

Ref. No. INS/W-5041/2023-2024(A)

Date: 14-09-2023

## 2 PART TENDER FOR DESIGN OF INSTEM ANNUAL REPORT - (REFER ANNEXURE-A FOR SCOPE OF WORK)

**Last date for submission: 23/09/2023 till 10.00 AM**  
**Tender opening date & time: On 23/09/2023 at 10.30 AM**

### General Terms and Conditions:

#### Important instructions for the Tenderers: -

**Submit the quotation in a TWO COVER SYSTEM-The 1<sup>st</sup> cover shall form the TECHNICAL BID comprising technical details and the 2<sup>nd</sup> cover containing the FINANCIAL BID.**

The bids shall be enclosed in an envelope, and due date sealed duly marked "Tender for \_\_\_\_\_" Ref No: \_\_\_\_\_ The bids should be addressed and to be mailed to "THE HEAD-PURCHASE" The bids are liable to be rejected if the sealed envelope is not addressed to "THE HEAD-PURCHASE" with Tender Ref No and Item Description and due date. The bids delivered in person shall be dropped in Purchase Section. If the bids are sent through courier or mail, it should reach by submission Date and Time and inStem will not be responsible for the delay.

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

1. Tenders are invited under 2 part system from reputed Service Providers for Design of inStem Annual Report.

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

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

1.3 Each page of the tender except the Price & Delivery part shall be on printed letterheads or forms and bear the signature, date, name and designation of the person signing the offer. If they are not on letterheads, a rubber stamp indicating full name, address and phone No., Telex No., Fax No. etc. of the firm shall be affixed at the end of each page.

1.4 Bids containing erasures or alterations are liable to be rejected unless countersigned by the authorized signatory.

1.5 All rates and total amount should be written both in figures and in words and if there is any discrepancy between the two, the lowest amount only will be considered.

1.6 We reserve the right to place order for part/reduced quantity than what is specified in the tender and also reserve the right to split the order to more than one supplier.

1.7 Please return/upload the tender papers including Conditions of Tender as well as the Annexures with your signature, rubber stamp and date affixed on each page.

1.8 All bids in response to this invitation of tender should be submitted in a manner and method specified above. Tender which do not comply with the above conditions are liable to be rejected.

1.9 Late and delayed tenders will not be considered. Therefore, tenderers shall ensure that the tenders are uploaded on or before the due date and time stipulated for receipt of bids.

1.10 Individuals signing the bid form and other supporting documents must specify the capacity in which they sign, like

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

#### 2. CATALOGUE/TECHNICAL LITERATURE

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

#### 3. Micro and Small Enterprises (MSEs):

a. Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME)

b. The MSEs are exempted from payment of earnest money and tender fees subject to furnishing of relevant valid certificate for claiming exemption as per privilege rules of Government of India.



c. The bidder submits registration of Udyog Adhar Memorandum (UAM) by Ministry of Micro Small and Medium Enterprises (MSME) vendors on Central Public Procurement Portal (CPPP). The bidders who fail to submit UAM number shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order 2012 issued by MSME.

#### 4. PRICE

**The Tenders to be quoted in INR. For imported goods, to be quoted in currency of the approved currency from RBI.** The price/s quoted shall be firm till the complete execution of the order. All details relating to price, price breakup, inland transportation, documentation, taxes and duties, levies, Road/AIR/Marine freight charges, delivery terms (ex-works/F.O.R/F.O.B/C.I.F.) mode of payment, mode of Dispatch, 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:

- Ex-works (all other charges to be indicated separately).
- 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.
- 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.
- 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 16<sup>th</sup> September, 2020. Necessary certification for local content must be submitted by the prospective bidders strictly as per Annexure attached with the tender document.
- 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.
- 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.
- 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.
- In pursuant of the clarification vide GOI Notification vide OM bearing No.P-45021/102/2019-PP(BE-II) (E-29930) dated 26.11.2020 issued by Public Procurement Section, Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, GOI that bidders offering imported products will fall under the category of Non-Local Suppliers and they can’t claim themselves as Class – I Local Supplier / Class – II Local Supplier by claiming profit, warehousing, marketing, logistic, freight etc., as Local Value addition.

- vi. In pursuant of the OM bearing No.F.N.6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Div., Department of Expenditure, Ministry of Finance, Govt. of India the manufacturer/supplier are not eligible for participation if they are from such country which shares the land border with India. Offered items manufactured in such countries will not be considered.

As per O.M No. F.No.6/18/2019-PPD, dt.23/07/2020, the following condition to be fulfilled and the bidder to submit the following declaration on their Letter head.

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is Registered with the Competent Authority.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a. An entity incorporated, established or registered in such a country; or
- b. A Subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

6. The taxes (State, Central, Turnover tax, Works Contract Tax, etc.). Please specify which are applicable. The duties and other levies, freight, insurance shall be stated clearly and separately. Also please mention whether the same is included in the price/s quoted.

7. VALIDITY OF BIDS

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

8. DELIVERY

The tenderer should clearly mention the time required for completing the services. The period of delivery will be counted from the date of receipt of the confirmed order.. Please indicate extra charges, if any.

9. PLACE OF DELIVERY

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

10. 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.

11. PAYMENT TERMS

The payment shall be made within one month from the date of submission of invoice.

12. 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.

13. 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.

14. 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).

15. The Price shall be for inStem Stores.

16. 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.

17. 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.

18. 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.

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

20. 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.

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

**22. FORCE MAJEURE CLAUSE:**

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

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

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

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

b) There may be a Force Majeure situation affecting the institute only, under which the institute shall have equal rights to claim relief under such Force Majeure situations.

23. 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.

24. 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



**Annexure-A**

**Ref No: INS/L-5041/2023-2024(A)**

**Date: 14-09-2023**

**Scope of work for Design of inStem Annual Report.**

**Summary**

The Institute for Stem Cell Science and Regenerative Medicine (inStem), located in Bangalore, is an autonomous institute funded by the Dept of Biotechnology, Govt. of India. inStem is a state-of-the-art research institute dedicated to the study of stem cell and regenerative biology. inStem's mandate is to allow cross-disciplinary, multi-pronged approach to research, straddles the divide between clinical and laboratory research in stem cell biology. In trying to answer intractable and challenging questions that face the field, inStem seeks to rewrite the paradigm of the research institute: without barriers and across disciplines. inStem is also part of the Bangalore Bio-Cluster, which collaborates to together fundamental research, translational studies, and technology development.

Website: [www.inStem.res.in](http://www.inStem.res.in)

inStem is looking for proposals by established designers for its 2022- 2023 inStem Annual Report. The report will highlight its scientific achievements in the years 2022- 2023 and provide an overview of the Centre, with profiles of its faculty and various themes.

**SECTION 1: TECHNICAL REQUIREMENTS SPECIFICATION**

**Background Information**

The Institute for Stem Cell Science and Regenerative Medicine (inStem) seeks to appoint a reputable service provider with a strong track record, to design, edit and manage the annual report.

The deadline is extremely tight, as the successful service provider will have to generate a copy, edit, design and secure approvals on both edited copy and design. The design, layout and pictorial illustrations must be aligned with the expectations of the management as institute has set the bar high as is evident from the past reports. Please visit <https://instem.res.in/annual-report> to view the report archives.

This report is required to be submitted to the Ministry and is also intended to provide information to prospective students, researchers and institutes who would be interested to study or jointly work with inStem. The report will be designed for a **bilingual** print (English and Hindi versions). Text for the Hindi version of the report will be provided.

**Scope of Work**

The following sections describe the Services in greater detail and identify the respective responsibilities of the vendor and inStem and mutual responsibilities necessary for completion of the Services in the timeframe.

Following guidelines have been outlined for this year's report:

- The publication would be approximately about 90-100 pages of content which includes 4 pages for the Cover.
- This would include scientific write-ups and research reports from Scientists.
- Single page notes from the Director, Administration Departments and other Content
- Accounts need to be incorporated in the design
- Generate an online PDF version of the report that can be hosted on inStem and other website.

## Services Required

**English Report (Approximate No. of pages without accounts 80 pages – Approximate No. of pages with accounts – 100 pages)**

- The scope of work includes designing the report, laying out the text and images and art-working the same.
- Art work will include Cover design, Scientific Report template, additional templates/layouts for Administrative write-ups and other sections that will contain information in the form of lists, 10 Graphics specially created for sections of the report (includes one layout of the campus). Art work to be created in InDesign. Campus layout to be created using Architectural Planning Software.
- Setting pages of accounts sheets for stage 2 of printing stage, as given by the client without any errors.
- Editing and proof-reading of the content to ensure consistency of language style and appropriate use of language.
- Galley Proof Stage – The Report will go through a rigorous review stage from the institute and at this point various changes based on errors or minor revisions will be expected.
- Suggesting size of the paper for the report, weight and variety of paper to be used for print and
- Print supervision for all versions of Prints.
- Interaction with the identified staff of inStem during the design and printing of the annual report.

## Hindi Version with accounts

- The scope of work includes designing the report, laying out the text and images and art-work for the same as designed for the English Reports to fit Hindi Script along with Hindi translated accounts.
- Editing and proof reading of the accounts sheets to fit as given by the client without any errors from the design team (*we do not expect proof reading for the Hindi version*).

Design-publishing software, Adobe Photoshop and Adobe Illustrator (expertise in all 3 is essential). *The designer must use legally licensed versions of all software.*

## Design and Typesetting

- Design and typesetting will be done on edited and approved text, with alternative designs to be forwarded to inStem Committee.

## Content

inStem will provide

- All Content (English and Hindi versions text)
- Accounts Spreadsheets in Excel / Signed Copies in PDF
- Photographs including fillers
- Logos

## Designer's Qualifications -

Head Designer should be established with proven credibility for already designing annual and other reports for reputed research organizations/institutions. The bidders are required to attach at least 3-4 copies of their previous similar work.

## Report Progress, Completion & Delivery schedule:

- Stages for development for the report will be defined at the preliminary meeting with the chosen vendor.
- Project review meetings will be conducted at a mutually agreed upon time and location to discuss the project status, issues, new requirements and overall project satisfaction.
- Collaborate to adjust project schedules and re-deploy resources in an expeditious manner in the event of schedule delays that are beyond the control of either party.
- Meet at the conclusion of this project to bring to closure the project and capture, discuss and resolve any project issues that may have arisen.

## Local Production and Content

The Design of the Report will require frequent communication between the chosen vendor and the institute representative. This shall include presentations or meetings at various milestones. Local travel to the institute will not be reimbursed. Hence the bid is set for a local vendor from **Bangalore**, as the institute will not consider remuneration of TA and TDA.



**Milestones:**

	Milestone	Description of Work
1	Creative Brief	Signed off creative brief outlining the communication mandate of the Report
2	Design Finalization	Presentation of Design concepts and finalization of design and page layouts
3	Content collection	Content will be collected by inStem from various Scientists and departments for the report
4	Galley proof Stage	Galleys will be distributed for internal review
5	Draft version English	Printed copy ready
6	English and Hindi version of the report with Accounts information	Content set in design and ready for print

**SECTION 2: TECHNICAL EVALUATION CRITERIA**

Evaluation will be carried out and those vendors who score a minimum of 75% and above will qualify for price bid opening. Thereafter Financial proposal shall be evaluated. The commercially **LOWEST BIDDER** shall be the first preferred vendor for the award of the order.

<b>Experience</b>	The bidder must demonstrate at least 5+ years of experience in design, layout, editing, proofreading for a leading Scientific Institute's Annual Report.	<b>20%</b>
<b>Work Plan</b>	A project management plan for the document with defined timeline.	<b>20%</b>
<b>Team</b>	No. of members which includes a head designer and a professional team consisting of graphic designers (with knowledge of InDesign, Adobe Illustrator and Adobe Photoshop). Please provide C.Vs of members along with contact details.	<b>10%</b>
<b>References</b>	3 references (includes at least 1 from a research institute)	<b>10%</b>
<b>Portfolio</b>	A detailed digital portfolio with links to previous Scientific annual report examples	<b>30%</b>
<b>Local Head Office</b>	Address to prove the firm/team is Bangalore based.	<b>10%</b>

**Preparation of Bid Response**

- All the documentation submitted in response to this bid must be in English.
- The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the bid document.
- A letter of intent outlining why your firm/team should be chosen.
- A project management plan for the document with defined timeline.
- Digital portfolio with relevant examples of brochure, annual reports and customized graphic presentations and the sample design report.
- A list of all references (minimum of 3) must be included in the bid response.
- An estimate for the document design, proof reading, print supervision, dummy prints and any other expenses.

**Digital version and hard copies of Portfolios (optional) should be sent along with other information on Section 2 to be sent to:**

Name: **Dr. Tina Mukherjee**

Telephone Number: +91 80 61948134

Email address: tinam@instem.res.in

**Institute for Stem Cell Science and Regenerative Medicine**

**GKVK – Post, Bellary Road,**

**Bangalore 560065, India.**



स्टेम कोशिका विज्ञान एवं पुनर्योजी औषधि संस्थान (डीबीटी-इनस्टेम)

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



### Undertaking by the Bidder

- The bidder shall prepare for a possible presentation should inStem require such and the bidder shall be notified in good time before the actual presentation date. Such presentation may include a practical demonstration of products or services as called for in this tender.
- The bidder hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this agreement as the Principal(s) liable for the due fulfilment of this contract.

### DECLARATION

Having examined the tender documents, we/I have understood the terms & conditions indicated and hereby confirm our acceptance of the same.

Place :

Signature of Tenderer:

Date :

Name & Address:

Telephone Nos.

Office:

Email:

GKVK, Bellary Road, Bangalore 560 065. India

Phone +91-80-61948096/97/98

email: [purchase@instem.res.in](mailto:purchase@instem.res.in), [www.instem.res.in](http://www.instem.res.in)