

EXPRESSION OF INTEREST (EOI)

FOR

COLLABORATION FOR TRANSFER OF TECHNOLOGY

FROM KSCST WITH EXCLUSIVE RIGHTS

FOR MASS MANUFACTURING AND MARKETING

OF RAIN WATER HARVESTING POPUP FILTER



Karnataka State Council for Science and Technology

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1. Time schedule for bidding (tentative dates)

Tender reference No:	KSCST/4.1/PUR/2016-17/RWH/942
Tender processing fee	Non refundable fee of Rs.500/- by way of DD in favour of the Secretary, KSCST payable at Bangalore.
EMD	Rs.50,000/-
Notification Date	8th February 2017
Date(s) for downloading the document	Till 8th March 2017 till 5.00 pm
Pre Bid meeting	23rd February, 2017 at 3:00 p.m. at Conference Hall, KSCST, Bangalore
Last Date and Time for submission of Bids	16th March 2017 till 5-00 p.m.
Venue, Date & Time of Opening Of Technical Bids	20th March 2017 at 3-00 p.m. at Conference Hall, KSCST, Bangalore.
Date of presentation of proof of concept	24th March 2017 at 3-00 pm. at Conference Hall, KSCST, Bangalore.
Venue, Date & Time of Opening Financial Bids	3rd April, 2017 at 3.30 pm at Conference Hall, KSCST, Bangalore
Contact Person, Phone No., e-mail & address for Communication:	The Executive Secretary Karnataka State Council for Science & Technology (KSCST), Indian Institute of Science Campus, Bangalore – 560012. Ph:080-23341652, 2334 8848 / 49 office@kscst.iisc.ernet.in, office@kscst.org.in

2. Terms and Definition

- a) “GoK” stands for the Government of Karnataka.
- b) “S&T” stands for Science and Technology.
- c) “KSCST” refers to Karnataka State Council for Science & Technology.
- d) “Bidder” means any firm offering the services required in the EOI. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder/Vendor with whom KSCST signs the agreement for rendering of services for this tender.
- e) “RWH PopUp Filter” refers to PopUp Filter for Rainwater Harvesting.
- f) “Services” is used synonymously with Agreement.

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3. Introduction

The Karnataka State Council for Science and Technology (KSCST) is an autonomous S&T organization under the Department of Science & Technology, Government of Karnataka established in the year 1975. It is also one of the first State S&T Councils to be set up in the country.

During the last 40 years, the KSCST has been pro-actively engaging itself to identify and implement S&T based solutions to locale specific needs / problems in the broad areas of Water, Education, Energy, Ecology and Environment, Waste management and Infrastructure. In co-operation with the Indian Institute of Science and several other premier R&D institutions, KSCST executes many projects and programmes aimed at improving socio-economic conditions of the people of the state.

Over the years, a number of technologies have been translated, from research and demonstration phase, to the implementation and operational phase. KSCST provides support to the Central and State Governments, in formulation of S&T based policies, scientific surveys, project implementation, evaluation, co-ordination & monitoring of projects / programmes and awareness campaigns.

KSCST has developed “PopUp Filter for Rainwater Harvesting” with Mr. A.R. Shivakumar as the Inventor of the equipment and has obtained the Indian Patent rights vide No.408/CHE/2005A on 11-04-2005 for effectively collecting the rainwater for re-use or for ground water recharge at residential / commercial places.

KSCST intends to collaborate with a manufacturing firm for mass production and marketing of the product “PopUp Filter of Rainwater Harvesting” anywhere in India by Transfer of the Technology and Patent Rights to prospective firm / manufacturer for mass production and marketing for a period of 5 years only.

4. Scope of Work:

Bidder will be responsible for mass production of PopUp Filters for Rainwater Harvesting and marketing the same for a period of Five years only.

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5. Eligibility Criteria:

Bidders who are desirous of bidding shall meet the following criteria:

Sl. No.	Criteria for consideration	Documents / proof
1	The Bidder should be in business related to manufacture of any similar product in India for at least 5 years as on 31.12.2016.	Annexure 1: Undertaking letter Registration certificate issued by a competent authority under the Factories Act and documentary evidence like Purchase orders, Contracts, work orders, etc. in support of the sale/services/marketing of the product(s) developed/ manufactured.
2	The Bidder company's annual turnover shall be more than Rs. 1.00 Cr (One Crore only) per financial year for last 3 years	Annexure 2: Annual Turnover Audited Accounts of the organization for the last 3 financial years.
3	PAN Number, Service Tax number, etc.	Annexure 3: To furnish copies of Company's PAN Number, Service Tax certificate, Sales Tax, Registration.
4	The Bidder should not have been blacklisted by any Government / Government Undertakings for reasons whatsoever for corrupt or fraudulent practices or for indulging in unfair trade practices.	Annexure 4: Declaration of Non-Blacklistment by Government / Government undertaking.
5	Details of Manpower and Infrastructure	Annexure 5: As per format enclosed.

6. General Instructions and Bidding Process

- 1 This invitation for bids is open to all Indian firms who fulfill the eligibility criteria as specified in the EOI.
- 2 Manufacturing rights would be granted to a single Party / firm and the marketing rights are for the entire country.
- 3 Bidders declared as ineligible by the Government / Government agencies shall not be eligible to participate for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices.

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- 4 Breach of general or specific instructions for bidding with Government of Karnataka or any of its user organizations during the past 3 years shall make the firm ineligible to participate in bidding process.
- 5 Bidder should submit only one bid and any firm/Bidder submitting more than one bid shall lead to its disqualification.

7. Procedure for Submission of Bids:

7.1 Tender Processing Fees:

Bidder can download the tender document from the KSCST's website www.kscst.org.in or www.kscst.iisc.ernet.in from the date of publishing till 8th March, 2017.

Please note that payments towards Tender Fee and EMD shall be submitted through two (02) separate Demand Drafts drawn in favour of the Secretary, KSCST, Bengaluru payable at Bengaluru along with the bids.

7.2 Modes of Submission (Two-Bid System):

Bidder shall submit Technical and Commercial bids in separate sealed covers. All interested bidders shall pay EMD and Tender Processing fee by way of DDs along with Technical bids. Commercial bids of the vendors who have not enclosed the DDs along with the technical bid shall not be opened.

Tenders submitted after the due date and time will not be considered and KSCST will not be liable or responsible for any delays due to unavailability of the portal and the internet link.

7.3 Authentication of Bid:

The bid shall be signed by the Bidder or a person or persons duly authorized by the Bidder to sign. All pages of the bid, except printed literature, shall be signed and stamped by the person or person(s) signing the bid.

7.4 Erasures or overwriting in the bid is not allowed. Corrections, if any, shall be duly initialled by the person or person(s) signing the bid.

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8. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its bid. KSCST will in no case be responsible or liable for those costs regardless of the outcome of the Tendering process.

9. Clarification on Tender Document:

Prospective Bidders requiring any clarification on the EOI may submit their queries in writing at the mailing address (office@kscst.iisc.ernet.in or office@kscst.org.in) before the pre-bid meeting.

10. Language of Bids:

The Bids along with the documents and the related correspondence shall be either in English or Kannada languages.

11. Bid Prices:

The Bidder shall quote the price / royalty amount under the following headings:

- (a) Upfront lump sum Royalty (subject to a Minimum of Rs.25,00,000/-):
and
- (b) Royalty on actual sale (subject to a Minimum of Rs.100/- per unit):

The contract takes effect only after the receipt of the upfront lump sum Royalty. Royalty on actual sale is to be remitted to KSCST on monthly basis for all the sales happening during the previous month without the vendor waiting for the realization of his sales proceeds.

The Bidder shall prepare the bid based on details provided in the tender documents. The Bidder shall undertake all the tasks in accordance with the requirement of the tender documents & due diligence and it shall be the responsibility of the Bidder to fully meet all the requirements of the tender documents.

12. Firm Prices:

Prices quoted for the items mentioned in the bid must be firm and final, not subject to any qualifications / modifications whatsoever. Prices in any form or by any reason before opening the Commercial Bids should not be revealed failing which the offer shall be liable to be rejected.

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13. Bid Currencies:

Prices shall be quoted in Indian Rupees (INR).

14. Bidder Qualification:

The "Bidder" as used in the tender documents shall mean the one who has signed the Tender Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in either cases he / she shall submit a certificate of authority. All certificates and documents to be furnished are to be signed by the Competent Authority. Otherwise, it is to be clarified that the individual signing the tender or other documents in connection with the tender must have the necessary delegation / power of attorney of the firm.

15. Bid Security (Earnest Money Deposit):

The Bid shall contain EMD amount of **Rs.50,000/-** (Rupees fifty thousand only) and shall be paid through Demand Draft in favour of the Secretary, KSCST, Bengaluru-12 payable at Bangalore.

No interest is payable by KSCST on the amount of the EMD (Bid Security).

The bid security may be forfeited:

- 1) If a Bidder/ firm withdraws the bid or increases the quoted prices during the period of bid validity or its extended period or without the explicit consent of the department, if any; or
- 2) In the case of a successful Bidder/firm, if it fails to sign the Agreement within the specified time limit.

16. Bid Validity Period:

16.1 Period of Validity of Bids:

Bids shall remain valid for 180 days after the date of opening of Bids prescribed by KSCST. A bid valid for a shorter period may be rejected as non-responsive.

16.2 Extension of Period of Validity:

In exceptional circumstances, KSCST may request the Bidder(s) for an extension of the period of validity. In such cases, the validity of EMD shall also be suitably extended.

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17. Rejection of Bid:

Any effort by a Bidder to influence the KSCST in its decisions on bid evaluation, bid comparison may result in rejection of the bid.

18. KSCST's Right to Accept Any Bid and to reject any or all Bids:

KSCST reserves the right to accept any bid or to cancel the Tender process and reject all bids without giving any reason at any time prior to award of Contract without the re by meeting any liability to the affected Bidders and the KSCST shall not have any obligation to inform the affected Bidders of the grounds for KSCST's action.

19. Notification of Award:

19.1 Notification to Bidder:

The successful Bidder shall acknowledge in writing receipt of the notification of award / LOI and shall send his acceptance to enter into agreement within seven (7) days of receiving the notification. However, rights shall be conferred on the Bidder only after signing of the detailed Contract / Memorandum of Agreement (MoA) with KSCST.

19.2 Signing of Contract:

The acceptance of notification of award / LOI shall lead to formation of Contract. The KSCST will send the successful Bidder, the Performa of Contract incorporating all clauses of agreement between the parties within 15 days after receipt of the notification of award / LOI duly signed by the Bidder. The successful Bidder shall sign and date the Contract and return it to KSCST.

19.3 Period for launch of the product: The 'Transfer of Technology' leading to manufacturing activity should be completed within **12 months** from the commencement of contract and the product should be available in the market for sale. Failing this, as also failing performance of any other milestone stipulated in the Contract would lead to invoking of the provisions of the Performance Bank Guarantee and termination of the license granted to the party without prejudice to the rights of the KSCST for levying such penalties as specified in the contract/agreement.

19.4 Discharge of Bid Security:

The EMD (bid security) of the unsuccessful Bidder/s will be discharged/ returned as promptly as possible.

19.5 Performance Bank Guarantee:

- (a) In case of successful bidder, KSCST shall request the Bidder to provide performance guarantee for 10% of the upfront royalty payment valid for a period of 5 years from the date on which the Contract becomes effective. EMD amount shall be refunded to the Vendor on receipt of Performance Bank Guarantee.
- (b) In case the vendor fails to furnish the Performance Bank Guarantee within the stipulated period, the EMD amount submitted by the Vendor shall be forfeited apart from blacklisting for further participation in any of the tenders of the KSCST.
- (c) Further, in case of non compliance of the obligations by the Vendor during the Contract period, including monthly remittance of the Royalty on actual sale, KSCST shall encash the Performance Bank Guarantee.

19.6 Expenses for the Service agreement:

The incidental expenses of execution of Memorandum of Agreement shall be borne by the successful Bidder/Vendor.

19.7 Failure to abide by the Agreement:

The conditions stipulated in the agreement shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of the KSCST with such penalties as specified in the tender document and the Agreement.

20. Rejection Criteria:

Besides other conditions and terms highlighted in the tender document, bids may be rejected under following circumstances:

- Failure to conform Technical criteria as per this EOI and proof of concept demonstration before the Technical Committee.
- Bids submitted without or with improper EMD.
- Bids which do not conform to required validity of the bid as prescribed in the Tender.

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- If the information provided by the Bidder is found to be incorrect/misleading at any stage/ time during the Tendering Process.
- Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
- Bids without signature of person(s) duly authorized on required pages of the bid.
- Failure to furnish all information required in the EOI Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- Failure to furnish proof for information provided.
- Incomplete Price Bid.
- Any false declaration by the bidder during the bidding process, following action may be taken:
 - Liable for Legal Action.
 - Forfeiture of entire EMD.
 - Forfeiture of any Released payments
 - Blacklisting of the Vendor

21. Liability clause:

The total cumulative liability of either party arising from or relating to this Agreement shall not exceed the contract value provided, however, that this limitation shall not apply to any liability for damages arising from (a) willful misconduct or (b) indemnification against third party claims for infringement.

22. Force Majeure:

‘Force Majeure’ means any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidable delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

- a) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado;

- b) Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action.

23. Resolution of disputes:

Any dispute arising out of or in connection with this Agreement or the EOI shall in the first instance be dealt with in accordance with the procedure set forth herein.

I. Scope of Dispute Resolution:

- (a) Except where otherwise provided in the agreement, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the agreement, designs, drawings, specifications, instructions, orders or these conditions or otherwise concerning the services and deliverables or the execution or failure to execute the same whether arising during the period of Contract or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

- (b) If any dispute arises between KSCST and the contractor in connection with, or arising out of, the agreement or the execution of the Contract, whether during the execution of the Project or after its completion and whether before or after the repudiation or other termination of the agreement, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation, the matter in dispute shall, in the first place, be referred to the Secretary, KSCST. Either party may refer a dispute to the Secretary, KSCST, who shall give a decision in writing within 30 days of reference of dispute. Either party may refer a written decision of the Secretary, KSCST to arbitration. If neither party refers the disputes to arbitration within 30 days of the date of such decision, the Secretary, KSCST's decision will be final and binding.

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- (c) In case, either party is not satisfied with the decision of the Secretary, KSCST, they can institute arbitration proceedings as per Indian Arbitration and reconciliation Act, 1996, after a 30 day notice period.
- (d) Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Center, Karnataka (domestic and international) rules 2012, by one or more Arbitrators appointed in accordance with its rules.
- (e) Arbitration proceedings shall be held in Bangalore and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

II. Jurisdiction of contract:

The laws applicable to the Contract shall be the laws in force in India. The Courts of Bangalore, Karnataka State shall have exclusive jurisdiction in all matters arising under this Contract.

24. Interpretation of Clauses:

In case of any ambiguity in the interpretation of any of the clauses in the bid document, the Secretary, KSCST interpretation of the clauses shall be final and binding on all parties.

25. Third Party Claims:

The Vendor shall indemnify the KSCST against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in reference to this project in India.

26. Evaluation Process:

The bids are evaluated in 2 phase process as below:

- First Phase - Evaluated based on Technical Qualification Criteria and proof of concept demonstration before the Technical Committee / Visit of Technical Committee to Site.
- Second Phase – Commercial Bids of the Vendors technically cleared shall be evaluated based on Commercial requirement set out in this EOI.

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27. Technical Evaluation Conformance:

The Bidders shall be evaluated based on the eligibility criteria in this EOI. The bidder needs to showcase the proof of concept demonstration before the Technical Committee. Bidders failing to meet the eligibility criteria shall not be considered for Commercial Bid evaluation:

- a. KSCST reserves the right to seek clarifications and additional documentary evidence without affecting the minimum eligibility criteria of the bidders.
- b. Decision of KSCST in the evaluation of the Technical bids shall be final.

28. Commercial Bid Evaluation:

The commercial quotes submitted by technically qualified bidders will be opened. Bidders shall quote the price as per commercial bid format.

The highest total amount as indicated in the Bid shall be considered as **H1**.

- 29. Payment Schedule:** Please refer to Sl. No.11 of this document for the Payment schedule.

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ANNEXURE 1: UNDERTAKING LETTER

To,

Karnataka State Council for Science and Technology (KSCST)

Indian Institute of Science Campus

Bangalore-560012

Sir,

We M/s (Name of the bidder) hereinafter Called “the Vendor” is a registered Firm / factory / manufacturing unit (Registration Certificate under the Factories Act is enclosed) do hereby affirm and undertake to abide by all the terms and conditions given in the Tender/EOI document while performing the contractual obligations relating collaboration for manufacture of PopUp Filter for Rainwater Harvesting. We also adhere to the terms and conditions of the contract and compliance to all the regulations stipulated by the government.

Please also find attached the following documentary evidence as a proof of executing contract / work orders in support of the manufacture and sales of our product(s):

- (a) Purchase orders;
- (b) Sales / Marketing of product(s);
- (c) Contract(s):

Thanking you,

Yours faithfully,

Signature of the bidder and with office seal

Place:

Date:

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ANNEXURE 2: ANNUAL TURNOVER

[Auditor's certificate shall be issued by the Chartered Accountant Firm/Chartered Accountant who regularly audit the Company's accounts]

TO WHOMSOEVER IT MAY CONCERN

This is to certify that the annual turnover furnished by << COMPANY NAME >> for last 3 years as below. This is as per the Statement of Accounts which has been duly verified by me and found correct.

Financial year	Total Turnover of the Company (Rs. in Crores)
2013-14	
2014-15	
2015-16	

Chartered Accountant Name

Signature

Seal

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ANNEXURE 3 – REGISTRATION CERTIFICATES OF PAN, SALES TAX, ETC.

Date:

To,

Karnataka State Council for Science and Technology (KSCST)

Indian Institute of Science Campus

Bangalore-560012

Sir,

Please find attached copies of the following documents:

1. Copy of PAN Registration Certificate.
2. Copy of Service Tax Registration Certificate.
3. Copy of Sales Tax Registration Certificate.

Thanking you,

Yours sincerely,

Signature of the bidder and with office seal

Place:

Date:

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ANNEXURE 4: DECLARATION ON NON BLACKLISTMENT

Date:

To

Karnataka State Council for Science and Technology (KSCST)

Indian Institute of Science Campus

Bangalore-560012

Dear Sir,

Sub.: Declaration on Non Black-Listment – reg.

We _____ hereby confirm that our firm/organization/company has not been blacklisted by the Government / Government Undertakings or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices.

Thanking you,

Sincerely yours

Authorized Signatory

Name and Designation

<< Bidder Name>>

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ANNEXURE 5: DETAILS ON MANPOWER & INFRASTRUCTURE OF THE FIRM

a) Details of Technical Staff working (Attach additional sheet if required)							
SL No	Name of the place	Name of Employee	Qualification	Total experience	Experience in the present company	Area of expertise	Contact Details with address

b) Details of Infrastructure and facilities (Attach additional sheet if required)	
Sl. No.	Name of the facility

Place:

Date:

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ANNEXURE – 6A

1) PERFORMANCE BANK GUARANTEE BOND IN LIEU OF SECURITY DEPOSIT

(To be executed by the State Bank of India or any other Nationalized Bank)

To

The Secretary,
KSCST.

Dear sir / Madam,

Sub: Your Contract No. _____ dated _____

For _____

1. You, on behalf of Karnataka State Council for Science & Technology, Bengaluru, have entered into a Contract with reference No. as given above with _____ (herein after referred to as the Contractor) for the development, fabrication and supply of _____ (herein after referred to as stores) for the Price and on the terms and conditions contained in the said Agreement.
2. In accordance with the terms of said Contract you have agreed to exempt the security deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank guarantee for Rs. _____ (Rupees _____ only) being 10% (Ten) of the total value (Rs. _____) of the said stores to be supplied to you.
3. In consideration thereof, we hereby at the request of the Contractor expressly, irrevocably and unconditionally undertake and guarantee to pay on written demand without demur and without reference to the Contractor an amount not exceeding Rs. _____ (Rupees _____ only against any loss or damage caused to or suffered or would be caused to you by reason of any Breach by the said Contractor of any of the terms and conditions contained in the said Contract or by reason of the Contractor's failure to perform the said Agreement. Your demand shall be conclusive evidence to us as regards the amount due and payable by the Bank under this guarantee. However, liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ Payment by us to you will be made within thirty (30) days from receipt of your written request making reference to this guarantee and on demand.
4. We further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all your

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dues under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till you certify that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee. Notwithstanding anything herein contained, our liability under this guarantee is restricted to Rs_____ (Rupees _____ only) and the guarantee shall remain in force up to and including the _____ day of being reported to us by you and returned to us duly discharged.

5. This guarantee shall not be revoked without your express consent and shall not be affected by your granting any indulgence to the Contractor, which shall include but not be limited to postponement from time to time of the exercise of any powers vested in you or any right which you may have against the Contractor and to exercise the same in any manner at any time either to enforce or forbear any covenant contained or implied in the said Contract or any other course or remedy of scrutiny available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving our Bank from its obligation under this guarantee.
6. Unless a demand or claim under this guarantee is made on us in writing on or before the aforesaid expiry date as provided above or unless this guarantee is extended by us all your rights under this guarantee shall be proscribed and we shall be discharged from the liabilities hereunder:
7. This guarantee shall not be affected by any change in the constitution of our Bank or of the Contractor or for any other reason whatsoever.

Date:

sd.....

Place:

Bankers

Seal of the Bank

Witness:

1.....

2.....

ANNEXURE – 6B

2) BANK GUARANTEE BOND FOR WARRANTY

(To be executed by the State Bank of India or any other Nationalized Bank)

To

The Secretary,
KSCST.

Dear sir / Madam,

Sub: Your Contract No. _____ dated _____

For _____

1. You, on behalf of Karnataka State Council for Science & Technology, Bengaluru, have entered into a Contract with reference No. as given above with _____ (herein after referred to as the Contractor) for the supply, installation & training of _____ (herein after referred to as stores) for the Price and on the terms and conditions contained in the said Agreement.
2. In accordance with the terms of said Contract the Contractor has undertaken to produce a Bank guarantee for Rs. _____ (Rupees _____ only) being 10% (Ten) of the total value of the said stores supplied to you, for the due fulfillment of its obligations to the Secretary, Karnataka State Council for Science & Technology, for due performance as per the Contract during warranty period.
3. In consideration thereof, we hereby expressly, irrevocably and unconditionally undertake and guarantee as principal obligors on behalf of the Contractor that in the event that the Secretary, Karnataka State Council for Science & Technology, submits a written demand to us that the Contractor has not performed according to the Contractual obligations included in the said Contract, we will pay you on written demand, without demur and without reference to the Contractor any sum up to a maximum amount of Rs. _____ (Rupees _____ only) Your demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract. Payment by us to you will be made within thirty (30) days from receipt of your written request making reference to this guarantee and on demand.
4. This guarantee shall not be revoked without your express consent and shall not be affected by your granting any indulgence to the Contractor, which shall include but not be limited to postponement from time to time of the exercise of any powers vested in you or any right which you may have

Tender Document – Expression of Interest (PopUp Filter)

against the Contractor and to exercise the same in any manner at any time either to enforce or forbear any covenant contained or implied in the said Contract or any other course or remedy of scrutiny available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving our Bank from its obligation under this guarantee.

5. Notwithstanding anything herein contained, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only) and the guarantee shall remain in force upto and including the _____ day of being reported to us by you and returned to us duly discharged.
6. Unless a demand or claim under this guarantee is made on us in writing on or before the aforesaid expiry date as provided above or unless this guarantee is extended by us all your rights under this guarantee shall be proscribed and we shall be discharged from the liabilities hereunder;
7. This guarantee shall not be affected by any change in the constitution of our Bank or of the Contractor or for any other reason whatsoever.

Date: sd.....

Place: Bankers

Seal of the Bank

Witness:
1.....

2.....

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COMMERCIAL BID

Sl. No.	Description
1.	Upfront lump sum Royalty (subject to a Minimum Rs.25,00,000/-):
2.	Royalty on actual sale (subject to a Minimum Rs.100/- per unit):

Note: The highest amount as indicated in the bid shall be considered as H1.

The bidder should quote for all the items enlisted above failing which the bid shall be treated as invalid.

Signature

(Name and Address of the bidder with seal)

Dated this day of 2017.



