

Ref. No. INS/W-5093/2023-2024(M)

Date: 24.04.2024

**SINGLE PART TENDER FOR ANNUAL MAINTENANCE CONTRACT FOR
FM200 FIRE SUPPRESSION SYSTEM
(REFER ANNEXURE-A FOR DETAILED SCOPE OF WORK)**

Last date for submission: 08/05/2024 till 14.00 hrs

Tender opening date & time: On 08/05/2024 at 14.30hrs

This tender document contains Total 12 pages

Cost of Tender: Rs.1,30,000/-

General Terms and Conditions:

Important instructions for the Tenderers: -

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.

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

1. Tenders are invited under single part system from reputed Service Providers for ANNUAL MAINTENANCE CONTRACT FOR FM200 FIRE SUPPRESSION SYSTEM

1.1 Quotations must be submitted giving complete details using enclosed tender papers. Quotations received after the due date shall be rejected.

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 -

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

3. **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)

GKVK, Bellary Road, Bangalore 560 065. India

Phone +91-80-61948096/97/98

email: purchase@instem.res.in, www.instem.res.in

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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.

c. 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:

- a) Ex-works (all other charges to be indicated separately).
- b) 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.
- c) 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.
- d) 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

- i. 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.
- ii. 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.
- 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. NON-LOCAL Suppliers are also eligible for participation in the tender as per relaxation on Global Tender Enquiry (GTE) on 364 Medical Devices Equipment as per OM. No.F.4/1/2023-PPD

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dt.03/04/2023 which will be exempted from the Instructions issued vide OMs No. F/12/17/2019-PPD dt.15.05.2020 & 28.05.2020 regarding GTEs.

v. 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.

vi. 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

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, Stores**. Please indicate extra charges, if any.

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

12. PAYMENT TERMS

Payment shall be released quarterly on satisfactory execution of work and submission of visit report with client remark & authorized signatory of inStem.

13. 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.

14. RISK CLAUSE

Notwithstanding the other terms therein, the Institute 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 Institute may sustain by reason of such risk contract in addition to penalty.

15. 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).

16. The Price shall be for inStem Stores.

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

18. 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.

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19.. 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.

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

21. 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.

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.

22. 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).

23. 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.

24. 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.

25. Kindly provide HSN Code for the products quoted against Enquiry.

For and on behalf of
Institute for Stem Cell Science and Regenerative Medicine
Sr Admin Officer-Purchase

GKVK, Bellary Road, Bangalore 560 065. India

Phone +91-80-61948096/97/98

email: purchase@instem.res.in, www.instem.res.in

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ANNEXURE-A

SCOPE OF WORK

Annual Maintenance Contract for FM200 Fire Suppression System						
SI	Nature of work	Unit	Qty	Unit Price	GST	Amount {(Unit Price +GST) x Qty}
1	<p><u>AMC:</u> Non-Comprehensive Annual Maintenance Contract for FM200 Fire Alarm Suppression system provided for various critical facilities at inStem lab complex including basement etc., which includes the entire setup comprising Alarm panels, Activation Panels, detectors at above & below false ceiling/ below floor panels and associated devices/ wiring etc. for the period of 12 month, as indicated below:</p> <p>Quarterly visit and should undertake following maintenance activities:</p> <ul style="list-style-type: none"> - Integrity check of gas bottles connections & piping for any leakages and rectification of the same including necessary tools & tackles and consumables like sealants, gaskets etc. - Integrity check of wiring & terminals, - Satisfactory operation of smoke detectors, relays, manual call points, hooters, solenoid, power supply modules etc., - Dusting up of all panels & detectors and maintain cleanliness, - Ensuring satisfactory battery operation & logging of output voltage, - Testing & servicing of acutators and lubricating of mechanical levers/ valves. - Any other faults, troubleshooting/ tuning to be undertaken as per instruction of Engineer in-charge and unlimited on call services for attending breakdowns. - Replacement of defective components procured by inStem through any mode of procurement. 	Job	1			
2	Rate Only Items					
2.1	Providing & fixing Gas Release Switch as per existing specifications	Nos.	1			
2.2	Providing & fixing Gas Release panel with 2-Zone fire detection and 1-Zone gas discharge module with binary switchtimer for release delay and potential free contact to relay "GasRelease " signal panel	Nos.	1			
2.3	Providing & fixing Micro - processor based Alarm Panel (addressable panel of double loop) for required devices capacity, discharge module with minimum 80-character LCD type display & LED indication for all zones, complete with internal sounder alarm/fault indications & standby 24 v lead acid batteries with charger	Nos.	1			

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2.4	Providing & fixing discharge Nozzles designed to provide the proper flowrate and distribution of gas to total flood a hazard area	Nos.	1			
2.5	Providing HFC-227ea Gas, factory-filled in the Gas Cylinder / from a UL - Listed Gas Filling Station	Kg.	1			
2.6	Supply and Installation of Electronic Hooter with flashing type multi-Strobe for combined audio - visual alarms clearly audible above ambient noise level with low frequency alarms, addressable sounders (Hooter cum Strobe with back box) complete with all fixing materials complete as required.	Nos.	1			
2.7	providing & fixing Abort Switch of approved pull-type	Nos.	1			
2.8	Providing & fixing Key-operated selector switch between the main Gas Bank and Reserve Gas Banks	Nos.	1			
2.9	Supply and installation of photo electric Analog addressable optical smoke detectors (multi sensor) suitable for detecting a wide range of smoke from slow smoldering and fast flaming fire. The detector shall have following features and also including supply of all fixing materials complete as required. i) Solid state addressing arrangement in combination with a hand held programmer to configure the sensor address. ii) Electronics free mounting base iii) Twin alarm LEDs for 360 Degree viewing and shall have Blinking LED facility. (Make: Notifier/FAPT-851)	Nos.	1			
2.10	Providing & fixing Photoelectric cum heat multi criteria type smoke detectors complete with LED address switch	Nos.	1			
2.11	Providing and fixing 1.5mm X 2 core Fire Survival Armoured cable, with copper conductor (600/1000V) having Cross linkable Ethylene Propylene Rubber (EPR) insulation with LowSmoke Zero Halogen (LSZH) inner & outer sheath	Mtr	1			
2.12	Manual Pull station as per existing specification/ Supply and installation of addressable manual call/Pull stations with builtin monitor module and press / break and resettable capability constructed of high impact LEXAN sheet with clearly visible operating instructions on the cover and the word "FIRE" shall appear on front and suitable for surface mounting / flush mounting as complete as required. (Make: Notifier)	Nos.	1			
2.13	Relay module as per existing specifications	Nos.	1			
2.14	Supply and Installation of short circuit isolator, analog addressable type for isolating analog devices from short circuit, fault isolating module shall have LED that latches to indicate a short on the loop. This device shall automatically determining an return to normal condition of the loop and restore the isolated segments. (Make & Model No: Notifier/ISOX-1)	Nos.	1			

मूल कोशिका विज्ञान एवं पुनर्योजी औषधि संस्थान (डीबीटी-इन्स्टेम)

जैव प्रौद्योगिकी विभाग, विज्ञान एवं प्रौद्योगिकी मंत्रालय, भारत सरकार के अधीन एक स्वायत्त संस्थान

Institute for Stem Cell Science and Regenerative Medicine (DBT- inStem)

An Autonomous Institute under Department of Biotechnology, Ministry of Science & Technology, Govt. of India



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2.15	Supply and Installation of addressable control modules for manual call/Pull points including supply and fixing of all fixing materials as required. (Make & Model No: Notifier/FCM-1	Nos.	1			
2.16	Response indicator as per existing specifications	Nos.	1			

Terms & Conditions

1	Vendor may visit the site and understand the system layout, site constraints & identify any shortcoming as the system should be maintained without any issues. Not visiting/ non-highlighting of any issues in the existing system should not be the excuse at later stage when work is awarded. Therefore, it is highly recommended to visit the site before quoting the bid.
2	Only BOQ SI No 1 will be considered for determining L-1 vendor who has quoted responsibly and lowest.
3	BOQ SI No 2 is the RATE ONLY items and inStem reserves the ordering of the same subject to reasonability in the price. If L1-bidder's RATE ONLY price is not reasonable as per other quotes/ market prices, the same can be procured from any other vendor and L-1 bidder who is awarded the work shall undertake replacement as per AMC contract.
4	The vendor shall arrange necessary rigs for refilling of gas, if order is placed for refilling of cylinders on needbasis to fulfill necessary pressure/ actual capacity of cylinder at inStem site.
5	Vendor should have registered local office for emergency support.
6	Duration of AMC is 12 months having total 4 maintenance schedules i.e. quarterly one maintenance schedule/ oncall trouble shooting with maintenance. If called for any breakdown the same should be attended immediately.
7	Payment shall be released quarterly on satisfactory execution of work and submission of visit report with clientremark & authorized signatory of inStem.
8	The AMC shall be for 12 months initially, the AMC may be extended for further period of 12 months based on satisfactory performance of the service provider.

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