



Indian Association for the Cultivation of Science
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NIT No. IACS/WS/AMC-MANPOWER/2018-19/100

Date: - 07/03/2019

NOTICE INVITING TENDER

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

Name of Work : Annual Maintenance Contract for
 (1) Day to day Operation of ACs in Library & Administration Dept.,
 maintenance, (Preventive & Breakdown)& re-installation of ACs.
 (2) Glass Blowing Operation in Glass Blowing section of Workshop.

Cost of Tender Form	Tender paper to be downloaded from IACS web site (www.iacs.res.in). Cost of Tender to be paid of Rs.500/- + 5% GST= Rs.526/- (Rupees Five Hundred Twenty Six only) (CGST & SGST both @ Rs.12.50 rounded to Rs. 13.00 for each) per set (non-refundable) in the form of Demand Draft or Pay Order or Banker's Cheque of a scheduled bank in favor of "Indian Association for the Cultivation of Science", payable at Kolkata, to be attached with their tender otherwise their tender will be summarily be rejected.
Estimated Cost	Rs. 10,61,487/- (Rupees ten lakh sixty-one thousand four hundred & eighty-seven only)
Earnest Money Deposit	The Earnest Money Deposit of Rs.21,230/-(Rupees Twenty-one Thousand two Hundred & thirty only). to be submitted with the tender in the form of Demand Draft or Pay Order or Banker's Cheque of a scheduled bank in favors of "Indian Association for the Cultivation of Science" payable at Kolkata, failing which the tender shall be summarily be rejected.
Downloading date	08-03-2019 to 15-03-2019
Pre Bid Meeting	12-03-2019 at 4.00 PM in the Meeting Room of Workshop
Last Date and Time of Submission of Tender	15/ 03/2019 (up to 4.00PM) in the Tender Drop Box kept in Engineering Workshop
Date of Opening of Tender	15/03/2019 at 4:30 PM in presence of Bidders.
Contact Details	033-2473-4971, Extn- 1700 / 1164

Type of Work : (1) Deployment of Manpower as will be required for carrying out the Day to day operation of Air Conditioners in Library & Administration Dept. & Maintenance (preventive & Breakdown), re-installation of Air-Conditioners work etc. in IACS.

(2)Deployment of Man Power as will be required for carrying out the Glass Blowing Operation in Glass Blowing section of Workshop in Work hours of IACS.

- Wages Act** : The work shall be governed as per Minimum Wages Act, 1948 for the Category of Skilled Labours who will be paid minimum wages as per Central Govt. norms.
- Cost of Tender Form** : **Rs. 526/- including GST per set (non refundable) in the form of DD, Bankers' Cheque, P.O of a Scheduled Bank drawn in favour of "Indian Association for the Cultivation of Science" payable at Kolkata**
- Tender Issue Date** : **08.03.2019 to 15.03.2019** (11 A.M. to 2 P.M. on working day)
- Pre-bid meeting** : A pre-bid meeting will be held at IACS on **12.03.2019** at **4.00 P.M.** with the Intending bidders at the Meeting Room of Workshop.
- Tender Submission Date:** On or before **15.03.2019 (up to 4 PM)**. The offers shall be submitted through three separate sealed envelopes namely **"Technical Bid & Financial bid" in sealed condition covered by another envelop (third envelop)**. The outer envelope (**third cover**) shall bear the **Name of work, NIT No., due date, sender's name etc. on the top of envelope** addressed to the Registrar, IACS, Jadavpur, Kolkata-32 which would be submitted by dropping in the **Tender Drop Box kept at Workshop of IACS within the prescribed time & date.** However, the EMD in a separate envelop should be submitted with the Technical Bid. The Technical Bid will not be considered if the prescribed EMD is not submitted with the Technical Bid and therefore, the offer will be summarily rejected.
- Bid Opening** : The **"Technical Bid"** will be opened on **15.03.2019 at 4.30 P.M. in presences of the intending bidders.** The **"Price Bid"** will be opened subsequently with prior intimation to the qualified bidders who will qualify in the **"Technical Bid"**. Accordingly, the **"Price Bid"** will be opened subsequent to the opening of the **"Technical Bid"** in respect of those bidders who will be declared Qualified in the Technical Bid after evaluation of the Technical Bids. 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.
- Earnest Money Deposit:** **Rs. 21,230/- (Rupees Twenty One Thousand Two Hundred Thirty only)** to be submitted 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 retained by IACS as a part of the Security Deposit (which will also bear no interest for the retention period & therefore, IACS will not pay any interest to the agency on this account) along with the PBG (Performance Bank Guarantee) to be submitted as mentioned in the relevant paragraph. **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 (eligibility bid). **The offer should be complete in all respects. The quoted rate shall be inclusive of all taxes & duties, 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 the IACS & the Contractor concern subject to fulfillment of the terms & conditions as laid down in this tender document. However the Contract Period may be extended for further One year on mutual consent between IACS & Contractor.

Wage to be paid : Minimum wages @ Rs. 679/- including VDA (presently) for Skilled labour (For AC Technicians) as per Govt. Notification No.- 1/38(3)/2018-LS-II, dated 28-09-2018 issued by the Chief Labour Commissioner (C), Govt. of India, New Delhi, which has come into force with effect from 01-10-2018 subject to wage revision by Govt. of India.

Consolidated Salary : Salary (Consolidated) for Glass Blower @ Rs.25200/- per month from 01-04-2019 to 31-03-2020.

Bonus Payment : Bonus is @ 8.33% on Rs.21,000/- (Rs.7000/- maximum) as per The Payment of Bonus (Amendment up to date) Act, 2015. The Bonus will be paid through the Contractor and the amount will be reimburse to the contractor in due course against submission of bill.

Mode of Payment : Payment to the labours & Glass Blower has to be made through e-Payment (RTGS/NEFT) or by A/C Payee Cheque.

Uninterrupted Deployment : No interruption of the work is permitted. In order to maintain uninterrupted deployment of Man power substitution of Man power to be made in case of absence. A Penalty @ the double rate of wages (wage of the absentee man power) will be imposed and deducted from the bill in the Manpower as per terms of the NIT. So, to avoid the aforesaid deduction substitute manpower should be arranged in case of absence.

Termination of Contract: The contract may be terminated by serving one month's notice from either side or in lieu of one month's payment of Contract value.

Tools, Tackles, Safety Items: To be provided by the Contractor as mentioned in the Scope of Work

Eligibility Criteria	: Financial Norms: (a) The participating bidder should have successfully completed One work of value not less than 80% of the estimated cost put to tender under Government, Semi-Government, PSU or Govt. funded Autonomous Body , large commercial or Industrial House in last 7 (Seven) years ending last day of the month previous to the one in which applications are invited. (b) The participating bidder should have Successfully completed Two works of value not less than 60% each of the estimated cost put to tender under Government, Semi-Government, PSU or Govt. funded Autonomous Body, Last commercial or Industrial House in last 7 (Seven) years ending last day of the month previous to the one in which applications are invited. (c) The participating bidder should have Successfully completed Three works of value not less than 40% each of the estimated cost put to tender under Government, Semi-Government, PSU or Govt. funded Autonomous Body, Last commercial or Industrial House in last 7 (Seven) years ending last day of the month previous to the one in which applications are invited.
Technical Qualification of Man Power	: For AC technicians -Minimum Five years experience preferably in Scientific Research Institute having Electrical Workman Permit (W/P) for Part i (b) & ii, issued by the Directorate of Electricity, Govt. of West Bengal For Glass Blower – Minimum Ten years experience in Glass Blowing Work in reputed concern or in Scientific Research Institute for manufacturing & repairing of Scientific Glass Apparatus.
Nature of Work Credential:	The nature of work will be of Supply of Man power.
Mode of payment:	On monthly basis (within 45 days from the date of receipt of Complete & error free Bill in duplicate) against production of bill with all necessary supporting documents as asked for in this tender document after successful completion of AMC for each month. Incomplete & erroneous bill may be kept pending until compliance report is submitted by the contractor. Contractor have to continue payment for three consecutive months if payment from IACS is delayed for unavoidable reasons.
Performance Guarantee:	The successful Bidder is required to deposit a Bank Guarantee on a Scheduled Bank for Rs.1,00,000/- (Rupees One Lakh only) towards Performance Bank Guarantee (PBG) for the tenure of work plus one month which will be released within two months after expiry/termination of contract, if no damage is found on the 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 10 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.
Refund of EMD	: EMD will be refunded to the successful bidder on receipt of the PBG. The PBG will be treated as Security Deposit.
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) Eligibility Bid:

The “**Technical Bid**” (i.e. **Envelop-I**) shall consist of the following documents:

- a) Earnest Money Deposit (EMD) in proper form and shape
- b) Proof of eligibility criteria as per “Financial Norms” and “Physical Norms”. Copy of “Work Orders” and “Completion Certificates” thereof are required to be submitted in order to exhibit the completion value of work and the nature of work. Photocopy of (a) PAN Card, (b) Valid Trade License, (c) Valid Electrical Contractor’s license, (d) Supervisor’s License, (e) ESI & EPF registration certificate, (d) GST registration Certificate, (f) Profession Tax registration certificate, (g) IT return copy for the last three financial years, (h) Bank Solvency Certificate for Rs. 5 Lakhs (g) Company Profile etc. and any other documents found to be suitable in support of their technical competency.

ii) Financial Bid:

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

- (a) **Bill of Quantities (BOQ)** as provided with the tender documents. The rate should be quoted in figure and word both. (b) **Bank Account details** of the firm mentioning the **Beneficiary Name, Account Number, Bank Name, Branch Name, IFS Code & MICR Code**.

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 which to be downloaded for submission. However, the downloaded tender must contain the requisite tender fees of Rs. 526.00 (Rupees five hundred twenty six only) in the form of Demand Draft (non-refundable)/PAY ORDER /Banker’s Cheque as mentioned in the EMD Column in a separate Envelope failing which the tender shall be cancelled.

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

In case of any discrepancy is noticed in the NIT/tender documents, the office copy will be referred which shall be binding to the contractor.

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.

ACTING REGISTRAR

Scope of Work

The scope of work includes

- (1) Day to day operation of air conditioners in library and administration departments, breakdown and preventive maintenance of air conditioners, re-installation of air conditioners in IACS.
- (2) Glass blowing operation in glass blowing section of workshop of IACS in scheduled working hours in IACS.

The time schedule of the work is

- (1) For AC Technicians - From 9-30 am to 5-30 pm for one AC Technician & From 10.30am to 6.30 pm for other AC technician from Monday to Friday. From 10.00 am to 6.00 pm for Saturday. Sunday will be off day. There will be half an hour recess in a day.
- (2) For Glass Blower from 9.30 am to 6.00 pm from Monday to Friday. Saturdays & Sundays & IACS declared Holidays will be off days. There will be half an hour recess in a day.

Detailed description of Work:

For AC Technicians –

- (a) Starting the Air conditioners in Library Departments at 9.30 am and closing at 6.30 pm from Monday to Saturday and in Administration Departments at 9.30 am and closing at 6.30 pm from Monday to Friday
- (b) Maintenance of Air-conditioners in IACS as per day to day job card received from various departments of IACS.
- (c) Preventive maintenance of Air Conditioners by servicing of Air conditioners by water cleaning, Dry cleaning & replacement of parts where needed

For Glass Blower –

- (a) Glass Blowing in Glass Blowing section of Workshop as per job card received from various departments of IACS. The Work includes making & repairing of Glass Apparatus used in Laboratories in IACS.

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 mention that, the entire risk & responsibility pertaining to this contract including safety & security of men, materials an 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 (two sets in a year which will include shirt & trouser as approved by the Principal Employer i.e. IACS), safety shoe, helmet, etc. for their

employees. However, Bio-Data along with photocopy of Photo ID proof (Voter's I-card/PAN card 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, Ammeter, phycrometer, Humidity measuring instrument etc should be provided by the Agency.
- ii. Standard Tools for Air Conditioning works i.e. Tester set, flaring tools, swaging tools, mini hacksaw, pipe cutter, pipe bender, charging pipe, slide wrench, Pliers, Chisels, Screwdrivers, Hammers, Hacksaw, Files, Brushes, , brazing tools set, all types of Wrenches, including Test Lamps, should be provided by the Agency.
- iii. Portable power blower, portable hammer drill machine with 4 mm to 12 mm drill bits 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 to be used by AC Technicians are required to be provided by the contractor.
- vi. The contractor has to provide a first aid box with all necessary first aid materials.

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.

PAYMENT OF WAGES:

The wages to the employees of the contractor will be paid as per **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 7th day of the next month). The payment of wages to the contractor's employee should be made through RTGS/NEFT/Account Payee cheque. Necessary document has to be submitted during submission of claim for reimbursement of the same. Also, application of Form-X (Register of Wages) & Form-XI (Pay Slip) as stated in the Minimum Wages Act 1948/ Minimum Wages Rule 1950 has to be made. **A Labour deployment cum attendance report is also required to be submitted with each bill for payment of the same.** 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 prospective tenderers are advised to incorporate the following components during working out of the wages in various categories of employees to be engaged by them. 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 incorporate 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. **EDLI** 1976, 6. **Bonus (if entitled)**. The minimum wages shall be governed in accordance with the rates to be circulated by the Govt. of India from time to time through its Gazette notification. Payment of bonus will be made as per 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 01.10.2018.

1. Skilled labour: @ Rs. 679/- per day
2. Glass Blower @ Rs.25,200/- per month consolidated.

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 provision as laid down in 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 (i) Maintenance Supervisor, (ii) General Supervisor & (iii) Glass Blower will be paid Consolidated Salary @ Rs. 22000/- per month. On renewal of contract (if granted), annual increment will be granted @ 5% of the consolidated salary in respect of Glass Blower.

COMPLIANCE OF MINIMUM WAGES ACT. :

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 Minimum Wages Act. 1948 to be maintained by the Agency.

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 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 to 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 as applicable. The Engineer-in-Charge of the Substation 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, the IACS shall have 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.
- b. After giving notice to the contractor to measure up the work done by him in order to get the balance work done by another contractor. Any expenses which may be incurred in excess of the sum which would work had been executed by him, shall be borne and paid by the original contractor and may be deducted from any of his dues.

a. TERMINATION:

The IACS authority shall have the right to terminate the Contract at any time by serving one month's notice or a monthly payment in lieu of that without showing any reason whatsoever.

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 of 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 interalia, 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 included 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

xxxii) 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.

xxxiii) 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.

xxxiv) 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.

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

xxxvi) 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 reason award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

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 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.

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

xl) 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.

xlii) 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.

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

xliv) 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.

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 _____

PRICE BID

Name of Work: AMC for Man Power deployment in AC operation, maintenance, reinstallation & Glass Blowing operation in Workshop, IACS

SL NO.	Designation	Category	Wage per day (Rs.)	No of employees	Toal wage per day (Rs.) = (CxD)
	(A)	(B)	(C)	(D)	(E)
1	AC Technician	Skilled	679.00	2	1358.00
2	TOTAL PER MONTH (26 DAYS)				35308.00
3	Contractor's profit & overhead @% on (on Sl No. 2)				
4	EMPLOYER'S EPF CONTRIBUTION @ 13.00%				4590.04
5	EMPLOYER'S ESI CONTRIBUTION @ 4.75%				1677.13
6	Total for (2 +3+ 4+5) per month				
7	CGST @ ____% (on Sl. No.6)				
8	SGST @ ____% (on Sl. No.6)				
9	Total for (6+7+8) per month				
10	Grand Total for 12 months [= Sl. no. 9 x12]				

SL NO.	Designation	Category	Consolidated pay per month (Rs.)	No of employees	Total Pay /Month (Rs.) C X D
	(A)	(B)	(C)	(D)	(E)
11	Glass Blower	Operator	25200.00	1	25200.00
12	Contractor's profit & overhead @% on (Sl. No.11)				
13	CGST @ ____% (on Sl. No.12)				
14	SGST @ ____% (on Sl. No.12)				
15	Total for (Sl. No.12+13+14) per month				
16	Grand Total for 12 months (= Sl. no. 15x12)				

Bonus will be paid annually as per the Payment of Bonus Act, 1965 (Amended up to date)

Wage payment will be as per the Minimum Wages Act, 1948 subject to wage revision

Signature of Bidder with Date & Stamp