



Indian Institute of Science (IISc)

Bangalore – 560012

<https://www.iisc.ac.in>

Tender Notification for Rate Contract for Bulk Purchase and Comprehensive AMC of Fire Extinguishers Over 3 Years

Tender No: IISc/Purchase/FFE/2020/01 Published date: 11th November 2020.

The tender document can be downloaded from the web site: <https://www.iisc.ac.in/business-with-iisc/tenders>.

Contact Details:

The Chairman, Fire Purchase Committee

Office of Laboratory Safety & Environmental Health (OLSEH), Near Unit 1b, Chokshi hall

Indian Institute of Science Bangalore - 560012

Email: dharmendras@iisc.ac.in

1 Introduction

1. Indian Institute of Science (IISc) invites bids for
 - a. Bulk purchase of new Fire extinguishers over 3 years via rate contract. The contract includes supply, Installation & Training.
 - b. Comprehensive AMC for Fire Extinguishers
2. In this tender document, IISc or purchaser means Indian Institute of Science, Bangalore.
3. In this tender document, terms like firm, company, bidder, vendor etc. are used interchangeably for the bidders.
4. The deadline for submission of proposals is the 2nd December 2020, 5:30 pm Indian Standard Time. Hardcopy of the proposals should arrive at the OLSEH office, Old Digit building Room No-25, Near Choksi Hall, Indian Institute of Science, Bangalore 560012, India, by the above deadline.
5. For any issues or clarifications or query relating to this tender, bidders are requested to contact the given email ID (dharmendras@iisc.ac.in) only before the scheduled pre-bid clarification date & time. After this, no query will be entertained. Telephone calls or interim queries will not be entertained.
6. IISc has absolute right to modify the date and time of an event or issue any corrigendum / addendum of this tender.
7. The decision of Fire purchase committee will be final.
8. For any amendments or corrigendum or addendum, the prospective bidders should keep watching the IISc website only wherein, all the information in this regard will be notified.
9. The tender is being processed as per GFR 2017, as notified by Government of India. The rules and procedures will as per the tender publishing date given above.

2 Schedule of Events

Event	Date
Tender Publishing Date	11 th November 2020
Last Date of submission of pre-bid queries (by email only)	2 nd December 2020
No pre-bid meeting has been scheduled. Answers to any questions will be provided over email (dharmendras@iisc.ac.in). The prospective bidders are required to send their itemized queries. In case the volume of queries is large, an online pre-bid meeting will be arranged on MS-Team platform. Meeting link will be sent ONLY to those prospective bidders, who have indicated an interest. Please note, itemized queries are needed. Mere request for online meeting link will not be entertained.	TBD
Deadline for offline submission of bids	2 nd December 2020
Opening of technical bids	3 rd December 2020
Listing of technically qualified Bidders	10 th December 2020
Opening of financial bids	

3 Scope of Work

1. Rate Contract for bulk purchase of new fire extinguishers. The contract includes supply, installation & training. The purchase will be of large number of extinguishers over a period of 3 years ("tenure").
2. AMC for new and existing fire extinguishers for 3 years ("tenure")

The tenure of this contract will be 3 years ("tenure"). Both the purchase and maintenance rate prices must be honored for the whole tenure.

3.1 Rate contract for new fire extinguishers

Supply & installation of new fire extinguishers (As per BIS 15683:2006). The contract also includes a yearly training. Details:

3.1.1 Supply

1. The total number of extinguishers being procured, along with size and type are given in **Annexure 6**.
2. In addition to commitment above, the institute reserves the option to procure up to 100% additional extinguishers, at the same average rate. The option can be exercised any time within the tenure of this tender.

3.1.2 Installation

The cost for installation must be factored in the tender. No extra charge will be paid by the Institute. The installation must follow IS 2190:2010. Specifically:

1. The fire extinguisher must be installed firmly on an object/wall in such a way that it should not fall accidentally due to improper/lose fixing of the extinguisher.
2. The height of the fire extinguisher must be fixed in such a way that the bottom of the extinguisher is one meter above the ground level.
3. If the fire extinguisher cannot be fixed to the wall, then it should be placed in a stand, in a suitable place identified by the vendor. The cost of the stand will be indicated separately in the bid as "Rate only". The purchase of the stands will be according to the requirement, to be determined during installation.
4. The supplier must provide proper symbol of fire extinguishers with an arrow mark indicating the location of the fire extinguisher. The symbol should be 4"x4" in dimension and the arrow mark also should be of the similar size, so that the same can be visible from a distance of 30 meters. The symbol will be according to the type of fire extinguisher. A sample of the symbol is given below



CO2 Type



DCP Type

3.1.3 Training

The successful bidder shall provide one training per year (3 in total over the tenure), to the IISc staffs/students and security guards on operation and handling of fire extinguishers. Details of this training are:

1. Number of participants: up to 500.
2. Include both theory and practical demonstration of fire extinguisher. Each participant must get a hands-on experience of handling a fire extinguisher.
3. IISc will provide the space and logistics of the training. Expertise must come from the vendor.
4. Vendor can use expired fire extinguishers for the demonstration. The training can be scheduled to coincide with maintenance schedule.

3.2 Rate contract for comprehensive AMC

This tender cover comprehensive maintenance of all fire extinguishers in the institute, both existing and new ones that shall be procured in this tender (As per annexure-6). The maintenance contract is co-terminus with tenure of this tender. The maintenance charges will be maintained a per a flat rate contract (per extinguisher basis), irrespective of type and size of the extinguisher. Maintenance includes periodic maintenance, record keeping, and refilling at least once during the tenure (in case of discharge or expiry). Following rules apply:

1. The new fire extinguishers being procured via this tender must be maintained starting from the end of warranty period, to the endure to tenure. The rate contract will **not** be paid for the warranty period.
2. The rate contract will **not** be paid to fix defects or faults in new extinguishers that are covered by the warranty.
3. Both old and new extinguishers will be maintained at the same rate contract.
4. IISc has many existing fire extinguishers which are in various state of repair/disrepair (>1000). Refilling and maintenance of these existing fire extinguishers located in various locations in the Institute campus is part of the tender.
5. In case of discharge or expiry, the extinguishers will be refilled, at a flat rate contract specified in this tender. Vendor should expect to refill each extinguisher at least once during the tenure.

3.2.1 Record Keeping

The record-keeping must be done as per clause 13 and 14.1 of IS 2190:2010.

1. The technician of vendor shall physically (in-person) visit the Institute and inspect the fire extinguishers.
2. The vendor will maintain a log sheet of all fire extinguishers, mentioning details such as location, type and capacity of extinguishers, date of refilling and next due date for refilling etc. building wise as per format in ANNEXURE-7 and handed over to Security/Department office.
3. If an extinguisher is beyond repair or fails hydraulic test, it can be condemned, but only after informing the institute. The institute might use the option to procure additional extinguishers to replace the condemned fire extinguishers. The type and capacity for new fire extinguishers (whenever if required) will be decided by the Institute and it will be installed as per BIS 15683:2006.

4. Operating instructions of fire extinguishers are legible and facing outward and in good visible condition.
5. Checking of pressure gauge reading or indicator, must be in operating range.

3.2.2 Periodic Maintenance

Maintenance must be as per IS 2190:2010

1. Proper cleaning of interior and exterior of fire extinguisher, polish the painted portion with wax polish, the brass/gun metal parts with metal polish, chromium plated parts with silver polish and plastic components to be thoroughly washed with soap solution and sun dried.
2. Checking of nozzles, port hole, vent hole, cap assembly, syphon tube, safety pin/clip, discharge pipe etc. Ensure that all joints are fully tightened and nozzle, vent hole etc. are free of dust/dirt.
3. Checking wall bracket/ fire stand of fire extinguishers
4. Checking coloring of fire extinguisher, if required then take a prior approval for same by concern office/Branch.
5. The Contractor/Vendor shall be responsible for any injury to their workmen during performing the servicing/ refilling/ maintenance work etc.

3.2.3 Refilling

The refilling of the extinguishers will be done as per IS 2190:2010

1. If any fire extinguisher is empty or its weight is less than 20% of total weight, whatsoever the reason, extinguishers will be refilled immediately.
2. All fire extinguishers must be discharged/ emptied before refilling of fire extinguishers. The demonstration of fire extinguishers will be given to staff members of concerned offices also.
3. All fire extinguishers and refills and spare parts must confirm to performance and construction specifications as laid down IS 15683:2006 as amended from time to time by BIS.
4. Replace old gas cartridge and extinguishing media of the fire extinguisher.
5. The vendor/contractor will follow BIS 2190:2010 for refilling and maintenance of fire extinguishers.
6. The hydraulic testing of extinguishers will be done as per IS 2190:2010 (WCO2 & DCP-03 years and CO2 and clean agent- 05 Years). The vendor may carry fire extinguisher to his own workshop for the same purpose only after taking prior approval of the Institute. The log sheet of hydraulic testing will be maintained by the vendor and shared with security section also.
7. The Vendor/ contractor will strictly follow the periodicity for refilling of fire extinguishers as per BIS 2190:2010 and maintenance detail of fire extinguishers on sticker and will be displayed on fire extinguishers.
8. After refilling paste inspection card to the body of the extinguishers indicating the serial number, date of refilling, next due date for refilling, due date for hydraulic testing etc.

4 Minimum Eligibility Criteria

1. The tender follows GFR 2017 rules, as they stand on the date of tender release.
2. As per recent edits to the GFR 2017 (notified on August 22nd), there are three classes of vendors distinguished by their "local content". Only Class 1 and 2 suppliers are eligible for this tender.
 - a. Class 1 supplier: Goods and services have a local content equal to or more than 50%
 - b. Class 2 supplier: Goods and services have a local content more than 20% but less than 50%

- c. Non-local supplier: Goods and services have a local content of equal to or less than 20%
3. The bidder could be a sole proprietary concern/partnership firm or a company and should be registered Firms/Companies wherever applicable.
 4. The bidder must have valid ISO/ BIS certificate for dealing with firefighting equipment.
 5. The bidder should have a proper infrastructure/office in Bangalore for refilling and other maintenance works.
 6. The bidder should be registered with Income Tax Department and have its Permanent Account Number and have a valid Goods and Services Tax (GST) Registration Certificate/number.
 7. The bidder should have minimum turnover of not less than 1 Cr per annum (details to be uploaded) in the business of Supply new fire extinguishers, refilling and AMC in last five years. Turnover details in supply new fire extinguishers & AMC works only should be given in the following format duly certified by any chartered accountant (this should be submitted in addition to the audited balance sheets):-

Financial Year	Total Turnover (₹)
2015-16	
2016-17	
2017-18	
2018-19	
2019-20	

8. The bidder/firm must have minimum 5 (Five) year experience of successful execution of Supply, refilling work and installation work of fire extinguishers with any Govt. Departments/Public Sector Undertakings/ CSIR Labs / ICAR / ICMR / DRDO / Educational Institutes/ Central Universities / IITs/ IISc / Centrally funded Technical Institutes (CFTIs).
9. The Bidder must have its code numbers from the EPF and ESI departments.
10. In addition to above, other Minimum requirements criteria / parameter are as follows:-

#	Parameter	Minimum Requirement
1.	Size of the Company	Bidders having minimum 10 (ten) permanent employees personnel employed in its Bangalore office in business of supply and maintenance of fire extinguishers. List of Employees with their name, designation must be provided with the technical bid.
2.	Turnover and solvency	The bidder having minimum turn-over of Rs. 100 lakhs per annum in last five financial years in the business of supply and maintenance of fire extinguishers. Audited Balance Sheet and P&L Account for last five FY (2015-16 to 2019-20) must be provided.
3.	Past record of the firms in different IIT's / IISc / Central Universities / Govt. Org. / CSIR / DRDO / ICAR / ICMR etc.	Satisfactory execution of minimum order worth 50 lakhs in the last 5 years FY (i.e. 2015-16 to 2019-20) with any Govt. organization(s) viz. IIT's / IISc / Central Universities / Govt. Org. / CSIR / DRDO / ICAR / ICMR / CFTIs etc. Attach PO(s) as proof.

4.	ISO/BIS certification	Bidders must have ISO/BIS certification for fire safety
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5 Documents to be attached with Technical Bid

The bidders must submit the following documents etc. along with their bids;

1. All documents in proof of their claim for fulfilling eligibility criteria.
2. Copy of Certificate of Incorporation/Registration Certificate of the firm.
3. Proof of EMD / Bid Security or valid MSE certificate (please see details in section – of this NIT)
4. Copies of Permanent Account Number (PAN) and GSTIN.
5. CA certificate in the specified format as indicated in the in para – 4 (section – 2) above.
6. Certificate from the clients and/or self-declaration in non-judicial stamped and notarized paper as per para – 5 (section – 2), failing which, the bid will be summarily rejected.
7. Copy of ISO certificate.
8. The list of the customers (with their full address) where similar nature of services has been rendered during the last five financial years i.e. 2015-16 to 2019-20.
9. Please enclose an undertaking to the effect that the company/firm has not been blacklisted or suspended or put on any holiday or does not have any service related dispute with/by any institutional agency, Government department or Public Sector Undertaking at present. Undertaking by the Bidder in 'Annexure-3 to be furnished without any addition, alteration, cutting, or remark.
10. Please enclose a terms & conditions compliance statement on a separate sheet showing acceptance with the terms desired by the IISc Bangalore.
11. Copy of EPF and ESI registration certificate.
12. An undertaking to the effect that no consignment of IISc Bangalore will be detained / withheld by them under any circumstances, whatsoever, before or after the clearance.
13. Authority/Resolution in favor of the person signing the bid on behalf of the firm.
14. Any other document in support of claims made by the bidder if deemed relevant.
15. The bidder may furnish any additional information with documentary proofs, which is necessary to establish capabilities to successfully complete the envisaged work with the technical bid. It is however, advised not to furnish superfluous information.
16. The bidder may visit the IISc campus site before submission of tender, with prior intimation in their won interest.
17. Such corrigendum / addendum thus issued shall be part of the tender documents and shall be published on IISc website (<https://www.iisc.ac.in/business-with-iisc/tenders>)
18. Audited Balance Sheets and Audited Profit & Loss Accounts for last five financial years.
19. The uploaded copies of all above documents should be legible and duly attested by the bidder.
20. Latest certificate from a Chartered Accountant (CA) certifying bidders' eligibility criteria regarding turn over.
21. Solvency Certificate from a bank (scheduled commercial bank as per RBI list) of minimum of Rs. Five Crore issued on or after publication of this tender.
- 22. The bidder must submit a hard copy (printout and spiral bound in one volume only) of the complete technical bid which must reach to us (address given on first page as contact details for this tender) at least one day prior to the technical bid opening date through speed post / courier / by hand. For**

any delay or loss in transit, IISc will not be responsible. It will be sole responsibility of the bidder to ensure delivery of this hard copy at IISc on time. Non-receiving of this hard copy technical bid may lead to rejection of the technical bid. **Price Bid (BOQ) MUST be sent in hard copy format (As per Annexure-6).**

23. A copy of this tender document plus amendment(s) (if any) must be duly sealed and signed by the bidder on all pages and must be submitted with the technical bid.
24. Any other documents, the bidders feel to be submitted for their claim of their eligibility criteria.

6 Other Details

1. This tender document, corrigendum(s) / addendum(s) (if any) and the intimation sent by the institute to the bidder, shall form invariable parts of the contract.
2. Income tax, as applicable, will be deducted at source from the bills of the agent.
3. IISc reserves the right to cancel or modify the tender at any time without assigning any reason thereof.
4. IISc reserves the right to reject bid of a bidders without assigning reason thereof. IISc has absolute right to reject a bid of a bidder based on its previous experience with the bidder (e.g. the bidder has served / worked with IISc and IISc paid fine / demurrage etc. in the custom clearing activity coordinated by the bidder).
5. Contracts will be awarded, or Empanelment will be done to only those agents providing both services i.e. Custom Clearing and Freight Forwarding.

7 Duration of the Contract

1. The tenure of this contract will be 3 years ("tenure"). Both the purchase and maintenance rate prices must be honored for the whole tenure.
2. However, the institute reserves the right to increase or decrease the contract period of the above two contracts depending on the quality of product and performance of the supplier/ service provider.

7.1 Penalty Clause

The date of delivery should be strictly adhered to. In the event of delayed delivery, installation & commissioning, the vendor shall be liable for a penalty deduction at a percentage of the value of the undelivered equipment subject to a maximum of 10% (ten percent) as detailed below:

- a. @1% up to one week;
- b. @2.5% up to two weeks;
- c. @5% up to three weeks;
- d. @10% for four weeks and above

For the purpose of this clause, part of the week is considered as a full week. In case of delayed delivery, the Registrar, IISc Bangalore reserves the right not to accept the subject consignment.

7.2 Termination

Default is said to have occurred

- a. If the equipment or any of its component is found having poor workmanship, faulty designs, poor performance and bad quality of materials used.
- b. If the supplier fails to deliver any or all of the services within the time period(s) specified in the purchase order or any extension thereof granted by IISc.
- c. If the supplier fails to perform any other obligation(s) under the contract.
- d. Under the above circumstances the penalty term under PBG clause 9(ii) shall be invoked. Besides, the Registrar, IISc, and reserves the right to impose any other form of penalty as deemed fit including blacklisting of the vendor.

7.3 Force Majeure

- a. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term “force majeure” as employed herein shall mean, acts of god, war, revolt, riot, fire, flood and acts and regulation of the Government of India or any of its authorized agencies.
- b. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 7 (seven) day of the alleged beginning and ending thereof giving full particulars and satisfactory proof.
- c. The time for performance of relative obligations suspended by the force majeure may be extended by the period for which the cause lasts or condoned by the Institute without any penalty. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option of cancelling the Contract in whole or in part thereof at its own discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances.

7.4 Jurisdiction

- a. All the matters and disputes under this contract shall be subject to the jurisdiction of Bangalore (Karnataka) courts only.
- b. Place of Arbitration, if any, will be Bangalore only for all the matters and disputes under this contract

8 Evaluation of Bids

1. The bids have to be submitted in two parts (under two-cover bid system).
2. Technical Bid (in a single file PDF document format),
3. Financial Bid or Price Bid (As per annexure-6).
4. The technical bids will be evaluated first.
5. The technical bids of all bidders shall be scrutinized and evaluated by IISc based on eligibility criteria and qualifications as per details provided along-with documents by the bidder in their technical bid. IISc may ask for additional clarification / details / documents / technical presentation etc. For the purpose, any date fixed by IISc, will be final and binding. Decision of IISc, regarding technical evaluation and declaration of technically qualified bidders, will be final and binding.
6. Financial Bids (Price Bid) of only those bidders will be opened, who will be declared technically qualified. Decision of IISc, in this regard, will be final and binding.
7. The price bids (submitted as per annexure-6) of the technically qualified bidders will be evaluated based on the criteria defined below. A comparative chart will be prepared by IISc based on the scoring system given below. The bid with highest total score in sum of marks of Group-A, B, & C as per the methodology provided here shall be declared L-1 bidder and will be issued letter of intent / purchase order. If more than one bid is found to be L-1 in the overall score (sum of the marks of the three groups – A, B, C), then the bid with the higher discount rate offered for Group-A will be declared as L-1 bid. In case of a tie in the discount rate for Group-A also, the higher total marks in Group-B will be declared as L-1 bid. In case the tie persists, then the bid with the highest total marks in Group-C will be declared as L-1 bid. Decision of IISc with regard to evaluation of financial bids, calculations of marks and scores and declaration of bidders' ranking will be final and binding.
8. Note the definition of L1 has changed under the latest rules of GFR. The class of the vendor affects the selection of L1. This tender will follow GFR as they stand on the date of tender release.
9. Bidders other than L-1 bidder, who are ready to match the L-1 bidder's price in all items (for group-A, B and C) (wherever their offered rate is higher), may be empaneled subject to submission of a formal letter before refund of EMD and fulfilling of other conditions viz. performance security, Fidelity Guarantee Bond etc. Other bidder(s) may be empaneled for the purpose of having multiple agencies for distribution of workload between the empaneled agencies. IISc will have sole discretion for work distribution. However, IISc does not guarantee minimum workload. Decision of IISc will be final and binding in this regard.
10. Charges which are normally claimed and rates which are sought to be quoted by the bidder are classified in three groups (A, B, C) for the purpose of comparison among different bidders. Each Bidder, depending upon its quoted rates will be given marks from 0-90 in each group as per defined marking pattern in the respective group. Finally, different weightage will be given to the marks obtained in each group to calculate the Total Score of each bidder as follows: -

Group	Weightage out of 90
A	1
B	8
C	27
D	40
E	1

F	1
G	2
H	8
I	1
J	1

1. Following Formula will be used to arrive at Total Score of a Bidder:

$$\text{Total} = \frac{A*1+8*B++27*C+40*D+1*E+1*F+2*G+H*8+1*I+1*J}{90}$$

where A, B, C, are marks obtained in respective groups. Bidder with maximum total score here shall be ranked L-1 and so on).

2. Marks of a Bidder in an Item in a Group = $\left(\frac{L}{R}\right) * M$

where L is Lowest Rate Quoted in that category / Item among all bidders, R is Rate quoted by the Bidder in that category / Item, and M is Max. marks allotted for that category / item)

Note:

1. * denotes in the above formulae multiplication.
2. Values will be rounded up to two points after decimal.
3. Discounts/Concessions subject to any conditions imposed by the Bidder will be rejected.
4. Details of Group-A, B, C are provided in the annexure-6.
5. Scoring will be done only for those bidders, whose price bids will be opened. Scoring and Marking for all groups will be done by IISc only. Decision of IISc about calculations will be final and binding.

9 Bid Security / Earnest Money Deposit (EMD)

1. All Bidders must submit **Rs. 2,50,000 (Rupees Two Lakhs Fifty thousand only)** as EMD or bid security in the form of RTGS/NEFT transfer. The Bidder must submit e-receipt as a proof of EMD submission along with the technical bid. Failure to comply with this requirement will result in rejection of the bid. The account details of IISc are provided below.
2. After the placement of the purchase order on the successful Bidder, the EMD amount will be returned to the unsuccessful Bidders without interest.
3. The EMD amount will be returned to the successful Bidder after the Institute places a firm purchase order for the procurement and the successful Bidder then submits a performance security/bank guarantee followed by its verification.
4. Micro and Small Enterprises (MSEs) or Startups firms will be exempted from submitting EMD as per GFR 2017 (amended from time to time). Such a Bidder must submit copy of valid certificate (from appropriate agency of Govt. of India) and Bid Securing Declaration (**Annexure-4**) both with their technical bid, failing which their bid will be declared as a non-responsive bid.
5. The bid must be valid for at least 180 (One Hundred Eighty) days from the actual date of opening of the technical bid. Withdrawal of the bid within the period of validity will result in forfeiture of the EMD amount.
6. Details of the Bank Account of IISc Bangalore for submitting EMD / PBG

Account's Name	Registrar, Indian Institute of Science, Bangalore
Bank	State Bank of India
Branch	IIS Bangalore
Branch Code	02215
Account No.	31728098170
IFSC	SBIN0002215
MICR	560002020
GSTIN	29AAATI1501J2ZV
PAN	AAATI1501J
IEC Code	0788012428
ADC	00022158400009
TAN	BLRI0070D

Note: It is mandatory to write the Name & Address of the Bidder and Tender Reference No. & Date on the back side of the e-receipt of NEFT/RTGS. Acceptance of the e-receipt of NEFT/RTGS is subject to its verification from the Finance & Accounts section / Banker of IISc.

10 Performance Security / Performance Bank Guarantee (PBG) and Fidelity Guarantee Bond

1. Successful bidder(s) has / have to submit a Performance Security / Performance Bank Guarantee (PBG) issued by a nationalized bank in India within One week of the issue date of purchase order / letter of intent. Performance Security / PBG will be for an amount of **Rs. 5,00,000/- (Rupees Five Lakhs only)**. Performance Security may be furnished in the form of online payment (RTGS/NEFT) or Bank Guarantee in the specified format given in the **Annexure-5**.
2. Performance Security shall remain valid for a period of six months beyond the date of completion of all contractual obligations of the supplier including warranty obligations. If PBG is provided, then it must be valid for a period Six months from the date of purchase order / letter of intent.
3. Any kind of payment will be released only after submission of Performance Security / PBG followed by its verification of genuineness.
4. The Earnest Money Deposit (EMD) of the successful Bidder shall be returned on submission of Performance Security / PBG without any interest.
5. EMD of unsuccessful bidder will be returned without any interest after placement of order. EMD will be forfeited, if bidders change their terms & conditions or fail to submit PBG on time or fails to accept the purchase order during bid validity period.
6. Performance Security / PBG will be returned without any interest after successful completion of all contractual obligations including extended period services (if any).
7. The Performance security / PBG will be refunded / returned after three months of the completion of contract subject to clearance and delivery of all the shipments to the Institute as per the terms and conditions of agreement and again on written request having been made in this behalf by the contractor. No interest would be paid on the security deposit or Bank Guarantee. In case, the

contractor fails to provide satisfactory services during the contract period or discontinues fulfilling the contracted obligations in any manner or is found at fault, the performance bank guarantee shall be forfeited without assigning any reasons, whatsoever and the contractor shall have no right to claim for refund of performance security deposit. IISc will have the discretion to invoke the payment from the bank in case of any breach of contract. Decision of IISc in this regard will be final and binding.

8. **Fidelity Guarantee Bond:** Since the agent shall have to handle sophisticated and valuable consignments as well, the agent shall further be bound to furnish a fidelity guarantee bond as well for an amount of **Rs. 10,00,000/- (Rupees ten lakhs only)** in favor of the Registrar, Indian Institute of Science (IISc), Bangalore within One week of the receipt of the letter of intent / purchase order issued by the Institute, so as to safeguard the interest of IISc in case, of any loss is caused to IISc due to any act of omission and commission by the agent. This bond must be duly attested by the agent's bank which must be a Nationalized Bank. This bond must be valid for Sixty (60) months from the date of letter of intent / contract and which should remain valid till three months after the expiry of the contract term.

11 Guidelines for Bid Submission

Interested Companies/ Firms/ Agencies may enclose and drop the Original Demand Draft for EMD, copies of the Technical bid along with documents. Hardcopy of the proposals should arrive at the Office of Laboratory Safety & Environmental Health (OLSEH), Near Unit 1b, Near Choksi Hall, Indian Institute of Science, Bangalore 560012, India, before the deadline indicated in Schedule 2. If a Bidder submits a response to the tender, then it is assumed that the Bidder accepts all the terms and conditions specified in this document. A bid submitted through any other mode will not be entertained and will be treated as non-responsive.

The submission consists of two parts, viz. a Technical Bid and a Commercial / Price Bid.

1. The Technical Bid should be an indexed and page-numbered document containing: -
2. An index page indicating list documents attached in Technical Bid with item's / Document's Name and
3. relevant page number.
4. All pages must be page numbered.
5. Duly filled-in and sealed & signed by the bidder (Annexure-1)
6. E-receipt of EMD (MSE / startup certificate and Bid Securing Declaration in case of EMD exemption)
7. Supporting documents listed in the Overall Compliance Statement.
8. A signed document that the Bidder agrees to the Service Terms, Commercial Terms, and Payment Terms set forth in this tender (including all contents). A copy of this tender document (duly sealed and signed on all pages) must be submitted with the technical bid.

The Commercial / Price Bid should contain:

1. The BOQ table is given in Annexure-6 here for indicative purpose only for understanding of the bidder that which part in the BOQ Price Bid has to be filled-in with suitable value by the bidder.
2. Price Bid must be submitted in a separate BOQ. Any price MUST NOT be indicated or filled-in in the Technical Bid, failing which the bid will be treated as non-responsive.

Points to Note:

1. Prices of items in this tender's BOQ must NOT be mentioned in the Technical Bid.
2. Each of the line items in the Commercial (Price) Bid must be quoted.
3. The commercial bid must be valid for at least 180 days from the actual date of opening of the technical bid.
4. A tender not complying with any of the above conditions is liable to be rejected. Incomplete proposals are liable to be rejected.
5. The IISc, reserves the right to modify the technical specifications or the content at any time. The IISc reserves the right to accept or reject any proposal or cancel the tender, in full or in part, at any stage of tendering process without assigning any reason.

12 Annexures

12.1 Annexure 1: Index Sheet (on the letter head of the bidder) as the first page of the bid

To be submitted with Technical Bid as the first page of the technical bid

Sl. No.	Content	Page No.
1	Index Sheet (Annexure – 1)	
2.	Details of Bidders (Annexure – 2)	
3.	EMD details (Annexure- 4)	
4.	Declaration regarding track record (Annexure – 3)	
5.	Details Regarding Eligibility Criteria (Annexure – 4)	
6.	Complete tender document with corrigendum duly sealed and signed by the bidder	

Seal & Signature of the signatory of the bidder

12.2 Annexure 2: Details & Covering Letter of the Bidder

On the letter head of the bidder to be submitted with Technical Bid

To, Registrar, IISc, Bangalore - 560012 (India)

Sir,

I hereby submit my bid for your tender no. -.....

Details are as under along with all required documents.

EMD Details (attach e-receipt / MSE certificate)	
Bidder's Name and Address (attach incorporation certificate)	
Registration No. / Trade License (attach certificate copy)	
Complete contact details (address, mobile no. / telephone no. / email ID / website address)	
GSTIN (attach GST Certificate)	
PAN (attach copy of PAN)	
Bank Accounts Details (attach copy of cancelled cheque or letter from bank)	
Details of the contact person, address, mobile no. / E-mail ID etc.	

I have carefully gone through the Terms & Conditions and all the contents as mentioned in the above-referred tender document. I declare that all the provisions and contents of this tender document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter. I copy of this tender document (duly sealed and signed on all pages) are being attached with this bid.

Thanking you.

Seal & Signature with name & date and

PAN & Aadhar card no. of the signatory

Annexure 3: Declaration regarding track record

On the letter head of the bidder / to be submitted with Technical Bid

To, Registrar, Indian Institute of Science (IISc), Bangalore - 560012 (India)

Sir,

I hereby submit my bid for your tender no. -.....

I have carefully gone through the Terms & Conditions contained in the above referred tender. I hereby declare that my company/ firm is currently not debarred / not blacklisted by any Government / Semi Government organizations / institutions in India or abroad. I further certify that I am the competent officer in my company / firm to make this declaration.

Or

I declare that my firm is debarred / blacklisted as per following details:

Sl. No.	Country in which the company is Debarred /blacklisted / case is Pending	Black listed / debarred by Government / Semi-Government / Organizations /Institutions	Reason	Since when and for how long

(NOTE: In case the company / firm was blacklisted previously, please provide the details regarding period for which the company / firm was blacklisted and the reason/s for the same.

Thanking you.

Seal & Signature with name & date

PAN & Aadhar card no. of the signatory

12.3 Annexure 3: Documentation details

To be submitted with Technical Bid

	Parameter	Eligibility Criteria	Page no. of the relevant Documents as proof for claim of fulfilling eligibility criteria
1.	Size of the Company	Bidders having minimum 10 (ten) permanent employees personnel employed in its Bangalore office in business of supply and maintenance of fire extinguishers. List of Employees with their name, designation must be provided with the technical bid.	
2.	Turnover and solvency	The bidder having minimum turn-over of Rs. 100 lakhs per annum in last five financial years in the business of supply and maintenance of fire extinguishers. Audited Balance Sheet and P&L Account for last five FY (2015-16 to 2019-20) must be provided.	
3.	Past record of the firms in different IIT's / IISc / Central Universities / Govt. Org. / CSIR / DRDO / ICAR / ICMR etc.	Satisfactory execution of minimum order worth 50 lakhs in the last 5 financial years (i.e. 2015-16 to 2019-20) with any Govt. organization(s) viz. IIT's / IISc / Central Universities / Govt. Org. / CSIR / DRDO / ICAR / ICMR / CFTIs etc. Attach PO(s) as proof.	
4.	ISO/BIS certification	Bidders must have ISO/BIS certification for fire safety	

Date:

Seal & Signatures

12.4 Annexure 4: Bid Securing Declaration

to be submitted with Technical Bid by the bidders not submitting Bid Security / EMD on the non-judicial stamp paper and must be NOTARIZED

To: The Registrar, Indian Institute of Science (IISc), Bangalore - 560012 (India)

Sir,

I / We... hereby submit my / our bid with reference to your notice inviting tender no. _____. I / We, the undersigned on behalf of the bidder _____, hereby declare that:

1. I / We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration for the bidders not submitting Bid Security / Earnest Money Deposit.
2. I / We accept that I / We will be blacklisted and debarred from bidding for any tender / contract with Indian Institute of Science (IISc), Bangalore forever, if I am / We are in a breach of any obligation under the tender / bid conditions, because
 - a. I / We have withdrawn / modified / amended, impairs or derogates from the tender, my / our Bid during the period of bid validity or during extended bid validity period as specified in the tender document; OR
 - b. withdraw the proposal or increases the quoted prices or change in technical specifications / brand / model etc. of the item after opening of the bid during the period of Bid validity period or its extended period, OR
 - c. having been notified of the acceptance of our Bid by the purchaser (IISc) or a purchase order is placed on us by IISc during the period of bid validity or during extended bid validity, and I / we fail or refuse to execute the contract / purchase order, OR
 - d. I / we fail or refuse to furnish the Performance Security, in accordance with the tender condition / purchase order, OR
 - e. indulge in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization during the bid process
3. IISc, Bangalore may inform about our debarment / blacklisting in the form of notice on its website / CPPP / any other organization, if I / we are debarred / blacklisted.
4. I / we will pay fine of an amount equal to the amount of Bid Security / EMD of this tender, within fifteen (15) days from receipt of the written demand by IISc, Bangalore if I / we are debarred / blacklisted due to the enforcement of this bid securing declaration.
5. I / We understand this Bid Securing Declaration shall cease to be valid if I am / we are not the successful Bidder, upon the purchase order is placed on another bidder / vendor.

Seal and Signature with Date of the authorized signatory of the bidder

Name and Designation

12.5 Annexure - 5

Format for Bank Guarantee for Performance Security (Performance Bank Guarantee). To be submitted by the successful bidders after placement of the purchase order.

To

The Registrar, Indian Institute of Science (IISc), Bangalore – 560 012, Karnataka India

Subject: Performance Bank Guarantee (PBG)

Reference: IISc Purchase Order No. _____, dated _____

Dear Sir,

We hereby issue a Bank Guarantee as follows: -

Bank Guarantee No. : _____

Amount of Guarantee Rs : _____

Date : _____

Guarantee covers from : _____ To _____

Last Date for Lodgment of claim : _____

This deed of guarantee executed by the **[Name of Bank]** having its Central Office at **[location]** and amongst other places a branch at **[local branch location]** (hereinafter referred to as "The Bank") in favor of The Registrar, Indian Institute of Science, Bangalore – 560 012 (hereinafter referred to as IISc) for an amount of not exceeding Rs. **[Amount]** (Rupees **[Amount in words]** only) at the request of M/s **[Vendor]** (hereinafter referred to as "Supplier").

IISc has entered into an agreement with Vendor, vide IISc's Purchase Order No. **[PO Number]** dated **[date]** with Supplier to carry out the supply, installation, and comprehensive maintenance of fire extinguishers at Indian Institute of Science, Bangalore as per their above order, the Supplier agreed to execute a Bank Guarantee for 10% of the total order value viz. Rs. **[Amount]** (Rupees **[Amount in words]** only) towards performance Security / performance guarantee obligation for a period of 3 years from **[start date]** to **[end date]**

We, the **[Bank Name]**, **[Branch]** (hereinafter referred to as a Guarantor) at the request of the supplier, irrevocably undertake to indemnify and to keep indemnify IISc, without any demur to the extent of Rs. **[Amount]** (Rupees **[Amount in words]** only) in the event of the aforesaid Supplier failing to comply the Warranty / contractual Obligations as per the agreed terms to the full satisfaction of the Company as mentioned in the IISc purchase order.

The Guarantor guarantees that in the event of the said Supplier failing to abide by any of the conditions referred in tender document / purchase order/ performance of the equipment / Machinery / service, etc. this Bank shall pay to Indian Institute of Science, Bangalore on demand and without protest or demur Rs. **[Amount]** (Rupees **[Amount in words]** only).

Guarantor, further agrees that the guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the equipment and / or services as stated

in the Purchase Order issued by IISc and that it shall continue to be enforceable till the completion of the period and certified that warranty and contractual obligations have been fully carried out by the supplier and accordingly discharges the Guarantee subject. However, IISc shall have no right under after the expiry of the Guarantee on **[end date]**. Guarantor undertakes not to revoke this Guarantee, during its currency except with the previous consent of IISc. in writing.

Notwithstanding anything contained herein, the liability of the Guarantor under the Bank Guarantee shall not exceed Rs. **[Amount]** (Rupees **[Amount in words]** only). The guarantee shall remain in force until, unless a demand or claim under the guarantee is made on our Bank in writing on or before **[end date]** all your rights under the said guarantee be forfeited and we shall be relieved and discharged from all liabilities there under. Guarantor is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if IISc serve upon us a written claim or demand on or before expiry of date, i.e. **[end date]**. This Guarantor further agrees that the decision of Indian Institute of Science, Bangalore as to whether the said Supplier has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding. This Guarantor further agrees that the claims if any, against this Bank Guarantee shall be enforceable at branch office at **[local branch location]**.

Details of the Guarantor are given below:

Name of the Bank	
Branch Name	
Branch Code	
IFSC Code	
E-mail Id	
Phone / Mobile No.	

Seal & Signature of the Bank

12.6 Annexure 6

12.6.1 Supply, installation & training

#	Item Description	Capacity	Required Quantity	PER Unit Cost ₹ (Inclusive of all Taxes)	Total (₹)
A	Dry Powder Fire Extinguisher (ABC Type)	5 kg	15		
B		9kg	350		
C	CO2 Gas Type Fire Extinguisher	2	975		
D		4/4.5 kg	600		
E	Water Type Fire Extinguisher	9 liters	60		
	Total		2000		

12.6.2 Annexure 6.1 Comprehensive AMC

#	Item Description	Capacity	Required Quantity	PER Unit Cost (₹) (Inclusive of all Taxes)	Total (₹)
F	Dry Powder type of fire extinguishers including hydraulic testing (as per schedule), labor cost, painting, travelling expenses, GST etc. if any.	5 kg	30		
G		9 kg	700		
H	Comprehensive AMC for of CO2 Gas type of fire extinguishers including hydraulic testing (as per schedule), labor cost, painting, travelling expenses, GST etc. if any.	2 kg	2000		
I		4/4.5 kg	1200		
J	Comprehensive AMC for Water CO2 including hydraulic testing (as per schedule), labor cost, painting, travelling expenses, GST etc. if any.	9 liters	100		
	Total		4030		

Note: The tender amount will be calculated as per formula mentioned in Section 8

12.7 Annexure 7

(Clause 13 and 14.1 of IS 2190:2010)

REGISTER OF FIRE EXTINGUISHER

F- 1 Record of fire extinguishers installed in a premise, its inspection, maintenance and operational history shall be maintained as per the format below:

S No	Type	Capacity	Year of manufacture	Make	Location	Monthly Inspection Dates	Annual Inspection Dates	Pressure Tested on	Date of Discharge	Refilled on	Due for Refilling	Remarks
1												
2												
3												
4												
5												
6												

Notes:

1. In remarks column fill details of date of operation as per annual maintenance date, date of rejection and disposal with details of observations and date of calibration of safety valves and pressure gauges in case of high capacity extinguishers.
2. Each extinguisher should be allotted one full page and the particulars of a permanent nature like S No., Type, Capacity, Year of Manufacture, Make and Location can be transferred to the top portion of the Register