



**Indian Association for the Cultivation of Science**  
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NIT No. IACS/E/CG/16-17/100

dated: 03 /03/17

**NOTICE INVITING TENDER**

Sealed item rate tender in **TWO BID SYSTEM (viz. Technical Bid & Financial Bid)** is invited from bonafide, resourceful and eligible contractors to carry out the following job at IACS, Jadavpur, Kolkata.

- Name of Work** : Annual Maintenance Contract for day to day maintenance of Electrical Distribution Network spread over the entire campus of IACS including providing minor electrical repairing works including providing monitoring of renovation works in the campus of IACS, Kolkata
- Type of Work** : Deployment of Manpower & other necessary supports as will be required for carrying out the day to day Maintenance (preventive & Breakdown) work of the Electrical Distribution Network spread over the entire campus of IACS.
- Estimated Cost** : Rs. 25,41,526/-
- Earnest Money Deposit** : Rs. 50,831/- (Rupees Fifty thousand eight hundred thirty one only) has to be submitted as EMD with the “Technical Bid” in a separate envelop marked as “EMD” . The EMD should be in the form of Demand Draft/Banker’s Cheque/Pay Order of a Scheduled Bank drawn in favour of “Indian Association for the Cultivation of Science” payable at Kolkata. The EMD will be released to the unsuccessful bidders within 45 days from the date of opening of tender (Technical bid). No interest shall be paid by IACS in this regard. However, in respect of the successful bidder, the EMD will be refunded after execution of Agreement between IACS & the bidder Herein to be referred as Contractor) and submission of requisite amount of PBG (Performance Bank Guarantee) in the prescribed pro-forma enclosed with this tender document. **Tender submitted without the prescribed EMD in proper form & shape shall be summarily rejected.**

**Validity of offer & quoted rated:** The offer should be valid & remain open for acceptance for a minimum period of **60 (sixty)** days from the date of opening of the tender (Technical bid). **The offer should be complete in all respects. The quoted rate shall be inclusive of all taxes & duties including labour welfare cess etc. but exclusive of the Service Tax component which will be paid extra by IACS as per applicable rate as will be fixed by the Govt. of India from time to time during the currency of the contract.**

- Currency of contract :** The contract shall remain valid for a period of 12 (twelve) months from the date of handing over/taking over of site/installation between IACS & the successful bidder subject to fulfillment of the terms & conditions as laid down in this tender document.
- Termination of Contract :** The contract may be terminated by serving one month's notice from either side.
- Cost of Tender Form : Rs. 500/- per set (non - refundable) by cash.**
- Tender Issue Date : 06.03.2017 to 16.03.2017 (11 A.M. to 2 P.M. on working day)**
- Last date of application : 15.03.2017 to be applied on firm's printed original letterhead.**
- Pre-bid meeting :** A pre-bid meeting will be held at IACS on **14.03.2017 at 3.30 P.M.** with the Intending bidders.
- Tender Submission Date:** On or before **20.03.2017 (up to 2 PM)**. The offer shall be submitted through two separate envelopes viz. "Technical Bid" & "Financial bid" in sealed condition to be covered by another envelop (third envelop). The outer envelope (third envelop) shall bear the Name of work, NIT No., due date, sender's name etc. on the top of the envelope which would be addressed to the Registrar, IACS, Jadavpur, Kolkata-32. The complete tender has to be submitted to the Despatch & Receiving Section of IACS within the prescribed time & date.
- Date of Opening :** The "Technical Bid" will be opened on **20.03.2017 at 3.30 P.M.** in presences of the intending bidders. However, the "Price Bid" will be opened subsequently in respect of only those bidders who will be declared Qualified in the Technical Bid by IACS based on evaluation of the Technical Bid document with prior intimation. If Holiday is declared on the Scheduled date of openings, the tenders will be opened on the next working day at the same time in presence of the intending bidders.
- Eligibility Criteria :**
- (a) The participating bidder should have Successfully completed one similar nature of work where, the value of the work should not be less than 80% of the estimated cost put to tender under Central/State Government, Semi-Government, PSU, Govt. funded Autonomous Body , large commercial or Industrial House in last 5 (five) years to be reckoned from the date of issue of this NIT.  
OR
  - (b) The participating bidder should have Successfully completed two similar nature of work where, the value of each work should not be less than 60% of the estimated cost put to tender under Central/State Government, Semi-Government, PSU, Govt. funded Autonomous Body , large commercial or Industrial House in last 5 (five) years to be reckoned from the date of issue of this NIT.  
OR
  - (c) The participating bidder should have Successfully completed three similar nature of work where, the value of each work should not be less than 40% of the estimated cost put to tender under Central/State Government, Semi-Government, PSU, Govt. funded

Autonomous Body, large commercial or Industrial House in last 5 (five) years to be reckoned from the date of issue of this NIT.

**Definition of ‘similar work’:**

Here, similar work shall mean (i) Day to day Maintenance of Low & Medium Voltage Electrical Distribution Network in Govt./semi-Govt./Autonomous bodies/ Research institutes/large commercial/residential house etc.

**Mode of payment:**

On monthly basis through e-payment (within 45 days from the date of receipt of Complete & error free Bill in duplicate) against production of bill with all necessary supporting documents after successful completion of AMC for each month. Incomplete & erroneous bill will be kept pending until compliance report is submitted by the contractor.

**Performance Guarantee:**

The successful Bidder has to submit **Bank Guarantee** on a **Scheduled Bank for Rs. 4 lacs (Rupees four lacs only)** towards Performance Bank Guarantee (PBG) for the entire tenure of work plus one month which will be released after expiry/ termination of the contract, if no damage is found on the Substation equipment due to negligence in duty on the part of the agency. The **Performance Bank Guarantee (PBG)** of requisite amount as stated above is required to be submitted within 14 days from the date of issuance of Letter of acceptance (LOA)/ LOI before entering into an agreement with IACS for the said work. Formal Work Order will be issued on submission of above PBG.

**Acceptance of Tender:**

The IACS authority reserves the right to accept the lowest or any tender or can reject any or all the tenders without assigning any reason thereof.

**Details of Bid Documents:**

**i) Technical Bid:**

The “**Technical Bid**” (i.e. **Envelop-I**) shall consist of the following documents: Photocopy of (a) PAN Card, (b) Valid Trade License, (c) Valid Electrical Contractor’s license, (d) Electrical Supervisor’s License, (e) ESI & EPF registration certificate, (f) Service Tax registration certificate, (g) Profession Tax registration certificate, (h) IT return copy for the last three financial years, (i) Bank Solvency Certificate for Rs. 10 lacs. (j) Company Profile etc. and any other documents found to be suitable in support of their technical competency. Proofs of eligibility criteria i.e. copy of “Work Orders” and “Completion Certificates” thereof are required to be submitted.

**ii) Financial Bid:**

The **Financial-Bid (Envelop-II)** shall consist of the following document(s).

- (a) **Manpower Details & (b) Schedule of Works** as provided with the tender documents. The **rate should be quoted in figure and word both. Bank Account details** of the firm mentioning the **Beneficiary Name, Account Number, Bank Name, Branch Name, IFS Code, MICR Code as will be required for making payment through RTGS/NEFT.**

**Note:** Each & every page of the tender documents (i.e. Technical Bid & Price Bid) must contain company's seal & signature of the bidder or their authorized representative. **Letter of authority in the form of power of attorney has to be submitted with the tender documents in case the tender is signed by the authorized representative.**

Complete Tender Document will also be available on the Website of I.A.C.S. at [www.iacs.res.in](http://www.iacs.res.in) which may be downloaded for submission. However, the downloaded tender must contain the requisite tender fees of Rs. 500.00 (Rupees five hundred only) in the form of Demand Draft/PAY ORDER /Banker's Cheque as mentioned in the EMD Column in a separate Envelope failing which the tender may be cancelled.

**Conditional tender including conditional rebates shall not be accepted and shall be liable for rejection.**

In case of any discrepancy is noticed, the office copy the NIT/tender documents will be considered as reference and shall be binding to the contractor.

The IACS Authority reserves the right to accept the lowest tender, reject any or all the tenders and to place the order on one or more firms without assigning any reason thereof. All the tenders should be in conformity with this NIT. Non-compliance may be the cause of rejection of tender.

**Acting Registrar**

## TENDER

I/We have read and examined the notice inviting tender schedule of quantities, terms and conditions and all other contents of the tender document.

I/We hereby tender for execution of the work as per schedule of quantities as per specification and instructions.

I/We agree to keep the tender open for Sixty days from the date of submission and not to make any modifications in its terms and conditions.

A sum of Rs. \_\_\_\_\_ is hereby forwarded in Demand Draft/ Bankers cheque of a Scheduled Bank as earnest money which shall be retained by IACS towards security Deposit to execute all the works as per schedule of quantities.

I/We agree that should I/We fail to commence the work specified in the schedule of quantities an amount equal to the amount of the earnest money mentioned above shall be absolutely forfeited to the IACS without prejudice to any other right or remedy available in law.

Date \_\_\_\_\_

Signature of Contractor  
Postal address

Witness \_\_\_\_\_  
Address/Occupation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Acceptance

The above tender is accepted by me for and on behalf of Indian Association for the Cultivation of Science for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ ).

The letters referred to below shall form part of this contract agreement.

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

For and on behalf of Indian Association for the Cultivation of Science

Date : \_\_\_\_\_

Signature \_\_\_\_\_

Designation \_\_\_\_\_

## Scope of work

The scope of work includes electrical maintenance work in IACS for Breakdown & Preventive maintenance & replacement of consumable electrical items of the general electrical distribution system in laboratories & office. The time schedule of the work will be eight hours in shift manner. All the materials required for maintenance work will be supplied by IACS. In case of urgent nature of work, the agency has to supply the materials subject to prior approval from the competent authority. In that case, the cost of material will be reimbursed by IACS.

### **Detailed description of Work:**

#### **Maintenance of 3 phase Power Distribution Panels**

- (a) Checking, cleaning and servicing of all TPN Switch Fuse Units & Bus Bar by tightening all contact points after applying petroleum jelly from 32 to 630Amps. Switch Fuse Unit.
- (b) Replacements of heavy duty copper lugs after cutting & dressing the conductor with glass tape & PVC tape with proper crimping of the lugs for cables ranging from 10 Sq. mm. to 400 sq.mm 3½ core Cable
- (c) Replacement of Switch Fuse Units with top & bottom cable entry box by fixing on existing angle frame in case of Switch Fuse Unit in sheet steel enclosure or by fixing inside the panel of modular type from 32 to 630Amps switch-fuse unit.
- (d) Replacement of Voltmeters, Ammeters including CT & connections complete.
  - (e) Painting of the whole panel by two coats enamel paint of steel gray colour & write the room nos./zones of distribution areas.

#### **Maintenance of 3-Phase Power Distribution Boards**

- (a) Replacement of MCB after re- Socketing & connections complete.
- (b) Replacement of MCCB after re-socketing & connections complete.
- (c) Replacement of Bus Bar mounted HRC fuse base / top & connections complete.
- (d) Replacement /repair of Neutral link after re-socketing & connections complete.
- (e) Painting with two coats of enamel paint of steel gray colour & marking the room nos./zones of the distributing area.

#### **Maintenance of Single phase distribution board**

Repairing / replacement of single phase distribution boards by replacing fuse, MCB, Neutral links, sockets with connections complete

#### **Maintenance of Switch Boards- Modular & Non-Modular types.**

Replacement of 6 A. / 16 A. modular or Non-modular switch / socket / fuse / Indicator & connections complete.

#### **Maintenance of Starter or MCB DB for A.C**

Replacement of Starter or Industrial metal clad plug top / base in MCB DB & connections complete

**Maintenance of Tube Light sets, PL sets– mounted on false ceiling, on wall directly or by down rod.** Replacement of PL, tube light, Choke, starter, Capacitor as required & connections Complete.

**Maintenance of ceiling fans / pedestal or table fans.**

- (a) Repairing / replacement of ceiling fans, pedestal fans or table fans by rewinding of coils, change of bush / bearings, capacitors & other items as required with fitting & connections complete
- (b) Spray Painting by two coats white enamel paint

**Maintenance of Star-Delta Starter of Submersible pump.**

- (a) Repairing of star-delta starter for submersible pump by replacing the contractors, timers etc. as required
- (b) Painting of the panel with two coats of steel gray coloured enameled paint

**Maintenance of outdoor Tube lights, Post Top Lanterns & Flood Lights**

- (a) Repairing by replacing Tube lights, Choke, starter, Post top mercury vapour lamps, igniters, capacitors, Ballasts, Metal Halide/ sodium vapor lamp or sheds .
- (b) Painting of the fittings with two coats enameled paint.

**Maintenance of Electrical distribution system in Hostels & Staff quarters**

- (a) Repairing / replacement of main switches, MCBs in Panel, switches & sockets in witch boards, tube lights etc.

**Any other maintenance work as will be needed**

**Man power deployment:**

The following manpower should be provided by the contractor:-

- a) Four Electricians (i. e. Skilled)
- b) One Work Assistant (i.e. Skilled)
- c) Four Helpers (i.e. Un-skilled)
- d) Two Maintenance Supervisor (i.e. Supervisory category)

**Qualification & Experience:**

- a) *The Maintenance Supervisor should preferably be within 55 years old. He should have passed the Higher Secondary Examination from any Govt. Body (Board/Council etc.) with at least 10 years' experience in the field of general electrical maintenance of office/commercial building, Laboratories, Libraries including supervision of Electrical Construction Works etc. Also, he should have Supervisor's Competency Certificate (SCC) for Part-1,2&11 at least issued by the DOE, Govt. of West Bengal.*
- b) *The Electricians (i.e. Skilled Category) should be preferably within 45 years of age and should possess a valid electrical license (Workmen Permit) for Part i (b) & ii at least with adequate experience (not less than 5 years) in the relevant field (preferably*
- c) *The Works Assistant should preferably be within 50 years old. He should have at least 10 years working experience in the field of general electrical maintenance of office/commercial building, Laboratories, Libraries including supervision of Electrical Construction Works etc.*

- d) The Electrical Helpers** (i.e. Unskilled Category) should have 3 years' experience in electrical work field with sound physique acquainted with all types of electrical tools & tackles preferably within the age of 40 years.

**Duties & responsibilities:**

- i) **The Maintenance Supervisors** will supervise the day to day maintenance work (preventive & breakdown) and will provide necessary guidelines to the Electricians /Works Assistant/ and other subordinate staff to carry out the maintenance work safely. They will be responsible for maintaining the safety of the users as well as the maintenance personnel. Compliance of necessary provisions as laid down in the IE Rules, IS Specifications and other applicable rules pertaining to safety will be the sole responsibility of the Maintenance Supervisors. They will take care of faults / breakdown etc. as quick as possible to restore the services following the guidelines of IACS and instruction of Engineer-in-Charge in this regard.
- ii) **The Electricians** will work under the direct supervision of the Maintenance Supervisors. They will take up the work of maintenance as per instruction of the Maintenance Supervisor and shall work on war footing basis in order to restore the system at the earliest possible.
- iii) **The Work Assistant** will assist the Maintenance Supervisors in their work. Apart from this, he will monitor the maintenance work and shall report to the Supervisors accordingly. He will assist the Supervisors to prepare the material lists & maintenance of stores etc. as will be required for providing maintenance of the buildings to the desired satisfaction of the users.
- iv) **The Electrical Helpers** will assist all categories of maintenance and construction personnel in their work. They will carry ladder, tool bag, instruments etc. as will be required to facilitate the maintenance as well as construction work at site.

**Note:** For all categories of employees as stated above, the prescribed age limit, qualification and experience etc. may be relaxed as per discretion of the IACS management if suitable candidates are not found. In the above situation, they will be placed in a lower category according to their qualification, age & experience. Further, it is explicitly mentioned that, selection would be made through personal interview. In addition to the above, the contractor may engage their authorized supervisory personnel on their behalf to supervise the job. No extra fees will be paid to the contractor in this regard. Also, it is categorically mentioned that, the entire risk & responsibility pertaining to this contract including safety & security of men, materials and machine etc. shall rest on the contractor during the currency of contract and extended period (if any).

**Safety & Security:**

It is categorically mentioned that the entire risk & responsibility pertaining to this contract i/c safety-security of men, materials & machine etc shall rest on the contractor. The contractor will enter into a formal agreement with IACS in this regard. **The contractor shall issue necessary Service Identity card, uniform, safety shoe, helmet etc. for their employees. However, Bio-Data along with photocopy of Photo ID proof (Voter's I-card/PAN card/Aadhar or similar type evidence) in respect of the employees to be engaged shall be submitted by them before engaging any employee at IACS.** Original documents may be asked for to display before the IACS authority towards verification of the same. The contractor shall abide by the provisions of the Child Labour (Prohibition & Regulation) Act-1986. **No labour below the age of 14 years shall be allowed to be engaged in any circumstances.** Since the nature of work is not conducive for female workers; therefore, no female worker should be deployed. However, any such requirement if arises, it is required to be done with the written permission of the competent authority only.

**TOOLS, TACKELS & SAFETY ARTICLES:**

- i. Standard measuring instruments e.g. Tong Tester, Multi Meter, Megger Insulation Tester, Megger earth tester, phase sequence indicator, line tester etc should be provided by the Agency.
- ii. Standard Tools i.e. Pliers, Chisels, Screwdrivers, Hammers, Hacksaw, Files, Brushes, all types of Wrenches, Cable Crimping m/c. Hydraulic type (up to 400 sq. mm), including Neon Tester and Test Lamps, HT line tester, should be provided by the Agency.
- iii. Portable power blower, portable hammer drill machine, cutting & drill machine etc.
- iv. Any other tools and tackles as may be necessary for break-down or periodic maintenance work should be provided by the Contractor at the time of requirement on urgent basis.
- v. All types of safety articles like safety gloves, safety belts, safety shoes, safety apron, helmet etc are required to be provided by the contractor.
- vi. The contractor has to provide a first aid box with all necessary first aid materials for the use of substation personnel.

**SPARES & CONSUMABLES:**

Minor Spares & components of equipment e.g. PVC insulating tapes, cable sockets, HRC fuses, tubes & lamps, Copper ballasts, starter, loose copper cables & wires, MCB, hardware, lubricants, cotton waste, cloths or any other items as may be necessary up to the limit of Rs. 3,000/- (Rupees three thousand only) per month/Rs. 36,000/- (Rupees thirty six thousands only) per annum are to be provided by the contractor within their scope of this work which will be reimbursed by IACS against production of Cash memo/Invoice in original as per the requisition duly approved by the Engineer-in-Charge. Necessary documents & records are to be maintained properly by the Contractor in this regard.

**Providing Stationary etc:**

Necessary registers, pen, pencil, refills, eraser, calculator, log sheet & log books have to be supplied by the Contractor from time to time to records various events & data during the currency of contract and also in extension period (if any). No extra payment will be made by IACS in this regard.

## STATUTORY OBLIGATIONS:

Person deployed for maintenance / operation work should be covered with insurance by the Contractor against any accident for which personal injury or loss of life may take place. No compensation will be given by the IACS for any reason what so ever.

It is to be explicitly undertaken by the Contractor that all statutory and legal requirements in respect of the manpower deployed by the Contractor shall be fulfilled by the Contractor themselves and IACS shall not be responsible in any manner directly or indirectly.

Any statutory obligation as may be required by the Government including the Central Electricity Authority, Govt. of India / Directorate of Electricity, Govt. of W.B. should be fulfilled by the Contractor on their part.

The contractor shall be responsible for compliance of all statutory labour rules and regulations i/c Minimum Wages Act-1948 & Minimum Wages Rules 1950 as will be amended from time to time.

## EXTRA INVOLVEMENT:

Any extra work or manpower required beyond the scope of this work have to be taken care of by the Contractor on emergency basis if advised by the Engineer-in-Charge of the Sub Station at a negotiable cost not exceeding the market/Govt. rate whichever will be found justified by the IACS.

## PAYMENT OF WAGES:

The wages to the employees of the contractor will be paid as per the **Minimum Wages Act-1948 /Minimum Wages Rules 1950** as amended from time to time by the Govt. of India. The contractor shall be liable for payment of wages in time (latest by 7<sup>th</sup> day of the next month for the previous month). The payment of wages to the contractor's employee should be made by payment i.e. RTGS/NEFT/Account Payee cheque. Necessary document has to be submitted during submission of claim for reimbursement of the same. Also, the provisions pertaining to maintenance of Form-X (Register of Wages) & Form-XI (Pay Slip) as stated in the Minimum Wages Act 1948/ Minimum Wages Rule 1950 should be made by the contractor. **A Labour deployment cum attendance report is also required to be submitted with each bill.** IACS authority may verify the same from the contractor's employee also. The contractor shall have working capital for at least three month's payment of wages & other dues to protect the interest of the employees to be engaged by them in unforeseen situation. The employees to be engaged by the contractor must be covered with ESI & EPF scheme. The employees who will be governed by the **Minimum Wages Act-1948&Minimum Wages Rules 1950** shall be entitled for availing the National Holidays as paid holidays apart from their weekly day of rest.

### Wages:

The wages & other benefits shall be consisting of the following components in respect of the employees who are governed by the Minimum Wages Act 1948 & Minimum Wages Rules 1950:

1. Basic wages, 2. VDA, 3. ESI, 4. EPF, 5. EDLIS 1976, 6. Bonus (if entitled). The minimum wages shall be in accordance with the rates to be circulated by the Chief Labour Commissioner, Ministry of Labour, Govt. of India from time to time through its Gazette notification. **Payment of bonus will be made as per The Payment of Bonus Act 1965 with amendments.**

The prevailing rate of Minimum Wages for the central sphere in respect of labourers stationed at Kolkata for Scheduled Employment under the head “Construction/Maintenance/ Building operation” is as follows after revision of minimum wages w.e.f 01.10.2016.

1. Skilled labour: @ Rs. 456/- per day
2. Unskilled labour: @ Rs. 374/- per day

Maintenance of all types of registers pertaining to payment of labour’s wages, attendance registers, display of the list of contract labour& their category including daily rate of wages, Brief description of the Minimum Wages Act 1948 etc are required to be displayed by the Contractor in a conspicuous space as per the Minimum wages Act-1948/Minimum Wages Rules 1950.

**Under this Work Scope, the Employees with Designations ‘Electrician’, ‘Electrical Helper’ & ‘Work Assistant’ shall be governed as per Minimum Wages Act 1948/ Minimum Wages Rules 1950.**

**Salary:**

The Contractor’s Employee with designation as Maintenance Supervisor will be paid Consolidated Salary @ Rs. 21,000/- per month + EPF & ESI benefits as per Govt. of India norms. On renewal of contract (if granted), annual increment will be granted @ 5% of the consolidated salary in respect of the Maintenance Supervisors .

All Supervisory staff shall be entitled for availing National holidays as paid holidays apart from their weekly day of rest. They will also be entitled for availing casual nature of leave for not exceeding 12 (twelve) days in a year.

**COMPLIANCE OF MINIMUM WAGES ACT-1948. :**

Maintenance of all types register pertaining to payment of labour’s Wages, O.T. register, attendance register, Display of the list of contract labour, rate of daily wages etc. as will be required towards compliance of the Minimum Wages Act. 1948 are required to be maintained by the contractor.

**REIMBURSEMENT OF WAGES ETC.:**

After completion of disbursement of Wages/Salary, arrear wages, Bonus etc. as per instruction of IACS, the Contractor may submit their claim towards reimbursement of the same in duplicate with necessary supporting documents. However, to give some financial relief to the contractor, IACS may release upto 75% of the disbursed amount against submission of documentary evidences towards disbursement of wages as running account payment (in the event of non-submission of Bank Challan etc. towards payment of EPF, ESI & P. Tax components to the concerned authorities). But on submission of the relevant document of payment, the balance payment will be released by IACS to the contractor. All types of payments as will be made to the contractor’s employee following the order of IACS shall be reimbursed by IACS.

**EMPLOYER’S PRIOR PERMISSION NEEDED TO WITHDRAW CONTRACTOR’S EMPLOYEE FROM WORKSITE:**

The Contractor shall not be allowed to withdraw any of their employees (whose name will be approved by the Competent Authority of IACS for deployment at worksite at IACS) without obtaining written permission from the Principal employer (IACS) during the currency of contract. If the contractor intends to withdraw any of their employees (s) from the worksite of IACS, prior permission of the Principal Employer

(IACS) is needed in writing. Only after getting the written approval/permission of the Principal Employer, the contractor shall be allowed to withdraw their employee (s). However, the contractor shall be bound to immediately withdraw their employee (s) on receipt of instruction from the IACS authority on the ground of misbehavior/negligence in duty or any other reason/ activity which is harmful for IACS. The rehabilitation/re-employment etc of the withdrawn employee (s) will be the sole responsibility of the contractor. IACS will not be responsible in any way for rehabilitation/re-employment etc. of the said employee (s).

**EPF & ESI CONTRIBUTION:**

EPF & ESI Contribution as per Government of India's order (with amended from time to time) have to be deposited by the contractor with the concerned EPF & ESI authority in appropriate time. Necessary documents in this regard have to be submitted to IACS by the contractor with their monthly bill for reimbursement of the same. Any statutory changes in respect of subsequent revision of rate of EPF, ESI Contribution etc will be considered on production of relevant documents.

**PROFESSION TAX:**

Profession Tax has to be deducted from the Wages/Salary in respect of the Employees of the Contractor and to be deposited with the Concerned Authority in time as per rule.

**SPECIFICATIONS AND OTHER TERMS & CONDITIONS:**

Unless otherwise specified in this tender, the work shall be governed as per CPWD Specifications and CPWD WORKS MANUAL. Also, IE Rules, IS Specifications etc. has to be followed wherever applicable. The Engineer-in-Charge should be consulted before taking any decision in this regard.

**DETERMINATION OF CONTRACT:**

IACS may without prejudice to its other rights or remedy against the contractor in respect of inferior workmanship or any other provisions of this contract or otherwise may issue a notice in writing to absolutely determine the contract for the following case. If the contractor neglects to carry out his obligation under this contract and / or commits faults in complying with the terms & conditions of this contract even after giving written notice.

When the contractor has been made liable for action under the aforesaid cases, IACS shall have the powers:-

- a. To determine or rescind the contract. Upon such rescission, the full security deposit recoverable under the contract shall be liable to be forfeited and shall be absolutely at the disposal of IACS.

**a. TERMINATION:**

The IACS authority reserves the right to terminate the Contract at any time by serving one month's notice without showing any reason whatsoever. Also, the contractor may serve one month's notice to get their contract terminated.

## **SPECIAL CONDITION OF CONTRACTS**

i) The contractors should quote the rate in figures as well as in words, and amount tendered by them. The amount for each item should be worked out and the requisite totals given.

ii) All corrections shall be attested by the initials of the bidders with the seal of the firm. In case any discrepancy/difference is found on checking between rates quoted by the contractor in words and figures or in the amount worked out by him, the following procedure shall be followed :

a) When there is a difference between the rates in figures and in words, the rate which corresponds to the amounts worked out by the contractor, shall be taken as correct.

b) When the amount of any item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractors in words shall be taken as correct.

c) When the rate quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, rate quoted by the contractor shall be taken as correct and not the amount.

d) Amendments as mentioned above shall be based on the tender marked "Original" only.

iii) When a contractor signs a tender in an Indian language the tendered amount and the total amount tendered should also be written in the same language. In the case of illiterate contractors the rates or the amounts tendered should be attested by a witness.

iv) The IACS Authority is not bound to accept the lowest tender, and reserves the right to reject any or all the tenders received and to place the order on one or more firms without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect shall be liable for rejection.

v) The IACS reserves the right to accept the tender in full or in part and the bidder shall have no claim for revision of rates or other conditions if his tender is accepted in parts.

vi) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

vii) All rates shall be quoted on the proper form of the tender alone

viii) An unconditional rebate which may be offered during submission of tender will be accepted and shall be considered during evaluation of the tender bid. However, after opening of tender, rebate may be considered only from the lowest bidder.

ix) Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the words 'Rs.' should be written before the figure of rupees and words 'P' after the decimal figures, e.g. Rs. 2.15 P. and in case of words, the word 'Rupees' should be precede and the word 'Paise' should be written at the end, unless the rate is in whole rupees and followed by the words 'only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

x) The contractor shall give a list of his relatives working with the IACS (if any) along with their designations and addresses.

xi) No employee of the IACS is allowed to work as a contractor for a period of two years of his retirement from IACS service, without the previous permission of the IACS. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the IACS as aforesaid before submission of the tender or engagement in the contractor's service

xii) The intending bidders who will participate in the tender are allowed to witness the tender opening by putting their signature on the prescribed tender opening register/bid opening minutes.

xiii) It will be obligatory on the part of the bidder to tender and sign the tender documents for all the component parts and that, after the work is awarded, he will have to enter into an agreement for each component with the competent authority in the IACS.

xiv) The notification of award of contract will be made in writing to the successful bidder by Indian Association for the Cultivation of Science

xv) The Employer concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers non-payment of wages or of deductions made from his or their wages which are not justified by their terms of contract or non-observance of the Regulations as mentioned above.

xvi) The contractor shall comply with the provisions of Minimum Wages Act, 1948 & Minimum Wages Rules 1950, Employees Liability Act, 1938, Industrial Dispute Act, 1947, Workmen's Compensation Act 1923 and the Contract Labour (Regulations and Abolition) Act, 1970 or the modification thereof or any other Laws relating has been immediately employed by him as applicable as per Govt. norms.

xvii) The Regulation aforesaid shall be deemed to be a part of his contract and any breach thereof shall be deemed to be breach of this contract.

xviii) The contractor shall keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

xix) The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who may in the opinion of the Employer be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee.

xx) The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the

Employer and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

xxi) The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or any sub-contractor or of any of his or a subcontractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damages consequent upon such claim.

xxii) The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.

xxiii) The contractor shall effect the insurance necessary (Contractor's All Risks insurance) and indemnify the Employer entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Employer and must be effected jointly in the name of the contractor and the Employer (the name of the latter being placed first in the policy i.e. IACS A/C \_\_\_\_\_ (Contractor's Name) and the policy lodged with the latter. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be effected from the very initial stage. The contractor shall also be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract i.e. the Contractors' All Risk Insurance shall have extension for covering cross liability arising, if any, during execution of Work

xxiv) The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the contractor.

xxv) Statutory deduction of Income Tax/works contract tax as applicable shall be made from all interim and final payments as per extend statute.

xxvi) The successful contractor will be required to enter into an agreement in accordance with the Draft Agreement form enclosed & the schedule of conditions within 15 days from the date of the contractor is advised by the Employer/Architect that his tender has been accepted and he shall pay for all stamps & legal expenses incidental thereto. However, the written acceptance by the Employer of a tender will constitute a binding contract between the Employer and the person so tendering whether such formal agreement is or is not subsequently executed.

xxvii) All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof of this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or branch of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

xxviii) For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

xxix) The contractor shall on receipt of the names as aforesaid, select any one of the person's name to be appointed as a sole Arbitrator and communicate his name to the Employer within thirty days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the Employer shall make the selection and appoint the selected person as the Sole Arbitrator.

xxx) If the Employer fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt of the named as aforesaid select any one of the persons names and appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to the Employer

xxxi) If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.

xxxii) The work under the Contract shall, however, continue during the arbitration proceedings and no payment due to be payable to the contractor shall be withheld on account of such proceedings.

xxxiii) The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing.

xxxiv) The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

xxxv) The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

xxxvi) The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle and amount of costs to be so paid.

xxxvii) The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle and amount of costs to be so paid.

xxxviii) The award of the Arbitrator shall be final and binding on both the parties.

xxxix) Subject to aforesaid the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceeding under this clause.

xl) The Employer and the contractor hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

xli) The intended bidders may inspect the site of works.

xl ii) All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintain in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.

xl iii) IACS Canteen facility may not be available for the contractor's employees.

xl iv) The IACS Authority reserves the right to increase or decrease the no. of employees as shown in the BOQ as per need during the currency of contract. The entrusted agency shall arrange the manpower accordingly.