जैव प्रौद्योगिकी विभाग, विज्ञान एवं प्रौद्योगिकी मंत्रालय, भारत सरकार के अधीन एक स्वायत्त संस्थान Institute for Stem Cell Science and Regenerative Medicine (DBT- inStem) An Autonomous Institute under Department of Biotechnology, Ministry of Science & Technology, Govt. of India



Ref. No. INS/W-5085/2023-2024(M)

Date: 15.02.2024

2 PART TENDER FOR SERVICE CONTRACT FOR PESTS AND RODENTS CONTROL FOR A PERIOD OF ONE YEAR

(REFER ANNEXURE-A FOR DETAILED SCOPE OF WORK)

This tender document contains Total 13 pages

Cost of Tender: Rs.1.80 Lakh

Last date for submission: 07/03/2024 till 14.00 hrs Tender opening date & time: On 07/03/2024 at 14.30 hrs

General Terms and Conditions:

Important instructions for the Tenderers: -

The details in regard to Scope of work and other terms and conditions should be cogent and clear to the extent possible.

- Tenders are invited under 2 part system from reputed Service providers for PESTS AND RODENTS CONTROL SERVICE FOR A PERIOD OF ONE YEAR.
- 1.1 Quotations must be submitted giving complete details using enclosed tender papers. Quotations received after the due date shall be rejected.

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

- 1.3 Each page of the tender except the Price & Delivery part shall be on printed letterheads or forms and bear the signature, date, name and designation of the person signing the offer. If they are not on letterheads, a rubber stamp indicating full name, address and phone No., Telex No., Fax No. etc. of the firm shall be affixed at the end of each page.
- 1.4 Bids containing erasures or alterations are liable to be rejected unless countersigned by the authorized signatory.
- 1.5 All rates and total amount should be written both in figures and in words and if there is any discrepancy between the two, the lowest amount only will be considered.
- 1.6 We reserve the right to place order for part/reduced quantity than what is specified in the tender and also reserve the right to split the order to more than one supplier.
- 1.7 Please return/upload the tender papers including Conditions of Tender as well as the Annexures with your signature, rubber stamp and date affixed on each page.
- 1.8 All bids in response to this invitation of tender should be submitted in a manner and method specified above. Tender which do not comply with the above conditions are liable to be rejected.
- 1.9 Late and delayed tenders will not be considered. Therefore, tenderers shall ensure that the tenders are uploaded on or before the due date and time stipulated for receipt of bids.
- 1.10 Individuals signing the bid form and other supporting documents must specify the capacity in which they sign,
 - Whether signing as a Sole Proprietor of the firm or his attorney.
 - Whether signing as a partner of the firm or his attorney
 - Whether signing as Director of a Limited Company.

2. CATALOGUE/TECHNICAL LITERATURE

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

- 3. Micro and Small Enterprises (MSEs):
- a. Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME)
- b. The MSEs are exempted from payment of earnest money and tender fees subject to furnishing of relevant valid certificate for claiming exemption as per privilege rules of Government of India.
- c. The bidder submits registration of Udyog Adhar Memorandum (UAM) by Ministry of Micro Small and Medium Enterprises (MSME) vendors on Central Public Procurement Portal (CPPP). The bidders who fail to submit UAM number shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order 2012 issued by MSME.

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4. PRICE

The Tenders to be quoted in INR. For imported goods, to be quoted in currency of the approved currency from RBI. The price/s quoted shall be firm till the complete execution of the order. All details relating to price, price breakup, inland transportation, documentation, taxes and duties, levies, Road/AIR/Marine freight charges, delivery terms (ex-works/F.O.R/F.O.B/C.I.F.) mode of payment, mode of Despatch, Insurance, Agency Commission, if any, shall be paid after satisfactory installation & Commissioning of the goods. The quoted price should be supported with original proforma invoice. The proforma invoice should indicate the percentage of agency commission included in the FOB prices. Indian Agent to be paid in Indian currency.

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

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

5. ELIGIBILITY FOR PARTICIPATION: -

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

- This invitation is for "Class I" and "Class II" Suppliers as prescribed in "Public Procurement (Preference to Make in India) order 2017 of GOI. Dept of DIPP" (OM No. P-4502/2/2017-PP(BE-II) dated 16th September, 2020. Necessary certification for local content must be submitted by the prospective bidders strictly as per Annexure attached with the tender document.
- ii. For indicating the price, the tenderers may choose any/all of the following: The 'Class-I Local Supplier' / 'Class-II Local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I Local Supplier' / 'Class-II Local Supplier' as the case may be.
- iii. Indigenous manufacturers and their authorized dealers are eligible and they will be considered as Local Supplier Class I/II for price preference as per GOI Notification vide OM bearing No. F-45021/2/2017-PP(BE-II) dated 04th June, 2020 and again on 16th September 2020 issued by Department of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce & Industry, Govt. of India.
- iv. NON-LOCAL Suppliers are also eligible for participation in the tender as per relaxation on Global Tender Enquiry (GTE) on 364 Medical Devices Equipment as per OM. No.F.4/1/2023-PPD dt.03/04/2023 which will be exempted from the Instructions issued vide OMs No. F/12/17/2019-PPD dt.15.05.2020 & 28.05.2020 regarding GTEs.
- v. In pursuant of the clarification vide GOI Notification vide OM bearing No.P-45021/102/2019-PP(BE-II) (E-29930) dated 26.11.2020 issued by Public Procurement Section, Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, GOI that bidders offering imported products will fall under the category of Non-Local Suppliers and they can't claim

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themselves as Class – I Local Supplier / Class – II Local Supplier by claiming profit, warehousing, marketing, logistic, freight etc., as Local Value addition.

- vi. In pursuant of the OM bearing No.F.N.6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Div., Department of Expenditure, Ministry of Finance, Govt. of India the manufacturer/supplier are not eligible for participation if they are from such country which shares the land border with India. Offered items manufactured in such countries will not be considered. As per O.M No. F.No.6/18/2019-PPD, dt.23/07/2020, the following condition to be fulfilled and the bidder to submit the following declaration on their Letter head.
 - I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is Registered with the Competent Authority.
 - II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
 - III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A Subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 6. The taxes (State, Central, Turnover tax, Works Contract Tax, etc.). Please specify which are applicable. The duties and other levies, freight, insurance shall be stated clearly and separately. Also please mention whether the same is included in the price/s quoted.

7. VALIDITY OF BIDS

The bids shall be valid for a period of at least 180 days from the date of opening of the Price bids. Bids with shorter validity period are liable for rejection.

8. DELIVERY

The tenderer should clearly mention the time required for supplying the item. The period of delivery will be counted from the date of receipt of the order. The delivery date is the date at which the equipment should be delivered at **inStem**, **Stores**. Please indicate extra charges, if any.

9. PACKING

The item should be packed appropriately so that it can sustain transit hazards, multiple landing, warehousing, etc. during transit.

10. PLACE OF DELIVERY

ALL DELIVERIES shall be effected to the INSTITUTE FOR STEM CELL SCIENCE AND REGENERATIVE MEDICINE, GKVK Campus, Bellary Road, Bangalore-560065.

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11. TAXES AND DUTIES

The Institute shall deduct all taxes and duties, as applicable, from time to time from the bills payable. Income Tax at the applicable rates as per the Indian Income Tax Act 1961 will be deducted at source for the services availed / ordered. In case of service provider, the rate of tax deduction shall be at 2% as per Section 194C, and in case of fee for professional / technical services under section 194J, the tax reduction shall be at the rate of 10%. The fee for technical service under section 194J shall be subject to TDS at the rate of 2%. In case service provider does not provide PAN number, the deduction shall be at 20% under section 206 AA. -Tax Deduction Certificates will be provided on request for non PAN holders & Foreign Vendors and PAN holders could avail them through NSDL site dealing with 26AS.

12. Security deposit: A security deposit @ 3% of the contract value shall be provided by the contractor within 15 days of awarding of contract, failing which the entire amount will be recovered in the first 3 months' running bill. Alternatively, a Bank Guarantee from a Nationalized Bank for the equivalent value may be furnished for the period of agreement with 3 months grace period. The security deposit is refundable after expiry of the agreement subject however, to any claims on the contractor. The Institute the right to deduct from the security deposit any amount for damages/deficiencies in service by the contractor. The security deposit does not carry any interest. The Institute shall have the absolute right to deduct from the security deposit and /or any amount payable to the contractor, such amounts which have remained unpaid to the contract employees by the contractor, such a amount which remained unpaid to the contract employees by the contractor and any damages as may be determined by the Institute director, whose decision shall be final on account of any act or omission in the part of the contract, by the contractor.

13. PAYMENT TERMS

Monthly Basis, On completion of Each month

14. CLARIFICATIONS

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

RISK CLAUSE

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

16. DISPUTE AND RESOLUTION

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

17. The Price shall be for inStem Stores.

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- 18. inStem reserves the right to split the quantities or reject one or more offers in full or part without any reasons. Therefore, decision of inStem is final and binding.
- 19. The quantity mentioned in the tender may be decreased/increased while ordering. However, the price quoted should be firm irrespective of change in the quantity.

21. ACCEPTANCE OF TENDERS

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

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

23. LIQUIDATED DAMAGES

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

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

24. Since we are a public funded research institution, we are exempted from paying Customs Duty (Except advolerum duty of 5% + 2% cess and 1% Cess Sec & High Edu. CESS vide Notification No.51/96 Customs dt: 23.07.1996, Notfn No. 28/2003- custom dt.: 01.03.2003, Notfn., as amended from time to time for research purposes only. This Registration is subject to terms and conditions mentioned overleaf. This registration is valid up to 31.08.2025).

25. FORCE MAJEURE CLAUSE:

a) Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to the acts of the purchaser either in its sovereign or contractual capacity, wars or revolution, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs, and freight embargoes. However, it should not be used by a party to effectively to escape liability for bad performance.

If there is delay in performance or other failures by the supplier to perform its obligation under its contract due to event of a Force Majeure, the supplier shall not be held responsible for such delays/failures.

If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within 21 days of occurrence of such event with reasonable evidence thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of force majeure for a period exceeding 90 days, either party may at it option terminate the contract without any financial repercussion on either side.

- b) There may be a Force Majeure situation affecting the institute only, under which the institute shall have equal rights to claim relief under such Force Majeure situations.
- 26. Debarment of bidders by the institute for committing of offences or breach of contract will be governed by the provisions of Government of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division OM No. F/1/20/2018-PPD dated 02.11.2021 / relevant GFR provisions and based on approval of Nodal Ministry.

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

For and on behalf of

Institute for Stem Cell Science and Regenerative Medicine

Sr Admin Officer-Purchase

GKVK, Bellary Road, Bangalore 560 065. India

Phone +91-80-61948096/97/98

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

मूल कोशिका विज्ञान एवं पुनर्योजी औषधि संस्थान (डीबीटी-इन्स्टेम) जैव प्रौद्योगिकी विभाग, विज्ञान एवं प्रौद्योगिकी मंत्रालय, भारत सरकार के अधीन एक स्वायत्त संस्थान Institute for Stem Cell Science and Regenerative Medicine (DBT- inStem) An Autonomous Institute under Department of Biotechnology, Ministry of Science & Technology, Govt. of India



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ANNEXURE-A

SCOPE OF WORK

Kindly send your lowest quote for Pest Control Services at inStem on or before the due date. The total land area of inStem is approximately 6,53,200sft. out of which the buildings occupy 1,02,963.00 sq. ft. The scope of work includes Buildings (DHRH, Kitchen, Substation, Medical Centre, Security Office Civil Office, STP) general fumigation and fogging weekly once and on requirement.

Pest control services should be provided at the inStem, GKVK Campus, GKVK, Bellary Road, Bangalore-560065

The contract shall cover the following:

- a. Flying Insects (Mosquitoes and flies)
- b. Pests (Cockroaches, Spiders, Ants and Crawling insects)
- c. Rodents (Rats, Mice)
- d. Snakes control
- e. Any other pests required to be eliminated
- 2. The contractor shall receive instructions from Shri. Amit Kumar Sarkar, Administrative Officer (Hospitality and Services), who will be the Officer-in-Charge of this Contract.

3. The following shall be the scope of work;

- (a) Branded Pyrethroid pesticides should be used for treatment of mosquitoes and other crawling insects/pets.
- (b) The pesticides should be kept in our custody and will be issued by us during the treatments.
- (c) All the walls, ceilings, drains, external walls and manholes should be treated with the same pesticides for adulticide treatment. Minimum once a month treatment to be adhered.
- (d) All foliages, plants and trees should be treated below their leaves and on their trunk for mosquitoes, which rest there.
- (e) All water areas especially stagnated water areas should be treated (inside and outside) with approved pesticides for larvicide's treatment. Due to this, the acquatic life in the pond should not be affected.
- (f) Fogging to be carried out minimum once a week and additionally more number of time if problem persists or as per our requirement.
- (g) No area must be left out during the treatments and prior permission as per the convenience of each lab, office, canteen and other sections must be ascertained for the treatment.
- (h) Additional repeat treatments to already treated areas and treatments on Sundays and holidays cannot be billed extra.
- (i) Rodent Control: Branded WHO approved rodenticides to be used only to places where the rodents will not die in ducts or any inconvenient places. Bait stations to be marked for easy identification. Mainly glue traps must be used for the major portion of rodent control. The glue traps should be aesthetic to look and should never give an ugly appearance. Simple aesthetic looking mechanical rodent traps should be used wherever we want them to be placed and the traps should be clearly noted for early identification. Every day the mechanical traps and glue traps should be checked and all rats trapped to be removed without delay.
- (j) Snake Control: Carbolic acid and other chemicals shall be used for controlling of snakes inside the campus. Aluminum phosphate can be used for killing the snakes where the snakes are inhabited in the ant hills. Areas where the people walk should be treated by spraying

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chemicals in liquid or powder form. However, no vegetation shall be destroyed in the process. And at the same time the treatment should be effective. Treatment period shall be minimum once a week.

- (k) Bee-hive treatments should be carried out at the moment the bees start building the hives and also much precaution shall be taken in vulnerable areas.
- (l) Trapped rodents should be disposed immediately
- (m) The quoted rates shall be for the entire requirement as mentioned above and no option of treatment will be possible.
- (n) All equipment shall be provided by the agencies for the treatment.
- (o) A copy of the license and income tax paid certificate/receipts shall accompany the quote.

4. Scope of Work includes the following:

- a) Application of insecticides for general insect pest control around the buildings/Labs/Canteen which is drastically reduced. The application is not based on fixed schedule but need based and only in the required spots.
- b) Inside the canteen, only herbal paste to be applied to ward off the cockroaches. Chemical application is confined only to the drains, wash basins, toilets, that too in reduced frequency. Even for fly control, a herbal product pynodor to be applied.
- c) The practice of applying Al. Phosphide tablets to the termite mounds at regular intervals for controlling snakes and rats to be stopped. For preventing the possible entry of snakes into the buildings, plants which are known for their snake repellent property have been planted in some vulnerable areas. The Plant Ruta Graveolens F: Rutaceae (Kannada name Nagadali) to be used. However, only for children play area, apply Al. Phosphide whenever any burrows are seen in its vicinity. The Chemical to be placed deep into the burrows and burrows are closed.
- d) For rodent control, in addition to the usual measures an electric device "Electric Rat Repellent" to be installed in one location (indoors). In case of thermal fogging for mosquito control the dosage of chemical to be reduced from 5m1/litre of diesel. Further, for every four applications of thermal fogging (chemical control measure) one herbal misting is followed (non rbornir21 mothoril)
- e) No chemical to be applied for control of mosquito larva in water bodies, instead Gainbusia sp. Of fish) predaceous on mosquito larva) to have been released.
- f) For the corridors/lobby of inStem, use only neem based botanical insecticide for control of general insect pests (such as silverfish, cockroaches, spiders etc.). The chemical usage to be stopped for the corridor.
- g) The contractor must visit the campus minimum twice in a day (Morning and evening) including all Sundays and public holidays. (Preferably 9.30am and 5.30pm)
- h) Contractor should provide separate pesticide treatment equipment such as spray gun, fogging machine exclusively for campus use.
- i) Contractor should maintain at least 20 nos of glue traps and 10 nos machine type rodent trap in the material store room which is provided by the Institute.

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5. OTHER TERMS AND CONDITIONS

- a) During the contract period, INSTEM can communicate to the contractor about any alterations
- b) or additions to the scope of work mentioned above and that contractor shall carry them out. For any reduction/increase in the scope of work, the increase/decrease in the rates shall be negotiated and finalized mutually.
- c) The contract shall be initially awarded for a period of one year and is extendable for another year based on the satisfactory performance of the contractor during the first year.
- d) Care should be taken towards human safety while carrying out the treatments.
- e) The rates indicated shall be inclusive of all taxes and duties and shall remain valid for the period of agreement. Any increase in the rates will be only in respect of statutory duties/levies for which adequate documentary proof shall be submitted to INSTEM Any decrease in the duties/levies during the period of agreement shall entail corresponding reduction in the contract amount.
- f) The contract can be terminated by either side by giving one month's notice in writing. If the notice period is not given or if a shorter notice is given by the contractor, the entire security deposit would be forfeited. Any other costs incurred by the Institute to maintain the services contracted to the contractor, on account of such short notice will be deducted from the dues payable to the contractor, or shall be paid by the contractor on demand if such dues fall short of such costs.
- g) The contractor should have minimum 5 years experience in pest control service in reputed organizations and atleast 02 present similar pest control contract in Bangalore.
- h) Contractor should have valid PAN number approved by Income Tax Department
- i) Contractor should have valid License to use insecticides.
- j) Contractor should have ESI &PF Registration certificate in Bangalore region.
- k) The Contractor should visit the site before submit the bids.
- 1) The contractor should have registered office in Bangalore
- m) Contractor shall not sub contract to another contractor, Institute having rights to terminate the contract if find any such activity from the contractor.
- n) Contractor should provide proper uniforms and valid ID card to the service crew

6. The following shall be the terms in the event of the contract being awarded to your firm.

i) Payment shall normally be made within 15 days of submission subject to the claim being found proper in all respects and in accordance with the terms and conditions of the contract. All payments will be made after deduction of taxes and duties at source as applicable from time to time.

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- ii) The bills have to be certified by the Officer-in-charge (Authorized Officer of INSTEM), prior to submission to Accounts Officer.
- iii) Security deposit: A security deposit @ 3% of the contract value shall be provided by the contractor within 15 days of awarding of contract, failing which the entire amount will be recovered in the first 3 months' running bill. Alternatively, a Bank Guarantee from a Nationalized Bank for the equivalent value may be furnished for the period of agreement with 3 months grace period. The security deposit is refundable after expiry of the agreement subject however, to any claims on the contractor. The Institute reserves the right to deduct from the security deposit any amount for damages/deficiencies in service by the contractor. The security deposit does not carry any interest. The Institute shall have the absolute right to deduct from the security deposit and /or any amount payable to the contractor, such amounts which have remained unpaid to the contract employees by the contractor, such a amount which remained unpaid to the contract employees by the contractor and any damages as may be determined by the Institute director, whose decision shall be final on account of any act or omission in the part of the contract, by the contractor.
- iv) The Officer-in-charge/Accounts Officer, INSTEM shall be authorized to deduct any amounts as determined by the Institute Director, INSTEM from the amounts due to the contractor, for any deficiency in services provided by the contractor.
- 7. During or after the contract period, no claims shall be entertained in respect of any discrepancy for short claims if such demands are not made within 90 days from the date of payment of the final bill.
- 8. During or after the contract period, any dispute or differences that may arise between the contractor and INSTEM shall be referred to the sole arbitration of the Institute Director or his nominees and the contractor shall have no right to object to the appointment of the Director or his nominee as the sole arbitrator. The decision of the arbitrator shall be final and binding on the parties. The venue for arbitration shall be Bangalore and no other place. The provisions of the Arbitration and Conciliation Act 1996 as/amended from time to time shall apply. The courts in Bangalore shall have exclusive jurisdiction to deal with any or all disputes between the parties.

Bids shall accompanied by following documents without fail

- (A) License to use insecticides.
- (B) Valid PAN number approved by Income Tax Department
- (C) Experience certificate Minimum 5 years
- (D) GST registration Certificate
- (E) Certificate of ESI & PF

जैवं प्रौद्योगिकी विभाग, विज्ञान एवं प्रौद्योगिकी मंत्रालय, भारत सरकार के अधीन एक स्वायत्त संस्थान Institute for Stem Cell Science and Regenerative Medicine (DBT- inStem) An Autonomous Institute under Department of Biotechnology, Ministry of Science & Technology, Govt. of India



Ref. No. INS/W-5085/2023-2024(M)

<u>Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23-Jul-2020 & 24 Jul 2020 on</u> Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General conditions. Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 & prescribed tender conditions).

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM		
I, the undersigned,		
my capacity as	of	
M/s.	(name of bidder entity), that:	
 The facts contained herein are within my own personal knowledge. I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order. 		
3) I certify that M/s. a country or, is from such a country (strike out which Competent Authority. I hereby certify that the SUPPLIER be considered. (Where applicable, evidence of valid regis	never is not applicable), has been registered with the R fulfills all requirements in this regard and is eligible to	
4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s		
AUTHORISED SIGNATURE: Seal / Stamp of Bidder	DATE:	
*	,	

जैव प्रौद्योगिकी विभाग, विज्ञान एवं प्रौद्योगिकी मंत्रालय, भारत सरकार के अधीन एक स्वायत्त संस्थान 'nstitute for Stem Cell Science and Regenerative Medicine (DBT- inStem) 'An Autonomous Institute under Department of Biotechnology, Ministry of Science & Technology, Govt. of India



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Bid Security Declaration for Order Value > Rs.5 Lakh (to be submitted on Company's Letter Head)

I/We the undersigned hereby declare that if we withdraw or modify the bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document or fail to execute the contract, we will be suspended for the period of time specified in the request for bids document from being eligible to submit bids for contracts with the entity that invited the bids.

Name and Signature of Authorized Signatory and Company Seal

मूल कोशिका विज्ञान एवं पुनर्योजी औषधि संस्थान (डीबीटी-इन्स्टेम) जैव प्रौद्योगिकी विभाग, विज्ञान एवं प्रौद्योगिकी मंत्रालय, भारत सरकार के अधीन एक स्वायत्त संस्थान

जैव प्रौद्योगिकी विभाग, विज्ञान एवं प्रौद्योगिकी मंत्रालय, भारत सरकार के अधीन एक स्वायत्त संस्थान Institute for Stem Cell Science and Regenerative Medicine (DBT- inStem) An Autonomous Institute under Department of Biotechnology, Ministry of Science & Technology, Govt. of India



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Certificate for Local Content

"We (name of manufacturer) hereby confirm in respect of quoted item(s) that Local Content is equal to or more than 50% and come under "Class-I Local Supplier" Category. As being "Class – I Local Supplier", we are eligible for Purchase Preference under "Make in India" Policy vide GOI Order No.P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020).

OR

"We (name of manufacturer) hereby confirm in respect of quoted item(s) that Local Content is more than 20% but less than 50% and come under "Class-II Local Supplier" Category.

The details of the location (s) at which the local value addition made is/are as under:

1.

2.

3.

*Strike out whichever is not applicable

Date:

Seal & Signature of the Bidder

NOTE

- 1. Self-certification that the item offered meets the minimum local content (as above) giving details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy, if applicable.
- 2. In cases of procurement for a value in excess of Rs.10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content to avail the benefits under the make in India Policy, if applicable.

मूल कोशिका विज्ञान एवं पुनर्योजी औषधि संस्थान (डीबीटी-इन्स्टेम) जैव प्रौद्योगिकी विभाग, विज्ञान एवं प्रौद्योगिकी मंत्रालय, भारत सरकार के अधीन एक स्वायत्त संस्थान Institute for Stem Cell Science and Regenerative Medicine (DBT-`inStem) An Autonomous Institute under Department of Biotechnology, Ministry of Science & Technology, Govt. of India



Ref. No. INS/W-5085/2023-2024(M)

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

do hereby declare, in my capacity as	(full names),	
of M/s		
A bidder shall be debarred if he has convicted of an or	ffence-	
(a) under the Prevention of Corruption Act, 198	8:	
or		
(b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a Public Procurement Contract		
AUTHORISED SIGNATURE:	DATE:	
Seal / Stamp of Bidder		