

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 01.10.2015.

1. Semi-Skilled labour: @ Rs. 390/- per day
2. Glass Blower @ Rs.22000/- 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.

K. 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.