



Indian Association for the Cultivation of Science  
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NIT No. IACS/El/CG/16-17/99

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** : AMC for round the clock operation & maintenance of 3 MVA, 6KV/415V Indoor type Distribution Substation along with DG sets including operations of drinking water pumps in the campus of IACS, Jadavpur, Kolkata-32

**Type of Work** : Deployment of Manpower & other necessary supports for the above mentioned work on round the clock (24x7, 365 days) basis.

**Estimated Cost** : Rs. 42,25,168/-

**Earnest Money Deposit** : Rs. 84, 504/- (Rupees Eighty four thousand five hundred four 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. The minutes of the pre-bid meeting will be uploaded in the website of IACS for wide circulation of the same.

**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 total installed capacity of indoor type transformer should not be less than 1000 KVA** under Central/State Government, Semi-Government, PSU, Govt. funded Autonomous Body , large commercial 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 total installed capacity of indoor type transformer should not be less than 500 KVA** under Central/State Government, Semi-Government, PSU, Govt. funded Autonomous Body , large commercial 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 **"Operation & Maintenance (24x7) of Indoor type Substation"**.

**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. 6 lacs (Rupees six 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. 15 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.

**i) 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

### A. Brief Description of Electrical Infrastructure:

- i. 3 nos. 1000 KVA, 6KV/415 V, Dry type transformer with accessories
- ii. 5-panel HT VCB switchboard of 800 A /6KV
- iii. 4 sets of MV Panel board having ACBs (800A-1600A)/ 415 V along with outgoing switch fuse units, metering arrangement etc.
- iv. All control and power cables connected with above HT/MV panels including all outgoing feeders upto receiving end.
- v. Manual Capacitor banks of capacity 525-700 KVAR.
- vi. Any other equipments/accessories as may be required to install to improve the performance of the substation along with capacity addition as will be required.
- vii. 1 no. 200 KVA Diesel engine Alternator set with AMF Panel etc.
- viii. 1 no. 250 KVA Diesel engine Alternator set with AMF Panel etc.
- ix. 2 nos 500 KVA Diesel engine Alternator set with AMF Panel etc.
- x. LOW & Medium Voltage (230 V & 415V) Distribution network and its equipment/fittings/accessories etc spread over the campus of IACS i/c the changes as may be taken place during the period of contract also.

### B. Man power Deployment:

Daily round the clock deployment of technical staff (3-shifts a day basis) along with General Shift would be made by the Contractor within the scope of deployment of manpower. However, exact no. & type of manpower would be decided by the Engineer-in-Charge as per requirement. The total no. of manpower may vary from time to time as per discretion of the Engineer-in-Charge. The following manpower has to be provided in each shift along with General shift.

- i. One no. Shift Supervisor in the category of supervisory grade.
- ii. One no. Electrician in the category of Skilled Employee
- iii. One no. Electrical Helper in the category of unskilled employee
- iv. One no. DG set operator in the category of Skilled Employee.
- v. In addition to the above, one General Supervisor would be provided in the General Shift only.

**Shift wise Manpower Deployment will be as follows:**

| Shift                              | Supervisory<br>(Electrical Shift<br>Supervisor) | Skilled<br>employee<br>(Electrician) | Unskilled<br>Employee<br>(Electrical<br>Helper) | Skilled<br>Employee<br>(DG set<br>Operator) | Total<br>Manpower<br>required |
|------------------------------------|-------------------------------------------------|--------------------------------------|-------------------------------------------------|---------------------------------------------|-------------------------------|
| Shift-A                            | 1 No.                                           | 1 No.                                | 1 No.                                           | 1 No.                                       | 4 Nos.                        |
| Shift-B                            | 1 No.                                           | 1 No.                                | 1 No.                                           | 1 No.                                       | 4 Nos.                        |
| Shift-C                            | 1 No.                                           | 1 No.                                | 1 No.                                           | 1 No.                                       | 4 Nos.                        |
| Reliever                           | 1 No.                                           | 1 No.                                | 1 No.                                           | 1 No.                                       | 4 Nos.                        |
| General Supervisor (General Shift) |                                                 |                                      |                                                 |                                             | 1No.                          |
| <b>Grand Total</b>                 |                                                 |                                      |                                                 |                                             | <b>17 Nos.</b>                |

In this context, it is to be mentioned that, after performing the duty of relievers etc., they will perform duty in General shift.

### **Qualification & Experience:**

- a) *The Electrical Shift Supervisors should be preferably within 55 years of age and should have working experiences of not less than 10 years in the area of Electrical distribution Substation and electrical network maintenances of research laboratory/ office building works etc. They should possess valid Electrical Supervisor's Competency Certificate (SCC) for part No. 1, 2, 3, 4, 5, 7A, 7B, 11 & 12 issued by the competent authority for handling up to 33 KV systems.*
- 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) of working in an indoor type substation preferably.*
- c) *The DG sets operators (i.e. Skilled Category) should be preferably within 45 years of age and should possess adequate experience (not less than 5 years) of operation of DG sets of capacity not less than 500KVA. He should have thorough knowledge about various components of DG sets and its functioning.*
- d) *The Electrical Helpers (Unskilled Category) should have 3 years' experience in electrical work field with sound physique and acquainted with all types of electrical tools & tackles. He should preferably be within the age of 40 years.*
- e) *The General Supervisor should have minimum 3 years of experience in the relevant field which would include maintenance of Registers, Files, Record keepings, preparation of Duty Chart etc. in connection with the above job. The candidate shall be responsible for maintenance/monitoring of formalities as asked for in the Minimum Wages Act. 1948 and Minimum Wages Rules 1950 on behalf of the principal employer. The candidate should be Graduate in any discipline and should have obtained his/her degree from a Govt. University. The candidate should have experience in computer typing (application of MS Office).*

The General Supervisor will perform General Shift duty only on six days a week basis. He will be responsible for general supervision including maintenance of various registers, preparation of duty chart, preparation of Electricity Bills for IACS staff quarters, checking of attendances, cleanliness of the substation premises, keeping records etc. and other formalities as will be required towards compliances of the provisions of Minimum Wages Act-1948 & Minimum Wages Rules 1950 and other labour rules as applicable.

On the other hand, relievers are required to be engaged for providing weekly day of rest as prescribed by the Minimum Wages Act-1948 & Minimum Wages Rules 1950 and to run the shifts on holidays etc. to ensure the round the clock service. *The Contractor shall deploy the relievers in General Shift after performing their duty as reliever.*

**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 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 authorised 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 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 Service Identity card, uniform with company's logo, safety shoe, helmet etc. for their employees. However, Bio-Data along with photocopy of Photo ID proof (Voter's I-card/ PAN card/Aadhar card or similar type of evidence) pertaining to the employees to be engaged 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.

#### **Responsibility:**

- i. Daily opening / closing of doors / windows of the Sub-Station as will be required, daily cleaning, checking and care taking of all the equipments & accessories of the Sub-Station including up keeping of rooms and premises.
- ii. Maintenance of log book/sheet by hourly/half-yearly recording of operating data & observations of the Sub-Station equipments and Supply System /as will be directed by the IACS authority including following up with CESC/Power Supply company officials during interruptions of power/power failure from CESC end for the early restoration of supply. The Electrical Supervisors should be capable of understanding & handling various relays, relay setting, control wiring, switchgear operation etc.
- iii. Time to time operation of capacitor Bank (manually) on round the clock basis to achieve the maximum power factor rebate on energy bill of CESC/Power Supplier.
- iv. Day to day's repairing and breakdown-maintenance work of all the equipments as will be required. However, for extra manpower & materials (if required) during breakdown, payment will be made extra on this account.
- v. Carrying out of any preventive/periodical shutdown maintenance work in order to have uninterrupted supply at no extra cost.
- vi. Apart from Sub-Station, any emergency & odd hours electrical maintenance work in the entire campus of IACS if occurs beyond the office hours including holiday / Saturday & Sunday should promptly be taken up. If extra manpower has to be engaged as per requirement for which cost of additional labour and material if found necessary may be charged extra with monthly bill

- vii. Daily routine check of the silent canopy DG sets as per the maintenance schedule of the manufacturer i/c cleaning.
- viii. Round the clock manning for operation/monitoring of the DG sets to supply stand-by power on need basis.
- ix. Routine "test run" of the DG sets as per instruction of IACS officials
- x. Transportation of fuel, lubricant, coolant etc from Petrol Pump / Departmental store to the site of DG set
- xi. Maintenance of DG set log book/log sheet on regular basis
- xii. Operation of drinking water pumps under the guidance of the civil engineering department of IACS.
- xiii. Monitoring & operation of various electro-mechanical services viz. Package & VRF AC plants, Lifts etc. as per instruction of the Engineer-in-Charge.
- xiv. Any other maintenance schedule as will be prescribed by IACS from time to time
- xv. Persons deployed 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 IACS for any reason what so ever.
- xvi. It is to be explicitly undertaken by the Contractor that all statutory and legal requirements in respect of the man power deployment by the Contractor shall be fulfilled by the Contractor themselves and IACS shall not be responsible for any manner directly or indirectly.

#### **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. (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 to be used by the substation operators 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 equipments 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 **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). 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 of an employee who will be governed by the Minimum Wages Act 1948 & Minimum Wages Rules 1950 shall incorporate the following components:

1. **Basic wages, 2. VDA, 3. ESI, 4. EPF, 5. EDLIS 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 “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 per head
2. Unskilled labour: @ Rs. 374/- per day per head

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’ & ‘DG set operator’ shall be governed as per Minimum Wages Act 1948/ Minimum Wages Rules 1950.**

**Salary:**

The Contractor’s Employee with designation (i) Electrical Shift Supervisor & (ii) General 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 by IACS), annual increment will be granted @ 5% of the consolidated salary in respect of all the supervisors.

**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 misbehaviour/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 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 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 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 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.

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.