



**CENTRAL STORES**  
**INDIAN INSTITUTE OF SCIENCE (IISc)**  
**BENGALURU – 560012, KARNATAKA, INDIA**  
Phone: (91 080 ) 2293 2647/2201  
e.mail: [arpurchase@admin.iisc.ernet.in](mailto:arpurchase@admin.iisc.ernet.in)

R(IVA)/Stores/RC(Chem) - 2016-17

Date : 01.12.2016

**REQUEST FOR PROPOSAL FOR ANNUAL RATE CONTRACT FOR SUPPLY OF  
CHEMICALS, GLASSWARES, PLASTICWARES AND LABWARES**

The Registrar, Indian Institute of Science, Bengaluru invites **SEALED TENDERS** in **TWO BID SYSTEM** (Technical Bid and Financial Bid) from reputed Manufacturer / Authorized Distributors / Dealers (who have the current authorization from the Principal Company) for supply of Chemicals, Glasswares, Plasticwares and Labwares on Annual Rate Contract basis for the year 2016-2017 to Central Stores, Indian Institute of Science.

Tender documents and Terms & Conditions can be obtained from the Assistant Registrar (S&P), Chemical Stores, IISc on all working days from **01.12.2016 to 12.12.2016 before 5 p.m.**, along with a A/C payee DD for ₹ 500/- (Rupees Five Hundred Only) if collected **by hand** or ₹ 600/- (Rupees Six Hundred Only) if required **by post**, towards tender document fee, drawn **in favour of the Registrar, Indian Institute of Science, Bengaluru-560 012.**

**The detailed tender document can also be downloaded from our website** [[www.iisc.ernet.in](http://www.iisc.ernet.in) (Opportunities/Commercial Opportunities/Tender)] and in that case tender document fee of ₹ 500/- as above should be submitted along with the technical bid. Bids not accompanied with the tender documents fee are liable to be rejected.

Please write ‘ TENDER FOR ANNUAL RATE CONTRACT FOR SUPPLY OF CHEMICALS, GLASSWARES, PLASTICWARES AND LABWARES TO IISc’, tender No., due date on the sealed envelope, which should contain two separate sealed envelopes marked ‘Technical Bid’ and ‘Financial Bid’. The sealed envelope containing the tenders should be addressed to-

The Assistant Registrar  
Purchase Section  
Indian Institute of Science  
Bengaluru-560012

Last date for submission of completed Tender is **26.12.2016 by 3 p.m.** The sealed tenders should be dropped in the box kept for the purpose in the Stores & Purchase Section, Indian Institute of Science, Bengaluru-560012. No bid will be accepted after stipulated date and time. A pre bid meeting will be held on 12.12.2016 at 3 p.m. at Stores & Purchase Section. The technical bids of the bidders will be opened on 26.12.2016 at 3.30 pm at Stores & Purchase Section. The Financial bids of the short listed agencies, qualifying in the technical scrutiny, will be opened at a later date and will be intimated to qualifying bidders to attend the Financial Bid opening.

**REGISTRAR**

**Request for proposal for ANNUAL RATE CONTRACT  
For supply of Chemicals, Glasswares, Plasticwares & Labwares**

**Tender No. R(IVA)/Stores/RC(Chem)- 2016-17**



**Indian Institute of Science  
Bengaluru - 560012**

## **Table of Contents**

Section 1	Bid Schedule
Section 2	Eligibility Criterion
Section 3	Instructions to Bidders
Section 4	Terms and Conditions
Section 5	Bidder's Information-Technical Bid
Section 6	Financial Bid
Section 7	Annexures
Section 8	Check List

## SECTION 1-BID SCHEDULE

Tender No.	R(IVA)/ Stores/RC (Chem) - 2016-17 .
Tender Date	01.12.2016
Validity of bid	180 days from the date of submission of offer.
Item Description	Annual Rate Contract for the Supply of Chemicals, Glasswares, Plasticwares and Labwares for the year 2016-17.
Tender Type	Two Bid System: Quotation must be submitted in two envelopes superscribed as Technical Bid and Financial Bid as the case may be along with tender no. and the due date and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed with ‘ <b>TENDER FOR ANNUAL RATE CONTRACT FOR SUPPLY OF CHEMICALS, GLASSWARES, PLASTICWARES AND LABWARES TO IISC</b> ’, tender No., due date.
Pre Bid Meeting	12.12.2016 at 3 p.m.
Pre Bid Meeting Place	Office of the Assistant Registrar (S&P), Stores & Purchase Section, Indian Institute of Science, Bengaluru-560012.
Last date & Time of submission of Tender	26.12.2016 by 3 p.m.
Place of submission	Office of the Assistant Registrar (S&P), Stores & Purchase Section, Indian Institute of Science, Bengaluru-560012.
Date & Time of Technical Bid opening	26.12.2016 at 3.30 p.m.
Date & Time of Financial Bid Opening	Will be intimated to the bidders who are technically qualified.
Place of opening of the bids:	Office of the Assistant Registrar (S&P), Stores & Purchase Section, Indian Institute of Science, Bengaluru-560012.
Tender document Fee (non-refundable)	Demand Draft for Rs.500-00 (Rupees Five Hundred only) if collected by hand/downloaded or ₹ 600/-(Rupees Six Hundred Only) if required by post, drawn in favour of the Registrar, IISc, Bengaluru-560012 from a Nationalized Bank / Scheduled Commercial Bank.
Earnest Money Deposit(EMD)	<b>₹ 10,000/- (Rupees Ten Thousand only)</b> in the form of a A/C payee Demand Draft drawn in favour of the REGISTRAR, Indian Institute of Science, Bengaluru payable at BENGALURU from a Nationalized Bank / Scheduled Commercial Bank. In no way the tender document fee should be mixed with EMD.
Any clarification	The Assistant Registrar (S&P) Dept: Purchase Section Email: <a href="mailto:arpurchase@admin.iisc.ernet.in">arpurchase@admin.iisc.ernet.in</a> Contact No.080 22932647/2201

## **SECTION 2- ELIGIBILITY CRITERION**

1. The Bidder's Firm should have existence for minimum period of 5 years. (Copy of Certificate of Incorporation/ Registration Certificate of the Firm to be submitted).
2. Copy of the PAN card of the firm.
3. Copy of the IEC Code certificate (if applicable).
4. The Bidder must not be blacklisted/suspended or any service related dispute with any organisation/Govt Organisation in India or outside. A declaration to that affect has to be given as per **Annexure I**.
5. Client Details- The Bidder should have 5 or more Rate Contracts with the CSIR Labs / ICMR Labs / ICAR Labs / IIT Labs / Central Universities / DRDO /CFTI/ Govt. Organization in the past three years for the similar items. Copies of such rate contracts must be enclosed with the offer-**Annexure II**.
6. The Bidder should have a Annual Business turnover of Rupees 10 Lakh or more for the last 3 financial years (2013-14, 2014-15 & 2015-16) and shall enclose the audited balance sheet for proof of the same.
7. The Bidder should have filed ITR for the last two financial years i.e., FY 2014-15 and 2015-16(Copy of the ITRs and filed acknowledgement to be submitted).
8. If the Bidder is a Local Distributor/dealer/Stockiest, it is mandatory to attach authorization certificate along with the bid.
9. The bidders shall enter in to an agreement regarding 'Integrity Pact' with the Registrar, Indian Institute of Science, Bengaluru as per **Annexure III**.
10. Acceptance of Terms and Conditions-**Annexure IV**.

### **SECTION 3-INSTRUCTION TO BIDDERS**

#### **SUBMISSION OF OFFER:**

1. Sealed tenders are invited in two bid system (Technical Bid and Financial Bid) from the reputed Manufacturers/Authorized Distributors/Dealers (who have the current authorization from the Principal Company) for entering into Annual Rate Contract- 2016-17 for the supply of items grouped as under:

Sl. No.	CATEGORY	MANUFACTURERS	List of Items
1	General Laboratory Chemicals	Merck/ Qualigens/ Rankem/ Sd Fine/S R L/ HiMedia/ Spectrochem/ Thermofisher	Annexure- A
2	Glassware items	Borosil/Vensil/Glassco	Annexure- B
3	Plastic Ware items	Tarsons/Axygen/Glassco	Annexure- C
4	Other Lab. Requisites (I)	-	Annexure- D
5	Millipore range of Lab products	Millipore	Annexure- E
6	Lab Filtration Products	Sigma, Whatman,Sartorius	Annexure- F
7	Other Lab Requisites (II)	-	Annexure- G
8	Axygen Tips and Tubes	Axygen	Annexure- H
9	Sigma Aldrich Chemicals	Sigma Aldrich	Annexure- I

2. The Bidder should submit Technical and Financial Bid separately in sealed envelope super scribing the envelope as 'Technical Bid' and 'Financial Bid'. Both these envelopes should again be put in a single larger envelope superscribed '**TENDER FOR ANNUAL RATE CONTRACT FOR SUPPLY OF CHEMICALS, GLASSWARES, PLASTICWARES AND LABWARES TO IISc**', Tender No., due date and sealed and completed tenders should reach to the **Assistant Registrar (S&P), Purchase Section, Indian Institute of Science, Bengaluru 560 012 on or before 26.12.2016 by 3.00 pm. In case due date happens to be holiday the tender will be accepted and opened on the next working day.**

3. The quoting firm should submit technical bid as per format in **Section-5** in a separate sealed envelope super scribed as 'TECHNICAL BID'.

4. Price must be submitted in enclosed Financial Bid Format only (**Section 6-Annexures 'A' to 'I'**). If financial bid is not quoted as per the format provided in this tender document, IISc will have the right to reject the bid along with forfeiting the earnest money deposit.

5. Price quoted should be in Indian Rupees only. Price should be for delivery at Indian Institute of Science, Bengaluru 560 012. Freight, Insurance charges, if any, is to be borne by the Supplier. Similarly shortage, pilferage, damage if any in transit will be the sole responsibility of the Supplier and the same will be intimated to the Supplier on receipt of goods. The short/defective supply will have to be replaced by the Supplier within 7 days without any additional cost including freight/insurance charges.

6. Any bidder currently engaged in litigation with other Organisation must inform the status of the case in writing.

7. Communication with bidders will be carried out electronically and /or in hard copy. All bidders must provide their current email address.

8. Overwriting and corrections will not be accepted. The bid should be complete in all respects and should be duly signed. Each and every page of the tender and annexure should be signed by the authorised signatory of the firm with seal. Incomplete and unsigned bids will not be considered. The Institute shall not be responsible for any postal delay and delay in receipt of the offer. Delayed/ Late bids will not be accepted under any circumstances.

9. For Imported items, the Bidders must be registered with the Ministry of Finance.

10. Latest printed price list/Catalogue (Hard Copy) must be furnished in bound form. An undertaking may be given that the price list being furnished with the proposal will remain valid during the currency of the rate contract.

11. The Firms should be registered with Sales Tax Authorities. Copy of the Registration certification along with the copies of PAN Card and IEC (if applicable) must be enclosed.

12. There will be no change in price structure during the currency of contract except of the statutory levies which are made applicable by the Govt. through notifications / regulations change.

13. The Bidder have to furnish the Financial Bids as per the format given in Section 6-Annexure A to I. They are required to quote their product code, catalogue page no. where the item is listed, rate as per the catalogue, discount offered by the manufacturer in percentage, discount offered by the dealer in percentage (if applicable), offer price after all discounts, VAT and final price (offer price + VAT). This Financial Bid has to be submitted in a separate sealed envelope super scribed as 'FINANCIAL BID'.

14. It is mandatory to submit the quotes in the same format as per Annexure A to I and if some items are not available making it unable to quote, it should be mentioned as **NQ** (Not Quoted) and the items should not be deleted.

15. It is requested that the quotes must be only for the items as per specifications mentioned against each. In case the Company is unable to quote for the item as specified, **they need not quote** for the alternate specifications. It could be mentioned as **NQ**.

16. Prices charged for the stores supplied under Rate Contract should under no event be higher than lowest prices which the party sells the items of identical description to any other Govt. Organization /Private Organizations during the period of contract failing which the "FALL CLAUSE" will be applicable. A certificate to this effect may be provided by the firm that the lowest prices have been offered to IISc. (as per **Annexure V**). In case it is found that the price charged by the firm is more, the same will be recovered from the subsequent/unpaid bill of the supplier.

#### **CANCELLATION OF TENDER:**

Notwithstanding anything specified in this tender document The Director, IISc in his sole discretion, unconditionally or without having to assign any reason

- (i) To accept OR reject lowest tender or any other tender or all the tenders
- (ii) To accept any tender in full or in part
- (iii) To reject the tender offer not confirming to the tender norms
- (iv) To give purchase preference to Public Sector Undertakings when applicable as per Govt Policy/Guidelines.

**VALIDITY OF THE OFFER:** 180 days from the date of submission of offer.

TRANSFER AND SUBLETTING. The seller shall not sublet, transfer, assign or otherwise part with the acceptance to the tender or any part thereof, either directly or indirectly, without the prior written permission of the Purchaser.

EVALUATION OF OFFER:

1. The final acceptance/decision on the Rate Contract will be taken after screening the offers by a duly constituted committee at IISc which reserves the right to accept/reject the tender wholly or partially without assigning any reasons thereof.
2. The agency/firm/vendor who has quoted the lowest price for a given item will be selected for that product. In case of more than one agency quoting the same lowest price for a product the Institute reserves the right to place order with the agency who has quoted lowest for maximum number of items.
3. In case the bidder is silent on any clauses mentioned in this tender document, IISc shall construe that the Bidder had accepted the clause as per the invitation to tender. No further claim will be entertained.
4. No revision in the terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.
5. All the discounts quoted should be valid for the currency of the rate contract.



## **SECTION 4-TERMS AND CONDITIONS**

### **AWARD OF CONTRACT:**

1. A panel of bidders/suppliers shall be selected for rate contract.
2. The empaneled suppliers will abide by all the Terms and Conditions of the tender document.
3. The Rate Contract will be valid for a minimum period of ONE YEAR, which could be extended for further one year after satisfactory performance of the firm/company on mutual consent on the same rates and terms and conditions.
4. The performance of the empaneled supplier's will be reviewed by Committee during contract period and IISc reserves the right to add or delete suppliers in rate contract based on performance if necessary without intimation.
5. The IISc reserves the right to enter into parallel Rate Contract for similar items during the period of Rate Contract with one or more parties.

### **EARNEST MONEY DEPOSIT (EMD):**

The Bidder should submit an Earnest Money Deposit (EMD) of ₹ 10,000/- (Rupees Ten Thousand only) in the form of a Demand Draft drawn in favour of 'The Registrar, Indian Institute of Science, Bengaluru', This amount (EMD) will be converted into performance Security Guarantee, if rate contract is awarded. EMD of unsuccessful bidders will be returned within 45 days after the award of the contract. The EMD /Security Deposit will not carry any interest.

### **DELIVERY SCHEDULE:**

1. The stores shall be supplied within a period of 20 days of receipt of the Purchase Order either directly or through dealer. (No deviation will be accepted in this regard). Earlier delivery by the supplier is preferred. If the ordered material is not supplied in the above mentioned period then the IISc reserves the right to cancel the order/not accept the ordered materials.
2. If the supplier fails to deliver the material within the delivery period as specified, IISc may procure goods or services similar to those undelivered upon such terms and in such manner as it deems appropriate from any other firm and the supplier will be liable to the purchase for any excess cost. The supplier will be liable to the IISc for any excess costs incurred for procurement of goods or services not delivered in time.
3. The items, so supplied will have to be of high quality and grade and in the inspection/test if these are found to be of inferior quality, the same are to be replaced by supplier at their cost within the stipulated period, failing which the Rate Contract of the firm may be cancelled. Delayed supply/non-compliance of complete order may also lead to cancellation of Contract.

**LIQUIDATED DAMAGES:** The date of delivery should be strictly adhered to; otherwise the IISc reserves the right not to accept the delivery in part or full. The liquidated damages @1% per week subject to a maximum of 10% of the value of the order can be imposed.

**FORCE MAJEURE:** Force Majeure will be accepted on adequate proof thereof.

## TAXES AND DUTIES:

1. This Institute is exempted from payment of customs duty in terms of Government Notification No.51/96-Customs dated 23.07.1996 and Central Excise duty exemption in terms of Notification No.10/97-Central Excise dated 03.03.1997 vide letter ref No.TU/V/RG-CDE (38)/2016 Valid up to 31.08.2021 (Non-Industrial-R&D Institution). We shall provide all the documents under this notification to enable you to clear the consignments related to the Institute, whenever required.
2. Discount, taxes and other levies wherever applicable are to be specified clearly in the bid.

**TERMINATION OF RATE CONTRACT** – The Rate Contract can be terminated at anytime without assigning any reasons by giving one month notice by either party. **Conditional, Unsigned, Late & Delayed tenders will not be considered.**

## GENERAL:

1. Mere submission of proposal does not imply acceptance of the same at this end and the firms will be enlisted only after meeting the laid down qualifying parameters for which decision of IISc shall be final and binding on the parties.
2. Empanelment under rate contract with this Institute does not ensure business of any quantum, whatsoever. Any deviation from the terms & conditions mentioned above will imply disqualification for the term.
3. The IISc also reserves the right to test the chemicals and solvents/other consumables for their quality if it so desires.

## PAYMENT TERMS:

1. The payment for the supply of items will be made to the firm within one month of the receipt of materials subject to the inspection of materials by the IISc Scientists/Indenter. **No advance payment will be made for the supplies.** No Bill for part payment will normally be entertained. No payment will be made for unsatisfactory supply.
2. The bills should be submitted to Chemical Stores addressed to the Assistant Registrar (Stores & Purchase).

**WARRANTY** – The bidder shall be fully responsible for the manufacturer warranty in respect of quality and workmanship of the materials covered in the Rate Contract. In case of any defects found at the time of use, the supplier will provide free replacement or refund the amount charged for that item.

**LEGAL MATTER:** The dispute(s) if any, arising in relation to the Rate Contract, shall be subject to Bengaluru jurisdiction only.

REGISTRAR

**SECTION 5-BIDDERS' INFORMATION**  
**TECHNICAL BID**

**APPLICATION FORM FOR ENTERING INTO RATE CONTRACT**  
**FOR CHEMICALS, GLASSWARE, PLASTICWARE AND LABORATORY SUPPLIES**

1. Name & Full address of the applicant : \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. Items/ materials for which rate contract  
 Desired/ applied for :

Sl.No.	CATEGORY	
(a)	General Laboratory Chemicals	
(b)	Glassware items	
(c)	Plastic Ware items	
(d)	Other Lab. Requisites (I)	
(e)	Millipore range of products	
(f)	Lab Filtration Products	
(g)	Other Lab Requisites (II)	
(h)	Axygen Tips and Tubes	
(i)	Sigma Aldrich/Sartorius Chemicals	

3. Copies of having 5 or more Rate Contract  
 with the CSIR Labs / ICMR Labs / ICAR Labs  
 / IIT Labs / Central Universities / DRDO / Govt.  
 Organization in the past three years. :

4. Annual business volume with other Institutes  
 for the year 2015-16 : Rs. \_\_\_\_\_ Lacs.

5. Annual Turnover of the firm / company  
 For the last three financial years-  
 2013-14 Rs. \_\_\_\_\_ Lacs  
 2014-15 Rs. \_\_\_\_\_ Lacs  
 2015-16 Rs. \_\_\_\_\_ Lacs  
 (enclose certified documents in support of the claim) :

6. (a) Certified copies of VAT/CST/TIN  
 Registration No. : \_\_\_\_\_

(b) IEC copy, if applicable -----

7. (a) Income Tax PAN No. (in the name  
 Of firm/ company & not individual : \_\_\_\_\_

(b) Latest copies of return filed with  
 Income Tax Department : FY 2014-15 \_\_\_\_\_

FY 2015-16 \_\_\_\_\_

8. Whether latest printed original price list by manufactures is enclosed : \_\_\_\_\_
9. State whether you have been currently Banned / blacklisted by any :  
 (a) Ministry/ Dept. of Central Govt. Or any : \_\_\_\_\_  
 (b) State Govt. If so, give details : \_\_\_\_\_
10. Bank details for payment  
 (a) Bank A/c No. : \_\_\_\_\_  
 (b) Bank name : \_\_\_\_\_  
 (c) Branch name : \_\_\_\_\_  
 (d) IFSC Code : \_\_\_\_\_  
 (e) Other details : \_\_\_\_\_

11. In case you wish to enter into Rate Contract for imported goods, please furnish details as Given below along with original latest printed Catalogue:-

Name of the Principal firm	Brand/ Make of the goods	Date of acquiring Dealership	Date of expiry of Dealership	Prices in Indian Rupees.	Whether certified copy of Dealership enclosed (Say Yes/No)

12. Document along with certificate of not giving higher discount to any other Dept. in India : \_\_\_\_\_

13. Any other information vital for entering Into Rate Contract : \_\_\_\_\_

14. Documents required, placed at page.

1. Turnover Details : Pg. No. \_\_\_\_\_  
 2. PAN Copy : Pg. No. \_\_\_\_\_  
 3. Sales Tax Certificate Copy : Pg. No. \_\_\_\_\_  
 4. Authorization Certificate : Pg. No. \_\_\_\_\_  
 5. Hard Copy of Catalogue : Pg. No. \_\_\_\_\_  
 6. Copies of having 5 or more Rate Contract with the CSIR Labs / ICMR Labs / ICAR Labs

/ IIT Labs / Central Universities / DRDO / Govt.  
Organization in the past three years

: Pg. No. \_\_\_\_\_

### **UNDERTAKING**

We undertake that the information provided in the offer of Annual Rate Contract are true and correct to the best of our knowledge and belief. In case any information is found incorrect and/ or false at a later stage, IISc can terminate the Rate Contract and also take legal action, if any, against the firm as per rules of the Institute.

Date:

(Signature)

Name of Company/ Firm with complete address.

**DECLARATION REGARDING CLEAN TRACK**

Declaration of Clean Track Record (On Company / Firm's Letterhead)

Date:

To,  
The Assistant Registrar  
Stores & Purchase  
Indian Institute of Science  
Bengaluru – 560 012

Sir

Ref: Sub: R(IVA)/ Stores/RC (Chem) - 2016-17 for Annual Rate Contract for the Supply of Chemicals, Glasswares, Plasticwares and Labwares for the year 2016-2017.

I/We carefully gone through the Terms & Conditions contained in the above referred RFP. I/We hereby declare that my Company/Firm is not currently debarred / black listed by any Government/Semi Government Organizations/ Institutions in India or abroad. I /We further certify that I'm competent officer in my Company / Firm to make this declaration.

Or

I/we declare the following

Sl. No.	Country in which the company is debarred / blacklisted / case is pending	Black listed / debarred by Government / Semi Government Organizations / Institutions	Reason	Since when and for how long

(NOTE: In case the Company / firm was blacklisted previously, please provide the details regarding Period for which the company / firm was blacklisted and the reason/s for the same)

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

**CLIENT DETAILS**

To,  
The Assistant Registrar (Stores & Purchase)  
Indian Institute of Science  
Bengaluru-560012

Sir,

Sub: R(IVA)/ Stores/RC (Chem) - 2016-17 for Annual Rate Contract for the Supply of Chemicals, Glasswares, Plasticwares and Labwares for the year 2016-2017.

I/We hereby mention following list of our clients which mention 5 or more Rate Contracts with the CSIR Labs / ICMR Labs / ICAR Labs / IIT Labs / Central Universities / DRDO /CFTI/ Govt. Organization in the past three years for the similar items. Copies of such rate contracts is enclosed with the offer)

Sl. No.	Name of the Client	Purchase Contract Details	Order/Rate	Amount of Order

Yours faithfully,

(Signature of the Bidder)  
Printed Name  
Designation  
Seal

Date:  
Business Address:

Encl: as above

**INTEGRITY PACT**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on .....day of the month of .....2016, between, on one hand, the Registrar , Indian Institute of Science (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s..... represented by Shri ....., Designation (hereinafter called the “BIDDER”/SELLER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to enter into a RATE CONTRACT FOR SUPPLY OF CHEMICALS, GLASSWARES, PLASTICWARES AND LABWARES (Name of the Stores/Equipment/Item) and the BIDDER/SELLER is willing to offer /has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Autonomous Institute under Ministry of Human Resource and Development (MHRD) performing its functions on behalf of the President of India.

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

**Commitments of the BUYER:**

1.1 The BUYER undertakes that no official of the BUYER connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process, bid evaluation, contracting or implementation process related to the contract.



1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

### Commitments of BIDDERS

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

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

3.3\* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4\* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5\* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized dealer of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers, or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13. The BUYER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### 4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last Three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5. Earnest Money (Security Deposit)

5.1 While submitting Financial Bid, the BIDDER shall deposit an amount Rs 10,000/- as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Demand Draft in favour of The Registrar, Indian Institute of Science, Bengaluru.
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising Payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in The RFP)

5.2 The Earnest Money Security Deposit shall be valid upto a period of one year or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

6. Sanctions for Violations:

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed. Without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letter of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## 7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## 8. Independent Monitors:

8.1 The BUYER has appointed Mr. M.C. Jayaprakash, Assistant Registrar, IISc as Independent Monitor (hereinafter referred to as Monitors) for this Pact.

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently

8.4 Both the parties accept that the Monitors have been the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

9. Facilitation of Investigation:

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions:

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

12. Validity: 180 days from the date of submission of offer.

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER, and the BIDDER/SELLER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid: the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at ..... on .....

**BUYER**  
Name of the Officer  
Designation  
Department/Ministry/PSU  
Witness:  
1.....  
  
2.....

**BIDDER**  
Designation  
  
Witness  
1.....  
  
2.....

- Provisions of these clauses could need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

**Declaration for Acceptance Of Terms And Conditions**

To,  
The Assistant Registrar  
Purchase Section  
Indian Institute of Science  
Bangalore-560012

Sub: R(IVA)/ Stores/RC (Chem) - 2016-17 for Annual  
Rate Contract for the Supply of Chemicals, Glasswares,  
Plasticwares and Labwares for the year 2016-2017.

Sir,

I've carefully gone through the Terms & Conditions as mentioned in the above referred RFP document. I declare that all the provisions of this RFP are acceptable to my company. I further certify that I'm an authorized signatory of my company and I am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)  
Printed Name

Designation,Seal

Date :

**FALL CLAUSE NOTICE CERTIFICATE**

1. This is to certify that we have offered the maximum possible discount to you in our Quotation No \_\_\_\_\_ dated \_\_\_\_\_
2. The prices charged for the stores supplied under Rate Contract should under no event be higher than lowest prices at which the party sells the items of identical description to any other Govt. Organization/PSU's/Autonomous bodies/Pvt Organizations during the period of contract failing which the "FALL CLAUSE" will be applicable.
3. In case, if the price charged by our firm is more, the IISc will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier.

Signature with Seal of the Bidder

Date:

Place:

Note: This letter of authority should be on the **letterhead of the quoting firm** and should be signed by a person competent and having the power of attorney to bind the same.

## **SECTION 8- CHECK LIST**

(This should be enclosed in the Envelope A)

<b>The following items must be checked before the Bid is submitted:</b>		
1	Envelope "A":	Technical Bid
a)	Demand Draft for Rs.500.00 or Rs 600.00 as applicable towards the cost of Bid document	
b)	Demand Draft for Rs. 10,000.00 (Rs. Ten Thousand only) towards Earnest Money Deposit.	
c)	Section 5	Technical Bid (each pages duly sealed and signed by the authorized signatory)-Bidder Details
	Annexure I	Declaration regarding clean track
	Annexure II	Details of Clients
	Annexure III	Integrity Pact
	Annexure IV	Declaration for acceptance of tender terms and conditions
	Annexure V	Fall Clause
d)	Copy of this tender document duly sealed and signed by the authorized signatory on every page.	
e)	Checklist	
2	Envelop "B":	Financial Bid as per Section 6-Annexure 'A' to 'I'
		Financial Bid: (Price to be quoted in Indian Rupees INR)
<b>Your quotation must be submitted in two envelopes <b>Technical Bid (Envelope A) and Financial Bid(Envelope B) super scribing on both the envelopes the Tender no. and due date and</b> the both these sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed with our Tender No. &amp; Due Date</b>		