Institute For Stem Cell Science and Regenerative Medicine

Autonomous institute of the Department of Biotechnology, Government Of India



Ref: INS/L-5772/2021-2022(Y)

Date: 30/04/2022

ENQUIRY

Dear Sirs.

Please let us have your lowest Quotation for the following:

SI.No	Cat.No	Item Description	Make/Model	Item Qty	UOM
1		Civil materials for day to day maintenance (Specifications attached)		1.00	Set.

Remarks:

Note:

1.	The	bids	shall	be	enclosed	in	an	envelope	,	and	due	date	sealed	duly	marked	"Tender	for
				_" R	ef No :			389				Th	e bids s	hould	be address	sed and t	o be
ma	ailed to	"TH	E HE	AD-	PURCHA	SE"	. Th	e bids are l	iat	ole to	be rej	ected	if the sea	aled en	velope is	not addre	ssed
to	"THE	HEA	AD-PU	RCI	HASE" wi	th 7	end	er Ref No	an	d Iten	n Desc	criptio	n and di	ue date	e. The bid	s delivere	ed in
pe	rson s	hall b	e drop	ped	in Purchas	e S	ectio	n. If the b	ids	are s	sent th	nrough	courie	or m	ail, it sh	ould reacl	h by
su	bmissi	on Da	te and	Time	e and inSte	m v	vill r	ot be respon	ns	ible f	or the	delay	v.				

2. DUE DATE FOR SUBMISSION OF QUOTATION AGAINST THIS ENQUIRY IS 06/05/2022 till 2.00 p.m.

- 3. OUOTATIONS RECEIVED AFTER THE DUE DATE SHALL BE REJECTED.
- 4. The Validity of your quotation should be for 60 days from the date.
- 5.All duties,taxes,surcharge and cess as currently applicable must be sated in your quotation,seperately.Otherwise your quote is liable to be rejected.
- 6. Your quotation should indicate delivery period & Warranty period.
- 7.Delivery to be made to our Stores. Please indicate charges, if any extra. Transit Insurance should be done upto in Stores.
- 8.If you are unable to supply the quality, specifications or brand as mentioned in our enquiry, Please state so and then offer alternative to quality/Specifications.
- 9. Payment : within one month after delivery & acceptance/satisfactory installation.
- 10.Please ensure that the enquiry number and the due date is superscribed on the envelope failing which your quotation is liable to be rejected.
- 11 Since we are a public funded research institution, we are exempted from paying Customs Duty (Except advolerum duty of 5% + 2% cess and 1% Cess Sec & High Edu. CESS vide Notification No.51/96 Customs dt: 23.07.1996, Notfn No. 28/2003- custom dt: 01.03.2003, Notfn .No. 43/2017-Customs dt: 30.06.2017 & Notfn No. 47/2017- Integrated Tax (Rate) dt. 14.11.2017, Notfn No. 10/2018-Integrated Tax (Rate) dt. 25.01.2018 and Notfn No. 45/2017-Cental Tax (Rate) dt. 14.11.2017, Notfn No. 45/2017- Union Territory Tax (Rate) dt. 14.11.2017 & Notfn No. 9/2018- Central Tax (Rate) dt. 25.01.2018, as amended from time to time for research purposes only. This Registration is subject to terms and conditions mentioned overleaf. This registration is valid up to 31.08.2025).

Institute For Stem Cell Science and Regenerative Medicine

Autonomous institute of the Department of Biotechnology, Government Of India



30/04/2022

Date:

Ref: INS/L-5772/2021-2022(Y)

12. Any dispute or differences that may arise between the parties shall be referred to the sole arbitration of the Centre Director or his nominees. The Decision of the arbitrator shall be final and binding on the parties. The venue for arbitration shall be Bangalore. The provisions of the Arbitration and Conciliation Act,1996 as amended from time to time shall apply. The Courts in Bangalore shall have exclusive jurisdiction to deal with any or all disputes between the parties.

- 13. INSTEM is a public funded research institute and is entitled to concessional rate of GST @ 5%for certain items supplied for research purpose vide notification no. 47/2017 and 45/2017 dated 14th Nov, 2017. The offer should be submitted after fully considering the above notification.
- 14. Liquidity Damages: If the equipment/ items as per specifications in our P.O. is not supplied (shipped) within the specified delivery schedule, then liquidated damages (not in terms of penalty) will be imposed automatically and shall be deducted from the bill at the rate of 0.5% per week subject to a maximum of 10% of the order value.
- 15. *PORT of Entry FOR CUSTOM CLEARANCE-ICD BANGALORE INDIA The BILL OF LANDING & INVOICE SHOULD BE E- MAILED TO purchase@ncbs.res.in ATLEAST 2-3 WORKING DAYS IN ADVANCE. PORT OF DISCHARGE-CHENNAI AND FINAL DELIVERY-ICD BANGALORE THE ORIGINAL BILL OF LANDING AND A COPY OF INVOICE SHOULD BE SENT TO INSTEM DIRECTLY BEFORE SHIPMENT ARRIVAL FOR SPEEDY AND PROMPT CLEARANCE ANY DELAY AND DEMURAGE ON ACCOUNT OF THIS, ADDITIONAL COST INCURRED BY INSTEM DUE TO DELAY, THE SAME SHALL BE RECOVERED FROM YOUR PAYMENT.
- 17. Income Tax at the applicable rates as per the Indian Income Tax Act 1961 will be deducted at source for the services availed / ordered. In case of service provider, the rate of tax deduction shall be at 2% as per Section 194C, and in case of fee for professional / technical services under section 194J, the tax reduction shall be at the rate of 10%. The fee for technical service under section 194J shall be subject to TDS at the rate of 2%. In case service provider does not provide PAN number, the deduction shall be at 20% under section 206 AA. -Tax Deduction Certificates will be provided on request for non PAN holders & Foreign Vendors and PAN holders could avail them through NSDL site dealing with 26AS.
- 18. Micro and Small Enterprises (MSEs):
- a. Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME)

 b. The MSEs are exempted from payment of earnest money and tender fees subject to furnishing of relevant valid certificate for claiming exemption as per privilege rules of Government of India.
- 19. Kindly provide HSN Code for the products quoted against Enquiry.

20. FORCE MAJEURE CLAUSE:

a) Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to the acts of the purchaser either in its sovereign or contractual capacity, wars or revolution, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs, and freight embargoes. However, it should not be used by a party to effectively to escape liability for bad performance.

If there is delay in performance or other failures by the supplier to perform its obligation under its contract due to event of a Force Majeure, the supplier shall not be held responsible for such delays/failures.

If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within 21 days of occurrence of such event with reasonable evidence thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

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 90 days, either party may at it option terminate the contract without any financial repercussion on either side.

Institute For Stem Cell Science and Regenerative Medicine

Autonomous institute of the Department of Biotechnology, Government Of India



b) There may be a Force Majeure situation affecting the institute only, under which the institute shall have equal rights to claim relief under such Force Majeure situations.

21) Debarment of bidders by the institute for committing of offences or breach of contract will be governed by the provisions of Government of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division OM No. F/1/20/2018-PPD dated 02.11.2021 / relevant GFR provisions and based on approval of Nodal Ministry

Yours faithfully

For and on behalf of Institute For Stem Cell

Science and Regenerative Medicine

GKVK, Bellary Road, Bangalore-560065,INDIA

Phone No.: 91-80-23666341/344/345/346

Fax: 91-80-23636662

Website: www.instem.res.in

Email Id:

purchase@instem.res.in

Item Number	Item Title	Item Description	Item Quantity	Unit of Measure	Consignee ID	Delivery Period (In number of days)
1	Hose clamp	Hose clamp SS (bracket)40mm	50	Nos	manishy.instem	15
2	pipe fitting	20mm Union G I pipe fitting	10	Nos	manishy.instem	15
3	Wash basin (lipka)	Waste coupling 32mm for wash bain	10	Nos	manishy.instem	15
4	hex reducing nipple (prima)	Brass hexagon hex reducing nipple 15mm	25	Nos	manishy.instem	15
5	collar pipe fitting	15mm dia G I collar pipe fitting	20	Nos	manishy.instem	15
6	plug G	15mm dia plug G I pipe fitting	20	Nos	manishy.instem	15
7	CPVC pipe (finolex)	CPVC pipe 25mm (1 length = 3meter)	5	Nos	manishy.instem	15
8	Health faucet (jaguar)	Health faucet (Jaguar bathroom hand shower)	20	Nos	manishy.instem	15
9	dia elbow	PVC 63mm dia elbow	20	Nos	manishy.instern	15
10	CPVC Union (prince)	CPVC Union 25mm	25	Nos	manishy.instem	15
11	dia union G	15mm dia Union G I pipe fitting	10	Nos	manishy.instem	15
12	metal paste	Metal paste (Loctite thick paste 0.5 kg metal putty)	1	Nos	manishy.instem	15
13	PVC pipe (Astral)	PVC pipe 110 mm dia (6 meter length x 6Kg)	5	Nos	manishy.instem	15
14	pipes (finolex)	CPVC pipes 20mm -(1length=3m)	5	Nos	manishy.instem	15
15	Collar (Astral)	CPVC collar 20mm	25	Nos	manishy.instem	15
16	brass (Astral)	CPVC brass Tee 20mm	25	Nos	manishy.instem	15
17	waste water pipe	Flexible waste water pipe 32mm	50	Nos	manishy.instem	15
18	FTA (Ashirvad)	CPVC brass FTA 20mm	25	Nos	manishy.instem	15
19	MTA (Ashirvad)	CPVC brass MTA 20mm	25	Nos	manishy.instem	15
20	connection pipe (Kohinoor)	Connection pipe with nuts hot and cold water	20	Nos	manishy.instem	15
21	valve (Astral)	CPVC ball valve 25mm	25	Nos	manishy.instem	15
22	gauge	Water pressure gauge 10kg (Nominal size of dial 150mm x process connection 15mm dia)	3	Nos	manishy.instem	15
23	dia G I pipe	20mm dia G I pipe outer thried (6meter length)	2	Nos	manishy.instem	15
24	15mm dia	15mm dia G I pipe outer thried (6 meter length)	2	Nos	manishy.instem	15
25	Tefon tape	Tefon tape 10mtr length 1 inch width		Nos	manishy.instem	15
26	tee pipe fitting	20mm dia G I tee pipe fitting	20	Nos	manishy.instem	15
27	elbow (prince)	CPVC reducer elbow 20mm x 25mm	25	Nos	manishy.instem	15
28	barrel nipple	G I Hot Finished seamless (HFS) barrel nipple 40mm x 125mm	25	Nos	manishy.instem	15
29	water gauge	Water pressure gauge 5 kg (dial size 100mm x process connection 15mm dia	3	Nos	manishy.instem	15
30	collar (Astral)	CPVC collar 25mm	25	Nos	manishy.instem	15
31	stand	Sprinklers with stand for garden	5	Nos	manishy.instem	15
32	collar pipe	20mm dia GI collar pipe fitting	25	Nos	manishy.instem	15
33	CPVC 20mm (Astral)	CPVC elbow 20mm	25	Nos	manishy.instem	15
34	extention	G I extention nipple 25mm x 40mm	25	Nos	manishy.instem	15
35	PVC 63 mm (PVC)	PVC pipe 63mm dia (6meter length x 6 kg)	5	Nos	manishy.instem	15
36	brass tee (astral)	CPVC brass Tee 25mm	25	Nos	manishy.instem	15
37	M seal (Pedilite)	Pedilite grade 1 M seal	20	Nos	manishy.instem	15
38	25mm (prince)	CPVC elbow 25mm	25	Nos	manishy.instem	15
39	reducer (prince)	CPVC reducer collar 20mm x 25mm	25	Nos	manishy.instem	15
40	MTA 25mm	CPVC brass MTA 25mm	25	Nos	manishy.instem	15
41	union 20mm (prince)	CPVC union 20mm	25	Nos	manishy.instem	15
42	FTA 25mm			Nos	manishy.instem	15
43	reducer collar (astral)	CPVC reducer collar 25mm x 15mm		Nos	manishy.instem	15
44	Duracell	Duracell ultra power alkaline 6V batteries		Nos	manishy.instem	15
45	reducer elbow 20mm (astral)	CPVC reducer elbow 20mm x 25mm	50 25	Nos	manishy.instem	15
46	CP Tee CP Tee 15mm		25	Nos	manishy.instem	15
47	ball value (prayag) CPVC ball value 20mm		20	Nos	manishy.instem	15

Additional Terms and Conditions

1. Micro and Small Enterprises (MSEs):

- 1. Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME)
- 2. The MSEs are exempted from payment of earnest money and tender fees subject to furnishing of relevant valid certificate for claiming exemption as per privilege rules of Government of India.
- 3. The bidder submits registration of Udyog Adhar Memorandum (UAM) by Ministry of Micro Small and Medium Enterprises (MSME) vendors on Central Public Procurement Portal (CPPP). The bidders who fail to submit UAM number shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order 2012 issued by MSME.

2. PRICE

The Tenders to be quoted in INR. For imported goods, to be quoted in currency of the approved currency from RBI. The price/s quoted shall be firm till the complete execution of the order. All details relating to price, price breakup, inland transportation, documentation, taxes and duties, levies, freight charges, delivery terms, mode of payment, mode of Despatch, Insurance should be clearly stated.

3. This invitation is only for Class "1" and Class "2" Suppliers as prescribed in "Public Procurement (Preference to Make in India) order 2017 of GOI. Dept of DIPP" (OM No. P-4502/2/2017-PP(BE-II) dated 04th June, 2020. Necessary certification for local content must be submitted by the prospective bidders strictly as per Annexure – 2 attached with the tender document.

For indicating the price, the tenderers may choose any/all of the following: The 'Class-I Local Supplier' / 'Class-II Local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I Local Supplier' / 'Class-II Local Supplier' as the case may be.

As per O.M No. F.No.6/18/2019-PPD, dt.23/07/2020, the following condition to be fulfilled and the bidder to submit the following declaration on their Letter head.

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is Registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A Subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

4. Eligibility for Participation:-

- (i) Indigenous manufacturers and their authorized dealers are eligible and they will be considered as Local Supplier Class I/II for price preference as per GOI Notification vide OM bearing No.F-45021/2/2017-PP(BE-II) dated 04th June, 2020 and again on 16th September 2020 issued by Department of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce & Industry, Govt. of India.
- (ii) In pursuant of the clarification vide GOI Notification vide OM bearing No.P-45021/102/2019-PP(BE-II) (E-29930) dated 26.11.2020 issued by Public Procurement Section, Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, GOI that bidders offering imported products will fall under the category of Non-Local Suppliers and they can't claim themselves as Class I Local Supplier / Class II Local Supplier by claiming profit, warehousing, marketing, logistic, freight etc., as Local Value addition.

- (iii) Since it is Tender Enquiry thus non supplier in terms of GOI Notification vide OM bearing No.F-45021/2/2017-PP(BE-II) dated 04th June, 2020 and again on 16th September 2020 issued by Department of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce & Industry, Govt. of India are also eligible for participation in the tender.
- (iv) In pursuant of the OM bearing No.F.N.6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Div., Department of Expenditure, Ministry of Finance, Govt. of India the manufacturer/supplier are not eligible for participation if they are from such country which shares the land border with India. Offered items manufactured in such countries will not be considered.

The taxes (State, Central, Turnover tax, Works Contract Tax, etc.). Please specify which are applicable. The duties and other levies, freight, insurance shall be stated clearly and separately. Also please mention whether the same is included in the price/s quoted.

5. FORCE MAJEURE CLAUSE:

a) Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to the acts of the purchaser either in its sovereign or contractual capacity, wars or revolution, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs, and freight embargoes. However, it should not be used by a party to effectively to escape liability for bad performance.

If there is delay in performance or other failures by the supplier to perform its obligation under its contract due to event of a Force Majeure, the supplier shall not be held responsible for such delays/failures.

If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within 21 days of occurrence of such event with reasonable evidence thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event. 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 90 days, either party may at it option terminate the contract without any financial repercussion on either side.

- b) There may be a Force Majeure situation affecting the institute only, under which the institute shall have equal rights to claim relief under such Force Majeure situations.
- 6. Liquidity Damages: If the equipment/ items as per specifications in our P.O. is not supplied (shipped) within the specified delivery schedule, then liquidated damages (not in terms of penalty) will be imposed automatically and shall be deducted from the bill at the rate of 0.5% per week subject to a maximum of 10% of the order value.
- 7. Income Tax at the applicable rates as per the Indian Income Tax Act 1961 will be deducted at source for the services availed / ordered. In case of service provider, the rate of tax deduction shall be at 2% as per Section 194C, and in case of fee for professional / technical services under section 194J, the tax reduction shall be at the rate of 10%. The fee for technical service under section 194J shall be subject to TDS at the rate of 2%. In case service provider does not provide PAN number, the deduction shall be at 20% under section 206 AA. -Tax Deduction Certificates will be provided on request for non PAN holders & Foreign Vendors and PAN holders could avail them through NSDL site dealing with 26AS.

8. Micro and Small Enterprises (MSEs):

- a. Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME) b. The MSEs are exempted from payment of earnest money and tender fees subject to furnishing of relevant valid certificate for claiming exemption as per privilege rules of Government of India.
- 9. Kindly provide HSN Code for the products quoted against Enquiry.

Annexure - 1

Bid Security Declaration for Order Value > Rs.5 Lakh (to be submitted on Company's Letter Head)

I/We the undersigned hereby declare that if we withdraw or modify the bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document or fail to execute the contract, we will be suspended for the period of time specified in the request for bids document from being eligible to submit bids for contracts with the entity that invited the bids.

Name and Signature of Authorized Signatory and Company Seal

Certificate for Local Content

"We (name of manufacturer) hereby confirm in respect of quoted item(s) that Local Content is equal to or more than 50% and come under "Class-I Local Supplier" Category. As being "Class – I Local Supplier", we are eligible for Purchase Preference under "Make in India" Policy vide GOI Order No.P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020).

OR

"We (name of manufacturer) hereby confirm in respect of quoted item(s) that Local Content is more than 20% but less than 50% and come under "Class-II Local Supplier" Category.

The details of the location (s) at which the local value addition made is/are as under:

1.

2.

3.

*Strike out whichever is not applicable

Date:

Seal & Signature of the Bidder

NOTE:

- 1. Self-certification that the item offered meets the minimum local content (as above) giving details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy, if applicable.
- 2. In cases of procurement for a value in excess of Rs.10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content to avail the benefits under the make in India Policy, if applicable.

<u>Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23-Jul-2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017</u>

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General conditions. Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 & prescribed tender conditions).

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM
I, the undersigned,
1) The facts contained herein are within my own personal knowledge.
2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 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.
3) I certify that M/s
4) 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 immediate termination and further legal action in accordance with law as per clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.
AUTHORISED SIGNATURE: DATE:
Seal / Stamp of Bidder

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I, the undersigned,	(full names),
of M/s	(name of bidder entity), that:
1) The facts contained herein are within m	iv own personal knowledge.
2) I have read the Order and provisions of	Government of India, Ministry of Finance, Department of Expenditure, /20/2018-PPD dated 02.11.2021 and confirm that I/we have not been
A bidder shall be debarred if he has convident	cted of an offence-
(a) under the Prevention of Corruption	on Act, 1988:
or	
(b) the Indian Penal Code or any other law a threat to public health as part of execution	v for the time being in force, for causing any loss of life or property or causing on of a Public Procurement Contract
AUTHORISED SIGNATURE:	DATE:
Seal / Stamp of Bidder	