

Interested parties may also download the tender papers from the internet and submit the same duly filled in to the Institute on or before the last date along with Rs.500/- (Rupees Five Hundred only) in shape of Demand Draft drawn in favour of Institute of Physics, payable at Bhubaneswar towards the cost of tender papers. This Rs.500/- does not include the cost of EMD to be deposited along with tenders and is not refundable.

Please note that

**The last date of receipt of tenders is extended from
1.30 P.M. of 26.02.2010
to
3.00 P.M. of 08.03.2010.**

INSTITUTE OF PHYSICS

*(AN AUTONOMOUS RESEARCH INSTITUTION OF DEPARTMENT OF ATOMIC ENERGY
GOVERNMENT OF INDIA)*

P.O. SAINIK SCHOOL, BHUBANESWAR-751005

TENDER DOCUMENT

(11 pages)

FOR

**“Repair & Maintenance of 750KVA, 33/0.433KV, off load tap
changer, CGL make, Distribution Transformer”**

Institute of Physics

(An autonomous Research Institute of Department of Atomic Energy, Govt. of India)
P:O: Sainik School, Bhubaneswar, Orissa-751005

TENDER CALL NOTICE **FOR ELECTRICAL WORK**

Sealed tenders in two bid system (Technical & Financial bid separately) are invited from the Electrical Contractors with valid electrical contractor license issued by Chief Electrical Inspector, Government of Orissa for the “Repair & Maintenance of 750KVA, 33/0.432KV, off load tap changer, CGL make, Distribution Transformer”. For details log on to www.iopb.res.in.

The estimated cost of the total job is Rs. 2,09,600.00 only.

The sale of tender paper will be from 24.03.2010 to 05.04.2010 up to 12 noon.

The tender papers will be received up to 3PM on 05.04.2010 and Technical Bid will be opened on the same day at 4.30PM.

The authority reserves the right to reject any or all tenders without assigning any reason thereof.

REGISTRAR

TECHNICAL BID

TENDER CALL NOTICE

Sealed tenders are invited by the “Director”, Institute of Physics, Bhubaneswar-751005, Orissa, comprising of technical and financial bid separately, from registered and reputed contractors, with valid Electrical License issued by Electrical Inspector of Government of Orissa for the “Repair & Maintenance of 750KVA, 33/0.433KV, off load tap changer, CGL make, Distribution Transformer”.

Name of the work	Estimated Cost	Cost of the tender EMD required for the work	Time for completion of work
“Repair & Maintenance of 750KVA, 33/0.433KV, off load tap changer, CGL make, Distribution Transformer”.	Rs. 2,09,600.00 (Rupees Two Lakh Nine Thousand Six Hundred only)	Rs.200.00	(Rupees Five thousand two hundred fifty only) 45 days from the date of issue of work order

The tender documents may be purchased from the office (Accounts Section) on payment of Rs.200.00 (Rupees two hundred only) (non refundable) by cash during the office hours from 10AM to 3 PM on working days only.

Bidders may download the Tender Documents and submit their bids as per the procedure mentioned in the tender document accompanied by a DD of Rs.200.00 (Non refundable) favoring “Institute of Physics” payable at “Bhubaneswar” towards the cost of tender paper along with the DD for EMD and other documents.

The estimated cost of the work is Rs.2,09,600.00 (Rupees two lakh nine thousand six hundred only).

The sale of tender paper will be from 24.03.2010 to 05.04.2010 up to 12 noon.

The tender papers will be received up to 3PM on 05.04.2010 and Technical Bid will be opened on the same day at 4.30PM (in case that day becomes a non-working day tenders (Technical Bid) shall be opened on next working day at the same time). The bidders or their authorized representative may be present at the time of opening the tender (technical bid). The Price bid will be opened on a suitable date after evaluation of the technical bid and the same date will be intimated to the technically successful bidders, who can depute their representatives to witness the opening of price bid.

The tender paper should accompany the documents as mentioned in item no.1 of Special Instruction to the tenderers at the time of submission of the tender. In absence of any of the documents listed there tender papers will not be entertained.

Address for submission of tender: DIRECTOR, INSTITUTE OF PHYSICS, BHUBANESWAR – 751005, ORISSA.

Tenders should be submitted in sealed envelopes in two parts separately, i.e. “Technical bid” and “Price bid”. Both the parts should be further sealed in an envelope super-scribing Tender no. & name of work i.e. “Repair & Maintenance of 750KVA, 33/0.433KV, off load tap changer, CGL make, Distribution Transformer”, due date for opening, bidder’s name and address. The tender duly filled in & signed on each page, accepting the terms and conditions, may be sent to above mentioned address either by post or hand delivered in tender box kept in the office of the Director; It should not be handed over to any employee of the Institute. No tender shall be accepted later than the time schedule specified above. Institute will not be responsible for delay in transit if sent by post.

- Note: 1) The tenderer is requested to go through the tender documents in detail and visit the work site to make himself conversant regarding the work before filling up the tender paper.
- 3) The bidder should have the experience of having successful completion of similar type work during last three years.
- 2) Director, Institute of Physics reserves the right to reject any or all tenders without assigning any reason thereof.

REGISTRAR

PART - II
SPECIAL INSTRUCTIONS TO TENDERERS

PART-II: SPECIAL INSTRUCTIONS TO TENDERERS:

1. **Introduction:** Sealed tenders are invited on two part basis (i.e. 1. Technical Bid & 2. Price Bid), by the “Director”, Institute of Physics, Bhubaneswar, Orissa for the work of “Repair & Maintenance of 750KVA, 33/0.433KV, off load tap changer, CGL make, Distribution Transformer”. The tender paper consists of the following:

TECHNICAL BID

- Part-I - Tender Notice (Signed with seal on all pages by the bidder)
- Part-II -Special Instructions to tenderers (Signed with seal on all pages by the bidder)
- ANNEXURE-I - (Form for the credential of the bidder)
- Draft for EMD - Draft towards cost of tender paper or the cash payment receipt if purchased from IOP.
- Documents - Copy of PAN card, VAT clearance certificate, Copy of the Valid Electrical Contractor License
- Credentials - All documents related to credentials i.e. work orders with schedule of quantities for similar type of work, completion certificates, Registration certificates etc.
- Tools/ Infrastructure - List of equipments, accessories and infrastructure facilities possessed by the bidder

PRICE BID - Schedule of quantities and rates

2. **Acceptance of Tenders:**

The “Director, Institute of Physics, Bhubaneswar reserves the right to reject any or all tenders without assigning any reasons therefore. The lowest or any tender will not necessarily be accepted. Any tender not supported by the information requested in tender documents or not complying the provisions in the tender is liable to be rejected.

3. **Compliance with specification and tender clarifications:**

Each bid shall be deemed to be in full compliance with every clause of the specifications asked, unless exceptions are clearly defined and set forth in a separate sheet.

The tenderer shall note that if any clarifications regarding specifications, conditions of contract, schedule of quantities and scope of work required, he should contact Institute of Physics, Engineer-in-Charge. No claim on account of any ambiguity in any respect will be entertained after issue of work order.

4. **Sub Contractors:**

The contractor shall not sublet any/ whole part of the work without written consent of the competent authority of Institute of Physics.

5. **PRICES:**

The tenderers shall bid for the works in Indian Rupees for the Items listed in PRICE BID – Schedule of quantities and Rates.

Each tenderer shall submit unit prices and total price (as per schedule of quantities and rates)

The quantities mentioned in this schedule (Price – Bid – Schedule of quantities and Rates) shall be considered approximate only and the unit price entered in the schedule shall apply to the actual quantities measured in the completed work in accordance with the specifications. The prices quoted by the tenderer shall include the full cost of material, labour, equipment, transportation, overheads, insurance, taxes, profit and other costs associated with the completion of the work involved under the items and shall account for the full scope of the work.

Income Tax and Work Contract Tax at the prescribed rate shall be deducted at source from your bill and will be deposited with the concerned authority. Necessary TDS certificate will be issued in your favor. The tenderer's prices shall include all insurance, taxes and duties, all traveling, transportation and accommodation costs of all his staff including supervisory personnel.

6. **Miscellaneous Works:**

In addition to the items of work specifically set out in the form of tender schedule to be performed by the contractor as per the agreement, the contractor shall at the request of Engineer, whose decision in this regard shall be final, perform such works and supply such materials, facilities and services which are contingent to the work covered by the contract or are required for the completion of the works.

7. **Co-ordination of Works:**

The contractor shall plan his works suitably so as to avoid interference with the operations of the existing systems and the work will be carried out with minimum shut down of PDBs to be connected.

8 **Information to be included with the tender:** The tender shall be submitted as mentioned below:

8.1 **PRICE-BID:** All supporting data as required in PRICE-BID i.e. Schedule of Quantities and Rates has to be filled in the space provided in the same and to be submitted in separate sealed envelope as Price Bid. No other document is to be kept inside this envelope and the envelope is to be super scribed as *“Price Bid for the Repair & Maintenance of 750KVA, 33/0.433KV, off load tap changer, CGL make, Distribution Transformer”*. In this bid the bidder is required to quote his rates/ prices for the works mentioned in the scope of work & technical specifications. The rates/ price should be inclusive of all material cost, labor,

services, charges for the plant/ machinery/ tools & tackles required for work, freight, insurance, octroi, Govt. duties, taxes, levies up to IOP site basis. No charges towards quantity variation, escalation, site difficulties, other hidden cost even though they may not have been explicitly mentioned in the scope and schedule of works shall be payable extra or separately. It is mandatory on bidder to quote all items rate as asked for in the BOQ/ Price schedule. Failure to adhere to this condition will lead to rejection of tender. The bidders should quote unconditional rates, neatly written without any overwriting/ white fluid/ erasing and duly signed & stamped at all pages.

8.2 **TECHNICAL-BID:** In this bid, the bidder should submit the documents as mentioned above in item no.1. No deviations in respect of tender conditions are acceptable. **The bidder is required to attach entire tender conditions including the annexure (excluding Price Bid) & Drawings duly signed & stamped on each page as a token of acceptance to the tender conditions with this bid.** This envelope is to be super scribed as *“Technical Bid for the Repair & Maintenance of 750KVA, 33/0.433KV, off load tap changer, CGL make, Distribution Transformer”*. The following specific conditions/ documents are essential for pre-qualification:

8.2.1 The full tender document duly signed by the bidder on each page with seal has to be submitted as a token of acceptance of the terms and conditions mentioned therein.

8.2.2 Receipt of the cash deposit for the cost of tender paper/ DD towards the same

8.2.3 The tenders shall contain sufficient information to permit a detailed comparison and evaluation of the tenders.

8.2.4 Copies of work orders of the similar works executed earlier shall be enclosed.

8.2.5 Schedule of similar works executed earlier shall be submitted (Annexure-V).

8.2.6 Details of any deviations from the specifications.

8.2.7 Copy of TIN under VAT & PAN under IT act.

8.2.8 Copy of the Valid Electrical Contractor License.

8.2.9 Draft for EMD

Both the parts (Technical Bid & Price Bid) should be further sealed in an envelope super-scribing Tender no. & name of work (Repair & Maintenance of 750KVA, 33/0.433KV, off load tap changer, CGL make, Distribution Transformer”), due date for opening, bidder’s name and address. The tender duly filled in & signed on each page, accepting the terms and conditions may be sent to DIRECTOR, INSTITUTE OF PHYSICS, BHUBANESWAR – 751005, ORISSA, either by post or hand delivered in tender box kept in the office of the Director, It should not be handed over to any employee of the Institute. No tender shall be accepted later than the time schedule specified above. Institute will not be responsible for delay in transit if sent by post.

09 **Terms and Payment:** 90% of the total work order value will be paid after supply, installation, testing and successful commissioning of all equipments. Balance 10% will be retained as security deposit, which will be refunded after successful completion of defect liability period (Guarantee period).

10 **Penalty for the delay in completion:** If the contractor fails to execute and complete the work within the time specified i.e. 3 months from the date of work order or within the period of extension granted, except is so far as the delay is on the IOP account, the contractor shall accept reduction in the total amount payable to him by the IOP at the rate of **0.5% (Half percent) per**

week of the contract value for the actual pay occasioned and until the work shall have been completed under the contract. Subject to maximum deduction of 5% of the total value of the work.

11 **Proof of Ability:** The contractor shall submit the details of similar works executed by him in the form given in the Annexure-V as a proof of his ability to carry put the specified work.

12 **Increase or Decrease in Scope of Work:** The contractor shall carry out extra work at their quoted prices in their tender document for respective items of work so long as the entire total cost of the work executed is within the limits of $\pm 25\%$ of the contract value. **The quantities mentioned in schedule of quantities are indicative only and actual requirement may vary in field.**

13 **Guarantee:** All supplied materials including hardware's and work executed by the contractor shall be guaranteed for one year from the date of commissioning.

14. **VALIDITY:** The tenders submitted should remain valid for acceptance for a period of 180 days from the date set for opening of the tender. The tenderer shall not be entitled during the said period of validity to revoke or cancel his tender or vary the tender given or any item thereof. In case of tenderer revoking or canceling his tender, varying any terms in regard thereof, the earnest money paid by the tenderer along with the tender shall be forfeited by the Institute of Physics.

15 **Security Deposit:** 10% of contract value will be deducted as security deposit and will be released after one year from the date of completion of work (Defect liability period). No interest shall be paid on EMD/ Security deposit or the amount to the contractor under contract. However the amount towards security deposit can be released against submission of Bank Guarantee for the equivalent amount valid for the defect liability period by the contractor issued by a Nationalized/ Schedule Bank.

16 **EMD:** An earnest money of Rs.5250.00 (Rupees Five thousand two hundred fifty only) has to be deposited along with the technical bid. The EMD shall be only in the form of Bank Draft in favor of Institute of Physics, payable at Bhubaneswar. No Cheques/ cash shall be accepted. EMD of technically disqualified bidders will be returned within 30 days from the date of evaluation of the technical bids. EMD of successful bidder will be retained by IOP during pendency of the contract & shall be adjusted towards security deposit. No interest shall be given on such EMD

18. **Escalation:** No escalation over and above items' rates quoted by the bidder shall be paid during the execution of contract.

19 **Rights reserved by IOP:** Institute of Physics reserves the right to reject any or all the tenders in full or in part without assigning any reasons whatsoever, and the decision of the Institute in this regard will be binding on all the bidders. Tenders not complying any of the provisions stated in this tender document are liable to be rejected. **Director, IOP reserves the right to accept or reject any tender, either in full or part, without assigning any reasons thereof and does not bind himself to accept the lowest tender.**

20. **Entry and exit of materials from IOP campus:** Materials belonging to the contractor whether consumable or non consumable should be brought inside the IOP campus with proper entry at the main gate and any material to be taken out with proper gate pass issued by the Institute.

21. **Termination of the contract:** The Director, IOP reserves the right to terminate the contract on account of poor workmanship, failure to mobilize site, non-compliance of set norms/ specifications for the works, delay in progress of work, violation of any contract provisions by the contractor. In such cases the contractor is liable to pay liquidated damages amounting to 10% of the total work value.
22. **Communication Address of Bidder:** Bidder should mention their detailed contact address, telephone & Fax number, E-mail address, name of authorized contact person for this tender, mobile phone number etc. in their letter head pad and same is to be attached along with the technical bid.
23. **Dispute:** Any dispute arising out of this contract will be subjected to jurisdiction of Bhubaneswar.
24. **Statutory condition:** Tender once submitted will remain with the Institute and will never be returned to the bidders. The bids will be IOP property.

Signature of the tenderer with seal

ANNEXURE-I

WORKS COMPLETED AND IN PROGRESS DURING THE LAST 3 YEARS (INCLUDING ALL WORKS AWARDED)

{ADD ADDITIONAL SHEETS, IF NECESSARY}

Sl. No	Name of Work	Date of start	<u>Date of Completion</u>		Reason for delay & compensation levied if any	Tendered Cost	Net Amount received	Name Designation & Complete address of the Authority for whom the Work was done
			<i>Stipulated</i>	<i>Actual</i>				

Signature of the tenderer with seal

PRICE BID (3 pages)

(THIS IS THE ONLY DOCUMENT TO BE SUBMITTED IN PRICE BID ENVELOPE OF BID)

Name of the work: Repair of 750KVA, 33/0.433KV, CGL make Transformer with indoor type HT bushing, & associated works at IOP, Bhubaneswar.

Sl. No.	Description	Qty	Rate			Unit	Amount
			Supply	Install	Total		
1	Repair, oil filtration, painting, cleaning of winding & core, etc of the Transformer of 750KVA, 33/0.433KV, indoor type HT bushing, CGL make, Serial no.V7524, Year of manufacture - 1990						
1.1	<p>Supply & Replacement of complete gasket set including HT & LT oil seals provided in the Transformer of 750KVA, 33/0.433KV, indoor type HT bushing, CGL make, with new gasket set made out of RC-70, Neoprene Cork/ Rubber material exclusively suitable for oil immersed, high capacity distribution transformer. The scope of this job includes the following:</p> <ol style="list-style-type: none"> 1. Insulation resistance of the HT and LT winding with ground/ body/ core & between the phases of the transformer is to be noted before starting any type of work on the transformer with the help of a 5 KV megger (to be arranged by the contractor). 2. Removal of the transformer oil and storing the same in suitable drums (to be supplied by the contractor on returnable basis). 3. Dismantling of the transformer and to disconnect the HT & LT cables, where ever required for removal of the old gasket and old oil seals. 4. To supply & provide the suitable new gasket set & oil seals as per requirement. 5. Re-Assembling/Fixing back the complete transformer ready to use, after replacement of the gasket set/ oil seals. 6. Transformer is to be filled back with transformer oil. 7. Transformer is to be tested for oil leakage from all joints. 8. Insulation resistance of the HT and LT winding with ground/ body/ core of the transformer is to be noted after completion of all the above points, with the help of a 5KV/ 1KV megger (to be arranged by the contractor). 	01				job	

	<p>9. Supply & Replacement of hardware's wherever required during the progress of above mentioned activities.</p> <p>10. All type of tools & tackles, manpower, use of overhead chain pulley/ crane and other accessories required for accomplishment of the above mentioned job is under the scope of this job and no extra cost will be paid for the same.</p>						
1.2	<p>Lifting the core & winding assembly from main tank, cleaning with hot oil, cleaning the main tank, removing the sludge formed inside tank again box-up & tanking including engineering & supervision. This job is to be carried out with proper planning and co-ordination with the job as mentioned in item no.1.1.</p> <p>All type of tools & tackles, manpower, use of overhead chain pulley/ crane and other accessories required for accomplishment of this job is under the scope of this job and no extra cost will be paid for the same.</p>	01					job
1.3	<p>Dismantling & Reinstallation of the temporary shed over the Transformer:</p> <p>The scope of this job includes the following points:</p> <ol style="list-style-type: none"> 1. The temporary corrugated tin shed provided over the transformer is to be dismantled for easy access to the transformer for execution of the jobs required for repair of transformer. During dismantling all care is to be taken to safe guard all the parts of structure, which will be reinstalled back after the repair work. 2. The complete room of the transformer is to be covered with tarpaulin (returnable basis) during progress of the repair work to prohibit the moisture ingress in the transformer oil, core & winding. If required the necessary supports for spreading the tarpaulin is to be provided. At least 4 numbers of Halogen-1000W lights with wires (returnable basis) for connection from the nearest LT panel room are to be provided inside the transformer room for lighting and keeping the surrounding warm. 3. After completion of the repair work of the transformer, the temporary shed over the transformer is to be reinstalled all as per the earlier structure before dismantling. 	01					job
1.4	<p>Filtration of transformer oil of above referred transformer at site with high vacuum machine including testing of breakdown value and acidity of oil and topping of oil after filtration, all as per relevant IS specifications and as per instructions of EIC</p>	01					job
1.5	<p>Supply of new transformer oil (EHT grade) as per IS: 335- 1972 in non</p>	1300					litre

	returnable drums.							
1.6	Supply & installation of new Bucchholz relay as a replacement of the existing Bucchholz relay (if required)	01				set		
1.7	Supply & installation of new HV bushing complete as a replacement of existing bushing (if required).	01				set		
1.8	Supply & installation of new LV bushing complete as a replacement of existing bushing (if required).	01				set		
1.9	Supply & installation of Silica Gel Breather set as a replacement of existing Breather (if required).	01				set		
1.10	<p>Painting of the transformer:</p> <p>The scope of this job includes the following points:</p> <ol style="list-style-type: none"> 1. The complete body of the transformer is to be cleaned free from oil and dirt with the help of moping cloth and cleaning agents if required. 2. All roughness and oxidized points are to be cleaned with the help of suitable emery cloths with a precaution and without causing any damage to the body of the transformer. 3. Two coats of red oxide/ primer is to be applied through fine nozzle, compressed air, spray painting machine. 4. Two coats of suitable synthetic enamel paint is to be applied through fine nozzle, compressed air, spray painting machine 	01				job		
1.11	<p>Supply & providing the HT insulation booting/ HT tape of 33KV grade over the HV terminals (if required). The HT booting should be preferably of Raychem make.</p> <p>Supply & Complete sealing of the HV terminal/ cable end box joints by applying suitable sealing agent on all joints (if required).</p>	01				job		
1.12	Supply installation of GI Nuts and Bolts with washers, to replace the worn out nuts & bolts of the transformer.	20				kg		
1.13	Supply & installation of new conservator tank viewing glass as a replacement of the existing viewing glass.	01				No.		
Total approximate estimated value								



INSTITUTE OF PHYSICS
BHUBANESWAR-751005, INDIA

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(An Autonomous research institute of Dept. of Atomic Energy, Govt. of India)

TENDER DOCUMENTS (Non-transferable)

NAME OF WORK: DEPLOYMENT OF LABOUR CONTRACTOR FOR PROVIDING
CONTRACT WORKERS TO INSTITUTE OF PHYSICS, BHUBANESWAR

C_O_N_T_A_I_N_S

Sl.No.	Description	No. of page
1	Notice inviting tender	2
2	Quotations	3
3	Terms & conditions	4-10
4	Annexure	11-12

- NOTE: 1. Tender documents are non-transferable and will be used by the Contractor Only to whom these are issued.
2. Tenders should ensure that they have received all the above papers.
 3. All these documents are to be returned, duly signed by the Tenderer on each page, while submitting the offer.
 4. Wages per day and service charges (in %) only to be entered under the head of "Description " in the quotation. The quotation with any changes in category, Nos. of person proposed to be deployed etc. will not be accepted.

TENDER ISSUED TO

M/s. _____

_____ on date _____

SIGNATURE OF THE OFFICER ISSUEING TENDER



INSTITUTE OF PHYSICS
BHUBANESWAR-751005, INDIA

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(An Autonomous research institute of Dept. of Atomic Energy, Govt. of India)

No _____/IP,

Date _____

NOTICE INVITING TENDERS

Sealed tenders are invited from reputed registered contractors/ society/ trust who are capable of supplying labour of various category and obtain license from Approved Authority under central Labour (Regulation & Abolition) Act, 1970 after the contract is awarded for providing Contract Workers on job contract basis. The contractor(s) have to comply with the provision of minimum wages Act, Contract Labour (Regulation & Abolition) Act, 1970 and other provisions of Labour laws.

Registered Contractors/Society/Trust earnestly interested to provide different category of Labours (i.e. Un-skilled, semi-skilled, Skilled & High skilled) to IOP, Bhubaneswar may apply for issue of tender document with copy of registration of their firm/society/trust.

The tender papers with detailed terms and conditions may be obtained from the office of the undersigned on payment of Rs.500/- (Rupees five hundred only) (Non refundable) towards the cost of tender paper. The last date of receipt of application for issue of tender document is 26.02.2010 upto 1.30 P.M. during office hours (except holidays). The EMD may be submitted in the form of A/C payee demand draft from any nationalized bank in favour of the "Director, Institute of Physics, Bhubaneswar-751005 "

Tender along with Earnest Money Deposit (EMD) may be submitted in a sealed cover super scribing on the outer envelop "**Tender for providing Contract workers**" addressed to **Director, Institute of Physics, P.O: Sainik School, Bhubaneswar-751005**. Incomplete tender or tenders received without EMD will be rejected. Last date for submission of completed tender is 26.02.2010 **upto 3.00 P.M.** and same will be opened on 26.02.2010 at 3.30 P.M. in presence of tenderers or their authorized representatives, if any. The tender notice can be seen in IOP's web site **<http://www.iopb.res.in>**. The completed tender may be submitted in the Tender Box kept at the entrance of this Institute's Adm. Building within the due date and time. Those who want to send the same through post should ensure that completed tender paper reaches before the due date and time positively. The Institute will not be responsible for any postal delay, mistaken delivery, wrong address etc. Tender received after due date & time will be summarily rejected.

Director, Institute of Physics reserves the right to accept/reject any or all the tenders without assigning any reasons thereof.

CHAIRMAN



INSTITUTE OF PHYSICS
BHUBANESWAR-751005, INDIA

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(An Autonomous research institute of Dept. of Atomic Energy, Govt. of India)

Q_U_O_T_A_T_I_O_N

DESCRIPTION

TABLE-1

SL.NO. (1)	Category (2)	Wages per day (Rs.) (3)
1	Un-skilled worker	
2	Semi – skilled worker	
3	Skilled worker	
4	Highly skilled worker	
5	Deployment of sweeping and cleaning personnel excluding activities prohibited under the Employment of manual Scavengers and construction of Dry Latrines (Prohibition) Act, 1993.	

TABLE-2

SL.NO. (1)	Category (2)	% of wages (3)
1	Service charges (in %) *	

* Service charges will be paid on the basic wages only and it should be uniform for all the categories of workers.

Statutory Charges: EPF, ESI, Bonus and Service Tax will be paid as per rules.

Enclosed earnest Money deposit (EMD) in the form of Demand Draft
No. _____ dated _____ for Rs.15,000/- (Rupees fifteen
thousand only) drawn in favour of Director, Institute of Physics, Bhubaneswar

Certified that I/We have read the tender documents and the scope of work as laid down in para 1.0 of the enclosed terms and conditions and have fully understood the contents thereof. I/we undertake to abide by the terms and conditions laid down in the tender documents.

Dated :

SIGNATURE OF THE TENDERER
Full address with Seal, e-mail address,
phone number, mobile number etc.

TERMS AND CONDITIONS

The Registered Contractors/Society/Trust holding valid license under Contract Labour (Regulation and Abolition) Act, 1970 are only eligible to bid for this contract. It should be ensured that there is no legal or any other bar for them in this respect. They shall be solely liable for any violation of the provisions of the said Act or any other related Act.

1.0 SCOPE OF WORK

The contractor shall provide different categories of labourers (i.e. Unskilled, Semi-skilled, Skilled & Highly skilled) to Institute Of Physics, Bhubaneswar as per the requirement from time to time. Before submitting the tender papers, the tenderer should inspect the site/location, nature of work, working condition and movement of labourer etc. No claim whatsoever will be entertained for any alleged ignorance or otherwise under any circumstances after the award of the contract.

2.0 DURATION

The duration of the contract shall be initially for a period of one year from the date of commencement of the work. The contract can be extended on such terms and conditions as are mutually agreed upon. The Director, Institute of Physics, Bhubaneswar will have the right to terminate the contract at any time without assigning any reasons.

3.0 QUOTATION

- 3.1** The contractor should quote the rates per day in table-1 at page -3 as mentioned in the proper place of the quotation.
- 3.2** Expect writing of rates and amount, the tenderer should not write any conditions or make any changes, additions alterations and modifications in the tender. Tenderers who are desirous to offer rebate, the same should be brought out separately in the covering letter and submitted along with the tender. However, conditional tender will be summarily rejected.

3.3 while quoting the amount, the Contractor must keep in view as follows:-

- i) the institute shall reimburse the amount of service tax, if any paid by the Contractor to the authorities on account of the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same.
- ii) All required items for the work will be provided by the Institute. Contractor has to arrange only workers of different categories depending upon the nature of work.

3.4 The Tenderer must ensure that the wages to be paid to the workers engaged against the contract should not be less than the minimum wages as per the Minimum Wages Act (Central Govt.), as amended from time to time and applicable in Bhubaneswar, orissa. The differential payment on account of revision in wages by the appropriate authority from time to time shall be payable by Institute of Physics to the Contractor.

3.5 Bonus as per provision of Bonus Act may be paid to the staff engaged by the contractor and the same shall be reimbursed to the contractor on production of proof of payment.

3.6 The amount quoted against different categories of labour should not be less than the amount of minimum wages as prescribed by the Central Govt., otherwise, the tender will be out-rightly rejected by the competent Authority, IOP, Bhubaneswar-751005. The EPF, ESI, Bonus and service Taxes shall be reimbursed on production of proof of payment of the same to the appropriate statutory authority.

4.0 INCOME TAX

Income tax at applicable rate will be deducted from the total sum paid against the monthly bill of the contractor.

5.0 SECURITY DEPOSIT

The contractor shall furnish a Security Deposit Rs.25,000/- (Rupees twenty five thousand only) by way of performance Bank Guarantee in favour of the institute that is valid for the period of contract and another one month for claim judgment period.

6.0 INDEMNIFICATION

- 6.1 The contractor shall keep the IOP indemnified against all claims whatsoever in respect of the employees deployed by him. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case IOP is made party and is supposed to contest the case, the IOP will be reimbursed by the Contractor the actual expenses incurred towards Counsel fee and other expenses. The Contractor shall pay it in advance to IOP on demand. Further, the Contractor shall ensure that no financial or any other liability comes on IOP in this respect and shall keep IOP indemnified.
- 6.2 The contractor shall further keep the IOP indemnified against any loss or damage to the IOP property and assets. The IOP shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under the contract.

7.0 AGREEMENT

The contract agreement is to be signed by the Contractor before commencement of the work. The Earnest Money shall be forfeited if the contractor fails to execute the agreement within the period specified in the award and start work accordingly. The proforma of agreement is placed here for information.

8.0 CONTRACTOR'S OBLIGATIONS

- 8.1 The Contractor shall obtain a valid licence under the central Labour (R& A) Act, 1970 from regional Labour Commissioner (central) or Asstt. Labour Commissioner (Central), Bhubaneswar before the commencement of work and continue to have the same till completion of the contract. The Contractor shall also maintain all statutory records as may be required from time to time under the said Act, and furnish the same for verification by the Employer/Labour Authority as and when required. The Contractor shall also abide by the provisions of the Child Labour (Provision and Regulation) Act, 1986 and will not employ any labour below the age of 18 years.
- 8.2 Payment of wages to the workers should be made by the contractor in the presence of authorized persons at the institute.

- 8.3 The persons deployed by the Contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of 'Employer' and "Employee" between the said persons and the IOP shall accrue/arise implicitly or explicitly.
- 8.4 In case, any of the persons so deployed by the contractor dose not come upto the mark and do not perform his duties properly or indulges in any unlawful riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the IOP in this respect. Further, the contractor shall immediately replace the said person on demand of the Director, Institute of Physics in case of any of the aforesaid acts.
- 8.5 The contractor shall ensure that the persons are punctual and disciplined in performance of their duties. It is further agreed that he shall engage medically and physically fit persons preferably below the age of 50 years; but not below the age of 18 years.
- 8.6 The contractor shall at his own cost, if required, take necessary insurance cover in respect of the persons employed for the aforesaid services to IOP and shall comply with the statutory provisions of Central labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act: Workman's Compensation Act,1923: payment of wages Act,1936; The employees Provident Fund (and Miscellaneous provisions) Act 1952; The payment of Bonus Act, 1965; the minimum wages Act, 1948; Employer's Liability Act, 1938; Employment of Children Act, 1938 and /or any other Rules/ regulations and/or statutes that may be applicable to them and shall further keep the IOP indemnified from all acts of omission, fault, breaches and/or any claim, demand; loss; injury and expense arising out from the non compliance of the aforesaid statutory provision. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Act, rules/regulations and/or any bye-laws or rules framed under any of these, IOP shall be entitled to recover any such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from his monthly payments.

- 8.7 The Contractor shall submit the proof for depositing/paying the amount of contribution claimed by him on account of ESI, EPF & Bonus towards the persons deployed at IOP premises in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI, EPF & Bonus contribution will be withheld till submission of required documents.
- 8.8 The contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of life and property of Institute of Physics.
- 8.9 The contractor shall deploy his persons in such a way that they may get weekly rest. The working hours/leave for them do not violate relevant provisions of shops and Establishment Act. The Contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the Contractor committing a default or breach of any of the provisions of the labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall (without prejudice to any other liability) pay to the Director, Institute of Physics, Bhubaneswar, a sum as may be claimed by thereof it.

9.0 PENALTIES/LIABILITIES

In case, the contractor violates any of the terms and conditions of the agreement or commits any fault or their services are not to the entire satisfaction of Director, institute of Physics, Bhubaneswar or any officer authorized by him, a penalty leading to a deduction upto a maximum of 10 % of the total amount bill for particular month will be imposed on him.

10.00 TERMINATION OF CONTRACT

10.1 The contractor shall be terminated on any of the following contingencies:-

- a) on the expiry of the contract period as stated above;

- b) By giving one month's notice by IOP on account of :
 - i) committing breach by the Contractor of any of the terms and conditions of this agreement;
 - ii) assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the Director, IOP.
- c) On contractor being declared insolvent by the Court of Law.

10.2 During the notice period for termination of the contract, in the situation contemplated above, the Contractor shall keep on discharging his duties as before till the expiry of notice period.

10.3 It shall be the duty of the contractor to remove all the persons, deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption /hindrance/problem of any nature for Institute.

11.00 ARBITRATION

11.1 In the event of any questions, dispute/difference arising under the contract or agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to the sole arbitration to Director, Institute of Physics or his nominee. The award of the arbitrator shall be final and binding on the parties.

11.2 Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

12 VALIDITY OF TENDER

12.1 Tenders submitted by the Contractor shall remain valid for **90 days** from the date of opening for the purpose of acceptance and award of work and validity beyond 90 days from the date of opening shall be by mutual consent.

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The Director, Institute of Physics, Bhubaneswar does not bind himself to accept the lowest tender or any other tender and reserves to himself the right of accepting the whole or any part of the tender without assigning any reasons and the tenderer shall be bound to comply with the same at the rates quoted.

Canvassing in any form in connection with the tender is prohibited and the tenders submitted by the Contractor/s who resort to canvassing, are liable for rejection.

CHAIRMAN

INSTITUTE OF PHYSICS
BHUBANESWAR-751005, INDIA

(An Autonomous research institute of Dept. of atomic energy, Govt. of India)

ANNEXURE- A

1. Persons engaged for job contract work by the contractor should not cause any obstruction to the office work. They should be cordial, polite and well behaved.
2. The IOP will have full right directly on the security personnel to check, search or examine any or all the employees, agents or representatives of the Contractor and their belongings, while entering/leaving the premises, if felt necessary, with the help of police.
3. The contractor along with his agent, representative or employee will be allowed to enter into the premises for the purpose of rendering the said service.
4. All the employees of the contractor shall wear identity card for identification supplied by the Contractor, wherever on duty in the premises. In the event of any employee found on duty without wearing Id. Card, half of his wages for the day shall be deducted (such amount shall be deducted by IOP from the amount payable to the contractor).
5. The rate mentioned in the tender is for the duration of one year from the date of commencement of work. Variation in price during the contract period is not acceptable.
6. Tenderer should note that different firms/ agencies having common partners/ directors are not permitted to quote for more than one tender offer from any of such firms.
7. The employees of the Contractors shall not be allowed to remain in the Institute's campus, other than their duty hours.
8. The contractor shall be responsible to engage required number of fully trained and adequately experiences persons, who shall be medically fit. They should be free from all infections/ diseases.
9. The Contractor will pay rate and observe hours of work and conditions of employment as per applicable Act and Rules. It shall be the responsibility of Contractor to ensure that he pays his employee's wages which are not less than the minimum wages prescribed by the Union Govt. / state Govt. in Bhubaneswar and / or required under the Central Labour Act. The contractor shall make payment in the presence of an authorized representative of the Director, Institute of Physics and obtain a certificate in the Register of wages from the authorized representative that payment has been made in the presence.

10. All the workers of the contractor will report for duty at a fixed point to be decided by the Director, institute of Physics for their attendance. Appropriate record in reference to above shall be maintained by the contractor at his own cost.
11. All the contract employees have to adhere to the laid down safety guidelines on the subject. Adequate precautions are to be exercised to prevent any kind of loss to men and materials. The contractor shall be directly responsible for any untoward consequences arising out of any such violation by his agency / staff.
12. Contractor shall abide by all existing laws including welfare laws ESI, EPF, Bonus, Income Tax, service tax or any other extra tax levied by Govt., The Company Act. etc. and adopt all required welfare measures for his employees and discharge all other obligations concerning thereto. He shall furnish adequate proof to IOP in this regard. It is again clarified that all such responsibilities and obligations whether specified herein or to, shall be the exclusive responsibility of the Contractor.
13. Director, Institute of Physics, Bhubaneswar reserves the right to ask the contractor to remove any employee deputed by him without assigning any reason / notice thereto.

ACCEPTANCE CERTIFICATE

I, _____ (name of the contractor) or M/s.

_____ have read and accepted all the guidelines, terms and conditions for providing the job contract services at Institute of Physics, BBSR

Dated:

(Signature with Rubber Stamp)