



**GOVERNMENT OF INDIA  
NUCLEAR FUEL COMPLEX**

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**TENDER DOCUMENT**

FOR

“Housekeeping services for the office premises of NFC (K) Project  
Office, Rawatbhata, Rajasthan”

Issued by Project Director, NFC Kota Project

**GOVERNMENT OF INDIA  
DEPARTMENT OF ATOMIC ENERGY  
NUCLEAR FUEL COMPLEX  
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**Name of work: “Housekeeping services for the office premises of NFC (K) Project Office, Rawatbhata, Rajasthan”**

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**Government of India**  
**DEPARTMENT OF ATOMIC ENERGY**  
**NUCLEAR FUEL COMPLEX**  
**KOTA PROJECT**  
**RAWATBHATA RAJASTHAN**

**NOTICE INVITING e-TENDER**

On line item rate tenders in two bids i.e. Eligibility bid (Part-I) & Financial bid (Part-II) are hereby invited through **e-Tendering mode**, on behalf of the President of India, for the following work from firms / contractors of repute engaged in housekeeping services:-

i.	NIT No.	NFC-K/2019/01
ii.	Name of work	Housekeeping services for the office premises of NFC (K) Project Office, Rawatbhata, Rajasthan
iii.	Estimated Cost	Rs. 13,30,000/-
iv.	Earnest Money	Rs. 26,600/- (To be refunded after receipt of performance Guarantee)
v.	Tender Processing Fee	Rs. 5,900 by e-payment through electronic mode (Non-refundable) in favour of M/s ITI Limited, New Delhi
vi.	Period of completion	24 (Twenty Four) calendar months period
vii.	Dates of request for purchase / download of Tender document (excel / word formats)	From 10:00 hrs of 11.04.2019 to 16:00 hrs of 24.04.2019 on website <a href="http://www.tenderwizard.com/DAE">www.tenderwizard.com/DAE</a> . Detailed NIT is also available on website <a href="http://www.nfc.gov.in">www.nfc.gov.in</a> for view only.
viii.	Last date and time of closing of online submission of Part-I (eligibility) and Part-II (financial) bids	10.05.2019 up to 21:00 hrs
ix.	Last date and time for submission of original documents towards receipt of e-payment of tender processing fee & EMD and other hard copies of documents as per tender in support of eligibility	On or before 15.05.2019 up to 14:00 hrs at O/o GM, NFC Kota Project, 2nd Floor, Technical Building, Nuclear Fuel Complex, Hyderabad-500062 preferably in person. However, documents sent by post or courier will also be considered provided the same is received within due date & time. Original documents of fees and EMD shall be placed in single sealed envelope super scribed as " <b>Earnest Money and Transaction Fee for Tender Processing</b> ". The self attested copies of documents as per tender, in support of eligibility, should be submitted in a separate sealed envelope marked as " <b>Other Documents</b> ". Both these envelopes (Fee and other documents) shall be placed in another sealed envelope with due mention of name of work and NIT Number.
x.	Date and time of online opening of Part-I	15.05.2019 at 15:00 hrs
xi.	Date of opening of Part-II of bidders qualified in Part-I	Date and time shall be intimated to agencies who qualify in eligibility bid, by O/o GM, NFC Kota Project, separately.

# INFORMATION AND INSTRUCTIONS FOR CONTRACTORS

## 1 ELIGIBILITY CRITERIA:

### 1.1 Who can apply:

- i. Reputed contractors/agencies with track record in Housekeeping and sanitation services in CPWD / MES / Railways / state PWDs / public sector undertakings of central or state governments / central autonomous bodies / reputed private organizations / MNCs / Corporate.
- ii. Registered public/limited company or a partnership firm or an individual. Societies are not eligible to apply. Joint ventures are not accepted.

### 1.2 Experience required:

- i. Should have satisfactorily completed housekeeping and sanitation works as mentioned below during the last seven years ending previous day of last date of submission of bid:
  - a) At least three similar completed works each costing not less than 40% of estimated cost, or
  - b) At least two similar completed works each costing not less than 60% of estimated cost, or
  - c) At least one similar completed work costing not less than 80% of estimated cost

#### **Note:**

If the work experience certificate submitted in support of eligibility is less than one year then same amount will be considered without any extrapolation.

Cost of work means gross value of the work in housekeeping and sanitation services excluding the cost of materials supplied by the Government/Client and material supplied free of cost. In case of works done with material/consumables supplied by the contractor and the cost of material/consumables is not available in the work order, the value of work done by contractor will be reduced by a factor of 0.8 and then considered for eligibility.

Similar work shall mean housekeeping and sanitation works carried out in reputed organizations & hospitals, large industrial office complexes, premier institutions, Five Star and above category Hotels in India, International Airports in India.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to previous day of last date of submission of bid.

The grading of quality of similar work shall be minimum “very good”

Scope of execution of qualifying work should be totally with the bidder. Agency/contractors who are only manpower / material suppliers to the actual work executing agencies at site, are not eligible to apply.

### 1.3 Financial requirements:

- i. Average Annual Financial Turnover on account of housekeeping and sanitation works should be at least equal to the estimated cost of this work during the immediate last 3 consecutive financial years ending 31<sup>st</sup> March 2018. This should be duly audited by a registered Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.
- ii. Agency shall be in profits. The bidder should not have incurred any loss in more than two years during the last five years ending 31<sup>st</sup> March 2018.
- iii. Should have a solvency of amount equal to 40% of the estimated cost certified by a nationalized bank / scheduled bank not older than a year from the date of opening of tender.

### 1.4 Registrations and Certifications required:

- i. In general, the contractor should be registered with the concerned authorities.
- ii. Contractor should be registered with competent authority for PAN, GST.
- iii. Contractor should be registered under EPF & ESIC.
- iv. In case of companies, registration with registrar of companies is required.
- v. Should possess valid ISO 9001 certification issued prior to 31.03.2018.

### 1.5 Office at Hyderabad required:

- i. Should have a well established registered Office/Branch in Hyderabad/Kota(Rajasthan) or an assurance letter accepting to open a branch at Hyderabad or Kota(Rajasthan).

## 2 E-TENDER GUIDELINES:

### 2.1 E-tender access and submission:

- i. Those contractors not registered on the website [www.tenderwizard.com](http://www.tenderwizard.com) are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
- ii. The intending bidder must have valid **Class-III digital signature** to submit the bid.
- iii. The process involves downloading specified formats from the website, filling and uploading. To participate in the tender, prospective bidders are required to download the **excel format** of Part I bid containing Eligibility bid viz. Forms from A to L, Part II bid containing Schedule of quantities after Login in the Home page of the website [www.tenderwizard.com/DAE](http://www.tenderwizard.com/DAE) with their **User ID / Password & Class III Digital Signature Certificate**. Steps to download EXCEL documents are as follows:
  - a. Click on “**UNAPPLIED**” button
  - b. Click on “**REQUEST**” icon (blue colour)
  - c. Pay TENDER PROCESSING FEE online
  - d. Click on “**SUBMIT**” button
  - e. Click on “**IN PROGRESS**” button
  - f. In status column bidder will find the tender is **RECEIVED**
- iii. Bidder will be able to download required Tender Documents by clicking “**EDIT ATTACHMENT**” icon for any number of times till last date of submission. Prospective bidders have to fill the **excel documents** and upload the same **without renaming** it. Please refer Help Manual for submission of Tender / contact Help Desk as per NIT.
- iv. Contractor can upload documents to be submitted in the form of JPG format and PDF format.

- v. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in YELLOW colour and the moment rate is entered, it turns SKY BLUE. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as “0”. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as “0” (ZERO).
- vi. On opening date, the contractor can login and see the status of bids after opening.
- vii. Contact for assistance for registration and participation in e-Tendering: Shri Vijaya Kumar @ cell No: 07207042074 email-twhelpdesk694@gmail.com or Ms Sharada @ cell No. 09686115310 daehelpdesk@gmail.com or Shri Rudresh, cell No. +91-9969458639, email: rudresh.tenderwizad@gmail.com
- viii. In case difference between wordings of English and Hindi version of NIT, the English version will prevail.

### **3 VALIDITY OF BIDS**

- 3.1** Tender submitted by bidder shall remain valid for acceptance for a minimum period of 120 days (One Hundred and Twenty) validity period from the last date of submission of bid.

### **4 CONTRACT PERIOD**

- 4.1** The contract will be for a period of 24 months with a provision of one year extension subject to evaluation of the performance of service provider / contractor by NFC. In the event of extension of contract, the rate quoted by the bidder and all other terms and conditions will remain unchanged.

### **5 DOCUMENTS TO BE UPLOADED AND HARD COPIES TO BE SUBMITTED:**

#### **5.1 The following documents are to uploaded and hard copies to be submitted by the bidder in support of his eligibility for the tender:**

- i. Details of structure and organization with contact details as per 'FORM A'.
- ii. Original copy of Challan / Demand Draft / Pay order or Banker's Cheque / Deposit at Call Receipt / Bank Guarantee of any Scheduled Bank against EMD and receipt of e-payment of tender processing fee.
- iii. All the documents pertaining to the Firm/Company submitted by the tenderer should bear the same Name and Address as recorded in the Tender Form. In case of any variation, it should be specifically clarified as to whether the changes have been duly notified to the respective Authority and proof of acceptance by such Authority must be attached with the respective document submitted by the tenderer.
- iv. a. In Case of Individual Tender: His /her full name, address and place & nature of business. b. In Case of Partnership Firm: The names of all the partners and their addresses. A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.  
c. In Case of Companies: Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and Articles of Association are also to be furnished) Nature of business carried on by the company and the provisions of the Memorandum relating thereof.

- v. Latest Bank Solvency Certificate. Bank Solvency Certificate of a Nationalized Bank / Scheduled Bank for an amount equal to 40% of the estimated cost and should not be older than one year from the date of opening of tender as per 'FORM B'.
- vi. Certificate of Financial Turnover of last three years and Profit / Loss statement of the last five years ending on 31-03-2018 certified by CA as per 'FORM C'.
- vii. Certificate of work experience in housekeeping and sanitation services as per 'FORM D' along with copy of respective work orders.
- viii. For works completed in private Sector TDS in support shall be submitted for verification of work along with the experience certificate ('FORM D') and the TDS amount should be commensurate with the actual amount of work done.
- ix. Performance certificate of work experience as per 'FORM E'
- x. Details of existing/running housekeeping and sanitation contracts as per 'FORM F'
- xi. Proof of valid registration number for GST.
- xii. Income Tax Permanent Account Number: Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company / Firm / Individual / Partners
- xiii. Copy of applicable labour licenses/registrations.
- xiv. Proof of valid registration number for Provident Fund (attach attested copy of registration certificate)
- xv. Proof of valid registration number for ESI (attach attested copy of registration certificate)
- xvi. List of Category-wise number of manpower employed on the rolls of the contractor with an undertaking that at least 40% of the manpower to be deployed at NFC premises are from the regular rolls of the contractor / agency as per 'FORM G'.
- xvii. A list of persons (at least 40% of total manpower) to be deployed, together with their qualification, experience and copies of the appointment letters have to be submitted.
- xviii. Sample of photograph of housekeeping personnel (Male and Female) in uniform.
- xix. Attested copy of authorization letter as per 'FORM H' or valid Power of Attorney on behalf of company/firm, for signing the document and participate in the bidding process, as applicable.
- xx. Details of equipment and machinery available with the firm viz. machine/equipment name, make, quantity, year of purchase etc.,
- xxi. Affidavit of "BLACKLISTING & NON- BLACKLISTING "of bidder firm/company to be executed on Rs.20/- Stamp paper & attested by Public Notary/Executive Magistrate as per 'FORM I'.
- xxii. EMD undertaking as per 'FORM J'.
- xxiii. Declaration of knowledge about site conditions as per 'FORM K'.
- xxiv. Letter of transmittal as per 'FORM L'

## **6 EARNEST MONEY DEPOSIT, RETURN AND FORFEITURE:**

### **6.1 Deposit Guidelines:**

- i. The bid can only be submitted/uploaded after providing details of Earnest Money Deposit and other documents as specified.
- ii. Cheques for Earnest Money Deposit will not be accepted (except Bankers Cheque).

- iii. EMD of Rs. 26,600/- preferably in the form of Fixed Deposit Receipt / Demand Draft / Bankers Cheque / Pay Order of a Scheduled Bank in favour of Pay and Accounts Officer, NFC are only accepted.
- iv. EMD validity shall be for a minimum period of three months from last date for submission of tender
- v. Firm shall ensure submission of EMD along with epayment processing fee to NFC

## **6.2 Return Guidelines:**

- i. The E.M.D. of unsuccessful bidders will be returned after the award of contract to the successful bidder.
- ii. No interest shall be paid on the E.M.D.
- iii. In case of successful bidder, E.M.D. will be returned after submission of performance guarantee. However, in case Performance guarantee is in the form of Bank Guarantee, Earnest Money Deposit will be released subsequent to confirmation of verification of Bank Guarantee from the issuing Bank.
- iv. EMD will not be accepted after the due date and time. EMDs received after due date and time by post will be returned. Bidder has to collect the same in person from NFC.

## **6.3 Forfeiture Guidelines:**

- i. If the tenderer fails to honor the contract within the stipulated time, if awarded either in full or part, then the EMD amount shall stand forfeited without further intimation to bidder.
- ii. If wrong information is furnished.
- iii. If the successful tenderer, fails to furnish the prescribed performance guarantee on or before stipulated time, NFC shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.
- iv. If the contractor, after accepting the contract fails to commence the work within the stipulated time.
- v. If any tenderer withdraws his tender within the validity period of offer 50% of EMD will be forfeited and shall not be allowed to participate in the retendering process, if any.
- vi. If the bid is not in line with the terms and conditions of the tender, bid is treated as invalid and EMD will be forfeited.
- vii. EMD will be forfeited if the bidder is indulged in fraudulent practices in the bid submission process.
- viii. If bidder violates any of the terms and conditions of the tender.

## **7 PERFORMANCE GUARANTEE AND SECURITY DEPOSIT:**

### **7.1 Deposit and Return Guidelines:**

- i. The contractor shall be required to deposit an amount equal to 5% of the value of the contract as Performance guarantee in the form of DD/BC/FDR/BG of any scheduled bank within 4 to 15 days from the date of issue of letter of acceptance. This period can be further extended at a written request of contractor by the EIC for a maximum period ranging from 1 to 15 days with a late fee of 0.1% per day of PG amount.



- ii. The contractor whose tender is accepted will be required to furnish by way of security deposit for the due fulfillment of his contract, such sum as will amount to 2.5% of the tendered value of work order.
- iii. The Security Deposit will be collected by deductions @ 2.5 % of the gross amount of the running bill of the contractors till the total security deposit recovered will amount to 2.5% of the work order value of work.
- iv. The Security deposit will also be accepted in the form of Governments Securities, Fixed deposit Receipts of Scheduled Bank and Nationalized Bank. These shall be endorsed in favour of the Pay and Accounts Officer, NFC, Hyderabad.
- v. These will be returned interest free after three months of successful completion of contract or after extension, if any, or after the payment of final bill whichever is later and the same shall be kept valid by proper renewal till the acceptance of final bills of the contractor/agency.

## **7.2 Forfeiture Guidelines:**

- i. Performance Guarantee & security deposit will be forfeited, if it is found at any stage that wrong information is furnished
- ii. NFC shall adjust or appropriate or forfeit the said Performance Guarantee & security deposit towards loss or damage caused by the Agency or his employees or the amount of value of shortage or breakage to any premises, equipments, appliances, items etc. entrusted to or caused to other assets of NFC by the Agency or his employees or any other liability of the Agency.
- iii. NFC also reserves the right to forfeit performance guarantee and / or security deposit in possession of the Government for failure on the part of the contractor to abide/adhere to the Security instruction issued by DAE/ NFC from time to time or in the event of any failure on the part of the Contractor to meet his obligations under the contract or if the contractor fails to honour the contract, if awarded either in full or part, or in the event of any demand by the concerned Statutory Authorities for the dues from the Contractor, at its sole discretion.

## **8 TENDER REJECTION CRITERIA:**

### **8.1 Tender will be rejected in the circumstances but not limited to the following:**

- i. Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors.
- ii. If Earnest Money Deposit as applicable and receipt of e-payment done through electronic mode towards Tender Processing fee are not submitted at aforementioned place, date and time.
- iii. If the EMD is found to be invalid.
- iv. All tenders in which any of the prescribed conditions are not fulfilled.
  - v. If required documents are not submitted.
  - vi. Offers incomplete in any respect.
- vii. Proposals received without the authorization letter/s as the case may be.
- viii. If the bidder resorts to canvassing.
- ix. If any tenderer is found influencing or intimidating other tenderer / tender process.

- x. If the offers do not contain minimum of very good performance certificate for the period indicated.
- xi. If the details and documents uploaded online are not matching with those submitted for verification.
- xii. Tenders with any conditions including revocable bids
- xiii. Conditional discounts offered by the bidders are not taken into consideration for comparison.
- xiv. The acceptance of tender shall rest with NFC which does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all of the tenders received or cancel the entire process at any stage without assigning any reason.
- xv. NFC reserves the absolute right to reject any or all the Bids at any time solely based on the past unsatisfactory performance by the bidder(s).
- xvi. If any information furnished by the applicant is found to be incorrect or the firm is found to have suppressed any information at any stage, they shall be liable to be debarred from tendering / taking up works in NFC in future forever including reject such tender at any stage or to cancel the contract if awarded.
- xvii. Offers of tenderers who are under suspension/banned/black-listed by any PSU/Govt. Department /PSU/ or otherwise shall not be considered. Further, if any of the partners/directors of the contractor's organization /firm is blacklisted or having any criminal case against him, their tender shall not be considered.
- xviii. If the rates quoted by the bidder are unusually high or unusually low, it will be a sufficient ground for rejection of the tender unless the reasonableness of the rates is convincing.
- xix. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.

## **9 SITE SURVEY:**

- 9.1** Tenderers are advised in their own interest to visit the proposed site of work i.e. **NFC Kota Project, Rawatbhata Rajasthan** to acquaint themselves with the site, working conditions, security implications etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.
- 9.2** The contractor may inspect the area/building/premises thoroughly, before quoting for the work.

## **10 PRE-BID MEETING:**

Not Applicable

## **11 ELIGIBILITY BID:**

**11.1** This consists of NIT, detailed Notice Inviting Tender, eligibility criteria, General rules & conditions of contract, clauses of contract, safety code, model rules, contractor's labour regulations, standard specifications etc., The details pertaining to Profile of the company / Agency, statutory details, Infrastructure, welfare measures, General details, eligibility etc., shall be provided as per relevant FORMS of the Eligibility bid excel file and uploaded along with supporting documents as indicated in the tender. Any other relevant information shall be included. If desired, applicants may depute their representatives during opening of bids by issuing an authorization letter.

## **12 INSPECTION:**

**12.1** After opening of Part-I of tender, Project Director, NFC Kota shall constitute (If required) an inspection team which will visit selected worksites of ongoing/completed works of the tenderers to evaluate the capability of the tenderers based on the following:

- i. Financial capability and their turnover during the last 3 years.
- ii. Technical capabilities of the company in the light of subject work.
- iii. Nature of works executed by the tenderer during last 7 years.
- iv. Organizational structure of the company.
- v. Necessary resource required by company to carry out the subject work.
- vi. Time & quality consciousness.
- vii. Tendency of the company with regard to making extraneous claims and disputes.
- viii. Site planning ability.
- ix. Tendency of the company to award the work on back to back / subletting.

Accordingly tenderers will be qualified / disqualified by the Competent Authority.

## **13 EVALUATION CRITERIA:**

**13.1 From the eligibility and inspection criteria described above, the bidders will be evaluated by a scoring method as described below:**

- i. Financial strength - Maximum 25 Marks
- ii. Experience in Housekeeping, sanitation / facility management services - Maximum 25 Marks
- iii. Performance on works - Maximum 50 Marks

**To become eligible for short listing, the bidder must secure at least fifty percent (50%) marks in each (section i, ii, & iii) and sixty percent (60%) marks in aggregate.**

The department, however, reserves the right to restrict the list of such qualified contractors to any number deemed suitable by it.

## **14 FINANCIAL BID:**

### **14.1 Points to be noted:**

- i. This consists of an empty un-editable pdf copy of Schedule of quantities for view purpose and an excel file for rate entry and uploading. Firms which fulfill the eligibility and inspection criteria will be qualified for opening the respective financial bids. Date and time of online opening of Part-II of qualified bidders will be notified at a later date. Intimation will be given to qualified bidders only by email.
- ii. The rates quoted shall be for fulfillment of all the conditions. The bidder is expected to quote after careful analysis of cost involved considering all specifications, terms and conditions of contract. If required, NFC may request the bidder to submit supporting documents to ascertain reasonableness of the rates. The same shall be furnished by the bidder expeditiously on NFC's demand.
- iii. Police Verification Certificates for all the manpower deployed should be arranged at the bidder's cost and bidder to quote accordingly.
- iv. The bidder should not consider ESI and EPF in his rates. The rate and amount of the tender should be inclusive of all applicable charges and GST. The payment towards ESI, EPF will be released against submission of documentary evidence towards payment of ESI and EPF to concerned authorities. Also, the rate shall be in accordance with the provisions of Minimum wages Act, Contract Labour Act, works contracts act and other statutory provisions.
- v. The tenderers shall carefully go through the clauses in the notice inviting tenders, Tender and contract, General Rules and directions, conditions of contract, clauses of contract, safety code, model rules for Labour Regulations, etc. and special instructions to the tenderers and also specifications and shall include, in their rates, any sum they consider necessary for the fulfillment of the various clauses contained therein. The items of work and unit rates quoted in the schedule of quantities shall be inclusive of everything necessary to complete the said items of work within the contemplation of the contract and the rates may be quoted accordingly. No extra payment beyond the quoted unit rates shall be allowed for incidental or contingent work, labour, materials unless the exclusions are specifically brought out by NFC in schedule of quantities.
- vi. There will be no increase in the rate during the contracted period.
- vii. The Agency shall bear all the costs and expenses in respect of all charges, stamp duties etc. relating to the contract, documents etc. to be signed.

## **15 PRICE DISCREPANCY:**

- 15.1** The bidder shall quote rates in figures only. Amount of each item and total are generated automatically. Therefore, the rate quoted by the bidder in figures shall be taken as final and the contractor is bound by the same rates throughout the contract period, including the extended period of contract, if any.

## **16 COMMUNICATION / ENQUIRY / CLARIFICATION:**

- 16.1** NFC reserves the right to request for any document / certificate / clarification from the tenderer / contractor relevant to qualifying criteria and the same must be submitted within 7 (seven) NFC

working days of receipt of any such communication from NFC, failing which suitable action shall be taken by NFC.

- 16.2** To assist in the examination, evaluation and comparison of the technical bids, NFC may, at its discretion, ask the Bidder for a clarification on its Bid. No change in price of the Bid shall be sought, offered or permitted. If required, NFC reserves the right to ask the bidders to submit supplementary documents to support the documents already submitted by the bidder.

## **17 EXECUTION OF CONTRACT AGREEMENT:**

- 17.1** The successful bidder's responsibility under the contract commences from the date of issue of the Letter of Intent / Work Order by NFC which ever is earlier. The bidder shall submit an unconditional acceptance to the Letter of Intent / Work Order within the period stipulated therein. The maximum time allowed for starting the work will be 15 days from the date of work order to commence the work or from the first day of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
- 17.2** On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-In-charge shall be communicated to the Engineer-In-charge.

## **18 SCOPE OF WORK:**

### **18.1 Area & responsibility:**

- i. Contractor is fully responsible for the housekeeping and maintenance of hygiene, sanitation and upkeep of areas and buildings with a total plinth area of 2494 sq. meter daily as indicated in the tender. The detailed scope of work is as per schedule of quantities.

## **18.2 Training, Supervision & Direction:**

- i. The agency should have credible supervisory infrastructure and network. The contractor shall deploy one of the workman who have at least two years of experience in housekeeping and sanitation services as a supervisor on behalf of the contractor at site. He would be responsible to get the work executed by other housekeeping staff, in accordance with detailed instructions given by the designated respective Building-In-Charge of NFC, which will be issued progressively after the placement of the work order to suit the progress of work at site. The supervisor is expected to provide required technical know how and training to the manpower in day to day activities as required to ensure quality services.
- ii. All house keeping and sanitation operations are to be carried out by ensuring proper supervision and monitoring in the areas.
- iii. The employees of the contractor will work strictly under the direction and administrative control of the contractor's supervisor. However, the contractor's supervisor will have to execute the work through their employees according to the requirement, need at site and as per the instructions of the Facility manager.
- iv. Carrying out work without supervision and lack of safety will be viewed seriously and accidents if any, will attract heavy penalty to the contractor
- v. Non deployment of manpower as stated above, will be charged as per the applicable penalty clause.

## **18.3 Manpower deployment:**

- i. Contractor should have required Technical Staff. The Contractor shall deploy adequate manpower with requisite qualifications, professional competency and work experience of minimum two years in respective areas of their duties.
- ii. The minimum number of manpower to be deployed is 3(Three) Nos. excluding supervisory staff.
- iii. No child labour shall be deployed
- iv. The contractor shall ensure that the age of labour shall be / below 60 years for skilled, shall be /below 50 years for unskilled, shall be / below 65 years for highly skilled categories

## **18.4 Manpower rules & regulations:**

- i. Contractor shall employ full manpower on each day without fail to carry out the work. In case the Contractor is unable to provide sufficient Manpower or the Services as agreed in the Contract, NFC shall have right to make alternative arrangement and engage the Manpower or Services from outside. The amount so incurred towards such agreement / services due to his failure to supply will be deducted from the contractor bills in addition to the penalty.
- ii. All manpower shall always appear neat and tidy.

- iii. A list of persons to be deployed, together with their qualification, experience and copies of the appointment letters have to be submitted. Any subsequent changes in the deployment of personnel shall be notified in advance.
- iv. The Successful bidder whose tender is accepted will be required to obtain Police Verification Certificate (PVC) issued by Special Branch of Police at his own cost for all his staff to work inside NFC. The PVC will be valid for three years. And also medical certificate indicating their fitness shall be produced.
- v. The agency shall issue identity cards to their workers. No person without this card shall be allowed entry in to NFC premises.
- vi. The house keeping staff proposed to be posted at our office premises must be in appropriate uniform, well-behaved, trust-worthy, honest, sincere, vigilant and competent enough to render quality housekeeping services.
- vii. The successful agency is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors. The contractor shall ensure strict discipline, good behavior, integrity and diligent performance of duties of their staff most befitting to the decor of the organisation.
- viii. The employees of the contractor shall not in any manner cause any interference, annoyance, nuisance etc. to NFC staff or its business or working and will be liable for immediately replacing/relocating the individual employee if the services rendered by him are not found to be satisfactory.
- ix. The manpower employed by the contractor shall not enter into any unlawful activities in the premises.
- x. It is clarified that if NFC is not satisfied with the services / conduct of any of the deployed personnel, the same shall be brought to the notice of the Facility manager / supervisor and the said personnel shall be replaced immediately to the satisfaction of NFC within a week. NFC reserves the right to review performance of the deployed personnel and recommend location of posting/shift/ replacing/relocating. NFC also reserves the right to review the performance of the supervisor and facility manager from time to time and request replacement of the supervisor if performance is found unsatisfactory.
- xi. Attendance report of all the staff deployed at NFC shall be submitted to Building-In-Charge, every day
- xii. The designated manpower on a given day can also be deployed for other services like shifting equipments/ furnitures movement and other items from one office to another etc. apart from sanitation & housekeeping services.
- xiii. The Contractor will also submit copies of ESIC card issued by Employee State Insurance Corporation and UAN No. of each housekeeping personnel deployed at NFC within one month from the date of joining by housekeeping staff.

**18.5 Uniform:**

- i. The housekeeping staff (Male & Female) have to be in smart dress code (Uniform) supported by identity cards including gumboots, shoes, caps, gloves, etc. and id cards during duty hours without any extra cost to NFC. Emblem/logo/name of the firm shall be embroidered on the uniform at the cost of agency. All manpower shall always appear neat and tidy.
- ii. The contractor has to provide at least two proper sets of correct fit uniform to his staff.
- iii. The contractor's manpower shall enter NFC premises in uniform only.

**18.6 Work in general:**

- i. House keeping operation like sweeping, dusting, cleaning and mopping of floors, walls, furniture, ceilings of office areas, cabins, conference rooms, change rooms, lobby areas, lift areas, stair cases, bath rooms, toilets, reception/ entrance area, corridors, terrace, common areas, portico, lounges, windows etc.
- ii. Housekeeping of all the buildings and areas mentioned in this document will have to be done scrupulously and all the areas shall be kept sparkling clean and dry at all times and on all working days of NFC Kota Project.
- iii. Regular cleaning of toilets (including fixtures such as commodes, urinals, washbasins etc.), Lobby, Corridors and other areas shall be done continuously during office hours at regular interval as per requirement, usage and instruction given by the department from 8.00 AM to 4.00 PM.

**18.7 Work timing:**

- i. First round of cleaning/mopping (sweeping, dusting, cleaning and mopping) of common and open areas, toilets, rest rooms etc., should be completed before 9.00 A.M., i.e. before beginning of offices. Work shall be carried out on all working days of NFC Kota Project. The work days and timings are liable to be changed at the discretion of NFC.
- ii. Part of the manpower may be required to report for duty from 6:00 AM to 2:00 PM. exact working hours will be decided in consultation with respective Building-In-Charge.

**18.8 Penalty clauses:**

- i. Misbehavior like quarreling, abusing etc., between the staff employed by the contractor, causing disturbance in the premises will attract Rs.500/- per occasion and replacement of such personnel immediately.
- ii. Personnel not reporting in Uniform will attract Rs.100/- per occasion per person.
- iii. If more than 10% of manpower are absent on any day, deduction at the rate of Rs.200.00 per day per worker and Rs.300.00 per day for Supervisor will be made for each day of absence of manpower, regardless of the reason. This is in addition to the deduction of minimum wages which is applicable for any percentage of absence.
- iv. Penal deduction will also be made for any other poor services on the basis of assessment by Engineer-In-Charge including feedback from the respective Building-In-Charge and the defaulting staff posted by you should be replaced immediately. The defaulting staff shall not be posted in NFC even in other contracts also.



### **18.9 Garbage disposal:**

- i. The contractor will be responsible for collecting garbage from core and common areas and dispose the same at the designated place/bin as directed by Engineer-In-Charge.

### **18.10 Use of Consumables:**

- i. Stocking and refilling the toiletries like sanitary cubes, deodorizer and other consumables like air fresheners, phenyl, toilet roll, tissue box and liquid soap for hand wash in all toilets. Harpic cleaning/ scrubbing of toilets/ WCs/ urinal stands/ wash basins/mirrors etc. of all the toilets.
- ii. Contractor shall ensure proper usage of consumables without wastages/spillages and also use appropriate chemicals suitable to the surface to be cleaned.

### **18.11 Scope of chemicals and consumables:**

- i. Consumables and cleaning materials are to be provided by the agency.
- ii. The contractor should physically inspect the entire area which are to be covered under contract and also to make an assessment of the average consumption of consumables, etc., before quoting their rates. The estimated list of chemicals & consumables is given in the schedule of quantities.
- iii. During the course of work execution, if any other chemical / consumable or additional quantity is required in addition to the list then the same shall be arranged by the contractor, as per the direction of Engineer-In-Charge, without any extra claim.
- iv. The whole quantity of cleaning agents and cleaning material supplied by the contractor under relevant item of work will be given back after verification by Engineer-in-Charge.
- v. Contractor shall make his own arrangement for transporting the required quantity of consumables to the concerned building and store the materials in safe custody in a secure place for daily usage as directed by Engineer-in-Charge.
- vi. Contractor shall place cleaning equipment and chemicals on proper stands. These should not be left at improper locations, on the floor or near the windows etc.,

### **18.12 Quality of chemicals and consumables:**

- i. Materials in the work shall conform to BIS codes / with the specifications / brand / make of government approved standards.
- ii. Materials and chemicals from **M/s Ecolab-Henkel** and/or **M/s Diversey India Ltd.** and/or **Comac India Pvt. Ltd.** shall be used. In case any material / chemical required to be used is not marketed by **M/s Ecolab-Henkel** and/or **M/s Diversey India Ltd.** and / or **Comac India Pvt. Ltd.** equivalent material of the same quality as approved by Engineer-in-Charge in writing shall be used. The consumption of material / chemicals shall be regulated as per manufacturer's specifications and or as per actual requirement.
- iii. Contracting agency shall obtain approval of the samples from NFC. All the housekeeping materials should be supplied after obtaining specific approval of Engineer-In-Charge.
- iv. Any chemical / consumable / material which in the opinion of Engineer-In-Charge is not good enough to perform the expected task, the same shall be summarily rejected. The decision of Engineer-In-Charge is final and binding on the part of contractor.
- v. Even ISI marked materials shall be subjected to quality test at the discretion of the Engineer-in-Charge besides testing of other materials as per the specifications applicable for the item / material. Whenever ISI marked materials are brought to the site of work; the contractor shall,

- if required by the Engineer-in-Charge, furnish manufacturer's test certificate to establish that the material procured by the contractor for incorporation in the work satisfy the provisions of IS Codes relevant to the material and/or the work to be done.
- vi. Testing of materials for approval shall be carried out by the contractor or his agency at no cost to NFC.
  - vii. Quality assurance plan shall be submitted and to be followed scrupulously including the fulfillment of provisions as per BIS codes and functional requirement.
  - viii. Special cleaning agents to be used for sophisticated fittings/areas or as required without any damage.
  - ix. Cleaning agents used shall not disturb the décor/ finishing of the area (floor/wall) /paintings/ pictures.
  - x. Cleansing agents or other non-acidic, non-corrosive agents with pleasant fragrance to be used. Room fresheners of reputed companies approved by NFC to be used.
  - xi. The floors to be washed by floor scrubbing machines and to be polished with appropriate chemicals only as approved by NFC.
  - xii. No acidic cleansing agents on marble/ granite/ ceramic tiles/ synthetic tiled surface to be used to avoid discolouration or permanent bleaching or pitting.
  - xiii. For cleaning/ maintenance of glass and laminated surfaces, suitable cleansing agents to be used. No coarse or a synthetic non-absorbent cloth to be used.
  - xiv. All surfaces and structures made out of natural wood shall be cleaned with soft cloth.
  - xv. Consumables to be made available for checking whenever called for by NFC officials and should only be of reputed brands as approved by NFC.

### **18.13 Use of Equipment / Machinery:**

- i. The bidder should have own Machines/Equipment for Housekeeping Works.
- ii. Equipments/machinery viz. vacuum cleaners, scrubbing machines etc., shall be used along with manual cleaning. The approved make of machines to be used are M/s. Comac India Pvt. Ltd., M/s. Nilfisk, M/s. Diversey India Ltd.
- iii. Equipments/machinery are in scope of contractor and the same shall be supplied in good working condition to NFC on monthly rental basis. The machines / equipments are to be stationed permanently at site as per requirements.
- iv. Maintenance of Equipments/machinery is in the scope of agency. If any defect occurs in the machinery the same shall be repaired and made workable within three days. However, till such time the contractor has to make spare arrangements to maintain the premises clean at his own cost. Failure or downtime or non deployment of equipment/machinery for more than three days will attract penalty of 1.5 times the daily rental value for each day from the fourth day onwards.
- v. The cost of running charges of machines i.e. fuel / petrol or battery i/c. replacement of parts etc. shall be borne by the contractor and nothing extra shall be payable on this account.
- vi. The Contractor shall be entirely responsible for the materials, tools & equipments supplied by him for the house keeping activity and also for those if any, provided by NFC. The same shall be returned to NFC without causing damage.

#### **18.14 Damage Penalty:**

- i. The Successful Agency shall execute an indemnity bond against all damages, losses, expenditure, claims, demands etc., of whatsoever nature suffered by the NFC, on account of deficiency of service or due to negligence, caused by the personnel outsourced / employed by that particular Agency including their sub-contractor, if any, and make good the loss caused to NFC during the period of contract. The contractor will be liable to pay the compensation to NFC as may be advised by NFC. The indemnity holds good and binds over the agency, if the information about the said loss/damage is unearthed even after the contract period.

#### **18.15 Periodicity of jobs to be carried out:**

##### **i. Daily jobs:**

- a. Cleaning (sweeping, mopping, dusting and any other connected work) of office area, corridors, lobbies, staircases etc.,
- b. The area covered with carpet shall be cleaned daily with brush and vacuum cleaner and manual mopping in other areas at least once in a day as per the timings specified with detergent solution, scented phenyl etc.,
- c. Dust control on morning-evening basis.
- d. All common areas shall be cleaned and mopped at least once daily and also at frequent intervals as required to remain sparklingly clean.
- e. Special attention shall be given to cleaning the Conference Halls, VIP chambers, etc., Tables, chairs and sofas shall be cleaned thoroughly using approved methods. The carpets shall be cleaned using Vacuum Cleaners. Air fresheners are to be sprayed at frequent intervals on days of meeting.
- f. All furniture like tables, chairs, sofa-sets, racks, Almirahs, cupboards, office equipments should be cleaned daily by using cloth dusters and kept neat. Frames, panels, railings, glasses and cabin partitions, Aluminium glazed doors, windows shall be cleaned daily with cleaning agent. Cleaning with soap-oil or liquid cleaners wherever required.
- g. Removal of stains from entire premises including stairs, area of office cabins, conference halls, Auditorium, reception, change rooms, toilets etc. and stain removing of the furniture and equipments.
- h. Air-freshener spray in all areas as directed.
- i. Cleaning of computer systems and furniture daily with duster cloth and glazed Table tops shall be cleaned with cleaning agent. Cleaning and dusting of computers, keyboards, terminals, printers, Photostat machines, filing cabinets, telephones, fax, electric fans and any other equipment and machine lying on the site. (only computers and monitors to be cleaned in the presence of the users)
- j. Toilets, washbasins, sinks and sanitary appliances and fittings & tiles to be cleaned at least twice a day, i.e. Morning and after Lunch and as required at other times. Mirrors in the toilet shall be cleaned with appropriate cleaning agents and kept clean and neat. Stocking and refilling the toiletries, cleaning/ scrubbing of toilets/ Commodes/ urinal stands/cubicles / wash basins/mirrors etc. of all the toilets daily in the morning and afternoon and on call or as required basis.

- k. Cleaning/dusting of planters paintings/ posters/ notice boards/ name plates. Dusting of Models, Exhibits and other Fixtures as and when required.
- l. Removal of bird droppings and other dirt's on the inner walls or on the foot of doors, ventilators, behind windows etc. as and when required. Cleaning of skirting, pillars, walls, etc.
- m. The biodegradable and non-biodegradable waste shall be segregated and disposed on day-to-day basis at the places as directed by Engineer-In-Charge.
- n. Thorough cleaning of toilets, urinals and wash basins using disinfecting treatment at least once in a day and when ever required.
- o. Floor and side walls to be cleaned daily to clear off all the stains and maintain the hygenity and glaziness. Extreme care shall be taken while cleaning inside to take care of the machinery, instruments, materials, etc.,
- p. Shifting of materials like PCs and peripherals, furniture, etc., from one place to another as and when required.
- q. Wiping and cleaning of wood and glass surfaces, window sills and frames and removal of stagnant water.
- r. Cleaning of entire floor space, glasses with detergents.
- s. Removal of blockages and clogging in the wash basin and other sanitary fittings for smooth outflow of waste water. De-choking of toilet pipes, bathroom pipes etc.,
- t. Sweeping of open areas/corridors twice a day and also as and when required.
- u. Cleaning of water cooler areas.
- v. Cleaning / disinfecting of all the brooms, brushes etc., used in the day.
- w. Removal of garbage from dustbins and other places on morning and evening basis. No garbage shall be left uncollected overnight.

ii. Weekly jobs:

- a. The area like Offices, Corridors and Lobbies shall be cleaned/mopped with scrubber machine wherever possible at least twice a week.
- b. Pipe fittings, glazed tiles and other type of floors to be cleaned meticulously using soaps and detergents and kept spick and span, wiped with cloth.
- c. The dust and waste if any from the windowsills and sun shade out side and inside shall be removed with least disturbance to the personnel working in the office premises. Window and door sponging from inside/ outside with proper cleaning of frames/ pictures on walls, cleaning of blinds, minimum once a week.
- d. Glass panes of the windows, doors and partitions shall be cleaned with appropriate detergent meant for cleaning the glass. There should not be any scratch on the glass panes and shall present a neat look all the time.
- e. Frames of doors, windows, partitions, shutters shall be cleaned with appropriate detergent meant for cleaning.
- f. Cleaning of buckets, mugs, mirrors, taps, etc. in the toilets.
- g. Ceiling fans, wall mounted fans, pedastal fans, tube lights & all other fittings shall be cleaned with cloth dusters. Venitian blinds to be dusted.
- h. Thorough brushing, vacuum cleaning of chairs/ sofas/ filing cabinets/ cupboards etc. Dusting/ cleaning of all furniture, wet & drying/ mopping with cleansing agent.

- i. Dusting of walls, roofs etc. from top downward and removal of cobweb
- j. Removal of poster, banners and hoardings inside and outside as directed by Building-In-Charge
- iii. Fortnightly jobs:
  - a. Vacuum cleaning of upholstery of sofas and other upholstered chairs
  - b. Cleaning of nameplates, paintings, display articles, decorative items, shields etc.,
- iv. Monthly jobs:
  - a. Cleaning of floors by moving furniture such as sofa, almirahs, tables, roofs etc. so as to ensure through internal cleaning
  - b. Polishing of covered floor area, cleaning of sanitary/water supply fixtures, wall tiles, etc.
  - c. Removal of cobwebs and cleaning in back/hidden areas
  - d. Removal of weeds from edges of paths/roads, paved-laid area, corners, crevices in terraces, building walls etc.

## **19 PERFORMANCE EVALUATION:**

### **19.1 Records:**

- i. Necessary records of the services\work carried out shall be maintained and the contractor shall get the same countersigned by the Building-in-charge.
- ii. Contractor shall take performance certificate on monthly basis from the Building-in-Charge/authorized representative of concerned building and maintain the record for the same.
- iii. Registers for manpower attendance, consumables, chemicals brought to site and consumed shall be maintained on daily basis.

### **19.2 Prompt and Timely service:**

- i. Contractor shall maintain timely and satisfactory completion of the works covered under these specifications.
- ii. The department shall rate the quality / performance of Sanitation / housekeeping agency / tenderer and the tenderer / agency is obliged to perform to the entire satisfaction of the department
- iii. The contractor or his authorized Supervisor shall report the work done to the Building-in-Charge on daily basis and obtain signature of the building in charge as per the format approved by NFC on a regular basis.

### **19.3 Evaluation:**

- i. The performance evaluation of the services will be carried out by the Department regularly (daily, weekly, fortnightly or monthly basis at the discretion of the department).
- ii. Surprise checks would be taken up by appropriate authority and any short comings noted will attract suitable penalty.

#### **19.4 Indicative checks to be rated:**

- i. Cleanliness of walls and ceilings
- ii. Cleanliness of Toilets
- iii. Cleanliness of Window glasses
- iv. Cleanliness of furniture/sofa/curtains
- v. Cleanliness of Commodes/ Urinals
- vi. Cleanliness of doors/windows
- vii. Cleanliness of tabletops, and office equipments
- viii. Cleanliness of almirahs and racks
- ix. Cleanliness of partition doors, paneling etc.
- x. Cleanliness of Planters, posters, shields, photo frames etc.,
- xi. Cleanliness of corridors
- xii. Cleanliness of open spaces
- xiii. Any other activity/work identified and specified by the department from time to time as per-requirement

## **20 PAYMENT OF BILLS:**

### **20.1 Raising bills:**

- i. The payment shall be made on monthly basis for which the agency shall have to raise a bill. It is the obligation / responsibility of the agency to obtain attendance/duty certificates of its employees in time and to claim bill. Payment will be released after ascertaining satisfactory performance of contractual responsibility carried out in the previous calendar month, verification of proof of PF, ESI, payment of minimum wages to personnel deployed.
- ii. No advance payment claims or running bills will be entertained.

### **20.2 Certificates and Proofs:**

- i. Certificates with regard to payment made in accordance with the latest Minimum Rates of Wages as fixed from time to time as per the State Govt. The Contractor shall furnish photo copies of monthly Wages Payment Sheet duly signed by individual employees along-with bills and wage deposit receipts in bank accounts. Failure to comply with the statutory payments by the Contractor, will not entitle the contractor to receive any payment from NFC till such obligations are met by contractor.
- ii. Contractor should pay the labor wages in respective bank accounts of the labor. On submission of proof from bank and attendance sheet duly signed by the Building-In-Charge, the payment process will be initiated to contractor by Engineer-In-Charge. If the salaries/wages are not paid to the personnel within the stipulated time, the same will be paid by NFC and recovered from the contractor with appropriate penalty as deemed fit.
- iii. Contractor shall pay EPF & ESIC of contract workers to concerned Department. It will be reimbursed to him by NFC after satisfying that it has been actually and genuinely paid by the contractor.
- iv. The contractor shall compulsorily issue salary slip with all relevant details to every housekeeping personnel, supervisor and facility manager. A record of the same shall be maintained and submitted as per requirement of NFC for review.

### **20.3 Deductions:**

- i. Payment will be made after adjusting any cost borne by NFC due to any penalties, damages / unfavorable situations caused by the contractor or his employees.
- ii. Income tax and GST as applicable will be recovered as TDS from bills paid to the contractor.
- iii. Any other taxes /cess as per Government directives shall be deducted from each bill paid to the contractor from time to time.

## **21 NO LIABILITY OF NFC:**

### **21.1 NFC does not hold any liability in respect of but not limited to the following points:**

- i. Accommodation will not be provided by NFC
- ii. Cooking or lodging in office premises is not allowed
- iii. The persons engaged by the contractor or its agents, sub-contractors will not be on the employee rolls of NFC and they should not claim any status. Further, they shall not claim any parity of wages with NFC employees. They shall not claim for absorption in NFC as employees and they shall continue and remain as Contractor's employees only. Any claims, damages or counter claim of such employees shall be met or defended by Contractor at his cost and risk.
- iv. NFC will not be responsible for any accident, injury or death caused to the employees provided by the contractor at site which may arise during the course of their duty. NFC would not be responsible/ liable to pay damage or compensation to such persons. It will be the responsibility of the contractor to abide with the all the provisions of the Workmen Compensation Act, 1923 and no compensation, whatsoever shall be paid by NFC in this regard.
- v. The agency/Contractor should at all times indemnify and keep NFC indemnified against all claims which may be made under Workmen Compensation Act, any statutory modifications thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workman while in our premises or during course of their duty.

## **22 TERMINATION OF CONTRACT:**

### **22.1 NFC, without prejudice to any other remedy for breach of contract, by written notice of default sent to the agency, may terminate this Contract in whole or in part. Some of the circumstances that may lead to termination of contract are as follows:**

- i. If the agency fails to provide sufficient services within the period(s) specified in the Contract, or within any extension thereof granted
- ii. If the agency fails to perform any other obligation(s) under the Contract
- iii. In case the performance of the Agency is found unsatisfactory
- iv. In case of contravention by the agency of any of the terms & conditions contained herein and Schedules hereto
- v. At any time makes default in proceeding with the works with due negligence and continues to do so even after a notice in writing from NFC
- vi. If the contractor / agency fails in performance evaluation of the services rendered

- vii. If the contractor fails to start the work within stipulated time as per LOI/Work Order or as intimated, NFC at its sole discretion will have the right to cancel the contract.
- viii. Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 15 days after a notice in writing is given to him in that behalf by NFC
- ix. If the contractor assigns, transfers, sub-lets the contract without NFC's written permission
- x. In case of receipt of any adverse charter and antecedent remarks/ notification against the Contractor / Company/ firm / proprietor and / or his contract personnel, consequent to the security vetting, NFC reserves absolute right to terminate the contract forthwith without assigning reason/ show cause notice. Under the circumstance the Contractor will have no right to claim good any losses/liability that may be incurred as consequence to the above action initiated by NFC, Hyderabad
- xi. On such cancellation, NFC shall have powers to carry out/execute the work through other agencies by any means at the risk and cost of the contracting agency
- xii. NFC may terminate the contract without assigning any reason, by giving to the tenderer one month notice of its intention to do so and on the expiry of the said period of notice, the contract/agreement shall come to an end
- xiii. In case the agency wants to terminate the tender/contract/agreement, it shall have to give three months notice in advance to this effect
- xiv. Failure of the successful Agency to comply with the requirement of executing Contract and submitting PERFORMANCE & SECURITY DEPOSITS shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event, NFC may make the award to the next lowest evaluated agency or call for new bids.

## **23 SPECIAL CONDITIONS OF CONTRACT:**

### **23.1 The following additional conditions are to be noted for compliance:**

- i. While execution of job/any activities, if there is any deficiency in safety/lack of safety or inadequate supervision is found, contractor is liable to be penalized as per discretion of Engineer-in-charge. Accident if any, will attract heavy penalty.
- ii. In case of incomplete sweeping/cleaning of the areas as per the directions given by the Building-In-Charge due to absence of workers or their non performance, the Engineer-in-Charge has the power to impose necessary deductions in running account bills proportionate to the volume of work not performed / completed / minimum number of persons not engaged.
- iii. No space belonging to NFC shall be occupied by the contractor without written permission of NFC.
- iv. All supporting documents need to be enclosed.
- v. Any submission in tender shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof.
- vi. Tenderers are advised to understand the magnitude of the job involved before submitting their bids.
- vii. Tender document is not transferable.



- viii. All the required information shall be furnished strictly in prescribed schedules/forms/annexure only.
- ix. As per the security procedure in force in NFC, Kota Project, the successful bidder shall be vetted by the Security Section of NFC before award of the work.
- x. Security regulations shall be followed
- xi. No modifications in the offer shall be allowed after opening Part -I
- xii. The contracting agency shall not transfer the contract to any other person in any manner. The agency shall not be permitted to sub-contract part or complete work to any other person/firm/agency without written permission from NFC.
- xiii. Successful tenderer should indemnify NFC against any claim by any authority. In the event NFC has to pay any individual, statutory body or any agency for reasons directly or indirectly attributable to this contract, the contractor only should pay such claim/damages and even if NFC is called upon to pay such damages / penalties, the Contractor will reimburse the same. This is subject to the condition that NFC complies with various requirements in respect of the laws applicable to it. Any payment to be made by NFC to any statutory authority due to non-adherence of the stipulated norms should be borne by the agency.
- xiv. The payment of minimum wages as notified by the State/Central Government and implementation of all regulations under contract Labour (Regulations and Abolitions) Act 1970 (Central) and Central Rules 1971 and the rules and orders issued there under from time to time as amended upto date. The minimum wages for the labor are increased twice in a year i.e., FIRST APRIL & FIRST OCTOBER respectively and payment shall be made accordingly to the labor by contractor. Contractor invariably has to pay to the labor the applicable wages as per the declaration of the wage revision by the RLC
- xv. Necessary books of account, labour records, log book, wage registers, attendance registers, ESI and PF Registers and other document for the purpose of ensuring compliance to all applicable laws and acts as may be necessary shall be maintained and shall allow inspection of the same by a duly authorized representative of Government and further such other information/document shall be made available to the Engineer-in-charge as may be required.
- xvi. That the successful tenderer shall, take immediate steps to get a license under Contract Labour (R&A) Act, 1970 and Hyderabad Works Contract Act of Government of NCT of Telangana State.
- xvii. List of PPE proposed to be brought to site for use at site shall be submitted after award of work and all the PPE shall be brought to site before start of work.
- xviii. Record of safety compliance to be maintained.
- xix. Following all the safety and security rules and regulations as required by the Department without exception. Contactor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precaution in each and every activity etc. as may be required for safe and satisfactory execution of contract.
- xx. The contractor shall take all precautions to avoid accidents by exhibiting caution boards, red flags, red lights and providing necessary barriers and all other measures required from time to time.
- xxi. Each manpower shall be deployed for not more than one duty per day. Accordingly, NFC shall not be liable to pay overtime.

- xxii. Following the procedure envisaged in Special instructions to the contractors for entry and exit of men and materials or as per latest criteria envisaged by security Personnel.
- xxiii. Contractor shall go through NFC safety, quality and environmental policies and other conditions and shall follow and plan the works to meet the policies of NFC like ISO 9001, ISO 14001 & 18001.
- xxiv. The work place is in a restricted area and the contractor and his staff should follow security regulations in force as amended from time to time.
- xxv. In addition to the activities listed, any activity not listed but required to be done for satisfactory execution of the given work is to be carried out with out any extra cost.
- xxvi. The contractor has to pay the following payments to the labor: a) Applicable minimum wage as declared by Regional Labor Commissioner twice in a year. b) If labor deployed by the contractor are less than 10 in numbers, the contractor shall open Bank Account and should submit the copy of the Bank Account of the labor for verification. c) If labor deployed by the contractor are more than 10 but less than 20, the labor shall be Insured with ESIC , in addition to the point (a) and (b). d) If the labor deployed by the contractor are more than 20, the labor shall be given benefit of EPF, in addition to the points (a), (b) & (c).
- xxvii. NFC reserves the right to accept the whole or only part of the offer and the tenderer shall be bound to perform the same at the rates quoted.
- xxviii. NFC reserves the right to split the job into two or more parts and to award the work to separate agencies/bidders subject to the work experience and fulfillment of other terms & conditions.
- xxix. For any reason whatsoever, NFC may at its sole discretion extend the last date and time of submission of the bid. NFC is under no obligation to extend the last date and time of submission of bid at the request of bidder(s).
- xxx. The bidder whose bid is accepted will be required to furnish either copy of applicable licenses/registration or proof of applying for obtaining labour licenses.
- xxxi. In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of NFC.
- xxxii. The contractor shall be responsible to arrange at his own cost all necessary tools, machinery, materials etc., required for execution of the work.
- xxxiii. The contractor shall be responsible for the watch and ward of the material provided by him against pilferage, loss and breakage.
- xxxiv. Department shall not be responsible for any loss of material used by the contractor at site.
- xxxv. The contractor is to execute the housekeeping work for all floor, heights & levels for which nothing extra shall be paid over & above the quoted rates for different items as per schedule of quantities.
- xxxvi. If for any reasons, any area in whole or part of work is not available for work, the agreed execution schedule shall be suitably modified. However, under no circumstances the contractor shall be entitled to any claim of financial damages, whatsoever, on this ground & he shall re-organize his resources to suit the revised schedule within the stipulated time of completion.
- xxxvii. It is the sole responsibility of the contractor to insure his materials, equipments, workmen etc., adequately and appropriately, so as to meet any obligation in any eventuality.

## **24 COMPLIANCE TO STATUTORY REGULATIONS AND ACTS:**

**24.1 The following statutory regulations / Acts should be strictly adhered to during the period of contract. The agency shall be solely responsible for any failure to fulfill the statutory obligations mentioned below and all other necessary statutory requirements:**

- i. The Contract Labour (Abolition & Regulations) Act, 1970 and (Central) Rules, 1971 / Industrial Disputes Act, 1947 and (Central) Rules 1957
- ii. Payment of Wages Act
- iii. Employees Provident Funds and Miscellaneous Provisions Act, 1952 (EPF)
- iv. Employees State Insurance Act, 1948
- v. Minimum Wages Act as per Central Govt. guidelines
- vi. Payment of Gratuity, Workmen Compensation Act, Bonus Act etc.

## **25 ARBITRATION:**

**25.1** All disputes and differences of any kind whatsoever arising out of or in connection with the tender / contract / agreement / work order shall be within jurisdiction of courts in Hyderabad or shall be referred to arbitration under Hyderabad Jurisdiction. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and the decision of the arbitrator(s) shall be final. Such arbitration has to be governed by the provisions of Indian Arbitration Act. According to Article 119, Limitation Act, 1963, (as amended from time to time) the period of limitation for an application to set aside an award under the Arbitration Act, 1940 (as amended from time to time), begins to run from the 'date of service of the notice of the filing of the award'.