

Government of India Bhabha Atomic Research Centre Astrophysical Sciences Division MACE, Leh-Hanle, U/t.Ladakh 194404

NOTICE INVITING TENDER

Tender Notice No.:-ApSD/MACE/38.64(M)/2022/003

Dated: - 13/09/2022

SEALED TENDERS in two parts (**Part A Technical Bid and Part B Financial Bid**) are invited on behalf of President of India for the following work from the reputed contractors having adequate experience and capability to execute similar works and who have similar experience in different units of DAE, NPC India Ltd., or public sector undertakings, state government etc. on contract basis for a period of two (02) years extendable by one (01) year (preferably having office in Ladakh)

Description	:	Housekeeping & cosmetic maintenance at MACE site, ApSD, BARC Hanle, Leh Ladakh (UT)-194404
Period of job completion	:	24 months - Twenty-Four months from the date of issue of work order.
Sale of Tender		From 15.09.2022 to 30.09.2022 between 10.00 hrs.
	*	to 16.00 hrs. (Monday to Friday)
Due date & time for submission of Tender	:	06.10.2022 up to 1700hrs
Date & time of opening of Part A (Technical Bid)	:	07.10.2022 at 1500hrs
Date & Time of opening of Part B (Financial Bid)	:	Will be intimated later
Estimated Cost	:	Rs. 24,00,000 (Twenty-Four Lakhs only) (rates inclusive of GST, EPF, ESIC)
Cost of Tender Document	ž	Free
Validity of Tender	*	120 days
Earnest money deposit	:	48,000/-
Security Deposit	:	2.5% of the tendered value (for successful bidder)

Tender documents along with terms and conditions, Schedule of Work (Annexure-I(a), I(b)), Technical Bid (Annexure-II), Financial Bid (Annexure-III) and Bid Security Declaration (Annexure-IV) for award of contract will be available with Officer In charge (OIC), ApSD/BARC Hanle/Leh Ladakh on the above dates and are to be collected in person or can be emailed on registered mail provided on enquiry letter. Tender documents can also be downloaded from BARC website www.barc.gov.in/tenders. The tenderer may contact on telephone no. 9419177603 for any enquiry related to tender.

Duly filled Tenders {Technical Bid Annexure-II and Financial Bid Annexure-III (in separate sealed cover)} may be submitted by speed post or in person in a sealed cover envelope super scribing as {"Tender No "ApSD/MACE/38.64(M)/2022/003 dt. 13/09/2022 Tender for "Housekeeping & cosmetic maintenance at MACE site, ApSD, BARC Hanle, Leh Ladakh (UT)-194404"}, addressed to OIC, MACE, BARC, Raman Science center, IAO, Skara Yokma Leh 194101 on or before 06.10.2022 upto 1700 hrs along with following documents: -

- Experience certificate of similar work in any Central/State/Undertaking/University or private institutions for two years along with value of the work may kindly be indicated.
- 2. Attested copies of ITR of last two (2) years.
- 3. Attested copies of Registration certificates of GST, EPF and ESIC
- CA's turnover certificate and a certificate indicating that the firm has not suffered loss for 2 years during last five (5) years.

Financial Bid (Annexure III) should be sealed in separate cover super scribing Financial Bid for "Tender No "ApSD/MACE/38.64(M)/2022/ dt.13.09.2022" Tender for "Housekeeping & cosmetic maintenance at MACE site, ApSD, BARC Hanle, Leh Ladakh (UT)-194404" and submitted with the technical bid (sealing all the documents in a large cover).

Technical Bids will be opened on **07/10/2022 at 1500hrs**. Financial bids of only those bidders who qualify technical bids will be opened later.

The undersigned reserves the right to accept/reject any or all the quotations received, without assigning any reason whatsoever.

(Thubstan Rinchen)

12/9/22

Officer In-charge (OIC), MACE

For and on behalf of President of India

Officer In-charge! प्रभारी अधिकारी. MACE Project, Leh-Hanh/MACE प्रोजेक्ट लेड-हानले Astrophysical Sciences Division/ ख.भी.वि.प्र.. Bhabha Atomic Research Centre! भा.प.आ.के.. Leh-Ladakh, J&K! लेड-हाटास्य १६.К. 194101

Terms & Conditions:

- The contractor is required to carry out the job as detailed in Annexure-I attached herewith at MACE, Astrophysical Sciences Division/BARC Hanle, Ladakh (UT) 194104 (hereinafter referred to as MACE/ApSD Hanle).
- 2. This Office will follow the norms of minimum wages fixed from time to time by the Ministry of Labour, Govt. of India. If the Ministry revises the minimum wages, even during the period of contract, rates to be paid by this Office will also be automatically revised, if it falls below the revised limits. The contractor/ agency has to specify the proposed daily wages for each staff, as well as the prescribed percentage of EPF, ESI, Service charges and GST on each person's payment to be charged from this Office. Rates quoted should not be below what is prescribed as per Minimum Wages Act and related instructions/orders/circulars. Quotation with less than Minimum Wages declared by the Chief Labour Commissioner, New Delhi will be summarily rejected.
- 3. The contractor is required to carry out the job as detailed in Annexure-I attached herewith by deputing Six (06) persons on daily basis (excluding Sundays). The workers shall fall under unskilled category. The contractor shall deploy 06 numbers of experienced staff for Housekeeping of MACE telescope premises and assistance in telescope observation at nights. Note: The 6 nos. manpower (preferably locals from nearby areas) provided by bidder should be available during operation of MACE telescope (duty not more than 8 hours' per day). MACE telescope site, Hanle is 260 Kms. (altitude of 4200 meters above sea level) from Leh city and it takes almost a day to travel from Leh to Hanle village and back. The climate is very harsh during winters and is almost inaccessible during winter season. MACE telescope premises is spanned roughly over 2000 Sq.mts with facilities like MACE telescope, control room building, solar panels and battery bank room, DG set room, staffroom, quest house, laser room, store/workshop room etc. The site is operational 24 hours as staff stationed there remains at the site for a number of days and at a given time four officials are available at site. Deployment of manpower will be flexible and could be changed depending upon the work requirement and whether conditions. The extra work done by the labourer's will be duly compensated with extra payment as per norms.
- 4. The workers employed by the contracting agency shall be directly under the supervision and control of the contractor and they shall have no direct connection whatsoever with BARC. BARC shall have no obligation to control, supervise such workers or take any action against them, except as permissible under the law. Such workers shall also not have any claim against BARC for employment or regularization of their services by the virtue of being employed by the contracting agency.
- 5. The Bidder should have office/ Branch in Hanle/Leh Ladakh (UT).
- The OIC, MACE or his authorized nominee will be the coordinator for day to day working arrangements and to take decisions, if any, in execution of this agreement and his decision will be binding on the contractor.

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- 7. The contractor and the personnel engaged by him, have to maintain decency and behave politely with the staff and visiting officials of ApSD. The workers provided by the contractor shall be bound to observe all instructions issued by this Office concerning general discipline and behavior. Consumption of liquor, smoking, chewing tobacco, etc. within MACE site is strictly prohibited. All SOPs during the pandemic have to be followed in letter and spirit.
- 8. The contractor shall obtain necessary Police Verification Certificate (PVC), security passes for his staff and shall strictly follow all the security guidelines of the department.
- 9. Interested contractor/agency are, therefore, requested to quote their bids accordingly. They must also fulfil the following conditions:

Contractor/ Agency must be registered under the labour laws; Contractor/ Agency must be registered with EPF Commissioner

- 10. The contractor shall pay the wages to the labourers through Digital mode as prescribed by government of India from time to time (proof of the wages paid should be submitted by the contractor to the department along with the bill) and wages certificate may be attached to the monthly bill (duly signed by the department representative). The contractor is expected to pay the outsourced staff by the 5th of every month, and a copy of the payment details will have to be furnished to this office along with the bill preferred to office every month for payment. Failure to stick to the payment date of 5th of every month will attract a penalty which will be determined by this office which may range from 1% to 2% of the bill amount. The same will be deducted from the payment to be made to the agency, at the discretion of this office. The decision taken by this office in this regard shall be final and binding on the contractor/agency. In the event of the bidder committing a default or breach of any of the provisions of the relevant acts as amended from time to time or furnishing any information or submitting or filling any settlement under the provisions of the relevant acts which is materially incorrect, they shall without prejudice to any other liability pay to the observatory a sum not exceeding the amount of the resultant loss and a fine of Rs. 1,000/- in each case of default. The bidder shall be solely responsible for ensuring compliance with all statutory obligations as may be applicable under the provisions of various labour laws and other acts.
- 11. Salary Slips, clearly indicating wages due for the month, contributions made for EPF, ESI, etc. will have to be given every month to the workers and a copy of the same will have to be furnished to the office under the stamp and signature of the contractor, while preferring the monthly claim from the office.
- 12. Staff provided by the contractor/agency should have valid ESIC Cards, EPF Accounts and all other statutory requirements. In case any such person is provided who do not have the same at the outset, the Contractor/agency shall ensure that the same is made ready within one month form the date of issue of work order. Copies of all such cards, account details, etc. of all staff will have to be furnished to this office in advance, under the agency/contractor's stamp and signature.

- 13. The contractor shall be responsible for conduct and behavior of the personnel deployed by him at the premises. Any loss or damage of the BARC's movable and immovable property due to the conduct of the contractor's staff shall be replaced by the contractor. The value of the loss will be decided by the BARC based on the accounting principle/market value. The decision of the BARC in this regard will be final and binding on the contractor. If it is found that conduct or efficiency of any person employed by the contractor is unsatisfactory, the contractor shall have to remove the concerned person and provide suitable substitute. The decision of OIC, MACE in this regard shall be final and binding on the contractor.
- No accommodation or departmental transport will be provided by BARC to the contractor or to his personnel engaged by him at MACE Site, Hanle Ladakh.
- 15. ApSD, BARC has no liability for any disability/accident that may occur to the contractor or to his supervisors/agents/personnel during the execution of contract either within the premises of MACE or at any other place.
- 16. The contract can be terminated on any of the following contingencies
 - (a) On expiry of the contract period.
 - (b) Any loss suffered by the ApSD due to the negligence/dishonesty of the contractor or his personnel.
 - (c) For breach of any of the terms and conditions of the contract by the contractor.
 - (d) On assigning the contract or any part thereof or any benefit or interest therein or there under by the contractor to any third person for subletting whole or part of the contract to any third person.
 - (e) Violation of any labour laws.
 - (f) On contractor being declared insolvent by a competent court of law.
 - (g) Any time during the tenure of contract by giving one month's written notice to the contractor in case of the services provided are found unsatisfactory.
- 17. It shall be the duty of the contractor to remove all the personnel deployed by him on expiry/termination of the contract and ensure that no person creates any disruption, hindrance or problem of any nature to BARC.
- 18. The work shall have to be carried out as per tender schedule. However, in case of exigency of departmental work the worker may be asked to work on Sundays or on Night shifts and in lieu of weekly off and off on some other day will be compensated/adjusted.
- 19. The contractor shall ensure that the persons engaged by him use proper safety gear and proper uniform while carrying out the work. Surprise inspection shall be carried out by the OIC or his authorized representative to ensure that the persons deputed by the contractor use proper safety gear and proper uniform while carrying out the work. They should also provide identity card to identify their staff by security and other departmental personnel.

- 20. All disputes arising from this contract in respect of contractor or his personnel deployed at MACE, in any other matter is responsibility of the contractor only. ApSD will be free from all encumbrances either from the contractor or from any other sources.
- 21. Submission of Bill: The payment to the contractor will be made by Assistant Accounts Officer (GSS) through core banking/RTGS. The contractor is required to obtain a satisfactory job completion certificate from the OIC, ApSD on monthly basis. Payment would be made every month on submission of bills in duplicate along with wage certificate, attendance records, the monthly satisfactory job completion certificate and proof of payment of wages to the labourers (through digital mode). Payment shall be made after one month from the date of submission of the bill by the contractor.
- 22. Income tax @ 2% on running bills (i.e Government prevalent rate) & Surcharge, Health and Education Cess @2% on Income Tax etc. as applicable and TDS on GST @2% will be deducted from the payments made to you. GST as applicable as per the extent order on the subject on the above work shall be paid by the contractor to the concerned department.
- 23. Performance Security Deposit/Performance Bank Guarantee (@ 3% of the work order value) of Rs. 72,000/- shall be submitted within 7 days from the date of issue of work order in the form of FDR/CDE/DD etc. pledged to Accounts Officer, BARC, Mumbai. The amount shall be refunded on the expiry of the term of the contract. The Earnest Money Deposit (EMD) submitted by along with tender shall be returned to you after receipt of PSD. In addition, Security Deposit (S.D.) will be deducted @ 2.5% of the tendered value from monthly bill till 2.5% of work order value is deducted. Necessary TDS certificate will be issued to the contractor on his demand as proof of tax deducted at source.
- 24. The contractor shall comply with all the provisions of the Minimum Wages Act, 1948. Contract Labour (Regulation and Abolition Act, 1970 and the rules framed there under) and other labour laws affecting labour that may be brought into force/ amended from time to time. The contractor shall pay EPF @13% & ESIC @3.25% of contract workers to concerned Department and it shall be reimbursed to him by the Department after satisfying that it has been actually and genuinely paid by the contractor.
- 25. The contractor is required to give minimum 30 days' notice in advance to the OIC, ApSD in case they intend to discontinue the services provided by them under this contract.
- 26. In the event of any question, dispute/difference arising under this agreement or in connection herewith (except as to matters, the decision of which is specifically provided under this agreement) the same shall be referred to the sole Arbitration of Director, BARC, Mumbai. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for reason whatsoever, the Director, BARC, Mumbai in that capacity, shall appoint another person to act as arbitrator in place of the outgoing arbitrator in accordance with the terms of this agreement and the persons so

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appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The arbitrator from time to time, with the consent of all the parties, enlarge the time for making (and publishing) the award. The Arbitrator may give interim award(s)/or deductions as may be required. Subject to the aforesaid provisions, the Arbitration Act, 1940 and the Rules made here under any modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

27. The validity of the Contract will be for a period of two years from the date of issue of the work order (extendable by one year) and it will automatically expire in case the same is not renewed for further period.

28. CONFIDENTIALITY:

No party shall disclose any information to any third party concerning the matters under this contract generally. In particular, any information identified as "Proprietary" in nature by disclosing party shall be kept strictly confidential by the receiving party and shall not be disclosed to any third party without the prior written consent of the original disclosing party.

"RESTRICTED INFORMATION" CATEGORIES UNDER SECTION 18 OF THE ATOMIC ENERGY ACT, 1962 AND "OFFICIAL SECRETS" UNDER SECTION 5 OF THE OFFICIAL SECRETS ACT, 1923:

- 29. Any contravention of the above-mentioned provisions by any contractor, subcontractor, consultant, advisor or the employees of a contractor will invite penal consequences under the aforesaid legislation.
- 30. PROHIBITION AGAINST USE OF BARC'S NAME WITHOUT PERMISSION FOR PUBLICITY PURPOSES:

The contractor or the employees engaged by the contractor shall not use BARC's name for any publicity purpose through any public media like Press, Radio, T.V. or Internet without the prior written approval of BARC.

- 31. Proportionate amount will be deducted from the contractor's bill for non-servicing period.
- 32. The undersigned reserves the right to terminate the contract at any time without assigning any reason whatsoever.

Annexure - I (Schedule of work)

Ref No: BARC/ApSD/M/38.64/2022/003

Date: - 13/09/2022.

Name of Work: Cosmetic maintenance at MACE site, ApSD, BARC Hanle, Leh Ladakh to be carried out by the Contractor.

Special Instructions to the Contractor

The tenderer is requested to visit the site to acquaint him with the site conditions, working conditions, approaches, availability of materials and other facilities for his labour force before submitting the tender.

Scope of Work

1. The entire premises of MACE telescope facilities including the Control station building, Staff Rest rooms, Battery Bank building, DG rooms, Control Cabins on telescope, Store Shed building, Seismic station building approach road to MACE telescope, Cherry picker path, solar panel area as well as the open space in vicinity of MACE telescope shall be covered under the scope of work. The site of MACE ApSD BARC Hanle is 260Km from Leh City and details of area wise

SI.No.	Premises	Area of premises
1	MACE Telescope Surroundings—Open area	1734 Sqm
2.	Control station Building	399 Sqm
3.	Battery Bank Building	198 Sqm
4.	DG set Room	55 Sqm
5.	Parking Area	135 Sqm
6.	Staff Rest Room	187 sqm
7.	Water Tank Area	24 Sqm
8.	Seismic Pit Room	10 Sqm
9.	Store Shed Building/Workshop	500 Sqm
10.	Laser Room	25 Sqm

Sweeping/mopping/dusting/vacuum cleaning of common areas, office-rooms, toilets, lobbies, staircases, window panes, office furniture/equipment, terrace, ground floor, entrance and exit areas, drive ways, parking areas and any other place within the premises as directed by the competent authorities from time to time including removal of waste material shall be done by the persons deployed by the agency. Indicative list of items to be cleaned is as under:

S. No.	Particulars
1.	All Furniture
2.	All Work stations
3.	All Electronics Items
4.	Office space
5	Toilets
6.	Corridors
7.	Toilets
8.	Cherry Picker Pathways
9.	Parking areas
10	All building spaces
11	Solar Panels (1432 Nos)

Note: The above include all computer peripherals, electronic equipments and storage items. The agency is advised to visit the site of the work & familiarise themselves fully by obtaining requisite clarifications (if any) from the Officer In-Charge at Hanle so that there is no confusion about the scope of work to be carried out.

3 The	details of the cleaning work to be carried out in the pren	nises include the following:
SI.No.	Item of Work	Frequency

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	Cleaning of all toilets (4 numbers in total) and	Once a day/As directed.
1.	passage outside the toilets including sweeping/moping/wet-cleaning of floors, clearing and cleaning of litter bins, spittoons, cleaning of mirrors etc.	
2.	Cleaning (sweeping/ mopping) of entire floor area of control station and Staff rest House.	Thrice a week /As directed.
3.	Cleaning (sweeping/ mopping/ dusting scrubbing) of all the furniture like Tables, Chairs, Visitor's Chairs, Sofas, Almaries etc and all the electronic gadgets like computers, telephones, printers, Servers racks etc in control station room and control cabins of telescope.	Once a day/As directed.
4.	Changing of bed sheets, pillow cover and towel of Staff Rest house every week / or as per the requirement. Washing of used Linens on regular basis.	Once a week/ As directed.
5.	Cleaning (sweeping/ mopping/ scrubbing) of all staircases.	
6.	Cleaning of windowpanes, doors etc. in the office building.	Thrice a week /As directed
7.	General Cleaning of Office Building, Pathways, Drains, Sewer Lines and Manholes, Shafts, and other drains, catch basins, gully traps, sluice valve and wheel valve chambers etc., to keep them in proper hygienic condition.	Thrice a week /As directed
8.	Collection of all garbage from the work stations, office building, Staff rest House, Telescope vicinity, drains and sewer lines etc. and disposal of all rubbish/waste material at a distant place away from the premises in the approved municipal dump.	Thrice a week /As directed
9.	Clearing of water/snow from Track top after rainfall/ Snowfall. Breaking of Ice from Track and Bull gear as and when needed.	As directed
10.	Sweeping of Snow from pathways and building roof as and when required	As directed
11.	Cleaning of Track top surface with cleaning agent for removing rusts if any.	Twice a month / As directed
12.	Cleaning of garbage / trash from the telescope surroundings and disposal of waste as directed by competent authority.	Once a Month.
13.	Cleaning of storm water drainage line (on in eat site and one in west side)	
14.	Providing snacks and tea during night observation at control station room. Washing utensil, crockery and maintaining proper hygiene of pantry room.	Every Night (tentatively 20 days a month)
15.	Clearing of water from inside of ring beam area of telescope in case of large water clogging due to rain.	
16.	Providing assistance during operation of telescope at night – Removing / putting of cover from camera Lid, opening /closing of latches and surveillance of Telescope movement during night observation on a periodic basis.	
17.	Arranging water for Drinking and Wash room use during winter when water pipe line freezes.	Every day during winter.

18.	Cleaning of Dust and snow from Solar Panel top.	As directed.
PART E		
1	Deep cleaning of office work space, including niches, nooks and corners, removal of cobwebs, etc.	Monthly/ As directed
2	Glass cleaning internally and externally including facade glass, glass doors and window panes.	Once in 3 months/ As directed

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PART A-Technical Bid

Ref No: Ref No: BARC/ApSD/38.64/2022/003 13/09/2022

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S. NO.	Details of the Firm/Agency	
1.	Name of the Firm/Service Provider	
2.	Address of the Firm/Service Provider	
3.	Registration Details	
4.	Labour License Certificate Number	
5.	PAN number of the agency:	
	Details of Previous Two ITRs	
6.	GST Registration Number of the agency:	
7.	Experience Details along with document pro	
8	Whether declaration regarding Bid Security submitted along with the Technical Bid. (Annexure IV)	
Declaration	on by the Bidder	
	certify that I/We before signing this tender has contained herein and undertake myself/ourse	
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	Signature of the C	Contractor:
	(With Stamp)	
	Name of the Contr	actor:
	Address:	
Date:	Telephone No:	1 4
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PART B-Financial Bid

Ref No: Ref No: BARC/ApSD/38.64/2022/003

13/09/2022

Quoted rate per person per month (for 26 days) S. NO Particulars Amount *Minimum Wages (Basic +VDA) as on 1 31.03.2022 2. EPF (.....%) emp. Contribution 3 ESI (.....%) Employer Contribution 4. Total A (Sum of 1 to 3) 5. Contractor Service charge (B) 6 Total (A+B)=C 7. GST(.....%)=D 8. Grand Total (C+D) In figures ₹ (per person month) In words

	Signature of the Contractor:	
	(With Stamp)	
	Name of the Contractor:	
	Address:	
Date:	Telephone No:	