

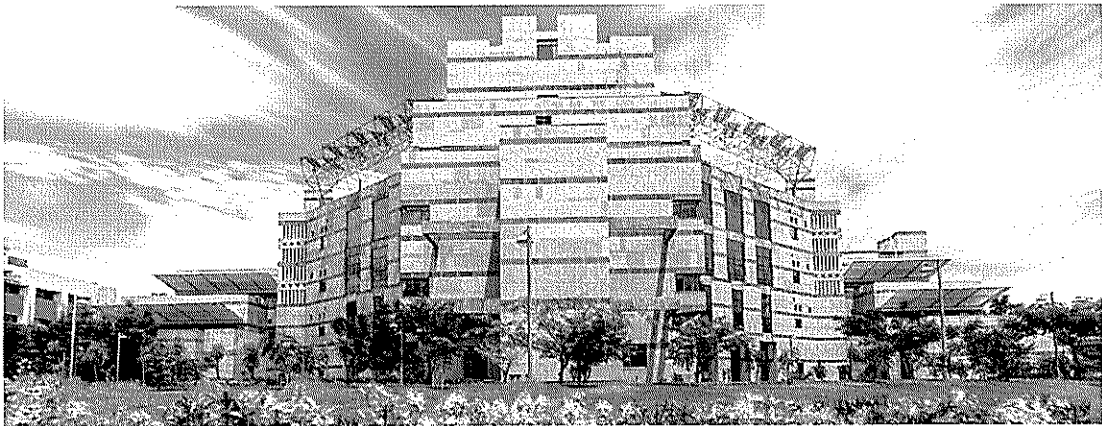
INSTITUTE FOR STEM CELL SCIENCE AND REGENERATIVE MEDICINE
(Autonomous Institute of the Department of Biotechnology, Government of India)
TIFR-NCBS campus,GKVK , Bellary Road, Bangalore-560065
Phone: 080-6194-8040/8039

REQUEST FOR PROPOSAL (RFP)


For

“Consultancy services for Detailed Engineering for adaptation of existing designated animal rooms into an ABSL 3 (Animal Facility - ABSL 3) facility”

RFP NO:inStem/maint(civil)/13(1)/2022-23/52 Dated:24/08/2022



INSTITUTE FOR STEM CELL SCIENCE AND REGENERATIVE MEDICINE
(Autonomous Institute of the Department of Biotechnology)
NCBS, GKVK Campus, Bellary Road, Bangalore – 560 065
Phone: 080-61948040/8039

 inStem	INSTITUTE FOR STEM CELL SCIENCE AND REGENERATIVE MEDICINE (Autonomous Institute of the Department of Biotechnology, Government of India) TIFR-NCBS campus,GKVK , Bellary Road, Bangalore-560065 Phone: 080-6194-8040/8039
---------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

RFP NO: inStem/maint(civil)/13(1)/2022-23/52 Dated:24/08/2022

Sealed tenders are invited in Two parts, (I- Technical Bid and II- Price Bid) on behalf of the Director, inStem, Bangalore for the work of “**Consultancy services for Detailed Engineering for adaptation of existing designated animal rooms into an ABSL 3 (Animal Facility - ABSL 3) facility**” from the well experienced, competent and specialized consulting firms in designing similar nature of work, up to 15.00 Hours on 14/09/2022

DETAILS OF TENDER:

1	Approximate cost of the project for which consultancy is required	Rs.360lacs
2.	Earnest Money Deposit	Bid securing declaration form to be submitted as per annexure-I
3.	Completion Period of project	07months (from date of issue of LOA to construction agency)
4.	Cost of tender document	Rs.1500+18%GST
5.	Date of Publishing	24/08/2022
6	Period of sale/Download	25/08/2022 to 14/09/2022
7	Pre-Bid conference	16/09/2022 @15:00hrs
7	Date of Tender Submission	22/09/2022 @15:00hrs
8	Opening of the Technical Bid	22/09/2022 @15:30Hrs
9	Opening of Price bid	Will be communicated separately

The RFP document can be obtained from the office of Civil engineering, inStem on any working day during the indicated period of sale between 10:00 Hours to 16:00 Hours by showing proof of eligibility and paying prescribed fee. The RFP document also can be downloaded from the following website.

www.inStem.res.in/Tenders and
<https://eprocure.gov.in/epublish/app>

In the case RFP being downloaded by any agencies, the cost of tender document to be placed in cover-1 and submitted along with the tender submission in the form of DD only drawn from any scheduled bank favoring “The Director, inStem, Bengaluru”.

Note: 1. It is the responsibility of the participating bidders to fully aware of the qualification criteria mentioned in the RFP and get satisfied with their eligibility before requesting or downloading the RFP document.

2.It is the responsibility of the participating bidder who download the document from the website, to frequently visit and find any update relates to this work. Bidder who download the document, advised to intimate to the department and register their participation at the earliest. The email address is indicated below.

3.It is advised to attend the pre-bid conference without fail on the date indicated in the RFP. In the case of change of schedule, about venue, same will be communicated to the registered participants and will be uploaded in the above website.

1. QUALIFICATION CRITERIA:

The bidder shall meet the following prequalification criteria and submit the documentary evidence in the technical bid.

1.1. The Service provider should have satisfactorily completed in the last seven years in his/her own / firm's name at least:

1.1.1. One similar project costing not less than Rs. 2.90cr or including an area of more than 280sqm approximately or

1.1.2. Two similar projects each costing not less than Rs. 2.20cr or including an area of more than 180 sqm approximately

1.1.3. Three similar projects each costing no less than Rs.1.45cr or including an area of more than 115 sqm approximately.

1.2. **“similar project” means** Engineering Design of uncontaminated Animal facility/ABSL 3/BSL-3 laboratory in any Central Govt./State Govt./PSU/Autonomous Bodies/Reputed laboratory institutes and other Govt. Department etc. and shall include HVAC, Civil, Electrical, BMS system, Equipment's, Effluent decontamination plan and other associated services. If required, this may be inspected (at the risk and cost of the participating company) by the competent authority of inStem. Tenders shall be submitted with all supporting documents i.e. formal contracts and completion certificate received from the institutes,

1.3. Preferably, based in Bangalore to avoid travel restrictions during pandemic and keep the project on schedule and for the continuous support whenever required on urgent basis.

- 1.4. The firm should have in-house personnel with experience in consultancy and should have a proven track record of successful service of design of ABSL3. Certificate of performance a must. (Please DO NOT submit any information pertaining to either clean room or ABSL 2 facility).
- 1.5. A proof to the effect of incorporation along with PAN card in the name of the company must be furnished.
- 1.6. The company shall attach copy of ITCC of last 3 years or ITR of last 3 years otherwise bids will not be considered. Copy of last 3years GST returns may also be furnished.
- 1.7. The company has to give an undertaking on their 'Letter Pad' that they have not engaged in any legal litigations or appeared in any type of court trial during last five years or blacklisted by any of the Govt. Depts./Govt. Institutions etc.

Copy of all documents of pre-qualification criteria and as asked for in the tender may please be attached with the Technical Bid ONLY. In case of shortfall of any documents/cost of tender, tender will summarily be rejected and no queries will be entertained in this regard. Decision of the inStem , Bangalore authority shall be final in this regard.

CRITERIA FOR EVALUATION:

All offers should be in two parts viz., (i) Technical Bid and (ii) Price Bid. (Interested firms are strongly urged to visit the site for physical check and status of the site condition before submitting their offer, the contact no 080-6194-8040/8039, may be used for this purpose for prior appointment).

The details submitted by the bidders in the technical bid will be evaluated in the following manner:

- a) **Inspection of site or attending pre-bid conference before quoting (05marks)**
- b) **Past Experience (55marks) –**
 - Experience in similar nature and magnitude of work - FORM" A & B" (25marks)
 - Performance of works– FORM" C" (25marks)
 - Excellent = 25marks
 - Good/satisfactorily = 20marks
 - Fair = 15marks
 - Poor = 0 marks
 - Previous experience with any government/PSU/autonomous bodies/Reputed laboratories (5marks)

c) Financial strength (15marks)

- Average annual turnover (7.5 marks) – FORM” D”
- Net profit (7.5marks) – FORM” D”

d) Organizational set-up, personal experience, qualifications and key personnel’s (25 marks).

- Organizations, Qualifications - FORM” E, F, - (12.5Marks)
- Relevant experience – FORM “ G, & H” – (12.5marks)

To become eligible for shortlisting for receipt of the price bid the bidder must secure at **Seventy Five percent (75%) marks** in aggregate. Only the price cover of technically qualified bidder will be opened for further evaluation. The institute, however, reserves the right to restrict the list of such qualified contractors to any number deemed suitable by it. Even though any bidder may satisfy the above requirements, he/she would be liable to disqualification if he/she has:

- a. made misleading or false representation or deliberately withheld information in the forms, statements and enclosures required in the eligibility criteria document
- b. record of poor performance such as abandoning work, not properly completing the contract, or financial failures/ weaknesses etc.

AWARD OF SERVICE:

Award of the Consultancy service will be based on the bidder whose offers are found to be responsive and lowest.

METHOD OF SUBMISSION OF TENDER:

The tender has to be submitted in the system as follows and deviation from the following guidelines will result in rejection of those bids.

- a) First Sealed cover shall contain Bid Declaration form, Technical Bid and Superscribed as “Technical Bid for “*Consultancy services for Detailed Engineering for adaptation of existing designated animal rooms into ABSL 3 (Animal Facility - ABSL 3) facility*”. This will be opened on the same day.
- b) Second Sealed cover shall contain the duly filled and signed and super scribed as “Price Bid for “*Consultancy services for Detailed Engineering for adaptation of existing designated animal rooms into ABSL 3 (Animal Facility - ABSL 3) facility*”. The date of opening of the price bid will be communicated separately.
- c) Final Sealed cover shall contain both indicated at (a) and (b) above and duly Superscribed as “Tender for inStem - “*Consultancy services for Detailed Engineering for adaptation of existing designated animal rooms into ABSL 3 (Animal Facility - ABSL 3) facility*”. Sealed cover has to be addressed to “The Director, inStem, GKVK Campus, Bellary road, Bengaluru, – 560065.

- d) Sealed tenders are to be deposited in the Box kept for the purpose at the Security office- NCBS, or Handed over at the office of inStem Purchase section before the due date.

2. OBJECTIVE OF THE PROJECT;

Institute for Stem Cell Science and Regenerative Medicine (inStem) intends to upgrade/remodel the existing part of its Animal facility space located on the lower basement floor of the laboratory building as ABSL-3 facility. inStem is a part of the Bangalore life science cluster that intends to establish an ABSL-3 (Animal Biosafety Level-3) facility with an academic interest in the aim of drug development and disease amelioration. The specified ABSL-3 facility is allocated to conduct experiments on rodents alone. At present, inStem is planning to conduct experiments on SARS-CoV-2 and later in future, the facility may be used to conduct experiments on other risk group-3 agents as well. The major objective of the ABSL-3 laboratory facility is to generate animal models for SARS CoV-2 and to enable fundamental & clinical/translational studies. In specific- the ABSL-3 facility intends to generate 'murine' models and humanized mouse models for SARS-CoV-2 infection studies in the application of teaching and research except for production activities

SPACE OUTLINE: The proposed ABSL-3 (Animal Biosafety Level-3) Facility shall have approximately 280 Sqm of footprint in the existing Animal Facility in a designated area. The scope of the space is to create two independent containment spaces with a common entry point. The size of two independent spaces should be optimal to hold 200 cages or four independent individually ventilated cage systems in each workspace with the partition for a procedural workspace. Each procedural workspace should hold equipment such as a biosafety cabinet, freezer, refrigerator, cage changing station and pass through Autoclave.

3. SCOPE OF WORK;

The scope of work but not limited to includes design consultancy services for HVAC, Civil, Electrical, Public health and other services for the proposed building of ABSL-3 facility for inStem at Bengaluru, Karnataka which shall be in accordance with the DBT/WHO/Canadian guidelines and as well to match with the conceptual engineering drawing and document of the institute (ref. annexure-2 for conceptual layout). The time estimated to set up the specified facility is 07 months from the issue of the Acceptance letter for the construction agency. The service provider needs to offer end-end design solution.

The part of conceptual design is already completed including zoning, men and material movement plan, pressure gradient and the responsibility of service provider under this contract is to subsequent design by fully respecting to the conceptual design. Any deviations from the conceptual design shall have to be incorporated only on specific approval from the inStem. Accordingly, the service provider shall offer his price considering the work already completed during conceptual engineering.

The service provider expected to design of ABSL 3 in such a way that rational utilization of services areas in lower & upper basements/ shafts leading to terrace/ areas in terrace floor, minimal/ nil disturbance to the eqpt/ system of other functional facilities in the basement and usage of existing equipment of animal facility to cater the need of ABSL3 i.e. to minimize the requirement of additional new equipment, wherever feasible. Therefore, the successful bidder shall evaluate all these challenges and should propose the optimum design considering all possible utilization of existing resources.

The service provider's scope is not limited to the scope of work mentioned in tender document, but includes, examining & evaluating the existing site constraints, identifying the potential challenges, regular feedback on the progress of detailed engineering and any other challenge encountered during execution. These shall be the responsibility of the service provider and is an integral part of scope of work.

The Detailed scope of work for consultancy shall be as follows:

- 3.1.Examine the existing site potentials and constraints, with the preparation of a detailed Technical feasibility report and design brief.
- 3.2.Examine the existing items connected to the proposed ABSL-3 space and identify the ways to salvage those items. Service provider shall have to make full efforts to use of existing items in the design before considering the alternatives.
- 3.3.Preparation of technical drawings required to obtain statutory approvals from the state/central authorities.
- 3.4.Carrying out detailed engineering design for the disciplines (1) HVAC, (2) Civil & Public health , (3) Electrical (4) Lab Furniture (5) Access control (6) BMS (7) Telephone and Internet connectivity (8) Fire safety (9) Disaster management (10) Effluent treatment plan (11) Door

interlocking system and other supportive services that respect to the institute's conceptual design of ABSL-3 facility and with consideration of guidelines relates to the establishment of containment laboratories and concerning public health-. *Considering the brownfield project nature, such detailed engineering design performed shall also need to account for the existing set-up; which is functional and new design shall ensure that ongoing functional activities of the space are not disturbed by either way of integration/ dis-integration between existing set-up and new design.*

- 3.5. The New design shall also be required to ensure smooth integration with the overall set-up of the existing building.
- 3.6. The existing back-end system like chiller plant, cooling system etc, shall have to be evaluated for ability to meet the facility's functional output requirement and full efforts shall have to be made to use these back-end systems.
- 3.7. Preparation of working drawings for all listed disciplines including coordinated drawings between different disciplines. Tender drawings are required to be prepared for immediate tender actions.
- 3.8. Incorporating implementable energy efficiency / optimization solutions in the design.
- 3.9. While designing the System & Equipment's, appropriate 'Noise Criterion' shall be ensured & the same shall be validated during the commissioning as per the Guiding Documents mentioned in the tender/ prescribed by the user, inside facility as well as outside areas where equipment shall be placed.
- 3.10. Preparation of safety evacuation plans.
- 3.11. Preparation of preliminary and detailed cost estimates including take-off sheets and rates.
- 3.12. Preparation of tender documents in compliance with the CPWD & GFR rules and guidelines (Including Bill of quantities). The list of makes of materials to be used for the works to be furnished, the list must contain a minimum of 3 different makes for each item (With preference to Made in India products as per Govt guidelines) which are equivalent in terms of cost and technical specifications from well-established manufacturers.

- 3.13. Giving complete and adequate periodical supervision to all the works such as HVAC, Civil, Electrical & other services etc. and the degree of such supervision commensurate with the nature and magnitude of works. **No travel allowances or out-of pocket allowances will be paid.**
- 3.14. Advising inStem on any other technical matters connected with the setting up of the ABSL-3 facility which may be required from time to time.
- 3.15. Indicating the defects in the work, if any, for prompt rectification by the constructing agency during construction and defects liability period.
- 3.16. Rendering generally, as such, by the Consultant all technical services as may in any way relate to or arise out of the construction of said facility entrusted to the consultant.
- 3.17. Since rational utilization of available space, timely completion of the construction and testing & commissioning up to the satisfaction of the validation requirements are critical to the setting-up of the ABSL-3 facility, the successful service provider may be required to generate 3D/ 2D drawings with super-imposing the existing set up to ensure there is no potential design flaws for execution/ construction. To achieve the same, the service provider should generate the system/ services' "As-Built" drawings of the existing facility if the employer does not have such documents in hard/ soft copies to provide as a ready reference.

4. MILESTONE OF DELIVERABLES FOR PAYMENT AND TIMELINE:

Stages	Brief Activity	Time Schedule in Days (from Date of award of contract)	Payment release terms
1	Examine site potential, constraints, Technical feasibility and design brief report for inStem approval, Rough estimate	0-7	10%
2	Preliminary design, Tender drawings, Tender document, and Drawings for statutory approval,	7-10	
3	Detailed design, detailed specification, tender document, detailed estimate including take-off sheets etc.	10-20	20%
4	Release of working drawings.	20-22	
5	Construction stage: Release of working drawings, check and approval of shop drawings, periodical inspection, clarify the doubts wherever necessary, offer interpretation of drawings and specifications, samples evaluation if department desires etc.	As per construction milestone = "T"	50%
7	Submission of completion reports and as built drawings etc.	T+7	20%

4.1. DELIVERABLES BY THE CONSULTANT:

Sl.No.	Deliverables	No. of prints	Soft copy required
1	Technical feasibility and design brief report, rough cost estimate.	3	Report soft copy (Un-editable) Rough estimate(editable)
2	Drawings for statutory approvals	3	Yes
3	Detailed Estimate, Design reports	3	Yes
4	Tender drawings, Tender documents, BOQ, Detailed specifications.	10	Yes
5	Working drawings and drawings revisions if any.	6	Yes
6	Final reports and as built drawings	3	Yes

Note:1. All the above drawings and documents shall also be submitted in the form of soft copies (Editable versions). All communications shall be made in duplicate.

2.The drawings shall be submitted by the consultant on A1/A0 size paper.

3.The scale of the drawing shall be as mutually discussed and finalized.

5. Conditions of Contract:

5.1. GENERAL PROVISION

A. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- 5.1.1. "Clients /institute " means, the, Institute for Stem Cell Science and Regenerative Medicine (inStem) Department of Biotechnology , Government of India.
- 5.1.2. "Government" means the Government of India.
- 5.1.3. "Contract" means the Contract signed by the Parties, to which these Conditions of Contract are attached, together with all the documents listed in Appendices of such signed Contract.
- 5.1.4. "Applicable Law" means the laws and any other instruments having the force of law in the country, as they may be issued and in force from time to time.
- 5.1.5. "Engineer-in-charge" means an engineer so appointed by the inStem responsible to direct, supervise and be in charge of the Services to be performed by the Consultant under the Contract.
- 5.1.6. "Party" means the inStem or the Consultant(s), as the case may be, and Parties means both of them.
- 5.1.7. "Service provider" means the consultant whose offer qualifies and is accepted by the institute
- 5.1.8. "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Scope of work hereto.
- 5.1.9. "Contract Price" means the charges to be paid for the performance of Services under this Contract.
- 5.1.10. "Local currency" means Indian Rupees.
- 5.1.11. "Foreign currency" means any currency other than Indian Rupees.
- 5.1.12. "Personnel" means persons hired by the Consultants or by any Sub- consultants as employees and assigned to the performance of the Services or any part thereof. "Foreign Personal" means such persons who at the time of being so hired had their domicile outside

the. " Local Personal" means such persons who at the time of being so hired had their domicile inside the inStem country.

5.1.13. Member" in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all these entities.

5.1.14. "Sub-consultant" means any entity to which the Consultant subcontracts any part of the Services;

5.2. COMMENCEMENT, COMPLETION, MODIFICATION & TERMINATION OF CONTRACT

5.2.1. Effectiveness of Contract:

This Contract shall come into effect on the date the Contract is signed by both Parties and such other date as may be stated in the RFP. The agreement between both the parties shall have to be made on the stamp paper within 10days from the issue of Letter of acceptance / work order whichever is earlier and that shall be considered as effective date for commencement.

5.2.2. Termination of the Contract for Failure to become Effective

If this contract has not become effective within such period of time after the date of the Contract signed by the Parties as shall be specified in RFP, either Party may, but not less than 4 (four) weeks written notice to other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect thereto.

5.2.3. Commencement of Services

The Consultant shall begin carrying out the Services at the end of such time period after the Effective Date as may be specified in the RFP.

5.2.4. Expiration of Contract

Unless terminated earlier pursuant to Clause 5.3 hereof, this Contract shall expire when the Services have been completed in all respect at the end of such time period after the Effective Date as is specified in the RFP.

5.2.5. Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

5.2.6. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or Contract Price, may only be made by written agreement between the Parties

5.3. FORCE MAJEURE

5.3.1. Force Majeure' means and includes any cause which is beyond the control of / either of the parties in the agreement which they could not foresee or with a reasonable amount of diligence could not have been foreseen and which substantially affects the performance of the Contract such as:

- a) Natural phenomena such as floods, droughts, earthquakes, epidemics etc.;
- b) Acts of war declared or undeclared, priorities and embargoes, quarantine etc.;
- c) Other phenomena such as riots, civil commotion, state-wide nationwide (but not local) bandh etc.

5.3.2. Parties shall not be liable for the delays in performing their part of obligation (s) resulting from any Force Majeure causes as referred to above. The time for completion of the contract shall, however, be extended by a reasonable time to cover the period of delay completely attributable to the Force Majeure events.

5.4. TERMINATION

5.4.1. By the inStem

The inStem may terminate this Contract, by not less than thirty (30) days written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 5.4 and sixty (60) days in the case of event referred to in (e) below:

- a. if the Consultant fails to remedy a failure in the performance of their obligations under the Contract within thirty (30) days of receipt after being notified or within such further period as the inStem may have subsequently approved in writing;
- b. if the Consultant becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c. if the Consultant submits to the inStem a statement which has a material effect on the rights, obligation or interests of the inStem and which the Consultants know to be false;
- d. if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- e. if the inStem, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

5.4.2. By the Consultant

The Consultant may, by not less than thirty (30) days written notice to the inStem, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 5.4.2 terminate this Contract:

- a. if the inStem fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to payment release terms hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;
- b. if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

5.4.3. Payment upon Termination

Upon termination of this Contract pursuant to Clauses 5.4.1 or 5.4.2 hereof, the inStem shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the inStem):

- a. Remuneration pursuant for Services satisfactorily performed prior to the effective date of termination; and
- b. Reimbursable expenditures pursuant for expenditures actually incurred prior to the effective date of termination.

5.4.4. The inStem shall not be liable to pay any bonus, damage or other claims of the Consultant for the loss of expected profit or interest in uncompleted portions of the work and services.

5.4.5. In the event, the contract is terminated due to reasons of unsatisfactory performance, negligence or inordinate delays in achieving the targets, the inStem shall be free to encash

the Performance Bank Guarantee or forfeit the Earnest Money Deposit / Security Deposit fully or partially as may be decided by the inStem.

5.4.6. In the event of termination of Contract, the Consultant shall furnish to the inStem all the design, drawings, data, documents and details as are existing with him on that date.

6. RELATION BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the inStem and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

7. CONFIDENTIALITY

The Consultant, his Sub-contractors and the Personnel of either of them shall not disclose any information and data furnished to him by inStem to any third party nor shall disclose any drawings, reports, specifications, manuals and other information developed and prepared for inStem by the Consultant and his Sub-contractors and the Personnel of either of them, without prior written approval of inStem.

8. CONSULTANT'S ACTIONS REQUIRING INSTEM PRIOR APPROVAL:

The Consultant shall obtain the inStem prior approval in writing before taking any of the following actions:

- a. Appointing such members of the Personnel as are listed merely by title but not by name.
- b. Entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the inStem prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the sub-consultant and its Personnel pursuant to this Contract; (in) that the inStem shall have access to the premises of the sub-consultant to the extent necessary to co-ordinate the Services performed by the sub-consultant; and
- c. any other action that may be specified in the RFP.

9. REPORTING OBLIGATIONS

The Consultant shall submit to the inStem the reports, documents and other deliverables specified in RFP, in the form, in the numbers and within the time periods set forth.

10. DOCUMENTS PREPARED BY THE CONSULTANT TO BE THE PROPERTY OF THE INSTEM

- a) All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the inStem, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the inStem, together with a detailed inventory thereof. inStem reserves the right of repetitive use of these designs, drawings, specifications etc. without any financial obligation to the Consultant.
- b) The Consultant shall also return, along with the detailed inventory thereof, all plans, drawings, specifications, reports etc. made available by the inStem for performing the Services, upon termination or expiration of the Contract.
- c) Copyrights and all proprietary rights of all design, drawings, specifications, software, program, reports, formats, manuals, documents etc. developed and prepared by the Consultant for this assignment shall vest with the inStem and shall not use these for any other purpose/assignment without the written permission of the inStem. Any deviation to this effect will be dealt with in accordance with law.
- d) INDEMNITY: The consultant hereby agrees that the department/client shall not be liable, in whatsoever way, with respect to any claim of any right including intellectual property from any person over the plans, models and drawings prepared/used by the consultant, and the consultant shall indemnify and keep indemnified the client against any liability, loss or claim or proceedings whatsoever arising out of any such use including the cost of defending any such proceedings.

11. DEFECT LIABILITY

- a) Should any defect or inadequacy occur in the work carried out or the service performed by the Consultant prior to the date of final acceptance of the work by the inStem, the Consultant shall be under a legal obligation to perform, at his own initiative and free of cost without any additional liability to the inStem, all such services as shall be deemed necessary to remedy such defects or inadequacy. The decision of the Engineer-in-charge

regarding defect or inadequacy' in the work so carried out and service rendered shall be final and binding.

- b) In case, despite the specific request by the inStem to the Consultant to rectify or remedy the defect or inadequacy so pointed out and brought to the notice of the Consultant, the Consultant fails and neglects to rectify the same, within the time frame given by the inStem for such rectification then the inStem shall be within its right to correct such defects of the inadequacy(s) rectified from a third agency at the costs and risks of the Consultant. It shall be within the right of the inStem to adjust / recover such additional costs, so incurred by the inStem from the payments due and payable to the Consultant.
- c) The defect liability period shall expire after 2years from the date of the completion of the relevant part of the services.

12. OBLIGATIONS OF THE INSTEM

12.1. Assistance and Exemptions

- a) The inStem shall use its best efforts to: provide the Consultant, Sub-consultant and Personnel with work permits, pertinent data and such other documents as shall be necessary to enable the Consultant, Sub-consultant or Personnel to perform the Services;
- b) Issue to officials, agents and representatives of the inStem all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- c) Give decisions on all matters laid before the inStem by the Consultant in such a reasonable time as not to delay the work of the Consultant.

13. SETTLEMENT OF DISPUTES

13.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

13.2. Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the GCC clause-25 followed by the institute for the all other engineering works.

13.3. Jurisdiction

The courts at Bengaluru shall have exclusive jurisdiction in respect of all matters concerning this service.

14. RECTIFICATION OF ERRORS, OMISSIONS ETC.

All errors and omissions in design, drawings, specifications, tenders, manuals etc. furnished by the Consultant shall be rectified by the Consultant and should the error or omission be the result of fault and negligence on the part of the Consultant or his personnel, the Consultant shall rectify the same at his own cost. Should such rectification be not carried out to its reasonable satisfaction, inStem may at its discretion have such rectification done by any other consultant, and reasonable fee and disbursement of such other consultant shall be borne by the Consultant.

15. RESPONSIBILITY FOR DATA & DESIGNS

The final responsibility for the correctness, adequacy and accuracy of the designs, drawings, technical specifications, tenders' documents, purchase specifications, installation instructions and commissioning steps etc. furnished by the Consultant, shall lie with the Consultant.

The Consultant shall ensure that all designs and services rendered by him, under this Agreement, are in compliance with all the functional/ safety aspects requirement of the above-mentioned services for establishing the proposed ABSL-3 facility as per the Conceptual Design provided to the successful service provider and in accordance with the DBT/WHO/Canadian/relevant national and International guidelines for ABSL 3 facility.

16. LIABILITY OF THE CONSULTANT

- a) Except in case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the liability of the Consultant for all guarantees & warranties shall be limited to 5% (Five Percent) of the Contract Price.
- b) This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.
- c) In case of gross negligence or willful misconduct on the part of the consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the liability of the Consultant shall be 100% of the contract value for defects in the deliverables / deficiencies in the Services.

16.1. Levy of Liquidated Damages

a) For any delays, attributable to the Consultant in the scheduled dates / periods of completion of different activities as per the agreed work schedule, the Consultant shall pay to the inStem compensation as Liquidated Damages (LD), calculated at the following rates.

(i) Contracts where rates are lump sum without separate fee element:

In the case where the rate quoted by the Consultant is lump sum and no fee element has been shown separately in the rates /contract, the liquidated damages shall be worked out as follows:

Period of Contract	Liquidated Damages Maximum Amount Rate per week (on consultancy fee amount only)	Maximum amount of Liquidated Damages
1) Completion period not exceeding 6 months	0.5% on unfinished contract value	10% on unfinished contract value

The amount of liquidated damages may be adjusted or set off against any sum payable to the Consultant under this or any other contract with the inStem at one or more of its units.

17. PAYMENT TERMS AND CONDITIONS

a) The estimate value in the RFP is indicative and approximate, which is subjected to alter based on the subsequent design. The variation to any extent on either side will not make liable to match or restrict the payment for the value indicated in this RFP. The payment to the consultant will be calculated solely based on actual cost of the work or approved estimate of the work whichever is lower, subject to the exclusions stated in the following paras.

b) Payment up to stage-4 to be calculated based on the estimate cost and for subsequent stages to be calculated based on the actual cost of the work as stated in the above scope or approved estimate cost of work for the above scope whichever is lower. The cost of work shall exclude the following:

- i. defective / substandard work is attributed to faulty drawings, designs, plans or estimates or lack of periodical inspection on the part of consultant.
 - ii. cost of work departmentally carried out by the inStem including equipment's, furniture etc.
 - iii. Any infrastructure expenditure as a result of demolition, redoing ordered by the consultant and the cost of rejected work.
 - iv. Liquidated damages or deductions from the contractor's dues on account of defective work, delayed work or other reasons.
 - v. Department administrative expenses
 - vi. Payment on account of arbitration award,if any
- c) No deductions shall be made from the consultant's fee on account of penalty, liquidated damages or other sums withheld from payment of the contractor. But deductions shall be made from the consultant's payment on account of defective/substandard work if such.

18. CONSULTANT'S PERSONNEL

The Consultant shall employ and provide such qualified and experienced personnel as are required to carry out the Services. The Consultant shall also bound his Personnel to the confidentiality of the Services performed by then under this contract.

19. SUB CONSULTANTS:

Normally no sub-contracting of the consultancy work as awarded to the Consultant is permitted by inStem. However, in case where it becomes essential to engage a sub-consultant, the name of such sub-consultant along with the nature of the work to be sub-contracted and full credentials of the sub-consultant shall be submitted to inStem for evaluation and approval. However, the sub- consultant, if permitted, shall be bound by all clauses of this contract.

20. ADDITIONS AND ALTERATIONS:

inStem shall have the right to request in writing, the changes, additions, modifications or deletions in the designs and drawings or any part of the work and the consultant shall comply with such requests.

The consultant shall not make any deviations, alterations, additions or omissions form the work shown/described and awarded to the contractors except through and with proper approval of inStem.

21. OTHER CONDITIONS

a) Bid Securing Declaration form:

Tenders received without Bid declaration form will not be considered. No request for exemption in submitting bid declaration form will be considered.

b) Security Deposit: 2.5% of the total value of the work done will be withheld as security deposit. The recovery on this account will be made from the running bills and final bill. The security deposit so recovered will be released after successful completion of defect liability period.

c) Performance Guarantee: The successful tenderer has to submit the performance guarantee for an amount of 3% of his / their tendered amount in the form of DD or Bank guarantee. This performance guarantee will be returned to the contractor after due date from the satisfactory completion of the work, providing the service provided in accordance with the agreement provision and the same is not forfeited for any reason.

d) The Director, inStem does not bind herself / himself to accept the lowest or any other tender and reserves the authority to reject any or all tenders without assigning any reason.

e) All the tenders, in which any of the prescribed conditions are not fulfilled or incomplete, in any respect, are liable to be rejected.

f) Validity Period of Tender: 75 days from the last day of receipt of technical bid.

g) The Director, inStem reserves the right to postpone the tender issue date, submission/ opening date and to accept or reject any or all tenders without assigning any reasons.

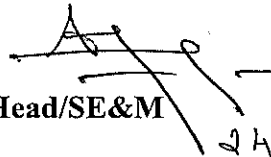
h) The successful tenderer on the acceptance of his tender by the inStem shall within **Ten** days from the stipulated date of start of the work, shall sign the formal contract.

i) The tenderer shall sign all the pages of the tender documents and other documents submitted by him along with the tender.

- j) The Director, inStem reserves the right of accepting the whole or part of any tender and tenderer shall be bound to perform the same at the rate or amount quoted.
- k) Confidentiality: All the firms participating and engaging with our institute for this work shall strictly ensure confidentiality of all the information about the project and will not disclose nor re-purpose any information either whole or part to any third party without prior written permission from the inStem.
- l) Taxes and Duties: Unless otherwise specified in the RFP , the Consultant, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
- m) The successful tenderer shall be required to execute an agreement with the inStem for carrying out the work as per the agreed conditions. The cost of stamp paper for the agreement shall be borne by contractor as per the state stamp act.
- n) All litigations should be under the jurisdiction of Bangalore, Karnataka region.
- o) Tenderers are advised to visit the site before quoting and get acquaint with the department's requirement. For site visit and for any queries please contact Office of Purchase – inStem, GKVK campus, Bellary road, Bengaluru- 560 065.

Contact details: 080-23666-6430, 080-6194-8040/8036

Email: sureshk@ncbs.res.in, krakshith@instem.res.in, thiyagarajan@instem.res.in


Head/SE&M 24/08/2022

ANNEXURE-I

Bid Securing Declaration Form

Date: _____ RFP No. _____

To:
Institute for stem cell and regenerative medicine
GKVK campus
Bellary Road
Bangalore – 65

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

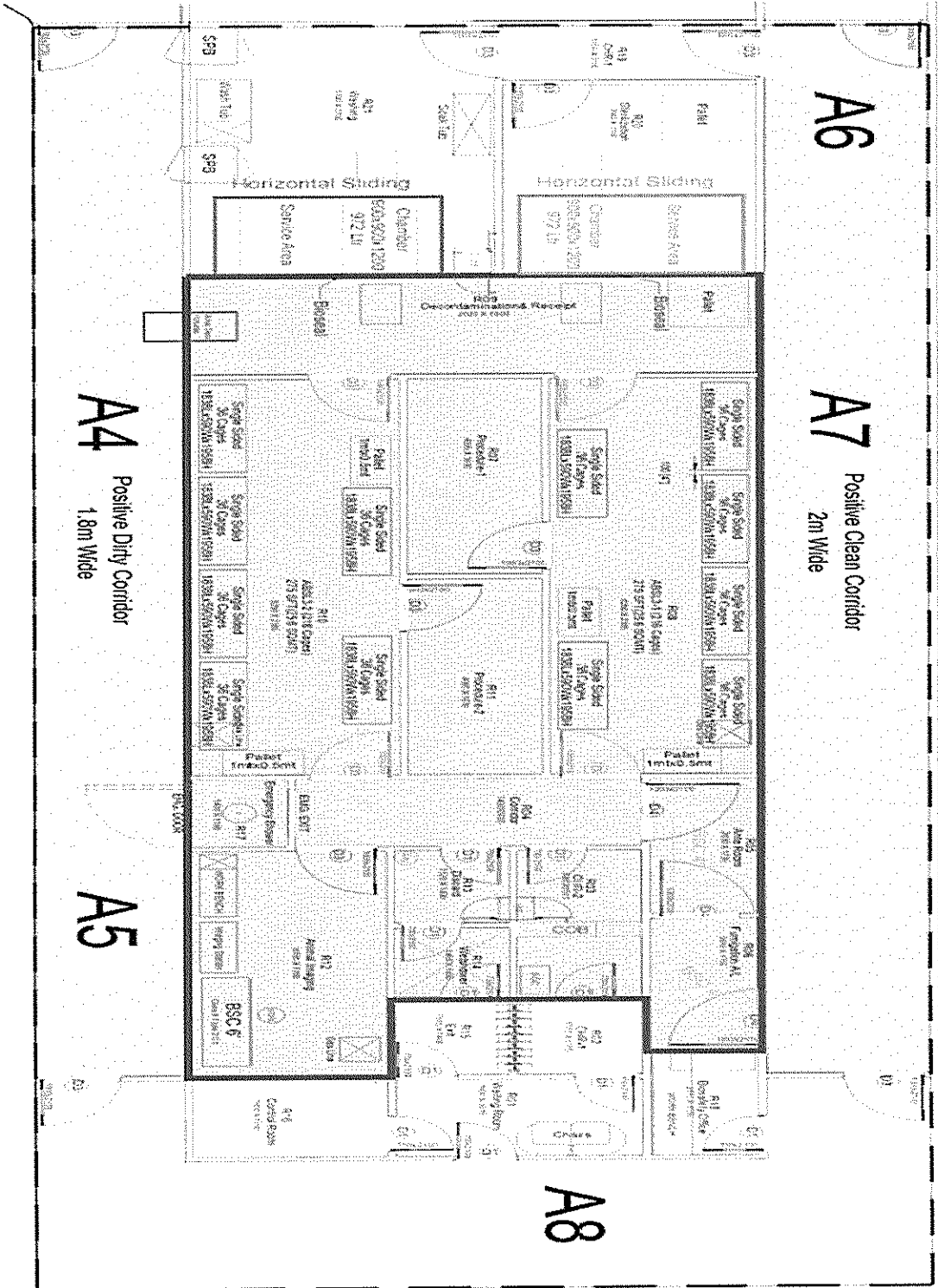
Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Seal (where appropriate)

ANNEXURE-2



TECHNICAL PROPOSAL

Technical proposal submission form
(Location,Date)

To:
The Director
Institute for stem cell and regenerative medicine
GKVK campus
Bellary Road
Bangalore – 65

Subject : Consultancy Services For Detailed Engineering For Adaptation Of Existing Designated Animal Rooms Into ABSL 3 (Animal Facility - ABSL 3) Facility.

Dear Sir/Madam,

I/We the Undersigned, offer to provide the consulting assignments for comprehensive consultancy service for inStem, Bengaluru in accordance with you Request for proposal dated..... . We have attached technical and financial proposals duly filled, signed and sealed, put in separate envelopes super-scribed suitable and both envelopes kept in another envelope.

We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.

We agree to abide by and follow all the inStem, Bengaluru guidelines communicated, including negotiations if any, in the matter. We declare that we undertake to negotiate. Our proposal binding upon us and subject to the modification resulting from such contract negotiations.

We understand you are not bound to accept any proposal you receive.

We remain,

Yours faithfully,

Authorized signature (with name
and title with full address)

**RFP No:-
FORM – ‘A’**

**DETAILS OF ALL WORKS OF SIMILAR NATURE OF ASSIGNMENT
COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE
MONTH MARCH 2022**

SIMILAR NATURE OF ASSIGNMENT - COMPLETED WORKS		
SI No.	Description	1
1.	Name of work / Project and location	
2.	Name & Address of Employer	
a.	/organization, Telephone no. of officer to whom reference may be made.	
b.	Client	
3.	Cost of work in Rs. Lakhs (Attach copy of contract agreement)	
4.	Date of commencement as per contract	
5.	Stipulated date of completion	
6.	Actual date of completion	
7.	Litigation / arbitration pending / in progress with details	
8.	Service rendered by	
a.	In house teams	
b.	Associated Consultants/ Consortia members	
9.	Names of Project In charge & Key staff & nos. of staff involved.	

**RFP No:-
FORM – ‘B’**

**DETAILS OF ALL WORKS OF SIMILAR NATURE OF ASSIGNMENT ON HAND
UNDER EXECUTION (Ongoing Projects)**

SIMILAR NATURE OF ASSIGNMENT - ONGOING WORKS			
Sl No.	Description	1	2
1.	Name of work / Project and location		
2.	Name & Address of Employer / Organization, Telephone no. of officer to whom reference may be made.		
	A)Client		
3.	Cost of work in Rs. Lakhs (Attach copy of contract agreement)		
4.	Date of commencement as per contract		
5.	Stipulated date of completion		
6.	Anticipated date of completion		
7.	Service rendered by		
	A)In house teams		
	B) Associated Consultants/ Consortia Members		
8.	Names of Project In charge & Key staff & nos. of staff involved.		
9.	Any other information		

**RFP No:-
FORM – ‘C’**

PERFORMANCE REPORT OF WORKS

1	Name of work/Project & Location				
2	Agreement No.				
3	Date of start				
4	Date of completion				
5	Amount of compensation levied for delayed completion, if any				
6	Performance report				
	i. Quality of work (Planning)	Poor	Fair	Good	Excellent
	ii. Timely furnishing of detail	Poor	Fair	Good	Excellent
	iii. Technical Proficiency	Poor	Fair	Good	Excellent
	iv. Resourcefulness	Poor	Fair	Good	Excellent
	v. General Approach & Behaviour	Poor	Fair	Good	Excellent

Date:-

**Signature & Seal of
Executive engineer or equivalent**

FORM 'D'
FINANCIAL INFORMATION

Financial Analysis - Details to be furnished duly supported by figures in balance sheet/profit and loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (copies to be attached).

Particulars	Financial Year				
	00-01	01-02	02-03	03-04	04-05
i) Gross Annual turnover on construction work (In Lakhs)					
ii) Profit/Loss					
iii) Certified by					

II. Financial arrangements for carrying out the proposed work.

III. The following certificates are enclosed:

(a) Current Income Tax Clearance Certificate/Profit & Loss account

(b) Solvency Certificate from bankers of Applicant.

Signature of Chartered Accountant with seal

Signature of Applicant(s)

Signature of Agency with seal

FORM "E"
STRUCTURE & ORGANISATION

1.	Name & Address of the applicant:		
2.	<u>Telephone No./Telex No./Fax No</u>		
3.	Legal status of the applicant (attach copies of original document defining the legal status) i. An individual ii. A proprietary firm iii. A Firm in Partnership iv. A limited company or Corporation		
4	Particulars of registration with various Government bodies (attach attested photocopy)	Organisation/Place of resignation	Registration No.
5	Names and Titles of Director & Officers with designation to be concerned with this work:		
6	Designation of individuals authorized to act for the organization		
7	Was the applicant ever required to suspend assignment for a period of more than six months continuously after you commenced the assignment? If so, give the name of the project and reasons of suspension of work.		
8	Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.		
9	Has the applicant, or any constituent partner in case of partnership firm, ever been debarred / black listed for tendering in any organization at any time? If so, give details.		
10	Has the applicant, or any consultant partner in case of partnership firm, ever been convicted by a court of law? If so, give details		
11	In which fields of Consultancy assignment, the applicant has specialization and interest?		
12	Any other information considered necessary but not included above.		

Signature of Applicant(s) with date & seal

Signature of Agency with seal

FORM 'F'
DETAILS OF AVAILABLE IN-HOUSE SERVICE

SI No.	IN HOUSE SERVICE	AVAILABILITY OF SERVICE (STRIKE OUT WHICH EVER IS NOT AVAILABLE)
1	ABSL3 facility design	YES / NO
2	HVAC	YES / NO
3	CIVIL & PUBLIC HEALTH ENGINEERING	YES / NO
4	BMS ,ELECTRICAL & allied services	YES / NO

Signature of Agency with seal

FORM 'G'
DETAILS OF PROPOSED ASSOCIATE SERVICE

SI No.	PROPOSED ASSOCIATE FOR	NAME & ADDRESS OF ASSOCIATE PROPOSED	YEARS OF EXPERIENCE	YEARS OF ASSOCIATION WITH THE PRIME CONSULTANT
1	ABSL3 facility design			
2	HVAC			
3	CIVIL & PUBLIC HEALTH ENGINEERING			
4	BUILDING MANAGEMENT SYSTEM			
5	ELECTRICAL			

Signature of Agency with seal

