Institute For Stem Cell Science and Regenerative Medicine
Autonomous institute of the Department of Biotechnology, Government Of India

inStem

Ref: **INS/L-5829/2021-2022(Y)** **Date : 25/04/2022**

ENQUIRY

Dear Sirs,
Please let us have your lowest Quotation for the following :

Sl.No	Cat.No	Item Description	Make/Model	Item Qty	UOM
1	-	Supply of Cooling Tower Spare Material for Retrofit/ Repair (As per Specs & Qty attached)	-	1.00	Set.

Note :

1. The bids shall be enclosed in an envelope , and due date sealed duly marked "Tender for _____" Ref No : _____ . The bids should be addressed and to be mailed to "THE HEAD-PURCHASE". The bids are liable to be rejected if the sealed envelope is not addressed to "THE HEAD-PURCHASE" with Tender Ref No and Item Description and due date. The bids delivered in person shall be dropped in Purchase Section. If the bids are sent through courier or mail , it should reach by submission Date and Time and inStem will not be responsible for the delay.

2. **DUE DATE FOR SUBMISSION OF QUOTATION AGAINST THIS ENQUIRY IS**
02/05/2022 till 2.00 p.m.

3. QUOTATIONS 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 inStem 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).

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.

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

Yesu R

GKVK, Bellary Road, Bangalore-560065,INDIA
Phone No. : 91-80-23666341/344/345/346
Fax : 91-80-23636662
Email Id: purchase@instem.res.in
Website : www.instem.res.in

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.

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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

Annexure – 2

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.

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

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, ... (full names), do hereby declare, in my capacity as ..... of M/s. ..... (name of bidder entity), that:

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. ..... (name of bidder entity) ***is not from such a country or, is from such a country (strike out whichever is not applicable),*** has been registered with the Competent Authority. I hereby certify that the SUPPLIER fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority is attached).

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),
do hereby declare, in my capacity as .....
of M/s ..... (name of bidder entity), that:
1) The facts contained herein are within my own personal knowledge.
2) I have read the Order and 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 and confirm that I/we have not been convicted of an offence and not engaged in any of the acts as mentioned below:

A bidder shall be debarred if he has convicted of an offence-

(a) under the Prevention of Corruption Act, 1988:

or

(b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a Public Procurement Contract

AUTHORISED SIGNATURE: DATE: _____

Seal / Stamp of Bidder

Ref No: INS/L-5829/2021-2022(Y)

Supply of Material for Cooling Towers Retrofit/ Repair Work, HVAC System

1. **Scope:** This tender is for supply of material for retrofit/ repair of existing cooling towers of HVAC System in Institute for Stem Cell Science and Regenerative Medicine (inStem), GKVK Campus, Bengaluru 560065, as per specification given below. Bidders are requested to contact the Engineer-in charge/ concerned personnel of inStem if any clarity is needed on the material to be supplied.

2. **Technical Specification of Material:**

Sl No	*Material Description*	*Specifications*	*Unit*	*Qty*
1	Drift eliminator	**Type:** D-15 Cooling Tower PVC Drift Eliminator, **Size** (L x W x H): 1500 x 600 x 100 mm, **Material:** PVC, **Cooling tower Type:** Counter-Flow cooling towers, **Shape:** Rectangle, **Thickness:** 0.30 mm-0.50 mm, **Colour:** Black. **Note: If required sample will be provided.**	Nos.	5
2	Drift eliminator	**Type:** D-15 Cooling Tower PVC Drift Eliminator, **Size** (L x W x H): 1200 x 600 x 100 mm, **Material:** PVC, **Cooling tower Type:** Counter-Flow cooling towers, **Shape:** Rectangle, **Thickness:** 0.30 mm-0.50 mm, **Colour:** Black. **Note: If required sample will be provided.**	Nos.	10
3	Deck Spray Nozzles	**Material:** PVC/ ABS Plastic, **Size:** 63 mm, **Type:** Cooling Tower Deck Spray Nozzle, **Colour:** Gray/ White. **Construction:** Nozzle body with external (male) thread with good finishing including silicone gasket, turbulators/ orifice inserts as required. Nozzle body made of lightweight PP / ABS plastic, which is serviceable at temperatures up to 180 F (82 C), resulting in less system weight and piping cost. **Note:** *If required sample/ photo will be provided before quoting the price. The successful vendor shall also first supply one sample. After approval of concerned Engineer, the material should be delivered as per ordered quantity.*	Nos.	125
4	PVC Union Socket Joint	**Make**: Finolex/ Supreme/ Astral, **Material:** PVC/UPVC/CPVC, **Type**: Union Socket, **Size**: 75 mm, **Working Pressure**: 4 Kg/Cm2.	Nos.	120

5	PVC Reducing Tee	**Make**: Finolex/ Supreme/ Astral, **Material:** PVC/UPVC/CPVC, **Type:** Reducing Plain Tee, Size: 160 x 75 mm, **Working Pressure**: 4 Kg/Cm2.	Nos.	120
6	PVC Reducing Tee	**Make:** Finolex/ Supreme/ Astral, **Material:** PVC/UPVC/CPVC, **Type:** Reducing Tee with one side female threaded, **Size:** 75 x 63 mm, **Working Pressure:** 4 Kg/Cm2. (Using female thread, deck spray nozzle having male thread shall be fitted).	Nos.	120
7	PVC End cap	**Make:** Finolex/ Supreme/ Astral, **Material:** PVC, **Size:** 160 mm, **Working Pressure:** 4 Kg/Cm2.	Nos.	12
8	PVC Pipe	**Make:** Finolex/ Supreme/ Astral, **Material:** PVC/UPVC/CPVC, **Size:** 160 mm, **Working Pressure:** 4 Kg/Cm2	Mtr	18
9	PVC Pipe	**Make:** Finolex/ Supreme/ Astral, **Material:** PVC/UPVC/CPVC, **Size:** 75 mm, **Working Pressure:** 4 Kg/Cm2	Mtr	150
10	SS Shielded Coupling	Natural SS Shielded Coupling with Rubber Gasket for hubless MS & PVC Pipe, **Size**: 160mm, **Material**: SS304 with EPDM Rubber Gasket & Clips, **Working Pr**: 4 Kg/Cm2	Nos.	6
11	PVC solvent	**Function:** PVC solvent cement for repairing and bonding of PVC pipes, **Make:** Finolex/ Supreme/ Astral, **Qty:** 500 ml	Nos.	2
12	Fiberglass Matt	**Type**: Fiberclass Chopped Strand Mat, **Material:** Composites of polyester, fiberglass, **GSM:** 300 gsm . **Note: If required sample will be provided.**	Kg	10
13	Polyester Resin	**Type:** Unsaturated Polyester Resin Liquid	Kg	60
14	Hardener	**Function:** Catalyst, **Composition:** MEKP - Methyl Ethyl Ketone Peroxide (35%)/ to be compatible with polyester resin.	Kg	2
15	Accelerator	**Composition:** Cobalt Octoate with 6% Cobalt content/ to be compatible with polyester resin.	Kg	1
16	Putty Powder	**Make:** Asian Paints/ Berger/ Nerolac, **Type:** Marvello Plast, **Colour:** White.	Kg	30
17	Brush	**Function:** Brush for application of bonding material, Brush width: 3 inches, **Material:** Nylon	Nos.	10