



# जीव विज्ञान संस्थान INSTITUTE OF LIFE SCIENCES

(An Autonomous Institute of the Department of Biotechnology, Govt. of India)

NO: VIII – 107-MF/2013-14/ 843 / ILS

Date: 15.04.2016

## NOTICE INVITING TENDER

Sealed tenders in **two bid** system are invited for providing outsourced manpower services from experienced, reputed Electrical Contractors having HT Licence issued or recognised by the State Govt. to Institute of Life Sciences, Bhubaneswar who have rendered similar services in any Central / State Government / PSU / Corporates and who fulfill other eligibility criteria of Tender Document as mentioned under Sec – II.

**Name of works:** Providing outsourced manpower services for operation/maintenance/manning any works relating to operation and minor maintenance of 33/415 KV Substation equipment (HT, LT switch gears)/ DG sets/PLC synchronization panels/HVAC/Plumbing/pump house operations/maintenance of package AC unit/operation of various Laboratory equipment etc. for a period of 24 months.

Bid documents can be downloaded from the ILS website ([www.ils.res.in](http://www.ils.res.in)) and submitted with relevant documents before the last date (Date: **26.04.2016**). Downloaded tender documents, the bidders are required to deposit non-refundable fee of tender document amounting to **Rs.1000/-** for the work in the form of DD in favour of Director, Institute of Life Sciences, Bhubaneswar.

Bids in the prescribed manner shall be received along with requisite Earnest Money Deposit (EMD) of **Rs. 50,000.00** (Rupees Fifty Thousand) only in the shape of DD in favour of Director, Institute of Life Sciences, Bhubaneswar by 15.00 Hrs. on **26.04.2016** in the office of ILS and Technical Bid will be opened at 1530 Hrs. on same day in presence of the intending bidders or their authorized representatives. The tender envelope containing quotation shall be super-scribed as "Providing outsourced manpower services for operation/maintenance/manning any works relating to operation and minor maintenance of 33/415 KV Substation equipment (HT, LT switch gears)/ DG sets/PLC synchronization panels/HVAC/Plumbing/pump house operations/maintenance of package AC unit/operation of various Laboratory equipment etc. for a period of 24 months" and addressed to the Director, Institute of Life Sciences, Bhubaneswar, Odisha, 751023. Tenders received after due date & time will not be entertained. Institute is not responsible for any postal delay. Incomplete or conditional tender is liable for rejection. The authority reserves the right to accept / reject any or all the tenders in part or full without assigning reasons thereof.

Other details are as under:

For further information including PQ criteria & bid security etc. and downloading the tender documents please visit website [www.ils.res.in](http://www.ils.res.in).

For any clarifications/ further information the bidders may contact A.O / Assistant Engineer (Electrical), ILS, Bhubaneswar.

### IMPORTANT DATES

LAST DATE OF SUBMISSION OF BIDS

26.04.2016 AT 15.00 HRS

OPENING OF TECHNICAL BIDS

26.04.2016 AT 15.30 HRS

  
Administrative Officer

Copy to

1) Mr. S.S. Mohanty - to upload in ILS website & [www.tenders.gov.in](http://www.tenders.gov.in)

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## SECTION – I

(Scope of work, Eligibility Criteria and Terms & Conditions)

### 1. Scope of work

Providing services for supply of manpower within 15 days of award of contract, as per details given in spectrum of services and terms and conditions of contract as mentioned in the tender. The Engineer-in charge will give instructions regarding shift allocation & other works as and when required for operation & minor maintenance works at Institute of Life Sciences. The manpower shall be engaged for Operation and minor maintenance of 33/415 KV Substation equipment (HT, LT switch gears)/ DG sets/ PLC synchronization panels/ HVAC system/Plumbing/pump house operations/Air-conditioning maintenance/other laboratory equipment operation for a period of 24 months.

### 2. Spectrum of Services:

The contractor, apart from executing the scope of services detailed hereunder shall also arrange required clearances, licenses renewal / sanctions etc. on behalf of ILS from various Govt. departments. However, Govt. fee if any shall be borne by ILS.

Role.	Category	Minimum Educational qualification	Minimum Experience	No. of Manpower Required
Operation of HT / LT substation & DG on 24 x 7 basis	High skilled	10 <sup>th</sup> pass & ITI in electrical / mechanical / machinist / diesel mechanic etc. and in possession of wireman licence from authorized organization for electrical trade.	05 years from any Govt. / PSU / Private organization of relevant domain.	01
Operation of HT / LT substation & DG on 24 x 7 basis	Skilled	10 <sup>th</sup> & ITI in electrical / mechanical / machinist / diesel mechanic / Plumber etc.  OR 08 <sup>th</sup> + Experience in HT /LT, house wiring / Firefighting equipments operation works	02 years  05 years from any Govt. / PSU / Private organization of relevant domain.	03
-DO-	Semiskilled	-DO-		01
Operation of HVAC system on 24 x 7 basis	High skilled	10 <sup>th</sup> pass & ITI in electrical / mechanical / machinist etc. from authorized organization for electrical trade.	05 years from any Govt. / PSU / Private organization of relevant domain.	01
Operation of HVAC system on 24 x 7 basis	Skilled	10 <sup>th</sup> & ITI in electrical / mechanical / machinist / diesel mechanic / Plumber etc.  OR 08 <sup>th</sup> + Experience in HVAC / DG / Firefighting equipments operation works	02 years  05 years from any Govt. / PSU / Private organization of relevant domain.	02
-DO-	Semiskilled	-DO-		01
Plumbing	Semi – Skilled	10 <sup>th</sup> + Experience in plumbing works &	05 years from	01

works & pump house operation		pump house operation	any Govt. / PSU / Private organization Of relevant domain	
Plumbing works & pump house operation	Un-skilled	08 <sup>th</sup> + Experience in plumbing / pump house equipments operation works	02 years from any Govt. / PSU / Private organization of relevant domain.	01
AC Technician	High skilled / skilled	10 <sup>th</sup> + ITI in Air-conditioning & Refrigeration / Electrical	05 years from any Govt. / PSU / Private organization of relevant domain.	01
Lab equipment operator	Unskilled	08 <sup>th</sup> + Experience in laboratory equipments operation works	02 years from any Govt. / PSU / Private organization of relevant domain.	01

**(High skilled: 03 nos., Skilled: 05Nos. Semiskilled: 03Nos. & Unskilled: 02 Nos.)**

**3. Eligibility Criteria:** The bidders must meet the following eligibility criteria:

- a) Must possess valid HT licence, as per statutory norms, issued by Electricity Board of Odisha.
- b) Must have at least **3 (three)** years relevant experience in providing services for supplying of Outsourced Manpower in Govt./ PSU / Corporates.
- c) Must have minimum Average Annual Turnover, pertaining to similar nature of work, for the last three years as **Rs.30.00 Lakh.**
- d) Similar nature of the work shall mean providing Outsourced Manpower services as per the broad scope of work as given above on contract to any Govt. / PSU / Corporates establishment etc.
- e) Must be registered with Service Tax and other required authorities/departments like ESIC and PF Commissioner.
- f) Must possess/obtain valid labour license, as per statutory norms, issued by Regional Labour Commissioner (Central /State).
- g) The bidder should possess a valid PAN/TIN No. and should be an income tax assessee and have filed IT returns for the last three Assessment Years.
- h) The bidder should possess a valid ISO Certificate (ISO 9001:2008).
- i) The bidder must not have been at any time declared as insolvent or black-listed or convicted for any offence by any Authority or have any pending disputes / litigation against him. Institute of Life Sciences (ILS) reserves the right to verify the credentials of the bidder.
- j) The bidder should have ability to provide manpower as and when required. They shall provide detail manpower proposes to be deployed to render the services covered in the tender documents.

**4. Earnest Money Deposit (EMD):**

EMD amounting Rs.50, 000.00, in the form of DD issued from a scheduled bank in favor of Director ILS, payable at Bhubaneswar is required to be submitted. EMD of unsuccessful bidders shall be returned at the earliest, but not before the placement of order on the successful bidder(s).

Earnest Money Deposit (EMD) is liable to be forfeited and bid is liable to be rejected, if the bidder withdraws or amend the bid at any stage, till finalization of the contract.

5. The commercial bid should be valid for minimum ninety days (90 days) from the date of opening of qualification bid. ILS may ask bidders to extend the period of validity.
6. Commercial Bids of qualified bidders only shall be opened. The quote must be valid at least for three months from the date of opening of the commercial bid.
7. The rates must be quoted exactly in the Performa provided herewith. The rates should be in Indian Rupees both in figures and words. In case of any discrepancy between rates mentioned in figures and words, the later (i.e in words) shall prevail. If there is any discrepancy between the unit price and total price, the unit price shall prevail and the total price shall be corrected accordingly.
8. Mere fulfilling the qualification criteria does not entitle the bidder for further evaluation. ILS, reserves the right to thoroughly verify their credentials from the agencies for which the bidder has rendered similar services. The decision of Director ILS on qualification shall be final and binding on the bidders.
9. The relative position of the qualified bidders for award of contract shall be determined based on the **quoted Service Charges**.
10. The bidder who quotes less than **3%** Service charge shall be debarred for further consideration. In case more than one agency is reckoned as L-1 based on the service charges quoted, the preference will be given for more experience and high turnover. The qualification bids will be evaluated with due weightage for parameters like experience, turnover etc. The decision of Director, ILS in this regard shall be final and binding.
11. Each page of the bid and cuttings / corrections shall be duly signed and stamped by the bidder. Failure to comply with may result in rejection of the bid.
12. In case bidder submits any forged / irrelevant / misleading documents or information, the bid will be rejected and EMD forfeited.
13. Any attempt of canvassing on the part of the bidder, directly or indirectly, after submission of tender to influence the authority to whom he has submitted the tender or authority who is competent to finally accept it or any endeavor to secure any interest for an actual or prospective bidder or to influence by any means such tenders are liable to be rejected.
14. Director, ILS reserves the right to accept / reject any or all the offers/extend the date for receipt/opening of the bids/cancel the whole tender proceedings without assigning any reason whatsoever. The right of selection rests absolutely with Director, ILS and its decision in this regard shall be final and binding on the bidders.
15. Offers received through Email / Fax / Open / Without EMD/Incomplete/Late/Delayed shall be rejected outrightly. In case the specified date for the submission of offers is declared as a closed holiday for offices, the bid-closing deadline shall automatically stand extended to the next working day up to the same time.
16. The contractor shall not assign or transfer the rights and responsibilities assigned to him to any other person or entity or sub-contract his services in any way to others.
17. **Security Deposit:**
  - a) The successful bidder will have to provide a security deposit of specified amount to ILS. **The total Security Deposit including the earnest money deposited with the tender shall be 5% (Five percent) of the contract value.** The Earnest Money deposited in the form of Demand Draft at the time of tenders will be adjusted as Security deposit required.
  - b) However security deposit may be returned to the lowest vendor against Bank Guarantee of equal amount from any Nationalized Bank located at Bhubaneswar. OR;
  - c) The total Security Deposit shall be released to the contractor within 60 days of satisfactory completion of contract and clearance from requisite department viz. labour, etc.
  - d) The Security Deposit shall be refunded without any interest payable on it.
18. **Manpower and Timing:**
  - a) The staff shall be deployed in 8 hrs. in a shift for 06 days in a week (excluding ½ hour break for rest/lunch). In case of any emergencies, provision to be made for extra duty / night call etc.
  - b) Non- compliance of providing uninterrupted service will attract penalty as decided by Director, ILS and its decision in this regard shall be final and binding on the bidders.

- c) The selection process, fixation of emoluments, leave rules etc. for outsourced manpower employed will be decided by Director, ILS and its decision in this regard shall be final and binding on the bidders.
  - d) The manpower employed by the contractor / agency shall be above 18 years and below 60 years of age. They are to be well disciplined, medically and physically fit and skilled enough to carry out the specified job.
19. **Duration, Termination & Penalty:**
- a) The contract shall be valid for a period of **24 (Twenty Four)** Months and it may be extended on such terms and conditions as mutually agreed upon, depending upon the performance and requirement.
  - b) The contract can be terminated on three months' notice by the contractor / agency or one month notice by Director, ILS.
  - c) The Contractor shall maintain good standard of services as indicated. The performance of the contractor will be reviewed on monthly basis and in case the services are not found up to the mark, the contract may be terminated without any notice.
  - d) In the event of service provider being declared insolvent by competent or is reorganized / merged authority, this contract can be terminated with immediate effect at the exclusive option of ILS.
  - e) If the contractor does not provide service for a particular period, the charges for that period will be deducted from monthly bill.
20. **Billing & Statutory Obligations:**
- ILS shall pay on monthly basis or as may be agreed upon from time to time for the services that is rendered by the Contractor on performing the services to the fullest satisfaction. The monthly bills are invariably to be accompanied by:
- a) Copy of attendance records maintained at the site.
  - b) **Proof of payment of Wages/Salary directly to the credit of Bank account of each staff in a proper format, mentioning name, Basic pay, ESI, EPF, PF-Account No, Total deduction and Net Pay.**
  - c) A Compliance certificate for discharging all statutory liabilities related to ESI, EPF & Service Tax and under the provision of Labour Laws is also required to be furnished.
  - d) Challan as proof of deposit of PF, ESI and Service Tax for the relevant month and along with a copy of schedule of the remittance of PF dues in respect of the each staff deployed at ILS site (specifically mentioning the names/PF account) submitted by you (along with the PF challan) to EPF authorities for the entire period of contract till date, without which the bills for payment will not be processed. The contractor should submit a copy of the 'contribution card' (**Form 3A**) and copy of annual returns (**Form 3A and 6A**) furnished to EPF authorities. The documents are to be certified / signed by authorised person of the Contractor. If it is found that the contractor has not discharged the statutory obligations, Director, ILS shall be at liberty to deduct such sums/dues from the bills and pay to the respective authorities.
  - e) TDS as applicable shall be deducted from the bills of the agency.
  - f) ILS will not make any payment directly to the employees of service provider.
21. **Responsibility of the Contractor:**
- a) All the employees of the contractor will behave courteously, disciplined and professional manner maintaining absolute integrity during their duty / service hour in ILS Campus. The employees of the contractor shall display their photo ID cards duly issued and signed by the contractor while attending to the complaint in ILS Campus.
  - b) Service Provider shall be responsible for delivering the quality of service required by ILS at all times. Any deviation or deficiency noticed will be intimated to Service Provider who shall ensure that the specific levels of quality are maintained. The decision of Director ILS shall be final in this respect.
  - c) Considering the nature of services to be provided for a specific period, Service Provider shall inform its persons the nature of job involved in the work and ensure that all the candidates are ready and willing to undertake the job knowing fully well that the job is not of a permanent nature, nor in the muster rolls of ILS.
  - d) ILS Engineer In-Charge or his nominated officer can carry out any surprise inspection, without any

notice and deficiencies in service manpower or any other position of contract pointed out in inspection register maintained by contractor or through other means shall be made good by contractor, failing which risk & cost provisions for deficient service shall be invoked.

- e) All coordination in respect of legal obligations of ILS for this Contract in terms of any accident/ incident / inspection, Govt. department's viz. Odisha Electricity Board or Other local authority like: Pollution control board, Central Electricity Authority etc. shall be carried out by the contractor. However, contractor will provide / furnish such information to Engineer-in-charge as may be required during investigations.
- f) The agency shall depute an authorized supervisor to visit the Institute at least once a month for taking stock of duties assigned to the manpower deployed. This visit is to be recorded and certified by Asst. Engineer (Elect), ILS.

22. **Mutual Covenants:**

- a) Service Provider shall be the Principal employer of and solely responsible for hiring / engaging required number of such persons provided for carrying out the said services.
- b) Service Provider shall be liable and responsible (in respect of the persons provided by him to ILS) for due observance and implementation of various labour and other Laws, Statutory Notifications, relevant rules and regulations ( particularly provisions of Provident Fund and E.S.I.C.) applicable to the persons hired/ engaged by him for all official work.
- c) Service Provider shall be responsible for death, injury or accidents to Service Provider's employees which may arise out and in the course of their employment with Service Provider, or while on project premises of ILS or whilst carrying out services for ILS. Service Provider undertakes to indemnify ILS against any claims, charges , demands, compensation and damages made or raised on ILS by the personnel deputed for providing services as per their employment contact.
- d) Persons sent to ILS campus shall exclusively be the employees of Service Provider for all purposes and there shall be no employer / employee relationship between ILS and these persons.
- e) ILS is not the Employer of, nor shall it be deemed to be the Principal employer of all such persons provided by Service Provider towards the services rendered. ILS shall not be in any manner responsible or liable for any act, omission or commissions by Service Provider or his employees in respect of any non / part compliance of all or any labor and other laws, statutory notifications, relevant rules and regulations including but not limited to provisions of Provident Fund and ESIC) applicable to the persons hired / engaged by him for ILS work and no claim in this respect shall lie against ILS.
- f) It is expressly agreed that the relationship between the parties hereto is as principal-to- Principal and Service Provider is not an agent of ILS for any purpose whatsoever and shall not represent or hold himself out as such to any person/s.
- g) Service Provider shall be free to replace, remove, and change any of the personnel deputed by him to extend / provide required services with reasonable intimation, provided quality and efficiency of work is not adversely affected.
- h) Service Provider solemnly confirms and guarantees absolutely to provide the service to the full satisfaction of ILS and in accordance with the prescribed standards of service by ILS.

23. **Compensation:**

- a) Compensation to employee In the event of any accident, mishap or similar instances resulting into any injury leading to temporary / permanent partial / total disablement or death, ILS shall not be liable to pay any compensation or settle any claim arising out of such accident / event. Service Provider shall be solely responsible, liable to pay such compensation or settle such claims under any relevant Acts, statutes such as Workmen's Compensation Act or ESI Act or any other law for the time being in force from time to time. All litigation or any other expenses related to such claim/s, compensation, penalties, damages etc. shall also be borne by Service Provider alone, and ILS shall not be liable to incur any expenses in this behalf.

- b) Compensation in Legal Proceedings, If ILS is made party to a suit / adjudication or similar proceedings Service Provider shall pay in advance all expenses including but not limited to statutory fees of legal counsel / advocate, traveling communication etc.

## **SECTION – II**

### **(DOCUMENTS COMPRISING THE BID)**

**1. Bid will be submitted in three separate sealed covers in one bigger sealed cover as under:**

Envelope 1 will contain

- i) Cost of tender paper amounting to Rs.1000.00 in shape of DD drawn in favour of Director, Institute of Life Sciences, Bhubaneswar or the cash receipt in case of tender paper purchased from the Institute.
- ii) EMD amounting to Rs.50,000/- in shape of DD drawn in favour of Director, Institute of Life Sciences, Bhubaneswar

Envelope 2 will contain the Pre-Qualifying criteria, related documents along with terms & conditions applicable and will be super scribed ‘Technical Bid’ and name of work.

Envelope 3 will contain the price bid and shall be super scribed ‘Price Bid’ & name of work.

All three envelopes will be sealed separately and enclosed in the bigger envelope duly sealed and super scribed by the name of work, and ‘not to be opened before 26.04.2016’ (date and time of bid opening as specified in the Notice inviting tender i.e. NIT).

**2. Pre-Qualifying (Capability) bid – Envelope 2 shall comprise of;**

- a. A Technical offer listing each item of work which the bidder will perform, as given in “Spectrum of services”. Against each item, the bidder will give a brief description of the methodology he will adopt for doing the work, the number of persons to be deployed and the equipment. The bidder must quote for providing all the services listed in the “Spectrum of services” (Please see Clause-2 of Section - 1).
- b. Original Bid documents duly signed on all pages by the bidder.
- c. Written Power of Attorney on stamp paper of Rs.10/- in favour of person signing the tender documents from authorized signatory of the company.
- d. Copies of affidavit for sole Proprietorship/ Partnership deed/ Memorandum and article of Association along with the details pertaining to place of registration, principal place of business of the firm etc.
- e. Documents in support of financial stability of the firm like attested copies of audited balance sheets, profit & loss account statement etc. for the last **3** financial years.
- f. Duly completed Covering Letter as per Proforma – II
- g. Duly completed Letter of unconditional acceptance as per Proforma – III.
- h. List of similar works completed during last 5 years as per Proforma – IV
- i. Declaration by the bidder on non-judicial stamp paper of value of Rs.10/- duly attested by notary/Magistrate as per Proforma – V.
- j. Copy of PAN/TIN is to be submitted.

**Note-1.** ILS reserves the right to cross check authenticity of any of the relevant document(s)/ information directly with the issuing authority /authorities at any stage. In case of submission of fraudulent document/ suppression of information or submission/ providing wrong information by the bidder, or at any stage, if it is found that bidder has secured the contract through fraudulent means,



documents, information; his bid is liable to be rejected. , his **earnest money** submitted to ILS shall be forfeited/confiscated and further action shall be taken by ILS as deemed fit.

**Note-2.** All the pages of each supporting document for Pre-Qualification mentioned above as well as bid documents, submitted by the bidder shall be signed & stamped by bidder in original. However, copies of supporting document for Pre- Qualification mentioned under Section-2 above, are required to be attested by the bidder or by a Gazette or Notary Public with name, designation and stamp of attesting authority clearly shown and these documents are still required to be submitted even if these have been submitted earlier by the bidder along with any other tender or for pre-qualification tender.

### **2.3 Price bid – Envelope**

Price bids of only qualified bidders shall be opened on the date and time fixed for opening of Price-Bid and intimated to the bidders who meet the pre-qualifying criteria. The tenderers whose Technical bid has not been found acceptable will be advised about this fact and asked to take back the earnest money and the unopened Price bid.

The price bid should contain the following:-

- i) Price bid shall contain the item rates duly filled in words and figures (Section – III).
- ii) Every page of the priced bid document will be signed and stamped by the bidder.
- iii) Rebate, if offered, shall be shown separately below the total of BOQ items. **No conditional rebate will be acceptable. Failure to follow this procedure will render the bid liable for rejection.**

Envelope 3 shall include only priced offer. No other terms or condition shall be included in this envelope. **The priced bid with any condition including conditional rebate is liable for rejection**

**2.4** Bids must be received in sealed envelope & must be either delivered by hand or posted at the following address so as to reach not later than the last date/time specified in the NIT to **Director, Institute of Life Sciences, Nalco Square, Bhubaneswar-23**. The name and mailing address of the Applicant (bidder) shall be clearly marked on the envelopes. **Bids received late i.e. after the due date and time shall not be accepted/considered for evaluation and such bids shall be returned unopened.**

### **3. SUBMISSION AND OPENING OF BIDS**

- 3.1 Bids complete in all respects shall be received in the office of DIRECTOR ILS, BHUBANESWAR up to the date and time mentioned in the NIT.
- 3.2. The bidders shall seal the tender in three envelopes duly marking the Envelops as under:-
  - I. First envelop shall be marked as “Cost of Tender Paper and EMD”.
  - ii. Second Envelop shall be marked as “Technical Bid”
  - iii. Third envelop will contain the “Price Bid”.

All the above mentioned envelopes shall be in a separate envelop and super scribed with the following details and **addressed to DIRECTOR, INSTITUTE OF LIFE SCIENCE, NALCO SQUARE, BHUBANESWAR, 751023.**

- a. Tender for “-----“ (Name of work)
- b. Name & address of the bidder “-----“
- c. Not to be opened before date.

- 3.3 No bid shall be accepted unless it is properly sealed.

- 3.4 Bid Box for the work shall be sealed at the time fixed in NIT on the date of receipt and no bid shall be accepted afterwards. The bids that have not been submitted up to or before the stipulated time and date of receipt shall not be considered and therefore deemed to be rejected. Such bids shall be returned to the bidder un-opened.

**4. Opening of bids:**

- a. Envelop No. 1 will be opened first to see of the required EMD and cost of tender paper if down loaded has been deposited in a proper manner , if not the technical bid shall not be opened & shall not be considered.
- b. The technical bid (Envelope No. 2) containing pre-qualification criteria will be opened at time and date mentioned in the NIT in the office of ILS in the presence of bidders or their authorized representatives who choose to be present. Tenderers whose Technical bids are not found acceptable will be advised of the same indicating the dates when they can attend the office to collect their Earnest money document and Financial bid which will be returned unopened.
- c. Tenderers whose Technical bids are found acceptable will be separately advised the date and time when the financial bid will be opened and the place where they will be opened

**5. AWARD OF CONTRACT**

ILS reserve the right to reject lowest or any other bid or all the bids without assigning any reason whatsoever and to annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders for ILS action.

**6. COURT'S JURISDICTION**

Any suit or application, arising out of any dispute or difference on account of this bid or any matter in relation to the Award of the contract or for the enforcement of Arbitration clause under the Contract, shall be filed in a Competent Court at BHUBANESWAR only and no other court of any other District of the country shall have any jurisdiction in the matter.

### SECTION – III

#### Commercial Bid / Price schedule

Tender No.

Name of work: Providing outsourced manpower services for operation/maintenance/manning any works relating to operation and minor maintenance of 33/415 KV Substation equipment (HT, LT switch gears)/ DG sets/PLC synchronization panels/HVAC/Plumbing/pump house operations/maintenance of package AC unit/operation of various Laboratory equipment etc. for a period of 24 months.

Sl.no.	Description	Percentage (%) of Charges (in words & Figures )
1	Agency Service charges per month	

Note:

- a) ILS shall pay applicable minimum wages prescribed & revised by the Central Labour Commissioner, GOI under applicable category from time to time and statutory payments such PF, ESI etc. The sample payment structure is at Proforma – VI.
- b) Service tax is payable extra at prescribed rates.
- c) **Agency service charges shall be over Total wages**
- d) TDS will be deducted as applicable.

SIGNATURE & SEAL OF THE BIDDER

**FORM OF AGREEMENT**

(To be executed on non-judicial stamp paper of Rs.100/-)

Agreement No: \_\_\_\_\_ Dated: \_\_\_\_\_

THIS AGREEMENT is made on \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_(year) between Institute of Life Sciences (ILS), AN AUTONOMOUS INSTITUTE OF THE DEPARTMENT OF BIOTECHNOLOGY, GOVT. OF INDIA hereinafter called ILS, (which expression shall, wherever the context so demands or requires, include their successors in office and assigns) on the one part and M/s. \_\_\_\_\_ hereinafter called the Contractor (which expression shall wherever the context so demands or requires, include his/their successors and assigns) on the other part.

WHEREAS the ILS is desirous that certain works should be executed viz. (brief description of the work)..... and has by Letter of Acceptance dated \_\_\_\_\_ accepted the tender submitted by the contractor for the execution, maintenance and completion of such works at a total contract price of Rs.----- (Rupees----- only).

Now THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents in conjunction with Addendum/ Corrigendum to Bid Documents shall be deemed to form and be read and construed as part of the agreement viz:
  - a. This Form of Agreement
  - b. The Letter of Award dated \_\_\_\_\_
  - c. Priced Schedule (Bill) of Quantities
  - d. Amendments to Tender Documents
  - e. Prequalifying Criteria- Section - II
  - f. Conditions of Contract / Clauses of Contract
  - g. Notice Inviting Tender and Instructions to bidders-

The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies, shall take precedence in the order set out above.

3. In consideration of the payment to be made by the ILS to the contractor as hereinafter mentioned, the contractor hereby covenants with the ILS to execute, complete and maintain the works in conformity in all respects within the provisions of the contract.
4. The ILS thereby covenants to pay to the contractor in consideration of the execution, completion and maintenance of the works at contract price at the time and in the manner prescribed by the contract.

In WITNESS whereof the parties hereto have caused their respective common seals to be here into affixed (or have herewith set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED BY

M/S. \_\_\_\_\_ (for contractor)

\_\_\_\_\_ (for ILS)

In the capacity of \_\_\_\_\_

in the capacity of \_\_\_\_\_

On behalf of: Contractor

On behalf of ILS

In the presence of

In the presence of

1. \_\_\_\_\_

1. \_\_\_\_\_

**Proforma – I**

Sl. no.	DESCRIPTION	PARTICULARS OF THE BIDDER
1	Full name of the organization /firm/company	
2	Year of establishment	
3	Status of the agency i.e. Sole, Proprietorship, Partnership, Pvt. Ltd., Public Ltd., etc.	
4	Full Address.	
5	Telephone No(s), Fax(s)	
6	E Mail etc. of Registered Office	
7	Details of infrastructure, persons employed, number of offices / branches available with the Contractor	
8	Work experience in detail in providing Outsourcing of Manpower services for last 5 years (enclose).	
9	Audited Statements of Accounts and Balance Sheet showing Annual Turnover for last five financial years,	
10	Details of Registration, with Registrar of Companies, EPF Commissioner, and Commissioner Service tax, ESI Corporation and Min. of Labour. <b>Valid license</b> (HT electric works) held or required to be obtained, to provide services, from concerned state/central government authorities.	
11	Service Tax Registration No.	
12	Name/s of Banker/s and their addresses	
13	Disputes, Black listing / litigation, if any	

Note: Attach attested documentary proof in support of each of the above with the qualification bid, failing which bid is liable to be rejected. ILS reserves the right to verify the credentials of the bidders. Date: Place:

Signature of Bidder .....

**Proforma - II**

No.

Date:

To,

The Director  
Institute of Life Sciences,  
NALCO Square, Bhubaneswar 751023

Sub: **Letter of submission of Bid**

Sir,

1. Having examined the scope of works, eligibility criteria etc. incorporated in the bid documents for providing services and having visited and examined the site. I/we the undersigned, offer to provide services in conformity with the desired criteria's, for the sum as indicated in the price Bid or such sum as may be ascertained in accordance with the said conditions.
2. Should this tender be accepted, I/we undertake to commence the work within the period as per date specified in the Letter of award for the said work and further undertake to perform whole of the work comprised in the contract for a period of 24 months. I/we agree to abide by this tender for a period of 3 months from the date of opening of Technical Bid or such extended period as may be mutually agreed as prescribed in Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiry of that period.
3.
  - a. A sum of **Rs.50,000** (Rupees Fifty thousand) only towards earnest money deposit in the form of demand draft/ Pay order bearing no.: .....drawn on .....dated.....in terms of the Instruction to Bidders is enclosed.
  - b. Sum of Rs.1000.00 towards cost of tender document if (downloaded) in the shape of Demand draft bearing no.....drawn on ..... dated.....is enclosed.
4. Unless and until an agreement is prepared and executed, this bid, together with ILS written acceptance thereof, shall constitute a binding contract between us.
5. We understand that ILS is not bound to accept the lowest or any bid ILS may receive.
6. Name of the partner/ representative of the firm authorized to sign:

a) \_\_\_\_\_ b) \_\_\_\_\_

Or

Name of persons having power of attorney to sign the contract (certified true copy of the Power of attorney should be attached)

Yours faithfully,

Signature of the Bidder

Permanent address \_\_\_\_\_

Local Address \_\_\_\_\_

Note: The contractor is to fill up the blanks in above form before signing & submitting the bid.

7. This application is made in the full understanding that:

(a) bids by pre-qualified bidders will be subject to verification of all information submitted for pre-

qualification at the time of bidding.

- (b) ILS reserve the right to :
- i) Amend the scope and value of any contracts bid under this work.
  - ii) Reject or accept any bid, cancel the pre-qualification process and/or bidding process, and reject all the bids and

Signature of Authorised Representative of the bidder

Bidder's Stamp-

**Letter for Unconditional acceptance of Bid Conditions**

No.

Dated

To,

The Director  
Institute of Life Sciences,  
NALCO Square, Bhubaneswar 751023

**Sub: - Unconditional Acceptance of Bid Conditions**

Sir,

1. I have read and examined all the conditions in the bid documents for the subject work and we hereby unconditionally accept the bid conditions entirely for the said work.
2. I/we hereby submit our Bid and undertake to keep it valid for a period of three months from the date of opening of Technical Bid.
3. I/we undertake to execute the above items strictly in accordance with the requirements and particulars/ Specifications stipulated in the Bid documents.
4. I/we hereby further undertake that during the said period:
  - a. I/we shall not vary/alter or revoke my/our bid during the validity period of Bid.
  - b. I/we have quoted for the complete scope of the said work.
  - c. I/we undertake to abide by the terms and conditions as stipulated in ILS bid documents and as amended thereafter.
5. I/we have not enclosed any condition/ deviation to conditions of Bid documents in the Envelope containing Price bid.
6. I/we agree that in case of any condition is found to be quoted by us in the Price Bid, my/our bid will be rejected and my earnest money deposit is liable to be forfeited.
7. This undertaking is in consideration of ILS agreeing to open my bid, considering and evaluating the same for the purpose of award of work in terms of provisions of Bid documents.

Signature of Authorised Representative of the bidder.....

Designation .....

Date.....

Bidder's Stamp



**Proforma - IV**

**List of similar works completed during last 3 years**

S. No.	Client's name, Address & contact no.	Name of work	<i>Bidder's</i>								Ref to Supporting Documents submitted by bidder
			Scope of work	Agreement/ Letter of Award No.	Contract Value (Rs. In lacs)		Locati-on	Date of start	Date of completion		
					Award-ed	Actual			As per LOA	Actua l	
1	2	3	4	5	6	7	8	9	10	11	12

1. Note-1: The bidder shall produce an attested copy of the referred completion certificate from the owner companies indicating name of work, description of work done by the bidder, date of start, date of completion(contractual & actual including extensions if any), value of material supplied free of cost by the client. When the owner company is private one, the certificate from the company must be supported by TDS certificate issued by the company. Bidder should be in a position to produce the original certificate, if required.
2. Note-2: ILS reserves the right to cross checks the certificate(s) directly with the issuing authority /authorities/clients or any other firm/ party.
3. Note-3: Information must be furnished on only works carried out by the bidder in his firm's own name. Works carried out as a partner in joint venture shall not be included in this Performa.
4. Note-4: The bidder shall number the pages of the documents submitted by him against Pre-qualification requirements/Criteria and such reference number of relevant completion certificate(s) against completed work(s) if any shall be indicated under Column.no.11 of above table.

Signature of Authorised Representative of the bidder.....

Bidder's Stamp

**Proforma for submission of past Contractual Performance/Declaration by the bidder**

**(Affidavit on non-judicial stamp paper of Rs.10/- duly attested by Notary/Magistrate)**

This is to certify that we, M/s \_\_\_\_\_, in submission of this offer confirm that:

1. We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
2. We do not have records of poor Performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
3. Our Business has never been banned with us by any Central/State Govt. department/Public sector Undertakings or Enterprises of Central/ State Govt.
4. We have submitted all the supporting documents and furnished the relevant details as per the prescribed format.
5. The information and documents submitted with the tender by us are correct and we are fully responsible for correctness of the information and documents submitted by us.
6. We have not submitted fraudulent document/ information either in present or past tenders.

Signature of Authorized Representative of the bidder

Bidder's Stamp

**Proforma - VI**

**The sample payment structure**  
**As on 01 April 2016**

Sl.no	Particulars	Unskilled	Semiskilled	Skilled	Highly skilled	To be Paid by
.	Rate of minimum wage per day	Rs.307.00	Rs.347.00	Rs.407.00	Rs.448.00	
1	Wage for 26 days	Rs.7982.00	Rs.9022.00	Rs.10582.00	Rs.11648.00	Office
2	EPF as per existing (@13.36%)	Rs.1066.00	1156.71	1354.70	1493.65	Office
3	ESI as per existing (@4.75%)	379.00	411.26	481.65	531.05	Office
4	Festival Holiday (4 day per year)= M.W x 4/12	102.33	111.00	130.00	143.33	Office
5	Leave salary (18 days per year)= M.W x 18/12	460.00	499.50	585.00	645.00	Office
6	Bonus @8.3%	664.90	721.21	844.66	931.29	Office
7	Terminal Benefit @4.81%	383.93	416.45	487.73	537.76	Office
	Service Tax @15%					Office
8	Agency Service charges per month @ (sum of ; Sl.no. "1 +2 +3")					