



भारत सरकार/Government of India  
परमाणु ऊर्जा विभाग/Department of Atomic Energy  
क्रय एवं भंडार निदेशालय/Directorate of Purchase & Stores



## INVITATION TO TENDER

Director, Directorate of Purchase and Stores, Department of Atomic Energy, Government of India, for and on behalf of the President of India, invites Online Bids for Cosmetic Maintenance cum multitasking services (Unskilled) and Data entry, filing, dispatch of files, Letters and allied office Job (Semiskilled) in DPS, V.S. Bhavan.

Bidders interested to submit the bid are requested to go through the contents of Tendering Conditions, General terms and conditions and special condition of the contract. Bidders have to ensure that the bid is submitted online on or before the due date and time indicated in the NIT and upload signed undertaking in Annexure - IV appended herewith.

Intending bidders may inspect the premises/area, if they so desire, covered by the service contract to acquaint with the prevailing conditions so as to enable them to reasonably assess the requirements for giving the service on any working day between 11.00 hrs to 12.00 hrs and 14.00 hrs to 16.00 hrs with prior appointment of Dy. Director, Directorate of Purchase & Stores – HQ(L)/CSU, DPS at the above address.

The bidders who are quoting for both the items together will only be considered for evaluation of bids and evaluation will be on overall lowest basis.

Assistant Purchase Officer

## **DEFINITIONS AND INTERPRETATIONS**

In the invitation to the tender, tendering condition, contract and general conditions of the contract and special conditions of the contract, unless the context otherwise, the following interpretation shall be valid.

“BID” shall mean the quotation in response to the NIT submitted online with EMD, within the period mentioned in the NIT.

“BIDDER” shall mean an individual, a firm, a limited liability partnership, a company whether incorporated or not, an association of person or joint venture who has submitted a bid to execute the contract and shall be deemed to include his successors, heirs, executors, administrators and permitted assignees, as the case may be.

“CONTRACTOR” means a successful bidder with whom a contract agreement has been entered into by the purchaser and shall be deemed to include his successors, heirs, executors, administrators and permitted assignees, as the case may be.

“CONTRACT” OR “SERVICE CONTRACT” means and comprises of a letter or e-mail or ink signed or digitally signed document issued/sent by the purchaser conveying acceptance of bidder’s bid submitted in response to the invitation to tender, tendering conditions, general and special conditions of contract specified in the NIT within the validity of the bid and any subsequent amendments/alterations thereto made on the basis of mutual agreement.

“DELIVERY PERIOD” means date of completion of contract and its obligations as stipulated in the contract.

“THE PRESIDENT” means the President of India and his successors.

“DIRECTOR, DIRECTORATE OF PURCHASE AND STORES” means the Director, Directorate of Purchase and Stores, Department of Atomic Energy, Government of India.

“SECURITY DEPOSIT/BANK GURANTEE (SDBG)” means the deposit made in the form and manner specified in this document by contractor towards satisfactory performance of the contract.

“HINDRANCE” means an event resulting in stoppage or delay of work because of purchaser as recorded by the contractor and authenticated by the purchaser

“INSPECTOR” or “QUALITY SURVEYOR” means any officer nominated and deputed by the department or their appointed consultants or quality

surveillance agency or any other person authorized by the purchaser from time to time to act as his representative for purpose of inspection of the quality of the work under the contract.

“Notice Inviting Tender (NIT)” means invitation to tender, tendering condition, general conditions of contract, special conditions of contract, if any, and any other document mentioned thereto.

“PARTIES” mean the parties to the contract, i.e., the contractor and the Contract assignor (DPS) named in the contract.

“PURCHASER” means Director, Directorate of Purchase and Stores, Department of Atomic Energy, Government of India, acting on behalf of the President of India for the time being the administrative in-charge of Directorate of Purchase and Stores or any other authorized officer and includes his successors or assignees.

## **PART – A**

### **TENDER CONDITIONS**

#### **MANNER AND METHOD FOR SUBMISSION OF BIDS**

1. All bids in response to this invitation shall be submitted online (at <https://etenders.dpsdae.gov.in>) on or before the due date and time for the submission and in accordance with the format provided by the purchaser. Physical bid or bid in any other mode shall not be accepted.
2. Possession of valid Digital Signature Certificate (DSC) and enrolment of bidders on the e-tender portal of DPS are prerequisites for e-tendering.
3. The Bid consists of two parts : Part (I) – Techno Commercial, Part (II) – Price Bid
4. Part (I) – Techno Commercial will be opened first on the due date mentioned in the tender document.
5. The bidders who qualify in Part (I) – Techno Commercial only will be considered for opening of Part (II) – Price Bid.
6. The Techno Commercial bid shall contain :
  - (i) Documentary proof of the bidder having executed an order of not less Rs.40,00,000/- or two orders of not less than Rs.20,00,000/- in each case at least once in the preceding three years for similar line of activities.
  - (ii) IT returns for the last three years
  - (iii) Bank solvency certificate not less than 40% of the Tendered Value
  - (iv) A copy of Goods and Service Tax Registration Certificate.
7. The bidder shall indicate the lump sum cost including the cost of materials for a period of **one year** for cosmetic maintenance in the part (ii) price bid format, as per the purchaser's specifications in the tender.
8. The bidder shall quote separately for cosmetic maintenance and data entry and allied office job in price bid format. Bidder quoting for both the items only will be considered. Quote received for any of the single item will be summarily rejected. Bid will be evaluated on overall lowest basis.

9. Each bidder shall submit only one bid for a tender. All bids of bidder who submits more than one bid for the same tender will be rejected without assigning any reasons.
10. If a bidder submits bid on behalf of two principals or if the bidder and his sister concern participates in the same tender or such instances where participation of any bidder leads to conflict of interest, the bid will be rejected without any notice to the bidder.
11. In respect of matters pertaining to the contract, bidder shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union or organisation. All disputes, differences, clarifications etc. arising out of this contract will be represented by bidder himself or by his legal representative in Mumbai only.
12. Bid having deviations from Invitation to tender, tender conditions and general conditions shall be rejected out rightly.
13. The officer inviting tenders reserves the right to withdraw or amend any of the terms and conditions contained in the Tender Document and also have the right of rejecting all or any of the tenders without assigning any reason. The decision of Director, Directorate of Purchase and Stores in this regard shall be final.
14. "No near relative" of the bidder/firm/company be working/employed in the Directorate of Purchase and Stores.
15. The bidder should upload the Undertaking acknowledging that he/they had read all the terms and conditions of the Contract and they agree to abide by and fulfil all the conditions contained in the "General Terms and Conditions of the Service Contract".

### **OPENING OF BIDS**

Unless otherwise preponed or postponed the bids will be opened Online on the date and time of opening mentioned in the Notice Inviting Tender (NIT)

### **DECLARATION OF HOLIDAY**

If the date specified for opening the tender is declared as holiday by the Competent Authority due to any reason whatsoever, then the date for opening of the tender shall automatically get postponed to the next working day.

**VALIDITY OF BID**

The bid shall be valid for **Ninety** days from the date of opening of the tender.

**PRICE**

The prices quoted must be FIRM during the currency of the contract.

## **PART - B**

### **GENERAL TERMS AND CONDITIONS OF THE SERVICE CONTRACT FOR**

- A. COSMETIC MAINTENANCE CUM MULTI TASKING SERVICES (UN SKILLED)
- B. DATA ENTRY, FILING, DISPATCH OF FILES, LETTERS AND ALLIED OFFICE JOB (SEMI SKILLED)

#### **1. SECURITY DEPOSIT**

- 1.1 The successful bidder shall furnish an amount equivalent to 3% of the value of the contract towards Performance Security Deposit at the time of signing of agreement within 10 days of issue of bid acceptance letter. The performance security deposit will be furnished in form of Demand Draft drawn in favour of "Pay & Accounts Officer," DPS, payable at Mumbai or bank guarantee as per the format given in Annexure - V.
- 1.2 Security Deposit shall not bear any interest for any period whatsoever, and therefore, interest shall not be payable by DPS on the Security Deposit or any amounts payable to the Contractor under the contract.
- 1.3 Security Deposit shall be liable for appropriation/adjustment against any liquidated damages for delayed execution. If the contractor fails or neglects to perform any of his obligations it shall be lawful for DPS to forfeit either whole or part of the Security Deposit furnished by the contractor after issuing a "SHOW CAUSE NOTICE" to the contractor.
- 1.4 The Security Deposit shall be considered for adjustment against liquidated damages only at the time of final conclusion of the contract and final settlement of the account.
- 1.5 All the compensation or other sum of money payable by the contractor under the terms of this contract may be deducted from Security Deposit or from any sum which may be due or may become due to the contractor by DPS on any account whatsoever and in the event of his security deposit reduced by any reason of such deduction, the contractor shall within ten days make good the amount required, to make good in full the security deposit. Otherwise the said balance in full shall be collected from the bills of the contractor.
- 1.6. Security deposit shall be refunded without any interest whatsoever after the satisfactory completion of the contract in all respect but not later than sixty days of all such obligations under the contract.

## **2. STATUTORY LEVIES**

- 2.1 Taxes should be indicated separately in the appropriate column

## **3. VALIDITY OF THE CONTRACT**

The contract will be for a period of one (1) year from the date of award of the contract and Directorate of Purchase & Stores may, if required extend the period of contract for another one year on same rate, and conditions on mutual consent.

## **4. PRICE**

DPS shall not be responsible for any escalation in the prices of materials or any other cost whatsoever except GST and the Contractor rates and the contractor's obligation shall remain unaffected. Price shall remain firm throughout the currency of the contract.

## **5. QUALITY OF WORK**

- 5.1 The work is to be carried out with due diligence and with best workmanship. The material used shall be of good quality and the same shall be subject to approval of authorized representative, whose decision as to the rate of progress and quality of work or material shall be final.
- 5.2 If the work is not carried out satisfactorily and any deficiency in the number of activities or quality of work, Proportionate amount shall be recovered from the contractor's bill subject to a minimum of Rs.500/- for each day of such deficiency.
- 5.3 The contractor shall appoint a full time supervisor for supervising the work and also co-ordinate with officer concerned to carry out the day-to-day work in a smooth and efficient manner.

## **6. DAMAGES**

- 6.1 If the contractor/s or his/their employees break, deface, injure or destroy any part of the building in which they may be working or/any building, road curbs, fence, enclosure water pipes, cables, drain, electrical or telephone posts or wires, any other office equipment/furniture, the contractor shall make good the same at his/their expenses, and in the event of his/their refusing or/failing to do so, the damage shall be repaired at his/their expense and shall deduct the cost from any sums due, or which become due to the contractor/s.



## **7. TERMINATION OF THE CONTRACT**

- 7.1 Purchaser reserves the right to terminate the contract without any financial obligation on the part of DPS. In the event of cancellation of the contract for any reasons, payment for the services carried out will be made on pro-rata basis.

## **8. DEPLOYMENT OF MANPOWER**

- 8.1 **The work specified in this tender shall be carried out with not less than 2160 man-hours per month for Cosmetic Maintenance cum multitasking services and with not less than 984 man-hours for** Data entry, filing, dispatch of files, Letters and allied office Job (Semiskilled). Contractor shall ensure equal distribution of man power for uninterrupted and satisfactory performance during the currency of the contract.
- 8.2 The Contractor shall maintain a panel of sufficient number of persons with valid Police Verification Certificate for satisfactory performance of the contract and to compensate for the shortage of persons engaged at time during the currency of the contract.
- 8.3 The persons deployed by the Contractor for the above work shall be subject to the security regulations of the Department and should have valid Police Verification Certificate.
- 8.4 The persons engaged by the Contractor shall be provided with proper uniform. The uniform provided to Cosmetic Maintenance cum multitasking services (unskilled) and Data entry, filing, despatch of files, letters and allied office job (semiskilled) should be distinguishable from each other and the same may be got approved from the department.
- 8.5 Persons engaged by the Contractor for executing the jobs is purely the responsibility of the contractor and they will have no claim/liability on DPS.
- 8.6 It will be the responsibility of the Contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by the contractor in this office, and this office will have no liabilities in this regard.

8.7 The contractor shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the contractor in the course of their performing the functions/duties, or for payment towards any compensation.

## **9. LABOUR WELFARE MEASURES AND WORKMEN COMPENSATION**

9.1 This contract will be bound by provisions of Workmen's Compensation Act, 1923.

9.2 Workman compensation Insurance covering for all the persons engaged by the Contractor shall be taken by the contractor for the entire period of the contract and proof of the same shall be submitted to this office on commencement of the contract.

9.3 The Contractor shall provide necessary safety appliances/protective clothing, Hand gloves, Face mask etc. as may be required for safe execution of the contract.

## **10. Working Hours**

10.1 Service of the Cosmetic Maintenance cum multitasking services (unskilled) will be from 8:00 to 16:30 hrs from Monday to Friday with a 30 minutes lunch break and two Saturdays in a month for extensive cleaning.

10.2 Service of the Data entry, filing and dispatch of files, Letters and allied office Job (semiskilled) will be from 9:15 to 17:45 hrs from Monday to Friday with a 30 minutes lunch break.

10.3 The services may be called upon on Saturday, Sunday or any Gazetted holidays also, if required. Contractor shall grant a substituted holiday to the person deployed on holidays immediately before or after the normal weekly holiday.

## **11. PAYMENT OF WAGES**

11.1 The Contractor shall pay to person deployed the wages which will not in any way, be less than the minimum wages as notified by Government from time to time.

- 11.2 The wages shall be paid on a monthly basis to the persons engaged by the contractor for the work on or before 10<sup>th</sup> day of every month.
- 11.3 Where the employment of any person deployed by the contractor is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- 11.4 All the wages shall be paid by ECS mode only and copy of the same should be submitted in the following month bill.
- 11.5 Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the payment of wages act 1936, the Payment of Wages Rules, 1937, the Payment of Wages (Amendment) Act, 2017 (No. 1 of 2017).
- 11.6 The Contractor shall be responsible for providing all statutory benefits to the personnel employed by him including off day(s) & national holidays, EPF, ESI etc.
- 11.7 The Directorate of Purchase and Stores shall be bound to contest any claim made under it, under Section 12 sub-section (i) of the said act, except on the written request of the contractor/s and upon his/their giving to Directorate of Purchase and Stores full security for all costs for which DPS might become liable in consequence contesting such claims.

## **12. MODE OF PAYMENT**

- 12.1 Online payment to the contractor will be made on monthly pro-rata basis on submission of the GST compliant invoice in triplicate addressed to Pay& Accounts Officer, DPS, V.S. Bhavan, Mumbai, duly certified by Asst.Stores Officer, HQ(L). The monthly bill shall be submitted by the contractor by the first week of every month.

## **13. MAINTAINING OF RECORDS**

The Contractor shall maintain muster roll & wage register of all persons deployed by him for the work under contract and same shall be submitted along with monthly bills.

The Contractor shall have to maintain all the records and registers as may be required under existing, future labour laws and rules, framed there under or under any other statutory provisions, from time to time. Such of the records/registers shall be made available for perusal/inspection by any officer nominated by Director, Directorate of

Purchase & Stores or by any other statutory/competent authority as and when required.

The Contractor shall allow inspection of all the prescribed labour records to any of his Housekeeping (unskilled) or Clerical (semiskilled) or to his agent at a convenient time and place after due notice is received or to the labour officer or any other person, authorized by the Central Government on his behalf for Submission of Returns. The Contractor shall submit periodical return as may be specified from time to time.

#### **14. COMPLIANCE WITH LAWS AND REGULATIONS**

Contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable bye-laws and rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or Directorate of Purchase and Stores, municipal boards or other regulatory or authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable laws.

#### **15. FORCE MAJEURE**

##### **15.1 DEFINITION OF FORCE MAJEURE**

Force Majeure shall mean any event which is beyond the control of the contractor or the seller, as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the contract, such as :-

War, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.

Rebellion, insurrection, mutiny, usurpation of civil or military government, civil commotion

Sale restriction, confiscation, nationalization, mobilization, commandeering or requisition by or under the order of Central, State Government or Local Authority in India or any other act or failure to act, of any local, state or national government in India.

Riot

State/region/country wide transporters strike

Earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone hurricane, storm, lightning and pressure waves or other natural disaster

Nuclear event causing nuclear radiation, radioactive contamination

## 15.2 NOTICE OF FORCE MAJEURE

If either party is prevented, hindered or delayed from or in performing any of its obligations under the contract by an event of force majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen days after the occurrence of such event. A party shall give notice to the other party when it ceases to be affected by the force majeure. Failure to notify the seller about occurrence of such event within the time frame specified, the contractor shall have no right to claim any provisions under clause 15.4 below (consequences of force majeure).

## **16. DUTY TO MINIMIZE THE EFFECT**

The party or parties affected by the event of force majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the contract and to fulfill its or their obligations under the contract.

## **17. CONSEQUENCES OF FORCE MAJEURE**

The party who has given notice of force majeure shall be excused from the performance or punctual performance of its obligations under the contract for so long as the relevant event of force majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The delivery time will be re-fixed in accordance with clause 17, even though such force majeure event may occur after contractor's performance of his obligations has been delayed for other cause. No delay or non-performance by either party hereto caused by the occurrence of any event of force majeure shall constitute a default or breach of the contract give rise to any claim for damages or additional cost or expense occasioned thereby; if and to the extent that such delay or non-performance is caused by the occurrence of an event of force majeure. If the performance of the contract is substantially prevented, hindered or delayed for a single period of more than sixty days or an aggregate period of more than one hundred and twenty days on account of one or more events of force majeure during the currency of the contract, the parties will attempt to develop a mutually satisfactory solution.

## **18.LIMITATIONS**

Anything in this Contract to the contrary notwithstanding the affected party shall not be relieved from obligations under this contract to the extent any gross negligence of the affected party aggravates the force majeure event; and Force majeure shall not apply to obligations of either party to make payments to the other party under the contract.

## **19. HINDRANCES**

The contractor is required to maintain hindrance register for reporting hindrance if any, while executing the work as per Annexure - VIII. The contractor shall get record of hindrances in the hindrance register(s) approved/ endorsed by the nominated officer of DPS. Such hindrance in the work endorsed by the seller will only be taken into consideration for granting delivery date re-fixation.

## **20. DISPUTE REDRESSAL**

**Resolution of Disputes:** All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the contract or after its completion, or its cancellation/termination, as the case may be, shall be referred by the contractor to the "Director, DPS" through a "Notice of Dispute." Provided that no such notice shall be served later than 15 days from the date of the incidence of dispute or cancellation/ termination order served upon the contractor or after the date of validity of the contract. The Director, DPS shall, within 30 days after receipt of the contractor's "Notice of Dispute", notify the constitution of dispute redress committee hereinafter referred to as "DRC" to the contractor.

The DRC shall be constituted, as far as possible within 30 days and it shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of the contract. The DRC shall have three members, one officer from DPS Stores Unit, one officer from DPS Accounts Wing and one officer from a constituent DAE Unit.

If the parties agree to settle the dispute, they shall draw up and sign a written settlement agreement duly signed by the parties including the DRC members. When the parties sign the settlement agreement, it shall be final and binding on the parties.

Till finalisation of the DRC recommendation, the parties shall not initiate any arbitral or judicial proceedings in respect of all disputes which are subject matter of the DRC proceedings.

The committee proceedings shall be terminated as per the provisions of Section 76 of „The Arbitration and Conciliation (Amendment) Act, 2015 and as amended from time to time.

## **21.ARBITRATION**

### **21.1 Demand for Arbitration:**

21.1(i) In the event of any unsettled issues or dispute(s) or difference(s) between the parties hereto as to the execution of this contractor the respective rights and liabilities of the parties specified in the contract on any matter in question, or any payment to which the contractor may claim to be entitled to remain unresolved even after submission of final recommendation of DRC, the contractor within 30 days from the date of the recommendation of the DRC on the disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

21.1(ii)(a)The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the seller, shall be referred to arbitration and other matters shall not be included in the reference.

21.1(ii)(b)The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment) Act, 2015 and as amended from time to time, if they agree for such waiver in writing, after dispute having arisen between them, in the format given under Annexure - VI of these conditions.

21.1(iii)(a)The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the seller.

21.1(iii)(b)The claimant shall submit his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

21.1(iii)(c) The seller shall submit its defence statement and counter claim(s), if any, within a period of 30 days of receipt of copy of claims from the

Arbitral Tribunal, unless otherwise extension has been granted by the Arbitral Tribunal.

21.1(iii)(d) Place of Arbitration: The place of arbitration would be at the place from where the contract was issued or Mumbai as decided by the Director, DPS.

21.1(iv) No new claim shall be added during arbitral proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by the Arbitral Tribunal having due regard to the delay in making it.

21.1(v) If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 5 working days of receiving the intimation from the seller, he/they will be deemed to have waived his/their claim(s) and the seller shall be discharged and released of all liabilities under the contract in respect of these claims.

21.2 Obligation During Pendency of the Arbitration: Work under the contract shall, unless otherwise directed by the seller, continue during the arbitration proceedings, and no payment due or payable by the seller shall be withheld on account of such proceedings, provided, however, it shall be open for the Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

21.3 Appointment of Arbitrator:

21.3(a) Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off:

21.3(a)(i) In cases where the total value of all claims in question added together does not exceed Rs.25,00,000/- (Rupees Twenty five lakh), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a gazetted officer of DPS/DAE Unit/DAE not below the rank of Stores Officer/Deputy Controller of Accounts, nominated by the Director, DPS. The sole arbitrator shall be appointed by Director, DPS within 30 days from the day when a written and valid demand for arbitration is received by the Director, DPS.

21.3(a)(ii) In cases not covered by the Clause 21.3(a)(i) the Arbitral Tribunal shall consist of a panel of three gazetted officers of DPS/DAE Unit/ DAE not below the rank of Deputy Director/Joint Controller of Finance and Accounts or 2 gazetted officers of DPS/DAE not below the rank of Deputy Director/Regional Director/Joint Controller of Finance and Accounts and a retired officer of DPS/DAE Unit/DAE, retired not below the rank of Joint Director/Joint Controller of Finance and Accounts/Regional Director/Scientist „H□ working



in the DAE, as the arbitrators. For this purpose, the Director, DPS will send a panel of at least four (4) names of gazetted officers of one or more Units of the DAE/DAE which may also include the name(s) of the retired officer(s) empanelled to work as DPS Arbitrator to the Contractor within 30 days from the day when a written and valid demand for arbitration is received by the Director, DPS.

The Contractor will be asked to suggest to Director, DPS at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of such request by the Director, DPS. The Director, DPS shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the „presiding arbitrator“ from amongst the 3 arbitrators so appointed. The Director, DPS shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees.

21.3 (a)(iii) The serving officer working in Arbitral Tribunal in the ongoing arbitration cases as per clause 21.3(a)(i) and clause 21.3(a)(ii) above, can continue as arbitrator in the Arbitral Tribunal even after his retirement.

21.3 (b) Appointment of Arbitrator where applicability of Section 12 (5) of Arbitration and Conciliation Act has not been waived off:

21.3(b)(i) In cases where the total value of all claims in question added together does not exceed 50,00,000/- (Rupees fifty lakh), the Arbitral Tribunal shall consist of a retired officer of DPS/DAE Unit/DAE, retired not below the rank of Joint Director/Joint Controller of Finance and Accounts/Regional Director/Scientist 'H', as the arbitrator. For this purpose, the Director, DPS will send a panel of at least four (4) names of the retired officers empanelled to work as DPS Arbitrator duly indicating their retirement dates to the contractor within 30 days from the day when a written and valid demand for arbitration is received by the Director, DPS. The contractor will be asked to suggest to Director, DPS at least 2 names out of the panel for appointment as arbitrator within 30 days from the date of dispatch of the request by the Director, DPS. The Director, DPS shall appoint at least one out of them as the arbitrator.

21.3(b)(ii) In cases where the total value of all claims in question added together exceed 50,00,000/- (Rupees fifty lakh), the Arbitral Tribunal shall consist of a panel of three (3) retired officers of

DPS/DAE Unit/DAE, retired not below the rank of Joint Director/Joint Controller of Finance and Accounts/Regional Director/Scientist „H□, as the arbitrators. For this purpose, the Director, DPS will send a panel of at least four (4) names of retired officers empanelled to work as DPS Arbitrator duly indicating their retirement date to the contractor within 30 days from the day when a written and valid demand for arbitration is received by the Director, DPS.

The contractor will be asked to suggest to the Director, DPS at least 2 names out of the panel for appointment as the contractor's nominee within 30 days from the date of dispatch of the request by the Director, DPS. The Director, DPS shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. The Director, DPS shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the date of receipt of the names of the contractor's nominees.

21.3(c)(i) If one or more of the arbitrators appointed as above refuses to act as an arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the Director, DPS fails to act without undue delay, the Director, DPS shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Arbitral Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).

21.3(c)(ii)(a) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.

21.3(c)(ii)(b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of the Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Arbitral Tribunal to deal with the dispute(s) submitted to the arbitration,

applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of Arbitral Tribunal should be provided to both the parties.

21.3(c)(iii)(i) Qualification of Arbitrator(s):

21.3(c)(iii)(i)(a) Serving gazetted officers of not below Stores Officer, DPS/Deputy Controller of Accounts, DAE Grade level.

21.3(c)(iii)(i)(b) Retired officers not below Joint Director, DPS/Joint Controller of Finance and Accounts /Regional Director, P&S/Scientist 'H' Grade one year after his date of retirement.

21.3(c)(iii)(i)(c) Age of arbitrator at the time of appointment shall be below 70 years.

21.3(c)(iii)(i)(ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.

21.3(c)(iii)(i)(iii) While appointing arbitrator(s) under Sub-Clause 21.3(a)(i), 21.3(a)(ii), 21.3(b)(i) & 21.3(b)(ii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contractor relates or who in the course of his/their duties as DPS official(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per Annexure-VII shall be taken from the Arbitrators also. The proceedings of the Arbitral Tribunal or the award made by such Arbitral Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

21.3(d)(i) The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom.

21.3(d)(ii) A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Arbitral Tribunal and interpretation of a specific point of award to Arbitral Tribunal within 30 days of receipt of the award.

- 21.3(d)(iii) A party may apply to Arbitral Tribunal within 30 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
- 21.4 In case of the Arbitral Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of Arbitral Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 21.5 Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- 21.6 The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s) and the fees shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure - VI to these condition after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) shall be as per schedule IV of the Arbitration and Conciliation (Amendment) Act, 2015 and as amended from time to time, irrespective of the fact whether the arbitrator(s) is/are appointed by the seller or by the court of law unless specifically directed by Honourable court otherwise on the matter.
- 21.7 Subject to the provisions of the aforesaid Arbitration and Conciliation (Amendment) Act,2015 and as amended from time to time and the rules there under and relevant para of General Conditions of Sale (GCS) and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this clause.

22 The purchaser is required to abide by the restrictions imposed by the Unit concerned.

23 NOTE :

In the event of any dispute in the interpretation of the terms and conditions of this tender in Hindi version, the English version shall be taken into consideration for settlement.

24. JURISDICTION

The courts within the local limits of whose jurisdiction the place from which the contract is issued shall only have jurisdiction to deal with and decide any matter arising out of this contract.

25. **Termination of Contract**

- 25.1 In case of non-compliance of the terms and conditions of the contract, the contract shall be terminated forthwith without notice and security deposit shall stand forfeited.
- 25.2 In case of unsatisfactory performance, the contract shall be terminated with one month notice and security deposit forfeited.
- 25.3 Director, Directorate of Purchase & Stores may put an end to the agreement at his option with one month notice, and in the case of bad work or material the Director, Directorate of Purchase & Stores may remove the same and have them replaced, deducting the value of the work rejected or materials removed, or the cost of replacing the same as may consider proper from any amount due, or that may become due to the party.

26. **Confidentiality Clause**

- 26.1 The Contractor or his representatives/employees shall not divulge to anyone any information obtained during the course or work.
- 26.2 Prohibition against use of Directorate of Purchase & Stores name without permission for publicity purpose. The Contractor or sub-contractor, consultant, advisor or the employee engaged by the Contractor, shall not use Directorate of Purchase & Stores name for any publicity purpose through any public media like Press, T.V., Radio or Internet without the prior written approval of Director, Directorate of Purchase & Stores.
- 26.3 The Contractor shall ensure that any details of office, operational process, technical knowhow, security arrangements, and administrative/ organizational matters are not divulged or disclosed to any person by its personnel deployed in this office and **utmost secrecy and confidentiality must be maintained.**

**ANNEXURE - I****SPECIFICATIONS AND SCOPE OF WORK****1)COSMETIC MAINTENANCE, MULTITASKING**

<b>Sr.</b>	<b>Specifications of the work</b>	<b>No. of operations</b>
1	Sweeping and moping of passages, office areas, stair cases including canopies, officer's cabins, collecting waste papers from waste paper baskets. (i) Sweeping with soft brooms, moping with solution of water mixed with dettol/detergent-moping repeated with plain water.	Once a day
2	Cleaning of latrines, toilet blocks, wash basins, urinals, passages thereto, mirrors and other fixtures (i) Toilets, Urinals and Glazed portions to be made wet first, application of suitable cleaning agent and scrubbed with appropriate brush etc. surfaces glazed plated should first be applied with thin paste of cleansing powder/agent and rubbed uniformly with cotton waste/plastic soft/sponge.	Twice a day
3	Sweeping & Collecting waste papers, garbage from three terrace floors	Twice in a week
4	Dusting of exhaust/ceiling/wall mounting fans, lights, Water coolers, furniture and fixtures including Computer Work station, Chairs, doors, windows, etc. (a) Water Coolers: Base of the water cooler (floor) to be cleaned with water and	Once in 15 Days

	<p>mopping to be done. External area to be dusted and water tray to be cleaned with soap.</p> <p>(b) Dusting to be done carefully using soft duster.</p>	
6	Dusting and Cleaning of glass window/doors	Once in a month
7	Cleaning of cobwebs	Once in a month
8	Removal, dusting, bundling , shifting and rearranging of files	As & When Required
9	Change of Curtains i.e removal of dirty curtains from pelmet and replacing with washed curtains and cleaning of vertical blinds with soft cloth.	Once in Six Months
10	<p>(a) Napthalene balls to be put in all urinal outlet points in the toilet blocks, wash basins</p> <p>(b) Airpurifiers to be placed in the containers fixed in the toilet blocks.</p> <p>(c) Filling of liquid soap in containers provided near the wash basin</p>	As and when required to maintain adequate availability.
11	Collection of used towels/napkins & linen materials from the officers and replace them with laundered towels provided by Stores.	Once in a Month
12	Plastic Mugs/Cups provided in the toilet areas are to be cleaned with soap and using plastic scrubbing brushes, etc.	Once in a day
13	Re-arranging, re-locating of furniture and office equipments.	As and When required.
14.	Assisting in distribution of files and documents	As and When required.
15.	Any other cleaning/Multitasking work assigned by DPS Officials from time to time.	As and When required.

**ANNEXURE - IA**

Schedule showing the materials to be supplied by the contractor for the work contracted to be executed

Name of work : Cosmetic maintenance and multitasking  
Services at DPS,V.S. Bhavan, Anushaktinagar,  
and Receipt Cell, North Gate, BARC, Mumbai.

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**(a) List of materials to be supplied By Contractor**

Sl. No.	Materials to be supplied	Qty/frequency
01	Liquid Handwash good quality as per ISI specification.	80 Ltrs/month
02	Detergent powder good quality as per ISI specification.	12 Kgs/month
03	Floor cleaner (bottle of 975 ml) good quality as per ISI specification.	30 bottles/month
04	Disinfectant Toilet Cleaners (bottle of 750 ml) good quality as per ISI specification	40 bottles/month
05	Hard Broom good quality as per ISI specification	6 Nos/month
06	Soft Broom good quality as per ISI specification	10 Nos./month
07	Mop cotton (minimum 400 gm) – Good quality	15 Nos/month
08	Lavatory Brush good quality	30 brushes/year
09	Soft Duster – Good quality cotton	50 Nos/month
10	Garbage Container for collection of garbage to be dumped to Garbage point good quality as per ISI specification.	3 Big (200 Ltrs capacity) + 2 Small (100 ltr. Capacity) per Annum
11	Choke plunger Pump good quality	30 pumps/year (5 Nos. for 2 months)
12	Disposable Non sterile surgical face mask with elastic earloops	100 Pairs/month
13	Disposable non sterile surgical hand gloves	100 pairs/month
14	Postmortem gloves good quality	10 pairs/month
15	Scrub pad – Scotchbrite or equivalent make	50 Nos./month
16	Air purifier sticks good quality	50 Nos./month
17	Napthalene balls good Quality	1 Kg/month
18	Dust pan good quality	6 Nos./month
19	Rubber wiper good quality	16 Nos/year (4 per Qtr)
20	Any other material required during the currency of the contract	As and when required basis

The materials to be delivered to HQ Stores duly on Delivery Challan/Tax Invoice and the same to be got acknowledged by Storekeeper, HQ Stores, DPS.



**ANNEXURE - IB**

**SPECIFICATIONS AND SCOPE OF WORK**

**DATA ENTRY, FILING, DESPATCH OF FILES, LETTERS AND ALLIED JOB (SEMI-SKILLED AT DPS  
VIKRAM SARABHAI BHAVAN ANUSHAKTI NAGAR, MUMBAI-400094**

1.	Operation of Photocopying & Scanning machines.	Daily
2.	Assisting in identification of documents and proper filing.	Daily
3.	Assisting in entry of data into Computers.	Daily
4.	Reading & Writing of addresses on envelopes and distribution.	Daily
5.	Assisting in Maintenance of Registers and updating entries.	Daily
6.	Any other work assigned by the officers of DPS.	As and When required.

**QUOTATION FOR SERVICE CONTRACT**

I/We hereby tender to execute for the President of India the under mentioned description of work and in accordance and in all respects with General terms and conditions of the service contract for inviting quotations, in consideration of payment being made for the service contract at the rates specified in the following schedule:-

**MEMORANDUM**

- A) General Description : Cosmetic Maintenance, multitasking & Inclusive of listed materials at DPS, V.S.Bhavan, Anushakti Nagar, Mumbai And Receipt Cell, North Gate, BARC.
- B) General Description : Data Entry, Filing, Scanning, Photocopying, Writing Records and other allied work to be carried out in various sections of DPS.

**SCHEDULE**

Name of Work	No. Of item	Class & description of work to be excuted	Unit of calculation	Rate of payment
Brief details as per Annxure - I, Annexure - IA and Annexure - IB				

Should this quotation be accepted I/we agree to abide by and fulfil conditions contained in the pamphlet named "General Terms and Conditions of Service Contract" which have been read by me/us, read out and explained to me/us so far as applicable or in default thereof forfeit and pay to the President of India or his successors in office the sums of money mentioned in the said conditions, without prejudice to any right of the President of India.

By digitally signing the tender form, the bidder unconditionally abides to all the terms and conditions spelt in this tender document

(Bidder's Signature & Stamp)

**ANNEXURE - III**

**Previous work experience**

The bidder should upload Details of cosmetic maintenance service provided by to other agencies for the past three years, as per the above format.

<b>Sl. No.</b>	<b>Contract with (Name of the agency)</b>	<b>Nature of work</b>	<b>No. of persons employed</b>	<b>Contract period</b>	<b>Value of work</b>

**Note:** Please attach letters certifying satisfactory performance of the above contract.

Signature of the bidder: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Mobile No. : \_\_\_\_\_

Telephone No. : \_\_\_\_\_

e-mail ID : \_\_\_\_\_

**UNDERTAKING BY BIDDER**

**TENDER FOR COSMETIC MAINTENANCE, MULTI TASKING JOB AND CLERICAL WORK AT INTERNAL PREMISES OF DPS, V.S. BHAVAN AND RECEIPT CELL, NORTH GATE, BARC, MUMBAI**

I/We hereby tender to execute for the President of India the under mentioned description of work and in accordance and in all respects with General terms and conditions of the service contract for inviting quotations, in consideration of payment being made for the service contract at the rates specified in the bid document:

**MEMORANDUM**

- General Description : 1. Cosmetic Maintenance, multitasking inclusive of listed materials at Directorate of Purchase & Stores at Vikram Sarabhai Bhavan, Anushakti Nagar, Mumbai & Receipt Cell, DPS, North Gate, BARC.
2. Data Entry, Filing, Scanning, Photocopying, Writing Records and other allied work to be carried out in various sections of DPS.

Should this quotation be accepted I/We agree to abide by and fulfil conditions contained in the "General Terms and Conditions of Service Contract" which have been read by me/us, read out and explained to me/us so far as applicable or in default thereof, forfeit and pay to the President of India or his successors in office the sums of money mentioned in the said conditions, without prejudice to any right of the President of India.

The sum of ` \_\_\_\_\_ (in words \_\_\_\_\_) of DD No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ (Name of Bank) \_\_\_\_\_ (Name of Branch), payable at Mumbai has already been forwarded as Earnest Money Deposit, the full value of which is to be absolutely forfeited to the said President of India or his successors in office without prejudice to any other rights or remedies should I/We fail to commence the work specified in the above schedule.

Signature of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Mobile No. & e-mail ID : \_\_\_\_\_

Seal of the  
Bidder

ANNEXURE – V : BANKGUARANTEE FORMAT FOR SECURITY DEPOSIT

Director  
Directorate of Purchase and Stores  
Department of Atomic Energy,  
On behalf of The President of India  
Government of India,  
V.S.Bhavan,  
Mumbai- 400 094

In consideration of the Director, Directorate of Purchase and Stores, Department of Atomic Energy, on behalf of the President of India, (hereinafter referred to as 'the Purchaser') having agreed to exempt M/s. \_\_\_\_\_ (hereinafter called the said "Contractor") from the demand, under the terms and conditions of Contract No. \_\_\_\_ dt. \_\_\_\_\_ made between the Purchaser and Contractor for (hereinafter called the said "Contract"), of security deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Contract, on production of BankGuarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), we \_\_\_\_\_ (hereinafter referred to as "the Bank") on the request of the Contractor do hereby undertake to pay to the Purchaser an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser by reason of any breach by the said Contractor of any of the terms and conditions contained in the said Contract.

2. We, the Bank, do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Contractor of any of the terms and conditions contained in the said Contract or by reason of the Contractor's failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_

3. We, the Bank, undertake to pay to the Purchaser any money so demanded not withstanding any dispute or disputes raised by the Contractor 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 a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We, 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 Contract and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said Contract have been fully paid and its claim satisfied or discharged or till the Purchaser certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this Guarantee. Unless a demand or a claim under this Guarantee is made on us in writing on or before \_\_\_\_\_ we shall be discharged from all liability under this Guarantee thereafter.

5. We, the Bank, further agree with the Purchaser that the Purchaser 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 Contract or to extend time for performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act or commission on the part of the Purchaser or any indulgence by the Purchaser to the said Contractor 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.

7. We, the Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Purchaser in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

for \_\_\_\_\_  
(indicate the name of the Bank)

ANNEXURE - VI

Reference Para 21.3 and 21.6

Agreement towards Waiver under Section 12(5) and Section 31A (5) of Arbitration and Conciliation (Amendment) Act

I/we..... (Name of the Purchaser) with reference to Purchase Order no..... raise disputes and differences arising out of or in connection with the contract, during the progress of the contract or after its completion, its cancellation/termination, as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims: Brief of claim:

- (i) Claim 1- Detailed at Annexure-
- (ii) Claim 2 –
- (iii) Claim 3 –

I/we..... (contractor) with reference to Purchase Orrder no..... hereby raise disputes and differences arising out of or in connection with the contract, whether during the progress of the contract or after its completion, its cancellation/termination, as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

- (i) Claim 1- Detailed at Annexure-
- (ii) Claim 2-
- (iii) Claim 3-

I/we.....do/do not agree to waive off applicability of section 12(5) of Arbitration and Conciliation (Amendment) Act 1996 as amended from time to time. Signature of Claimant\_\_\_\_\_ Signature of Respondent \_\_\_\_\_ Agreement under Section 31(5) I/we..... (Name of the claimant) with reference to Purchase Order no..... hereby waive off the applicability of sub section 31-A (2) to 31-A (4) of the Arbitration and Conciliation (Amendment) Act. We further agree that the cost of arbitration will be shared by the parties as per clause 19.6 of General Conditions of Sale. Signature of Claimant\_\_\_\_\_ Signature of Respondent \_\_\_\_\_

\*Strike out whichever not applicable.

ANNEXURE - VII

Reference Para 21.3

**Certification by Arbitrators appointed under Clause 21  
of General Terms and Conditions**

- 1) Name :
- 2) Contact Details :
- 3) Prior Experience (Including experience with Arbitrations) :
- 4) I do not have more than ten on-going Arbitration cases with me.
- 5) I hereby certify that I have retired from DPS/DAE w.e.f\_\_\_\_\_ and empanelled as DPS Arbitrator as per 'The Arbitration and Conciliation Amendment Act, 2015' and as amended from time to time.
- 6) I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind.

Or

I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests are as under:

- 7) I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubt as to my independence or impartiality in terms of The Arbitration and Conciliation (Amendment) Act 2015 and as amended from time to time.

Or

I have present or past relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation (Amendment) Act 2015 and as amended from time to time and details of such interests are as under:



- 8) There are no concurrent circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months

Or

There are circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances are as under.

ANNEXURE – VIII : FORMAT FOR HINDRANCE REGISTER

S. No.	From	To	Nature of hindrances in execution of the contract	Remarks with signature of the contractor	Remarks with signature of the purchaser

**PART - C**

PRICE BID FORMAT

Sl. No.	Description	Qty	Unit	Rate	Tax	Value
1						
2						