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e-TENDER DOCUMENT

NIT No- V-370-MISC/2020-21 /1780/ILS Date: 17.09.2020

Name of the work: Tender for supply & installation of furniture's at , North Eastern Region - Biotechnology Programme Management Cell, Ground Floor National Productivity Council (NPC) Building "5-6" Institutional Area, Lodhi Road, New Delhi – 110003

Total E.C.- Rs 14,45,067.00 E.M.D.- Rs 29,000.00 Tender Fee – Rs 1000/-

A.O, ILS, BHUBANESWAR

For and on behalf of Director, ILS.

NOTICE INVITING TENDER NO. V-370/ 2020-21

Sealed tenders in **two bid** systems are invited from established, registered agencies for supply & installation of office furniture's at , North Eastern Region - Biotechnology Programme Management Cell, Ground Floor National Productivity Council (NPC) Building "5-6" Institutional Area, Lodhi Road, New Delhi – 110003

Bid documents will be available in ILS website (<u>www.ils.res.in</u>) / Govt. portal, shall be filled & submitted with relevant documents before the last date.

The bidders are required to deposit non-refundable fee of tender document amounting to Rs. 1000/- for the supply / work in the form of DD in favour of Director, Institute of Life Sciences, Bhubaneswar,

Bids in the prescribed manner shall be submitted along with requisite Earnest money (EMD) amounting to Rs.29, 000.00 for supply / work in shape of DD in favour of Director, Institute of Life Sciences, Bhubaneswar by 15.00 Hrs. on or before 08.10.2020 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 **"Tender for supply & installation of furniture's"** 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. please visit website www.ils.res.in. / Govt. e portal

For any clarifications/ further information the bidders may contact A.O, ILS, Bhubaneswar, Odisha / Md. Farhan Khursheed .

Administrative Officer

Contact No: 1. 2300137 2. 093115 96178

INSTITUTE OF LIFE SCIENCES NALCO Square, Bhubaneswar 751023

NOTICE INVITING TENDER NO.V-370/ 2020-21

Tender Document Details

1.	INSTRUCTION TO BIDDERS & SCOPE OF WORK	-	SECTION – 1
2.	PREQUALIFYING REQUIREMENTS & CRITERIA	-	SECTION – 2
3.	CONDITION OF CONTRACT	-	SECTION – 3
4.	GENERAL TERMS AND CONDITIONS	-	SECTION – 4
5.	BILL OF QUANTITIES	-	SECTION – 5

IMPORTANT DATA:

SI.	Name of works	Cost of	EMD	Estimated	Submission	Opening of
no		Tender	INR	Value	of Bids	Bids
		Paper			Date:	Date:
		INR				
1	Supply&	1000/-	29,000/	14,45,067/-	19.09.2020	08.10.2020
	Installation of		-			
	office furniture's					

SECTION -1

(INSTRUCTION TO BIDDERS & SCOPE OF WORK)

A: Instruction to Bidders

Broad check list of Documents to be submitted along Technical bid is given below. The list is indicative (not exhaustive) for guidance only

SI. No.	Description of Documents to be submitted along with Technical bid	Remark
1	Brief description of the methodology	
2	Earnest money deposit	
3	Original Bid documents duly signed and stamped on all pages by the bidder	
4	Written Power of Attorney on stamp paper in favour of person signing the tender documents.	
5	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.	
6	Copy of PAN no. allotted	
7	Service tax registration certificate	
8	Letter of submission as per Proforma – 1	
9	Letter of acceptance as per Proforma – 2	
10	List of similar works completed during last 5 years as per Proforma – 3	
11	Declaration by the bidder on non-judicial stamp paper of value of Rs.10/-duly attested by notary/Magistrate as per Proforma – 4	

The above list has been provided to facilitate the bidders to quickly go through the tender document before submission of bid to ensure compliance with regard to submission of documents. However, provisions in tender documents will prevail over this list.

B: Scope of Works

1.0 Scope of work

Supply & installation of office furniture's at desired location as directed by competent authority of the institute. Work / supply shall be completed <u>within one month</u> after receiving work order (PO). Warranty / Defect liability period shall be minimum one year or as per manufactures broacher, whichever is later.

The scope of works for which bids have been invited is mentioned below.

However, bidders are advised to personally visit the site and assess the actual quantum of work before submission of bids.

2.0 List of items to be supplied and installed:

SI. No.	Description of Items	Make	Qty.
1.	Modular workstation	Godrej interior/ Haworth	06
1.	Size: 1200 x 600 mm	/steelcase/Harmen miller	00
2.	Pedestal & Mouse Tray	Godrej interior/ Haworth	06
۷.	390 x435x 646 mm	/steelcase/Harmen miller	00
3.	Modular workstation (L Shape)	Godrej interior/ Haworth	08
5.	Size: 1500 x 1500 mm	/steelcase/Harmen miller	08
Δ	Pedestal & Mouse Tray	Godrej interior/ Haworth	09
4.	390 x435x 646 mm	/steelcase/Harmen miller	08
F	Mid Back Chair	Godrej interior/ Haworth	02
5.	760 x 760 x 1005 mm	/steelcase/Harmen miller	02
	Aero Chair	Godrej interior/ Haworth	
6.	761 x 761 x 980	/steelcase/Harmen miller	10
	455-555 mm seat and back		
7	Over head storage unit	Godrej interior/ Haworth	01
/	1200 x 326 x 785mm	/steelcase/Harmen miller	01
0	Table with ERU and pedestal	Godrej interior/ Haworth	01
8.	1650 x 1950 x 750 mm	/steelcase/Harmen miller	01
0	Table with ERU and pedestal	Godrej interior/ Haworth	01
9	1650 x 900 x 740 mm	/steelcase/Harmen miller	01
10	Storewel (Minor Almirah)	Godrej interior/ Haworth	01
10	1270 x 765 x 440	/steelcase/Harmen miller	01
11	Table with keyboard Tray	Godrej interior/ Haworth	01
11	1200 x 600 x 750 mm	/steelcase/Harmen miller	01
10	Storage compactor 2 Bay	Godrej interior/ Haworth	01
12	1980 915 x 381	/steelcase/Harmen miller	01

NB:

- 1. Furniture Installation drawing as per site conditions (Enclosed).
- 2. Image of the furniture's enclosed
- 3. Specification & material etc. mentioned in BOQ

SECTION – 2

PRE – QUALIFYING REQUIREMENT & CRITERIA

- **1.** All the information requested for pre-qualification shall be provided by the bidding firm. Failure to provide information, which is essential to evaluate the bidder's qualification, or to provide timely clarification or substantiation of the information, supplied may result in disqualification of the bidder.
- 2. Pre-qualification will be based on meeting all the following minimum criteria regarding the bidder's general and special experience, personnel, equipment and financial capabilities, as demonstrated by the bidder's responses in the forms attached.

3. Annual Turnover:

The bidder should have achieved a minimum annual turnover of **Rs.10.00 Lacs** in any one of the last 3 financial years. Tenderer should submit attested copies of auditor's report along with balance sheet and Profit & loss statement for the relevant financial year in which the minimum criteria are met. Provisional audited balance sheet/certified statement shall not be acceptable. *Note: A weightage of* **5%** (compounded annually) shall be given for equating the financial turnover of the previous years to the current year (20013-14).

4. Work Experience:

The bidder should have satisfactorily completed in his own name at least one work of similar nature (supply & installation of office furniture's) amounting to **Rs.9.00** Lakhs per year during the last three calendar years prior to the date of submission of bids.

• Only such works will be considered which are **100% completed** in all respects. The work(s) which is/are not similar as per above requirements shall not be considered for evaluation of bid. The works or part work(s) at different sites concurrently completed by bidder shall also not be considered for evaluation of bid.

The tenderer should submit the following documentary proof in support of the above:-

The tenderer is required to submit the Completion certificate issued from client indicating above items defined for similar works. The copies of completion certificate(s) issued to the bidder by the main contractors appointed directly by the owner companies/clients (supported with attested copy of proof of such appointment of main contractor) submitted by the bidder who has completed this/these similar work(s) as a sub-contractor shall also be considered. When the owner company/client is private one, the certificate from the company must be supported by TDS certificate issued by the company. ILS reserves the right to verify the authenticity of completion certificates/ other documents.

(The bidder should submit the details of such completed works as per the format at **Proforma-3** enclosed.)

8. General:

Even though the bidders meet the above qualifying criteria, they are subject to disqualification if they are found to:

- a. Have made misleading or false representation in the forms, statements and attachments in proof of the qualification requirements and/ or;
- b. Have performed poorly such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and /or
- c. Be blacklisted or business banned by any Central/State Govt. Department/ Public Sector Undertakings or any Enterprises of Central/ State Govt. and / or.
- d. Have submitted incomplete/ inadequate supporting documents or not furnished all the relevant details as per the prescribed format and/or
- e. Have suppressed any material information/ fact(s) relevant to this bid and/or have submitted fraudulent document/ information at any stage of tender / during execution of contract.

SECTION – 3

CONDITIONS OF CONTRACT

A. DEFINITIONS:

- 1.0 The **"Contract"** means the documents forming the tender and acceptance thereof and the formal agreement executed between ILS (client) and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together shall be deemed to form one contract and shall be complementary to each other.
- 2.0 In the contract the following expressions shall, unless the context otherwise requires, have the meanings hereby respectively assigned to them.
 - a) **'Employer**' shall mean ILS, Nalco Square, Chandrasekharpur, Bhubaneswar, Odisha acting through Director or his authorised official.
 - b) **Contractor**' shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representatives of such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual or firm or firms or company.
 - c) Facility Manager (FM) agency shall mean '**Contractor**' which shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representatives of such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual or firm or firms or company.
 - d) The expression **'works**' or '**work**' shall unless there be something either in the subject or context repugnant to such be construed and taken to mean the supply / works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
 - e) The '**Site**' shall mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - f) **'Accepting Authority**' shall mean the authority duly authorized to act as such by ILS / Director ILS.
 - g) **'Contract Value**' means the value of the entire supply / work as stipulated in the Letter of Award subject to such additions thereto or deductions there from as may be made under the provision hereinafter contained.
 - h) **Drawings**' means the Drawings referred to in the contract and any modification of such drawings approved in writing by the competent authority.
 - i) '**Month**' shall mean the English Calendar month.
 - j) Where the context so requires, words imparting the singular number include the plural number and vice-versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
 - k) All correspondence with the ILS shall be with the Administrative Officer of ILS.

B. Conditions of Contract - Clauses

1.0 Security Deposit

- 1.1 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 of the supply / work. The Earnest Money deposited in the form of Demand Draft/Pay order at the time of tenders will be adjusted as part of the total security deposit required.
- **1.2** The Security Deposit shall not be accepted in the form of Bank Guarantee.
- **1.4** The total Security Deposit shall be released to the contractor within 60 days of satisfactory completion of contract and clearance from requisite department.
- **1.5** The Security Deposit shall be refunded without any interest payable on it.

2.0 Time allowed

The completion period shall be as specified in the Notice Inviting Tender. The execution of the works shall commence within the period specified under "scope of work "of tender documents. If the Contractor commits default in commencing the execution & completion of the work within specified period, ILS shall, without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

3.0 Measurements of Work & Payment

- 3.1 Payment to the contractor shall be made by ILS against **completion of works duly certified by the competent authority** for the work done against this contract. The payment shall be made after deducting any amounts due from the contractor by way of mobilization advance, taxes, security deposit, penalties/ recoveries if any etc.
- 3.2 For any deficiency or defective works, an amount proportionate to the rates quoted by the contractor as given in his Price Bid shall be deducted. The decision of competent authority of ILS shall be final in this regard.

3.4 Proportionate payment shall be deducted from the contractor's bill if any work is found to be not done/is incomplete or is unsatisfactory, as adjudged by the competent authority. In case of any difference of opinion between the competent authority and the contractor, regarding the non-performance or unsatisfactory performance of work, the matter will be referred to the Director, ILS, whose decision on the matter shall be final. ILS may also, at their discretion get such defective/deficiency work done at the risk & cost of the contractor and recover the actual amount spent plus 20% of actual spent amount including all actual ILS establishment charges, from the contractor's bills.

CLAUSE 4: When Contract can be rescinded

4.1 The Employer / Director, ILS, may without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date for completion has or has not elapsed, by notice in writing absolutely rescind the contract in any of the following cases:-

- 1. If the Contractor has abandoned the Contract
- 2. If the Contractor has, without reasonable excuse, failed to commence the work considering handing over- taking over period within specified period mentioned in tender documents or has suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Director, ILS (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of 7 (seven) days from the Employer / Director, ILS.
- 3. If the Contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Employer / Director ILS or .
- 4. If the Contractor persistently neglects to carry out his obligations under the Contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 (seven) days after a notice in writing is given to him in that behalf by the Director, ILS.
- 5. If the contractor having been given a notice by the Director / ILS in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or other-wise improper or un-workmanship -like unprofessional manner shall omit to comply with the requirements of such notice for a period of seven days thereafter.
- 6. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- 7. If the contractor shall offer or give or agree to give to any person in ILS service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for ILS; or
- 8. If the contractor shall enter into a contract with ILS in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority /Director, ILS.
- 9. If the contractor shall obtain a contract with ILS as a result of wrong tendering, fraudulent supporting documents or information or other non-bonafide methods of competitive tendering; or
- 10. If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport to do so, or if any application be made under any insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- 11. If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Accepting Authority / Director, ILS.

- 4.2 When the contractor has made himself liable for action under any of the cases aforesaid, the Director ILS shall have powers:
 - a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Director, ILS shall be conclusive evidence). Upon such determination or rescission the Earnest Money Deposit and/or full security deposit recoverable under the Contract shall be liable to be forfeited and shall be absolutely at the disposal of ILS. If any portion of the Security Deposit has not been paid or received it would be called for and forfeited.
 - b) To employ labour paid by ILS and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Director, ILS shall be final and conclusive) against the contractor and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it has been carried out by the contractor under the terms of his contract. The certificate of the Director, ILS as to the value of the work done shall be final and conclusive against the contractor provided always that action under the sub clause should only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the ILS are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.
 - c) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Director, ILS shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by ILS under his contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be. If the expenses incurred by the ILS are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.
 - d) Any excess expenditure incurred or to be incurred by ILS in completing the works or part of the works or the excess loss or damages suffered or any may be suffered by ILS as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to ILS in law be recovered from any moneys due to the contractor on any account and if such moneys are not sufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.
- 4.3 If the contractor shall fail to pay the required sum within the aforesaid period of 30 days the Director, ILS shall have the right to sell any or all of the contractor's unused materials, constructional plants, implements, temporary buildings, etc and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor it shall be recovered in accordance with the provision of the contract.
- 4.4 In the event of any one or more of the above courses being adopted by the Director, ILS the

contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof, or actually performed under this contract unless and until the Director, ILS has certified in writing the performance of such work and the value to be paid the value so certified.

4.5 Provided further that if any of the recoveries to be made, while taking action as per 4.2 (b) and/or 4.2 (c) above, are in excess of the security deposit forfeited, these shall be limited to the amount by which the excess cost incurred by the ILS exceeds the security deposit so forfeited.

5.0 Payment of final Bill

The final bill shall be submitted by the contractor in after fully completion of supply & installation and ILS shall pay it within 60 days, after the final certificate of completion furnished by the competent authority. Further claims shall neither be made by the contractor nor admissible for payment after submission of the final bill and these shall be deemed to have been waived and extinguished. However security deposit will be retained by the office for **Six months** as performance guarantee and will be released without any interest to it.

6.0 Materials not to be supplied by ILS

ILS will not supply or procure for the Contractor any material and the contractor shall make his own arrangements therefore at his own cost.

7.0 Execution of work.

- 7.1 The contractor shall execute the whole and every part of the work in the most professional and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the agreement, site requirements & instructions of the competent authority. The contractor shall comply with the provisions of the contract and with the care and diligence & execute the installations and provide all labour and materials, tools and plants in so far as necessary for providing these or as inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works.
- 7.4 The competent authority shall have power:
 - i) To make alteration in, omissions from, additions to, or substitutions for the original instructions that may appear to him to be necessary or advisable during the progress of the work, and
 - ii) To omit a part of the works in case of non- availability of a portion of the site or for any other

reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing by the competent authority and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work or on assessed rates.

- 7.5 Rates for altered or substituted or additional work or extra item shall be determined as follows;
 - a) If the rate for altered or substituted item of work is specified in the schedule of quantities; the contractor shall carry out the altered or substituted items at the same rate. In the case of composite tenders, where two or more schedules of quantities may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other schedules of quantities.
 - b) If the rate for any altered or substituted item of work is not specified in the schedule of quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tenders where two or more schedule of quantities form part of the contract, the rate shall be derived from the nearest similar item in the schedule of quantities of the particular part of works in which the deviation is involved failing that from the lowest of the nearest similar items in other schedule of quantities.
 - c) If the rate for any additional or substituted item of work cannot be determined in the manner specified above, the contractor shall, within 15 days of the date of receipt of the order to carry out the said work, inform the competent authority of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the competent authority shall, within a week thereafter, after giving due consideration to the rate claimed by the contractor, determine the rate on the basis of market rate(s). In the event of the contractor failing to inform the competent authority within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer-in-Charge on the basis of market rate(s).

8.0 No compensation for alteration or restrictions of work to be carried out

If at any time after the commencement of the work, ILS shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works thereof as specified in the tender to be carried out, the competent authority shall give notice in writing of fact to the contractor who shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alternations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

9.0 A: Recovery of Compensation paid to Workman

In every case in which by virtue of the provisions sub-section (1) of Section 12 of the Workmen's Compensation Act, 1923, the Employer is obliged to pay compensation to a workman employed by the Contractor, in execution of the works, the Employer will recover from the Contractor the amount of the compensation so paid; and, without prejudice to the rights of the Employer under sub-section (2) of Section 12 of the said Act, the Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the contractor whether under this contract or otherwise. The Employer shall not be bound to contest any claim made against it under sub-section (1) Section 12 of the said Act, except on the written request of the contractor and upon his giving to the Employer full security for all costs for which the Employer might become liable in consequence of contesting such claim.

B: Ensuring Payment and Amenities to Workers if Contractor fails

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, the Employer is obliged to pay any amounts of wages to a workman employed by the Contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Employer's Contractors, the Employer will recover from the Contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Employer under sub-section (2) of Section 20, and subsection (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, the Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor whether under this contract or otherwise. The Employer shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Employer full security for all costs for which the Employer might become liable in contesting such claim.

11.0 Labour Laws to be complied by the Contractor

The contractor must comply with provisions of all existing labour laws as indicated below & other laws existing in this regard.

- a. Contract Labour (R&A) Act, 1970
- b. Contract Labour (Regulation and Abolition) Central rules 1971
- c. Child Labour (Prohibition and Regulation) Act, 1986.
- d. Contractor shall comply with the provisions of the Minimum Wages Act, 1948, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- e. Safety and other welfare measures as per laws of land.

12.0 Settlements of Disputes & Arbitration

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such disputes or difference shall in the first instance be sought to be resolved amicably by mutual consultation with the competent authority or Director, ILS. Failing which they shall be referred by either party to the Civil Modification & Building repair committee **(CMBRC)** of ILS for settlement. The decisions of the CMBRC of ILS shall be final & binding on both parties.

CLAUSES OF THE CONDITIONS OF CONTRACT AND MATTERS DEEMED AS "EXCEPTED MATTERS"

The following shall be treated as "Excepted Matters" for the purpose of arbitration:

- 1. Illegal Gratification:- Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant or any one on his or on their behalf to any officer, or employee or ILS or to any person on his or their behalf in the relation to the obtaining of the execution of this or any other contract with ILS, shall, in addition to any criminal liability which he may incur, subject the Contractor to the rescission of the contract under the contract or any other contracts with ILS. The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employees of ILS and if he shall do so ILS shall be entitled forthwith to rescind the contract and all other contracts with ILS. Any question or dispute as to the commission of any offence or compensation payable to ILS under this clause shall be settled by Director ILS in decision shall be final and conclusive.
- 2. Meaning and intent of specifications and drawings.
- 3. Rates for extra items of works
- 4. Measurement of works
- 5. Provisions of Payment of Wages Act
- 6. Payment of advances and recovery
- 7. Determination of contract
- 8. Provisions of Contract Labour/Regulation and Abolition Act 1970
- 9. Non- conformance of work

13.0 INDEMNITY REGARDING DAMAGE TO PERSONS AND PROPERTY:

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify ILS (through Indemnity bond on format approved by ILS, before commencement of work) against all losses and claims whatsoever in respect of injuries or death to any person, whether ILS or Contractor's employee or a third party, or loss / damage to any property whether of ILS, Contractor or third party, which may arise out of or in consequence of the execution and maintenance of the works related to this contract. This indemnity shall be against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

14.0 OTHER INDEMNITY

The contractor shall also indemnify ILS (through Indemnity bond on format approved by ILS, before commencement of work/release of first bill) against any fine/penalty/ prosecution levied by any government authority for any violation of environment laws, safety norms, labour laws (like

workmen compensation Act etc. in respect of workers engaged by the contractor), PF laws, health laws etc. which may occur in the process of carrying out of this work or at later stage. It will be the contractor's responsibility to ensure that relevant rules & regulations are fulfilled by him.

16.0 With-holding and lien in respect of sums due from Contractor

- 16.1 Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the competent authority or the Director ILS shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the competent authority or the Director ILS shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim.
- 16.2 ILS shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for ILS to recover the same from him in any manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by ILS to the contractor, without any interest thereon whatsoever.

17.0 RATES TO BE INCLUSIVE OF TAXES & LEVIES

1. Tendered rates must be **inclusive of all taxes**, duties and levies, payable under the respective statutes. Applicable tax shall be as per Govt. guide line.

- 2. The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by duly Authorized representative of ILS and further shall furnish such other information/document as the competent authority may require.
- 3. The contractor shall, within in a period of 30 days of imposition of any further tax or levy pursuant to the Constitution (Forty six Amendment) Act, 1982 give a written notice thereof to the competent authority that the same is given pursuant to this condition, together with all necessary information relating thereto.

18.0 Termination of Contract on death of Contractor

Without prejudice to any of the rights or remedies under this contract if the contractor (in proprietary case) dies, the ILS shall have the option of terminating the contract without compensation to the contractor's successor.

19.0 Force Majeure

19.1 Neither Contractor nor Owner (ILS) shall be considered in default in performance of their

obligations if such performance is prevented or delayed by events such as but not limited to war, hostilities, revolution, riots, civil commotion, strikes, lock-outs, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of God or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 (thirty) days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve the notice, within the shortest possible period without delay.

- 19.2 As soon as the cause of Force Majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.
- 19.3 From the date of occurrence of a case of Force Majeure, obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and the inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.
- 19.4 Should one or both parties be prevented from fulfilling the contractual obligations by a state of Force Majeure lasting to a period of 6 months or more, the two parties shall consult each other to decide regarding the future execution of this agreement.

20.0 SUFFICIENCY OF TENDER:

- **20.1** The contractor shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid for the supply / works and of the rates and prices quoted in the Bill of Quantities which rates and prices shall except as otherwise provided, cover all his obligations under the Contract and everything necessary for the proper completion and maintenance of the works, if required contractor shall obtain clearances from concerned local authorities at his cost. The cost of any item for which contractor has failed to enter rate shall be deemed to be covered by other rates entered in the Bill of Quantities. The Contractor shall also co-ordinate with any other agency working in the same project, compare plans, specifications and the time schedules and so arrange his work that there will be no interference. ILS shall entertain no claim on this account.
- 20.2 The rates quoted by the contractor shall also take into account the cost of the following:
 - a) INCOME TAX DEDUCTIONS:

Appropriate deductions as per relevant Income Tax Rules applicable at the time shall be made from bills submitted by the contractor.

b) RATES TO BE INCLUSIVE OF ALL LABOUR, MATERIAL ETC.

The rates for all items, unless clearly specified otherwise, cover all costs for proper execution of work including labour, material, hire charges of machinery etc. and any other inputs involved during execution of the works.

20.3 WATER AND ELECTRIC SUPPLY

Office will provide required supply of water and electric power to the contractor at the designated point. Any further extension from that source shall be organized by the contractor at his own expense.

21.0 CONTRACT AGREEMENT:

The agreement shall be executed within 7 days from the date of issue of letter of award on a nonjudicial stamp paper of appropriate value as per Indian Stamp Act applicable in the State in which works are being executed and the cost of the stamp paper shall be borne by the contractor.

23.0 PRICE ESCALATION:

Rates once accepted will remain fixed for the entire duration of the contract. No price escalation shall be applicable for this work during the stipulated or extended period, if any, of contract.

Section – 4

GENERAL TERMS AND CONDITIONS

1.0 DOCUMENTS COMPRISING THE BID

1.1 Bid will be submitted in three separate sealed covers in one bigger sealed cover as under:

Envelope 1 will contain

- 1. 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.
- 2. EMD amounting to Rs.29,000/- in shape of DD drawn in favour of Director, Institute of Life Sciences, Bhubaneswar

<u>Envelope 2</u> 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.

- **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; 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 are required to be attested by the bidder as 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.
- 1.2 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, CHANDRASEKHARPUR, BHUBANESWAR-23. The name, contact number 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.

2.0 EARNEST MONEY DEPOSIT (EMD)

- 2.1 The Bidders are required to deposit the EMD in favour of ILS for Rs. 29,000/- for the subject work in following forms only.
 a. Crossed Demand Draft of any Indian Scheduled Bank only, in favour of INSTITUTE OF LIFE SCIENCES and payable at BHUBANESWAR drawn on any Indian Scheduled Bank in a separate envelope super- scribing "EMD"
- 2.2 EMD in any other form shall not be accepted.
- 2.3 ILS shall summarily reject any bid not accompanied by the EMD as mentioned above.
- 2.4 After evaluation of financial bids, the EMD of unsuccessful bidders will be returned within a month from the end of the tender validity period.
- 2.5 The EMD of the successful bidder will be retained as part of the security deposit in accordance with clause 1 of Conditions of Contract.
- 2.6 The EMD of the bidder, whose Technical bid is found not acceptable, will be returned as soon as scrutiny of Technical bid has been completed.
- 2.7 No interest shall be paid on the EMD.

3.0 VALIDITY OF BID

- 3.1 Bids shall remain valid and open for acceptance for a period of **two months** from the date of opening of Technical Bid. Should the bidder fail to keep the bid open for acceptance as stated above or if the bidder withdraws his bid before the expiry of the said period or makes any modification in terms and conditions of the bid which are not acceptable then ILS without prejudice to any other right or remedy shall be at liberty to forfeit his 50% EMD absolutely.
- 3.2 In exceptional circumstances, prior to expiry of the original validity period, ILS may request the bidders for an extension in the period of validity by no of days as may be required. The request and the responses thereto shall be made in writing or by cable or fax. A bidder may refuse the request without forfeiting his EMD. A bidder agreeing to the request will neither be required nor be permitted to modify his bid but will be required to extend the validity of his EMD correspondingly.

4.0 SITE VISIT

4.1 The bidder is advised to visit and inspect the site of works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the Contract. The costs of any such visits/ site inspections shall be entirely at the bidder's own expense. The bidders are requested to satisfy themselves regarding the availability of water, requirement of electricity, nature and location of work, the configuration of the ground, the type, quality and quantity of the materials, the type of equipment and facilities needed

preliminary to and during the progress of the services. He should also assess the law and order situation, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the services under contract. The contractor will be fully responsible for the financial effect of any or all the above factors in his rates including also the factors like age of machines, types of AMC, Working Environment, furniture, equipments etc. installed in ILS campus. No compensation will be given on account of ignorance of any of the factors during execution of the works.

- 4.2 The bidder and any of his personnel or agents will be granted permission by the **ILS** to enter upon their premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, his personnel and agents will release and indemnify the ILS their personnel and agents from and against all liabilities in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused which but for the exercise of such permission would not have arisen.
- 4.3 Before submitting a bid, the Bidder will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates the bidder enters in the bid forms are adequate and all inclusive for the completion of work to the entire satisfaction of ILS

6.0 SUBMISSION AND OPENING OF BIDS.

- 6.1 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.
- 6.2 The bidders shall seal the tender in three envelops 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". (**Submitted through online e-tender as excel sheet**)

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.
- 6.3 No bid shall be accepted unless it is properly sealed.
- 6.4 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.

- 6.5 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

7.0 PROCESS TO BE CONFIDENTIAL

- 7.1 After the public opening of bids, the information relating to the examination clarifications, evaluation and comparison of bidders and recommendations concerning the award of contract shall not be disclosed to the bidders or other persons concerned with such process until the award of the contract to the successful bidder has been announced.
- 7.2 Any effort by a bidder to influence ILS personnel or representatives on matters related to the bid under study in the process of examination, clarification, evaluation and comparison of bids and in decisions concerning award of contract, may result in the rejection of his bid.
- 7.3 If a bidder expires after the submission of his bid or after the acceptance of his bid, ILS shall deem such bid as cancelled. If a partner of a firm expires after the submission of their bid or after the acceptance of their bid, the ILS shall deem such bid as cancelled, unless the firm retains its character.

8.0 AWARD OF CONTRACT

- 8.1 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.
- 8.3 Prior to expiry of the period of Bid validity prescribed by ILS, ILS will notify the successful bidder by post/courier or Fax to be confirmed in writing that his bid has been accepted. This letter hereinafter called the Letter of Acceptance/Letter of Award shall constitute a part of contract.
- 8.4 On acceptance of the bid, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the competent authority shall be communicated.
- 8.5 The bidder whose bid is accepted shall be required to submit non-judicial stamp papers of appropriate value (without extra cost to ILS)in his name for payment of stamp duty as per the provision of Indian Stamp Act within 7 days of the date of issue of Letter of Acceptance/Letter of Award and shall be required to appear at the office of the ILS in person, or through a duly

authorized representative to execute the contract documents/agreement within 15 days after receipt of the notice for signing the Contract Agreement (Annexure-I). No payments shall be released to the contractor until the agreement is signed. Failure to do so shall constitute a Breach of the agreement effected by the acceptance of the tender in which case the Earnest Money accompanying the tender shall be forfeited by the ILS as liquidated damages for such default.

8.6 In the event of any bidder whose bid is accepted shall refuse to execute the contract agreement, the ILS may determine that such bidder has abandoned the contract and there upon his bid and the acceptance thereof shall be null and void and the ILS shall be entitled to forfeit the earnest money as liquidated damages for such default.

9.0 COURT'S JURISDICTION

9.1 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.

10.0 SECRECY OF CONTRACT DOCUMENTS

10.1 The Contract is confidential and must be strictly confined to the Contractor's own use (except so far as confidential disclosure to sub-contractors or suppliers if necessary) and for the purpose of the contract.

11.0 GENERAL

11.1 The contractor's operations and proceeding in connection with the works shall at all times be conducted during the continuance of contract in accordance with the laws, ordinance, rules and regulations for the time being in force and the contractors shall further observe and comply with the bye laws and regulations of the Government of India and State Government and of Municipal and other authorities having jurisdiction over area involved in connection with the works or site and over operations such as those as carried out by the contractor(s) and shall give all notices required by such bye-laws and regulations. The contractor/contractors and his/their workmen shall also comply with the hospital and medical regulations in force for the time being.

12.0 EVALUATION OF BIDS:

13.1 ILS will determine the substantial responsiveness of each bid with reference to bid terms and conditions. For this purpose, a substantially responsive bid is one, which conforms to all the terms and conditions of the bid documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning following will be deemed to be material deviation;

- i. Earnest Money Deposit (EMD).
 ii. Taxes & duties.
 iii. Payment terms.
 iv. Commencement of work.
 v. Security deposit.
 vi. Liquidated Damages.
 vii. Validity of Bid.
 viii. Pre-qualification requirement/criteria
 ix. Spectrum of Services
 x. Frequency of Maintenance
- 13.2 ILS's determination of bidder's responsiveness will be basis of contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it would be liable to be rejected and may not subsequently be made responsive by the bidder by correction of the non-conformity. All decisions by ILS on the evaluation of bids will be final and binding on the Bidders and is not subject to any scrutiny.

SECTION-5

BILL OF QUANTITIES

Name of work: supply & installation of office furnitures .

SI.No.	Description of items	Unit	Qty.	Rate (Rs.) in words & figures	Amount (Rs.)
1	Providing and placing WISH spine and fin based modular workstation, with partition thickness as 52.4 mm thk and ht - 1200 including powder coated aluminium trims. FIN: out of 22.5 mm thk panel formed out of blocks which are 18 mm thk PLB boards wrapped with laminate at intermediate level. Top block finished in fabric finish. Bottom block is finished in metal. Tiles on main spine: Combination of top tiles are fabric magneitc/fabric/split fabric tackable/split white board tile. Bottom tiles - Plain metal. INTERMEDIATE BLOCKS on main spine Intermediate blocks are given in DL + DL finish. Wire Management through main spine - Wires shall be taken into the system through cable ducts from the junction boxes and it is carried upto the panels through concealed conduits inside the blocks. Legs - Metal powder coated legs at the end and shared condition. System shall also have 120 mm high powder coated standalone panel legs to give the system an elevated look. Worksurface - out of 25 mm thk prelam particle board with flat pvc lipping edge banding of size 1200mm (W) x 600mm (D). Make: Godrej interior/ Haworth / steelcase/Harmen miller	Each	06		
2	Pedestals - Nova pedestal flat metal front, full ht free standing central locking of size 390 mm w x 435 mm d x 646 mm ht 3dr = 2box+1file.	Each	06		
3	KBPT with mouse tray - metal	Each	06		

4		1		
1	Providing and placing WISH panel & tile based	Each	08	
	modular workstation (L Shape) , with partition			
	thickness as 52.4 mm thick and ht- 1200			
	including powder coated aluminum trims. Tiles			
	on main spine: Combination of top tiles are			
	split fabric magnetic/fabric/split fabric			
	stackable/split white board tile. Bottom tiles -			
	Plain metal. INTERMEDIATE BLOCKS on main			
	spine Intermediate blocks are given in DL + DL			
	finish. Wire Management through main spine-			
	Wires shall be taken into the system through			
	cable ducts from the junction boxes and it is			
	carried upto the panels through concealed			
	conduits inside the blocks. Legs - Metal			
	powder coated legs at the end and shared			
	condition. System shall also have 120 mm high			
	powder coated standalone panel legs to give			
	the system an elevated look. Worksurface - out			
	of 25 mm thk prelam particle board with flat			
	pvc lipping edge banding of size main worktop			
	1500 mm w X 600 MM d ERU 900mm W x			
	450mm D			
	Make:Godrejinterior/ Haworth /steelcase /			
	Harmen miller			
5	Pedestals- Nova pedestal flat metal front, full	Each	08	
	ht free standing central locking of size 390 mm			
	w x 435 mm d x 646 mm ht $2dr = 1box+1$ file.			
6	KBPT with mousetray - metal	Each	08	
7		Each		
1 '		Each	02	
,	Providing and Placing <u>Thrive Mid Back</u>	Each	02	
	Providing and Placing <u>Thrive Mid Back</u> <u>Chair</u> . Overall size of the chair: 760mm	Each	02	
		Each	02	
	Chair. Overall size of the chair: 760mm	Each	02	
	<u>Chair</u> . Overall size of the chair: 760mm (W) x 760 mm (D) x 1005mm - 1090mm.	EaCI	02	
	<u>Chair</u> . Overall size of the chair: 760mm (W) x 760 mm (D) x 1005mm - 1090mm. Seat: The seat is made of 14mm thick hot	Each	02	
	<u>Chair</u> . Overall size of the chair: 760mm (W) x 760 mm (D) x 1005mm - 1090mm. Seat: The seat is made of 14mm thick hot pressed plywood upholstered with fabric and	Each	02	
	<u>Chair</u> . Overall size of the chair: 760mm (W) x 760 mm (D) x 1005mm - 1090mm. Seat: The seat is made of 14mm thick hot pressed plywood upholstered with fabric and molded polyurethane foam. It has seat depth adjustment of 50mm integrated in the seat	Each	02	
	<u>Chair</u> . Overall size of the chair: 760mm (W) x 760 mm (D) x 1005mm - 1090mm. Seat: The seat is made of 14mm thick hot pressed plywood upholstered with fabric and molded polyurethane foam. It has seat depth adjustment of 50mm integrated in the seat through a sliding mechanism. Seat size of	Each	02	
	<u>Chair</u> . Overall size of the chair: 760mm (W) x 760 mm (D) x 1005mm - 1090mm. Seat: The seat is made of 14mm thick hot pressed plywood upholstered with fabric and molded polyurethane foam. It has seat depth adjustment of 50mm integrated in the seat through a sliding mechanism. Seat size of Godrej Chair: 500mm (W) X 490mm (D).	Each	02	
	<u>Chair</u> . Overall size of the chair: 760mm (W) x 760 mm (D) x 1005mm - 1090mm. Seat: The seat is made of 14mm thick hot pressed plywood upholstered with fabric and molded polyurethane foam. It has seat depth adjustment of 50mm integrated in the seat through a sliding mechanism. Seat size of Godrej Chair: 500mm (W) X 490mm (D). Back: The back is injection molded in glass	Each	02	
	<u>Chair</u> . Overall size of the chair: 760mm (W) x 760 mm (D) x 1005mm - 1090mm. Seat: The seat is made of 14mm thick hot pressed plywood upholstered with fabric and molded polyurethane foam. It has seat depth adjustment of 50mm integrated in the seat through a sliding mechanism. Seat size of Godrej Chair: 500mm (W) X 490mm (D). Back: The back is injection molded in glass filled polyamide which is upholstered with	Each	02	
	 <u>Chair</u>. Overall size of the chair: 760mm (W) x 760 mm (D) x 1005mm - 1090mm. Seat: The seat is made of 14mm thick hot pressed plywood upholstered with fabric and molded polyurethane foam. It has seat depth adjustment of 50mm integrated in the seat through a sliding mechanism. Seat size of Godrej Chair: 500mm (W) X 490mm (D). Back: The back is injection molded in glass filled polyamide which is upholstered with mesh fabric. The back consist of adjustable 	Each	02	
	<u>Chair</u> . Overall size of the chair: 760mm (W) x 760 mm (D) x 1005mm - 1090mm. Seat: The seat is made of 14mm thick hot pressed plywood upholstered with fabric and molded polyurethane foam. It has seat depth adjustment of 50mm integrated in the seat through a sliding mechanism. Seat size of Godrej Chair: 500mm (W) X 490mm (D). Back: The back is injection molded in glass filled polyamide which is upholstered with mesh fabric. The back consist of adjustable lumbar support made of injection molded	Each	02	
	 <u>Chair</u>. Overall size of the chair: 760mm (W) x 760 mm (D) x 1005mm - 1090mm. Seat: The seat is made of 14mm thick hot pressed plywood upholstered with fabric and molded polyurethane foam. It has seat depth adjustment of 50mm integrated in the seat through a sliding mechanism. Seat size of Godrej Chair: 500mm (W) X 490mm (D). Back: The back is injection molded in glass filled polyamide which is upholstered with mesh fabric. The back consist of adjustable lumbar support made of injection molded polypropylene having an adjustment of 	Each	02	
	<u>Chair</u> . Overall size of the chair: 760mm (W) x 760 mm (D) x 1005mm - 1090mm. Seat: The seat is made of 14mm thick hot pressed plywood upholstered with fabric and molded polyurethane foam. It has seat depth adjustment of 50mm integrated in the seat through a sliding mechanism. Seat size of Godrej Chair: 500mm (W) X 490mm (D). Back: The back is injection molded in glass filled polyamide which is upholstered with mesh fabric. The back consist of adjustable lumbar support made of injection molded		02	

				1
	structure and Polypropylene housing with			
	molded PU arm top and having a adjusted of			
	70mm. Mechanism: The mechanism is			
	designed with following features -: 360			
	degree revolving type, Centre Tilt Syncro			
	Mechanism, 3 position (including upright			
	lock) giving option of variable tilt angle to			
	the chair with anti shock feature. The			
	pneumatic height adjustment of Godrej chair			
	has an adjustment stroke of 85mm.			
	Pedestal: The pedestal is injection molded			
	polyamide and fitted with 5 nos. twin wheel			
	castors. The twin wheel castors are injection			
	molded in black glass filled polyamide			
	having 60mm wheel dia.			
	Make: Godrejinterior /Haworth / steelcase /			
	Harmen miller			
8		Each	10	
Ũ	Providing and Placing <u>Aero Chair</u> . Overall	24611		
	size of the chair: 761mm (W) x 761 mm (D) x			
	980mm – 1080 mm(H) X 455mm-			
	555mm(SH). Seat and Back: The seat is made			
	of 12mm thick hot pressed plywood measured			
	as per QA method described in OCP-QLTA-			
	PL14-18. Seat size of Godrej Chair: 470mm (W)			
	X 515mm (D), Back Size: 450mm (W) X 653			
	mm(H). HR polyurethane Foam: The HR			
	polyurethane seat foam is molded with density			
	of 45 kg/cubic-mtr, Armrests: The adjustable			
	armrests is designed with features: Up-Down			
	adjustment- 8 steps, Height adjustable armrest			
	structure which is Powder coated & fitted with			
	an armrest top, Lumbar Support Assembly:			
	The Lumbar support consists of polypropylene			
	pad with molded polyurethane foam & covered			
	with polyester fabric. The height of lumbar pad			
	can be adjusted through two projecting knobs			
	provided on the rear side of the pad.			
	Mechanism: The mechanism is designed with			
	features: 360 degree revolving type, single			
	point control, Front-pivot for tilt with feet			
	resting on ground ensuring more comfort.			
	Pneumatic Height Adjustment: The			
	pneumatic height adjustment of Godrej chair			
	has an adjustment stroke of 85mm. Pedestal:			
	The pedestal is injection moulded in black 30%			
	glass-filled Nylon and fitted with 5 nos. twin			
	wheel castors. The twin wheel castors are			
L	meet castors. The twin which castors are	I	I	

	injection molded in black Nylon. Make: Godrejinterior /Haworth / steelcase / Harmen miller			
09	Providing and placing Over head storage units of Size-1200mm (W) x 326mm (D) x 785mm (H). The Construction shall is completely knock down construction made from 0.6 mm(+/-0.07) thick CRCA as per IS - 513. Horizontal stiffener shall be made from 1.2 mm thk CRCA as per IS - 513. The doors shall be made from 18 mm(+/- 0.5mm) thk pre-laminated board as per IS - 12823 or 18 mm thk Plain particle board as per IS - 3087 with 0.6 mm thk decorative laminate and 0.6 mm thk backing laminate as per IS - 2046 on either side. All edges shall be duly sealed with 2 mm thk PVC edge banding. Single door with lock also there should be option of LH or RH Locking. Locking shall be 10 lever cam lock lever at the bottom of the door. Shelving shall be Heightwise adjustable shelf 1 no. Uniformly distributed load capacity of 25 Kg UDL max.The finish shall be Epoxy powder coated to the thickness of 50 microns. The product should be certified with GRIHA, Greenguard, ISO 9001:2015 and ISO 14001:2015 complete as per approved sample and as per the direction of Engineer-In-charg Make: Godrejinterior /Haworth / steelcase / Harmen miller	Each	01	

	Providing and Placing <u>Aristo Table</u> 1650 with ERU and Pedestal. Overall size of table: 1650mm (W) X 1950mm (D) X 750mm (H), The Godrej table is made of 25 mm thick MDF – one side pre-laminate board confirming to IS- 14587:1998 with 0.4 mm PVC membrane pressed on to top. Soft closing access flap within-build power box are provided on work surface for wire management. The ERU top is made of 25 mm thick MDF one side pre- laminate board confirming to IS-14587:1998 with 0.4mm PVC membrane pressed on to top. The modesty panel of Godrej table is made of 25 mm thick MDF one side pre- laminate board confirming to IS-14587:1998 with 0.4mm PVC membrane pressed on to top. The modesty panel of Godrej table is made of 25 mm thick MDF one side pre-laminate board confirming to IS-14587:1998 with 0.4mm PVC membrane pressed on to top. The understructure is made of 25 mm thick Pre- laminated twin board of E1-P2 grade and approved shade confirming to IS-12823:1990, edge banded with matching 2 mm thick PVC lipping. The pedestal is made of 25 mm thick Pre-laminated twin board of E1-P2 grade and approved shade confirming to IS-12823:1990, edge banded with matching 2 mm thick PVC lipping. Drawer fronts made of 25 mm thick MDF one side pre-laminate board confirming to IS-14587:1998 with 0.4 mm PVC membrane pressed on to top pedestal construction is BOX-BOX-FILE type which uses powder coated 400 MM long metal Panel Drawer Slides. Drawer extension of Godrej table is 325 MM. Drawers have a soft closing & anti slam mechanism. Handles are provided for ease of opening. Pedestals are provided for ease of opening. Pedestals are provided for ease of opening. Pedestals are provided with lock for security Make: Godrejinterior /Haworth / steelcase /			
	Harmen miller			
11	Providing and Placing <u>Finesse Table</u> 1650 with ERU and Pedestal. Overall size of table: 1650mm (W) X 900mm (D) X 740mm (H), Size of ERU: 1550mm (W) X 450mm (D) X 705mm (H). The Godrej table top and side panel is made up of 25 mm thick Plain Particle Board (PPB) clad with 0.6mm thick post formed laminate and 1mm thick backing laminate (BDL). Flat edge duly sealed with 2mm thick PVC Beading. Modesty panel is made up of	Each	01	

	18mm thick Plain Particle Board (PPB) clad with 1mm thick Decorative Laminate (DL) on both sides. Edge sealed with 2mm thick PVC beading. The ERU top and Side panel is made up of 25 mm thick Plain Particle Board (PPB) clad with 0.6mm thick post formed laminate and 1mm thick backing laminate (BDL). Flat edge duly sealed with 2mm thick PVC Beading.			
	Modesty panel is made up of 18mm thick Plain Particle Board (PPB) clad with 1mm thick			
	Decorative Laminate (DL) on both sides. Edge sealed with 2mm thick PVC beading			
	Make: Godrejinterior /Haworth / steelcase / Harmen miller			
12	Providing and Placing of <u>Store well Minor</u> <u>Almirah</u> with Size measuring- 1270mm(H) X 765mm(W) X 440mm(D). Construction & Material: Welded Construction, 0.6mm thick(+/-0.07mm) CRCA for shelf, 0.8mm thickk(+/- 0.08mm) High yield strength CRCA for doors and back, 0.9mm thk(+/-0.08mm) CRCA for all other components, CRCA 'D' grade as per IS:513. CRCA 'D' grade high yield strength as per IS: 513. Locking & handle: Mazak handle, Three way locking mechanism with shooting bolt. Shelving: Height wise adjustable shelf mounting, Uniformly distributed Load Capacity per each full shelf is 40 Kg maximum, 3 Nos. of adjustable full shelf, Box file A4 Size (85W X 345H X 285D) can be stored vertically on two shelves and the clear space above third shelf is 290mm. Leveler: M10 screw type leveler with hex plastic base. Finish: Epoxy powder coated to the thickness of 50 microns (+/-10). Make: Godrejinterior /Haworth / steelcase / Harmen miller	Each	01	

Providing and placing Aristo Table with	Each	01		
600mm X 750mm , The table is made of 25				
mm thick Pre- laminated twin board of E1- P2				
grade and approved shade confirming to IS-				
12823:1990, Edge banded with matching 2mm				
thick PVC lipping. Gromet provided to work				
panel of Godrej table is made of 25 mm thick				
pre-laminated twin board of E1- P2 grade and				
Edge banded with matching 2mm thick PVC				
5				
made of 25mm thick Pre-laminated twin board				
of E1-P2 grade and approved shade confirming				
to IS-12823:1990, edge banded with matching				
2 mm thick PVC lipping. Hinge Door Storage				
made of 25mm thick pre-laminated twin board				
of E1- P2 grade and approved shade				
confirming to IS-12823:1990, edge banded with				
matching 2 mm thick PVC lipping, Handles in				
Godrej table are provided for ease of opening.				
Storage is provided with cam lock for security.				
Make: Godrejinterior /Haworth / steelcase /				
Harmen miller				
Providing and Placing Movable <u>File Storage</u> Compactor 2-Bay. Overall size of single body of compactor: 1980mm (H) X 915mm (W) X 381mm (D). Compactor contains Single Static Drive Cover Unit 2 Bay- 1 Nos., Single Last Drive Cover Unit 2 Bay- 1 Nos., Twin Mobile Drive Unit 2 Bay- 3 Nos., 9 Ft. Rail Channel-1 Nos., 6 Ft. Rail Channel- 1 Nos. Main Body shall have Rigid Knock Down Construction made of 0.8mm thick CRCA Steel and finish is epoxy polyester powder coated. Type of Drive- Mechanized Drive Type, Shelf- Shelf is 0.8 mm thick CRCA Steel with UDL- 80 Kg. Number of Shelves in Each Almirah / Body of the compactor- 4 Shelves/5 Compartments, Load bearing capacity of under structure	Each	01		
and base frame- 1200 Kg, Number of guide				
_	mm thick Pre- laminated twin board of E1- P2 grade and approved shade confirming to IS- 12823:1990, Edge banded with matching 2mm thick PVC lipping. Gromet provided to work surface for wire management. The modesty panel of Godrej table is made of 25 mm thick pre-laminated twin board of E1- P2 grade and approved shade confirming to IS-12823:1990, Edge banded with matching 2mm thick PVC lipping. The understructure of Godrej table is made of 25mm thick Pre-laminated twin board of E1-P2 grade and approved shade confirming to IS-12823:1990, edge banded with matching 2 mm thick PVC lipping. Hinge Door Storage made of 25mm thick pre-laminated twin board of E1- P2 grade and approved shade confirming to IS-12823:1990, edge banded with matching 2 mm thick PVC lipping, Handles in Godrej table are provided for ease of opening. Storage is provided with cam lock for security. Make: Godrejinterior /Haworth / steelcase / Harmen miller Providing and Placing Movable <u>File Storage</u> Compactor 2-Bay. Overall size of single body of compactor: 1980mm (H) X 915mm (W) X 381mm (D). Compactor contains Single Static Drive Cover Unit 2 Bay- 1 Nos., Single Last Drive Mechanized Drive Type, Shelf- Shelf is 0.8 mm thick C	Keyboard Tray, Overall Size: 1200mm X600mm X 750mm, The table is made of 25 mm thick Pre- laminated twin board of E1- P2 grade and approved shade confirming to IS- 12823:1990, Edge banded with matching 2mm thick PVC lipping. Gromet provided to work surface for wire management. The modesty panel of Godrej table is made of 25 mm thick pre-laminated twin board of E1- P2 grade and approved shade confirming to IS-12823:1990, Edge banded with matching 2mm thick PVC lipping. The understructure of Godrej table is made of 25mm thick Pre-laminated twin board of E1-P2 grade and approved shade confirming to IS-12823:1990, edge banded with matching 2 mm thick PVC lipping. Hinge Door Storage made of 25mm thick pre-laminated twin board of E1- P2 grade and approved shade confirming to IS-12823:1990, edge banded with matching 2 mm thick PVC lipping. Handles in Godrej table are provided for ease of opening. Storage is provided with cam lock for security.Make: Godrejinterior /Haworth / steelcase / Harmen millerEachProviding and Placing Movable File Storage Compactor 2-Bay. Overall size of single body of compactor: 1980mm (H) X 915mm (W) X 381mm (D). Compactor contains Single Last Drive Cover Unit 2 Bay- 1 Nos., Single Last Drive Cover Unit 2 Bay- 1 Nos., Single Last Drive Cover Unit 2 Bay- 1 Nos., Main Body shall have Rigid Knock Down Construction made of 0.8mm thick CRCA Steel and finish is epoxy polyester powder coated. Type of Drive. Mechanized Drive Type, Shelf- Shelf is 0.8 mm thick CRCA Steel with UDL- 80 Kg. Number of Shelves in Each Almirah / Body of the compactor - 4 Shelves/5 Compartments, Load bearing capacity of under structure	Keyboard Tray, Overall Size: 1200mm X600mm X 750mm, The table is made of 25mm thick Pre- laminated twin board of E1- P2grade and approved shade confirming to IS-12823:1990, Edge banded with matching 2mmthick PVC lipping. Gromet provided to worksurface for wire management. The modestypanel of Godrej table is made of 25 mm thickpre-laminated twin board of E1- P2 grade andapproved shade confirming to IS-12823:1990,Edge banded with matching 2mm thick PVClipping. The understructure of Godrej table ismade of 25mm thick Pre-laminated twin boardof E1-P2 grade and approved shade confirmingto IS-12823:1990, edge banded with matching2 mm thick PVC lipping. Hinge Door Storagemade of 25mm thick pre-laminated twin boardof E1- P2 grade and approved shadeconfirming to IS-12823:1990, edge banded withmatching 2 mm thick PVC lipping, Handles inGodrej table are provided for ease of opening.Storage is provided with cam lock for security.Make: Godrejinterior /Haworth / steelcase /Harmen millerProviding and Placing Movable File StorageCompactor 2-Bay. Overall size of single bodyof compactor: 1980mm (H) X 915mm (W) X381mm (D). Compactor contains Single StaticDrive Cover Unit 2 Bay- 1 Nos., Single LastDrive Unit 2 Bay- 3 Nos., 9 Ft. Rail Channel-1Nos., 6 Ft. Rail Channel-1 Nos. Main Bodyshall have Rigid Knock Down Constructionmade of 0.8mm thick CRCA Steel and finish isepoxy polyester powder coated. Type ofDrive- Mechan	Keyboard Tray, Overall Size: 1200mm X 600mm X 750mm, The table is made of 25 mm thick Pre-laminated twin board of E1- P2 grade and approved shade confirming to IS-12823:1990, Edge banded with matching 2mm thick PVC lipping. Gromet provided to work surface for wire management. The modesty panel of Godrej table is made of 25 mm thick pre-laminated twin board of E1- P2 grade and approved shade confirming to IS-12823:1990, Edge banded with matching 2mm thick PVC lipping. The understructure of Godrej table is made of 25mm thick Pre-laminated twin board of E1-P2 grade and approved shade confirming to IS-12823:1990, edge banded with matching 2 mm thick PVC lipping. Hinge Door Storage made of 25mm thick Pre-laminated twin board of E1- P2 grade and approved shade confirming to IS-12823:1990, edge banded with matching 2 mm thick PVC lipping, Handles in Godrej table are provided for ease of opening. Storage is provided with cam lock for security. Make: Godrejinterior /Haworth / steelcase / Harmen miller Providing and Placing Movable File Storage Compactor: 1980m (H) X 915mm (W) X 381m (D). Compactor contains Single Static Dr

railrows-2Nos.,Fittings,Door-locking,Fasteners,GuideHolder,Labelholdercomesalongwiththecompactor.Undercarriageconstruction isWeldedframemadeof HRsheet3.15mmthickandfinishisepoxypolyesterpowdercoat(40 microns)Make:Godrejinterior/Haworth/steelcase/HarmenmillerKartenKartenKartenKartenKartenKarten		
TOTAL		

(Rupees :-----

-----)

Date-----

•

Place-----

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

Bidder's Stamp-----

Annexure-I

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 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, includes 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 (Vol.-II)
 - d. Amendments to Tender Documents
 - e. Prequalifying Criteria- Section-2/Vol-I
 - f. Conditions of Contract / Clauses of Contract (Section-3/Vol-I)
 - g. Notice Inviting Tender and Instructions to bidders-Section-1/Vol-I
- 3. 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.
- 4. In consideration of the payment to be made by the company to the contractor as hereinafter mentioned, the contractor hereby covenants with the company to execute, complete and maintain the works in conformity in all respects within the provisions of the contract.
- 5. The company 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
In the capacity of	

On behalf of: Contractor	On behalf of ILS
In the presence of	In the presence of
1	1
2	2

Proforma - 1

Date:

No. To,

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

Sub: Letter of submission of Bid

Sir,

- 1. Having examined the drawings, Conditions of Contract, Specifications, Bill of Quantities etc. incorporated in the bid documents for the execution of above work and having visited and examined the site of said works, I/we the undersigned, offer to execute the said works in conformity with the said drawings, conditions of contract, specifications, bill of quantities etc. for the sum as indicated in the Bill of Quantities 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 1 months. I/we agree to abide by this tender for a period of 2 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.29,000(Rs. Twenty Nine thousand only)towards earnest money deposit in the

form of demand draft/ Pay order bearing no.:drawn on

......in terms of the Instruction to Bidders is

enclosed.

(b) Sum ofRs.1000.00 towards cost of tender document if (downloaded) in the shape of

Demand draft/ Pay order bearing no.....drawn ondrawn 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

ILS shall not be liable for any such action and shall be under no obligation to inform the bidder of the grounds .

Signature of Authorised Representative of the bidder

Bidder's Stamp-

Proforma – 2

Letter for Unconditional acceptance of Bid Conditions

No.

To.

Dated

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 two 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:
 - 4.1 I/we shall not vary/alter or revoke my/our bid during the validity period of Bid.
 - 4.2 I/we have quoted for the complete scope of the said work.
 - **1.1** 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 Authorized Representative of the bidder.....

Designation

Date.....

Bidder's Stamp

Proforma - 3

List of similar works completed during last 3 years

S. No.	Client's name, Addres s & contact	Name of work	<i>Bidder's</i> Scope of work	Agreement / Letter of Award No.	Contract Value (Rs. In lacs)		Locat i-on	Date of start	Date of completion	
	no.				Award- ed	Actual			As per LOA	Actual
1	2	3	4	5	6	7	8	9	10	11

- 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 Prequalification 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 - 4

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

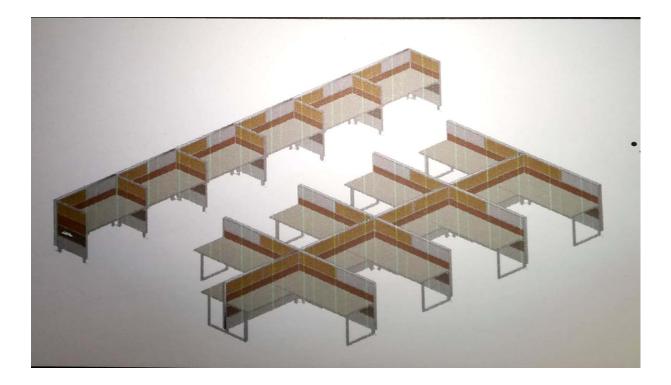
(Affidavit on non-judicial stamp paper of Rs.10/-)

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

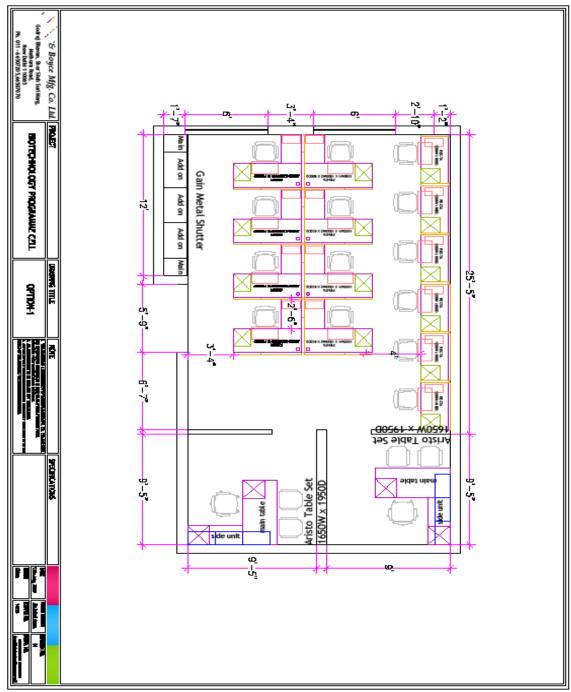
- 1. We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
- 2. We do not have records of poor Performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation 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







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E-TENDERING INSTRUCTIONS TO BIDDERS

General:

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers / Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, ILS BHUBANESWAR has decided to use the portal www.tenderwizard.com/ILS through an ASP, M/s. ITI Ltd., Bhubaneswar.

Instructions:

1. Tender Bidding Methodology:

Two Stage Online Bidding

2. Broad outline of activities from Bidders prospective:

- 1. Procure a Class III Digital Signature Certificate (DSC)
- 2. Register on the e-Procurement portal www.tenderwizard.com/ILS
- 3. Create Users on the above portal
- 4. View Notice Inviting Tender (NIT) on the above portal
- 5. Download Official Copy of Tender Documents from the above portal

6. Seek Clarification to Tender Documents on the above portal. View response to queries of bidders, posted as addendum, by ILS

7. Bid-Submission on the above portal.

8. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Technical Part

9. Post-TOE Clarification on the above portal (Optional) – Respond to ILS's Post-TOE queries.

10. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Financial Part (Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the above portal.

3. Digital Certificates:

For integrity of data and authenticity / non-repudiation of electronic records, and to be complaint with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital

Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

4. Registration :

To use the Electronic Tender portal www.tenderwizard.com/ILS, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-à-vis Authorised Signatory who will be the main person coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site. Pay Annual Registration Fee as applicable. (Rs 2000+ GST as applicable)

Note: After successful submission of Registration details and Annual Registration Fee, please contact to the Helpdesk of the portal to get your registration accepted/activated.

1. The Bidder must ensure that after following above, the status of bid submission must become – "Submitted".

2. Please take due care while scanning the documents so that the size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.

3. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.

4. The Financial part/BOQ may be downloaded and rates may be filled appropriately. This file may also be saved in a folder on your computer. Please don't change the file names & total size of documents (Preferably below 5 MB per document) may be checked.

Bid submission

The entire bid-submission would be online on the Tenderwizard portal i.e. <u>https://www.tenderwizard.com/ILS</u>

Broad outline of submissions are as follows:

- (i) Submission of Bid Parts (Technical & Financial)
- (ii) Submission of information pertaining to Bid Security/ EMD.
- (iii) Submission of signed copy of Tender Documents/Addendums.

The TECHNICAL PART shall consist of Electronic Form of Technical Main Bid and Bid Annexure. Scanned/Electronic copies of the various documents to be submitted under the Eligibility Conditions, offline submissions, instructions to bidders and documents required to establish compliance to Technical Specifications and Other Terms & Conditions of the tender are to be uploaded. The FINANCIAL PART shall consist of Electronic Form of Financial Main Bid and Financial Bid Annexure, if any. Scanned copy of duly filled price schedule (Section VII) for both packages are to be uploaded. If required, additional documents in support of taxes, quoted duties etc may also be uploaded.

Tender Processing Fee:-

You pay processing fee (0.1% of ECV + GST as applicable (Min. 500/- & Max 5000/- + GST as applicable)) through online (Credit card/ Debit card/ Net Banking), when participating in the e-tender.

Offline Submissions:

The bidder is requested to submit the as above mentioned documents offline **DIRECTOR**, **INSTITUTE OF LIFE SCIENCE**, **NALCO SQUARE**, **BHUBANESWAR**, **751023** on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the work), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

Public Online Tender Opening Event (TOE)

The e-Procurement portal offers a unique facility for 'Public Online Tender Opening Event (TOE). Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized. Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on the portal. As soon as a Bid is decrypted, the salient points of the Bids are simultaneously made available for downloading by all participating bidders. The medium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'. The portal a unique facility of 'Online Comparison Statement' which is dynamically updated as each online bid is opened. The format of the Statement is based on inputs provided by the Buyer for each Tender. The information in the Comparison Statement is based on the data submitted by the Bidders. A detailed Technical and / or Financial Comparison Statement enhance Transparency. Detailed instructions are given on relevant screens. The portal has a unique facility of a detailed report titled 'Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/Downloading'. There are many more facilities and features on the portal. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Important Note: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement / e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of ILS by the bidders in time, then ILS will promptly reschedule the affected event(s).

Other Instructions

For further instructions, the vendor should visit the home-page of the portal. The complete help manual is available in the portal for Users intending to Register / First-Time Users, Logged-in users of Supplier organizations. Various links are also provided in the home page.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups and minimize teething problems during the use of the said portal.

The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signature Certificate (DSC) well in advance of your first tender submission deadline on the portal.

2. Register your organization on the portal well in advance of your first tender submission deadline on the portal

3. Get your organization's concerned executives trained on the portal well in advance of your first tender submission deadline on the portal

4. Submit your bids well in advance of tender submission deadline on the portal (There could be last minute problems due to internet timeout, breakdown etc)

While the first three instructions mentioned above are especially relevant to first-time users on the portal, the fourth instruction is relevant at all times. Minimum Requirements at Bidders end Computer System with good configuration (Min P IV, 1 GB RAM, Windows 7) Broadband connectivity. Microsoft Internet Explorer 8.0 or above. Digital Certificate(s) Vendors Training Program Necessary training to each and every registered bidder under this portal shall be impacted by the ASP, M/s. ITI, Bhubaneswar, if required, before participation in the online tendering.

For any further assistance, please contact Mr Sanjeeb Mahapatra (07377708585), Helpdesk-011-49424365/080-40482000 ITI email ID for mailing communication:- <u>twhelpdesk404@gmail.com</u> / <u>twhelpdesk680@gmail.com</u>/ <u>twhelpdesk614@gmail.com</u>