

PUBLIC TENDER

TENDER FOR CONTRACT – LABORATORY MAINTENANCE AND ALLIED SERVICES

This tender document contains Total 21 pages

Tender Fee: Rs. 1,500/- +18% GST, Cost of Tender: Rs.58 Lakhs, EMD amount: Rs.1,16,000.00

Last date for sale of Documents: 20/11/2023 till 1600 hrs

Last date for submission: 21/11/2023 till 1400 hrs

Tender opening date & time: On 21/11/2023 at 1430 hrs (Only Techno – Commercial Bids)

Important Instruction: The bids shall be submitted for the Tender for "CONTRACT – LABORATORY MAINTENANCE AND ALLIED SERVICES", Ref No. INS/W-5054/2023-2024(M)

Important Instruction for the Tenderers:

Pre-Bid Meeting (offline mode): For information / Technical Details / Clarifications required by the Tenderers, a Pre-Bid meeting will be held on 07/11/2023 @ 1500 hrs at inStem, Bangalore and the tenderers are requested to attend the same. Contractor must attend the Pre-bid meeting in order to understand nature of work.

Tenders are invited under 2 cover system from Registered and Licensed Contractors of repute for Job Contract at inStem, GKVK, Bangalore – 560065. The Essential and Desirable features are the criteria for determining responsiveness of the bids. The Technical and Financial / Price bids shall be submitted simultaneously in two cover system.

The proposals shall be evaluated in two stages: (1) Technical and (2) Price/Financial. A minimum qualifying mark is set and only those Contractors whose Technical proposals score the minimum mark of 75% and above shall be considered for Financial Evaluation.

Thereafter, Financial proposal shall be evaluated. The Commercial Lowest Bidder shall be the first preferred Contractor for the award of Work. Where there is a situation of more than one Commercial Lowest Bidder at the same rate, then the highest scorer in Technical Bid shall be considered to award the Contract.

Eligibility criteria for Bidders:

A) Contractor should have 3 years' experience in providing Laboratory Services in reputed Scientific Research Organization. The contractor should have executed a single contract of Rs.46 Lakh per annum or more during the last 2 financial years or two (2) contracts of Rs.29 Lakh each per annum or more during the last 2 financial years or three (3) contracts of Rs.23 Lakh each per annum during the last 2 financial years.

B) The contractor should have a valid PAN number issued by the Income-Tax Authority.

C) Should have a valid Registration Certificate of the firm / agency / Company.

D) Should have a valid License issued by the Competent Authority

E) Should have valid ESI & PF registration certificate.

F) Should have a valid GST Certificate.

The cover shall also contain the following documents

(i) Company profile and Organization Structure including previous experience of manpower deployment to Government Departments, Multinational companies, etc. Please attach copies of Work Orders, Completion Certificate etc.

(ii) Acceptance of terms and conditions specified in these tender documents

(iii) Solvency certificate issued by your banker for the particular NIT.

(iv) 'Price Bid' should contain only rates which is to be quoted on monthly basis for the charges of Scope of work that includes manpower, consumables, overheads, Contractor's margin, etc. for running the Service at our Institute for normal duty of 8 hours per day per person.



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The following are the Conditions of Tender and / or Scope of Work, shall be considered, as essential experience.

1. Experience in handling Autoclave, distillations apparatus, oven etc.
2. Experience in maintaining tissue culture Laboratories.
3. Experience in preparing media and buffers.
4. Experience in maintaining gas manifold systems

Micro and Small Enterprises (MSEs):

1. 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)
2. 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.
3. 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.

Conditions of Tender

Equitable distribution of persons deployed

inStem is committed to Social coherence and communal harmony. In this Context, the personnel deployed by the contractors should reflect an equitable distribution from among various communities. The number of persons to be deployed in terms of the contract should, as far as possible, reflect a fair and equitable basis of distribution among various communities.

A Code of Conduct has been notified by inStem for the personnel on its campus. It is mandatory from 1st June 2020, for all outsourced personnel in Bangalore Life Science Cluster (NCBS, InStem and C-CAMP) to abide by the Code of Conduct. The bidders must ensure that the outsourced employees follow the Code of Conduct. It is the responsibility of the contractor to ensure that the personnel deployed under this contract are made aware of the applicable Code of Conduct and for ensuring their compliance with it.

The complete details of Code of Conduct is uploaded in inStem web page and link is

https://www.inStem.res.in/sites/default/files/coc_29.05.2020.pdf

1. Quotations must be submitted giving complete details using enclosed tender papers.
2. **The rates quoted shall remain valid for a period of 180 days from the date of opening of Price Bids.**
3. Each page of the offer should bear the signature, date, name and title of the person signing the offer, and a rubber stamp indicating the full name, address and phone no, Fax No, of the firms.
4. This tender document/form is not transferable. Only the party to whom the tender documents have been issued shall be entitled to quote.
5. Bids containing erasures or alterations will not be considered, unless countersigned by the authorized signatory.
6. The total amount should be written both in figures and in words and if there is any discrepancy between the two, the lowest amount will only be accepted.
7. Bids which do not comply with the above conditions are liable to be rejected.
8. The Institute shall be under no obligation to accept the lowest or any tender received in response to this tender notice and shall be entitled to reject **any or all** tenders without assigning any reason whatsoever.



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9. The Institute reserves the right to split the contract in parts and award them in pieces to the successful bidders or to delete the contract in parts after entering into the contract.
 10. No questions or items in the Annexures shall be left blank or unanswered. Where you have no details or answers to be provided a 'No' or 'NIL' or 'Not Applicable' statement shall be made as appropriate. Forms with blank columns or unsigned forms will be summarily rejected.
 11. The contractor chosen will have to undertake the work within 10 days from the receipt of the Work Order.
 13. Bids shall be accompanied by the following, failing which the offers are liable to be rejected:
 1. License & Registration Certificate issued by Competent Authority
 2. Organization Structure
 3. List of works on hand/carried out during the last 3 years
 4. Performance Certificate from the existing client(s), (issued August 2023 onwards)
 5. ESI & PF Registration Certificate.
 6. Annexure B,D,E and F duly filled in
 7. The entire tender document duly countersigned (in token of acceptance of all terms and conditions indicated in the documents)
 8. Copy of Work Order for similar nature of work worth Rs.46 Lakh per annum or more during the last 2 financial years or two (2) contracts of Rs.29 Lakh each per annum or more during the last 2 financial years or three (3) contracts of Rs.23 Lakh each per annum during the last 2 separate financial years.
 14. All annexures, attachments / drawings (if any) to this enquiry shall be read as part and parcel of this enquiry.
 15. Deviation(s) indicated in Annexure E are not automatically accepted; only if such deviation(s) if any indicated by tenderer has / have been specifically accepted in the Work Order, such deviation are deemed to have been accepted and become part of the agreement.
 16. All the bids shall be in the prescribed annexure forms and bear the signature, date, name and designation with company seal of the person signing the offer and name and address of the firms
- TENDERS RECEIVED LATE OR AFTER THE DUE DATE WILL NOT BE CONSIDERED.**
inStem RESERVES THE RIGHT TO ACCEPT, REJECT ANY OR ALL TENDERS WITHOUT ASSIGNING ANY REASONS THERE OF.

1. DEFINITIONS OF TERMS:

1. Institute or inStem means Institute for Stem Cell Science and Regenerative Medicine, GKVK, Bellary Road, Bangalore – 560 065.
2. Contractor, bidder, firm means the person to whom the work may be awarded.
3. Work Order, Purchase Order or Order shall mean the Work order/contract with associated specifications, tender documents, etc. executed between the Institute and the successful contractor(s) including any other documents agreed between the parties or implied to form part of the contract.

4. EARNEST MONEY DEPOSIT: Rs.1,16,000.00. EMD shall be paid in the form of Demand Draft from any Nationalized bank, drawn in favour of "Institute for Stem Cell Science and Regenerative Medicine Bangalore".

If the successful bidder fails to enter into a contract, the EMD amount of the successful bidder is liable to be forfeited.

The offers are liable to be rejected, if they are not accompanied with EMD in the form specified above.



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1. Scope of contract

- 1.1 The following annexures are part of the tender documents under reference:
- Annexure – A – Scope of work
 - Annexure – B – Profile of experience in Laboratory Services
 - Annexure – C – Important note for the bidder
 - Annexure – D – Schedule of Experience of last 3 years
 - Annexure – E – Schedule of Deviations from specifications / conditions
 - Annexure – F – Statutory obligations
 - Annexure – G – Bid Form & Rate Chart

The Tenderer shall fill in Annexures B,D,E, F and G completely and submit them along with their bids. All details and columns shall be filled, and if Annexure E or a particular column (s) in any annexure(s) does/do not apply, it may be indicated by saying why it is not filled (for e.g. 'no deviation', not applicable, not relevant, etc) – leaving blank columns or a bare hyphenation will disqualify the bidders.

- 1.2 The details of rates and number of personnel required for carrying out the work shall be indicated by the Contractor in the Annexure “G”.

1.3 Once the Work order is issued, the Contractor will receive instructions from an Officer designated for this purpose (Officer-in-charge) or his authorized nominee and the Contractor thereby undertakes to abide by his/her suggestions/instructions, etc. as regards services in this agreement.

1.4 Addition/ alterations in scope of work: Any alterations or additions to the scope of work will be communicated to the Contractor and the 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 simultaneously. *“addition / alteration in the Scope of work: At the time of awarding the contract, the quantity to be procured must be re-judged based on the current data, since the ground situation may have very well changed. The tendered quantity can be increased or decreased by 25 (Twenty – Five) percent for ordering, if so warranted. In case of reduction in quantity, the reduced quantity at the same rate and at the same terms and conditions as tendered and any alteration or addition to the scope of work will be communicated to the Contractor and the Contractor shall carry them out”.*

2. Quality and scope of services

2.1 The contractor shall appoint trained staff having a good character and maintain high standards of turn out, maintain the number and quality of staff as contracted to ensure there is no hold up of any service for any reason whatsoever. Any deficiency in the number of staff deployed will entail reduction from the compensation payable as decided by the Institute. The Contractor as soon as the agreement is signed, shall submit a list and biodata with photo of their workmen/supervisors/others indicating their name, age, qualification, experience and salary along with copy of appointment orders issued to them. As and when there is a change in the staff posted, a revised list and biodata with photo shall be submitted along with copy of appointment order issued to the new appointee/appointees, simultaneously.

2.2 It is normally understood and agreed between both the parties that the Institute will not be responsible or be liable for any laws that are in force/that may come into force from time to time in respect of personnel engaged by the Contractor and the Contractor alone will be solely responsible for the terms and conditions of their services, safety, health, statutory requirement, etc.

2.3 The Contractor shall depute such Officers and Supervisors as proposed by him, who shall be available on site to supervise the Contract employees and interact on daily basis with Officer-in-Charge regarding delivering the specified service.



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2.4 It is understood and agreed that the Contractor will be held responsible for any disciplinary matters arising out of the work or conduct of their employees and the Contractor will take appropriate disciplinary action against those employees found indulging in any act of indiscipline in Institute's premises or in connection with the services referred to herein.

2.5 The Contractor will immediately replace any employee found to be unfit in any manner immediately or on receipt of advice from any authorized person in inStem.

2.6 The Contractor shall maintain proper and detailed record for the job carried out by their employees and shall also maintain all records and returns as necessary for carrying out the work smoothly and as provided under the Contract Labour Act, Minimum Wages Act, ESI Act, PF Act, etc., as relevant and applicable from time to time.

2.7 The Contractor shall be solely responsible to comply with all legal and statutory requirements that arise out of this tender agreement and in respect of the employees engaged by the Contractor in fulfillment of the contractual obligations stated herein. An indicative list of these statutory obligations is at Annexure "F". It is understood and agreed that the Contractor will provide decent uniforms, badges/ID cards with photos and safety equipment and shoes to their employees. It is Contractor's responsibility to have them periodically checked medically so as to ensure that medically fit staff only is deployed for the work.

2.8 a) The Contract employees' should be covered under all statutory requirements like ESI, PF, etc. by the Contractor and the Contractor shall comply with all the formalities in this regard. Copy of challan and Schedule of Contract Employees for payment of ESI/PF/ELI, etc. will be enclosed with all (whether running/monthly or final) bills.

b) The Contractor shall pay Salary and other Allowances/Benefits and such salary shall be well above minimum wages.

c) The Institute will have the right to inspect/call for books/registers, documents in relation to all matters referred to, in this tender or agreed later on. The Institute will also have all rights to make recoveries from the compensation, if any that any statutory agency imposes upon the Institute due to the Contractor's non-compliance with statutory obligations.

d) The contractor shall maintain a muster roll, wages register of all men employed by them and all other documents and submit it to the Institute on the 1st of every month for the previous month or as necessary for inspection. The Contractor shall provide all facilities for inspection/books/personnel on demand by inStem or any Statutory Authority.

e) The contractor should provide PF A/c number, ESI Card and Photo Identity Card to the contract employees posted at inStem. This should be done immediately but not later than one month from the date of signing joint agreement.

2.9 It is clearly understood and agreed upon that neither the Contractor nor Contract employees shall have any claim on employment with Institute at any point of time and this arrangement is purely between the Contractor and the Institute for specific services for the period specified.

2.10 The successful Contractor shall indemnify/deemed to have indemnified the Institute for all claims/losses arising out of this tender. The Contractor is deemed to have indemnified the Institute against any claim by any authority once the work order is awarded. In the event the Institute has to pay



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any individual, statutory body or any agency for reasons directly or indirectly attributable to this tender, the Contractor only shall pay such claim/damages and even if the Institute is called upon to pay, such damages/penalties and or cost shall be recovered from the contractor's dues/amount payable or shall be paid by the Contractor on a demand from inStem.

The successful bidder shall execute an irrevocable indemnity bond in an appropriate stamp paper in favor of inStem that they would indemnify and keep inStem indemnified and harmless against any claims, losses, expenses which inStem may suffer or incur as a result of breach of contract. The contractor shall further agree that the indemnity herein contained shall remain in full force and effect during the pendency of the contract and that it shall continue to be enforceable till all dues under or by virtue of the said contract have been fully paid and all claims are discharged or till inStem is satisfied that the terms and conditions of the joint agreement have been fully and properly carried out by the contractor. The contractor also should undertake not to revoke this indemnity during its currency save with inStem previous consent in writing.

2.11 The Contractor shall follow all rules as may be existing or may be framed from time to time at inStem on all aspects covering this tender. Material movement, entry/exit of personnel, identity card, safety, etc. shall be according to procedures existing in inStem as amended from time to time.

3. Tenure & Termination

3.1 The contract with the Institute will be initially awarded for a period of 12 months and if the services are found to be satisfactory, the Institute reserves the right to extend the contract for a further period of 12 months on the same terms and conditions.

3.2 Except as provided in Clause 3.6 below, the Contract could 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 shall be forfeited.

Any other costs and or damages 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.

3.3 In the case of failure to complete the contract in terms of such contracts within the contract period specified in the tender and incorporated in the contract and if such work is got done by the Institute from any party at a higher rate the Contractor shall be liable to pay the Institute the difference between existing rate and the rate of the new Contract.

3.4 Risk Clause: Notwithstanding the other terms herein, 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 in the opinion of the Institute within the time stipulated or if the same performance is not available, the best and the nearest available substitute thereof as deemed so by the Institute. The contractor shall be liable for any loss which the Institute may sustain by reason of such risk contract in addition to penalty.

3.5 Insolvency and breach of contract: The Institute may, at any time, by notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events, i.e. to say:

a. If the Contractor being an individual or a firm any partner in the contractor's firm shall be adjudged insolvent or shall have a receiving order to order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency act for the time being in



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force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment, or if the firm be dissolved under the Partnership Act, or

b. If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or receiver or manager on behalf of the debenture holders shall be appointed or circumstance shall have arisen which entitle the court or debenture holders to appoint a receiver or manager, or

c. If the contractor commits any breach of contract not herein specifically provided always that such determination shall not prejudice any right of action or remedy which shall have then accrued or shall accrue thereafter to the Institute for any extra expenditure he is thereby put to but shall not be entitled to any gain on re-tender.

d. In the event of inadequate or unsatisfactory performance of duties by the Contractor, the Institute shall have the right to bring to the notice of the Contractor the default (s) on their part and the Contractor shall ensure that the said default (s) is /are not repeated and /or are duly remedied, within a period of three days from the receipt of the said notice. Failing such remedial action, or in the event of the said default (s)'s being inadequately corrected, the Institute shall have the right to immediately terminate the agreement.

3.6 Notwithstanding any other clause herein, if there is any act of omission by the Contractor or the Contract employees which jeopardizes the safety/security of the Institute including, but not limited to:

- a) Theft or pilferage of property of inStem
- b) Fire, flooding, breakage or damage
- c) Violence or physical attack on the Campus
- d) Any act or incident which may prove detrimental to the interests of inStem -
the contract would be terminated without any notice. Further, the Contractor would be levied penalties, as appropriate as deemed by inStem. The decision of the Institute Director shall be final in such matters.

4. **Payment Terms:**

4.1 The Contractor shall submit bills after completion of every calendar month and normally payment will be released within 15 working days from the date of submission of bill if the bill is complete and correct in all respects. The monthly bills submitted by the Contractor shall only be for actual salary and other benefits paid by the Contractor for the number of employees deployed as per contract with inStem.

If there is a shortage of employees of not less than 90% per shift of duty, as contracted, which has been adjusted by paying overtime by the contractor then the overall monthly claim bill submitted by the contractor shall not exceed the monthly total contract amount agreed upon between inStem and the contractor. Claiming salary of employees not appointed/absent is an offence and if noticed, the contractor shall refund the entire salary along with such penalties including a penal interest to inStem. If after receipt of payment, the Contractor has been unable to pay his workers/employees or pass on other benefits like washing allowance, ESI, PF, etc., and as soon as this fact becomes known to him, the Contractor shall immediately refund all such amounts to inStem with a covering letter explaining the reasons for such refund. The contractor shall make a certification on each bill to this effect.

4.1.1 Contractor's monthly claim/bill shall include Proof of PF, ESI, ELI paid Challans,

4.1.2 **Bonus :** Bonus shall be payable by the contractor to his contract employees once in a year before



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Dussehra/Diwali or when a contract employee's service is discontinued. The amount of bonus payable is 8.33% subject to maximum of **Rs.7,000.00** per annum (the ceiling for calculation purpose from the salary or Wage of **Rs 7,000.00** per month or the minimum wage for the scheduled employment, as fixed by the appropriate Government, whichever is higher.) as per Section 12 of Bonus Act. The eligibility limit for payment of Bonus from the Salary or Wage of Rs.21,000/- per month as per Section 2 (13) of Bonus Act, 1965.

4.2 The monthly/running bill of the Contractor will become payable after the end of each month on submission of a bill with all details, data and certification by the Contractor, and on due certification by the Officer-in-Charge about the satisfactory services against the claim, the Contractors payment will be released only after the contractor disburses the salary to the contract employees as per Clause No. 4.5 every month.

4.3 The Officer-in-Charge/Accounts Officer is authorized to deduct any amount as determined by the Institute Director from the amounts due to the Contractor for any deficiency in services, provided by the Contractor.

4.4 Payment of Contractor's bill shall normally be made within 15 working 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.

4.5 Payments by the Contractor to the contract employees shall be disbursed on or before 7th of the succeeding month in the presence of the Accounts Officer and / or any other authorized officer of inStem. If 7th happens to be a holiday, payments shall be made the previous working day. The Contractor shall notify all his employees /workers about the monthly payment date in their appointment order, and follow this schedule strictly, whether the Institute has paid the Contractor's bill or not. The payment of salary and all other benefits such as bonus and over time to the contract employees shall be disbursed in the presence of Accounts Officer and / or any authorized officer of inStem.

4.6 No claims will be entertained in respect of any discrepancy or defect or short claim if such demand is not made within 90 days of payment of the final bill.

4.7 **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 shall be recovered in the first 4 months' running bill. Alternatively, a Bank Guarantee from a Nationalized / Scheduled Bank for the equivalent value may be furnished for the period of agreement with 3 months grace period. The security deposit is refundable after expiry of the agreement subject, to (a) any claims on the Contractor, (b) after the Contractor certifies and confirms by submitting proof wherever possible as desired by Accounts Officer that the Contractor has paid bonus, all premium as PF/ESI, (c) that the contractor has submitted a statement to each of the employees who had worked under him, the moneys deposited as premium on ESI, Insurance, etc. The Institute reserves the right to deduct from the security deposit any amount for damages/deficiencies in service by the Contractor or to meet any statutory deficiencies. The security deposit does not carry any interest. The Institute shall have the absolute right to deduct from the security deposit and/or any amount payable to the Contractor and any damages as may be determined by the Institute Director, whose decision shall be final on account of any act or omission in the Contract, by the Contractor.



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4.8 It is important for the Contractor to note that the rate quoted shall be inclusive of all taxes and duties/escalation and shall remain valid for the period of the agreement, i.e. 2 years from the date of Work Order. Any increase or decrease in the rates shall be only in respect of Statutory duties / levies and such claim /s shall be valid only with adequate documentary evidence. Any decrease in the duties/levies during the period of agreement, shall entail corresponding reduction in the contract amount. If no details or break-up of taxes, duties/levies, etc. are indicated, it will be assumed that the quote submitted is inclusive of all taxes/levies/duties, etc.

5. The Contractor shall pay any claim made by the Institute of any deficiency (both tangible and intangible) in service. Such amount may also be deducted from bills payable to the Contractor. It may be noted that the Institute shall have the right to forfeit the Security Deposit in full or part for any due/damages caused by the Contractor. If the Security Deposit or outstanding bills of the Contractor is found inadequate, then such monetary recoveries shall be effected from any amount payable to the Contractor against this or any other contract until the dues of the Institute are fully settled. If the claim of the Institute could not be met in this manner, the Contractor shall pay up all such claims if a demand is made by inStem.

6. Suggestions Register:

6.1 The Contractor will maintain a complaints/suggestions register prominently displayed and take immediate action on every complaint in consultation with the Officer-in-Charge. This register will be open to any authorized person of the Institute for inspection and supervision at all times.

7. Safety, Security and Insurance

7.1 The Contractor shall follow all security rules of the Institute and instructions received from time to time regarding issue of identity cards, all material movements (incoming and outgoing).

7.2 During the pendency of the agreement, the contractor shall be liable fully to compensate all concerned for any loss, damage of construction of works, construction, plant and machinery, person, property, etc. including third party risks arising due to causes attributable to the agreement. The decision of the Institute Director shall be final and will be binding on both parties.

7.3 The contractor shall take Employees Liability Insurance of prescribed value for their employees. It must adequately cover all employees/workers under Workmen Compensation Act, 1928 as amended from time to time. Before starting the work, the Contractor shall produce the original insurance policy and the license of the workers where applicable to the Institute.

8. Miscellaneous

8.1 The work mentioned in the schedule is not exhaustive; but only indicative. The Institute reserves the right to increase or decrease the quantum of work. The contractor shall execute the work on the same terms and conditions and rates throughout the period of the contract.

8.2 The contractor shall meet the designated Officer-in-Charge of the Institute everyday to receive the details of issues/complaints to be attended and after attending to these complaints, a report on the same has to be submitted to the concerned Officer-in-Charge.

9. Dispute and Resolution

9.1 Any dispute or differences that may arise between the parties shall be referred for sole arbitration to the Institute Director or his nominee. The decision of the Arbitrator shall be final and binding on the parties. The venue for arbitration shall be Bangalore. 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.



10. **Primacy of Documents**

The tender documents, subsequent communication exchanged and the work order as well as all annexures shall be part and parcel of this agreement. If there is any discrepancy between the above documents clauses in the following documents will apply with primacy for communications issued after the work order, any pre-order correspondence as accepted jointly, followed by work order, tender documents and annexures thereof, i.e. tender documents and annexures have least primacy, if any clause or detail there has been superseded by communication after the opening of bids if jointly accepted, work order or subsequent communication to the Contractor.

11. **Amendments to Work order/agreement**

Any amendment to the Work order/agreement shall be valid only if both parties have agreed to such amendment(s) in writing duly authenticated by authorized representatives of both parties.

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


Sr. Administrative Officer (Purchase)

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INFORMATION TO TENDERERS

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

- 1. Technical Bid**
- 2. Financial Bid**

Technical Evaluation shall comprise of

I. Mandatory requirements.

II. Technical Evaluation criteria with marks.

All the mandatory requirements have to be fulfilled by the Bidder to go to the next stage of Technical Evaluation criteria with marks. The Bidders who are not meeting the mandatory requirements, their offer will be summarily rejected.

I. Mandatory requirements: -

1. Company Profile and Organization Structure.
2. The Bidders should attend Pre bid meeting.
3. Solvency Certificate for Rs.23 Lakhs issued by the bank valid within one year.
4. Copy of Valid Establishment Registration Certificate of the Firm
5. Copy of PAN.
6. Copy of Valid Labour License issued by the Labour Commissioner (Central / State) for existing similar type of works.
7. Copy of valid ESI, PF and GST Registration done at Bangalore Region.
8. EMD/Valid NSIC or MSME Certificate.
9. Provided CAR Policy, All Risk Policy, Employees Liability Insurance, etc. in any of your contracts.
10. The entire tender document duly countersigned (as a token of acceptance of all terms and conditions indicated in the documents).

II. TECHNICAL EVALUATION CRITERIA WITH MARKS

Sl No.	Technical Requirement	Max Marks
1.	The bidders are required to visit inStem site before submitting their response	10
2.	3 years' experience in providing similar type work (Laboratory maintenance services) in a large Scientific Research Institution/Organization and list of works executed and in hand. (pl. enclose documentary evidence)	20
3.	Copy of the Work Order for similar nature of work worth Rs.46 Lakh p.a or more in an establishment or 2 Orders worth Rs.29 Lakh each or more p.a in one or two different establishments or of Rs.23 Lakh in one, two or three different establishments during the last two separate financial years (2021 -2022 and 2022-2023).	30
4.	Performance Certificate from the existing clients for similar work (issued August 2023 onwards) (documentary proof to be enclosed)	20
5.	Audited Financial Statement of last 3 years (Balance Sheet and P & L A/C)	10
6.	The staff employed through the contract must have experience in operations of autoclaves, gas cylinders, distillation apparatus, media preparation, fumigation process, handling of laboratory wastes, knowledge in good laboratory practice and basic laboratory safety rules.	10
	TOTAL	100

Please submit documentary evidence, failing which marks will not be allotted.

The proposals shall be evaluated in two stages: (1) Technical and (2) Price/Financial.

A minimum qualifying mark is set and only those Contractors whose Technical proposals score 75% and above shall be considered for Financial Evaluation. Thereafter, Financial proposal shall be evaluated. The Commercial Lowest Bidder shall be the first preferred Contractor for the award of Work. When there is a situation of more than one Commercial Lowest Bidder at the same rate, then the highest scorer in Technical Bid shall be considered to award the contract.



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CONTRACT FOR LABORATORY MAINTENANCE AND ALLIED SERVICES AT inStem

BENGALURU

DETAILED SCOPE OF WORK:

1. Drosophila Media Preparation, Discard & Distribution

2. Discard of media and washing of tubes, vials, bottles; filling and plugging vials:

You are responsible for the preparation of Drosophila Media for the laboratories. We are preparing 6000 nos of media bottles and 56000 nos of media vials per month. This involves preparation of drosophila media by following protocol provided by the Institute, cleaning of drosophila bottles and vials, autoclaving of the same, pouring media to the bottles/vials, plugging with cotton, and autoclaving of used media, sterilization and distribution to the laboratories. You will be responsible for order registration through the internal system and preparing monthly statement.

3. Collecting used glassware's from the labs decontaminating by autoclaving, washing, rinsing, drying and replacing back to the users:

Laboratory kitchen staff will be responsible for autoclaving of glassware, solutions, tips, tubes and other laboratory materials given by the users as per the autoclaving schedule. All autoclaved materials should be returned to the respective laboratories on the same day and inform users in time. Cleaned glasswares should be distributed to laboratories and facilities in the campus based on their requirement. Cleaned glasswares should be distributed two times in a day. Used glasswares should be collected from the laboratories for cleaning and autoclaving. Equipments shall be provided by the Institute.

4. Preparation of laboratory solvents and water:

Laboratory grade water shall be prepared in the laboratory kitchen with the distillation apparatus provided by the Institute. Regular maintenance of the distillation apparatus will be on your scope, but spares shall be provided by the Institute. Laboratory grade water needs to be distributed to common facilities and all laboratories every day. You are responsible for washing of containers, regular maintenance of distillation apparatus, record keeping and reporting to internal team for regular maintenance etc

5. Tissue culture Services:

Regular maintenance of tissue culture, clean room and specialized rooms are maintained by the Laboratory kitchen with close supervision of laboratory support team. You are responsible for regular washing of glassware, autoclaving of glassware, cleaning of tissue culture room as per the schedule, waste removal, reporting to the users and laboratory support as and when required. Currently we have 20 tissue culture rooms.

6. Collection, washing, drying distribution of lab wares:

Laboratory kitchen staff will be responsible for Collection of lab ware's from the various laboratories / facilities as per the schedule and washing after collection, drying and returning/distributing to the respective users. You are require to follow the schedule as per the instructions of the institute.

7. Autoclave:

Laboratory Kitchen staff will be responsible for running Dry and liquid steam sterilization cycles as per the schedule. Required to preparation and sterilization of labware's and autoclaving media, reagents, water, Lab coats and users equipments like dissection tools, incubators, trays etc., we would like to state that you are required to run 4 cycles in ELC & 4 cycles in SLC per day. Also, required to run the cycles in Sunday and holiday as per the schedule / instructions of Laboratory manger / Supervisor.

8. Laboratory Waste Collection and discard:

Contractor should responsible for laboratory waste collection from laboratories, facilities and common areas in the campus as per the schedule and storing at designated place. An agency has been identified for the waste collection from the campus and safe disposal. Your staff should co-ordinate with external agency and laboratory support team for issuing necessary gate pass three times in a week and external agency for timely removal of laboratory waste from the campus. This includes collection of biohazard waste like used glass, sharps, cotton, sanitary waste, chemical waste and Radiation waste.



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9. Supply and maintenance of lab grade gases in cylinders:

Laboratory grade gas cylinders are procured by Bangalore Life Science cluster and stocked at stores. Your responsibility would be delivery of laboratory grade gas cylinders to laboratories and facilities based on the ticket raised in the helpdesk system, connecting with the instrument, leak test, updating stock with laboratory stock, training users, record keeping, and preparation of monthly statement in support with Laboratory support. You are responsible for the safety of staff working with you in the campus while moving cylinders.

10. Liquid nitrogen collection, filling and maintenance:

Contractor should responsible for collection and filling of Liquid Nitrogen (LN2) in the campus as per the schedule. An agency has been identified for the LN2 collection from the campus and distributing to users as per the requirement. Your staff should co-ordinate with external agency and laboratory support team for collection of LN2. We are having 29 LN2 tanks, laboratory kitchen staff are the responsible for filling and distribution of LN2 to the users.

11. Dry ice collection, distribution and maintenance:

Contractor should responsible for collection and filling of Dry ICE as per the schedule. An agency has been identified for collection of Dry ICE. Your staff should co-ordinate with external agency and distribute to the users based on their requirement.

12. Walk-in liquid nitrogen and dry-ice issue:

Laboratory kitchen staff is/are required to co-ordinate with inStem stores / Students / P.I's / Vendors for filling and maintenance of Liquid Nitrogen and Dry ICE at inStem campus and should be report to Laboratory Supervisor.

13. Cleaning of shared spaces:

Laboratory kitchen staff should visit all common areas, common equipment rooms, cold rooms every day and clean tables, instruments, benches, sinks etc.. and report to the Laboratory support team. Cold room cleaning involves cleaning of surfaces, floor with disinfectant, removal of wastes etc.. Laboratory kitchen staff will assist laboratory manager for the thorough cleaning once in six months. inStem has seven cold rooms.

14. Cleaning and maintenance of the facilities:

Laboratory kitchen staff shall visit common Biosafety Laboratory everyday to take stock of consumables stored in the facility; waste bins etc... and report to Laboratory support. You are responsible for regular cleaning of Biosafety facility, waste removal and autoclaving of the wastes, stock taking of consumables, fumigation etc..

Your staff should supervise housekeeping staff for cleaning radioactive laboratory, Irradiator room as per the schedule. This job will be carried out with close supervision of Laboratory Support staff.

HEPA vacuum cleaner is provided to the laboratory kitchen staff to take up regular cleaning of clean rooms and clean facilities in the campus. This should be carried out based on the instruction from laboratory support and the respective facility in charge. You will be provided with a schedule of cleaning.

15. Coordinating with dhobi for collection, sending, receiving, distribution of lab coats:

Laboratory kitchen staff shall be responsible for collection of lab coats and lab slippers from the laboratories / facilities and issue to dhobi for washing. inStem arranged external vendor for washing for lab coats, your staff should co-ordinate with external agency and laboratory support team for collection and distribution of lab coats. Also required to maintain/entry separate register/log book for inward and outward of lab coats and coordinating with Laboratory support team in processing the Invoice.

16. Fumigation:

Laboratory kitchen staff responsible for fumigating the areas/laboratories as per the requirements of users/facilities with H2O2 fumigation. Fumigation Equipment and chemical will be provide by the inStem. After fumigation, your staff require to wipe the areas.



17. Heavy Lifting:

Your staff should help users in shifting of heavy items to the laboratories and facilities like., poster boards, furniture.. This should carry out while conducting the road shows inside the inStem campus. Also responsible in assisting other technical teams for moving and installation of heavy equipments. Laboratory equipments are delivered to the stores against purchase orders. These equipments are to be transported to the laboratories / common facilities. Your staff should assist end users with the move.

18. Collection of Radioactive shipment from airport:

Your staff should responsible for collecting the Radioactive shipment from nearest airport with the instructions Laboratory support staff. TO & FRO (transportation) will be provided by inStem. After collection, your staff should get inward entry from the security and should place the consignment at the designated spot.

19. Other Non-Regular Activities:

Laboratory kitchen staff should be liaising with other technical teams for maintenance and service of lab kitchen equipment e.g., autoclave repair, trolley repair, fixing of tubing, Co2 pads, aspirators etc.,

Your staff should assist laboratory support office for doing cash purchases as and when required and they should assist in collection of gas cylinders, consumables, medicines etc.. from outside vendors. Transport shall be arranged by the Institute.

If any emergency, your staff should attend the duty after office hours viz., cylinder changing and others. Also require to attend the office over time[OT] at ELC and SLC kitchen based on the instruction of Supervisor.

20. Miscellaneous works:

This involves preparation of agar media for the c-elegans work, washing of plates, autoclaving, sterilization, distribution of prepared media to the laboratories etc...

21. Assisting Scientific Officer / Laboratory Manager:

Bangalore Life Science cluster has various facilities in the campus. These facilities are common facilities and Laboratory support office co-ordinate with respective facility incharge for smooth running of the facilities. Your staff should assist laboratory support office.

One of your staff should assist laboratory Manager for obtaining approval from PIs/Section Head and forwarding files/papers to various sections in the campus on a daily basis.

OTHER INSTRUCTIONS:

1. The Working hour is between 8 am and 8.30pm in three shifts. Most of the staff members will be working in general shifts 9:00am to 5:30pm, two staff from 1:00pm to 8:30pm and one staff member from 8:00am to 4:30pm. inStem /Institute is open on all Sundays and compulsory holidays. Laboratory kitchen shall function from 9:00am to 2:00 pm on Sundays and compulsory holidays with two staff members.
2. The contractor will be responsible for the equipments in the Laboratory kitchen and damage due to misuse, negligence and intentional loss, the equivalent amount will be recovered from the amount payable to you.
3. The contractor should employ staff with knowledge in operation and maintenance of Laboratory Equipments in the Laboratory Kitchen.
4. Monthly report on Personnel working in the lab kitchen shall be submitted to the Officer-in-Charge. Addition or deletion of the staff should be informed to the Security Officer and Officer-in-Charge.
5. The Contractor should make sure that sufficient quantities of materials for running the lab kitchen are kept in stock and ensure that the labs are functioning smoothly.
6. All records pertaining to lab services shall be submitted to the Officer-in-Charge on 1st week of every month.
7. The Contractor should deploy staff with minimum 5 years of experience in operation and maintenance of Laboratory kitchen and similar nature of work
8. The contract employees should be covered under Group insurance.
9. Uniforms (with shoes), ID card should be provided by the Contractor to the employees.



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PROFILE OF EXPERIENCE IN LABORATORY SERVICES

(PLEASE ATTACH ADDITIONAL SHEET, WHEREVER NECESSARY)

ANNEXURE -B

1. Name and status of the Proprietor / Director/ Partner :
2. Qualification :
3. Average age of the work men :
4. Experience in : Government / Public Sector / Research Institute/ Private Institution
 - a. Position held :
 - b. Reasons for leaving :
 - c. Length of service and designation in each post (*attach additional sheet, if necessary*) :
 - d. Do you have experience of running a system similar put to tender. If yes, please give details :
1. a) Do you have a control room which is open round the clock. If yes what is the Name, phone No./Mobile No. & the level of person manning it :
b) In case of a sudden accident, fire or any emergency, what support in terms of resources your organization can provide? :
2. Have you provided CAR Policy, All Risk Policy, Employees Liability Insurance, etc. in any of your contracts? If yes, give details. :
3. If you think you have expertise in the work put to tender, please give a brief write up on that. :
4. Any other information :

- Signature :
Name :
Designation :
Name & Address of the company with Seal :
Date :



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IMPORTANT NOTE FOR THE BIDDER
ANNEXURE – C

1. The employees/workers employed shall be trained and experienced to handle the services as per the Scope of work mentioned in the Annexure 'A'. If such experienced hands are not available, either because the service is extremely specialized and only in-house training is possible, at least a certain percentage of employees/workers shall be experienced/trained who shall be able to impart training/expertise to others.
2. The Contractor shall provide the name and details of his personnel. A list of all the names shall be submitted at the beginning of the contract, along with a copy of each appointment order and whenever there is a change. No personnel will be changed unless inStem has asked for it or without advance approval of inStem.
3. The Contractor shall ensure that no contract employees nor anyone from his side use inStem transport to come to the workspot or return. The Contractor shall use emergency services like medical help and emergency vehicles of inStem in the event of any accident or emergency to his employees, though all responsibility for such accidents and any injury/death and or loss/damage will fully rest with the Contractor.
4. At any point of time, there must be a minimum of 90% attendance in each shift. Any absence or shortage beyond this may be managed by giving over time; shortage or absenteeism less than 90% in shift shall be penalized including termination of the contract. Payment shall however be restricted to actual number of people as physically deployed in each month.
5. The Tenderer must indicate the deviation in Annexure-E, with reasons thereof. The deviations indicated by the tenderer shall be form the tender document issued by inStem. Deviations shall be valid only if it is accepted by inStem and forms part of the joint agreement.
6. The rates quoted shall be valid for 2 years from the date of Work order followed by joint agreement.



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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SCHEDULE OF EXPERIENCE OF LAST THREE YEARS

ANNEXURE – D

Please furnish list of firms/offices where you have undertaken similar jobs (please use additional sheets, if necessary:)

Sl. No.	Name of the Company with full Address	Period		Contract Value (Rs.)	Contact person & phone Nos.
		From	To		
Signature					
Name					
Designation					
Name of the company					
Date					
Seal of the company					



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SCHEDULE OF DEVIATION FROM SPECIFICATIONS/CONDITIONS
ANNEXURE – E

All deviations from the specifications/conditions shall be filled in by the bidder in this schedule.

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The bidder hereby certifies that the above mentioned are the only deviations from Technical Specifications / Commercial terms and conditions of this tender. (State NIL if no deviation is envisaged.)

Signature	
Name	
Designation	
Name of the company	
Date	
Seal of the company	



STATUTORY OBLIGATIONS:
ANNEXURE- F

The selected Contractor will strictly observe and follow the following statutory regulations/acts as well as any new rules/changes as applicable, during the period of this contract. He shall be solely responsible for failure to fulfill these statutory obligations. The successful bidder shall indemnify/is deemed to have indemnified inStem against all such liabilities which are likely to arise out of the Contractor's failure to fulfill such statutory obligations. All documents, registers pertaining to this contract shall be maintained meticulously and shall be provided periodically for inspection. The salient features of the statutory regulations/acts are listed below and it is the responsibility of the selected Contractor that these regulations/acts and their amendments from time to time are strictly adhered to in totality. Even if the Contractor appointed for this contract may be exempt from any or all of the following employee-friendly legislation, it is incumbent on all Contractors to cover all their employees/workmen cover by this tender with these cover/benefits.

1. The Contract Labour (Abolition & Regulation Act, 1970):

The selected Contractor shall obtain and produce license from the Labour Commissioner's office. They will maintain and submit to us for inspection on demand such records as Muster Roll, Payment Register, Advance Register, Fines Register, etc.

2. Payment of Wages Act:

It is necessary that the Contractor's employees are paid their wages payable for one month of working by 7th of the succeeding calendar month. The Contractor will receive payment from the Institute only after he has disbursed in full the wages payable to his employees. The wages shall be distributed in inStem premises and the Accounts Officer or one of the representatives from the Institute will be nominated to witness the disbursement of the wages, and sign the disbursement report.

3. Provident Fund Act:

The selected bidder shall cover their employees under the Provident Fund Scheme. The premia shall be paid as per existing rule partly deducted from their employees and the balance shall be by contribution from the successful bidder as indicated in Annexure B. Proof of such payment shall be submitted (including employee's and employer's contribution) every month as provided under Section 12 of the Act.

4. Employees State Insurance Scheme:

The successful bidder shall cover all their employees under Employees State Insurance Scheme as provided for under the relevant rules and shall remit the premium without default.

5. Minimum Wages Act:

The successful bidder shall pay well above the minimum wages to each of their employees. Such rates shall be the rate implied or agreed between inStem and the Contractor.

6. Workmen's Compensation (ELI):

All employees/workers shall be covered for injury/death under Workmen's Compensation Act 1923 by an Employer's Liability Insurance in the name of the Contractor to cover all employees/workers employed by the Contractor in inStem. ELI premia is of the order of 3% on salary + DA subject to a maximum salary of Rs. 4,000/-.

7. Payment of Bonus Act, 1965:

Bonus shall be paid to all employees who have worked for a minimum of 30 days in the relevant



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accounting year shall be paid bonus. Bonus will be limited to 8.33% of total salary earned in the relevant accounting year. Bonus shall be paid every year one week before Diwali.

8. Karnataka Labour Welfare Fund Act, 1965.

9. General :

Contribution towards PF, ESI & ELI shall be reimbursed to the Contractor only in succeeding months on submission of proof of having paid the premia/subscription. Premia towards ELI shall be paid to the Contractor on a pro-rata basis every month on submission of original policy and receipt. All premia/contribution/subscription collected towards such benefits shall be/shall have been promptly paid towards the purpose for which it is collected. If for any reason this has not been possible, the Contractor shall promptly inform inStem, which will suggest ways and means to put such unpaid amounts to proper use.



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ANNEXURE – G

1. Name of the firm along with Registration No. :
2. PF Registration No. :
ESI Registration No. :
(copies to be enclosed)
3. Registered address of the firm :
4. Status of the firm (tick what is relevant) : (Co-operative, Proprietary, Partnership, Private Ltd.
Public Limited Co., etc.,)

IMPORTANT: The bidders should indicate total per annum value in the GeM Financial bid and submit detailed Financial breakup. The Estimated value of the Bid is per annum.

NOTE: The Contractor shall supply 2 sets of uniform within a month award of Contract and a fresh two sets to be issued if the contract is renewed beyond one year by the 13th month, if renewed for 2nd year.

Signature, Name, Address and
Seal of the proprietor / Managing Partner etc.

Name :

Seal of the Company :

Designation :

Signature :

Date:

