

**DIRECT TAXES REGIONAL TRAINING INSTITUTE, “PRAGYA”,
VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW**

**Tender Inquiry document for outsourcing of Cleaning & Sanitation
services**

TENDER NO. RTIL/A-./10 -11

Dated: 11-02-2011

Direct Taxes Regional Training Institute, Lucknow, (hereinafter referred to as DTRTI), which is a division of the National Academy of Direct Taxes , Nagpur of the Income Tax Department under the Ministry of Finance of the Government of India, invites sealed bids from reputed parties for the supply of Cleaning & Sanitation services as per terms & conditions of this bid document, for a period of one year for the campus area of the DTRTI, Lucknow as specified in the bid document.

2. The complete bid document along with terms and conditions can be obtained from the Administrative Officer, DTRTI at Ground floor, Administrative Block, DTRTI, “PRAGYA”, Vibhuti Khand, Gomti Nagar, Lucknow from 15-02-2011 to 22-02-2011 between 11.00 am to 5.00 pm on all working days on payment of Rs.500/- towards the cost of bid documents, through demand draft drawn in favour of “Sr. Accounts officer, ZAO, CBDT, Lucknow,” payable at Lucknow.

3. Sealed bids along with the **Earnest Money Deposit (EMD)** of

Rs. 15000/- through demand draft favouring “Sr. Accounts Officer, ZAO, CBDT, Lucknow” payable at Lucknow should be submitted in the office of the Administrative Officer, at Administrative Block, Direct Taxes Regional Training Institute ,“PRAGYA”, Vibhuti Khand, Gomti Nagar, Lucknow latest by 18-03-2011 up to 1600 hrs(4 PM). The bids will be opened at 1600 hrs (4 PM) on 25-03-2011 in the Conference Hall, 2nd floor, Administrative Block, DTRTI ,Lucknow.

4. The complete bidding document is also available for viewing and downloading at our website: www.nadt.gov.in and www.incometaxindia.gov.in. In case the bid document is downloaded from the website, the cost of Rs. 500/- shall be deposited alongwith the bid application in the form of a separate draft as per details given above.

**Administrative Officer
Direct Taxes Regional Training Institute,
Lucknow**

**DIRECT TAXES REGIONAL TRAINING INSTITUTE, “PRAGYA”,
VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW**

Section I

SCOPE OF WORK

**The details of the work or service to be performed by the
contractor**

The scope of work to be entrusted and undertaken and performed consists of cleaning and sanitation services as per details given below in the specified areas of the campus / premises of the D.T.R.T.I., situated at “Pragya”, Vibhuti Khand, Gomti Nagar, Lucknow and it also includes certain managerial service for managing the services as specified.

- (1) The area to which the scope of work and services, covered by the bid, will extend are spelt out and specified as described below:

(Areas covered by scope of work)

The area of cleaning and sanitation to be covered by the contractor shall include the entire campus of D.T.R.T.I., Vibhuti Khand, Gomti Nagar, Lucknow except the following:

- (i) *The building of the Hostel Block, and the space behind the hostel block which is appurtenant thereto and parallel to the back wall up to the boundary wall.*

(ii) Building of the Residential Block.

The remaining areas of the DTRTI campus / premises are covered by the scope and extent of work, which include basement, administrative block, including all rooms, bathrooms and toilets, lifts, corridors, common areas, roof tops, staircases located therein and connecting passages between hostel block and Administrative Block, gardens, pathways, parkings, and boundary walls and other areas which might not have been specified herein above.

- (2) The services required to be carried out by the contractor are given in the paragraphs below, which are only indicative and not exhaustive:

(A) Cleaning and Sanitation Services:

The contractor shall render the following cleaning and sanitation services in the specified areas of the Institute's campus and its vicinity as described below:

(a) Work on Daily basis:

- (i) Proper and effective cleaning, sweeping of all the floors, staircases, corridors, lounges, approach roads and other open spaces.
- (ii) Wet mopping of all mosaic, Kota stone, marble stone, and vitrified flooring and glazed tiles with detergents before the time of opening of the office.

- (iii) Proper and effective cleaning and washing of toilets, urinals, wash basins, sinks, sanitary fittings and fixtures using / Liquid soap / detergents, sprinkling of phenoyl / surfexo, sanifresh, naphthalene balls etc. as required.
- (iv) Cleaning and positioning of dustbins, garbage bins etc.
- (v) Providing sanitary cubes, air purifier (odonil), Napthalene balls, liquid soap etc.
- (vi) Cleaning of blockage in toilets sewers, waste water lines, storm water pipes etc.
- (vii) Dusting doors, windows, notice boards, floor vases, art objects provided in all the places in the campus before the time of opening of the office.
- (viii) Spraying room freshener of approved quality and perfume in the office, conference room, seminar rooms, lectures hall and other places as directed.
- (ix) Cleaning of immediate surroundings of the premises of the D.T.R.T.I.

(b) On Twice – a week Basis:

Conferences and Seminar Rooms

- (i) Proper and efficient cleaning of floors and walls.
- (ii) Dusting and proper cleaning with wet cloth and wax polishing of all items of furniture and their proper positioning.
- (iii) Dusting and proper cleaning of floor carpet by vacuum cleaner.

(c) On Weekly Basis:

- (i) Proper and effective washing, swabbing of all floors, glazed tiles, skirting and dados and wax polishing of all terrazzo marble floor, replacing of furniture and other items in their proper position after cleaning and polishing of floors.
- (ii) Proper and effective cleaning and polishing of the windows panes, venetian blinds and other blinds and curtains and pelmets etc.
- (iii) Brass polishing (of good quality) of all brass works, plaques, doors knobs, name plates, boards etc.
- (iv) Proper and effective cleaning of bars, light fittings etc. in the spaces.

(d) Monthly and also as and when necessary:

- (i) Proper and effective cleaning of electrical fittings, electrical boards, electrical switches, fans, regulators etc.
- (ii) Proper and effective cleaning of ceiling and dusting and cleaning of cobwebs.
- (iii) Back wax polishing of marbles, mosaic clad columns in corridors and other places.
- (iv) Cleaning of the borders of the outside Kota stone wall surfaces.

The contractor will also provide all the services and any other works of similar type as may be entrusted to the contractor from time to time by this institute (D.T.R.T.I.) are to be rendered without, causing any hindrance or disturbance to the D.T.R.T.I. staff working before and after normal working hours and shall be carried out

effectively and in consequence and conformity with the standards of neatly maintained office premises.

For providing satisfactory services as above under the contract, the supplier shall deploy a total number of 7 persons (one supervisor and six workers) who are medically fit, including at least one lady worker exclusively for ladies toilets.

**DIRECT TAXES REGIONAL TRAINING INSTITUTE, “PRAGYA”,
VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW**

Section II

**Facilities and Inputs which will be provided to the
contractor by the Institute**

The following facilities and inputs will be provided by the Institute to the contractor in order to enable him to perform the services satisfactorily.

- 1 A store will be provided to store cleaning & sanitation material, tools, equipments and uniform that will also serve as the change room.
- 2 The contractor and its workers shall be permitted to consume water and electricity for rendering the service contract and the cost of these items shall be borne by the Institute.
- 3 Public Toilet facilities in the DTRTI campus can be used by the cleaning & sanitation workers also.
- 4 The DTRTI will also provide ladders and ropes for cleaning in elevation areas.

**DIRECT TAXES REGIONAL TRAINING INSTITUTE, “PRAGYA”,
VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW**

SECTION- III

Eligibility and Qualification criteria to be met by the contractor for performing the required work/service

Qualification Criteria

1. This Invitation for Bids is open to all the reputed parties having at least three years of experience in providing Cleaning & Sanitation Services, with a turnover of at least Rs. 50 lakhs per year during the last two financial years (F.Y. 2008-09 & 2009-10) in this same line of business.
2. The bidder should possess all the statutory/non-statutory registrations, licences, permissions, approvals etc. from the Competent Authorities for providing the required services.
3. An Earnest money deposit (EMD) of Rs.15,000/- through demand draft favouring “Sr. Accounts Officer, ZAO, CBDT, Lucknow,” payable at Lucknow shall be enclosed with the pre-qualification bid. The EMD will be refunded to the unsuccessful bidders within twenty days after the award of the contract to the successful bidder. No interest will be payable on the EMD. The EMD of the successful bidder will be refunded upon furnishing the performance bank guarantee and signing the contract. In case the successful bidder fails to sign the contract, the EMD will be forfeited.

4. The financial bids will clearly state the total monthly amount to be paid to the personnel and such amount should not be less than the minimum wages payable as per the Minimum wages Act 1948 for Central Sphere. The bid quoting less than the amount of minimum wages for Central Sphere will be rejected.
5. The copies of three or more best contracts being presently executed by the bidder, having annual value of more than Rs Three Lakhs should be attached with the bid document.
6. The DTRTI will have right to selecting the suitable bidder most suited and responsive to its requirement , in the interest of having best services at best prices.

Eligibility Criteria

1. The tender forms comprising of Eligibility and qualification criteria (Annexure-1) and Financial bid (Annexure-2), and Form of Performance Guarantee (Annexure -3) duly filled and complete in all respects, shall be submitted in single sealed cover at Room 03 of the Administrative Block in the office of Administrative Officer, Direct Taxes Regional Training Institute, Pragma Bhawan , Vibhuti Khand , Gomti nagar, Lucknow by 4 PM on 18-03-2011. The sealed cover shall be superscribed with the words “Bid for Cleaning & Sanitation Contract”. The bids shall be opened on 25-03-2011 at 1600 hrs(4 PM) in the Conference Room, 2nd Floor, Administrative Block , DTRTI.
2. The bidder himself in case the bidder is an individual or a proprietorship concern, and in case of any company, partnership firm etc its duly authorized signatory, shall sign and stamp each page of the bid document as a token of having read and understood the terms and conditions therein, and submit the authorization also along with the filled in bid form.
3. All the bid documents shall be prepared in English language and serially numbered with index on the top. The prices and rates are to be written in both figures and words.
4. The bid may be rejected if it is not complete in any respect.
5. Furnishing of false, misleading, inaccurate information or particulars in the bid document or in any other manner shall lead to the disqualification of the bid and bidder at any stage or time. It shall also lead to termination of the contract, if awarded.
6. The DTRTI reserves the right to reject any or all the bids.

**DIRECT TAXES REGIONAL TRAINING INSTITUTE, “PRAGYA”,
VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW**

Section – IV

**Statutory and Contractual Obligations to be complied with by
the Contractor**

The contractor shall perform and comply with the following Statutory and Contractual Obligations :--

- (1) The contractor shall perform the works and deliver the services as mentioned in Section 1 of this tender document.
- (2) All the services and any other works of similar type as may be entrusted to the contractor from time to time by this institute (D.T.R.T.I.) are to be rendered without, causing any hindrance or disturbance to the D.T.R.T.I. staff working before and after normal working hours and shall be carried out effectively and in consequence and conformity with the standards of neatly maintained office premises
- (5) For providing satisfactory services as above under the contract, the supplier shall deploy a total number of 7 persons (one supervisor and six workers) who are medically fit, including one lady worker exclusively for ladies toilets.
- (6) The contractor's representative will personally supervise the work and will attend the complaints / suggestions recorded in the register maintained in the Institute on daily basis.
- (7) The workers deployed for cleaning will be checked by the security every day while coming to the premises and while leaving the premises.
- (8) All cleaning materials will be provided by the contractor.
- (9) The contractor will present the bill monthly which will be duly verified and certified by the Administrative Officer of the Institute that the service had been rendered satisfactorily during the preceding month.
- (10) The contractor shall deploy cleaning workers on all working days and Saturday for 8 hours duty per day including half an hour lunch break. The workers will be given a weekly off day.

- (11) The contractor shall provide suitable uniforms to the workers deployed by him for rendering the aforesaid services and shall also ensure that the uniforms are clean, tidy and are worn by them at all time while on duty.
- (12) The contractor shall provide all the cleaning and other materials like detergents, chemicals and other powders and solutions and antiseptics etc. and on failure to do so, the materials of the best quality shall be purchased by this Institute (DTRTI) from open market and the purchase amount with 10% service charge shall be recovered from his monthly bills.
- (13) The cost of all the cleaning tools, implements and materials etc. used in dusting, sweeping and cleaning the premises and also the cost of soap cakes, liquid soap, odonil purifiers and sufficient number of plastic mugs, buckets etc. for the use in the toilets are included in the contractual payment and that no extra amount will be claimed by or paid to the contractor towards these items.
- (14) The contractor shall use ISI Mark standard brands of approved quality of materials. The DTRTI reserves the right to check the material brought for cleaning at any time and reject them if not found suitable or upto the mark. It shall be the responsibility of the contractor to ensure that any damage / harm is not done to the buildings, walls, floors, doors etc. either by worker or by use of cleaning material or cleaning equipments etc. In case any such damage takes place, the loss as calculated by the DTRTI shall be recovered from the contractor.
- (15) The contractor shall communicate to the DTRTI the names, parentage, residential addresses, age, photograph, proof of the identity and proof of address etc. of the cleaning & sanitation workers deployed.
- (16) The Contractor shall get the police verification done of the credentials of the workforce to be employed by him in the Institute and keep the original thereof with him /them for production to the Institute as and when desired. However a certified copy of police verification shall be submitted to the Institute.
- (17). Cleaning & sanitation workers should not smoke or indulge in any unhygienic activities at any public place that are prohibited under the law.
- (18) The contractor shall maintain proper records of the attendance of the cleaning & sanitation workers engaged by it for rendering required services which shall be produced daily before the Administrative Officer for verification and the Institute shall recover one day's wages per day per person for short supply/deployment of workers.

- (19). The contractor will be paid the contracted amount per month for the above services and except the above amount this Institute will not pay anything either to the contractor or its workers. If additional workers in excess of the number specified in the contract are specifically required by the Institute on any occasion the payment for such additional worker shall be made to the contractor as per the minimum wages rate prescribed by the competent authority for the Central Sphere.
- (20). The contractor shall abide by the Minimum Wages Act 1948 and in case minimum wages payable is increased by the Central Government under the Minimum Wages Act 1948 and notifications thereunder by way of increase in Dearness Allowance , the contract amount will be correspondingly also increased by the same percentage as the increase in total Minimum Wages payable ordered by the Central Government .
- (21) The Contractor shall be solely and exclusive liable and responsible to its cleaning & sanitation workers or other workers for the following:
- i) The payment of wages, allowances and other benefits as per provisions of Minimum Wages Act 1948 or any other applicable act or enactments in force from time to time.
 - ii) The payment of compensation under the Workman's Compensation Act or any other applicable acts or enactments in case of injury or death of any of its worker.
 - iii) Any other allowances or benefits as admissible under different laws, rules and enactments to cleaning & sanitation workers or other workers, including weekly rest / off day's leave, national holidays etc.
- (22). The cleaning & sanitation workers / other workers deployed by the contractor for the work / service as specified in this document shall be the employees of the contractor / services provider for all intents and purposes and in no case shall a relationship of employer and employee between the said persons and the Institute accrue implicitly or explicitly.
- (23) The Contractor shall be duty bound to obtain and possess all the statutory registrations, licences permissions, approvals etc. from the Competent Authorities for providing required services as per the terms and conditions of the contract and furnish the copies thereof to the DTRTI as and when required. In case the contractor fails to do so, the contract shall be terminated.

- (24) The Contractor agrees and undertakes to bear all taxes, rates, charges, levies or claims whatsoever as may be imposed by the State/Central Govt. or any local body or any other authority.
- (25) The Contractor shall be responsible for any damage to the land & buildings, equipments, furniture & fixtures, vehicles, other items and articles within the DTRTI premises if such damage in the opinion of the Institute is due to negligence or carelessness or any fault on part of the contractor or its employees or workers or agents and the Contractor shall be liable to pay to the DTRTI such amount in respect of such damage as may be assessed by DTRTI.
- (26) Without prejudice to the preceding term of contract, the contractor will be liable to reimburse the DTRTI any cost or legal liability / penalty / fine imposed on the DTRTI by any authority, because of any misconduct or any act of omission or commission of the contractor or any of the workers / subcontractors / agents / any other persons deployed by the contractor.
- (27) The DTRTI shall make the contract payment as per the payment schedule mentioned below:
- (a) Monthly bills complete in all respects submitted by the contractor, will normally be paid within 30 days of submission. No advance payments shall be made.
 - (b) Following deductions/adjustments shall be made from the bills before making the payment:
 - (i) Income Tax deduction at source as per rules.
 - (ii) The amount equivalent to any damages /loss etc. caused to DTRTI which is attributable to the contractor, and
 - (c) any other charges (penalties and other deductions etc.).
- (28). Any change in the constitution or ownership of the concern of the contractor shall be notified forthwith by the contractor in writing to the DTRTI and such change shall not relieve any former member of the concern from any liability under the contract. No new person shall be accepted into the concern by the contractor in respect of this contract unless he/they agree to abide by all the instructions and terms & conditions of the contract.

- (29) Any change in worker/supervisor of the contractor must be informed to the campus supervisor and Administrative Officer of the Institute immediately.
- (33) The DTRTI reserves the right to reject any particular worker/supervisor employed by the Contractor for this contract without assigning any reason thereof. Such staff will have to leave the campus at short notice and will be replaced by the suitable substitute. The Contractor shall furnish a detailed list of his employees deployed under this contract along with their addresses, photo identity proof to the Campus Supervisor and Administrative Officer of the Institute.
- (34) The workers of the contractor shall have no right to stay in the campus beyond their duty hours.
- (35) The E.M.D. (i.e.Rs.15,000/-) submitted by the Contractor with the pre-qualification bid, would be held by the Institute as Security Deposit and shall be refunded upon furnishing the performance bank guarantee and signing the contract. No interest shall be payable by the Institute on EMD.
- (36) The contractor will be required to deposit a **Performance Bank Guarantee from a Scheduled Commercial Bank @ 10%** of the annual value of the contract as security for due fulfillment of the contract. The Bank guarantee should be executed in the proforma in **Annexure-3**. It should be valid till the expiry of twenty four (24) months period after the date of awarding the contract by the DTRTI. The bank guarantee must be submitted within 10 days from date of award of contract. This security shall be liable to forfeiture in the event of any breach or non-observance of the terms of the contract by the contractor or premature termination of the contract on part of the contractor for any reason. The performance bank guarantee will be renewed by the contractor, if the contract is extended after the normal expiry period of the contract.
- (37) If the contractor fails to deploy requisite number of workers as per the terms of the contract or their staff is found missing, the Institute shall impose a penalty of Rs. 500/- per person per day for shortage of staff.
- (38) The Institute shall have the right to withhold any reasonable sums from the amounts payable to the Contractor under this contract, if the Contractor commits breach of any of the terms and conditions with regard to payment of all statutory and other dues or compliance with statutory or other obligations.

- (39) After the award of contract, the contractor shall be initially on trial for two months, subject to fortnightly review of performance. The continuance of the contract for the remaining period shall be subject to the satisfactory performance during the trial period.
- (40) This agreement shall be in force only for a period of one year from the date of execution of the contract and may be extended for a further period of maximum twelve months at a time after a review of Contractor's performance at the sole discretion of the DTRTI on the same terms and conditions.
- (41) In the event of instances of the gross misbehavior, theft, burglary, moral turpitude, misuse of the occupied area, breach of contract, unsatisfactory services etc. by the Contractor or by any staff/agent of the Contractor, the DTRTI may forthwith terminate this Contract summarily without previous notice to the contractor and Contractor shall have no claim whatsoever against DTRTI or any of its officers in consequence of such termination.
- (42) In case the Contractor assigns or sub-contracts this contract to some other person or attempts to do so, the Institute shall have the right to terminate the agreement without giving any notice to the contractor,
- (43) On termination of contract by the Institute for any reason whatsoever, the Institute shall be entitled to engage the services of any other person, agency or Contractor to meet the requirements without prejudice to its rights including claim for damages against the Contractor.
- (44) The Performance Bank Guarantee will be released by the DTRTI on the expiry of the contract only if all the articles have been handed over to the DTRTI and the equipment and property under the security of the Contractor have not been damaged. In case of any damage to the articles, equipment or property attributable to contractor, an amount equivalent to the damages will be intimated to the contractor and will have to be paid by the contractor before the Performance Bank Guarantee is released. In case of delay of more than 15 days in payments, the DTRTI may, at its discretion, recover the same amount from the Performance Bank Guarantee.
- (45) The Contractor shall co-operate with the other Contractors/service providers and their workers working in the campus.
- (46) The expressions Commissioner, DTRTI shall mean and include an acting/officiating Commissioner/Director, DTRTI, Lucknow

- (47) All disputes arising out of this contract shall be subject to the jurisdiction of Courts of Lucknow District.
- (48) However, no dispute shall be taken by either of the parties to the contract , to any court of law without first requesting it to be referred to a mutually acceptable arbitrator, under the relevant arbitration law, and any decision of such arbitrator will be final and binding on both parties, and shall not be appealable in any court of law, except on the grounds of malafide or perversity. Such an arbitrator would be of a rank of at least the Joint Secretary to the Government of India and still serving.
- (49) The DTRTI as well as the contractor will have the right to unilaterally terminate the contract at any time , without specifying any reasons for the same , by giving a one months notice to the other party. In such a case the contractor will have no claim over the DTRTI except the performance guarantee which will be returned back within ten days of such a termination of the contract or after payment by contractor of any damages due, whichever is later.
- (50) The contractor will replace the liquid soap, room freshener , air freshener , soap etc promptly as and when it is required.

**DIRECT TAXES REGIONAL TRAINING INSTITUTE,
“PRAGYA”, VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW**

**Eligibility and Qualification Criteria Details for hiring of Cleaning &
Sanitation Services**

1. Name of the concern :
2. Address of the concern
(with telephone No. , Fax & E-mail)
3. Name and address of the :
Partners/Directors/Proprietor with mobile no.
(in case of firm/company/proprietorship)
4. Contact person(s) (with mobile number) :
5. Whether the concern has experience of at least : Yes/No
three years in providing Cleaning &
Sanitation Services
6. If yes, please furnish the names and addresses
of all organizations to whom services are :
being provided during the last three years.
Also attach self certified copies of any three
contract /agreement with annual contract
value exceeding Rs 3 Lakhs.
7. Whether the concern has turnover of Rs. 50
lakhs during the F.Y. 2008-09 and 2009-10. If : Yes/No
yes, attach the certified copies of accounts
including P & L A/c and Balance Sheet for
both the years as filed in the Income Tax
Department.
8. Whether the concern possesses all the
statutory/non- statutory registrations, : Yes/No
permissions, approvals etc. from the
Competent Authorities for providing required
Cleaning & Sanitation Services as per the
terms and conditions of the bid document.

9. Details of Earnest Money Deposit.

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge and belief. In case any deviation /discrepancy is found in the above statement at any stage, the contract will be terminated immediately and the concern will be blacklisted.

(Signature of owner or authorized Signatory with date)

Annexure-2

**DIRECT TAXES REGIONAL TRAINING INSTITUTE,
“PRAGYA”, VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW**

Financial Bid for hiring of Cleaning & Sanitation Services

1. Name of the concern :
2. Address of the concern
(with telephone No. , Fax & E-mail)
3. Name and address of the Partners/Directors :
/Proprietor with mobile no. (in case of
firm/company/Proprietorship)
4. Contact person(s) (with mobile number) :
5. No of years of experience in providing Cleaning & Sanitation Services :
6. Total turnover in same line of business :
during (i) F.Y. 2008-09
(ii) F.Y. 2009-10
7. Permanent Account Number :
8. Service Tax Registration Number :
9. Whether the concern possesses all the statutory/non- statutory registrations, permissions, approvals etc. from the competent authorities for providing required Cleaning & Sanitation Services as per the terms and conditions of the bid document. : Yes/No
10. (a) Charges per month : Please note that the charges should not be below the minimum wages payable for the Central Sphere as per the Minimum Wages Act 1948.

Category	Charges per person per month (in `)	Total charges per month (in `)
Cleaning & Sanitation Workers		
Supervisor		
	Total

(b) Commission/service charges of the

- concern per month. :
- (c) Cost and quality of Materials separately :
indicated with details annexed .
- (d) Total charges per month (a+b+c) :
- (e) Please specify applicable taxes along with
rate of Tax in addition to 'd' above.

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge and belief. I further certify that I shall abide by the provisions of the Minimum Wages Act 1948. In case any deviation/discrepancy is found in the above statement at any stage, the contract will be terminated immediately and the concern will be blacklisted.

(Signature of authorized Signatory with date)

ANNEXURE-3

**DIRECT TAXES REGIONAL TRAINING INSTITUTE,
"PRAGYA", VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW**

**FORM FOR PERFORMANCE GUARANTEE
IN CONNECTION WITH HIRING OF Cleaning & Sanitation SERVICES**

To

The President of India

WHEREAS (name of address of the contractor)
..... (hereinafter called "the contractor") has undertaken, in pursuance of
contract no. Dated
..... to supply Cleaning & Sanitation Services (hereinafter called "the
contractor").

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

AND WHEREAS we have agreed to give the contractor 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
(amount of the guarantee in words and figures), and we undertakes to pay you, upon
your first written demand declaring the contractor to be in default under the contract
and without cavil or argument, any sum or sums within the limits of (amount of
guarantee) as aforesaid, without you 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
contractor 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 contractor 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 of, 20

(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

(Bank's common seal)