

No. 11(02)/2014-15/NMNH/Admn  
Government of India  
National Museum of Natural History  
(Ministry of Environment Forests and Climate Change)

Tansen Marg,  
New Delhi- 110001.  
Dated: 1<sup>st</sup> August 2014.

To,

M/s. \_\_\_\_\_,

\_\_\_\_\_

**NOTICE INVITING TENDER FOR CLEANING WORKS IN THE PREMISES OF NATIONAL MUSEUM OF NATURAL HISTORY, FICCI MUSEUM BUILDING, TANSEN MARG, NEW DELHI**

Sealed Tenders are invited under two bids system viz: Technical Bid and Financial Bid from the Reputed/Registered Housekeeping Agencies etc for providing of Housekeeping Services on contractual basis in the N.M.N.H, New Delhi on daily basis for a period of one year, extendable by two more years, subject to satisfactory performance of the vendor, on outsourcing basis.

(2) Bidders have to deposit the Earnest Money Deposit (EMD) i.e. Rs. 20,000/- (Rupees twenty thousand only) in form of DD/Pay Order/Banker Cheque/FDR in favour of "Pay and Accounts Officer, MoEF&CC" payable at New Delhi..

(3) The tender(s) forms/documents may also be downloaded from the NMNH's website at ([www.nmnh.nic.in](http://www.nmnh.nic.in)). Bidders are requested to go through the instructions to the bidders and terms and conditions contained in the bid document.

(4) The bid should be submitted in sealed Cover and the cover should be marked "Tender for cleaning works in the premises of National Museum of Natural History (NMNH)" New Delhi. The bids should be addressed to Smt Reena Dey, Scientist C/Head of office (NMNH), FICCI Museum Building, Tansen Marg, New Delhi-1. Last date for submitting of tender is 12.08.2014 upto 1500 hrs and will open on the same day at 1600 hrs on 12.08.2014. NO bid shall be accepted after the date and time fixed in the bid document.

Yours faithfully,

Reena Dey,  
Scientist C/Head of Office

# **TENDER DOCUMENT**

FOR

## **PROVIDING HOUSEKEEPING SERVICES**

AT THE

**NATIONAL MUSEUM OF NATURAL HISTORY**

NEW DELHI.

GOVERNMENT OF INDIA  
NATIONAL MUSEUM OF NATURAL HISTORY  
(MINISTRY OF ENVIRONMENT FORESTS AND CLIMATE  
CHANGE)  
FICCI MUSEUM BUILDING,  
TANSEN MARG.  
NEW DELHI- 110 001

**NATIONAL MUSEUM OF NATURAL HISTORY**  
MINISTRY OF ENVIRONMENT FORESTS AND CLIMATE CHANGE  
Government of India

**NOTICE INVITING TENDER FOR CLEANING WORKS IN THE PREMISES OF NATIONAL MUSEUM OF NATURAL HISTROY, FICCI MUSEUM BUILDING, TANSEN MARG, NEW DELHI**

**(Closing date: 1500 hours of 12.08.2014)**

**Subject: CLEANING WORKS IN THE PREMISES OF NATIONAL MUSEUM OF NATURAL HISTROY, FICCI MUSEUM BUILDING, TANSEN MARG, NEW DELHI.**

Sealed quotations are invited by National Museum of Natural History from experienced Indian firms for cleaning of corridors, toilets, common spaces, window panes and stairs etc. of FICCI Museum Building, New Delhi under occupation of (National Museum of Natural History) on daily basis for a period of one year, extendable by two more years, subject to satisfactory performance of the vendor, on outsourcing basis.

1. Detailed scope of work is mentioned at para 5 below. Complete tenders accompanied by a bank draft/Banker Cheque/Pay order/FDR worth of Rs. 20,000/- (Rupees twenty thousand only) payable to the Pay and Accounts officer, Ministry of Environment Forests and Climate Change, New Delhi as EMD and placed in a sealed cover, will be received up to 1500 hours on 12/08/14. Tenders received without EMD will be summarily rejected.
2. **Opening of Tenders:** The tenders received will be opened at 1600 hours on 12/08/14 in the presence of the authorized representatives, if any, of the bidders in this office. Request for extension of opening date of tenders will not be considered. Quotation will also be opened on scheduled date and time in case of non-presence of any representative of the firms.
3. **Qualifying Criteria:** Only firms having experience of at least two years in the relevant field of providing housekeeping/cleaning service on outsourcing basis to Government Ministries/ Departments/ Government Organizations/ PSUs/ Corporate Sector etc. need to apply. While submitting the tender, the intending tenderer shall have to furnish to NMNH self attested copies of following certificates/documents:

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- i. Proof of executing order of cleaning/house keeping worth Rs. 10 lacs (Rupees ten lacs) for the last two years, i.e. years 2012-13& 2013-14. The experience certificates should be issued by officers of the level of Section Officer and above.
- ii. Copies of valid certificates of Income Tax clearance, Service Tax, PAN number and any other tax as applicable for last two years.

- iii. Details of the firm/company in case of Partnership Firms.
- iv. Copies of EPF and ESI registration details.
- v. Labour License issued from M/o Labour.
- vi. Registration with registrar of companies in N.C.T (Govt. of India).
- vii. Service tax registration under Asstt. Commissioner, Service tax.
- viii. Supporting documents for getting ISO certified co. if any.

**4. Extent and scope of work :**

**A. (i) Area of work :** The job of cleaning of office building shall include tiled/cemented/wooden floors, tiled/wooden walls, false ceilings, toilets, WCs, wash basins, entrance areas, window glass pane, lifts, staircases, windows, panels, railings, switch boards, lights and electrical fittings, brass planters, notice boards, paintings, posters glazed/ dado tiles etc. of following premises:

<b>Sl. No.</b>	<b>Name of the bldg &amp; location</b>	<b>Approx Carpet Area/Surface Area* (in sq meter.)</b>
1.	Floor area from ground to sixth floor including common Area at ground floor	4100 Sq. Meter.
2.	Staircases at FICCI Museum Building.	542 Sq. Meters.
3.	Toilets	92 Sq. Meters.
4.	Window panes of FICCI Museum Building	386 Sq. Meters.
5.	Covered exhibit area	233 Sq. Meters.
6.	Inner open area	111 Sq. Meters
	<b>Total</b>	<b>5464 Sq. Meters</b>

\*Note: Surface/Carpet area of the building may increase or decrease at any time.

**B. Scope of work**

- i. Dusting, sweeping and wet mopping of galleries from 1<sup>st</sup> to 4<sup>th</sup> floor, ground floor common area, technical unit and officers room and other section at 5<sup>th</sup> and sixth floors including auditorium and conference room to be completed once daily by 9.30 AM or as soon as the galleries and rooms are opened on all working days.
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- ii. Wet mopping and cleaning of common areas of ground, and all toilets, WCs, urinals and wash basins to be carried out once in every two hours starting from 9.00 AM on all working days.
  - iii. Removal of waste papers, packing materials and any other rubbish/garbage, cleaning and dusting of lift, staircases, windows, glass panes (inside), panels, railings, switch boards, lights and electrical fittings, notice boards, name plates,

paintings, posters, glazed/dado tilts etc. located both inside the rooms and outside in corridors to be carried out once daily on all working days.

- iv. Stain removing by the material provided by this office from wood works/wooden walls/ floors/ fixtures/ furniture/ equipments etc. to be carried out once daily on all working days.
- v. Complete scrubbing, cleaning and washing of all common areas of all floors, stairs and toilets by providing cleaning materials/ items and appropriate machines, dusting of ceilings and walls and cleaning of window glass panes of all floors from outside and polishing of brass planters provided by this office (both inside rooms and corridors), door knobs, name plates etc. with brasso to be carried out on all Sundays and gazetted holidays when Museum will open for public.
- vi. The conference hall, Discovery room, Eco Theatre and auditorium should be thoroughly cleaned once every day and if so directed by the HOD/HO/Caretaker etc, before commencement of important meetings. The furniture, light fittings, wood paneling and brass planters should be thoroughly cleaned.
- vii. The cleaning materials providing by this office such as Odonil, Napthalene Balls and liquid soap in all toilets in adequate quantities, spraying of room freshner in Sections/rooms/common areas.
- viii. Thorough cleaning, dusting and vacuum cleaning of books, selfs and racks of NMNH library.

**Note: Working days for the cleaning purpose means Monday to Sunday, excluding National and Gazetted holidays when Museum will remain closed for public. The vendor shall carry out cleaning work on Saturday/ Sunday also as per above schedule in respect Galleries and parts of office which may open on Saturday/Sunday in exigencies of work.**

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## **5. Terms and conditions of cleaning work:**

- i. The contractor shall deploy minimum six numbers of workers including supervisor for cleaning work as mentioned in para 4 above. However, the contractor shall have to deploy additional manpower for satisfactory services, as per his own assessment and at his own cost.

- ii. The contractor, his manager and supervisor should have duly activated cell phones, numbers of which should be given to all officers, Caretaker to facilitate contact when ever required.
- iii. The NMNH shall provide cleaning material/machine/equipment for the cleaning work. However, the contractor can use water form toilets for washing/cleaning work.
- iv. This office provides requisite number of dustbins/bags in all rooms, corridors, landings of staircases, near toilets and other places where ever required. The dustbins/bags shall be emptied as per the agreed cleaning schedule every day.
- v. The Head of the Department or any other officer nominated by the HOD shall have the liberty to inspect any time the cleaning work and if it will not find upto the mark then penalty can be imposed on the firm/agency.
- vi. Cost of any damage done to tiled/wooden floors, wooden walls, false ceilings, wooden fittings/fixtures/furniture, any other surface, equipment, machines, material, toilet/sanitary fittings, electrical fittings, lights, switches & boards etc. or any Government property within the premises of the buildings due to mishandling by the employees deployed by the contractor shall be borne by the contractor and shall repair/replace the damaged part/portion immediately. In case the contractor fails to make good the loss to the satisfaction of the HOD, NMNH, the NMNH shall, at its discretion, deduct such amount from the bills of the contractor as it may decide sufficient, to make good the loss. No appeal for review/write off the loss shall be entertained.
- vii. The contractor shall maintain a room-wise log book and obtain dated signature of the Section-in-charge/officer/official who occupy the room or his/her personal staff after completion of the day's cleaning work of that room. Remarks shall also be obtained from them in the log-book about the service rendered by them. The log book shall be inspected by Head of Office periodically.
- viii. No payment will be made for the corresponding areas in respect of Sections/Rooms where users have expressed dissatisfaction in writing about cleaning work or refused to give the remarks on the log-book Satisfactory

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performance certificates in respect of cleaning of common areas, corridors, toilets, ground floor, areas in front of entrance gates and for any other area or item not specifically allotted/ assigned to any Section/Officer shall be obtained from the Caretaker, NMNH or any official who assign the duty for checking.

- ix. The contractor shall provide proper uniforms to all of his employees engaged for cleaning work.
- x. Attendance report of all the staff deployed by the contractor shall be given to the Caretaker every day.

- xi. All statutory requirements regarding employment including payment of minimum wages and attached benefits such ESI,PF etc to the employees shall be strictly complied with by the contractor. Any default and consequences shall be liability of the contractor. All the future liabilities such a taxes and minimum wages as per minimum Act etc will be paid by the contractor.**
- xii. The contractor or his employees shall not cause any hindrance to functioning of Sections/ Officers while cleaning the premises.
- xiii. The contractor shall be responsible for character and antecedents of the employees deployed by him in the NMNH. Cost of any item, if proved to have been stolen by any of his employees, shall be deducted from the monthly bill of the contractor.
- xiv. The contractor shall issue photo identity cards to all the employees deployed by him for cleaning work in the NMNH. The NMNH shall recommend issue of entry pass, if necessary.

**a) Submission of Tenders:** Sealed tenders must be submitted in an envelope duly superscribing "Tender No. "Description of items" i.e. for **CLEANING WORKS IN THE PREMISES OF NATIONAL MUSEUM OF NATURAL HISTROY, FICCI MUSEUM BUILDING, TANSEN MARG, NEW DELHI** and "Date of opening" addressed to Dr. Reena Dey, Scientist C/Head of Office, National Museum of Natural History, (Ministry of Environment & Forests),FICCI Museum Building, Tansen Marg, New Delhi, in the Tender box kept in the Administration Section at 6<sup>th</sup> floor, National Museum of Natural History, FICCI Museum Building, , New Delhi, latest by 1500 hours of 12.08.2014 positively. Request for extension of last date for submission of tenders will not be considered. The envelop should contain following documents:

- I. Bid documents duly completed and signed.
  - II. EMD of Rs.20,000/- (Rupees twenty thousand only) by way of bank draft/Banker Cheque/Pay order/FDR in favour of Pay and Accounts Officer, Ministry of Environment Forests and Climate Change (MoEF&CC), New Delhi.
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- III. Proof of executing order of cleaning/house keeping worth Rs. 10 lacs (Rupees ten lacs) for the last two years, i.e. 2011-12, 2012-13. The experience certificates should be issued by officers of the level of Section Officer and above.
  - IV. Self attested copies of valid certificates of Income Tax clearance, Service Tax, PAN number and any other tax as applicable for last two years.
  - V. Details of the firm/company in case of Partnership Firm.
  - VI. Details of EPF and ESI registration.
  - VII. Labour License issued from M/o Labour.
  - VIII. Registration with registrar of companies in N.C.T (Govt. of India).
  - IX. Service tax registration under Asstt. Commissioner, Service tax.
  - X. Supporting documents for getting ISO certified co. if any.

**Note: The bidder should put his/her dated signature on every page of the bid document as a token of having read and understood the terms and conditions of the tender.**

6..Unsealed/unsigned quotations shall not be considered for evaluation. Quotations without EMD shall be summarily rejected. There should be no erasing and/or overwriting. The quotations with erasing and/or overwriting shall be summarily rejected.

7. Late/delayed tenders due to any reason, whatsoever will not be accepted/considered, at all, under any circumstances.
8. The submission of quotation will not place this office under any obligation to empanel you and no expenses by you in this regard will be payable by NMNH.
9. Intending bidders are advised to visit the place of work for assuring the nature and volume of work realistically before quoting the rates.
10. **The rate should be mentioned in figures as well as in words exclusive of taxes and levies in the financial bid document attached as Annexure-I. Financial bids submitted in any other format will not be accepted. The taxes and other levies, if any, should be indicated separately. In case nothing is mentioned, it will be assumed that taxes/other levies are included in the rates quoted.**

**11. Earnest Money Deposit (EMD)**

- a. The bidder shall furnish, as part of his bid security of Rs.20,000/- in the form of Bank draft/Banker Cheque/Pay order/FDR in favour of Pay & Accounts Officer, MoEF&CC, New Delhi.

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- b. The bid security is required to protect the NMNH against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to para 15 of this document.
- c. The bid security shall remain valid for a period of 180 days from the date of tender opening.
- d. A bid not secured in accordance with "a" above shall be rejected by the NMNH as non-responsive at ht bid opening stage.
- e. The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible, but not later than 30 days after the expiry of the period of the bid validity prescribed by the NMNH and to interest would be paid thereon.
- f. The bid security of the successful bidder shall be returned after executing the agreement and depositing performance bank guarantee.

**12. Forfeiture of EMD : The bid security may be forfeited :**



- a. If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form; or
  - b. In the case of successful bidder in the bidder:
    - i. Fails to sign the contract,
    - ii. Fails or refuses to honour his own quoted price for cleaning work at specified premises as per para 5.
  - c. In both the above cases i.e. para 15 (a) & (b), the bidder will not be eligible to participate in any of the tender issued by NMNH for one year from the date of issue of letter of intent. The bidder will not approach the court against the decision of NMNH in this regard.
- 13. Performance Bank Guarantee:** The successful bidder shall deposit, within seven working days of signing the mutual agreement for providing the cleaning/house keeping service, the performance guarantee equal to 10% of quoted price in the form of bank guarantee of a nationalized bank or FDR in favour of Pay & Accounts Officer, Ministry of Environment Forests and Climate Change, New Delhi. The amount of rupees eight thousand already deposited as EMD along with the tender will not be adjusted in the security deposit. Format of the Bank Guarantee is given at Annexure-IV.
- 14. Evaluation :** Quotations shall be evaluated on the basis of quoted rates per sq. metre, only in respect of bidders who fulfill the conditions stipulated in para 4 above and submit documents as specified in para 7(ii) to 7(vi) above. Bids without the documents specified in para 7(ii) to 7(vi) shall be treated as non-responsive. The bid shall remain valid for 180 days after the date of opening of bids. A bid valid for a shorter period shall be rejected as non-responsive.

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15. Signing of mutual agreement shall construe award of contract (Format of agreement enclosed at Annexure-III).

**16. During the contract period, in case, minimum wages is revised by the Local Government (Delhi Govt.) subsequently this office will pay the payment of revised rate of Minimum Wages, EPF,ESI and relieving charges, service charge and service tax to the agency.**

17. Validity of the contract: The period of contract shall be for a period of one year, extendable by two more years, subject to satisfactory performance of the contractor.

18. NMNH reserves the right to terminate the contract by giving 15 days notice and without assigning any reason thereof.

**19. Payment :**

- a. The bills in duplicate, for the services prepared on the basis of rates will have to be submitted in favor of Director, NMNH, New Delhi for effecting payment together with the certificates of satisfactory performance duly signed by user officers/sections in the log book maintain by the contractor. No advance payment shall be made for the services.
- b. The payment will be released through ECS and income tax and other taxes, if any, shall be deducted against bills submitted.
- c. The job carried out shall be to the satisfaction of the Head of Office, failing which deductions @ 10% of the total bill shall be deducted. Depending upon the severity of negligence, NMNH reserves the right to blacklist the agency for a suitable period or from further participation on any of NMNH's contracts. The decision of NMNH shall be final in this regard.

## 20. ARBITRATION

**20.01** In the event of any question, dispute or different arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of Director, National Museum of Natural History (NMNH) (Ministry of Environment Forests and Climate Change) or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the Director or by whatever designation such officers may be called (hereinafter referred to as

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**20.02** the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the Director, National Museum of Natural History (Ministry of Environment and Forests) shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Contractor will have no objection in any such appointment that arbitrator so appointed is an employee of NMNH (Ministry of Environment Forests and Climate Change) or 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 NMNH employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof or any rules made thereof.

**20.3** The venue of Arbitration proceeding shall be Office of NMNH at New Delhi or such other place as the arbitrator may decide.

**20.4** The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

21. Bidders/Agency who are having near relative(s) employed in the NMNH are not allowed to participate in the tender. The Agency should give a certificate as given in Annexure-II that none of his/her near relative is working in NMNH. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the directors of the company. Due to any breach of these conditions by the company or firm or any other person the contract will be cancelled and security deposit will be forfeited at any stage whenever it is noticed and NMNH will not pay any damage to the company or firm or the concerned person. The company or firm of the person will also be debarred for further participation in any contract/tender of NMNH.

The near relatives for this purpose are defined as :

- a. Member of a Hindu undivided family,
- b. They are husband and wife

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- c. The one is related to the other in the manner as father, mother, son(s) and son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law)

22. **Contact Person** : In case the tenderness desire to have any clarification regarding the terms and conditions of the bid document or any interpretation thereof, they are advised to contact Scientist C on telephone no. 23314849/Ext.205, **23710576** between 1500 hrs and 1700 hrs on all working days.

**Smt. Reena Dey**  
**Scientist C/Head of Office**  
**Telephone #23710576**

## **FINANCIAL BID**

Tender No. 11(02)/2014-15/NMNH/Admn.

**Subject: CLEANING WORKS IN THE PREMISES OF NATIONAL MUSEUM OF NATURAL HISTROY,  
FICCI MUSEUM BUILDING, TANSEN MARG, NEW DELHI.**

Sl. No.	Particulars	<b>Rate</b>	<b>sq.meter/month</b>
		<b>per</b>	
		(In figure	( In words )
<b>1</b>	<b>Cleaning work in the premises of NMNH</b>		
<b>2.</b>	<b>Wages for worker (Please enclose wages Calculation sheet Separately)</b>		
	<b>Service tax</b>		
	<b>Total</b>		

**No. of Workmen provided: \_\_\_\_\_ (including supervisor)**

**Note:**

- (i) The service tax and other levies, if any, should be indicated separately, in case nothing is mentioned, it will be assumed that taxes/other levies are included in the rates quoted.
- (ii) Approximate surface/carpet area of the premises for cleaning work has been indicated in para 4 A(i) above.
- (iii) Please specify the No. of workers/labours, the contractor need to deploy to do work but it should not be less than No. of specified in the tender document.
- (iv) Rate should be quoted on comprehensive basis taking into account all overhead costs minimum wages payable to employees, ESI and EPF contributions, Relieving Charges etc. Please enclose wages calculation sheet separately.
- (v) In the event of any dispute over rates quoted in figure, the rates quoted in words shall be treated as final.

**Certificate:**

I have physically inspected the premises and understand the volume of work and agree to the terms and conditions laid down in the letter inviting quotations.

Signature of Authorized Signatory  
NAME OF THE AGENCY WITH SEAL

**ANNEXURE-II**

**CERTIFICATE**

I.....s/o.....r/o.....  
..... hereby certify that none of my relative(s) as defined in the tender document is/are employed in NMNH as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, NMNH shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signed.....

Name (Caps).....

Position.....

Date.....

**ANNEXURE-III**

(To be executed on Bond Paper of Rupees one Hundred)

**Agreement**

AGREEMENT FOR ACTING AS CONTRACTOR FOR cleaning work at National Museum of Natural History (Ministry of Environment & Forests), FICCI Museum Building, Tansen Marg, New Delhi.

Contract Agreement No..... dated.....  
An agreement for cleaning work at National Museum of Natural History (Ministry of Environment & Forests)(hereinafter called the contract) is made this .....Day of ..... Between M/s .....having it's office situated at .....New Delhi through Mr..... (hereinafter called the Contractor), which terms shall unless excluded by or repugnant to the subject or context, include its successors and permitted assignees of the one part.

And the National Museum of Natural History( Ministry of Environment Forests and Climate Change), New Delhi (hereinafter called the company which term shall unless excluded by or repugnant to the subject or context, include its successors and assignees) on the other part for the purpose of cleaning work at National Museum of Natural History (Ministry of Environment Forests and Climate Change) FICCI Museum Building, Tansen Marg, New Delhi, at the rates quoted and accepted and under the terms and conditions specified in the tender document and its Annexure.

Whereas the Agency has agreed with the NMNH for cleaning work set forth in the tender document and its annexure, which shall be treated as an integral part of this agreement. In consideration of the payment to be made by NMNH, the Agency shall duly perform the said operations in the said tender document and its annexure set forth and shall execute the same with great promptness and diligence in a workman like manner to the satisfaction of NMNH and will effect from.....day of .....2014.....upto..... of .....2015 and will observe, carryout the work in accordance with the terms and conditions of contract with effect from day of .....2014 upto .....of..... 2015 and will observe, fulfill and honour all the conditions herein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth therein) and NMNH hereby agrees that if the Agency observe and honour the said terms and conditions of the contract, NMNH will pay or cause to be paid to the Agency for the operations, on the completion thereof, the amount due in respect thereof at the rates specified in the schedule hereto annexed.

In witness whereof the said parties have hereunto set their hands the day and year first above written.

**For and on behalf of NMNH**

**Agency**

Witness

- 1.
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## **PERFORMANCE SECURITY GUARANTEE (BOND FORM)**

**[To be furnished on non-judicial stamp paper of Rs. 100/- Use of Stamps/any other means in lieu of Non-Judicial Stamp paper shall lead to outright rejection of the Bid.]**

1. In consideration of, Scientist C/Head of Office (hereinafter called “the NMNH”) having agreed to exempt.....(hereinafter called ‘the said Contractor(s)’) from the demand, under the terms and conditions of an agreement/(Purchase Order) No..... Dated..... Made between .....and.....for .....for the work of .....(hereinafter called ‘the said Agreement’), of Security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for ..... We, (Name of the bank) (hereinafter referred to as “the Bank”) at the request of .....(contractor(s)) do hereby undertake to pay to the NMNH an amount not exceeding..... against any loss or damage caused to or suffered or would be caused to or suffered by NMNH by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We (Name of the bank).....do hereby, undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from NMNH stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by NMNH by reason of breach by the said Contractor(s)’ of any of the terms and conditions contained in the said Agreement or by reason of the contractor(s)’ failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of NMNH in these counts shall be final and binding on the bank. ‘However, our Liability under this guarantee shall be restricted to an amount not exceeding.
3. We undertake to pay to the NMNH any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/ supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal: The payment so made by us under this bond shall be valid discharge of our liability for payment hereunder and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.
4. We (Name of the Bank).....further agree, that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of NMNH under or by virtue of the

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said Agreement have been fully paid and its claims satisfied or discharged or till NMNH certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of two Years from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (Name of the bank)..... further agree, with the NMNH that the NMNH shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NMNH against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the NMNH or any indulgence by the NMNH to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/ supplier(s).
7. We (name of the bank)..... Lastly undertake not to revoke this guarantee during its currency except with the previous consent of the NMNH in writing.

Dated the ..... day of ..... for  
..... (Indicate the name of the bank