

भारत सरकार Government of India
परमाणु ऊर्जा विभाग Department of Atomic Energy
सचिवालय सहायता अनुभाग Secretariat Support Section

अणुशक्ति भवन Anushakti Bhavan,
छ.शि.म. मार्ग C.S.M. Marg,
मुंबई - 400 001 Mumbai - 400 001.

निविदा सूचना / Tender Notice

No. सं. 4/1(1)/2018-SSS/370

Date: 23.04.2018

भारत के राष्ट्रपति की ओर से अवर सचिव (सचिवालय सहायता अनुभाग), पऊवि सचिवालय, मुम्बई परमाणु ऊर्जा विभाग सचिवालय, अणुशक्ति भवन, सी.एस. एम. मार्ग, मुम्बई -400 001 में हाऊसकीपिंग का कार्य करने तथा मल्टीटास्किंग स्टाफ के लिए पात्रता मानदण्ड को पूरा करने वाले ठेकेदारों से मुहरबंद निविदाएं आमंत्रित करते हैं।

Under Secretary (Secretariat Support Section), DAE Secretariat, Mumbai, for and on behalf of the President of India, invites sealed tenders from contractors who are fulfilling the eligibility criteria for the work of housekeeping jobs and Multitasking staff in the Department of Atomic Energy Secretariat, Anushakti Bhavan, C.S.M. Marg, Mumbai - 400 001.

2. बिड को प्रस्तुत करना निविदा सूचना के निम्नलिखित संलग्नक में दर्शाए गए प्रावधानों/मानदण्डों के अधीन है।

The submission of the bid is subject to the provisions/criteria mentioned in following annexure to Tender Notice:

क्र.सं. S.No.	विवरण Description	अनुलग्नक सं. Annexure No.
1	कार्य की प्रकृति, कार्यक्षेत्र, विनिर्देशन तथा समय सारिणी Nature, scope, specification and schedule of work	अनुलग्नक Annexure -1
2	विभाग द्वारा उपलब्ध करवाई जाने वाली सुविधाएं Facilities provided by the Department	अनुलग्नक Annexure -2
3	पात्रता एवं योग्यता मानदण्ड Eligibility and qualification criteria	अनुलग्नक Annexure -3
4	संविदा की निबंधन एवं शर्तें Terms and Conditions of the Contract	अनुलग्नक Annexure -4
5	वित्तीय बिड Financial Bid	अनुलग्नक Annexure -5

3. संभावित बिडर अनुभाग अधिकारी (एसएसएस) से टेलीफोन पर पूर्व अनुमति लेकर सुरक्षा प्रक्रियाओं की पूर्व आवश्यकताओं का पालन करने की शर्त पर दिनांक 24.04.2018 से दिनांक 04.05.2018 के दौरान 1400 बजे से 1600 बजे तक साइट का निरीक्षण कर सकता है।

Prospective bidders can inspect the site between 1400 Hrs to 1600 Hrs during 24.04.2018 to 04.05.2018 on prior approval from the Section Officer(SSS) over telephone (Tel.No.022-22862702) subject to adhering to pre-requisite security procedures.

4. संभावित बिडर डीएई की वेबसाइट www.dae.gov.in / www.dae.nic.in से निविदा प्रपत्र डाउनलोड कर सकता है। ये निविदा प्रपत्र दिनांक 04.05.2018 (1700 बजे तक) उपलब्ध रहेंगे। निविदा दस्तावेज के लिए कोई प्रभार नहीं है।

The prospective bidders can use the downloaded tender document from the DAE website : www.dae.gov.in / www.dae.nic.in The tender document will be available for downloading upto 04.05.2018 (1700 hours). There is no charge for tender document.

5. निविदा प्रस्तुत करने से पहले संभावित बिडर यह सुनिश्चित कर लें कि वे निविदा आमंत्रण सूचना के सभी मानदण्ड पूरा करते हैं। इस विभाग के पास उन एजेंसियों के निविदा दस्तावेजों को अस्वीकार करने/विचार न करने का अधिकार है जो निविदा आमंत्रण सूचना के शर्तों को नहीं पूरा कर रहे हैं और/या विगत में उनके द्वारा किए गए कार्यों पर प्रतिकूल रिपोर्ट है।

Prospective bidders to satisfy themselves of fulfilling all the NIT criteria before submission of the tender. The Department reserves the right to reject/non-consideration of tender documents of the agencies who are not fulfilling the NIT stipulations and/or having adverse reports on the works carried out by them in the past.

6. **निविदा जमा करना Submission of tender:**

कार्यों के लिए निविदा अवर सचिव (एसएसएस), परमाणु ऊर्जा विभाग, अणुशक्ति भवन, सी.एस. एम. मार्ग, मुम्बई - 400 001 के कार्यालय में दिनांक 07.05.2018 को 1500 बजे तक प्राप्त की जाएंगी तथा उसी दिन 1530 बजे से 1730 बजे के बीच खोली जाएंगी। इच्छुक पार्टियां जिन्होंने बिड प्रस्तुत की हैं, वे अवर सचिव (एसएसएस) से पहले अनुमति लेकर बिडों की ओपनिंग में भाग ले सकते हैं। सुरक्षा कारणों से बिडों को खोलते समय निविदाकार के केवल एक प्राधिकृत प्रतिनिधि को भाग लेने की अनुमति होगी।

The tender for the works shall be received upto 1500 hours on 07.05.2018 in the office of the Under Secretary(SSS), Department of Atomic Energy, Anushakti Bhavan, C.S.M. Marg, Mumbai – 400 001 and shall be opened between 1530 hours and 1730 hours on the same day. The interested parties, who have submitted the bid, may attend opening of the bids subject to prior approval from the Under Secretary(SSS). Only one authorised representative of the Tenderer shall be allowed to attend while opening the bids due to security reasons.

7. अपूर्ण तथा/या बिना ईएमडी की निविदा तथा/या निर्धारित तिथि/समय के बाद प्राप्त होने वाली निविदा पर विचार नहीं किया जाएगा।

The tender received incomplete and/or without EMD and/or after due date/time shall not be considered.

8. विभाग के पास संभावित ठेकेदार द्वारा प्रस्तुत विवरणों को स्वतंत्र रूप से सत्यापित करने तथा कोई कारण बताए बिना निविदा को स्वीकार करने या अस्वीकार करने का अधिकार सुरक्षित है। एजेंसियों का लघुसूचीयन उनके प्रत्ययपत्र का पूर्ण सत्यापन तथा उनके द्वारा किए गए कार्यों के निरीक्षण के अधीन है।

The Department reserves the right to verify the particulars furnished by the prospective contractor independently and accept or reject the tender without assigning any reasons thereof. Shortlisting of the agencies shall be subject to thorough verification of their credentials and inspection of works carried out by them.

9. ऐसे ठेकेदार जो ईएसआईसी तथा भविष्य निधि अधिनियम तथा श्रमिक के नियोजन से संबंधित संगत सांविधिक अधिनियमन के तहत पंजीकृत नहीं हैं, उन्हें आवेदन करने की आवश्यकता नहीं है।

Contractor not registered under the ESIC and Provident Fund Act and other relevant statutory enactments dealing with employment of labour need not apply.

10. यदि बाद में पर निविदा दस्तावेज में दी गई कोई सूचना गलत/असत्य पायी जाती है, तो बिडर की कम्पनी/ठेकेदार/व्यक्ति को परमाणु ऊर्जा विभाग तथा इसकी संघटक इकाइयों/सार्वजनिक क्षेत्र की इकाइयों/सहायता प्राप्त संस्थानों में निविदा डालने/कार्य करने से वंचित कर दिए जाने योग्य होंगे।

If any information furnished in the tender document is found to be false/incorrect at a later stage, the bidder company/contractor/individual shall be liable to be debarred from tendering/taking up works in the Department of Atomic Energy and its constituent Units/PSUs/Aided Institutions.

Sd/-

(अशोक बी. गेरीरा Ashok B. Gerira)

अवर सचिव, भारत सरकार

Under Secretary to the Government of India

**1. कार्य की प्रकृति, कार्यक्षेत्र, विनिर्देशन तथा समय सारिणी
Nature, scope, specification and schedule of work**

(i) हाऊसकीपिंग कार्य Housekeeping works:

Sl. No.	Description	Periodicity
1	Sweeping, Mopping and cleaning of canteen premises and Toilets and Bathrooms, washing of glazed tiles on walls, urinal pots, w/c pots, sinks, wash basins with disinfectants located in OYC & Anushakti Bhavan buildings, including Driver's Room in the DAE Secretariat premises.	Daily thrice
2	<ul style="list-style-type: none"> • Sweeping and Mopping of floors, veranda, balcony, staircase area, lift area and dusting of all fitting and fixtures in OYC & Anushakti Bhavan buildings including Driver's Room and Canteen using disinfecting materials like phenyl, dettol, detergent, liquid soap, etc. • Sweeping of road/open area inside the premises. Removing of small plants grown between paver blocks laid on the surrounding of the OYC and Anushakti Bhavan Building areas as and when required. • Filling up of liquid soap container with good quality liquid soap • Clearing and cleaning of dust-bins. • Collecting garbage and arranging it for the collection of the Municipality 	Daily Once as well as when specifically instructed to do so
3	<ul style="list-style-type: none"> • Cleaning of all balcony, veranda with scrubbing machine and/ or scorch bite pad, buffing with scrubbing machine of toilet floor, glazed tiles, wash basins, urinals, water cooler locations, etc. including driver's room and canteen. • Cleaning of sliding glasses, window panes/frames, door glasses, sliding glasses, etc of Ground Floor. 	Weekly once
4	ATI, '0' Floor, V.S. Bhavan, Anushaktinagar (only office premises, training halls) THE PROSPECTIVE BIDDERS MAY INSPECT THE AREA BY OBTAINING PRIOR PERMISSION OF THE DEPARTMENT.	As per the requirement of ATI

(ii) मल्टीटास्किंग स्टाफ का कार्य Multitasking staff works

1	<ul style="list-style-type: none"> • Xeroxing/photocopying of various documents / files • Binding in Office or outside and nearby office • Arranging documents / files in proper places • Movement of documents / files /dak to various sections • Collection & delivery of dak within DAE Secretariat / Mumbai based DAE Units • For going to Post Office / Courier Office for dak delivery etc. • Any other related jobs. 	Daily
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2. हाऊसकीपिंग कार्य के क्षेत्रवार विनिर्देशन Area-wise specification of Housekeeping work:

Location and details	Approx. Area	Specification of work
Anushakti Bhavan (having Kotha Stone, mosaic, vitrified tiles flooring)	3100 Sq. M.	Acid cleaning is not allowed.
Anushakti Bhavan (having PVC tiles flooring)	2300 Sq. M.	Cleaning to be done with mild soap solution. Should be dried immediately.
OYC Building, Anushakti Bhavan (other area), Driver's Room, etc. (Normal floor)	4500 Sq. M.	Suitable and effective cleaning.
ATI, 0 floor, V.S. Bhavan, Anushaktinagar	408 Sq. M.	Suitable and effective cleaning.

3) कार्य करने की समय सारिणी Schedule of performing works

(i) हाऊसकीपिंग कार्य Housekeeping works:

The cleaning work should be carried out on following times/days:

Work & Scope mentioned at Sl.No.1 in the Table under Annexure-1 of Tender Notice:

Daily thrice - First cleaning before 0900 hours,
Second cleaning between 1100 hours and 1130 hours and
Third Cleaning between 1500 hours to 1530 hours (Monday to Friday).

Work & Scope mentioned at Sl.No.2 in the Table under Annexure-1 of Tender Notice:

Daily once - Between 0700 hours and 0900 hours (Monday to Friday).

Work & Scope mentioned at Sl.No.3 in the Table under Annexure-1 of Tender Notice:

Weekly - On Saturdays Between 0700 hours to 1530 hours or till the completion of identified work, whichever is later.

(Note : Additional cleaning shall be carried out as and when required basis)

Work & Scope mentioned at Sl.No.4 in the Table under Annexure-1 of Tender Notice:

As per the directions of Director, ATI, V.S. Bhavan, Anushaktinagar or authorised representative of the Department.

Note: (1) In case the above work(s) is not completed within the prescribed time, the concerned officer of the Department may direct to carry out / complete the work even after the prescribed time limit as the responsibility of completion of work is binding on the contractor and the decision of the Department shall be final in this regard.

(2) A penalty of ₹500/- per day shall be levied in case of not cleaning the area specified as per schedule.

(3) The contractor shall supply the consumables items required for carrying out the housekeeping jobs as mentioned at Sl. No.10 of Annexure – 5

on monthly basis.

(ii) मल्टीटास्किंग स्टाफ का कार्य Multitasking staff works

Work & Scope mentioned at Sl.No.1(ii) in the Table under Annexure-1 of Tender Notice:

The working hours shall be 0900 hours to 1730 hours (Monday to Friday).

4. संविदा की अवधि Period of Contract:

The period of Contract will be for one year i.e., from June 01, 2018 to May 31, 2019. If required the contract may be extended for a further period of one year based on satisfactory performance and on mutual agreement. The rates throughout the contract shall remain same.

5. सामग्री की आपूर्ति Supply of material:

The Contractor shall supply the material as per monthly requirement of materials for proper cleaning of the site as specified at Sl.No.10 of Annexure-5 within first week of every month. In case of any short supply of materials, double the market price of materials will be recovered from the monthly bills.

6. **बयाना जमा Earnest Money Deposit (EMD):**

Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks for ₹94,300/- (**Rupees Ninety Four Thousand Three Hundred only**) to be drawn in favour of Pay and Accounts Officer, DAE. The quotation, without valid EMD as mentioned above will be summarily rejected. The EMD of unsuccessful bidders will be returned immediately after awarding the contract.

अनुलग्नक ANNEXURE -2

विभाग द्वारा उपलब्ध करवाई जाने वाली सुविधाएं Facilities provided by the Department

- 1) Electrical and water supply required for smooth execution of the work will be provided by the Department.
- 2) Authorised Departmental personnel/Caretaker, DAE will provide necessary assistance for the entry/exit of the outsourced labourers.
- 3) Provision for rest room for labourers deployed at the site will be made.

अनुलग्नक ANNEXURE-3

पात्रता एवं योग्यता मापदण्ड Eligibility and qualification criteria

पात्रता/योग्यता Eligibility/Qualification : Prospective agencies will be required to fulfil following criteria for participating in the tendering process and to submit self attested documentary proof along with their tender:

- a) Experience of having successfully completed any of the following works during last Four Years ending last day of the month previous to the one in which NIT has been published should be either of the following:
 - (i) Three similar works completed costing not less than 40% of the estimated cost or
 - (ii) Two similar works completed costing not less than 50% of the estimated cost each
or
 - (iii) one similar work completed costing not less than 80% of the estimated cost.
- b) List of similar works in hand and similar works carried out for the last Four years indicating:
 - i) Agency for whom executed;
 - ii) Value of work;
 - iii) Completion time as stipulated and actual, or present position of the work.
- b) Certificates : Performance Certificate of labour employed with past and current clients; PAN (Permanent Account Number) reference; GST Registration; ESIC; Provident Fund and any other certificates issued by other statutory authorities dealing with employment of labour.
- c) Offers received without EMD and copies of documents as mentioned at (a), (b) and (c) above will be summarily rejected.

निबंधन एवं शर्तें TERMS AND CONDITIONS

1) न्यूनतम मजदूरी Minimum Wages:

- a) The Tenderer shall pay the minimum wages to the labourers / workmen as declared by Maharashtra State Government or Central Government whichever is higher and other allowances mentioned therein.
- b) If after submission of Tender, the wages of the labourer / workmen increases as a direct result of coming into force of any applicable law or statutory rule or order beyond the wages prevailing at the time of the last stipulated date of receipt of Tenders including extensions, if any, for the work during the contract period, the Tenderer / Contractor shall be compensated for such increase as per the provision of the law and the amount of contract shall accordingly be raised subject to the condition that such compensation for wages shall be available only for the work done during the stipulated period of contract including the justified period extended. Further, the compensation arising out of the revision, if any, will be restricted to difference in minimum wages including EPF, ESIC but excluding Bonus, Overheads and Profit.
- c) The wages for the preceding month are to be deposited in the bank A/C of each labourer /worker /workmen on or before seventh of subsequent month. Hence Tenderer shall ensure that all the contract workers are having a bank account and also facilitate worker for opening the account.
- d) Every month the Tenderer shall submit documentary evidence (bank statement of deposit of amount in each worker's bank A/C) to Section Officer(SSS), DAE.
- e) The payment to the Contract Labour shall be made through bank by the Tenderer. In isolated case if the payment is made by cash, the contractor shall ensure that the disbursement of wages is made in the presence of Section Officer(SSS) or his authorized representative and in both the cases, the Tenderer shall submit Register of Wages or the (Register of Wages-cum-Muster Roll) as the case may be, to the Section Officer(SSS) for checking and signature by him or his authorized representative.

2) बिड को स्वीकारना Acceptance of Bid:

- a) Acceptance of bid by DAE shall be communicated to the Tenderer through a 'Letter of intent', followed by detailed Work Order, which shall form part of the Contract. Failure and negligence to accept the 'Letter of Intent' on the part of the Tenderer shall entitle DAE to forfeit the Earnest Money Deposit (EMD) submitted by the Tenderer. The decision of DAE, in this regard shall be final and binding.
- b) No intimation shall be sent to the unsuccessful Tenderers. However, the EMD shall be refunded without interest to the unsuccessful Tenderers within 30 days from the date of issue of 'Work Order'.

3) प्रतिभूति जमा /निष्पादन गारंटी Security Deposit (SD) / Performance Guarantee:

- a) The successful Tenderer, on acceptance of letter of intent, shall **within 15 days** arrange to deposit an **amount equal to 5% of the tendered and accepted value of the work as 'Performance Guarantee'** in the form of Bank guarantee / Fixed deposit receipts of scheduled bank or in the form of Government Securities(**Annexure-F**)
- b) Rest of the Security Deposit will be collected by deductions **@ 2.5% of the gross amount of the running bill** of the Tenderers till the total sum (along with the sum already deposited as Earnest Money if EMD is submitted in the form of Demand Draft) deducted will amount to 2.5% of the contract value of work. Alternatively, instead of deduction from running bill the said part of Security Deposit will also be accepted in the form of Governments Securities, Fixed Deposit Receipts of any Scheduled Bank alongwith Performance

Guarantee. The Security Deposit shall be endorsed in favour of "Pay and Accounts Officer, DAE".

- c) If the successful Tenderer, fails to furnish the prescribed performance guarantee on or before stipulated dates of commencement, the President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if this successful tenderer, fails to commence work **within the stipulated time**, the President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolute.
- d) The Security Deposit / Performance Guarantee kept with DAE shall not bear any interest. However, on completion of the Agreement satisfactorily, the Security Deposit and Performance Guarantee will be refunded to the Agency within **60 days** of the successful completion of contract on receipt of final clearance of all dues and statutory obligations.
- e) The Security Deposit and Performance Guarantee and EMD will be liable for forfeiture in case of premature termination of Contract by the Contractor without giving due notice, and/or in other cases of termination by DAE for any reason amounting to breach of contract by the Tenderer or any other grave misconduct.
- f) DAE reserves the right to recover / adjust any amount which may be due from the Tenderer from their earnest money, security deposit, against any payment due to them from DAE.

4) कार्य का निष्पादन Performance of the Work:

- a) The work shall be performed or the services shall be rendered by the Tenderer in accordance with the specification(s) described in the letter of intent / contract. However, changes / modifications if any, required during the execution of contract may be carried out as per the mutual discussions between the parties and such changes / modifications shall form part of this contract.
- b) The authorized representative of the Under Secretary(SSS) shall have full powers and authority to issue the instructions to the Tenderer from time to time during execution of work, as shall be necessary for the purpose and adequate execution and maintenance of the work and the Tenderer shall carry out the work accordingly and be bound by the same.
- c) The Tenderer shall employ in or about execution of the work only such persons as are careful and experienced in their several trades and DAE shall be at liberty to object and to require the Tenderer to remove from the works any persons employed by the Tenderer in or about the execution of works who, in the opinion of the DAE, misconduct himself or is incompetent or negligent in the proper performance of his duties and all such persons shall not again be employed upon the works without the permission of DAE.

5) वर्दी/जूते Uniforms / Shoes:

The Tenderer shall be required to provide minimum of two sets of uniforms along with one pair of water proof sandal / shoe per year to all employees within one month of commencement of the contract. Terry cotton material shall have to be used for uniforms

6) दण्ड Penalty:

- a) The services being provided in the DAE premises shall be subjected to inspection without prior notice by the authorized representatives of DAE. If, during inspection any service is found unsatisfactory, then the Tenderer shall be liable to a penalty of ₹1,000/- on each occasion. If the services are found below specifications repeatedly, then the Security Deposit shall be forfeited and the contract shall be terminated by giving 30 days notice.
- b) The cost of Uniform/Laundry charges should be taken into account while submission of Tender. The Tenderer will be held responsible in case of non-compliance in this matter and will attract a penalty of ₹ 50/- per person per day.
- c) If the Tenderer engages less than 16 persons for housekeeping jobs and less than 8 persons for multi tasking jobs on any day, ₹750/- (Rupees Seven Hundred Only) per head per day will be recovered as penalty from Contractor's monthly bill.

7) **स्टाफ Staff:**

- a) **The Contractor should ensure the deployment of minimum Sixteen (16) workers including One (1) supervisor and a minimum of Two (2) female workers for housekeeping jobs and Eight (8) workers for multitasking jobs.**
- b) The Tenderer shall provide full particulars and other details of the person(s) to be deployed for the execution of the work, to DAE on regular basis.
- c) The Tenderer shall engage only such persons who are disciplined and medically fit and are above 18 years and below the age of 55 years. Before deploying the workers the Tenderer should furnish medical fitness certificate of their workers.
- d) The MTS should be able to read English and Hindi.

8) **सुरक्षा नियम Security Regulations:**

- a) The Tenderer has to follow strictly the security regulations prevailing in the areas from time to time, especially in regard to the working hours, movement of materials and entry permits. All the workers of the Tenderer should be in a possession of identity cards (to be arranged by the Tenderer) in order to ensure that unauthorized persons do not enter into work site. Any breach of regulations will be viewed seriously.
- b) Entry permits will be issued in favour of the Tenderer and his employees based on applications made to the concerned authorities. For this purpose the Tenderer will be required to produce Police Clearance Certificate for himself and his employees/workers along with the said application. Police verification certificate, thus submitted with respect to an individual will be treated valid only for three year from the date of issue and on expiry of three year period a fresh police clearance certificate will have to be produced. The contractor should note that police verification certificate shall be valid as per latest circular.

9) **परिनिर्धारित नुकसान की उगाही Levy of Liquidated Damages:**

- a) DAE shall be within its right to levy on the Tenderer the compensation as Liquidated Damages, to cover the total cost incurred by it for making alternative arrangements for the delays attributable to the Tenderer, sub-standard quality of services, non-deployment of adequate and sufficient number of labourer(s) and supervisor.
- b) In assessing the compensation as Liquidated Damages the decision of DAE shall be final and binding.
- c) The amount of the Liquidated Damages shall be adjusted and set against the sum of money payable to the Tenderer under this contract with DAE.
- d) In case the service is not carried out as specified in the Scope of Work, appropriate penalty as decided by DAE will be levied for each default. This is without prejudice to any other action to be taken in terms of the Contract.
- e) DAE may either Levy Liquidated Damages or impose Penalty or both as decided by DAE.

10) **समाप्ति Termination:**

- a) DAE shall have the right, any time during the duration of the contract to suspend, terminate or cancel the services of the Tenderer by giving written notice of not less than 30 days to the Tenderer. Termination of Contract can be on any of the following :
 - i. default by Tenderer.
 - ii. failure to deliver any or all of the services / complete the work within the specified timings specified in the contract
 - iii. failure to perform any other obligation(s) under the contract.
- b) In the event, the contract is terminated due to reasons of unsatisfactory performance, negligence or inordinate delay in providing of services, DAE shall be free to forfeit the Security Deposit fully or partially.

- c) In case DAE terminates the contract in whole or part, DAE shall not pay any compensation in any form to the Tenderer for the balance period of contract.
- d) The Tenderer / Contractor may withdraw from the contract by giving **90 days** of notice in writing to DAE with reasons for termination of contract.

11) संविदा का पहले समाप्त हो जाना Foreclosure of the Contract:

- a) It shall be within the authority DAE, at any time after acceptance of the bid or during the execution of the work, to foreclose or reduce the scope of the work, for any reason whatsoever, either partly or wholly by giving the written notice of **not less than thirty days** to the Tenderer. In such an event, the Tenderer shall have no claim whatsoever on account of any profit(s) or advantage(s) which the Tenderer might have derived from the execution of work in full but for the reasons of the foreclosure of the whole or part of the Contract.
- b) The decision of DAE with regard to the foreclosure of the contract and / or reduction of scope of work shall be final and binding for which no disputes what so ever, shall be raised by either of the party to this contract.

12) भुगतान Payment:

- a) Payment shall be made on monthly basis on receipt of certificate from the authorized representative of Section Officer(SSS), DAE regarding satisfactory services rendered on production of following documents:
 - 1. GST Bill and Advanced stamped receipts
 - 2. Copy of payment of PF in r/o workers
 - 3. Copy of payment of ESIC in r/o workers
 - 4. Copies of Muster Roll duly certified by Supervisor/Caretaker.
 - 5. Documentary evidence of deposit of wages in each worker's bank Account.
- b) The payment will be made provided all documents are submitted in time. In case, there is a delay in payment for any unforeseen reasons, DAE will not be liable to pay any interest. Payment will be made by Accounts Section, DAE by RTGS / NEFT on submission of bill to "Under Secretary(SSS), DAE, Anushakti Bhavan, Mumbai – 400 001."
- c) In case of revision in the rate of wages, during the contract / extension period due to **any applicable law or statutory rule or order**, the reimbursement will be restricted to minimum wages, EPF & ESIC, after the Tenderer / Contractor makes the payment to the labourer on production of documentary proof / evidence.

13) श्रम कानूनों का अनुपालन Compliance of Labour Laws:

- a) The Tenderer shall comply with all the applicable statutory provisions of labour laws like The Contract Labour (Regulation and Abolition) Act, 1970, The Payment of Bonus Act, 1965, The Payment of Gratuity Act, 1972, The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Employees" State Insurance Act, 1948, The Employees" Compensation Act, 1923, The Employees" Provident Funds and Miscellaneous Provisions Act, 1952, The Factories Act, 1948 etc. failing which necessary penalty shall be levied.
- b) The Tenderer shall maintain the following registers as per the Contract Labour (R&A) Act 1970 :-
 - 1) Register of workmen as per form XIII of Rule 75
 - 2) Employment cards as per form XIV of Rule 76
 - 3) Muster Roll register as per form XIV of Rule 78
 - 4) Any other register / record as required by the Labour Commissioner from time to time.

14) अतिरिक्त तथा /परिवर्धन के लिए भुगतान Payment for Extras and/additions

Any extra or additional item of work, if any, beyond the scope of work originally included in this contract, shall be paid on the basis of rates as may be mutually agreed between the parties.

15) संविदा की सब-लेटिंग या एसाइनमेंट Sub-letting or Assignment of Contract

No sub-letting or assignment of the contract is permitted.

16) बीमा Insurance

- a) The Tenderer shall take and maintain all necessary insurance at his own cost. The Tenderer shall provide at own cost and risk the personal accident insurance for the Tenderer's staff to cover any risk arising out of and from the work and services performed under this contract. The Tenderer will keep DAE fully indemnified from and against all claims, costs and charges arising out of personal injury to their employees and the Tenderer will be solely responsible to meet such claims and shall keep DAE indemnified at all times against all such claims Costs, Charges and Expenses arising out of such claims.
- b) The Tenderer shall be fully responsible for all risks arising from negligence, errors, omission, willful or otherwise, by him or his personnel, which occur in connection with rendering services as laid out in the Contract. The Tenderer shall be liable to compensate DAE for losses arising out of such negligence, errors and omissions.

17) विवाद का निपटान Settlement of Dispute:

- a) Except where otherwise provided in the contract, all questions and disputes relating to the meaning and interpretation of the terms of the contract and instructions herein before mentioned or as to the quality and adequacy of the work done arising out of these conditions, whether during the progress of the work or after completion or abandonment or cancellations thereof, shall be referred to the Sole Arbitration of the person to be appointed by the Joint Secretary(A&A), DAE.
- b) It is a term of the contract that the party who initiates arbitration proceedings shall specify the dispute to be referred to the arbitration under this clause together with the amount or amounts claimed in respect of each such dispute(s).
- c) Arbitration proceedings shall be conducted in accordance with the provisions contained in the Conciliations and Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and the rules and regulations so framed there under and for the time being in force shall apply to the arbitration proceeding under this clause.

18) गोपनीयता खण्ड Confidentiality Clause

- a) No party shall disclose any information to any third party concerning the matter under this contractor generally. In particular, any information identified as "Proprietary" in nature by the disclosing party shall be kept strictly confidential by the receiving party and shall not be disclosed to any third party without the prior written consent of the original disclosing party.
- b) This clause shall apply to the contractor or the employees engaged by the party with equal force.
- c) 'Restricted Information' categorized under Section 18 of the Atomic Energy Act 1962 and 'Official Secrets' under Section 5 of the 'Official Secrets Act 1923'. Any contravention of the above-mentioned provisions by any contractor or the employees of Tenderer will invite penal consequences under the aforesaid legislation.

19) **बिना अनुमति के प्रचार उद्देश्यों के लिए पऊवि का नाम प्रयोग करने पर प्रतिबंध**
Prohibition against use of DAE's Name without permission for publicity purpose

The Tenderer or the employees engaged by the contractor, shall not use DAE's name for any publicity purpose through any public media like press, radio, T.V. or internet without prior approval of DAE.

20) **पऊवि के अधिकार DAE's Rights**

DAE reserves the right for the following :-

- a) Rejection of the offer without assigning any reason whatsoever.
- b) Rejection of offer if found incomplete with regard to the required information regarding scope of work.
- c) Review of the services performed by the Tenderer and asks for any clarification and changes/modifications to the services performed by the Contractor. Such changes shall be mutually discussed and agreed upon between DAE and Tenderer and the same shall be incorporated by the Tenderer in the work without any dilution of the responsibility of the Tenderer.

Sd/-

(अशोक बी गेरीरा Ashok B. Gerira)

अवर सचिव, भारत सरकार
Under Secretary to Government of India

वित्तीय बिड Financial Bid

(to be submitted in the prescribed format only)

1	Name of the firm	
2	Registered Address	
3	Address for correspondence	
4	Contact Numbers	
5	e-mail id	
6	DD/Pay Order No. & Date (EMD)	
7	GST Registration No.	
8	PAN No.	
9	Number of non-consumables (Scrubbing machine, vacuum cleaner, etc) to be provided at the site:	
	i) Scrubbing Machine	
	ii) Vacuum Cleaner	
	iii) Any other	
Rates shall be quoted in the following format on monthly basis		

Category of Worker	*Labour charges for unskilled labour per month (in ₹)	**Service Charge/Admin Charges per month (in ₹)	#Material cost per month including GST (in ₹)	GST @ 18 % on Column Nos.(2)& (3) (in ₹)	Total Amount (Column Nos. (2 + 3 + 4 + 5)
1	2	3	4	5	6
Housekeeping staff (16 Nos.) for 26 days					
Multi Tasking staff (8 Nos.) for 22 days			Nil		
				Grand Total	

* Average rates per labour quoted should be equal to or more than the minimum wages prescribed under Minimum /wages Act, 1948.

** Contractor's Administration/Service charges cannot be "NIL" or "Zero" or "Fraction" or "Decimal Points".

Material cost shall be inclusive of GST and will be firm throughout the currency of contract.

Note: - Bids received with unrealistically low charges shall not be considered.

10. Details of consumable items required for carrying out the housekeeping jobs in the DAE Secretariat:

क्र.सं. S.No.	सामग्रियों का विवरण Description of items	प्रतिमाह ठेकेदार द्वारा उपलब्ध करवाई जाने वाली मात्रा Quantity which shall be provided by the Contractor per month
1	Wet mop refill (round)	25 Nos.
2	Dry mop refill	6 Nos.
3	Glass Duster	12 Nos.
4	Check Duster	12 Nos.
5	Phenyl (Green)	10 Litre
6	Colin	6 Nos.
7	Sanicubes	36 packets
8	R-6 (Taski) (Toilet Cleaner Liquid)	10 Litres
9	Hand wash (Fem)	50 Litres
10	Scotch Brite	6 packets
11	Naphthalene balls	500 Grams
12	R-1 (Taski) (Washbasin, toilet etc. cleaner)	5 Litres
13	Spiral (Taski) (Floor cleaner Liquid)	5 Litres
14	Dettol Antiseptic	5 Litres
15	Toilet roll	100 Nos.
16	Flush cubes	6
17	Garbage bag (big size)	25 Kg.
18	Garbage bag (Small size)	6 Packet
19	Bucket (18 Litters)	1 No.
20	Wet Mop rod	3 Nos.
21	Toilet Brush	3 Nos.
22	Dust pan	2 Nos.
23	Dry Mop set	1 set
24	Toilet Air Freshener/ Odonil	10 Nos.
25	Lizol	10 Litres
26	Hard brooms	12 Nos.
27	Soft brooms	6 Nos.
28	Dettol Hand Wash	6 Bottles (250 ml of each)
29	Room Freshener	10 Bottles.

प्रमाणपत्र / CERTIFICATE

I, represented for M/s. have gone through the tender document and the terms and conditions of the contract, and have fully satisfied and agreed to abide by the conditions without any pre-conditions on the part of the firm M/s.

दिनांक : Date :

स्थान :Place:

प्राधिकृत व्यक्ति के हस्ताक्षर
Signature of authorised person,
(एजेंसी/फर्म की सील सहित)
(with seal of the agency/firm)