name and designation of the officer

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

**ANNEXURE ‘VI’ | POWER OF ATTORNEY (SAMPLE)**

**(Note- Board resolution in case of company)**

(Note- Board resolution in case of company)

Know all men by these presents, we, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms ..... son/daughter/wife 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 “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for Engagement with FSID including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre- proposal and other conferences and providing information/ responses to FSID, representing us in all matters before FSID, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with FSID, in all matters in connection with or relating to or arising out of our Proposal for said Project and/or upon award thereof to us till the entering into of the Agreement with FSID.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds, and things done by our said Authorized Representative 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 PRINCIPAL  
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS  
..... DAY OF  
.....  
, 2026.

For .....

(Signature, name, designation, and address) Witnesses:

1.

2.

Notarized Accepted

.....

(Signature, name, designation, and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of INR 100 (Hundred) and duly notarized by a Notary Public.

## ANNEXURE 'VII' | ELIGIBLE PROJECTS UNDERTAKEN BY THE BIDDER

The following information should be provided in the format below for each Eligible Project for which Bidder was legally contracted by the respective Purchaser/Client of the Bidder stated as a single entity.

(i)	Assignment Name	
(ii)	Type of Project	
(iii)	Name, Contact No. & email of the Purchaser Representative:	
(iv)	Year in which Project took place	
(v)	Location of Project	
(vi)	Contract Value	
(vii)	Payment received	
(viii)	Narrative Description of the Scope of work of the assignment	
(ix)	Status of the assignment	

### IMPORTANT:

1. Use separate sheet for each Eligible Project. Please mark each sheet as Annexure VII(a), Annexure VII(b), Annexure VII(c)... for each different project.
2. Please provide proof of eligible projects undertaken with a copy of Successful Completion Certificate attached from the Purchaser. In case Successful Completion Certificate is not available, copy of work order/copy of agreement along with bank statement in respect of the same countersigned by CA must be submitted. The submitted testimonial MUST contain detailed description of work (Scope of Work and TOR) carried out by the Bidder.

## ANNEXURE 'VIII' | ANNUAL TURNOVER

S. NO.	FINANCIAL YEAR	ANNUAL TURNOVER (INR)
1.	2021-22	
2.	2022-23	
3.	2023-24	

**Certificate from the Statutory Auditor**

This is to certify that the average turnover of the applicant from in the last three years is Rs. . (In words)

**Name of the audit firm:**

**Seal of the audit firm Date:**

(Signature, name and designation of the authorized signatory)

Note:

In case the applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant (CA) that ordinarily audits the annual accounts of the Applicant.

## ANNEXURE 'IX' |PRICE BID FORMAT

**The format for uploading the price bid that will be uploaded in the GeM Portal. Not to be submitted as a part of Technical Bid, Submission of Price Bid as a part of the technical bid will lead to rejection of bid.**

S. N.	Particular	Unit	Amount in INR exclusive of GST	GST %	Amount of GST	Total quoted amount in INR including GST and all other taxes and duties
			A	B	$C=A*B$	$D=A+C$
	Lump sum amount for Conduct of Audit as per scope of work specified in <b>Annexure-I</b>	Lumpsum				

**Note:.**

- 1. Taxes will be applicable as per existing government norms.**
- 2. Bidder should consider all overhead costs while quoting.**

## **ANNEXURE 'X' |- INSTRUCTIONS FOR ONLINE BID SUBMISSION**

Please refer to GeM Portal (<https://gem.gov.in>) for instruction on online bid submission.

ANNEXURE 'XII' |- BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

(To be shared with Purchase Order)

**ANNEXURE 'XIII' |- Format for MII declaration**

**(To be printed on 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)**

**ANNEXURE 'XIV' |- Format for Self-Declaration regarding Restriction under Rule 144 (XI) of GFR 2017 (Land Border Sharing)**

**(To be printed on letter head)**

**DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM**

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

- 1) I have read the Order (Public Procurement No.1, 2 & 3) dated 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**

**ANNEXURE 'XV' |- Format for Undertaking towards not being Blacklisted**

I,\_\_\_\_Authorized Signatory of M/s\_\_\_\_\_ hereby give undertaking that we, as a company are not black-listed by any Government Department/Regulatory body/CPSU/ PSU Banks/Autonomous Bodies/Statutory Bodies/ or any entity controlled by them under any Central/ State Govt/ PSU Act/ Rule or by National/ International financial Institutions.

Further, if information furnished above stands false at any stage, we shall be completely liable for actions taken by FSID as per terms & conditions of the tender including disqualification and exclusion from future contracts/assignments.

**(Signature of Authorized Signatory) Name:**

**Designation:**

**Seal:**

**ANNEXURE 'XVI' |- Bid Securing Declaration**

**(To be submitted by bidder seeking EMD exemptions)**

Bidder's Reference No. \_\_\_\_\_

Date.....

To

Head Commercial

Foundation for Science Innovation & Development

Innovation Centre, IISc Bengaluru - 560012

Ref: Tender Document No... .. for  
.....

Sir/ Madam,

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

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

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

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

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

(Signature with date) .....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on ..... day of..... [insert date of signing]

Place ..... [ insert place of signing]

DA:.....

## ANNEXURE 'XVII' | FORMAT OF CV

(CVs of all desired CA Partners as per Qualification Criteria needs to be furnish)

### FORMAT FOR CV

#### Profile

S.No.	Particulars	Detail
1	Name of Firm	
2	Name of Professional	
3	Date of Birth	
4	Country of Citizenship/Residence	
5	Date of Admission in the Firm as Partner/ Proprietor (also mention No. of Years in the firms)	
6	FCA Date	
7	ACA Date	
8	Full-time Partner or Part-time partner	

#### Education:

S.No.	Degree Obtained	Name of the Institution	Year of Obtainment
1			
2			

#### Diploma / Certificates:

S.No.	Name of the Programme/ Course	Name of the Institution	Diploma/ Certificate	Year of Obtainment
1	DISA			
2	CISA			
3	Forensic Accounting & Fraud Detection (FAFD)			
4	Public Finance & Government Accounting (PFGA)			

5	GST			
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**Employment Record:**

S.No.	Name of Organization	Position Held	Duration

Total Work Experience (Relevant) (in years)

Brief Write-up of overall experience:

Work Experience:

Detailed Tasks Assigned	Reference to Prior Work/Assignments that Best Illustrates Work Experience
	<b>Name of Assignment: Year:</b> <b>Client:</b> <b>Project Details:</b> <b>Main project features: Position Held: Activities performed:</b>

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience, and I am available to undertake the assignment in case of an award. I understand that any mis statement or misrepresentation described herein may lead to my disqualification or dismissal by the purchaser.

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Name of Expert/ Personnel    Signature    Date

Endorsement of HR Department/Head of Department.