

मूल कोशिका शिज्ञान एि पुनर्योजी औषशि संस्थान (डीबीटी-इन स्टेम)

जैि प्रौद्योशिकी शिभाि, शिज्ञान एि प्रौद्योशिकी मंत्रालय, भारत सरकार के औिन एक स्वार्थत 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: INS/W-5070/2023-2024 (M)

Tender Notice No.015/2023-2024

TENDER FOR SERVICE CONTRACT FOR MANAGING FRONT OFFICE AND ALLIED SERVICES

This tender document contains 22 pages (Page 1 to 19, Cover – I Techno-Commercial Bid)

(Page 20 to 22, Cover – II Price Bid)

Cost of Tender: Rs.14.40 Lakhs

Earnest Money Deposit: Rs.28,800/-

Last date for submission: 29/01/2024 till 1400 hrs

Tender opening date & time: 29/01/2024 at 1430 hrs

The Technical and Financial / Price Bids shall be submitted simultaneously in 2 (Two) cover system in GeM from Registered and Licensed Contractors of repute for Service Contract for managing Front Office and Allied Services at Institute for Stem Cell Science and Regenerative Medicine, Bangalore – 560065.

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.

Important: Please read carefully instruction for the Tenderer and Scope of Work. The prospective Contractors should note that high quality of service and professional approach is the essence of this contract.

A) Contractor should have minimum 1 – 3 years experience in providing Front Office Management and Allied Services to the Government / Semi Government Institutions or big organizations for above said nature of jobs especially managing Front Office & Transport Management.

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. Firm should be registered / licensed manpower supplier firm with Labour department of any State Govt. / Central Govt. for the supply of skilled, semi-skilled and unskilled manpower.

D) Should have an independent GST registration.

E) Should have valid independent ESIC Code and EPF Code.

F) Security Considerations: The persons deployed by the agency should NOT have any adverse police records/ criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are deploying. A Certificate to this effect is to be furnished by the Front Office Management and Allied Services service provider to whom the Contract shall be awarded.

G) Having regard to the scope of work, qualification, training and experience that are required for the job, the Contractor should offer such emoluments and benefits to the people to be employed by him which take into account: a) The Qualification, Training and Experience of the deployed personnel.

b) Annual increase in Salary on account of revision of Basic Wages + V.D.A.

c) Emoluments which are well above the minimum wages as prescribed under the Minimum Wages Act.

H) The technical bid shall also contain the following documents

(i) Company profile including previous experience of manpower deployment to government Departments, Multi - National companies, etc. Please attach copies of Work Orders, Completion Certificate, etc.

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

(iii) Demand Draft /Bank Guarantee in lieu for Earnest Money Deposit

(iv) **Solvency Certificate issued by your banker should be on or after April 2023.**

(v) Deployment pattern of Management Personnel.

(vi) The Firm must fill all the conditions required under CONTRACT LABOUR REGULATION & ABOLITION ACT 1971.

II. The 'Price Bid' should contain **Annexure G** rates which is to be quoted on monthly basis for normal duty of 8 hrs per day per person.

The Technical bids shall be evaluated subsequently and only the price bids of technically qualified firms will be opened.

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.

The following conditions of Tender and Scope of Work shall be considered as “Essential Experience”.

1. The Agency should be able to provide suitable deployment plan for management of the Front Office & Allied Services desk.
2. The Personnel deployed should have a pleasing personality, good communication skills and effective tackling skill of Front Office Management issues including Transport Management and Allied Services for round the clock services.
3. Training and Experience in Front Office management and use of computers and modern office communication equipment.
4. Conversant with the process for efficient, effective and economical allocation of Vehicles and Transport management.
5. Personnel with Experience as mentioned in scope of work in similar work with PSUs/ Autonomous Institutes / Organization of repute will be essential. THEY should also have experience of handling all sort of transport issues like allocation of vehicles for pickup and drop / deployment of vehicles according to the requirements / usage of GPRS / Billing System / Liaison with Transport Agencies / Familiarity with destinations across Bangalore and other major cities.

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.**
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. Bids containing erasures or alterations will not be considered, unless countersigned by the authorized signatory.
5. 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.
6. Bids which do not comply with the above conditions are liable to be rejected.
7. inStem 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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8. The inStem 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.
9. 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.
12. 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 and Registration Certificate issued by competent authority
 2. Organization Structure
 3. List of works on hand/carried out during the last 5 years
 4. Performance Certificate from the existing client(s)
 5. ESI & PF Registration Certificate.
 6. Annexures B,D,E and H duly filled in
 7. The entire tender document duly countersigned (as a token of acceptance of all terms and conditions indicated in the documents)
 8. Earnest Money Deposit
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 F 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.

DEFINITIONS OF TERMS

1. 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 inStem and the successful contractor(s) including any other documents agreed between the parties or implied to form part of the contract.
1. **Scope of contract**
 - 1.1 The following annexures are part of the tender documents under reference:
 - a) Annexure – A – Scope of work
 - b) Annexure – B – Profile of experience in Front Office Management and Allied Services
 - c) Annexure – C – Important note for the bidder
 - d) Annexure – D – Schedule of Experience of last 2 years
 - e) Annexure – E – Schedule of Deviations from specifications / conditions
 - f) Annexure – F – Statutory obligations
 - g) Annexure –G – COVER II – PRICE BID

The Tenderer shall fill in Annexures B, D, E 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 "B".

- 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 / 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 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 a reduction from the compensation payable as decided by the inStem. 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. Security Considerations: The persons deployed by agency should NOT have any adverse police records / criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are deploying. The successful bidder to whom the work is awarded shall have to submit an undertaking in writing to this effect.

2.2 It is normally understood and agreed between both parties that the inStem 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 a daily basis with Officer- in-Charge regarding delivering the specified service.

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 inStem'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 records 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.

2.6 The Contractor shall be solely responsible for complying 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

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equipment and shoes to their employees. It is the Contractor's responsibility to have them periodically checked medically to ensure that medically fit staff only are deployed for the work.

2.6 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 as indicated by the Contractor in their tender and accepted by inStem. In order to ensure high quality of service and having regard to the scope of work and the appropriate level of expertise (i.e., qualification, experience) required for the job, the Contractor should pay such salary / wages which are higher than the statutory wages as prescribed by the Minimum Wages Act, so that quality of service is assured.

c) If the rates quoted by the Contractor and accepted by the inStem includes bonus, charges for over time, uniform, staff, food, applicable wage increase, miscellaneous, etc., details of what is provided, its cost, etc. shall be furnished periodically. The proof for uniform cost, bonus and applicable wage increase, details of what is provided shall be furnished once in a year or before expiry of the contract, whichever is earlier. If proof of payment of all benefits like charges for over time, staff food, miscellaneous, etc., are not furnished once in 3 months and once in a year for uniform cost, bonus, applicable wage increase, the inStem reserves the right to withhold/recover such portion of the salary/benefits. However, the proof for payment of PF and ESI and name of such employees whom the PF & ESI has been paid shall be submitted along with each running/monthly bill.

d) The inStem 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 inStem will also have all rights to make recoveries from the compensation, if any that any statutory agency imposes upon the inStem due to the Contractor's non-compliance with statutory obligations. A list of these as applicable at present is set out in Annexure 'F' attached. All payments in respect of ESI, PF, ELI, etc. shall be reimbursed by the inStem along with the monthly bills for the respective months only on submission of proof of payment and Schedule of Employees covered.

e) The contractor shall maintain a muster roll, wages register of all men employed by them and all other documents and submit it to the inStem 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.

f) 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. The Contractor should ensure that the contract employees display this card prominently.

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

2.10 The successful Contractor shall indemnify/deemed to have indemnified the inStem for all claims/losses arising out of this tender. The Contractor is deemed to have indemnified the inStem against any claim by any authority once the work order is awarded. In the event the inStem has to pay 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 inStem is called upon to pay, such damages/penalties & 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's previous consent in writing.

2.10 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 inStem will be awarded for a period of 12 months.

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 inStem 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 case of failure on the part of the Contractor to complete the contract as per the terms of Contract within the specified contract period and if such work is got done by the inStem from any party at a higher rate the Contractor shall be liable to pay the inStem the difference between existing rate and the rate of the new Contract.

3.4 Risk Clause: Notwithstanding the other terms herein, the inStem 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 inStem 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 inStem. The contractor shall be liable for any loss which the inStem may sustain by reason of such risk contract in addition to penalty.

3.5 Insolvency and breach of contract: The inStem 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 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 inStem 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 inStem 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 inStem shall have the right to immediately terminate the agreement.

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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 inStem 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 inStem 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.

Payment in respect of ESI, PF and other statutory payments shall be paid / reimbursed by the inStem only on submission of proof of payment and Schedule of Employees covered for such benefits.

4.1.1 Contractor's monthly claim/bill shall contain the following 9 elements only:

- a. Basic + VDA (if any)
- b. PF
- c. ESI
- d. ELI
- e. Uniform
- f. Washing Charges
- g. Supervision and Administration Expenditure
- h. Contractor's margin
- i. Taxes

PF, ESI and ELI will be reimbursed to the contractor only on production of registration No. / ESI card/payment of ELI premium.

The Pradhan Mantri Rojgar Protsahan Yojana (PMRPY) was launched on 9th August, 2016 with the objective to incentivise employers for creation of new employment. Under the scheme, Government of India is paying Employer's full contribution i.e., 12% towards EPF and EPS both (as admissible from time to time) w.e.f 01/04/2018 for a period of three years to the new employees and to the existing beneficiaries for their remaining period of three years through EPFO. The terminal date for registration of beneficiary through an establishment is 31st March 2019. The scheme is targeted for new employees earning upto Rs.15,000/- per month only.

4.1.2 Leave Salary and Bonus: The leave salary and bonus shall be claimed by the contractor as and when these are paid by the Contractor to its employees and the same will be reimbursed by the inStem on submission of proof for having paid.

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Leave salary is payable only if substitute is appointed in place of contract employee on leave subject to the condition that the contractor maintains 90% attendance per shift of duty.

4.1.3 **Uniform and washing charges:** The uniform and washing charges will become payable only after the uniforms are provided by the contractor to his employees. Uniform charges will however be reimbursed on a pro rata basis along with monthly bill and the first bill should include arrears, if any. Washing charges are paid from the month the uniforms are supplied to the contract employees by the contractor. However, if during pendency of the contract, it is observed that appropriate uniform have not been issued by the contractor to its employees, for which reimbursement has been claimed by the contractor, then the inStem reserves the right to recover the amount paid towards supply of uniform and washing charges from the subsequent monthly bill of the Contractor.

4.1.4 **Bonus:** Bonus shall be payable by the contractor to his contract employees once in a year before 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 inStem 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, payment shall be made on 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 inStem 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.

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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 inStem 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 inStem 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 inStem Director, whose decision shall be final on account of any act or omission in the Contract, by the Contractor.

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. for the period as prescribed in the contract from the date of Work Order and further extendable for a period of one year based on mutual consent and satisfactory performance. 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 breakups 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 inStem 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 inStem 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 inStem are fully settled. If the claim of the inStem 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 inStem for inspection and supervision at all times.

7. Safety, Security and Insurance

7.1 The Contractor shall follow all security rules of the inStem 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 inStem 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 inStem.

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8. Miscellaneous

8.1 The work mentioned in the schedule is not exhaustive, but only indicative. The inStem 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 inStem 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 inStem 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. Admin Officer-Purchase

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TENDER SPECIFICATIONS- ANNEXURE – A - SCOPE OF WORK

It is important that the prospective bidders visit inStem before submitting the bids. Further, the prospective bidders may please note that inStem reserves the right to modify the scope of work (i.e., increase or decrease) depending upon the exigencies.

Firm should have of at least 1-3 years of experience providing front office related work to the Government / Semi government Institutions or big organizations for following nature of jobs specially managing front office & Transport. The Firm should be able to get the work done on day to day requirements. This work demands High skilled knowledge in the relevant field as it involves interaction with expats and higher authority delegates.

Qualification & Experience For Highly Skilled Work: Preferably Graduates with 5 years of experience or HSC with 15 years of experience with pleasing personality, good communication skills, command over English, Hindi & Kannada, who should be able to handle Phone Call, Fax Machine, Internet, e-mail etc., in a reputed Institute.

Manpower Required: The quantum of per day work which requires good supervision and communication skills is mentioned below :-

There will be 3 shifts of 8 hrs each in a day, should be manned properly

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Type of skills required to perform the work	Quantum of work on daily basis	Scope of the work
Highly skilled	No. of phone call on a normal day – 900 approx. No. of phone call on a meeting or any event day – 1000 approx. No. of vehicle requirements- 20 -30 approx. per day	<p>1) Should be familiar with the use of computers. The working hours are 24hrs and 365 days in a year on shift basis. The job at the Front Office shall be receiving phone calls, reciprocate on calls. Sending, receiving and distributing fax (When required), receiving speed post/ courier / registered mails, directing visitors, interacting with staff visitors for allotting vehicles, etc.</p> <p>2) Should co-ordinate between service provider and with inStem Administration for managing entire transport requirement & front office activities in effective manner on day to day basis and they should be well versed to read, write and speak in English, Kannada and Hindi.</p> <p>3) Maintain proper record of each vehicle utilized for the day, month & year for Un-scheduled, Meetings & Workshops, Personal & any other purpose. Verifying the bills, coordination with the transport agencies, assisting in transport tender, work order, sorting out day to day and long term problems will all be part of the contractor's work.</p> <p>4) Providing Rate Estimation of Budget as per previous usage for scheduled meetings, workshops & conference and Access Identity cards for details and sending for activation etc.</p> <p>5) Chalk out action plan as per the schedule in advance for hiring the right number of vehicles for special trips, special meeting, VIP visits, conference and workshops etc and have effective co-ordination with subordinate for accomplish day to day jobs of Transport & Front office tasks effectively.</p> <p>6) Should have experience of handling all sort of transport issues like allocation of vehicles for pickup and drop / deployment of vehicles according to the requirements / usage of GPRS / billing system/ Liaison with Transport Agencies/ familiar with destinations across Bangalore and other places also.</p> <p>7) Should check the day to day trip sheets / bills submitted by the respective cab drivers / services provider and same should certify for billing purpose and if there are any discrepancy in the trip sheets /bills should bring to notice of Transport In charge of inStem immediately.</p> <p>8) Should do all sort of Allied Miscellaneous Services which forms part of this Contract like Transport Management, Help Desk Services, Reception /Front Office Management, Mailing etc.</p> <p>9) Should have sharp Knowledge of using the cabs at minimum level by merging /sharing the tips without affecting end-user services.</p> <p>10) Should bring day to day complaints if any in respect of transport & front office activities to Admin In-charge of inStem/ to resolve the issues immediately. And also should ensure all drivers are wearing uniforms.</p> <p>11) Mailing, Despatch work shall include franking, entering ledgers, tallying, daily operation and maintenance of franking machine and records, trips to post office for mails, errand jobs within the campus, photocopying, messenger work entering, pasting envelopes, moving papers and files between labs, offices, etc. within and / or outside the campus.</p>

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		<p>12) Processing of Travels Bills, Entering the Details & Date of Transport Bills received and Processed, following up with Accounts and verifying and certifying the personal trips used by faculty/Staff. 13) The scope, though not exhaustive is as under:- a) To ensure the discipline of drivers</p> <p>b) Ensure cost effectiveness</p> <p>c) Scheduling and cleanliness of vehicles</p> <p>d) Monitoring day to day requirement of vehicles in coordination with the approved transport agencies based on the daily requirement.</p> <p>e) Scrutinizing and recording the meter reading at entry and exit time on each occasion.</p> <p>f) Processing the consolidated bills of tendered transport agencies as per work order for payment action.</p> <p>g) To coordinate with the transport users, office administration and the agent for effective functioning of the transport system.</p> <p>h) Ensure quality and that all papers for each vehicle are in order.</p> <p>j) Ensure that the drivers are qualified, are in possession of license, wear uniform and badge and are medically fit and are always polite etc.</p> <p>To check and keep copies of all documents of each vehicle that is sent to inStem on a regular basis and monitor for expiry of insurance, etc.</p>
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The list above is not exhaustive but indicative only.

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INFORMATION TO TENDERERS

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

i) Technical Bid

ii) Financial Bid

Technical Evaluation shall comprise of

I. Mandatory requirements.

II. Technical Evaluation criteria with marks.

All the mandatory requirements has 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 requirement, their offer will be summarily rejected.

I. Mandatory requirements:-

1. Copy of Valid Establishment Registration Certificate of the Firm.

2. Copy of PAN.

3. Copy of valid Labour License issued by the Labour Commissioner (Central / State) for existing similar type of Works.

4. EMD / Valid exemption Certificate for MSME.

5. Copy of ESI Registration.

6. Copy of PF Registration.

7. The entire tender document duly countersigned (as a token of acceptance of all terms and conditions indicated in the documents).

TECHNICAL EVALUATION CRITERIA WITH MARKS			
SI No.	Technical Requirement	Max Marks	Enclosed at
1	Contractor should have minimum 1 – 3 years experience in providing manpower to the Government / Semi Government Institutions or big organizations for above said nature of jobs. Documentary Proof to be enclosed.	5	
2	Solvency Certificate for Rs.10 Lakhs issued by the Bank – after April 2023	5	
3	Contractor should have minimum 3 years experience in providing manpower for Front Office to the Government / Semi Government Institutions or big organizations. (Pl. enclose documentary evidence).	20	
4	Contractor should have executed single contract of Rs.11.52 Lakh or more in one establishment or two contracts of Rs.7.20 Lakh each or more or three contracts of Rs.5.76 Lakh or more per annum in one or two different establishments . Copy of the Work Order of similar work should be enclosed. (Pl. enclose documentary evidence).	30	
5	Performance Certificate (should be issued on or after 01/09/2023 for the last 2 years from the existing 3 clients for supply of manpower for Front Office. (excluding inStem) (Pl. enclose documentary evidence)	30	
6	Attach copy of Audited Financial statement of the last 3 years i.e., upto 31/03/2023	10	
	TOTAL MARKS	100	

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.

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**PROFILE OF EXPERIENCE IN THE FRONT OFFICE MANAGEMENT AND ALLIED 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 :
c. 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 :

IMPORTANT

- a. Please attach the Biodata of the persons who would be posted to inStem if work order is awarded.
- b. Please enclose name, qualification, experience, etc., of persons. c.
- Please obtain police clearance for people deployed at the inStem

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**IMPORTANT NOTE FOR THE BIDDER
ANNEXURE – C**

1. The employees/workers to be deployed by the successful Bidder shall be qualified, properly trained and experienced to handle the services as outlined in the Scope of Work mentioned in 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, address and other details of personnel to be deployed by him. A Certificate stating that the Character and antecedents have been verified should also be furnished. 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 rate quoted shall be inclusive of all taxes and duties/escalation and shall remain valid for the period of the agreement, i.e. for the period as prescribed in the contract from the date of Work Order and further extendable for a period of one year based on mutual consent and satisfactory performance..

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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.

--

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	

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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 employeefriendly 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 inStem 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 inStem 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 accounting year. Bonus will be limited to 8.33% of total salary earned in the relevant accounting year as per Bonus Act, 1965 and amendments from time to time.

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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COVER – II – PRICE BID

ANNEXURE – G

1. Name of the firm along : with Registration No.
2. PF Registration No. :
3. ESI Registration No. :
(copies to be enclosed)
4. Registered address of the firm :
5. Status of the firm (tick what is relevant) : (Co-operative, Proprietary, Partnership, Private Ltd.
Public Limited Co., etc.,)
6. No. of employees proposed to be deployed
 - a) For estimated quantities as in Annex. A.
 - i) Supervisor :
 - ii) Assistants :
 - iii) Transport Clerk :
7. Monthly salary & other contributions payable to each worker /employee under:
 - a) The Minimum Wages Act (as per Govt. of Karnataka norms) and other statutory provisions (and requirements as enumerated by inStem in these documents and as applicable) in force as on date (indicate with break up in the columns below).
 - b) You propose to pay (please indicate in column furnished in Table B below)
8. The percentage of salary (Sl.No.1 in Table-B below) to be paid by the Contractor for various statutory benefits are listed below indicating percentage to be paid by the Contractor, the part to be collected from the employee, and total.

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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: INS/W-5070/2023-2024 (M)

Tender Notice No.015/2023-2024

TABLE A

SL.No	Statutory Benefits	% to be collected from employee	% to be paid by the Contractor	Total %
1	PF	12.00	13.00	25.00
2	ESI	0.75	3.25	4.0
3	Bonus	-	8.33 *	8.33 *
4	ELI (Workmen's Comp)	-	3.00	3.00
	Total	12.75	27.58	40.33

* 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) 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.

3. Total bid amount per month inclusive of all taxes and duties as per Scope of Work and other details as contained in the tender document (please furnish in table below based on scope of work as shown in Annexure – A):

TABLE – B

SL.No.	Category	Supervisor	Assistant
1	Highly Skilled		
2	Skilled		

Break up for Salary

Sl. No.	Description	Front Office Management	
		Supervisor	Assistant
		I. Amount payable by the Contractor to Contract Employees	
1	Salary (Basic + VDA)		
2	Bonus		
3	Uniform	800.00	800.00
4	Washing Charges	100.00	100.00
		II. Amount payable by the Contractor towards Statutory Payments	
5	PF		
6	ESI		
7	ELI (Workmens compensation)		
8	Taxes, duties, levies etc., (Pl. provide break up details)		
		III. Amount payable to the Contractor	

मूल कोशिका शिज्ञान एि पुनर्योजी औषशि संस्थान (डीबीटी-इन स्टेम)

जैि प्रौद्योशिकी शिभाि, शिज्ञान एि प्रौद्योशिकी मंत्रालय, भारत सरकार के अीन एक स्वार्यत संस्थान

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9	Supervision & Administrative expenses and Contractor's Margin		
	No. of employees proposed		
	GRAND TOTAL (Rs. Ps)		

9. Total Monthly Rate in respect of the following:-

Rate for one man day under each category

Description	Requirement of manpower as estimated by the bidder	Salary per man day	Rate per month in Rs. (including all duties taxes)
Front Office Management			
Supervisor			
Assistant			
Transport Clerk			

- Specify designation and experience in the field with level for each column
- Please specify and attach separate sheets, if necessary
- All efforts have been made to indicate our requirement. However it is the responsibility of the contractor to fulfill the scope of work as per our requirement without any extra cost. Therefore adequate care must be taken before bidding to ensure that all items are covered.
- In order that the bidders have a clear idea, it is important that the perspective contractors visit inStem to see the area and work and have discussions before submitting the bids.

All amounts in Table – B to be indicated in figures. In the event of any discrepancy/erasures only the lowest figure will be considered. The Contractor shall quote salary, supervision & admin. Charges, contractor's margin, and the rest are either percentages of salary or fixed as indicated herein.

The monthly and periodical premia/subsription on all the above shall be paid by the Contractor and the quantum to be paid by the employee shall be collected from each employee by the Contractor or deducted from their salary. The quantum on Leave salary and Accommodation & Food are 6% and 7% of salary respectively.

The statutory benefits, listed above are comprehensive. It is incumbent on the contractors to include any statutory or safety precautions, benefits, etc. as prevailing under various statutes. (Pl. attaches additional sheets, if necessary).

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

Name :
Designation:

Seal of the Company:

Signature:

Date: