

Ministry of Home Affairs
Government of India

Sealed tenders are invited from the reputed firms having at least 05 years experience in the field of mechanized cleanliness/conservancy services in Ministries/Departments of Central Government, State Govt., PSUs etc. Mechanised Cleaning/conservancy service are required for an office area of approximate 11,00,000 sq. ft. including corridors, rooms, verandah, stair, toilets and open areas, road, footpath etc.

The Tender form along with the details of areas, specifications of cleaning, instructions, terms and conditions etc. may be obtained after submitting a written requisition of the same on company's letter pad from the reception counter of our office complex at 35 S.P.Marg New Delhi between 02.30 pm to 05.30 p.m. on all working days from the date of publication of this tender notice on payment of Rs.1000/- (non-refundable) in the form of Demand Draft drawn in a Nationalised Bank in favour of DDO(M), IB(MHA) and payable at New Delhi. Alternatively, the tender document can be downloaded from MHA website www.mha.nic.in. However, in this case, bid should be accompanied with a DD of Rs.1000/- (non-refundable) drawn on a Nationalised Bank in favour of DDO(M), IB(MHA) payable at New Delhi. The tender forms duly filled-in along with the bankers cheque for the requisite amount and all supporting documents are to be submitted by **07.06.2010** before 12.30 p.m. Forms submitted after **07.06.2010** (12.30 p.m.) or without proper documents / bankers cheque will not be considered under any circumstances. The tenders received by due date i.e. **07.06.2010** by 12.30 p.m. will be opened on same day (**07.06.2010**) at 04.00 p.m. at IB Community center behind State Bank of India, Manas Marg, New Delhi.

Assistant Director

No.1/CII/2010(Trg.Hostel-HK)-1-1622
Intelligence Bureau
(Ministry of Home Affairs)
Govt. of India

New Delhi, the 27.07.2010

TENDER NOTICE

Assistant Director, IB invites sealed tender for **deployment of manpower(20 Nos. (supervisor-2, workers-18) and modern cleaning machines for undertaking mechanized House-keeping including laundry services in IB Training School Hostel at 35, S.P. Marg, , New Delhi.**

2. The tender document can be obtained from the office reception at 35, SARDAR PATEL MARG on payment of Rs. 1000/- (non-refundable) in the form of Demand Draft drawn in a Nationalised Bank in favour of DDO(M), IB(MHA) and payable at New Delhi.

3. Alternatively, the tender document can be downloaded from MHA website www.mha.nic.in. However, in this case, bid should be accompanied with a DD of Rs.1000/- (non-refundable) drawn on a Nationalised Bank in favour of DDO(M), IB(MHA) payable at New Delhi.

4. Sealed quotations, duly superscribed “**quotation for deployment of manpower for mechanized housekeeping including laundry services**” and addressed to the undersigned be deposited in Tender Box kept at the office reception at **35, SARDAR PATEL MARG, NEW DELHI, NOT LATER THAN 12.30 P.M. ON _____**. The quotation can also be sent by post so as to reach the undersigned by due date and time. Quotations received after due date/time shall not be entertained. The quotations will be opened on same date at 4.00 P.M. at IB Community Centre behind State Bank of India, Manas Marg, New Delhi, in presence of Tenderers or their representatives who may like to be present.

Assistant Director/C-II

New Delhi, the 27.07.2010

Detailed information/terms and conditions for deployment of manpower (20 Nos. supervisor-2, workers-18) and modern cleaning machines for undertaking mechanized House-keeping including laundering services in IB Training School Hostel at 35, S.P. Marg, , New Delhi.

The Assistant Director, Intelligence Bureau (MHA) invites sealed tenders from reputed firms dealing with Ministries and Govt. Departments for mechanized cleaning of rooms, toilets, corridors and other common/open areas like roads, parking areas and terraces etc. Schedule of area is indicated at Annexure-I. Besides laundering services are also to be provided as per scales indicated in Annexure-II

2. The tenders will be in two parts ie “Technical Bid” and “Financial Bid” sealed in separate envelopes and superscribed as such. Financial Bid of the qualified tenderers conforming to technical specifications of tender documents and other eligible criteria will only be opened.

3. The “Technical bids” prepared by the bidder shall comprise the following documents:-

- a) The Demand Draft of Rs.50,000/- (Rupees fifty thousand only) valid for 90 days as earnest money drawn in favour of The DDO(M), I.B., is required to be submitted along-with the tender. This amount would be refunded to unsuccessful bidders immediately after completion of tender evaluation process. In the case of successful bidder, the amount will be kept as earnest money till the satisfactory completion of the contract. The successful contractor should also have to deposit a sum of **Rs. 1,00,000/- (Rupees one lakh only)** separately as Performance Security Deposit in the form of Bank Guarantee (Annexure) issued by Scheduled Bank in favour of the DDO(M), IB, valid for a period of one year from the date of tender opening and further extendable if needed. The Performance security deposit would be refunded after successful completion of the contract. In case of breach of terms and condition, the performance security deposit will be forfeited.
- b) Attested photocopies of Work Contract Cell Registration Certificate, VAT certificate, Service Tax Registration Certificate of Valid Tax clearance, Certificate issued by the Work Contract Cell of the Sales Tax Department, valid registration with Labour Department of Government of Delhi under contract Labour

(Regulation and Abolition) Act, 1970; proof of turnover and work experience in government/PSU.

- c) The Tenderer shall have to produce documentary proof i.e. Ration Card/Telephone bills/Electricity Bills/Income Tax Certificate, if he is an assessee under IT Department in support of his/her/their identity.
- d) Attested copies of the Registration Number of firm, Provident Fund Account Number allotted by Provident fund commissioner, ESI number, PAN allotted by Income Tax, Income Tax clearance certificate.
- e) Satisfactory performance certificate issued by the Central/State Government Guest House/Hostels, PSUGuest Houses, government Hostel during the last three financial years for mechanized housekeeping and laundering services.
- f) Documentary proof of annual turnover of Rs. 20 lakh or more during last three years.
- g) Successful execution at least 2 works of similar nature of not less than Rs. 20 lakh for a year.
- h) Valid license from the competent authority for carrying out the services and ISO 9001:2000 certification as providers of office services and **automated/mechanized housekeeping services which should be minimum 3 years old as on 30th June, 2010.**
- i) The bidder should not be/have been blacklisted by any Government/Department/PSU.
- j) Should possess good quality branded machines used in the housekeeping work as in Annexure-II, of book value not less than Rs. 10 lakh.
- k) Should provide cleaning/washing materials for housekeeping work as given in Annexure-II for cleaning purpose.
- l) Should produce a solvency certificate from any scheduled bank for an amount not less than Rs. 20 lakh
- m) No Joint Venture/Consortium is allowed to participate in the tender process.

4. In the “Financial Bids” the tenderer shall produce/quote the cost or charges of the work to be undertaken. There shall be projection of cost/charges on account of number of persons to be employed and any such matter which the tenderer considers appropriate to include. The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. Service tax will be reimbursed on production of receipt from the concerned authority in token of depositing the same.

5. The tenderer will quote Net Monthly Rates (including all types of admissible taxes as on date) for the work including mechanized machines and **cleaning materials/chemicals** mentioned in Annexure-I & II.

6. The contractors are advised to go through the terms and condition carefully and schedule of area and scope of work. The contractors should quote the rates in figures as well as in words for undertaking the mechanized House Keeping work under reference.

7. Details of terms/conditions and services to be provided are enclosed (Annexure-III).

8. In case the above terms and conditions are acceptable, the tender should be submitted in sealed cover super scribed as “THE TENDER FOR MECHANISED CLEANING/HOUSE-KEEPING SERVICES IN IB TRAINING SCHOOL HOSTEL, 35, SARDAR PATEL MARG, NEW DELHI”, addressed to the undersigned by name and designation and dropped in the tender box placed at the Reception of the office, at No.35, Sardar Patel Marg, New Delhi on or before 27.08.2010 (**on working days before 12.30 p.m.**). The quotations can also be sent by post so as to reach the undersigned by the due date and time. The technical bid will be opened on same day at 1600 hrs. The date of opening of financial bids would be revealed to the bidders once the technical bids are examined.

Assistant Director/C-II

Encl. -- Quotation format for Financial Bid, Annexure-I, II, III

Sign. Of tenderer _____

Name in Block Letters:

Full Address:

Name of the Company _____

FINANCIAL BID

QUOTATION FORMAT

<p>(A) (i) No. of staff to be deployed 1. Supervisor-__02____ 2. Workers-____18____</p> <p>(ii) Rate per person inclusive of all charges /tax(Service Tax to be indicated separately)</p> <p>(B) Machines</p> <p>(C) Materials/chemicals</p>	<p>a) Wages of employees b) Details of PF Contributions c) ESI contribution etc, per month d) Uniform Charges</p>	<p>Total Amount per month in Rs.</p>
<p>(D) Laundry services</p>	<p>TOTAL</p>	

I/We accept all the term and conditions of your letter under reference.

Date:

Name and Signature of Authorised person with seal of the Agency/firm

Annexure-I

CONTRACT FOR UNDERTAKING MECHANISED CLEANING, HOUSEKEEPING AND LAUNDERING SERVICES AT IB CENTRAL TRAINING HOSTEL, 35-SARDAR PATEL MARG, NEW DELHI.

SCOPE OF WORK

Hostel Room					
S.No.	Location	Detail of work	Total Numbers	Periodicity	Area in sq.m.
01	Guest House -01	Cleaning, sweeping & dusting	2 bed rooms with attached bathrooms 1 drawing room (Sofa, carpet and TV) and kitchen	Once a day	60.575
02	Warden Flat -01	-do-	2 bed rooms with attached bath rooms 1 drawing room (Sofa, carpet and TV) and kitchen	Once a day	65.135
03	VIP Suite -04	-do-	1 double bed, sofas, TV Set, Store with attached bathroom	Once a day	98.88
04	Gazetted Officers Room-24	-do-	Single bed with attached bathroom	Once a day	196.32
05	Non-Gazetted Rooms-105	-do-	2 beds, 2 Almirahs, 2 Tables and 2 Chairs	Once a day	1307.25
06	Non-Gazetted Rooms Toilets (Men)-18	-do-	Indian W/C-2, Washbasin-2, Mirrors-2, bathrooms-2, urinal pots –2	Twice a day	390.60
07	Non-Gazetted Rooms Toilets (Women)-03	-do-	Indian W/C-2, Washbasin-2, Mirrors-2, bathrooms-2	Twice a day	65.10
Hobby Centre Hall					
08	Air Conditioned big hall, granite floor and wood paneling with attached Men toilet	Cleaning, sweeping & dusting	Gym Machines, TV, Carom, Table Tennis, Sofas, Carpets etc.	Once a day	152.88
VIP Lounge					
09	Air Conditioned big hall, granite/marble floor with attached toilets (Men-1, women-1)	Cleaning, sweeping & dusting	10 sofa sets, carpets, projected TV, decoration artifacts etc.	Once a day	197.25
Hostel Mess					
10.	Dinning Hall (Gazetted Officers), Washbasin-2 and Kota Stone Floor	Cleaning, sweeping & dusting	Dinning tables-05, Chairs – 50	Thrice a day (After breakfast, Lunch and Dinner)	63.80

11.	Dinning Hall (Non-Gazetted Officers) Washbasin-2 and Kota stone floor	Cleaning, sweeping & dusting	Dinning tables-07, Chairs-70	Thrice a day (After Breakfast, Lunch and Dinner)	99.90
12.	Kitchen, Storeroom, vegetable room and Manager Room with Kota stone floor	Cleaning, sweeping & dusting	Burner -04, Shelves, Steel Racks, Table, Almirahs, Chairs etc.	Thrice a day (After Breakfast, Lunch and Dinner)	125.40
13.	Toilet -1	Cleaning, sweeping & dusting	W/C- English, Washbasin-2, Urinal Pots - 2 and Mirrors -2	Thrice a day	27.84
Medical Centre					
14.	CMO Room-1, Dispensary Room-02, Physiotherapy Room-0, Eye Clinic, Gyani Room -01, Office Room-01 (with attached toilets)	Cleaning, sweeping & dusting	Tables, Chairs, Refrigerators, Patient Bed etc.	Once a day	94.23
General Area					
15.	Verandas, Vestibules, Drinking Water Coolers,	Cleaning, sweeping & dusting		Twice a day	876.80
	Lifts,				96.32
	Staircases -7 floors - 02, fixtures, fire extinguishers,				176.40
	windows,				256.00
	doors				361.00
	terrace etc.				800.00
Open Areas					
16.	Road, Garages, Guard Room	Cleaning, sweeping & dusting		Twice a day	866

MACHINES REQUIRED FOR MECHANISED CLEANING/HOUSE KEEPING

1. Single disc floor scrubbing machine –1
2. High Pressure water jet cleaner –1
3. Wet and Dry vacuum cleaner –1
4. Vacuum Cleaner –1
5. Foam Generator Machine (for Carpet Shampoo, Sofas, Curtains, etc.) –1

MATERIAL FOR SWEEPING

S.No.	Brand of Chemical	Purpose
01.	Taski (Code R-2)	General purpose cleaner
02.	Taski (Code R-3)	Glass Cleaning
03.	Taski (Code R-6)	WC/Urinal/Washbasin cleaning
04.	Taski (Code TR-101)	Carpet Shampooing
05.	Taski (Code TR-103)	Detergent liquid for carpet
06.	Liquid Soap	Hand wash
07.	Taski (Code D-7)	Polish and cleaning of stainless steel Lifts

A) Scope of work for common area, passages, Gallery, Water cooler area, shaft & Out Areas.

S.No.	Activity	Continuous	Daily	Weekly	Monthly	Machines/Equipments
1.	Corridor cleaning	Dust controlling with Dust Controller	Scrubbing & Drying with Machines	Deep scrubbing & drying with auto scrubber dryer	-	Auto scrubber dryer, Dust Controller
2.	Corridor cleaning	-	Wet mopping Twice a day	Deep scrubbing & drying with Single Disc Scrubber & dryer	-	Single Disc, Wet & Dry Vacuum Cleaner,
3.	Staircase Cleaning	-	Wet Mopping followed with dry Mopping & Grill Cleaning Twice a day	Vacuuming with Dry Vacuum	Scrubbing & Drying of Staircase landing Areas with Single disk scrubber	Single Disc, Wet & Dry Vacuumed, Dry Vacuum, Kentucky Mop
4.	Drinking Water Area Cleaning	Wet & Dry mopping	Vacuum drying with Wet vacuum cleaner	Scrubbing & Drying with single Disc scribe & Wet vacuum	-	Single Disc Rubber/Dry Vacuum Cleaner
5.	Garbage collection	-	Removal of Garbage	Washing of Dustbins	-	-
6.	Glass in the open Areas	-	damp wiping	Washing & drying With glass kit	-	Glass kit
7.	Shafts area	-	-	Removal of Cobwebs with dry vacuum	-	Dry vacuum cleaner
8.	Lift Areas	-	Damp Wiping of Lift doors & Granite	-	-	-
9.	Entry Gates/Electric Fittings	-	Damp Wiping	-	-	-
10	Out areas	-	Sweeping	-	-	Flipper Road Sweeper manual

Scope of work for Toilet Area

S.No.	Activity	Daily	Weekly	Machines/Equipments
1.	Floor cleaning	Wet & Dry Moping	Scrubbing & Drying with Single disc & wet drier	Single disc scrubber & wet and dry Vacuum cleaner
2.	Side wall cleaning	Damp wiping	Wall cleaning with high pressure Jet	High-pressure & wet & dry vacuum jet.
3.	Wash basin & Surrounding area	Damp wiping	Scrubbing & drying with scrubber wet vacuum	High-pressure & wet & dry vacuum jet.
4.	Mirror cleaning	Washing & Drying with glass kit	-	Glass kit
5.	Commodes cleaning	Washing	High pressure cleaning with jets	High pressure jet
6.	Urinal cleaning	Washing	High pressure cleaning with jets	High pressure jet
7.	Dustbin clearance	Garbage Collection & removal	Washing of dustbins	-
8.	Electric Board & Switches cleaning	-	Damp cleaning	-
9.	Exhaust fan cleaning, Tube light cleaning	-	Dry vacuum cleaner	Dry vacuum cleaner

LAUNDERING REQUIREMENTS

S.No.	Item	Quantity	Periodicity
01.	Bed Covers	175 Nos.	Fortnightly
02.	Bed Sheets	400 Nos	To be washed and changed on alternate days in occupied rooms
03.	Pillow Covers	175 Nos.	To be washed and changed on alternate days in occupied rooms
04.	Towels	50 Nos.	To be washed and changed on alternate days in occupied rooms
05.	Window Curtains	230 Nos.	To be washed once in a month
06.	Blankets	150 Nos.	Thrice during winter season (Dry Cleaning)
07.	Mattresses	175 Nos.	To be cleaned once in a year (Dry Cleaning)

DETAILS OF TERMS/CONDITIONS AND SERVICES TO BE PROVIDED UNDER
MECHANISED HOUSE KEEPING CONTRACT

- (i) Contractor shall ensure the execution of the assigned work to the full satisfaction of the client department. The details of work required to be undertaken under the scope of the contract has been explained in the Annexure –I.
- (ii) Contractor would use machines as mentioned in the Annexure-I or any other machine which may be useful in the better execution of the work.
- (iii) All areas shall have to be kept in perfect state of cleanliness and hygiene. The sweeping and mopping of all the area mentioned in the schedule would be done as per the periodicity of schedule. **If any lapse is found a penalty @ Rs.5000/- for each lapse shall be recovered from the contractor's bill.**
- (iv) Contractor shall be responsible for proper and effective cleaning, washing with hydraulic jets and swabbing of toilets floors, sanitary fittings including removal of garbage and blockage/chocking. An inventory of the sanitary fittings would be signed by the contractor and he would be responsible for any loss/damage (except normal wear and tear) to such fittings.
- (v) Dusting and cleaning of cobwebs in the entire assigned area like floor, ceiling, roof, wall partitions, doors and window surfaces etc. shall also be the responsibility of the contractor. The contractor shall himself make arrangements for ladders and other equipments as may be needed to carry out the work. Any other operation as directed by the officer in charge for keeping the areas neat and clean at all times shall also have to be attended to by the contractor on daily basis.
- (vi) The contractor shall ensure to depute Safaiwalas having familiarization in the mechanised cleaning. The employees to be deputed shall be active, smart, physically fit and disciplined. **Contractor shall not frequently change the staff deployed by him for this work.** The staff/workers of the contractor shall be polite, courteous and well behaved. The contractor shall be fully responsible for any act of omission on the part of his workers, their mis-conduct and any damage to the building. The attendance of the workers shall be monitored by an officer of the Department. **In case the staff do not meet the required standards of performance as per the requirement of the officer in charge, they would be replaced immediately by the contractor. A penalty @ Rs.500/- per day for each Safaiwala/supervisor shall be recovered from the contractor's bill if any one was found absent/missing from duty as aforesaid.**
- (vii) The contractor shall arrange and deploy heavy duty scrubbing machines with moppers for scrubbing of floors . The floors/areas adjacent to walls which may remain un-scrubbed by scrubbing machines shall be cleaned manually by using iron brushes, carborandum stones and detergents. Nothing extra shall be paid on this account. The contractor shall ensure that the workers are conversant with the use of such machines and observe all safety precautions. The Department shall not be responsible in any way for any mishap.

- (viii) The contractor only shall be fully liable for any monetary or physical loss or injury/death caused to the employees deployed at work place.
- (ix) Any damage caused to the fixture/property of the Department due to negligence of the worker(s) will be liable to be compensated by the contractor.
- (x) The contractor shall ensure proper removal and disposal of unserviceable materials and garbage generated in the course of cleaning from the building complex/campus to the approved municipal garbage point / dhalao, after proper sorting as per the directions of the officer in charge. Any other operation as directed by the officer in charge to keep the areas/surroundings neat and clean at all times shall also be carried out by the contractor.
- (xi) The contractor will also arrange cycle rickshaws for disposal of garbage generated in campus.
- (xii) The contractor shall vouch for the proper conduct/good character and integrity of his workers/employees. He/She shall also ensure that the workers are properly immunized before or during the course of employment to ensure that no individual is suffering from any chronic or communicable disease. No child labour (less than 14 years age) shall be employed for the work.
- (xiii) The contractor shall supply fresh sets of uniforms/name plate (badges), gumboots, hand gloves/rubber dastane etc. to his workers for cleaning operations at his own cost. No worker without proper and clean uniform & name-plate (badge) shall be permitted in the complex. The sample of uniform shall be approved by the officer in charge/Department. If during working hours any worker is found to be without uniform, a penalty of Rs. 500/- per worker shall be levied and such worker shall be immediately replaced.
- (xiv) The workers shall use the toilets earmarked for them.
- (xv) The contractor shall not sub-contract any work in connection with the cleaning of these office complexes under any circumstances. He shall adhere to the Schedule of work given by the Officer in-charge.
- (xvi) Electricity and water for the cleaning operations shall be provided by the Deptt. but necessary lead wires/cables etc. for operation of the cleaning machines/apparatus etc. shall be arranged by the contractor at his own cost.
- (xvii) The contractor shall be responsible for compliance and fulfilling of all statutory and non-statutory obligations **under Minimum Wages Act, Payment of Wages Act, Employees State Insurance Act, Workmen's Compensation Act and Contract Labour Regulation and abolition Act etc.** including any industrial dispute, in respect of employees deployed at the complex / building. He/She would also be liable to comply with provisions of any other law or scheme coming into force in future, relating to employees deputed by his/her agency at work place, or relating to agreement. The contractor shall submit the latest attested copy of the registration certificate under the Employees Provident Fund (and Miscellaneous Provisions) Act, 1952, Employees State Insurance Act, 1949 and Contract Labor (Regulation & Abolition) Act 1971, Service Tax and Sales Tax etc. He/She has also to produce necessary Labour Licence within 15 days

of the date of award from the Labour Commission Office. The Contractor shall submit copy of challans for the previous month as proof of depositing the specific EPF and ESI contributions and Service Tax receipt with the concerned Bank in respect of employees posted at work place. The contractor **shall furnish a due compliance certificate along with copies of challans/deposit/payment receipts along with schedule indicating name of employees, their PF A/C nos. employer and employee contribution every month certifying compliance of all statutory/non-statutory provisions viz. – Minimum Wages, ESI, EPF etc. Similar information in respect of ESI for each employee. In the event of failure on the part of contractor to furnish the same, ESI and EPF component would be with held proportionately.** If any authority/agency is required to be paid on contractor's behalf concerning the employees deployed at the work place due to any reason or default on his part, the Department shall be competent to recover/deduct the said amount from the contractor's bills. Contractor will submit deployment of workers in beginning of every month.

(xviii) The office complex is a restricted area where unnecessary movements are restricted. The Contractor shall have to apply for passes for the workers giving their detailed personal particulars, well in advance, to carry out the work. The workers are liable to be frisked at the time of entry/exit to the complex/building.

(xix) Contractor shall ensure that his workers do not wander here and there and sit idle in groups during working hours. Due discipline will have to be maintained by the workers. If found, a penalty of Rs.200/- per worker shall be levied for any instance of this kind.

(xx) Any dispute regarding working hours and compensation to be paid to the workers deployed at the complex shall be the responsibility of the contractor. No representation in this regard would be entertained by the Department.

(xxi) The decision of the concerned Assistant Director, IB or any other authorized officer regarding the satisfactory standard of cleanliness shall be final and binding on the Contractor.

(xxii) The contract will normally be valid for a period of one year from the date of signing of the contract and start of the work, whichever is later. The department, in view of any exigency, may extend the agreement, at the same rate and terms and conditions. However, in the event of services being rendered is found unsatisfactory, the contract is liable to be terminated at any time by giving a notice of one month. The decision of the department in this regard will be final.

(xxiii) The department may at any time terminate the contract by giving written notice to the Contractor, without compensation to the contractor. If the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the department.

(xxiv) The payment will be credited in the bank account of the contractor on monthly basis by cheque against a pre-receipted bill, which may be submitted after rendering service for the month. Income tax and other taxes/charges as applicable from time to time shall be deducted at source from the bill.

(xxv) The undersigned reserves the right to accept any tender or to reject any /all tenders without assigning any reason.

(xxvi) In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the Sole Arbitration of an officer to be nominated by Ministry of Law and appointed by the Secretary, Ministry of Home Affairs. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his view on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason whatsoever, the said authority shall appoint another person to act an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors

(xxvii) The contractor will be required to maintain a register to record complaints about the deficiency in services wherein each complaint received and action taken thereon along with timings, will be recorded by his supervisor. The complaint register will be produced on the first of each month or on demand to an authorized officer for inspection/further directions as the case may be.

(xxviii) The contractor shall keep indemnified the IB for any acts of omission/commission by the contractor/its workers.

(xxix) No dismissed/terminated person or the person against whom criminal case is pending in court of law shall be deployed. The antecedents of persons should be got verified by Police. A certificate to this effect shall be furnished by the Agency/Contractor for each worker before their actual deployment.

(xxx) The competent authority on behalf of President of India does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without assigning any reason. All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.

(xxxi) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

MODEL BANK GUARENTEE FORMAT FOR PERFORMANCE SECURITY

To

The President of India

WHEREAS.....
....(name and address of contractor) (hereinafter called “the contractor”) has undertaken, in pursuance of contract no., dated..... to undertake(description of service) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligation in accordance with the contract:

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of **Rs. 1 lakh (Rupees one lakh only)** and we undertake to pay you, upon your first written demand declaring the contract to be in default under the contract and without cavil or argument, any sum or sums within the limits of **Rs. one lakh** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ... day of20..

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch