

**NOTICE INVITING TENDER**

Sealed tenders in **two bid** systems are invited for the following work from experienced, reputed and capable **Original Equipment Manufacturers (OEM) or their authorized dealers / agencies who have installed and commissioned the equipments** at Institute of Life Sciences, Bhubaneswar and who fulfill other eligibility criteria of Tender Document.

**Name of Works: “Comprehensive Annual Maintenance Contract (AMC) of 5(five) nos. of JOHNSON make Lifts (Elevators) with contract period of 36 months.**

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

Alternatively, the bid document can be collected in person by any authorised representative on payment of non- refundable fee of **Rs.1000.00** in cash from the Accounts Section of the Institute on any working day (except Sat., Sun & Public holidays) from 13.11.2015 to 14.12.2015 between 1000 hours to 1700 hours.

Tender documents will not be sent by post / courier.

Bids in the prescribed manner shall be received along with requisite Earnest money (EMD) amounting to **Rs.35, 000.00** (Rupees Thirty Thousand) only in the shape of DD in favour of Director, Institute of Life Sciences, Bhubaneswar by 15.00 Hrs. on **14.12.2015** 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 “**Quotation for AMC of (Comprehensive Annual Maintenance Contract (AMC) of 5(five) nos. of JOHNSON make Lifts (Elevators))** and addressed to the Director, Institute of Life Sciences, Bhubaneswar, Odisha, 751023. Tenders received after due date & time will not be entertained. Institute is not responsible for any postal delay. Incomplete or conditional tender is liable for rejection. The authority reserves the right to accept / reject any or all the tenders in part or full without assigning reasons thereof.

Other details are as under:

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

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

**IMPORTANT DATES**

|                                 |                               |
|---------------------------------|-------------------------------|
| SALE OF TENDER PAPER            | FROM 13.11.2015 TO 14.12.2015 |
| LAST DATE OF SUBMISSION OF BIDS | 14.12.2015 AT 15.00 HRS       |
| OPENING OF TECHNICAL BIDS       | 14.12.2015 AT 15.30 HRS       |

**Administrative Officer**

**INSTITUTE OF LIFE SCIENCES  
NALCO Square, Bhubaneswar 751023**

**NOTICE INVITING TENDER NO. -----**

Scope of work: **“Comprehensive Annual Maintenance Contract (AMC) of 5(five) nos. of JOHNSON make Lifts (Building elevators) works at Institute of Life Sciences (ILS) office complex, Nalco square, Chandrasekharpur, Bhubaneswar with contract period of “12 x 3” months.**

**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 |

## 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

| Sl. No. | Description of Documents to be submitted along with Technical bid   |
|---------|---|
| 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      | <b>Declaration by the bidder on non-judicial stamp paper of value of Rs.10/- duly attested by notary/Magistrate as per Proforma – 4</b>   |

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**

Providing Comprehensive Annual Maintenance services of 05 (five) nos. of Johnson make lifts installed at ILS Campus, Bhubaneswar, near Nalco square, Odisha

The broad objectives of the maintenance services for electro – mechanical equipments are to ensure the equipments (lifts) installed at ILS campus, always functional and maintained to achieve optimum life and safety. To ensure safety of the personnel, required measures are to be taken and consistently maintained for efficient operations.

The scope of works for which bids have been invited will broadly be as per spectrum of services detailed in this document (please see Clause-3 of this section).

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

### **1.1 Building infrastructure details:**

ILS is an Autonomous Institute of the Department of Biotechnology, Govt. of India. The Institute has approximately **10162.00 sq. mts.** of built up area and constructed on a 5 acre plot (**20234.00sq.mts**) at Chandrasekharpur Bhubaneswar. The complex has two four storied buildings mainly used for laboratories & office. One Utility building where electric substation, DG room, HVAC plant are installed. Most of the office & Lab area are centrally air-conditioned and others are provided with Split, window, cassette & duct-able ACs. Details of major electrical/mechanical equipment provided in the building are listed in Para 3.0 of Instruction to bidders / the tender documents. Approximately 250 people at a time would occupy and work in this complex. The office timings are from Monday to Friday from 0900 hrs. to 1730 hrs. However, the contractor will ensure their services under the scope of work are available as and when required at no extra cost to ILS. Installations will have to be maintained functional at all time for which necessary maintenance works or rectification works should be scheduled accordingly without hindrances to the functional aspects of office services and nothing extra shall be paid .

### **2.0 Contract Period:**

**2.1** The successful bidder will be awarded the work for “**12 x 3” months**. Contractor shall commence the work as per date specified in the Letter of award which will be the effective date of start of 36 months contract period. If the Contractor commits default in commencing the work as per issuance of written orders to commence the work, ILS shall, without prejudice to any other right or remedy available in law, be at liberty to deduct the AMC charges proportionally.

**2.2** The successful bidder must familiarize himself fully with the installations and corresponding arrangements in the buildings (at no extra cost to ILS) before signing the AMC agreement.

**2.3** ILS reserves the right to rescind the contract agreement at any time by giving 15 days- notice if the services of the contractor are not found satisfactory or not up to the standards OR at any stage, if it is found that bidder has secured the contract through fraudulent means, documents, information based on which the bid of the successful bidder has been accepted or non-fulfillment of any other obligation on the part of the contractor as per provision of tender/contract. The decision of ILS in respect of above will be final in this regard (**please see clause 4 of section 3-conditions of contract**).

### **3.0 Spectrum of services:**

Electro Mechanical Equipments for which Maintenance Services are needed are detailed at Clause 3.1 below. However, this list is only indicative and under each item, any other services which may be relevant and necessary shall be provided by the contractor. Bidder would assess the actual quantum of work by visiting the site and bid accordingly. **The contractor, apart from executing the scope of services detailed**

**hereunder shall also arrange required clearances, licenses renewal / sanctions etc. on behalf of ILS from various Govt. departments.** However, Govt. fee if any shall be borne by ILS.

### 3.1 Building Elevator (Lift)

All the electro mechanical services of the office complex are to be maintained as per the requirement of ILS. The requirement will broadly be to keep the equipments in good and efficient working condition at all the time, follow the preventive maintenance and periodical overhaul schedule & procedures as listed in the manuals / literature of the OEM, ensure safety of the equipment and personnel using it. Brief descriptions of the equipments are as under:

- Passenger lifts “6 passengers” of Johnson make -- **04 nos.**
- Service Lift of 2000 Kg. of Johnson make -- **01 no.**  
Speed 1 meter per second, automatic doors, stainless steel cabin along with microprocessor control panel etc. with battery backup for emergency landing.

The aforesaid equipments have been installed at ILS, Campus. The Service provider shall perform preventive maintenance (monthly / quarterly) and corrective maintenance to the equipments mentioned above and its accessories as per service manual of the OEM. The service provider shall regular examine elevator equipments and provide gear oil, lubricants, grease, break shoe, push buttons of car and landing etc. required for proper maintenance of the lifts / elevators.

Note: The items mentioned above are just indicative. However, the contractor has to repair / replace items which are absolutely required for operation & maintenance of equipments in working condition under their scope, beyond they may obtained necessary approval from competent authority of ILS before repairing to make good to service the equipments.

4.0 The contractor shall attend to any maintenance problems and rectify the defects within the time limit set against different classification of rectification work as stipulated below:

**a) Minor/Medium rectification works- within 24 hours** of notification to the contractor by ILS such as, but not limited to,

- i. Repair / replacement of switches sockets plugs misc. electrical / mechanical faults, misc. repair/rectification works including cleaning of contacts, contact points, earthing points & filters etc.
- ii. Replacement of eyelets, socket, lugs & gaskets etc. in panels or motors.

**b) Major rectification works/capital repair- within 72 hours** of notification to the contractor by ILS such as but not limited to Transformer and replacement of certain non-stocked spare parts (not locally available in BHUBANESWAR etc.) which require the justification for 72 hours work schedule.

However, in case of any doubt in classification of rectification work, contractor can give technical justification and ask for extra time for approval of Engineer in charge who will have power to grant such extra time/change the classification of rectification work depending upon the correct technical justification and a reasonability of time scheduling for such extension/change of classification of a particular rectification work.

- a) In case the contractor fails to rectify the defect(s) after handing over assets installed in ILS in time limit mentioned in clause-4.0 ILS reserves the right to get the defect(s) rectified at risk and cost of the contractor without further notice and will charge **20%** extra on the actual expenditure incurred (material, manpower, machinery etc.) from the quarterly bills of the contractor,
- b) In case of unserviceability / dysfunction of the equipment for a period longer than as stated at 4.0 above Penalty as detailed below shall also be imposed on the contractor and the amount will be recovered from their respective monthly bills.

| Sr. No | Period                              | Penalty                          | Remarks   |
|--------|-------------------------------------|----------------------------------|---|
| 1      | 4 to 7 consecutive days in a plant  | @ 25% of respective monthly bill | In case the period is repeated in the same month, penalty will be worked out on pro-rata basis. |
| 2      | 8 to 15 consecutive days in a plant | @ 50% of respective monthly bill |   |
| 3      | More than 15 days                   | @100%of respective monthly bill  |   |

NOTE: In exceptional cases, competent authority of ILS may consider to extend the time limit mentioned above. The decision of competent authority shall be final and binding on the contractor in respect of category of rectification of defects. However, all complaints will be attended promptly and the time limit set for each category is the maximum time limit.

5.0 A snag list of the installations covered in the present scope of work shall be prepared jointly by successful bidders & ILS so as to complete the defect-rectification work well before the actual contract period is over. However, nothing shall be paid extra for preparation of snag list and preparation of snag list will not be considered as date of start. In case contractor is asked in writing to arrange rectification of any defect at the time of accepting the work order of AMC, the cost of rectification shall be reimbursed to him on actual basis.

Note-1: Any damage to the installations during the currency of contract will be made good by the contractor without extra cost to ILS. Further, contractor would also indemnify ILS for the damages caused due to negligence in imparting the services.

Note-2: Successful bidder shall submit copy of agreements with specialized agencies/associates of repute duly approved by ILS including with OEMs agencies at the time of start of work as mentioned in above sub-clauses of clause-3.0.

#### 6.0 Responsibility of the contractor at end of the contract period:

a. All equipment taken for maintenance during the contract period shall be handed over back to ILS in good working condition.

b. Any equipment taken outside for repair from ILS Campus shall be handed over in good working condition well before the end date of contract

c. Passes issued by ILS to the contractor' employees if any shall be handed over to ILS representative.

d. In case any equipment not handed over to ILS in good working condition, then ILS would get them repaired/procured on its own from other sources at the risk & cost of the contractor and the cost (**along with 20% extra Charge**) incurred shall be deducted from any payment due to him/security deposit.

6.1 All the employees of the contractor shall be in proper neat & clean uniform (including shoes) and will behave courteously, disciplined and professional manner maintaining absolute integrity during their duty / service hour in ILS Campus. The employees of the contractor shall display their photo ID cards duly issued and signed by the contractor while attending to the complaint in ILS Campus.

6.2 ILS Engineer In-Charge or his nominated officer can carry out any surprise inspection, without any notice

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

**7.0 FREQUENCY OF MAINTENANCE**

The bidder shall carry out the maintenance services at the frequency detailed in **maintenance schedule** & as per guide line of OEM maintenance manual. Agencies have to attend to break- down service as and when required. The frequency may be increased depending up on requirement at site. As a whole it is to ensure that the equipments are well maintained at all the time. The work will be carried out at suitable timings to ensure that ILS office work is not disturbed.

Note-1: The date of servicing carried out and next due date of servicing in respect of systems shall be neatly painted on assets in small fonts for effective monitoring as per direction of Engineer-in-charge.

Note-2: The contractor is required to submit preventive periodical maintenance schedule for approval by Engineer-in-charge at the time of starting the work after attending the scheduled/routine maintenance, contractor will submit service report (s) of OEMs as and when preventive periodical maintenance of any installation becomes due/ is carried out.

**8.0 OTHER REQUIREMENTS TO BE FULFILLED BY THE BIDDER:**

**8.1** All coordination in respect of legal obligations of ILS for this Contract in terms of any accident/ incident / inspection, Govt. department’s viz. Odisha Electricity Board or Other local authority like: Pollution control board, Central Electricity Authority etc. shall be carried out by the contractor. However, contractor will provide / furnish such information to Engineer-in-charge as may be required during investigations.

**8.2** Bidder should in his technical bid provide detail of the manpower and equipment, bidder proposes to be used/ deployed by him/ those to render the Services covered in these Tender documents.

**8.3** Bidder has to provide a list of spares which are to be replaced / required on a regular basis for necessary action at ILS.

**8.4** An undertaking for supply of spares for various assemblies (components) & subassemblies of manufacturer obtaining a clearance from various OEMs shall be submitted.

**9.0 List of equipment in Building Elevators / Lifts:**

| Sl. No. | Name of Equipment.   | Make    | Qty. |
|---------|--|---------|------|
| 1.      | Motor<br>3 phase, 415 V, 50 HZ, 7.5 HP to 30 HP, 1500 rpm etc.         | Johnson | 5    |
| 2.      | Gear Box<br>U-500, 40:1 ratio  | Johnson | 5    |
| 3.      | V sheave<br>520 DIA 94 x D10)  | Johnson | 5    |
| 4.      | Control system<br>Microprocessor based simplex selective control unit. | Johnson | 5    |
| 5.      | Automatic rescue device (ARD)  | Johnson | 5    |
| 6.      | Car opening Panel  | Johnson | 5    |
| 7.      | Allied minor equipments like brake shoe, fan, light & sensor etc.      | Johnson | 5    |

**Note:**

a. The items mentioned above (sl.no.1 to 7) are just indicative. However, the contractor has to repair / replace items which are absolutely required for operation & maintenance of equipments in working condition. Repairing / replacing works shall be informed to the authority and same shall be obtained approval prior to commencement of work.

**Maintenance Schedule**

Contractor has to carry out monthly, quarterly & seasonally as per guide line of OEM manual & as per schedule. In addition to it they have to attend the break down as and when required.

| <b>ITEM</b>              | <b>METHOD OF PREVENTIVE MAINTENANCE</b>   |
|--------------------------|---|
|                          | <b>MONTHLY SERVICE:</b>   |
| Alarm bell               | The mechanic will manually test the alarm bell To make sure it is operational and that the alarm Bell is putting out the appropriate decibel level  |
| Safety edge              | Manually check safety edge for proper Retraction and make any adjustments necessary   |
| Door open button         | Test door open button. Make sure operating Correctly and freely   |
| Call button              | Test for proper operation. Check and replace if Needed indicator bulbs. Lubricate button and Replace light bulbs as needed  |
| Car door                 | Check for speed and proper door torque in Accordance with ansi a17.1. Lubricate freight Door guide rollers, clean chains, brackets  |
| Scavenger pump / Motor   | Check scavenger pump for proper operation. Check & inspect scavenger pump return line to avoid obstructions for clogging. Install packing And jack head.  |
| Lobby doors & hall doors | Check door guides, rollers and lubricate rollers and tracks   |
| Ride                     | Check ride for transition leveling and floor stop acceptable tolerances   |
| Pumping unit             | Check oil level, tank heater operation, motor Starter and contacts. Check v-belt if applicable For alignment, tension and wear.   |
| Fire service             | Use appropriate keys to test operation per ansiA17.1 and those associated rules pertaining to Fire service phase i & ii. Lubricate key switches Internally as needed. Record test and test log And document test on service tickets. Test to be Performed in accordance with all government Code requirements |
| Car phone                | Check for dial tone and appropriate connections   |
| Car & lobby              | Pi check and/or replace indicator bulbs as needed   |
| Car top                  | Clean car top and inspect door operator making Needed adjustments to door operator belt and Chains. Check motor brushes and all other Operational parts, linkages, etc. Check hoist Door operator sprockets, and chains. Check Motor brushes and bearings   |
| Starter contacts         | Disassemble starter to visually inspect contacts For wear. Replace if necessary   |
| Car key switches         | Check all key switches for proper operation and Lubrication if necessary  |
| Fan                      | Test fan and fan key switch for proper operation. Lubricate fan bearings as needed  |
| Inspection service       | Check inspection service key switch for proper Operation and check car top inspection service To work appropriately   |
| Door open/ close Relay   | Check all connections and tighten. Inspect Contacts for wear, adjust air gaps as necessary  |
| Signs                    | Inspect hallways and car for proper signs in Accordance with ansi a17.1 and building code Requirements  |
| Car guide shoes          | Inspect guide shoes for insert wear, adjust guide Shoes for smooth operation and apply lubricant To car guide shoes and rails as needed   |
| Sump pump                | Inspect sump pump for proper operation  |
| Hall key switches        | Test, inspect and check all hall key switches for Proper operation  |
|                          | <b>QUARTERLY SERVICE</b>  |



|                          |  |
|--------------------------|--|
| Hall position Indicators | Check and repair indicator bulbs as needed   |
| Relief valve             | Check and set relief valves in accordance with Ansi a17.1 to perform test in presence of state of Maryland inspector as required   |
| Rails                    | Inspect all rail joints and alignment. File burrs And joints as needed, check automatic Lubricators and fill as needed   |
| Traveling cable          | Inspect entire length of cable for cracks, Fraying, etc. Check conduit connections, wire Baskets   |
| <b>Safety circuits</b>   | <b>Check, inspect and test all safety circuits Including door locks. Releveling circuits, alarm, Limited switches, safety edge and all other Applicable safety circuits of the elevator. If required those shall be replaced immediately.</b>  |
| Hoist way                | Inspect and thoroughly clean and paint as Needed   |
| Door motor Brushes       | Inspect and replace as needed  |
| <b>INSPECTION</b>        | When making an inspection of any item, the item will be visually inspected and also manually Tested to perform its intended function Correctly with applicable OEM guide line and Requirements. Example: key switches – insert Appropriate key in key switch and check intended Operation for proper operation. Visually inspect All connections and wear. Replace if necessary        |
| <b>ADJUSTMENT</b>        | To make repair either electrically or Mechanically to provide smoother and correct Operation. Example: door operator – properly Tighten motor drive belt to maintain proper Tension between motor sheave and operator Drive sheave   |
| <b>TEST</b>              | Test to manually check for proper operation and Function of that particular feature.<br><b>Example:</b><br>Firemen service phase i & ii - to use appropriate key Switch to activate firemen service phase i & ii. Determine whether functioning in accordance With ANSI a17.1 and appropriate rules and record Findings. If testing is not acceptable, corrective Action must be taken |
| <b>CLEAN</b>             | To include the following: clean elevator pits, Car top, car sills, hall sills, hall door tracks, Car door tracks, machine room floor, pumping Units, controller. Cleaning also includes Painting as needed. All electrical relay controls Etc should be kept at a dust-free level  |
| <b>Public Relations</b>  | Mechanic is to check with Building maintenance engineer during each visit And request information regarding any problems Or needs pertaining to the elevator   |

## 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. The bidder must submit a self – attested copies of the work order (s) (details to be filled in the attached format -3) about the works completed within last five years as on 30.11.2015 as a proof of similar work done in Central / state Government Organization / PSU.
4. The agency must be operating in the state of Odisha & having their office located in Odisha.

5. **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 (20014-15).*

6. **Work Experience:**

The bidder must have satisfactorily completed, in his own name, at least two similar works each amounting to **Rs.4.00** Lakhs per year of maintenance services during the last five calendar years prior to the date of submission of bids. Work of similar nature means – **“Providing Comprehensive Annual maintenance contract (AMC) of Building elevators** in a multistoried office – cum – laboratories building.

- Only such works will be considered, which are 100% completed in all respect on or before 31.11.2015. 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 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.)

An undertaking for supply of spares for various assemblies (components) & subassemblies of manufacturer obtaining a clearance from various OEMs shall be submitted.

**7. 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.

A declaration to this effect should be submitted as per format given in **Performa-4** enclosed

## 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.
  - a) **The 'Engineer-in-Charge' means any officer of the level of Assistant Engineer (Electrical) and above duly nominated by competent authority of ILS who shall be in charge of execution of the work, include all officers of ILS senior to him**
  - b) '**Engineer's representative**' shall mean the Engineer(s) authorized legal person(s) to execute the work on behalf of the Engineer-in-Charge.
  - c) '**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.
  - d) 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.
  - e) The expression '**works**' or '**work**' shall unless there be something either in the subject or context repugnant to such maintenance be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
  - f) 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.
  - g) '**Accepting Authority**' shall mean the authority duly authorized to act as such by ILS / Director ILS.
  - h) '**Contract Value**' means the value of the entire 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.
  - i) '**Drawings**' means the Drawings referred to in the contract and any modification of such drawings approved in writing by the Engineer-in-charge and such other drawings as may from time to time be furnished or approved in writing by the Engineer-in-charge.
  - j) '**Month**' shall mean the English Calendar month.
  - k) '**OEM**' shall mean **original equipment manufacturer**
  - l) '**Manager**' shall mean the manager appointed by the contractor for this site.
  - m) **AMC** shall mean Annual Maintenance contract
  - n) 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.
  - o) 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 Performance guarantee including the earnest money deposited with the tender shall be 5% (five percent) of the contract value of the work.** The Earnest Money deposited in the form of Demand Draft

- at the time of tenders will be adjusted as performance guarantee deposit required.
- 1.2 The Security Deposit shall be deducted in cash from monthly account bills @ 5% of work done till the total security deposit reaches required total amount i.e. 5% of the contract value of the work.
  - 1.3 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 viz. labour, etc.
  - 1.5 The Security Deposit shall be refunded without any interest payable on it.

## 2.0 Time allowed

The contract period shall be as specified in the Notice Inviting Tender. The execution of the works shall commence within the period specified under Clause-2.1/Section-1 of tender documents. If the Contractor commits default in commencing the execution 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 **Quarterly bills** for the work done against this contract. The contractor is required to submit along with first bill, the copy of AMC entered into with OEMs or their authorized agency (if any) or agency approved by ILS as the case may be. 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. The contractor should ensure that all employees are covered for all social benefits viz PF, EPS, EDLI and ESI. The contractor shall submit proof of recovery and remittance of the same along with the monthly/running bill for the next month. An indemnification covering ILS shall be submitted against any claim during the execution of the contract or later stage under Employees Provident Fund and workmen Compensation Act before release of payment of First bill.
- 3.2 For any deficiency or defective service, an amount proportionate to the rates quoted by the contractor as given in his Price Bid shall be deducted from the monthly payment made to the contractor. The decision of Engineer-in-charge/competent authority of ILS shall be final in this regard.
- 3.3 Due payment after completion of each month after making any recoveries etc. towards taxes, duties & non-performance as described elsewhere in the bid documents shall be made to the contractor. No payment to the contractor shall be released till the contractor submits the bill for the work done by him. The bills shall be paid monthly. ILS will make all endeavors to release the due payment within 10 days of receipt of certified bill from the contractor.
- 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 Engineer-in-charge. In case of any difference of opinion between the engineer in charge 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. Repeated lapses in doing the work satisfactorily shall result in rescinding the contract as described in clause 4.

## 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:-
  - a) If the Contractor has abandoned the Contract
  - b) If the Contractor has, without reasonable excuse, failed to commence the work considering handing over-taking over period within specified period under clause-2.1/Section-1 of 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.

c) 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 .

d) 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.

e) 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.

f) 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.

g) 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

h) 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.

i) 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

j) 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

k) 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 the same manner as **quarterly bills** and ILS shall pay it within 60 days, after the final certificate of completion furnished by the Engineer-in-Charge. 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.

## **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 Engineer-in-Charge. The contractor shall comply with the provisions of the contract and with the care and diligence & execute and maintain 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 and methods of maintenance.
- 7.2 The contractor is required to obtain approval of Engineer –in-charge in respect of Periodical preventive maintenance schedule for all the assets in the complex under the scope of this contract, within 15 days from the date of letter of award.
- 7.3 The contractor is required to submit the copy of the Service report of OEMs or their authorized agency (if any) or agency approved by ILS (as the case may be) after attending defect/preventive maintenance as per schedule of OEMs or the schedule approved by ILS for the installations for maintenance of which OEMs has not been defined in the tender documents.
- 7.4 The Engineer-in-Charge 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 Engineer-in-Charge 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 Engineer- in-Charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-Charge shall, within one month 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 Engineer-in-Charge 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 Engineer-in-Charge 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 Contractors to Supply Tools & Plants etc.**

The contractor shall provide at his own cost all materials , plant, tools, appliances, implements, ladders, scaffolding and temporary works etc. required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer in charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and / or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

While bringing the equipments inside ILS office complex by the contractor, necessary for execution of the work, the contractor shall get them verified through the representative nominated by Engineer-in-charge and security at the time of commencement of the work. Engineer-in-charge and security and contractor shall keep such verified list of above equipments in records. The gate pass shall be issued to the contractor in respect of those equipments which have been verified in the above list, to enable him to take back his equipment after completion of work.

#### **10.0 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 sub-section (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 thereunder 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 Engineer –in- charge 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.

#### **15.0 INSURANCE:**

The contractor is required to seek Insurance policy against injury or death of his own employees or any third party which may result out of execution of this contract. FM agency is liable to replace /repair ILS property/equipment in the event of fault /damage etc. due to the fault of FM agency. ILS has insured its property. The insurance policy arranged by ILS in this respect may be seen from ILS office for knowing the conditions under which claim can be raised on Insurance Company. Thus, FM agency is required to inform ILS in writing in the event of fault /damage/theft etc. to the property/equipment for the cause other than the fault of FM agency when claim can be raised on the insurance company. FM agency shall pursue on behalf of ILS with the insurance company for realization of the claim to ILS, if so desired by ILS. In case of failure of FM agency to follow the above directives, FM agency shall be solely responsible for losses suffered by ILS in the event of fault /damage etc. to the ILS property.

#### **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 Engineer-in-Charge or the 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 Engineer-in-Charge or the 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 (excluding service tax), payable under the respective statutes. Applicable Service tax shall be paid in first running bill and subsequent running bills shall be entertained only after producing proof of payment of service tax to the concerned authority for the previous month already paid to the contractor (In case service tax payment to the concerned authority is delayed by the contractor, the payment of penalty, interest or any other charges shall be borne by the contractor). However, pursuant to the Constitution (Forty six Amendment) Act, 1982, if any new tax or increase/decrease in tax (except service tax) or levy is imposed by the statute, after the date of receipt of tenders, and the contractors thereupon necessarily and properly pay such taxes/levies the contractor shall be reimbursed the amount so paid on production of proof of payment, provided such payment, if any is not in the opinion of ILS (whose decision shall be final and binding) attributable to delay in execution of work within the control of the contractor. ILS will have no liability whatsoever on any account to pay any taxes, levies, duties etc. levied by Central / State Govt. pertaining to execution of the work.

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 Engineer-in-charge 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 Engineer-in-charge 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 therefrom 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 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**

ILS 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 non-judicial 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.

## 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

- i) Cost of tender paper amounting to Rs.1000.00 in shape of DD drawn in favour of Director, Institute of Life Sciences, Bhubaneswar or the cash receipt in case of tender paper purchased from the Institute.
- ii) EMD amounting to Rs.35, 000/- in shape of DD drawn in favour of Director, Institute of Life Sciences, Bhubaneswar

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

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

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

#### 1.2 Pre-Qualifying (Capability) bid – Envelope 2 shall comprise of;

- a. A Technical offer listing each item of work which the bidder will perform, as given in "Spectrum of services". Against each item, the bidder will give a brief description of the methodology he will adopt for doing the work, the number of persons to be deployed and the equipment. The bidder must quote for providing all the services listed in the "Spectrum of services" (Please see Clause-3 of Section - 1).
- b. Original Bid documents duly signed on all pages by the bidder.
- c. Written Power of Attorney on stamp paper of Rs10/- in favour of person signing the tender documents from authorized signatory of the company.
- d. Copies of affidavit for sole Proprietorship/ Partnership deed/ Memorandum and article of Association along with the details pertaining to place of registration, principal place of business of the firm etc.
- e. An undertaking for supply of spares for various assemblies (components) & subassemblies of manufacturer obtaining a clearance from various OEMs shall be submitted at ILS before negotiation of your offer price.
- f. Documents in support of financial stability of the firm like attested copies of audited balance sheets, profit & loss account statement etc. for the last 3 financial years.
- g. Duly completed Covering Letter as per Proforma – 1 of section 2 (Prequalifying Criteria).
- h. Duly completed Letter of unconditional acceptance as per Proforma – 2 of section 2 (Prequalifying Criteria).
- i. List of similar works completed during last 5 years as per Proforma – 3 of section 2 duly supported by Completion Certificate and other documents as per requirement.
- j. Declaration by the bidder on non-judicial stamp paper of value of Rs.10/- duly attested by notary/Magistrate as per Proforma – 4 of section 2.
- k. Copy of PAN/TIN is to be submitted.

**Note-1.** ILS reserves the right to cross check authenticity of any of the relevant document(s)/ information directly with the issuing authority /authorities at any stage. In case of submission of fraudulent

document/ suppression of information or submission/ providing wrong information by the bidder, or at any stage, if it is found that bidder has secured the contract through fraudulent means, documents, information; his bid is liable to be rejected. , his **earnest money** submitted to ILS shall be forfeited/confiscated and further action shall be taken by ILS as deemed fit.

**Note-2.** All the pages of each supporting document for Pre-Qualification mentioned under clause-11.2 above as well as bid documents, submitted by the bidder shall be signed & stamped by bidder in original. However, copies of supporting document for Pre- Qualification mentioned under Section-2 above, are required to be attested by the bidder as well as by a Gazetted officer or Notary Public with name, designation and stamp of attesting authority clearly shown and these documents are still required to be submitted even if these have been submitted earlier by the bidder along with any other tender or for pre-qualification tender.

### **1.3 Price bid – Envelope;**

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

The price bid should contain the following:-

- i) Price bid shall contain the item rates duly filled in words and figures in Bill of Quantities (BOQ) of Section – 5 of this tender document indicating total of all items.
- ii) Bid price would be inclusive of all consumables like petroleum jelly, contact cleaner & minor painting touch up works etc.
- iii) The rates shall be filled only on the original BOQ format issued to the bidder (Vol. II), duly signed on all pages. Corrections shall be avoided, however if there are certain corrections, all corrections must be duly signed by the bidder in original.
- iv) Every page of the priced bid document will be signed and stamped by the bidder.
- v) Rebate, if offered, shall be shown separately below the total of BOQ items. **No conditional rebate will be acceptable. Failure to follow this procedure will render the bid liable for rejection.**

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

**1.4** Bids must be received in sealed envelope & must be either delivered by hand or posted at the following address so as to reach not later than the last date/time specified in the NIT to **DIRECTOR INSTITUTE OF LIFE SCIENCES, CHANDRASEKHARPUR, BHUBANESWAR-23**. The name and mailing address of the Applicant (bidder) shall be clearly marked on the envelopes. **Bids received late i.e. after the due date and time shall not be accepted/considered for evaluation and such bids shall be returned unopened.**

### **2.0 EARNEST MONEY DEPOSIT (EMD)**

**2.1** The Bidders are required to deposit the EMD in favour of ILS for Rs. **35,000/- for the subject work in following forms only.**

a. Crossed Demand Draft of any Indian Scheduled Bank only, in favour of DIRECTOR, 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 **three 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

### **5.0 RATES AND PRICES**

- 5.1 The bidders shall quote their rates for all items described in the Bill of quantities. Items against which no



rate or price is entered by the bidder will not be paid by the ILS when executed and shall be deemed to be covered by the other rates and/or prices quoted in the bill of quantities.

- 5.2 The bidder should quote their rates in figures as well as in words. In case of discrepancies between **the unit rates quoted in figures and in words, the unit rates quoted in words shall prevail.**
- 5.3 The amount for each item should be worked out and the requisite totals given. In case of discrepancy between the unit rate and the total amount derived from multiplication of unit rate and the quantity, the unit rate as quoted will govern and the total amount will be corrected.
- 5.4 The bidders are not permitted to quote their rates in units other than the units mentioned in the bid documents against the individual items. In case the rates are quoted in units other than the units mentioned in the bid documents, the units mentioned by the bidder shall be ignored and the units mentioned in the bid documents will be deemed to apply for evaluation of the bid as well as the execution of the item.
- 5.5 The rates shall be quoted only on the proper form of the bid and each page of the Bill of Quantities shall be signed. Any cutting or over-writing shall be authenticated by original signature and stamp.
- 5.6 While quoting the rates in the Bill of Quantities the word 'only' should be written closely following the amount and it should not be written in the next line. No gap should be left. Space if any left after writing word 'only' shall be strike out.
- 5.7 Tendered rates must be inclusive of all taxes, duties and levies, payable under the respective statutes. However, pursuant to the Constitution (Forty six Amendment) Act, 1982, if any new tax or increase/decrease in tax(except service tax) or levy is imposed by the statute, after the date of receipt of tenders, and the contractors thereupon necessarily and properly pay such taxes / levies, the contractor shall be reimbursed the amount so paid on production of proof of payment, provided such payment, if any is not in the opinion of ILS (whose decision shall be final and binding) attributable to delay in execution of work within the control of the contractor. ILS will have no liability whatsoever on any account to pay any taxes, levies, duties etc. levied by Central / State Govt. pertaining to execution of the work. **The running bill will be paid to the contractor on quarterly basis subject to satisfactory performance (maintenance) during the said period.**
- 5.8 The rates for all items of work shall, unless clearly specified, otherwise include cost of all labour, material and other inputs involved in the execution of the item.
- 5.9 The rates quoted by the bidders shall be fixed. No compensation on any account shall be paid to the contractors e.g. due to delay in handing over the site, interruption in the work due to any reason (other than those occurring due to war-like situations), reduction in quantities and/or reduction in scope of work.
- 5.10 Under Section 194-C of the income Tax Act, 1961 deduction of Income Tax will be made from the sums paid for carrying out the work under this contract as per the prevailing law.
- 5.11 The Bidder/s shall not increase his/their rate/s in case of negotiation, Negotiations shall not amount to cancellation or withdrawal of original offer and incase negotiations fail rates originally quoted will be binding on the bidder(s).
- 1.12 The bidder/s shall submit an analysis of rates if called upon to do so.

## **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 envelopes duly marking the Envelops as under:-
  - i. First envelop shall be marked as "Cost of Tender Paper and EMD".

- ii. Second Envelop shall be marked as “Technical Bid”
- iii. Third envelop will contain the “Price Bid”.

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

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

- 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.
- 8.2 Bidders must quote for all the services listed in the “Spectrum of services”. ILS reserves the right of accepting the whole or any part of bid or split up the work amongst more than one bidder without assigning any reason whatsoever and the bidder(s) shall be bound to perform the same at the rates quoted.
- 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 Engineer-in-charge shall be communicated to the Engineer-in-charge.

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 DEVIATIONS:**

12.1 ILS will entertain no technical or commercial deviations. In case the bidder notes any ambiguity in the bid documents, it shall be clarified during the pre-bid meeting. In case any condition is put forth by the bidder such bids are liable for rejection.

A categorical confirmation in the form of a certificate as per Proforma – 4 will be furnished by the bidder in this respect.

#### **13.0 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.

**BILL OF QUANTITIES**

**Name of work: Comprehensive Annual Maintenance Contract (AMC) of 5(five) nos. of JOHNSON make Lifts (Building elevators) at Institute of Life Sciences, Bhubaneswar.**

| S.No. | Details of Services  | Unit  | Qty.                      | Rate (Rs.) in words & figures | Amount (Rs.) |
|-------|--|-------|---------------------------|-------------------------------|--------------|
|       | <b>04 nos. of Passenger Lift (6 passengers) &amp; 01 no. Service lift (of “2000 Kg.”).</b> | Month | 1 <sup>st</sup> 12 months |                               |              |
|       |  |       | 2 <sup>nd</sup> 12 months |                               |              |
|       |  |       | 3 <sup>rd</sup> 12 months |                               |              |
|       | <b>Total</b>   |       |                           |                               |              |
|       | <b>Rebate if any</b>   |       |                           |                               |              |
|       | <b>Net Total</b>   |       |                           |                               |              |

**Remarks:** The scope of work under each item of BOQ shall be as per detail given under “Spectrum of Services” in Clause 3.0 of Section – 1.

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
  - d. Amendments to Tender Documents
  - e. Prequalifying Criteria- Section
  - f. Conditions of Contract / Clauses of Contract
  - g. Notice Inviting Tender and Instructions to bidders-

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

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

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

SIGNED, SEALED AND DELIVERED BY

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

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

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

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

On behalf of: Contractor

On behalf of ILS

In the presence of

In the presence of

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

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

2. \_\_\_\_\_

2. \_\_\_\_\_

No.

Date:

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 18 months. I/we agree to abide by this tender for a period of 4 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.35,000**( Rs. Thirty five thousand) towards earnest money deposit in the form of demand draft/ Pay order bearing no.....drawn on .....dated.....in terms of the Instruction to Bidders is enclosed.
  - b. Sum of Rs.1000.00 towards cost of tender document if (downloaded) in the shape of Demand draft bearing no.....drawn on ..... dated.....is enclosed.
4. Unless and until an agreement is prepared and executed, this bid, together with ILS written acceptance thereof, shall constitute a binding contract between us.
5. We understand that ILS is not bound to accept the lowest or any bid ILS may receive.
6. Name of the partner/ representative of the firm authorized to sign:

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

Or

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

Yours faithfully,

Signature of the Bidder

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

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

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

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

- (a) bids by pre-qualified bidders will be subject to verification of all information submitted for pre-qualification at the time of bidding.
- (b) ILS reserve the right to :
  - i) Amend the scope and value of any contracts bid under this work.
  - ii) Reject or accept any bid, cancel the pre-qualification process and/or bidding process, and reject all the bids and

ILS shall not be liable for any such action and shall be under no obligation to inform the bidder of the grounds for the 7(b) above.

Signature of Authorised Representative of the bidder

Bidder's Stamp-



**Letter for Unconditional acceptance of Bid Conditions**

No.

Dated

To,

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

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

Sir,

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

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

Designation .....

Date.....

Bidder's Stamp

**Proforma - 3**

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

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

- 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.
- Note-2: ILS reserves the right to cross checks the certificate(s) directly with the issuing authority /authorities/clients or any other firm/ party.
- 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.
- Note-4: The bidder shall number the pages of the documents submitted by him against Pre-qualification requirements/Criteria and such reference number of relevant completion certificate(s) against completed work(s) if any shall be indicated under Column.no.11 of above table.

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

Bidder's Stamp

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

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

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

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

Signature of Authorized Representative of the bidder

Bidder's Stamp

