



**NATIONAL INSTITUTE OF SCIENCE EDUCATION AND RESEARCH
BHUBANESWAR**

NIT NO: NISER/RO/NIT-Housekeeping/3/2016 Dt.-28/10/2016

**TENDER DOCUMENT FOR HOUSEKEEPING, COSMETIC
MAINTENANCE AND ENVIRONMENTAL SUPPORT SERVICES IN
ROAD & PERIPHERY AREAS OF ALL BUILDINGS IN NISER CAMPUS
JATNI.**

NAME OF WORK: **HOUSEKEEPING, COSMETIC MAINTENANCE AND ENVIRONMENTAL SUPPORT SERVICES IN ROAD & PERIPHERY AREAS OF ALL BUILDINGS IN NISER CAMPUS JATNI**

NIT NO: NISER/RO/NIT-Housekeeping/3/2016

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Tender document issued to

CHECKLIST

BEFORE SUBMITTING THE TENDER THE BIDDERS MUST CHECK THE FOLLOWING:

Say “YES” or “NO”

| | | |
|----|--|--|
| 1 | Have you submitted the Earnest Money mentioning DD No., Date, Bank and Amount? | |
| 2 | Have you filled schedule of quantities and unit rate in Tender Book for each item? | |
| 3 | Do you agree to complete the work within stipulated time? | |
| 4 | Do you agree to all conditions of contract in toto? (wherever you differ, you should bring it out in the covering letter) | |
| 5 | Have you included all the necessary tools, equipment, tackles and labourers, storage space etc. for completion of the job, whether specifically mentioned or not in the specification? | |
| 6 | Have you visited the work site and understood the scope of work completely? | |
| 7 | Are you registered with the Central Govt., State Govt., PWD/MES/Railway? If so, state Registration No. and attach copy of the Registration. | |
| 8 | Are you related to any officer of NISER or any other Constituent Units of DAE? If so, give details. | |
| 9 | Have you submitted the complete tender book along with quotation? | |
| 10 | Have you submitted latest ITCC certificate, PAN No., etc. and Solvency Certificate with the Tender Book? | |
| 11 | Have you enclosed advance stamped receipt for refund of Earnest Money? | |
| 12 | Have you ensured the availability of material required for the services from market? | |
| 13 | Do you agree to abide by all security regulations that are in force and may be brought in force for working in NISER? | |
| 14 | Have you attached the copy of the License under the Contract Labour [Section III, Point No. 15.5 of the Contract Labour (Regulation and Abolition Act, 1970)] | |
| 15 | Have you signed on all pages of the Tender document and affixed your /Company's rubber stamp? | |

SEAL AND SIGNATURE
OF TENDERER

Section I
Notice Inviting Tender



NATIONAL INSTITUTE OF SCIENCE EDUCATION AND RESEARCH

(An Autonomous Institution of Department of Atomic Energy, Government of India)

At/Po- Jatani, Dist- Khurda, Pin-752050

Tel. No. : 0674-2494049, 2494050 Email : registrar@niser.ac.in

NIT No. NISER/RO/NIT-Housekeeping/2016

Dt.- 28/10/2016

Director, NISER, Bhubaneswar invites sealed tender in **Two Part (Part-A: Eligibility, EMD, Tender Paper Cost & Technical Bid, Part-B: Financial Bid)** from registered Contractors for the following services:

1. HOUSEKEEPING, COSMETIC MAINTENANCE AND ENVIRONMENTAL SUPPORT SERVICES IN ACADEMIC & UTILITIES AREAS IN NISER CAMPUS JATNI.
2. HOUSEKEEPING, COSMETIC MAINTENANCE AND ENVIRONMENTAL SUPPORT SERVICES IN HOSTEL AND RESIDENTIAL AREAS IN NISER CAMPUS JATNI.
3. HOUSEKEEPING, COSMETIC MAINTENANCE AND ENVIRONMENTAL SUPPORT SERVICES IN ROAD AND PERIPHERY AREAS OF ALL BUILDING IN NISER CAMPUS JATNI.

Important dates :

Sale of Tender : 31/10/2016 to 21/11/2016

Last date for submission of Tender : 22/11/2016 upto 1500 hours

Opening of tender : 23/11/2016 at 1500 hours

Detail tender document, eligibility criteria and other essential terms & conditions can be had in person from the office of the **Registrar, NISER** at Jatani on payment of the tender cost (non-refundable) by draft upto 04:00 pm on all working days till last date as indicated above. For further details, please refer to the detailed NIT available in NISER website: www.niser.ac.in

Note: A bidder is not allowed to participate for more than two areas.

Sd/-

Registrar, NISER

Part-I

Section II

Detailed Notice Inviting Tender



**NATIONAL INSTITUTE OF SCIENCE EDUCATION AND RESEARCH
BHUBANESWAR**

(An Autonomous Institution of Department of Atomic Energy, Government of India)
At/Po- Jatani, Dist- Khurda, Pin-752050

NOTICE INVITING TENDER

NIT No. NISER/RO/NIT-Housekeeping/3/2016 Dt. -28/10/2016

- 1.0 Sealed tenders are invited on behalf of the Director, National Institute of Science Education and Research (NISER), Bhubaneswar for the following services from Registered Firms/ Companies and Specialized Agencies having requisite experience of a minimum of 7 years, by the year ending 31st March 2016, with an average annual turnover of the Tenderer at least 30% of estimated cost during the preceding three years ending 31st March of previous financial year, in similar services. **Bidder should quote the rates as per Square Meter basis only.**

| | | |
|------------------------------------|---|---|
| Description of the Services | : | NIT FOR HOUSEKEEPING, COSMETIC MAINTENANCE AND ENVIRONMENTAL SUPPORT SERVICES IN ROAD & PERIPHERY AREAS OF ALL BUILDINGS IN NISER CAMPUS, JATNI. |
| Estimated cost | : | Rs. 12, 24,300.00 (Rupees Twelve Lakh Twenty Four Thousand Three Hundred Only) including all taxes and levies. |
| Period of Contract | : | 12 months (extendable up to another 12 months on the same terms and conditions) |
| Earnest Money Deposit (EMD) | : | Rs. 24,486.00 (Rupees Twenty Four Thousand Four Hundred Eighty Six only) |
| Cost of tender document | : | Rs. 500/- (Rupees Five Hundred only) (Non-refundable) by DD or Bankers Cheque drawn in favour of Finance Officer, NISER, payable at Bhubaneswar. Tender cost will not be accepted in cash. |

Note: A bidder is not allowed to participate for more than two areas. If participated in more than two areas then all tenders of the same bidder will not be considered.

2.0 Important dates:

| | | |
|---|---|----------------------------|
| Sale of Tender Document | : | 31/11/2016 to 21/11/2016 |
| Last date for submission of Tender | : | 22/11/2016 upto 1500 hours |
| Opening of tender in the presence of attending bidders at NISER, Jatani, 752050 | : | 23/11/2016 at 1500 hours |

Note: In case the last date of sale and/or the date of receipt and opening of tender is declared as a holiday, the respective date shall be treated as postponed to the next working day.

- ❖ *Tender Document can be obtained from the Office of Registrar, NISER, Jatani from 1100 hours to 1600 hours on any working day except Saturday, Sunday and Government holidays on production of all prescribed documents along with an application in the prescribed format. and on payment of cost of Tender (Rs. 500/-) by way of Demand Draft or Banker's Cheque drawn on any Nationalized/Scheduled Bank in favor of Finance Officer, NISER, payable at Bhubaneswar.*
- ❖ *Director, NISER reserves the right to reject any or all the tenders without assigning any reasons thereof.*
- ❖ *Cost of Tender Document is not refundable.*

3.0 Scope of Work:

House Keeping works in NISER, Jatani (Road & Periphery Area of all buildings). The work/services include:

3.1.1 (a) ONCE IN A DAY ON ALL WORKING DAYS. (approx. 26 working days per month)

- (i) Sweeping, cleaning of Road and Periphery area of Academic Complex, Auditorium, Utilities areas, Hostels and Residential area, collecting of debris if any from the periphery of the buildings.
- (ii) Sweeping of paver block, roads, porch area outside the building up to main entrance of the premises, collection of dry/wet garbage, segregation of garbage and disposing at the NAC garbage point in Jatani or as directed by EIC.
- (iii) Garbage from all the dustbins which were dumped from others building are to be disposed of at the NAC garbage point in Jatani or as directed by EIC.

3.2 ONCE IN A FORT NIGHT

- (a) Water washing of all roads, paver blocks, foot path etc.

4.0 Eligibility for issue of Tender Document:

- 4.1 Tenderers who have satisfactorily executed three similar works each of value 40% (Rs. 4, 89,720.00) of estimated cost or two works each of 60% (Rs. 7,34,580.00) cost or one work of 80% (Rs. 9,97,440.00) cost in last Seven years are eligible for issue of tender. Also the average annual turnover of the Tenderer should be at least 30% (Rs. 3,

67,290.00) of estimated cost during the preceding three years ending 31st March of previous financial year.

5.0 Instructions to Tenderers.

5.1 For obtaining Tender Documents, the application in the official letterhead of the Tenderer containing authorisation of his representative to collect the Tender Documents along with the duly filled in format attached with the NIT and documentary proof for identification shall be submitted in person to the office of Registrar, NISER, Jatani-752050:

Note: The Contractors shall submit a list of works which are in hand (in progress) in the following form:

| Sr. No | Name of the work | Name & particulars of Division where the work is being executed | Amount | Position of the work in progress | Remarks |
|--------|------------------|---|--------|----------------------------------|---------|
| 1 | 2 | 3 | 4 | 5 | 6 |
| | | | | | |
| | | | | | |

5.2 The person deputed for purchase of Tender Documents shall carry a photo identification like Passport, Voter's Identity Card, Driving License, PAN Card, Aadhar Card etc. in addition to the documents listed at para 4.1.

Companies should send only technically qualified persons for discussions regarding company's capability to execute the work, in case called for.

Note: (1) The tenders will not be sent by post.

(2) Original documents shall be produced for verification as and when called for.

5.3 It will be obligatory on all tenderers not submitting the offer to return the Tender Documents to Registrar, NISER. However, cost of Tender Documents will not be refunded.

5.4 Tender documents are not transferable.

5.5 Director, NISER reserves the right to reject any or all tenders or to award part (s) of work to different agencies without assigning any reasons thereof.

5.6 Tenders should be submitted only in the prescribed format Annexed to the Tender Document. Tenderers shall quote the rates clearly in Part-II (Financial Bid) of the Tender Document i.e. Schedule of Rates and Quantities only. All tenders, in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or tenders not in the prescribed format are liable to be rejected.

5.7 Earnest Money, shall be submitted along with the Tender Documents. The Earnest Money Deposit should be in the form of Fixed Deposit Receipt or Banker's Cheque or Demand Draft drawn on any Nationalized/Scheduled Bank in favor of Finance Officer, NISER. Tenders not accompanied by Earnest Money will be summarily rejected.

Note: Cash, Cheque, Bank Guarantee etc. for Earnest Money Deposit will not be accepted.

5.8 Tenders are to be submitted in sealed envelopes in Two part system consisting of the following:

• **Envelope No.1:**

1. Earnest Money Deposit
2. Tender Paper Cost Money Receipt
3. Past experience/list of similar work completed/in progress with their costs during last five years (in the format enclosed – Annex II)
4. Latest Income Tax Clearance Certificate
5. List of equipment, machinery & technical staff available with the Tenderer
6. Profit and Loss Account and Balance Sheet of last 3 years
7. Latest Bank Solvency Certificate of value not less than 40% of the estimated cost issued not earlier than one year from date of starting of sale of tender
8. Tender Document duly completed in all respect and signed on all pages Part-I.
9. E.S.I. copy of registration and deposit receipts of at least last 3 months.
10. E.P.F. copy of registration and deposit receipts of at least last 3 months
11. Certificates from concerned authorities supporting the claim for experience for successful completion of housekeeping contracts

• **Envelope No.2:**

1. Financial Bid (Part-II) signed on all pages.

These envelopes shall then be placed in another sealed envelope with the name of work and tender notice number written on it and submitted to the tender inviting authority at the following address:

**Registrar,
National Institute of Science Education & Research, Bhubaneswar
PO-Bhimpur- Padanpur,
Jatani, Khurdha
Odisha-752050**

In case the EMD is not deposited or not found in order, the tender shall not be considered at all.

5.9 It will be obligatory on the part of the Tenderer to sign the tender document for all the components/parts of the Tender and affix his/his Company's rubber stamp on every page of the Tender.

5.10 Tenderers should quote the rates in figures as well as in words in Part-II (Financial Bid). The amount for each item should be worked out and the requisite totals given. All corrections shall be attested by dated initials of the Tenderer. Special care should be taken to write the rates in figures as well as in words and the amounts in figures in such a way that no other interpretation is possible. The total amount should be written both in figures and words.

- 5.11 If the amount of an item is not worked out by the Tenderer or if it does not correspond with the rates written either in figures or in words then the rates quoted by the Tenderer will be taken as correct, not the amount. If there exists a discrepancy between the rates written in figures and words, then the rates in words will be taken as correct.
- 5.12 Partnership firms and joint venture firms will be considered only if:
- (a) Partnership Deed/Joint Venture Agreement has been entered into before the purchase of Tender Documents and copy thereof is enclosed with the Tender.
 - (b) The Tender Document is purchased in the name of Partnership Company or the Joint Venture firm.
 - (c) Such Partnership or Joint Venture is legally in order.
- 5.13 The Director, NISER does not bind himself to accept the lowest or any tender and reserves to himself the right to accepting the whole or any part of the tender and the tenderer shall be bound to perform the services at the rates quoted and as accepted in the Work Order/Agreement.
- 5.14 Tenders with any **condition including conditional rebate shall be rejected**. However, tenders with **unconditional rebate will be accepted**.
- 5.15 **Before submitting the tenders, Tenderers are advised to visit the work site viz. NISER, Jatani Campus for the full understanding of the scope of work (only on working days)**
- 5.16 For successful bidder, a sum @ 5% of the gross amount of the bill shall be deducted from each running bill of the contractor, till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. In addition, the contractor shall be required to deposit an amount equal to 5% of the tendered value of the contract as **Performance Security** within the period prescribed for commencement of work in the letter of award issued to him. The **Performance Security** Deposit will be accepted in the shape of Fixed Deposit Receipts of Nationalized/Scheduled Banks or Banker's Cheque or Demand Draft or Bank Guarantee drawn in favor of Finance Officer, NISER.
- 5.17 **The Tender shall have a minimum validity of 180 days from date of opening of tender**. If any Tenderer withdraws his tender before expiry of the validity period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, then Government shall without prejudice to any right or remedy, be at liberty to forfeit 50% of the Earnest Money absolutely. Modified Tenders, in any case, shall not be accepted.
- 5.18 **CANVASSING IN ANY FORM IN CONNECTION WITH THE TENDER IS STRICTLY PROHIBITED AND SHALL DISQUALIFY THE TENDERER. THE TENDERS SUBMITTED BY TENDERER WHO RESORT TO CANVASSING ARE LIABLE TO BE REJECTED.**

5.19 For any clarifications, please contact Registrar, NISER, Jatani. (Phone No. 0674-2494050).

Sd/-
Registrar
NISER, Jatani
For and on behalf of the Director, NISER

Section III

Specifications



**NATIONAL INSTITUTE OF SCIENCE EDUCATION AND RESEARCH
BHUBANESWAR**

(An Autonomous Institution of Department of Atomic Energy, Government of India)
At/Po- Jatani, Dist- Khurda, Pin-752050

NIT No. NISER/RO/NIT-Housekeeping/3/2016

Dt. - 28/10/2016

**HOUSEKEEPING, COSMETIC MAINTENANCE AND ENVIRONMENTAL SUPPORT SERVICES IN
ROAD AND PERIPHERY AREAS OF ALL BUILDINGS IN NISER CAMPUS, JATNI.**

1.0 NAME OF THE JOBS/SERVICES: -

**HOUSEKEEPING, COSMETIC MAINTENANCE AND ENVIRONMENTAL SUPPORT
SERVICES IN ROAD AND PERIPHERY AREAS OF ALL BUILDINGS NISER CAMPUS, JATNI.**

2.0 SCOPE OF WORK:-

- 2.1 The contract is for Housekeeping and Cosmetic Maintenance and Environmental support services in Road and Periphery areas of all buildings in NISER, Jatani areas within the premises of NISER Campus etc., as detailed in para 3.0 hereinafter.
- 2.2 Continuous and consistent cleaning operation is invariably needed to ensure clean, dust/dirt free hygienic condition of the premises.

3.0 SPECIFICATIONS:-

3.1 *DAILY ONCE ON ALL WORKING DAYS*

- 3.1.1 Sweeping, cleaning of Roads and Periphery of all Academic, Auditorium, Utilities, Hostels and Residential area. Collection of debris from the lawn around the Academic, Auditorium, Utilities, Hostels and Residential buildings etc.
- 3.1.2 Sweeping of paver block, roads, porch area outside the building up to main entrance of the premises, collection of dry/wet garbage, segregation of garbage and disposing at the NAC garbage point in Jatani or as directed by EIC.
- 3.1.3 Removing of spider nets, cobwebs from the corners etc., removing of rags, papers, dry leaves, garbage/refuse and other waste items from the Buildings periphery etc.
- 3.1.4 All waste materials collected which has no disposal value, as a result of the cleaning should be disposed of at the garbage collecting point or should be disposed of as per the instruction of the designated officer of NISER.
- 3.1.5 Other waste material like broken furniture, empty cartons, packing cases etc. are to be collected and deposited at the place earmarked and in the manner instructed by the designated officer from time to time.
- 3.1.6 Garbage from all the dustbins which were dumped from others building are to be disposed of at the NAC garbage point in Jatani or as directed by EIC.

3.1.7 Timely removal of choking in the drains, manhole chambers, inspection chamber, gully trap, sewerage line etc blocks, if any.

3.2 ONCE IN A FORTNIGHT:-

3.2.1 Cleaning Water washing of all roads, paver blocks, foot path etc.

4.0 ILLUSTRATIVE LIST OF MATERIALS TO BE USED BY THE CONTRACTOR ARE AS UNDER:-

- (a) Cotton mop/ Rubber mop
- (b) Soft broom
- (c) Hard broom
- (d) Air freshener (Premium make).
- (e) Wheel powder/Cleaning powder
- (f) Liquid fragrant soap- Dettol /Jesmine or item meeting the same specification.
- (g) Toilet nylon brush
- (h) Phenyl liquid disinfectant
- (i) Teepol -Teepol-B- 300 make.
- (j) Naphthalene balls
- (k) Toilet tissue paper
- (l) Floor duster
- (m) Yellow duster
- (n) Dettol/ lizol
- (o) Harpic
- (p) Coir brush
- (q) Lead wool
- (r) Choke remover
- (s) Neoprene tap washer
- (t) Glass cleaner – Klinol make or item meeting the same specification.
- (u) Air purifiers- Pexol make or item meeting the same specification.
- (v) Any other material/item as may be required for the upkeep of the premises.

5.0 CONTRACT PERIOD:-

5.1 The contract will be for 12 months (One calendar years) from the date of commencement which may be extended for a further period of up to another one year on the same terms and conditions at the discretion of the Competent Authority in NISER subject to the satisfactory performance of the initial contract period.

6.0 DETERMINATION OF CONTRACT:-

6.1 Subject to other provisions contained in this clause, the designated officer of NISER may, without prejudice to his any other right or remedy against the Contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

6.2 If the Contractor having been given by the designated officer of NISER a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in

an inefficient or otherwise improper or un-workman-like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter.

- 6.3 If the Contractor has, without reasonable cause suspended the progress of work or has failed to proceed with the work with due diligence so that in the opinion of the designated officer of NISER (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continue to do so after a notice in writing of 7 days from the designated officer of NISER.
- 6.4 If the Contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the designated officer of NISER.
- 6.5 When the Contractor has made himself liable for action under any of the cases aforesaid, the designated officer of NISER on behalf of the Director, NISER shall have powers to determine the contract as aforesaid (of which termination notice in writing to Contractor under the hand of the Officer-in-Charge shall be conclusive evidence). Upon such determination the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the NISER.

7.0 GENERAL CONDITIONS:

- 7.1 On acceptance of tender, the name of the accredited representative(s) of the Contractor who would be responsible for taking instructions from the designated Officer of NISER shall be communicated to the Registrar, NISER.
- 7.2 Contractor has to arrange all cleaning materials (consumables and non-consumables) required for day to day housekeeping and cosmetic maintenance work and tools and tackles, like ladders, pick axe, sickles, crow bars, phavada (spade), gamelas (mortar pans) etc., for cleaning jobs in and outside the building as per the specifications and of approved quality, required for day to day work without any extra cost. NISER will not provide any items for the same.
- 7.3 The Contractor shall deploy adequate number of suitably trained persons from 0900 hours to 1700 hours or before for the operations who shall be taking relevant instructions from the Departmental representative/designated officer for ensuring effective operations. On any working day. The Contractor shall ensure adequate and proper supervision of the services under this contract.
- 7.4 Contractor shall provide presentable uniform to his staff at site. Contractor shall ensure that his staff wears the uniform clean, neat and tidy while on duty.
- 7.5 Daily muster rolls of the persons deployed by the Contractor shall be maintained by the Contractor and shall be kept in the office of the Departmental representative. The Contractor or his representative (supervisor) shall sign the same daily.

- 7.6 The frequency of sweeping and cleaning of floors, sweeping of terraces, toilet units etc., shall be as per schedule. However, in case of any unusual occurrence resulting in shabby look in any of the blocks/areas, the same shall be cleaned urgently by the Contractor without any extra payment.
- 7.7 Only female workmen shall be deployed for cleaning ladies toilets/blocks. Contractor shall ensure that suitable female manpower is available at the premises continuously for this type of work.
- 8.0 TENDER RATES:-**
- 8.1 The rates quoted by the bidder shall be firm for the whole of the contract period and shall be inclusive of all day to day use of consumable and non-consumable materials required for the jobs and taxes or any other duties levied by the Statutory Authority/Government. No escalation on whatsoever grounds including any increase in taxes or other levies shall be allowed during the period of the contract. The Contractor shall himself bear any such escalation or increase.
- 9.0 WITHDRAWAL OF TENDER:-**
- 9.1 **The Tender shall have a minimum validity of 180 days from date of opening of tender.** If any Tenderer withdraws his tender before expiry of the validity period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, then NISER shall without prejudice to any right or remedy, be at liberty to forfeit 50% of the Earnest Money absolutely. Modified Tenders, in any case, shall not be accepted.
- 10.0 COMMENCEMENT AND COMPLETION OF WORK IN PROPER SCHEDULE:-**
- 10.1 The work included in this tender shall be commenced immediately after the date of written order to commence the work is issued by NISER. The work shall be carried out for a period of 12 months and shall, throughout the stipulated period of the contract, be proceeded with all due diligence and to the entire satisfaction of the designated Officer of NISER and as specified.
- 10.2 In the case of failure to commence the work within the stipulated date, Registrar, NISER on behalf of the Director, NISER or his successor in office shall without prejudice to any other right to remedy, be at liberty to close the contract and to forfeit the earnest money and no payment on account of interest or loss of profit or damages etc. shall be payable by the NISER.
- 11.0 INSPECTION AND CERTIFICATION OF WORK DONE:-**
- 11.1 The work shall be carried out under the general direction of the designated Officer of NISER and is subject to periodic inspection by the designated officer to ensure strict compliance with the terms and conditions of contract.
- 11.2 The designated Officer of NISER shall, except as otherwise provided, ascertain and determine the service performed by physical verification on daily basis and the value of service in accordance with the quantum of work done. All services/ all items of services having financial value shall be entered in a Register maintained for the purpose so that a complete record is obtained of all the services performed under the contract. All

verification as above shall be made jointly by the designated Officer or his authorised representative and by the Contractor or his authorised representative on daily basis and such entries in the Register on such verification shall be signed and dated by the designated Officer and the Contractor or his representative in token of their acceptance. If the Contractor objects to any of the entries recorded, a note shall be made to that effect with reason and signed by both the parties. If for any reason the Contractor or his authorised representative is not available and the work of recording the services/job done is suspended by the designated Officer or his representative, the designated Officer and the Department shall not entertain any claim from Contractor for any loss or damage on this account. If the Contractor or his authorised representative does not remain present at the time of such verification of service performed/job done or fails to countersign or to record objection from the date of the verification of service performed/job done, then such recordings in his absence by the designated Officer or his representative shall be deemed to be accepted by the Contractor.

12.0 LIQUIDATED DAMAGES FOR DEFICIENCIES IN PERFORMANCE/SERVICE:-

- 12.1 The work shall be carried out in such a manner as to keep the premises clean, neat and tidy all the time. If it is found that the work is not done properly as per specification or any part is left unattended, necessary liquidated damages for bad quality performance/part performance or any deficiency in performance/service shall be made from the bills of the Contractor at the rate of Rs. 500/- (Rupees Five Hundred) per day subject to a maximum of 10% of the monthly bill.

13.0 CARE FOR WORKS AND DAMAGES TO NISER PROPERTY:-

- 13.1 From the commencement to the completion of the contract, the Contractor shall take full responsibly for the care of the jobs. In case the furniture, furnishings or any other property of the NISER are damaged either by the Contractor or the personnel deployed by him either by misuse or otherwise, except due to normal wear and tear, the Contractor shall be liable to get the same repaired/replaced at his own cost failing which repairs/replacement of the same would be carried out by the NISER and the cost incurred will be debited to the Contractor. The decision of the Registrar, NISER in this regard shall be final and binding on the Contractor.

14.0 SECURITY DEPOSIT AND PERFORMANCE SECURITY GUARANTEE:-

- 14.1 The successful bidder will be required to furnish by way of Security Deposit for due fulfillment of his contract, such sum as will amount to 5% of the estimated cost of the work put to tender or 5% of the amount of work order whichever is higher. The Security Deposit will be collected by deductions from the running bill of the Contractor at the rates mentioned above and the Earnest Money Deposit, if deposited at the time of tendering, will be treated as a part of the Security Deposit. The Security Deposit will also be accepted in the shape of Fixed Deposit Receipts of Nationalized/Scheduled Banks or Banker's Cheque or Demand Draft or Bank Guarantee drawn in favor of Finance Officer, NISER.

15.0 COMPLIANCE WITH GOVERNMENT LABOUR LAWS:-

- 15.1 The Contractor shall be responsible for fulfilling the requirement of all the statutory provisions of Minimum Wages Act, Payment of Wages Act, Gratuity Act, Industrial

Disputes Act, Contract Labour (Regulation and Abolition) Act, Employees Provident Fund Act and all the Labour and Industrial enactments at his own cost and risk in respect of all the staff employed by him. The Contractor shall maintain the records required to be maintained under these statutory enactments and authorized representative of Government shall be entitled to inspect these records at any time. In general, the Contractor shall be responsible for strict compliance of all statutory provisions of the relevant Labour Law (both Central and State) applicable from time to time for carrying out the above job. If the Government is made liable to pay any liabilities payable by the Contractor under any of the said laws and enactments etc. for any reason whatsoever, Finance Officer, NISER shall recover the same from any dues payable by Government to the Contractor and / or from the security deposit of the Contractor. Necessary arrangements for Labour Security, Insurance etc., shall be made by the Contractor at his own cost and no claim whatsoever in this regard will be entertained.

- 15.2 Persons below 18 years of age shall not be engaged by the Contractor. The Contractor shall deploy suitable labourers for the jobs in consultation with designated Officer/authorized representative of NISER.
- 15.3 Department shall not be responsible for any injury caused to Contractor's work force due to any unsafe workmanship while working at site or for any other reason, whatsoever.
- 15.4 The Contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and rules and orders issued there under, from time to time. As per Para V (a) under Clause 25 of the said Act and Control Rules, it is obligatory on the part of the Contractor to pay wages to the labour employed by him on the work at the same rates of wages as paid by the Principal Employer (i.e. National Institute of Science Education and Research in this case) to the casual employees employed by him, in Jatani areas.
- 15.5 The Contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The Contractor shall also abide by the provision of the Child Labour (Prohibition & Regulation) Act, 1998.

Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

16.0 RECOVERY OF COMPENSATION PAID TO WORKMAN:-

- 16.1 In every case in which by virtue of the provisions Sub-section (1) of Section 12 of the Workmen's Compensation Act 1923, Government is obliged to pay compensation to a workman employed by the Contractor, in execution of the services, Government will recover from the Contractor the amount of the compensation so paid, and without prejudice to the rights of the Government under, sub-section(2) of the Section 12 of the said Act, Government shall be at liberty to recover such amount or any part thereof by deduction from the Security Deposit or from any sum due by Government to the Contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against it under Sub-Section (1) of the Section 12, of the said Act, except on the written

request of the Contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.

17.0 ENSURING PAYMENT AND AMENDMENTS TO WORKERS IF CONTRACTOR FAILS TO DO SO:-

17.1 In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Government is obliged to pay any amounts of wages to a workman employed by the Contractor in execution of the services, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the Rules or under the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Department of Atomic Energy Contractors, Government will recover from the Contractor the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Government under Sub-section (2) of Section 20, and Sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the Contractor whether under this agreement or otherwise. Government shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20, and Sub-Section (4) of Section 21, of the said Act, except on the written request of the Contractor and upon his giving to the Government full security for all costs for which Government might become liable in contesting such claim.

18.0 FAIR WAGE CLAUSE (PAYMENT OF WAGE):-

18.1 The Contractor shall pay to the labour employed by him wages not less than fair wages as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

Explanation: "Fair Wage" means wage whether for time or piece work notified at the time of inviting tenders or the work and where such wages have not been so notified the wages prescribed by the Central Public Works Department for the District in which the work is done. It will be notified/ prescribed by C.P.W.D. in consultation with the officers of the Industrial Relations Machinery located in the respective areas and will not be less than the minimum rates of wages fixed by the Government for the class of employees engaged on the same area.

18.2 The Contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his Sub-Contractors in connection with the said work, as if the labour had been immediately employed by him.

18.3 In respect of all labour directly or indirectly employed in the jobs for performance of the Contractor's part of this contract, the Contractor shall comply with or cause to be complied with the DAE Contractor Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deduction from wages, recovery of wages not paid and deductions made in unauthorized manner, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the

provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, wherever applicable.

- 18.4 (a) The Designated Officer 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 reasons of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deduction made from his or their wages which are not justified by their terms of the contract or non-observance of the regulations.
- (b) Under the provisions of the Minimum Wages (Central) Rules, 1950, the Contractor is bound to allow the labourers directly or indirectly employed in the jobs one day's rest for six days continuous work and pay wages at the same rate as for duty. In the event of default, the Designated Officer of NISER shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labourers, and pay the same to the persons entitled thereto from any money due to the Contractor by the Designated Officer.
- 18.5 The Contractor shall comply with the provisions of the payment of wages Act 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961 and the Contractor's Labour (Regulation and Abolition) Act, 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- 18.6 The Contractor shall indemnify and keep indemnified the Government against payments to be made under and for the observance of the laws aforesaid and the DAE Contractor's Labour Regulations. [Without prejudice to his right to claim indemnity from his sub-Contractors.]
- 18.7 The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- 18.8 Vis-a-vis the Central Government, the Contractor shall be primarily liable to all payments to be made under, and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his Sub-Contractors.
- 18.9 Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the Contractor to the workmen directly without the intervention of **Jamadar** and that **Jamadar** shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- 18.10 The Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the **Jamadar** from the wage of workmen.
- 18.11 Additional liabilities if any in complying with the provisions of clause 18 (18.1 to 18.10) hereinabove shall be entirely to the Contractor's account.

19.0 SECURITY REGULATIONS:-

- 19.1 The Contractor shall strictly follow the security regulations of the Department all the time, especially in regard to the working hours, movement of materials and entry permits
- 19.2 All the workers of the Contractor should be in possession of a valid identity card (to be arranged by the Contractor) in order to ensure that unauthorized persons do not enter the work place. Any breach of security rules and regulations will be viewed seriously.
- 19.3 Entry permits will be issued in favour of the Contractor and his employees deployed for the work on an application made to the Administrative Officer-III, NISER. For this purpose the Contractor shall produce Police Verification Certificate for himself, and his employees/workers and supervisors along with the said application. Police Verification Certificates, thus submitted with respect to an individual will be treated valid only for one year from the date of issue and on expiry of one year period a fresh Police Verification Certificate shall be produced and also in case of any extension of the contract beyond the Contract period.

20.0 INSTRUCTIONS BY DESIGNATED OFFICER:-

- 20.1 The Designated Officer of NISER shall have full powers and authority to issue instructions to the Contractor from time and time as shall be necessary and the Contractor shall carry out the jobs accordingly and be bound by the same.

21.0 REMOVAL OF PERSONS DEPLOYED ON THE JOB:-

- 21.1 The Designated Officer/his representative shall be at liberty to object and to require the Contractor to remove from the work any persons employed by the Contractor in or about the execution of jobs who, in the opinion of the said Officer/representative, misconducts himself or is incompetent or negligent in the proper performance of his duties and all such persons shall not again be deployed on the jobs without the prior permission of the said Officer/representative.

22.0 INTIMATION REGARDING ACCIDENTS/UNUSUAL OCCURRENCES:-

- 22.1 The Contractor shall promptly report the case(s) of any unusual occurrence or accident(s) involving injuries to persons/his worker(s) to the local Security Post/Security Officer and the Designated Officer in NISER.

23.0 INDEMNIFICATION OF GOVERNMENT:-

- 23.1 The Contractor shall be bound to bear all the expense of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to any neglect or resistance and to pay any damages and costs which may be paid to compromise any claim by any persons.
- 23.2 The Contractor shall indemnify and keep indemnified, the Government of India and the NISER against all losses and claims for injuries or damages to any persons or any property whatsoever which may arise out of or in consequence of the contract and it shall be the Contractor's responsibility to make necessary arrangements in this respect at his own cost.
- 23.3 The Contractor shall indemnify the Director, represented by Registrar, NISER from any loss, responsibility, legal, moral or otherwise for any in the unwelcome event of any

accident that is caused by criminal negligence and or any unsafe working condition which in the opinion of the Designated Officer could have been caused by and for any reason attributable to the contractor for even force majeure, causing loss of life, incapacitation, grievous injury to any workmen, supervisor or any other person and the indemnify so executed separately on a non-judicious stamp paper shall be in force during the execution of the contract and shall remain co-terminus with Clause 17.1 bid.

24.0 GIVING OF NOTICE AND PAYMENT OF FEES:-

24.1 The Contractor shall give notices and pay all fees required to be given by virtue of any National or State Statute, Ordinance or other law or any regulation or bye-law of any local or other duly constituted authority in relation to the execution of the jobs/services and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the jobs/services under the contract.

24.2 The Contractor shall conform to and comply with, in all respects, the provisions of any such Statute, Ordinance or law and the regulations or bye-laws of any local or other duly constituted authority as aforesaid which may be applicable to the work and with such rules and regulations of public bodies and companies as aforesaid and shall keep the Government of India (including the National Institute of Science Education and Research) indemnified against all penalties and liability of every kind for breach of such Statute or Ordinance or law, regulations or bye-laws.

25.0 PAYMENT OF RUNNING BILLS:-

25.1 The bills shall be submitted by the Contractor on completion of a particular month after satisfactory completion of the work. The payment towards contract will be released on a monthly basis by the Finance & Accounts Section, NISER after due certification by the designated officer of NISER. Minimum period required for payment of the amount towards running bills will be 20 days from the date of receipt of the bills in NISER office. All payments to the Contractor shall be made only by way of transfer to the Bank Account of the Contractor. The Contractor shall, therefore, furnish all the required details of the Bank Account in the prescribed format with supporting documents as soon as the Work Order is issued. Nothing herein contained shall operate to create in favour of the Bank any rights or equities vis-à-vis the Director of NISER.

26.0 RECOVERY OF TAXES AND LEVIES:

26.1 Income Tax, Surcharge and/or Cess or any other levies will be deducted from the running bills as per the Rules applicable from time to time.

27.0 PAYMENT OF FINAL BILL:-

27.1 The final bill shall be submitted by the Contractor in the same manner as specified in interim bills within three (3) months of physical completion of work or within one month of the date of the final certificate of completion furnished by the Officer-in-Charge whichever is earlier. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.

28.0 FORMAL AGREEMENT:-

28.1 The successful bidder to whom the work is awarded shall execute a formal Agreement within 20 days from the date of issue of the Work Order. Till such time the Agreement is

signed, the Tender document, the Tender as accepted by Registrar, NISER and the Work Order shall constitute a valid Agreement.

29.0 SETTLEMENT OF DISPUTES:-

- 29.1 Except as otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications and instructions herein before mentioned or as to the quality of workmanship or materials used on the work or arising out of the terms or conditions of contract whether during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by Director, NISER in respect of the contract entered into by any subordinate authority under him.
- 29.2 It will be no objection to any such appointment that the arbitrator so appointed is a Government servant, that he had to deal with the matters to which the contract relates or that in the course of his duties as Government servant he had expressed view on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the authority as aforesaid at the time of such transfer, vacation of office or inability to act shall appoint another person(s) to act as arbitrator in accordance with the terms of the contract. Such persons shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of the contract that no person other than a person appointed by such authority as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. In all arbitration matters wherein the total amount of either the claims or the counter claims in dispute is Rs. 50,000/- (Rupees Fifty thousand only) or more then the arbitrator would have to give reasons for awarding the claims or counter claims. In an arbitration invoked at the instance of either party to the contract, the arbitrator would be free to consider also the counter claims of the other party even though they are not mentioned in the reference to arbitration.
- 29.3 Subject as aforesaid, the provisions of the **Arbitration Act, 1940** 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 proceedings under this clause.
- 29.4 It is also term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amounts claimed in respect of each such dispute. It is also a term of the contract that if the Contractor does not make any demand for arbitration in respect of any claims in writing within 90 days of receiving the intimation from the Government, that the bill is ready for payment, the claim of the Contractor will be deemed to have been waived and absolutely barred and the Government shall be discharged and released of all liabilities under the contract in respect of these claims.
- 29.5 The arbitrator(s) may from time to time with the consent of the parties enlarge the time, for making and publishing the award.

30.0 INSTRUCTIONS TO TENDERERS:-

- 30.1 It will be obligatory on all tenderers not submitting the offer to return the Tender Documents to Registrar, NISER. However, cost of Tender Documents will not be refunded.

- 30.2 Tender documents are not transferable.
- 30.3 Director, NISER reserves the right to reject any or all tenders or to award part(s) of work to different agencies without assigning any reasons thereof.
- 30.4 **Tenders should be submitted only in the prescribed format Annexed to the Tender Document.** Tenderers shall quote the rates clearly in Part-II, Financial Bid of the Tender Document i.e. Schedule of Rates and Quantities only. All tenders, in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or tenders not in the prescribed format are liable to be rejected.
- 30.5 Earnest Money, shall be submitted along with the Tender Documents. The Earnest Money Deposit should be in the form of Fixed Deposit Receipt or Banker's Cheque or Demand Draft drawn on any Nationalized/Scheduled Bank in favor of Finance Officer, NISER. Tenders not accompanied by Earnest Money will be summarily rejected.
Note: Cash, Cheque, Bank Guarantee etc. for Earnest Money Deposit will not be accepted.

30.6 Tenders are to be submitted in sealed envelopes consisting of the following:

- **Envelope No.1:**
 1. Earnest Money Deposit
 2. Tender Paper Cost Money Receipt
 3. Past experience/list of similar work completed/in progress with their costs during last five years (in the format enclosed – Annex II)
 4. Latest Income Tax Clearance Certificate
 5. List of equipment, machinery & technical staff available with the Tenderer
 6. Profit and Loss Account and Balance Sheet of last 3 years
 7. Latest Bank Solvency Certificate of value not less than 40% of the estimated cost issued not earlier than one year from date of starting of sale of tender
 8. Tender Document duly completed in all respect and signed on all pages Part-I.
 9. E.S.I. copy of registration and deposit receipts of at least last 3 months.
 10. E.P.F. copy of registration and deposit receipts of at least last 3 months
 11. Certificates from concerned authorities supporting the claim for experience for successful completion of housekeeping contracts

- **Envelope No.2:**
 1. Financial Bid (Part-II) signed on all pages.

These envelopes shall then be placed in another sealed envelope with the name of work and tender notice number written on it and submitted to the tender inviting authority at the following address

**Registrar,
National Institute of Science Education & Research, Bhubaneswar
PO-Bhimpur- Padanpur,
Jatani, Khurdha
Odisha-752050**

The envelope containing the EMD shall be opened first. If EMD is found to be in order then only the envelope containing the tender will be opened. In case the EMD is not deposited or not found in order, the tender shall not be considered at all.

Sd/-
(A. K. Naik)
Registrar, NISER
For and on behalf of Director, NISER.

Section IV

Annexes



**NATIONAL INSTITUTE OF SCIENCE EDUCATION AND RESEARCH
BHUBANESWAR**

(An Autonomous Institution of Department of Atomic Energy, Government of India)
At/Po- Jatani, Dist- Khurda, Pin-752050

APPLICATION FOR ISSUE OF TENDER DOCUMENT

PART-A

To be filled in by the Contractor:

- ❖ Draft No. & Date : _____
- ❖ Bank & Place of issue : _____
- ❖ Amount of EMD : _____
- ❖ Telephone/Mobile No. : _____
- ❖ Email-ID : _____
- ❖ Address : _____

Copies of the following documents are enclosed:

Date : _____

Signature of Contractor with Seal

PART-B

(To be filled in by Registrar, NISER)

- (a) Verified documents and found eligible. Please issue Tender Document on payment of Tender cost.

Date : _____

Signature of Registrar, NISER

APO (Accounts)

PART-C

(To be filled in by APO (Accounts))

Receipt No. _____

Date: _____

Received vide DD/Banker's cheque No. _____ dated _____ drawn on _____ Bank for an amount of Rs.1000/- (Rupees One Thousand Only) from M/s. _____ towards Cost of Tender.

Tender Document No. _____ issued to :

- ❖ Name of Company : _____

Signature of APO (Accounts)



**NATIONAL INSTITUTE OF SCIENCE EDUCATION AND RESEARCH
BHUBANESWAR**

(An Autonomous Institution of Department of Atomic Energy, Government of India)
At/Po- Jatani, Dist- Khurda, Pin-752050

NIT No. NISER/RO/NIT-Housekeeping/3/2016

Dt. - 28/10/2016

**HOUSEKEEPING, COSMETIC MAINTENANCE AND ENVIRONMENTAL SUPPORT SERVICES IN ROADS & PERIPHERY OF ALL
BUILDINGS AREAS IN NISER CAMPUS, JATNI**

DETAILS OF ALL SIMILAR WORK COMPLETED DURING THE LAST SEVEN YEARS

| Sr. No. | Name of work and location | Owner or sponsoring organization | Cost of work in Lakh Rupees | Date of commencement as per Contract | Stipulated date of completion | Actual date of completion | Litigation/arbitration cases pending/in progress with details (indicate gross amount claimed and amount awarded by the Arbitrator) | Name and address/telephone Number of Officer to whom reference may be made | Remarks |
|---------|---------------------------|----------------------------------|-----------------------------|--------------------------------------|-------------------------------|---------------------------|--|--|---------|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) |
| | | | | | | | | | |
| | | | | | | | | | |

DETAILS OF ALL SIMILAR WORK UNDER PROGRESS

| Sr. No. | Name of work and location | Owner or sponsoring organization | Cost of work in Lakh Rupees | Date of commencement as per Contract | Stipulated date of completion | Up to date percentage progress of work | Slow progress if any and reasons thereof | Name and address/telephone Number of Officer to whom reference may be made | Remarks |
|---------|---------------------------|----------------------------------|-----------------------------|--------------------------------------|-------------------------------|--|--|--|---------|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) |
| | | | | | | | | | |
| | | | | | | | | | |



**NATIONAL INSTITUTE OF SCIENCE EDUCATION AND RESEARCH
BHUBANESWAR**

(An Autonomous Institution of Department of Atomic Energy, Government of India)

At/Po- Jatani, Dist- Khurda, Pin-752050

NIT No. NISER/RO/NIT-Housekeeping/3/2016

Dt. -28/10/2016

**HOUSEKEEPING, COSMETIC MAINTENANCE AND ENVIRONMENTAL SUPPORT SERVICES IN
ROAD & PERIPHERY OF ALL BUILDINGS AREAS IN NISER CAMPUS, JATNI**

Schedule for material items supplied by Department with Charges.

| Sr. No. | Material / Item | Cost | Remarks |
|---------|-----------------------------------|-----------------------------------|-----------------------------------|
| 1 | Room Charges for Material Storage | @ Rs. 3.00/ Sq. Ft. | If required for the jobs/services |
| 2 | Water | 2% of the R/A Bill of Each Month. | If required for the jobs/services |

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of _____ between _____ (Name of the Bank) (hereinafter called the "Bank") of the one part and NISER, Jatani-752050 (hereinafter called the "Department") of the other part.

2. WHEREAS NISER, Jatani-752050 has awarded the contract for **HOUSEKEEPING, COSMETIC MAINTENANCE AND ENVIRONMENTAL SUPPORT SERVICES (ESS) AT NISER CAMPUS, JATNI** for Rs. _____ (Rupees in figures and words) (hereinafter called the "contract") to M/s _____ (Name of the Contractor) (hereinafter called the "Contractor").

3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Department a Performance Security for a total amount of Rs. _____ (Amount in figures and words).

4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. _____ (Amount in figures and words) as stated above.

5. After the Contractor has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to indemnify the Department for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the jobs and services under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Department immediately on demand without delay, without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Department any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. THIS GUARANTEE is valid for a period of Six months after close of Contract from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).

7. At any time during the period in which this Guarantee is still valid, if the Department agrees to grant a time of extension to the Contractor or if the Contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the Contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.

9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions "The Department", "The Bank" and "The Contractor" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the Bank have signed and sealed this guarantee on the _____ day of _____(Month)_____ (year) being herewith duly authorized.

For and on behalf of
the _____ Bank.

Signature of authorized Official of the Bank.

Name _____

Designation _____

I.D. No. _____

Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named _____ in the presence of:

Witness-1.

Signature _____

Name _____

Address _____

Witness-2.

Signature _____

Name _____

Address _____



**NATIONAL INSTITUTE OF SCIENCE EDUCATION AND RESEARCH
BHUBANESWAR**

(An Autonomous Institution of Department of Atomic Energy, Government of India)
At/Po- Jatani, Dist- Khurda, Pin-752050

NIT No. NISER/RO/NIT-Housekeeping/3/2016

Dt. - 28/10/2016

**HOUSEKEEPING, COSMETIC MAINTENANCE AND ENVIRONMENTAL SUPPORT SERVICES IN
ROAD & PERIPHERY OF ALL BUILDINGS AREAS IN NISER CAMPUS, JATNI**

**DEPARTMENT OF ATOMIC ENERGY CONTRACTOR'S
LABOUR REGULATIONS:**

1. Short Title :

These regulations may be called the “Department of Atomic Energy Contractor’s. Labour Regulations”.

2. Definitions :

i) “**Workmen**” means any person employed by the Department of Atomic Energy or its Contractor directly or indirectly through a Sub-Contractor, with or without the knowledge of the Department of Atomic Energy, to do any skilled, semi-skilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person—

a) Who is employed mainly in a managerial or administrative capacity; or

b) Who, being employed in a supervisory capacity draws wages exceeding Five Hundred Rupees per mensem or exercise either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature;

c) Who is an out worker, that is to say, a person to whom any article or materials are given out by or on behalf of the principal employer to be made up, cleaned, washed, altered, ornamental finished, repaired, adopted or otherwise processed for sale for the purposes of the trade or business of the principal employer and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the Control and management of the principal employer.

ii) “**Fair Wages**” means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.

iii) “**Contractors**” shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a Sub-Contractor.

iv) “**Wages**” shall have the same meaning as defined in the payment of wages act.

2(a) Normally working hours of an adult employee should not exceed 9 hours a day and in case of a child 4 ½ hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

2(b) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages. Children shall not be made to work extra hours.

2(c) (i) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules, 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.

(ii) Where a Minimum Wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same Contractor for a continuous period of not less than 6 days.

(iii) Where a Contractor is permitted by the Designated Officer to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at over time rate.

3. Display of Notice regarding wages etc. :

The Contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition inconspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers, giving the minimum rates of wages fixed under the Minimum Wages Act, the actual wages being paid, the hours of work for which such wages are earned, wage periods, dates of payment of wages and other relevant information.

4. Payment of Wages :

(i) The Contractor shall fix wage periods in respect of which wages shall be payable.

(ii) No wage period shall exceed one month.

(iii) The wages of every person employed as contract labour in an establishment or by a Contractor where less than one thousand, such persons are employed shall be paid before the expiry of the seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

(iv) Where the employment of any worker is terminated by or on behalf of the Contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.

(v) All payments of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.

(vi) Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.

(vii) All wages shall be paid in current coin or currency or in both.

(viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the payment of Wages Act, 1956.

(ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the Contractor to the Designated Officer under acknowledgement.

(x) It shall be the duty of the Contractor to ensure the disbursement of wages in the presence of the Designated Officer or any other authorized representative of the Designated Officer who will be required to be present at the place and time of disbursement of wages by the Contractor to workmen.

(xi) The Contractor shall obtain from the Designated Officer or any other authorized representative of the Designated Officer as the case may be, a certificate under his signature at the end of the entries in the "Register of wages" or the "Wage-cum-Muster Roll" as the case may be in the following form :

"Certified that the amount shown in column No. _____ has been paid to the workmen concerned in my presence on _____ at _____

5. Fines and deductions which may be made from wages:

i) The wages of a worker shall be paid to him without any deductions of any kind except the following:

a) Fines.

b) Deductions for absence from duty i.e. from the place or the places where by the terms of him employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.

c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.

d) Deduction for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.

- e) Any other deduction which the Central Government may from time to time allow.
- ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner. Note: An approved list of acts and omissions for which fines can be imposed is enclosed as Annex – XIII.
- iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- iv) The total amount of fine which may be imposed in anyone wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
- v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.
- vi) Every fine shall be deemed to have imposed on the day of the act or omission in respect of which it was imposed.

6. Labour Records:

- i) The Contractor shall maintain a “Register of persons employed” on work on contract in Form XIII of the CL (R & A) Central Rules, 1971 (Annex VI).
- ii) The Contractor shall maintain “Muster Roll” in respect of all workmen employed by him on the work under the contract in form XVI of the CL (R & A) Rules, 1971 (Annex VII).
- iii) The Contractor shall maintain “Wage Register” in respect of all workmen employed by him on the work under the contract in form XVII of the CL (R & A) Rules, 1971 (Annex VIII).

iv) Register of accidents:

The Contractor shall maintain a register of accident in such form as may be convenient at the work place but the same shall include the following particulars:

- a) Full particulars of the labourers who met with accident.
- b) Rate of wages.
- c) Sex.
- d) Age.
- e) Nature of accident and cause of accident.
- f) Time and date of accident.
- g) Date and time when admitted in Hospital.
- h) Date of discharge from Hospital.
- i) Period of treatment and result of treatment.
- j) Percentage of loss earning capacity and disability as assessed by Medical Officer.
- k) Claim required to be paid under workmen’s Compensation Act.
- l) Date of payment of compensation.
- m) Amount paid with details of the person to whom the same was paid.
- n) Authority by whom the compensation was assessed.
- o) Remarks.

v) Register of Fines:

The Contractor shall maintain a “Register of Fines” of the CL (R & A) Rules, 1971 (Annex XII).

vi) The Contractor shall maintain a “Register of deductions for damage or loss” of the CL (R & A) Rules, 1971 (Annex XIV).

vii) Register of Advances:

The Contractor shall maintain a “Register of Advances” of the CL (R & A) Rules, 1971 (Annex XV).

viii) Register of overtime:

The Contractor shall maintain a “Register of Overtime” in the form of the CL (R & A) Rules, 1971 (Annex XVI).

7. Attendance Card-cum-Wage slip:

i) The Contractor shall issue an attendance card-cum-wage slip to each workmen employed by him in the specimen format (Annex-IX).

ii) The card shall be valid for each wage period.

iii) The Contractor shall mark the attendance of each workmen on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.

iv) The card shall remain in possession of the worker during the wage period under reference.

v) The Contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.

vi) The Contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card himself.

8. Employment Card :

The Contractor shall issue an Employment Card in Form of the CL (R & A) Central Rules, 1971 to each worker within three days of the employment of the worker (Annex-X).

9. Service Certificate:

On termination of employment for any reason whatsoever the Contractor shall issue to the workman whose services have been terminated, a service certificate in form of the CL (R&A) Central Rules, 1971 (Annex XI).

10. Preservation of Labour Records :

All records to be maintained under Regulations Nos. 6 and 7 shall be reserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Designated Officer, Labour Officer or any other officers authorized by the Government.

11. Power of Labour Officers to make investigations or enquiry :

The Labour Officer or any other person authorized by Central Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the Fair Wages Clauses and the Provisions of Regulations. He shall investigate into any complaint regarding the default made by the Contractor or Sub-Contractor in regard to such provision.

12. Report of Labour Officer :

The Labour Officer or other person authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Designated Officer concerned indicating the extent, if any to which the default has been committed with a note that necessary deductions from the Contractor's bill be made and the wages and other dues be paid to the labourers concerned incase an appeal is made by the Contractor under Clause 13 of these regulations, actual payment to labourers will be made by the Designated Officer after the Designated Officer has given his decision on such appeal.

- a) The Designated Officer shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the Designated Officer as the case may be.

13. Appeal against the decision of Labour Officer :

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorized may appeal against such decision to the Designated Officer concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Designated Officer concerned but subject to such appeal, the decision of the Officer shall be final and binding upon the Contractor.

14. Amendments:

The Central Government may from time to time, add to or amend the regulations and any question as to the application, interpretation or effect of these regulations the decision of the Designated Officer concerned in that behalf shall be final.



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NIT No. NISER/RO/NIT-Housekeeping/3/2016

Dt. - 28/10/2016

**HOUSEKEEPING, COSMETIC MAINTENANCE AND ENVIRONMENTAL SUPPORT SERVICES IN
ROAD & PERIPHERY OF ALL BUILDINGS AREAS IN NISER CAMPUS, JATNI**

FORM XIII

Register of workmen employed by Contractor

Name and address of Contractor:

Name and address of establishment in/under which contract is carried on:

Nature and Location of work:

Name and address of Principal Employer:

| Sl. No. | Name and surname of workmen | Age and sex | Father's/ Husband's Name | Nature of employment | Permanent home address of the workman | Local address | Date of commencement of employment | Signature or impression of the workman | Date term of emp |
|----------|-----------------------------|-------------|--------------------------|----------------------|---------------------------------------|---------------|------------------------------------|--|------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
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FORM XVI

MUSTER ROLL

Name and address of Contractor:

Name and address of establishment in/under which contract is carried on:

Nature and Location of work:

Name and address of Principal Employer:

| Sl. No. | Name of workman | Father's/Husband's Name |
|----------|-----------------|-------------------------|
| 1 | 2 | 3 |
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FORM XVII

REGISTER OF WAGES

Name and address of Contractor:

Name and address of establishment in/under which contract is carried on:

Nature and Location of work:

Name and address of Principal Employer:

Wage period: Monthly/Fortnightly.

| Sl. No | Name of workman | Serial in the register of workman | Designation/ Nature of work | No. of days worked | Unit of work done | Rate of wages/ piece Rate | Amount of wages earned basic wages | Daily Dearness Allowance | Overtime | Other Cash payment |
|----------|-----------------|-----------------------------------|-----------------------------|--------------------|-------------------|---------------------------|------------------------------------|--------------------------|-----------|--------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
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WAGE CARD

Wage Card No.:

Name and address of Contractor:

Date of issue:

Name of work with location:

Name of workman:

Rate of wages:

Date of issue: _____

Designation: _____

Month/Fortnight _____

| |
|--|
| 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31. |
|--|

Morning:

Rate:

Evening

Amount :

Initial:

Received from _____ the sum of
Rs. _____ on account of my wages. The wage card is valid
for one month from the date of issue.

Signature of Workman.

(REVERSE)
FORM XIX
WAGE SLIP

Name and address of Contractor : _____

Name and Father's/Husband's name of workman : _____

Nature and location of work : _____

For the Week/Fortnight/Month ending : _____

1. No. of days worked : _____
2. No of units worked in case of piece: _____ rate workers
3. Rate of daily wages/piece rate: _____
4. Amount of overtime wages : _____
5. Gross wages payable : _____
6. Deductions, if any: _____
7. Net amount of wages paid : _____

Initials of the Contractor or his representative.



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**FORM XIV
EMPLOYMENT CARD**

Name and address of Contractor : _____

Name and address of establishment in/under: _____ which contract is carried on

Name of work and location of work : _____

Name and address of Principal employer : _____

1. Name of the workman : _____
2. Sl. No. in the register of workman : _____ employed
3. Nature of employment/designation : _____
4. Wage rate (with particulars of unit in : _____
5. Wage period : _____
6. Tenure of employment : _____
7. Remarks : _____

(Signature of Contractor
With Seal)



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FORM XV**

SERVICE CERTIFICATE

Name and address of Contractor : _____

Name and address of establishment in/under: _____ which contract is carried on

Name of work and location of work : _____

Name and address of Principal employer : _____

Age or Date of Birth : _____

Identification marks : _____

Father / Husband's Name: _____

| Sl. No. | Total Period | | For which employed | Nature of work done | Rate of wage (with particulars of piece work) |
|---------|--------------|----|--------------------|---------------------|---|
| | From | To | | | |
| 1 | 2 | 3 | 4 | 5 | |
| | | | | | |

(Signature of Contractor
With Seal)



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FORM XV

REGISTER OF FINES

Name and address of Contractor : _____

Name and address of establishment in/under: _____ which contract is carried on

Name of work and location of work : _____

Name and address of Principal employer : _____

| Sl. No. | Name of workman | Father's/ Husband's name | Designation / nature of work | Act/Omission for which fine imposed | Date of offence | Whether workman showed against fine | Name of the person whose employee's explanation was heard |
|---------|-----------------|--------------------------|------------------------------|-------------------------------------|-----------------|-------------------------------------|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
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LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED:

In accordance with rule 5 of the Department of Atomic Energy Contractor's Regulations to be displayed prominently at the site of work in both English and local language.

1. Willful insubordination or disobedience, whether alone or in combination with other.
2. Theft, fraud or dishonesty in connection with the Contractors besides a business or property of NISER.
3. Taking or giving bribes or any illegal gratifications.
4. Habitual late attendance.
5. Drunkenness fighting, riotous or disorderly or indifferent behavior.
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline.
9. Causing damage to work in progress or to property of NISER or of the Contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving of false information regarding name, age, father's name etc.
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorized use of employer's property for manufacture or making of unauthorized articles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Department and for which the Contractors are compelled to undertake rectifications.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthorized divulgence of collection of any money within the premises of an establishment unless authorized by the employer.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
20. Holding meeting inside the premises without previous sanction of the employer.
21. Threatening or intimidating any workman or employee during the working hours within the premises.



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FORM XX

REGISTER OF DEDUCTIONS FOR DAMAGE OR LOSS

Name and address of Contractor : _____

Name and address of establishment in/under which contract is carried on : _____

Nature and Location of work : _____

Name and address of Principal Employer : _____

| Sl. No | Name of Work man | Father's/ Husband's name | Name Designation / nature of employment | Particulars of damage or loss | Date of damage or loss | Whether workman showed cause against | Name of person in whose presence employee's explanation was heard imposed | Amount deduction |
|----------|------------------|--------------------------|---|-------------------------------|------------------------|--------------------------------------|---|------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
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FORM XXII

REGISTER OF ADVANCES

Name and address of Contractor: _____

Name and address of establishment in/under which contract is carried on: _____

Nature and Location of work: _____

Name and address of Principal Employer: _____

| Sl. No. | Name of Work man | Father's/ Husband's name | Name Designation / nature of employment | Wage period and wages payable | Date and amount of advance given | Purpose (s) for which advance made | No. installments which to be recover |
|---------|------------------|--------------------------|---|-------------------------------|----------------------------------|------------------------------------|--------------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
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FORM XXIII

REGISTER OF OVERTIME

Name and address of Contractor: _____

Name and address of establishment in/under which contract is carried on: _____

Nature and Location of work: _____

Name and address of Principal Employer: _____

| Sl. No. | Name of Work man | Father's/ Husband's name | Sex | Designation/nature of employment | Dates on which Overtime worked | Total over time worked or production in case of piece rated | Normal rate wages |
|---------|------------------|-----------------------------|-----|----------------------------------|--------------------------------|---|-------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
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Part-II
Financial Bid

Section V
Schedule of Rates and Quantities



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NIT No. NISER/RO/NIT-Housekeeping/3/2016

Dt. -28/10/2016

NAME OF SERVICE/WORK: - HOUSEKEEPING, COSMETIC MAINTENANCE AND ENVIRONMENTAL SUPPORT SERVICES IN ROAD & PERIPHERY OF ALL BUILDINGS AREAS IN NISER CAMPUS, JATNI.

SCHEDULE OF RATES & QUANTITIES

| Sl. No | Description of Work | Total Area | Unit | Rate per Unit | Amount |
|--------|---|------------|-----------------------------------|--------------------|--------|
| 1 | Providing housekeeping, cleaning, cosmetic maintenance services for the Road and Periphery of all Academic, Auditorium, Utilities, Hostels and Residential buildings etc., Removal of Garbage from all dustbins located near all buildings and roads as per detailed scope of work and specifications and following all the terms and conditions in this tender etc. complete as per direction of Officer in charge/Engineer - in- charge. (Note: Measurement will be taken for road surface area and plinth protection area of buildings whose periphery will be cleaned for payment only). Rate in words:- | 18865.00* | Per 100 Sq. M Per Day | | |
| 2 | Any other charges/ levies – if applicable (please specify) [Reimbursable to Contractor on production of proof of payment] | | | | |
| 3 | | | | TOTAL (1+2) | |

Rupees (in words)-----

Signature of the tenderer:
(Seal /Rubber stamp of the Tenderer)

- Note:**
- *The area may be increased or decreased as per requirement and the bill will be processed as per actual measurement.
 - Bidder should quote item wise rate. Quoting lump sum rate will be disqualified.