

Ref: INS/W-5033/2024-2025(M)

Tender Notice No.010/2024-2025

PUBLIC TENDER

**2 PART TENDER FOR PROVIDING MEDICINAL CHEMISTRY SYNTHESIS
SERVICE FOR BMGF WORK**

Refer Annexure-A for Scope of Work/Evaluation Criteria with marks

This tender document contains Total 11 pages

Tender Fee: Rs.1500/-+ 18% GST, Cost of Tender: Rs.65.00 Lakhs, EMD amount: Rs.1,30,000/-

General Terms and Conditions:

Important instructions for the Tenderers: -

The Service contract is initially for one year, on satisfactory performance the contract shall be extended for another two years on year-to-year basis.

The details in regard to technical specification and other terms and conditions should be cogent and clear to the extent possible.

Tenders are invited under 2 part system from reputed Service providers/Suppliers for Providing Medicinal Chemistry Synthesis Service.

1.1 Quotations must be submitted giving complete details using enclosed tender papers.

1.2 The rates quoted should remain valid for a period of 180 days from the date of Price Bid opening.

1.3 Each page of the tender except the Price & Delivery part shall be on printed letterheads or forms and bear the signature, date, name and designation of the person signing the offer. If they are not on letterheads, a rubber stamp indicating full name, address and phone No., Telex No., Fax No. etc. of the firm shall be affixed at the end of each page.

1.4 Bids containing erasures or alterations are liable to be rejected unless countersigned by the authorized signatory.

1.5 All rates and total amount should be written both in figures and in words and if there is any discrepancy between the two, the lowest amount only will be considered.

1.6 We reserve the right to place order for part/reduced quantity than what is specified in the tender and also reserve the right to split the order to more than one supplier.

1.7 Please return/upload the tender papers including Conditions of Tender as well as the Annexures with your signature, rubber stamp and date affixed on each page.

1.8 All bids in response to this invitation of tender should be submitted in a manner and method specified above. Tender which do not comply with the above conditions are liable to be rejected.

1.9 Late and delayed tenders will not be considered. Therefore, tenderers shall ensure that the tenders are uploaded on or before the due date and time stipulated for receipt of bids.

1.10 Individuals signing the bid form and other supporting documents must specify the capacity in which they sign, like -

a) Whether signing as a Sole Proprietor of the firm or his attorney.

b) Whether signing as a partner of the firm or his attorney

c) Whether signing as Director of a Limited Company.

2. **CATALOGUE/TECHNICAL LITERATURE**

All necessary catalogue/drawing literature/data and details of item/s as are considered to be essential for full and correct evaluation of the bid shall invariably accompany the bid.

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3. Micro and Small Enterprises (MSEs):

- 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)
- 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.
- 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.

4. 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, Road/AIR/Marine freight charges, delivery terms (ex-works/F.O.R/F.O.B/C.I.F.) mode of payment, mode of Despatch, Insurance, Agency Commission, if any, shall be paid after satisfactory installation & Commissioning of the goods. The quoted price should be supported with original proforma invoice. The proforma invoice should indicate the percentage of agency commission included in the FOB prices. Indian Agent to be paid in Indian currency.

For indicating the price, the tenderers may choose any/all of the following:

- Ex-works (all other charges to be indicated separately).
 - F.O.R. site (i.e. Freight, Packing & Forwarding, loading on to the transport, documentation etc. included.) Internal transportation, Freight, Insurance, etc. to be shown separately.
 - F.O.B (cost of goods, Packing & Forwarding, Inland Transportation, Documentation, etc. till the item is loaded on to the cargo carrier). Freight & Insurance charges to be separately indicated.
 - C.I.P (cost of goods, packing & forwarding, documentation, freight, insurance, etc. all included). However, freight & insurance charges to be indicated separately.
- INSURANCE TO BE COVERED TILL inStem STORES.**

5. ELIGIBILITY FOR PARTICIPATION: -

Eligibility Criteria: This invitation for bids is open to Original Manufactures (OEM) /Authorized Dealers/Authorized Distributors/Subsidiary Indian Company of the OEM /Indian Agent on behalf of the Foreign Manufacturer or Principals of the tendered equipment. The bidder must be legal entity having a Permanent Account Number (PAN), Certificate of Incorporation, and Valid GST Registration Certificate is to be submitted

- This invitation is for “Class - I” and “Class - II” 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 16th September, 2020. Necessary certification for local content must be submitted by the prospective bidders strictly as per Annexure 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

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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.

- iii. 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.
- iv. 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.
- v. 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.
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

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- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
6. 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.
7. **VALIDITY OF BIDS**
The bids shall be valid for a period of at least 180 days from the date of opening of the Price bids. Bids with shorter validity period are liable for rejection.
8. **DELIVERY**
The tenderer should clearly mention the time required for supplying the item. The period of delivery will be counted from the date of receipt of the order. The delivery date is the date at which the equipment should be delivered at inStem.
9. **PACKING**
The item should be packed appropriately so that it can sustain transit hazards, multiple landing, warehousing, etc. during transit.
10. **PLACE OF DELIVERY**
ALL DELIVERIES shall be effected to the INSTITUTE FOR STEM CELL SCIENCE AND REGENERATIVE MEDICINE, GKVK Campus, Bellary Road, Bangalore-560065.
11. **Security Deposit:** A security deposit @ 3% of the contract value shall be provided by the Contractor within 15 days of awarding of Contract. Alternatively, a Bank Guarantee from a Commercial Bank for the equivalent value may be furnished for the period of agreement with 3 months grace period.
The security deposit is refundable after expiry of the agreement subject, to (a) any claims on the Contractor, (b) after the Contractor certifies and confirms by submitting proof wherever possible as desired by Accounts Officer that the Contractor has paid bonus, all premium as PF/ESI, (c) that the contractor has submitted a statement to each of the employees who had worked under him, the moneys deposited as premium on ESI, Insurance, etc. The Institute reserves the right to deduct from the security deposit any amount for damages/deficiencies in service by the Contractor or to meet any statutory deficiencies. The security deposit does not carry any interest. The Institute shall have the absolute right to deduct from the security deposit and/or any amount payable to the Contractor and any damages as may be determined by the Institute Director, whose decision shall be final on account of any act or omission in the Contract, by the Contractor.
12. **TAXES AND DUTIES**
The Institute shall deduct all taxes and duties, as applicable, from time to time from the bills payable. 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

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Certificates will be provided on request for non-PAN holders & Foreign Vendors and PAN holders could avail them through NSDL site dealing with 26AS.

13. **PAYMENT TERMS**

Quarterly payment, on completion of each quarter within 4 weeks

14. **CLARIFICATIONS**

After opening the bids, if it becomes necessary for the purchaser to seek clarifications from the bidders, the same will be sought from the bidders. In such an event, the bidders will furnish all technical information / clarifications to the purchaser to reach on or before the due date fixed for that purpose, indicating the Purchaser's tender reference. If the technical clarifications sought do not reach on or before the date fixed, the bids shall be summarily rejected without any further notice.

15. **RISK CLAUSE**

Notwithstanding the other terms therein, the Centre at its option will be entitled to terminate the contract and to avail from elsewhere; at the risk and cost of contractor; either the whole of the contract or any part which the contractor has failed to perform within the time stipulated or if the same performance is not available, the best and the nearest available substitute thereof. The contractor shall be liable for any loss which the Centre may sustain by reason of such risk contract in addition to penalty.

16. **DISPUTE AND RESOLUTION**

Any dispute or differences that may arise between the parties that cannot be settled by mutual discussion at appropriate levels shall be referred to the sole arbitration of the Director, inStem or his nominee and his decision in the matter shall be final and binding upon the parties to the dispute. The venue for arbitration proceedings shall be Bangalore. In respect of any matters pertaining to such arbitration, the courts of law in Bangalore will have exclusive jurisdiction. This arbitration agreement (hereinafter referred to as this "Agreement") relating to this Contract (hereinafter called the "Main Agreement" for this agreement) is made under the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder (hereinafter called the Arbitration Act).

17. The Price shall be FOR INSTEM Stores.

18. INSTEM reserves the right to split the quantities or reject one or more offers in full or part without any reasons. Therefore, INSTEM decision is final and binding.

19. The quantity mentioned in the tender may be decreased/increased while ordering. However, the price quoted should be firm irrespective of change in the quantity.

20. **ACCEPTANCE OF TENDERS**

INSTEM does not pledge itself to accept the lowest/ any tenders and reserves to itself the right to accept the whole or part of the tenders or a part of the quantity offered.

21. Your Service Engineer should be fully trained to install the equipment and capable of maintaining the equipment during / after the warranty period.

22. **LIQUIDATED DAMAGES**

The successful bidder will have to agree that in case the item is not supplied within the agreed delivery schedule and after a grace period of seven days, then Liquidated Damages (not in terms of penalty) will be imposed automatically and be deducted from their bill at the rate of 0.5% per week subject to a maximum of 10% of the order value.

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23. Please enter unit price, Total Price and Grand Total in figures as well as words. Unit price and Total Price may be entered below each item.

24. Since we are a public funded research institution, we are exempted from paying Customs Duty (Except advalorem 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., 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).

25. 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 its 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.

26. 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.

For and on behalf of
Institute for Stem Cell Science and Regenerative Medicine

Sr Admin Officer-Purchase
GKYK, Bellary Road, Bangalore 560 065. India
Phone +91-80-61948096/8097/8098.
purchase@instem.res.in . www.instem.res.in

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INFORMATION TO TENDERERS

The Tender shall be evaluated under 2 (Two) Bid System

- I Technical Bid**
II Financial Bid

TECHNICAL SPECIFICATIONS AND EVALUATION CRITERIA WITH MARKS FOR 2 PART TENDER FOR PROVIDING MEDICINAL CHEMISTRY SYNTHESIS SERVICE FOR CCBT

Sl.No	Technical specifications	Marks
1	Well-established technical competence, capacity and facilities, quality and regulatory compliance and reputation and state-of-art analytical capabilities	20
2	Demonstrated capability in Synthetic and Medicinal Chemistry with experience in multi-step complex syntheses. Evidenced capability to carry out structure activity relationship studies coupled to the discovery and synthesis of new chemical entities, in structure-guided programs. Experience with novel targets like protein interactions would be an advantage.	20
3	Established premier provider of custom synthesis process in chemistry to drug discovery process as evidenced by major service agreements with established international pharmaceutical industry	20
4	Guaranteed capability to provide compounds with controlled water content and 95%+ purity as determined by LCMS and/or ¹ H NMR	15
5	Availability of internationally trained and extensively experienced PhD-level synthetic organic chemists	10
6	Ability to quote on a wide range of projects from mg to gram and higher scale including under GMP conditions	10
7	Option to conduct vendor qualification process by site audit of the vendor's facility	5
	Total score	100
	<p>Evaluation will be carried out and those BIDDERS who score a minimum of 75% overall and above will qualify for price bid opening.</p> <p>Thereafter, Financial proposal shall be evaluated. The Commercially LOWEST BIDDER shall be the first preferred Vendor for award of Order.</p> <p>Bidders should quote for all the points as per the NIT specifications covered in the Technical Evaluation Criteria (i.e., with and without marks)</p> <p>The Bid will be treated as not complied if the above condition is not fulfilled.</p>	

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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

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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

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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.

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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