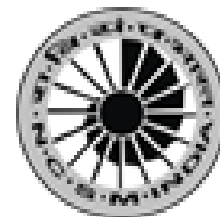




**Ministry of Culture
Government of India**



**National Council of Science Museums
(Ministry of Culture, Govt. of India)**

**E-TENDER DOCUMENT FOR PROVIDING
GARDEN MAINTENANCE SERVICES**

**At
REGIONAL SCIENCE CENTRE
(NATIONAL COUNCIL OF SCIENCE MUSEUMS)
Pandit Jawaharlal Nehru Marg,
Bhubaneswar-751013**

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INSTRUCTIONS TO THE E-TENDERERS/BIDDERS FOR E-SUBMISSION OF BIDS ONLINE THROUGH E-PROCUREMENT SITE

<https://eprocure.gov.in/eprocure/app>

This tender document has been published on the Central Public Procurement (CPP) Portal (URL: <https://eprocure.gov.in/eprocure/app>). The tenderers/bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the tenderers/bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

REGISTRATION: -

- 1) Tenderers/bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Click here to Enrol**” on the CPP Portal. Enrolment is free of Charge.

As part of the enrolment process, the tenderers/bidders will be required to choose a unique username and assign a password for their accounts. Tenderers/bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

Upon enrolment, the tenderers/bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

Only one valid DSC should be registered by tenderers/bidders. Please note that the tenderers/bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

Bidder then logs in to the site through the secured log-in by entering their user ID & password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS: -

- (a) There are various search options built in the CPP Portal, to facilitate tenderers/bidders to search active tenders by several parameters. These parameters could include organization name, location, date, value, etc. There is also an option of ‘**Advanced Search**’ for tenders, wherein the tenderers/bidders may combine a number of search parameters such as

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organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

- (b) Once the tenderers/bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective “My Tenders” folder. This would enable the CPP Portal to intimate the tenderers/bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- (c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS: -

- (a) Tenderer/bidder should take into account all corrigendum published on the tender document before submitting their bids. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and contents of each of the document that need to be submitted.
- (b) Bidder, in advance, should get the bid documents ready to be submitted as indicated in the tender document / schedule and generally they can be in PDF / XLS / RAR / DWF formats as mentioned. **Bid documents may be scanned with 100 dpi with black and white option.**
- (c) To save the time and efforts required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the tenderers/bidders. Tenderers/bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting the bid just by tagging and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS: -

- 1) Tenderer/bidder should log into the site well in advance for bid submission so that he/she uploads the Bid in time i.e. on or before the bid submission time as per the system. Bidder will be responsible for any sort of delay due to other issues.
- 2) Tenderer/bidder has to digitally sign and upload the required bid documents one by one as indicated in the e-tender document.

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- 3) Tenderer/bidder has to select the payment option as “offline” to pay the Tender Fee & EMD and enter details of DD/any other accepted instrument.
- 4) Tenderer/bidder should prepare the TENDER FEE & EMD instrument as per the instructions specified in the tender document. Scanned copy of DD/any other acceptable instrument as mentioned towards EMD & Tender Fee should be uploaded while online submission of the tender and the original should be posted/couriered/given in person to the Tender Processing Section before the last date and time of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the Scanned copy and the data entered during bid submission time, otherwise the Tender will be summarily rejected.
- 5) The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the tenderers/bidders. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 6) Tenderers/bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price bid has been given as a standard **Offer Sheet** in .xls format with the e-tender document, which is to be downloaded and to be filled by all the tenderers/bidders. Tenderers/bidders are required to download the **Offer Sheet** file, open it and complete the green colored (unprotected) cells with their respective financial quotes and other details (such as name of the Tenderer/bidder). No other cells should be changed. Once the details have been completed, the tenderer/bidder should save it and submit it online, without changing the filename. If the **Rate Quote Sheet** file is found to be modified by the tenderer/bidder, the bid will be rejected. In e-Tendering, intending tenderer/bidder can quote their rate in figures only. The total amount is generated automatically. Therefore, the rate quoted by the tenderer/bidder in figures shall be taken as correct. The Comparative Statement is also generated automatically by the system. The Comparative Statement and rate quoted by each tenderer/bidder shall be downloaded. **The manual calculation check of tenders/bids and Comparative Statement, shall be final. In case, any discrepancy is noticed, the decision of appropriate authority of museum/centre shall be final and binding.**
- 7) The server time (which is displayed on the tender’s/bidder’s dashboard) will be considered as the standard time for referring the deadlines for submission of the bids by the tenderers/bidders, opening of bids etc. The tenderers/bidders should follow this time during bid submission. The tenderers/bidders are requested to submit the tenders/bids through

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online e-tendering system to the **Tender Inviting Authority (TIA)** well before the bid submission end date & time (as per Server System Clock).

- 8) All the documents being submitted by the tenderers/bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 9) The uploaded e-tender documents become readable only after the tender opening by the authorized tender/bid openers.
- 10) Upon the successful and timely submission of tenders/bids, the portal will give a successful tender/bid submission message & a tender/bid summary will be displayed with the NIT/tender/bid no. or Name of Work and the date & time of submission of the tender/bid with all other relevant details.
- 11) The tender/bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any tender/bid opening meetings.

ASSISTANCE TO TENDERERS/BIDDERS:-

- (a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the **Tender Inviting Authority (TIA)**,

**THE DIRECTOR,
CENTRAL RESEARCH AND TRAINING LABORATORY
(NATIONAL COUNCIL OF SCIENCE MUSEUMS)
33, Block-GN, Sector-V, Bidhan Nagar, Kolkata-700 091**

**Tel. No. (033) 2357-0850 / 3951 / 5545 / 9347
(Administration Section Extension No: 267 / 268/ 269)**

Website : www.ncsm.gov.in;

Email : admnnscmhqrs@gmail.com

- (b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk Ph. **1800-3070-2232**.

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e-NOTICE INVITING TENDER (e-NIT)
GARDEN MAINTENANCE SERVICES

No. I/17012/25(G)

Date:- 05/04/2023

The **Regional Science Centre, Bhubaneswar** is a constituent unit of the National Council of Science Museums, Kolkata* (*hereinafter referred to as the **Museum/Centre**).

INFORMATION & INSTRUCTIONS TO THE BIDDERS:

1. Online e-tenders are hereby invited from reputed and experienced agencies for providing '**Garden Maintenance**' services at **Regional Science Centre, Bhubaneswar Pandit Jawaharlal Nehru Marg, Bhubaneswar-751013**, on contract basis on payment of **monthly lump sum composite charges for number of Garden Maintenance personnel to be deployed as per the departmental estimate as per Govt. of India prescribed rates separately indicating (a) Minimum Wages including ESI, EPF & Bonus (b) Service Charges of the agency and (c) GST component as applicable.**

The tenderer should fulfil the following eligibility criteria:-

- (i) Should be registered either as a Company under Companies Act 1956/ 2013 or Cooperative Society under the Co-op. Society Act, 1972 or Society under the Society Act, 1960 or as a Partnership (including Limited Liability Partnership) under Partnership Act, 1932 or Proprietorship Firm or Joint Venture/Consortium, as the case may be, and should be in existence as such entity for not less than **five** years as on (date of issue of tender).
- (ii) Should be in possession of (a) Trade License, if applicable (b) PAN Card [in the name of Company/Firm or Proprietor]: (c) EPF/PF Registration (d) ESI Registration (e) Professional Tax registration (f) Registration under the Shops & Establishment Act (If mandated by the respective State Government where the services are required to be provided. In case the said Registration is not mandated by the respective State Government, where the services are required, documentary evidence issued by the concerned department needs to be uploaded to get exemption for submission of the Certificate] (g) Labour License/Registration Certificate under the Contract Labour Act, 1970 (h) GST Registration.
- (iii) The Tenderer/Bidder must have a valid license to engage in the business of Garden Maintenance services in the State of **Odisha** issued by the respective State Govt., **wherever applicable** (a copy of the license should be attached as proof). The Registered Office or one of the Branch Offices of the tenderer should be located in and around where the museum/centre is located. In case the Tenderer/Bidder do not have such facilities, they should sign a declaration on their letter head to the effect that "In case I/we get the contract after being technically lowest tenderer,

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I/we will open an office or hire a space to run our office within 20 km within one month of such award of contract, having regular telephone/mobile and other means of communication like fax/e-mail etc., where the museum/centre is located. Failure to do so on our part, our EMD and Security Deposit/Retention Money will be forfeited and the contract will be terminated forthwith” as per the Declaration-3 given in **Annexure-II.**

- (iv) The proprietor or any of its partners/directors of the partnership firm/company or the Secretary of the Co.op. Society / Society etc. should not have been black listed/ debarred by any of the government agencies or department or should not have been found guilty of commission of acts of moral turpitude or convicted for any economic offence or for violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations including PF/ESI authorities. Further, no past contract of such Tenderer/Bidder should have been terminated in the past 3 years on account of violation of laws or deficiency of services or breach of contract. In case of concealment of any facts in this regard, the Museum/ Centre reserves the right to cancel/terminate the contract without giving any notice. Tenderer/Bidder is required to submit the certificate to this effect as per Annexure-IV.
- (v) **Minimum 05 (Five) years’ experience** in executing similar kind of Garden Maintenance services related jobs in Central Government/ State Govt./Autonomous Bodies/Public Sector Undertakings/Local Bodies / Municipalities / large Corporate Bodies. Tenderer shall attach – (a) list of such organizations with contact nos. where the Tenderer/Bidder is currently providing/ has earlier provided similar kind of services, (b) copies of work orders and (c) completion certificates/ performance certificate from such organisations in support of their claim must be attached as per Annexure-V.
- (vi) **Minimum Average Annual turnover of the firm (Lead Partner in case of JV/Consortium)** should be **Rs.1.50 Crores** for National Level Science Museums/Centres/Cities, **Rs.1.00 Crore** for Regional Science Cities and RSCs with Planetarium and **Rs.50 Lakhs** for all other categories of science museums/centres during the last 3(three) financial years. [Tenderer shall attach relevant documents (audited report Trading, P/L & BS from authorized Chartered Accountant) with the Technical bid as proof]. Also attach the Brief summary of Average Annual Turnover duly certified by authorized CA in the format attached in Annexure-XIII.
- (vii) The Tenderer (Lead partner in case of JV/Consortium) should have undertaken and successfully executed **similar works i.e. providing Garden Maintenance Services** during **last three financial years** in any Central Government/State Government/Autonomous Bodies / Public Sector Undertakings/ Local Bodies/ Municipalities / large Corporate Bodies and meet any one of the following criteria:

At least One **Annual Contract** of value 80% of the annual estimated cost i.e. **Rs.4,01,251.00 (EXCLUDING GST)**

OR

At least Two **Annual Contracts** of value 50% of the annual estimated cost i.e. **Rs.2,50,782.00 (EXCLUDING GST)**

OR

At least Three **Annual Contracts** of value 40% of the annual estimated cost i.e. **Rs. 2,00,626.00 (EXCLUDING GST)**

In case the contract prevailed for duration more than one year, the average value of work done in a year may be worked out accordingly. The contract for duration of **less than one year shall not be considered.**

Note:

- A. Work referred above should be in the name of the Tenderer/Bidder as a single entity and not aggregates of joint venture firms/associates or cartels.
 - B. 'Successfully executed work' shall mean work under one contract with extension/s during the period April to March (last three financial years).
 - C. **Similar nature of work shall mean** providing **Garden Maintenance Service** only.
2. The place of work shall be the place where the **Regional Science Centre, Bhubaneswar** is located or as may be defined in the tender document.
 3. **Important Information & Dates:**

Departmental Estimated annual value of the contract	₹ 5,01,564.00 [exclusive of Service Charges towards utilization of Machineries, Equipment & Tools as per Annexure-IX (I) of NIT+ Service charge of the agency comprising of overhead and administrative charges for execution of Garden maintenance contract as stipulated in Clause 17 of General Terms & Conditions of NIT + GST as applicable]
EMD Amount	₹ 13,000.00 i.e. 2.5% of the annual departmental estimated value <i>(to be rounded off to next Rs. 1000/-)</i>
Tenure and validity of contract	Initially 03 months on trial basis, thereafter extended for 09 months' subject to satisfactory performance of the agency/successful Tenderer/Bidder. The contract may be renewed on year-to-year basis based on the satisfactory performance for a maximum period of 03 years (including trial period) at the discretion of the museum/centre.

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Validity of tender	The validity period of the e-tender shall be at least 06 (Six) months from the date of opening of e-tenders. This period may be extended with mutual consent if the decision regarding issue of Letter of Intent is delayed for any reason.
Bid Document Publishing Date & Time	06/04/2023 at 9.00 am
Bid Document Download Start Date & Time	06/04/2023 at 9.00 pm
Bid Document Download End Date & Time	20/04/2023 at 6.00 pm
Bid submission Start Date & Time	06/04/2023 at 9.00 am
Bid submission End Date & Time	20/04/2023 at 6.00 pm
Bid Opening(Technical) Date & Time	21/04/2023 at 09.00 am

4. The bid shall be signed by a person legally authorized to enter into commitment on behalf of the Tenderer/Bidder. The Tenderer/Bidder shall submit Power of Attorney in favor of the person who is authorized to enter into commitments on behalf of the Tenderer/Bidder.
5. **Regional Science Centre, Bhubaneswar** will not be bound by any Power of Attorney granted by the Tenderer/Bidder or changes in the constitution of the firm made subsequent to submission of the bid or after the award of the contract. **Regional Science Centre, Bhubaneswar** may, however, recognize such Power of Attorney and changes after obtaining legal advice, the cost of which will be borne by the Tenderer/Bidder.
6. The cancellation of any documents such as Power of Attorney, Partnership Deed etc. should be communicated by the Tenderer/Bidder to the **Regional Science Centre, Bhubaneswar Pandit Jawaharlal Nehru Marg, Bhubaneswar-751013**, in writing well in time, failing which **Regional Science Centre, Bhubaneswar Pandit Jawaharlal Nehru Marg, Bhubaneswar-751013** shall have no responsibility or liability for any action taken by it on the strength of the said documents.
7. (a) Memorandum of Understanding must be uploaded in case the Tenderer/Bidder comprises of Joint venture/ Consortium/ Partnership.

(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/ joint/partnership firm.
8. The Tenderer/Bidder shall upload full details of his/her ownership and control and the certificate of Incorporation along with its Memorandum of Articles of Association, if it is a Company.

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9. Tenderer/Bidder or members of a partnership, joint venture or consortium shall upload a copy of PAN Card No. under the Income Tax Act.
10. Each Tenderer/Bidder (each member in case of partnership firm/ joint venture/ consortium) or any associate is required to confirm and declare with his/her bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If the **Regional Science Centre, Bhubaneswar** subsequently finds to the contrary, the **Regional Science Centre, Bhubaneswar** reserves the right to declare the Tenderer/Bidder as non-compliant and declare rejection of his/her bid and treat the contract if already awarded to the Tenderer/Bidder to be null and void. In case the agency is a consortium, they should submit the registration document and mention clearly the details of the lead partner and the authorized signatory.
11. There should be no legal case pending with the police / Court of Law/any Law Enforcement Agency against the Tenderer/Bidder. Certificate to this effect to be submitted by the Tenderer as per Annexure-IV.
12. **All the pages of the e-tender should be signed and stamped by the proprietor of the firm or authorized signatory** of the Company/Partnership Firm/Joint Venture/Consortium. In case the tenders are signed by the authorized signatory, a copy of the power of attorney/authorization may be enclosed along with the tender.
13. **A copy of the terms and conditions sheet(s) shall be signed & stamped on each page** and submitted with the technical bid **as token of acceptance of terms and conditions, which shall also form an integral part of the agreement** to be executed after award of contract for providing Garden Maintenance service at the **Regional Science Centre, Bhubaneswar.**
14. As per requirement of the **Regional Science Centre, Bhubaneswar**, Tenderer/Bidder must be capable and ready to provide adequate number of male Garden Maintenance personnel.
15. The Garden Maintenance personnel deployed by the Tenderer/Bidder should be able to speak, read and write in, Regional Language & Hindi/English.
16. Each Tenderer/ Bidder shall submit only one tender either by himself/herself or as a partner in joint venture or as a member of consortium. If a Tenderer/ Bidder or if any of the partners in a joint

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venture or any one of the members of the consortium participates in more than one bid, **such bids shall be rejected/cancelled.**

17. The Tenderer/Bidder shall bear all costs associated with the preparation and submission of his/her bid and **Regional Science Centre, Bhubaneswar** will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
18. The intending tenderers/bidders **must** read the terms and conditions of tender carefully. They should submit their bid only if they consider themselves eligible as per the laid down criteria and if they are in possession of all the documents / registrations required.
19. **Information and Instructions for tenderers/bidders, posted on website, shall also form a part of the bid document and agreement.**
20. The bid document consisting of guidelines for Garden Maintenance job requirement to be fulfilled and the set of Terms and Conditions of the contract to be complied with and other necessary documents can be seen and downloaded from <https://eprocure.gov.in/eprocure/app> **free of cost.**
21. Out of the online bid documents submitted by intending tenderers/bidders, the technical bids of all respondents will be opened and scrutinized for fulfilment of mandatory eligibility conditions. **The financial bids of only those tenderers/bidders shall be opened who have deposited Earnest Money as specified above duly scanned and uploaded; and whose uploaded documents are found to be in order by the Technical Evaluation Committee (TEC) and the Tenderer/Bidder is considered eligible considering all eligibility criteria by TEC.**
22. Those agencies not registered on the website mentioned above, are required to get themselves registered beforehand.
23. The intending tenderer/bidder must have valid Class II or Class III Certificates with signing key usage (DSC) to submit the bid.
24. **No exemption will be allowed for submission of Security Deposit/Retention Money to NSIC/MSME certified firms. However, concession for submission of EMD shall be applicable to the Tenderers/Bidders registered with NSIC/MSME as per prevailing Govt. guidelines. The Tenderers/Bidders should upload document of the firm for claiming such exemption.** Tenderer/Bidder must upload signed Annexure–XIV, if the bidder is registered under NSIC/MSME.
25. The e-Tenders are invited under **two electronic envelopes system.** The first electronic envelope will be named as Technical Envelope & will contain documents of tenderer's/bidder's fulfilling the eligibility conditions, scanned copies of documents towards proof of payment of EMD, work plan, experience details, declarations, signed & stamped E-NIT, etc. and

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the second electronic envelope will be named as Financial Envelope containing Rate Quote Sheet with detailed break up of rate for execution of Garden Maintenance related services. The bidder shall submit **TECHNICAL BID ENVELOPE** and **FINANCIAL BID ENVELOPE** simultaneously. The technical bids will be evaluated first and there after financial bids of only the eligible tenderers/bidders shall be opened. These envelopes shall contain one set of the following documents:

- a) **TECHNICAL BID ENVELOPE** shall contain the following documents:
- i) A scanned copy of Demand Draft / Pay order / Banker`s Cheque of any Nationalised/Scheduled Bank issued in favour of **National Council of Science Museums, 33, GN Block, Sec-V, Salt Lake, Bidhan Nagar, Kolkata-700091**, payable at **Kolkata** towards **Earnest Money Deposit (EMD)** in .pdf format and submit physical Demand Draft/Pay Order/Bankers Cheque at the Museum/Centre within the bid submission date and time.

EMD can also be deposited by electronic fund transfer mode through RTGS/NEFT to the bank account of Museum/ Centre, details of which are as follows:

Name of the Account Holder	National Council of Science Museums
Account No.	164201000000491
IFSC Code	IOBA0001642
Bank Name	Indian Overseas Bank
Branch	Salt lake, Sector-V, Kolkata-700091
MICR CODE	700020049

In case of RTGS/ NEFT, the receipt of transaction to be uploaded.

OR

Scanned copies of valid and updated certificates issued by NSIC under Single Point Registration Scheme (SPRS) and MSME Registration certificate in .PDF format should be uploaded for considering the waiver of EMD submission. In addition, the bidders registered under Department of Micro, Small and Medium Enterprises (MSME) and/or eligible for exemption from submitting Bid Security / Earnest Money Deposit for similar services shall be required to submit Bid Security declaration as per **Annexure-III** of the e-NIT.

- ii) Scanned copy of Enlistment Order/Registration certificate with appropriate Authority/necessary license as required under the contract labour (Regulation & abolition) Act 1970 or any other act as applicable in pdf format.
- iii) Digitally signed e-Tender document (along with addenda/corrigendum, if any issued to the technical bid document) should be submitted in .pdf format.

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Hard copy of e-NIT endorsing signature and rubber seal of the bidder/tenderer on all pages should be submitted to the Museum/Centre **on or before the due date of submitting the tender.**

- iv) Scanned copies of documents of Garden Maintenance Service EXPERIENCE CERTIFICATES/ CONTRACT EXECUTION CERTIFICATE along with **Work Order/Letter of Intent** issued by Govt./Semi-Govt./Autonomous/PSUs/Municipal Bodies/Corporate Bodies and/or Corporate firms of repute as per the e-NIT in PDF format.
 - v) Scanned copy of **Declarations** and **Undertaking (as per Annexure-II)** duly signed with and affixing Tenderer's/Bidder's seal in PDF format. Otherwise, the MUSEUM/CENTRE shall reject the bid.
 - vi) Work plan in PDF format digitally signed showing the personnel deployment pattern and how the bidder/tenderer proposes to judiciously render Garden Maintenance services under this contract.
 - vii) **Scanned copies of** Trade License (wherever applicable), Registration certificate under Shops and Establishment Act, Registration certificate/ Labour Licence under the Contract Labour Act., PAN Card, GSTIN Certificate, EPF registration certificate, ESI registration certificate, Professional Tax Registration certificate, Valid License to engage in the business of Garden Maintenance services in the State of **Odisha** issued by the respective State Govt., **wherever applicable,** Income Tax Returns (for last three years) and audited Balance Sheet and Profit & Loss accounts for last three years **in PDF format.**
- b) **FINANCIAL BID ENVELOPE** shall contain:
- (i) Rate Quote Sheet in .XLS format.
 - (ii) Scanned copies of Annexure-IX-II (A) & Annexure-IX-II (B) i.e. rates for consumables and seedlings/saplings/plants, etc. duly signed and sealed on letter head of the Tenderer/Bidder in .PDF format. Tenderer/Bidder is required to fill up Annexure IX (II) – A & B stating clearly at what unit price they would supply the items if emerged as successful Bidder. However, these rates shall not be reckoned for evaluation of Financial Bid.
 - (iii) Tenderer/Bidder should furnish scanned copy of complete break up of their rates showing – (1) how they will comply with the minimum wages and other statutory regulations like Basic, VDA, ESI, EPF, Leave Salary, Bonus, paid National Holiday, etc. and (2) the lump sum composite charges for providing number of Garden Maintenance personnel to be deployed as per the rate prescribed by Govt. of India from time to time separately

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indicating (a) Service Charges of the tenderer/bidder (b) GST component as applicable in PDF format with signature & seal. It should also contain break-up of/justification regarding the service charges as to how they are going to meet all the obligations defined under Clause 17 of General Terms & Conditions. Financial Bid Evaluation Committee shall have full powers to accept/reject the justification as workable or non-workable. **In the absence of this break up, their tender shall liable to be rejected.**

Tenders providing non-tangible justification like no service charge/margin/profit/operational cost will be charged in order to increase the turnover/earning reputation etc. or agreeable to execute the work quoting a margin of Re.0.01 or Re. 1.00 or such meagre amount shall be rejected. **For example**, a justified margin amount equivalent to 2% or above of the Departmental Estimated Value in Rupees {absolute value in Rupees to be quoted and not on percentage (%)} to be quoted towards justification for workability of the tendered service(s). The financial Bid Evaluation Committee shall scrutinize the cost breakup/ justification provided for the service charges quoted by the Tenderer/Bidder and its workability and reasonability. The Committee shall have the right to reject such financial bids if, in the opinion of the Committee, the service charges quoted by the Tenderer/Bidder is found to be unworkable the decision of the Committee will be binding on the tenderers and to that effect a Declaration – cum – Irrevocable Undertaking as per **ANNEXURE-XVII** to be signed and submitted by the bidder alongwith the tender document.

26. If the bidder quotes service charge with more than 2 (two) decimal points, then **the quote upto two decimal points will be taken into consideration without rounding up. If a bidder/tenderer quotes “NIL” or “Zero or its derivatives upto 0.0009 and thereof” as service charges, the bid shall be treated as unresponsive and shall be rejected summarily and will not be considered.**
27. The tenderer/bidder is required to quote their SERVICE CHARGES comprising of a) administrative & overhead charges, (b) uniform and tools & tackles for the Garden Maintenance personnel, (c) insurance of personnel deployed, (d) charges for weekly disposal of garbage from the Museum/Centre’s premises, etc. for due performance of the contract as per the details given in Clause No. 17 of General Terms & Conditions in the Rate Quote Sheet/BoQ.
28. In case of a tie for successful bidder, the lottery system will be followed. The Tender Committee may conduct the draw and outcome of the draw shall be final and binding on all the Tenderers/Bidders contesting for successful bidder position.
29. The Tenderer/Bidder is liable to pay minimum wages plus the allied benefits like ESI, EPF, Bonus, Leave Salary etc. as per Law to the personnel deployed by them

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for the purpose and also abide by regulations under minimum wages act as prescribed by the Govt. of India from time to time.

30. Service charges should be quoted in one lumpsum and **not on percentage basis.** Service charges shall remain unchanged throughout the tenure of the contract including its renewal periods. In case the service charge is quoted by tenderer/bidder on percentage basis, **the e-tender shall be summarily rejected.**
31. The **Regional Science Centre, Bhubaneswar** does not bind itself to accept the lowest e-tender/bid and has the right to reject or accept any or all the e-tenders/bids; received without assigning any reason whatsoever.
32. Canvassing in connection with e-tenders/bids is strictly prohibited and the e-tenders/bids submitted by the tenderers/bidders who resort to canvassing will be liable for rejection on that ground alone.
33. E-tenders incorporating **additional conditions** are liable to be **rejected**.
34. The tenderer(s) **must declare** in writing that neither he/she nor any of their Directors/Partners are in anyway related to any officer in the National Council of Science Museums, Kolkata, or any of its constituent units as per the format given in **Annexure – II.**
35. Apart from GST as specified above, any other statutory tax in respect of this contract will be reimbursed as per the applicable rates prescribed by the Government of India from time to time.
36. Before submitting the e-tender, the tenderer shall assess the quantum of work involved in providing Garden Maintenance services after going through the scope of job requirement of Garden Maintenance services and conditions of contract and inspection of the site/premises.
37. Subject to fulfilment of the conditions as laid down in Clause No. 21 and Clause No. 25, the Financial Bid envelope shall be opened by a duly constituted committee of the museum/centre.
38. It may be noted that the Technical Bid Envelope which are not found in order as per requirement of museum/centre shall be summarily rejected.
39. E-tenders which do not fulfil any of the above conditions and/or are incomplete in any respect are liable for **summarily rejection and the same shall be uploaded in the CPP Portal before opening of the Financial Bids.**
40. Earnest Money is liable to be forfeited if the successful e-tenderer/bidder selected for the Garden Maintenance services fail to take up the work and sign the formal agreement within 07 days from the date of issue of Letter of Intent to them.
41. **The successful tenderer** will be awarded the work of Garden Maintenance services by the museum/centre and given stipulated time which shall be counted from the date of issue of the LOI. During this intervening period, the successful tenderer shall check the work plan/job requirement, visiting hours, visitors' footfall and occupancy rate of different facilities etc. of the museum/centre. The successful tenderer shall also mobilise all its resources including conservancy personnel, consumable, gadgets and stationery items etc. and

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sign an Agreement with museum/centre in approved format (Annexure-XVI) on a non-judicial stamp paper of appropriate value.

42. The **validity period of the e-tender** shall be 06 (SIX) months **from the date of opening of e-tenders**. This period may be extended suitably if the decision regarding issue of Letter of Intent is delayed for any reason.
43. **Refund of EMD**
- (i) EMD of successful Tenderer/Bidder shall be discharged (without any interest) on or before the 30th day after award of work to the successful Tenderer/Bidder and signing of contract, whichever is later, after receipt and acceptance of the Security Deposit/Retention Money in the valid format. On the request of the successful bidder, EMD may be adjusted against the Security Deposit/Retention Money and balance Security Deposit/Retention Money to be deposited with the specified time.
 - (ii) EMD of unsuccessful Tenderers/Bidders shall be discharged (without any interest) on or before the 30th day of opening of Financial Bids.
44. **Before the award of work**, if any Tenderer/Bidder **withdraws his/her bid** during the period of validity (i.e. six months from the date of opening of e-tender) or makes any modification in the terms and conditions of the bid which are not acceptable to **National Council of Science Museums, 33, GN Block, Sec-V, Salt Lake, Bidhan Nagar, Kolkata-700091**, shall, without prejudice to any other right or remedy, be at liberty **to forfeit the EMD absolutely**.
45. **After award of work**, if the successful Tenderer/Bidder **refuses or neglects to execute the contract or fails to furnish the required security deposit/retention money within the time frame specified** by the **National Council of Science Museums, 33, GN Block, Sec-V, Salt Lake, Bidhan Nagar, Kolkata-700091**, the EMD will stand forfeited fully and award of contract shall stand cancelled and the successful Tenderer/Bidder **shall be blacklisted for participating in e-Tenders in NCSM and its constituent units in future**.
46. The Director, **Central Research & Training Laboratory (National Council of Science Museums), 33, GN Block, Sec-V, Salt Lake, Bidhan Nagar, Kolkata-700091** reserves the right to disallow/reject candidatures of past/current agencies who have/are rendering services and whose past/ongoing performance was/is below par and usually poor (e.g. invoking of penalty clause/notice issues for non-compliance of terms and conditions of agreement and any other irregularities in execution of contract).
47. The Director, **Central Research & Training Laboratory (National Council of Science Museums), 33, GN Block, Sec-V, Salt Lake, Bidhan Nagar, Kolkata-700091** reserves the right to verify the credentials submitted by the tenderer/bidder at any stage (before or after the award of work). If at any stage, any information/documents submitted by the tenderer is found to be incorrect/false or have some discrepancy which disqualifies the Tenderer/Bidder, then the following action will be taken:
- (a) Forfeit the entire amount of EMD and/or Security Deposit submitted by the tenderer/bidder and also the successful bidder after award of contract.
 - (b) Terminate the contract, if already awarded.
 - (c) The tenderer/bidder shall be liable for debarment from e-tendering in any units of NCSM, apart from any other appropriate contractual/legal action
48. **Clarification of e-tender document/Pre-Bid Meeting: -**
In case the bidder has any doubt about the meaning of anything contained in the e-tender document, he/she shall seek clarification during the PRE-BID MEETING on the designated date and time as mentioned in e-Notice Inviting Tender.

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GENERAL TERMS AND CONDITIONS OF CONTRACT

1. The Agency must note that *there will be no revision in the service charges of the agency during the entire period of contract. However, in case of revision of minimum wages or any other statutory charges made by the Government of India, the lump-sum composite service charges shall be revised to the extent of the liabilities arising on that account only.*
2. The Registered Office or one of the Branch Offices of the tenderer should preferably be located in and around the place where the museum/centre is located. In case the Agency do not have such facilities, **they should sign a declaration** on the agency's letter head (as per Annexure-II) to the effect that *"In case we get the contract after being technically lowest tenderer, we will open an office or hire a space to run our office within 20 km within one month of such award of contract, having regular telephone/mobile and other means of communication like fax/e-mail etc., where the museum/centre is located, Failure to do so on our part, our EMD and Security Deposit/Retention Money will be forfeited and the contract will be terminated forthwith."*
3. **RESPONSIBILITIES OF THE AGENCY:-**

The Agency shall ensure that all statutory wages and allied benefits like P.F., Bonus, ESI etc., as prescribed by the Government of India from time to time, are paid to personnel deployed for the purpose of this contract. The Agency shall remain liable to the authorities concerned for compliance of the respective existing rules and regulations of the Govt. of India for this purpose and shall also remain liable for any contravention thereof. The Agency shall have to abide by the minimum wage legislations and must pay minimum wage as per law to the personnel deployed by them for the purpose in time as prescribed in e-NIT. **Bonus paid to the personnel deployed shall be reimbursed to the Agency by the museum/centre once in a year** against submission of reimbursement claim by the contractor with supporting muster roll authenticating the disbursement of bonus to the Garden Maintenance personnel deployed by them under this contract. In case the minimum wage/wage of any personnel engaged by the Tenderer/Bidder cross Rs. 21,000/- per month, such person is exempted from the purview of the E.S.I Act and no contribution to be paid/reimbursed by the Museum/Centre. In that case, insurance policy covering the risk under the Workmen Compensation Act, 1923 for this/these exempted person/personnel may be taken from **nationalized insurance companies only** (viz. National Insurance Co. Ltd., Oriental Insurance Co. Ltd., The New India Assurance Co. Ltd., United India Insurance Co. Ltd.) & the premium amount (premium is normally calculated based on age & monthly earning of such person/personnel as per the Workmen Compensation Act, 1923) will be reimbursed by the Museum/Centre to the Tenderer/Bidder.

If the area of Museum/Centre is not covered under the ESI Scheme/Act, the Tenderer/Bidder is required to take an insurance policy as per the Workmen Compensation Act, 1923 for the personnel engaged in such Museum/Centre and premium amount will be reimbursed to the Tenderer/ Bidder after production of the premia receipt(s) of the personnel engaged by them.

4. The Agency shall be responsible for making payment of minimum wage applicable as per Govt. of India or the minimum wages rates prescribed by the local Government/Authorities where the services are to be rendered, whichever is higher. Wages to be paid by the Agency to its employees deployed at the **Regional Science Centre, Bhubaneswar** for the purpose of this contract as per the provision of the Payment of Wages Act, 1936.
5. **(A)The Agency shall submit the proof of having deposited the amount of contributions claimed by them on account of ESI and EPF towards the persons deployed at the Regional Science Centre, Bhubaneswar for the purpose of this contract in their respective names each month while submitting their GST compliant bills for the subsequent month.** In order to substantiate the proof of payment, the **agency must submit GST challan, ESI challan, EPF challan and copy of salary disbursement document with details of head of payment (wage & allowances) and all deductions (PF, ESI, etc.) of the personnel deployed by them along with their particulars and proof of transfer of wages into the respective bank accounts of the deployed personnel to Regional Science Centre, Bhubaneswar.** In case EPF & ESI payment, one of the **following documents shall be provided along with corresponding EPF and ESI challan:**
 - (a) ECR challan along with scroll of the employees / EPFO TRRN query status with successful payment confirmation generated from official website of EPFO.
 - (b) EPF Account statement/ any authenticated document received from EPFO showing the entries of the amount credited.
 - (c) ECR challan along with scroll of the employees generated from the website of ESIC.

*In case **non-deposit of EPF / ESI by the agency**, the amount equal to **the share of EPF/ESI in respect of employer and employees shall be withheld** and other components of invoice shall be paid in the first instance.*

If the agency fails to pay the contributions of EPF/ESI in respect of employees and employer in the subsequent month then the contract may be terminated by forfeiting the security deposit of the contractor besides debarring the agency for 3 years from participating in the future e-tender process of NCSM and its constituent units.

(B)*Copies of the quarterly, half-yearly & annual returns of GST, ESI, EPF and Professional Taxes shall be submitted after its submission to the concerned authorities.*

6. **The Agency shall pay wages to the personnel deployed by them in their respective Bank Accounts latest by the 7th of every month through e-transfer and shall produce copy of acquaintance roll and bank remittance statement every month along with their bill.**
7. **A security deposit of minimum 1/10th of the annual value of contract, subject to a maximum of RS.20.00 lakh is to be deposited by the Agency either** in the form of electronic transfer mode i.e. NEFT/RTGS (bank details are furnished in Sl. No. 25(a)(i) of Information & Instructions to Bidders) **or** through demand draft/pay order drawn in favour of **National Council of Science Museums, 33, GN Block, Sec-V, Salt Lake, Bidhan Nagar, Kolkata-700091**, payable at **Kolkata** to cover the risk or any loss ***caused to the museum/centre due to fraud, theft, pilferage etc., the responsibilities for which are attributable, directly or otherwise, due to the negligence or inefficiency on the part of the agency or personnel deployed by them for the purpose of the contract, or any breach of contract of whatsoever nature or on the part of the agency.*** In the event of any such occurrence and/or breach of contract, the amount of compensation, as assessed by the museum/centre shall be final and binding on the bidder/tenderer and the same shall be recovered either from the bill for monthly service charges due to the Agency or from their security deposit at the discretion of the competent authority of the museum/centre.

The guidelines issued by the Government of India with respect to Security Deposit/Performance Guarantee during the period of pandemic shall be followed.

8. The Security Deposit will be refunded to the successful contractor (without any interest) within two months of the expiry of the contract **only on the satisfactory performance of the contract and on fulfilment of all statutory obligations and payments.**
9. During the period of this contract, the Agency shall provide proper and adequate service as per the scope of work stated in the **Annexure-VIII** and perform their duties diligently, honestly and to the entire satisfaction of the museum/centre. The Agency shall constantly keep in touch with the museum/centre regarding their Garden Maintenance services and abide by all instructions and directives issued by the authority of the museum/centre in this regard.
The Agency shall give or provide all necessary superintendence during the execution of the Garden Maintenance related assignment for proper fulfilment of their obligations under the contract.
10. The Agency shall maintain all relevant registers, documents in the premises of the **Regional Science Centre, Bhubaneswar**, as per proper format prescribed under the concerned Acts and/or as required by the **Regional Science Centre, Bhubaneswar**, which may have to be presented for inspection of the concerned Labour Authorities/ Authorities of the **Regional Science Centre, Bhubaneswar**. The agency shall also

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put up a notice board displaying the minimum wages applicable at the place of service prescribed by the Government of India or local authorities (whichever is higher) from time to time.

11. The Agency shall maintain complete official records of disbursement of wages/salary showing specifically details of all deduction such as ESI, EPF, Professional Tax etc. in respect of all the persons deployed in the premises of **Regional Science Centre, Bhubaneswar**. The agency shall maintain separate personal files in respect of all its persons, who are engaged for the purpose of this contract. The personal files shall consist of personal details such as name, address, date of birth, residential address (both present and permanent) and all grievances recorded by the person(s) vis-a-vis action taken etc.
12. The Agency shall ensure compliance of all Acts, Rules and statutory orders in force with regard to deployment of their staff in the premises of the museum/centre for the purpose of this contract and shall keep the museum/centre indemnified against any liabilities arising out of non-compliance of any of the Acts, Rules or Orders on their part and any liability, claims, losses or damages sustained by them for reasons of any breach of contract, wrongful act or negligence of the agency or any of its personnel engaged for the purpose of this contract.
13. The personnel deployed by the agency for carrying out the work under the contract shall not claim, in any way, that they are the employees of the Museum/Centre.
14. The Agency shall not deploy any unfit person (or person having any contagious disease) or persons below the age of 18 years and above 60 years of age for performing Garden Maintenance services in the **Regional Science Centre, Bhubaneswar**. In this regard, agency shall submit annual return to the **Regional Science Centre, Bhubaneswar** authority in respect of age/date of birth and medical fitness of their deployed Garden Maintenance personnel. The person(s) found medically unfit / physically deteriorated at any point of time will not be allowed to perform duties and the agency will be responsible to replace such person(s) within 24 hours.
15. The Agency shall deploy only those personnel for Garden Maintenance services who have cleared police **verification at the time of their deployment**. *In case any deployment is made in very short notice due to exigency, their police verification must be submitted within 30 days. The agency shall also make periodical police verification of the particulars of their personnel deployed at their own cost. The agency shall issue **proper identity cards** to those employees who are deployed by them at any point of time for the purpose of this contract in order to facilitate verification of their identity by the museum/centre. They shall always wear the identity card while inside the premises of the museum/centre on duty. They shall also abide all the protocols/instructions issued by the Centre for safe, healthy and proper behaviour at the work place.*

16. The Agency shall be liable to comply with the directions of the **Regional Science Centre, Bhubaneswar, to replace any personnel deployed by them within 24 hours of receipt of such direction** & ensure proper and adequate services. The Agency shall take consent of the **Regional Science Centre, Bhubaneswar** in case they prefer to replace/remove any personnel deployed by them with reasonable justification.
17. All Garden Maintenance personnel deployed by the agency in the **Regional Science Centre, Bhubaneswar** shall be in proper uniform and should be neat and clean while on duty. **The agency shall, at their cost, supply uniform, gumboots, shoes including rain coat & woollen clothing and other accessories to the personnel deployed by them for carrying out the Garden Maintenance Services; weekly disposal of the garbage collected at the museum/centre beyond the museum/centre's premises; and take necessary/appropriate insurance to cover the risks, damages or injuries etc. as mentioned in Clause 24 of the General Terms & Conditions. The agency should include expenses for above mentioned items in the service charges to be quoted by them in the Financial Bid.**
18. The Agency on completion of the specified term of contract or on termination of the contract shall peacefully vacate the premises of the **Regional Science Centre, Bhubaneswar** and remove all their persons and materials from the campus after handing over the charge to the new agency.
19. The Agency shall be responsible for observance and compliance of different industrial laws as in force and they shall ensure that no demonstration/agitation of any kind takes place inside or near the premises of the **Regional Science Centre, Bhubaneswar** by Garden Maintenance personnel engaged by the Agency.
20. The **Regional Science Centre, Bhubaneswar** shall have no responsibility for providing living accommodation to the personnel deployed by the Agency.
21. **(A) (i)** The scope of services shall be as given in the **Annexure-VIII** and the amendments carried out from time to time as per the requirement of the **Regional Science Centre, Bhubaneswar**. Any extra/additional Garden Maintenance related services arising out of special programmes or exigencies and beyond the scope of this agreement shall be negotiated separately by a duly constituted committee of the **Regional Science Centre, Bhubaneswar**. The Agency shall provide the necessary extra manpower corresponding to the requirement of services immediately for which advance intimation would be given by the museum/centre. The Centre also reserves the right to reduce the deployment of personnel to any extent in exigency situations. Any such augmentation or reduction of Garden Maintenance services as per the requirement of **Regional Science Centre, Bhubaneswar** from time to time, should be followed

scrupulously by the agency. However, in such case, the monthly lump sum composite charges shall be paid to the agency based on the wages & statutory obligations of actually deployed personnel keeping the Service Charges (overhead & administrative charges) of the agency unchanged/shall not be revised.

(ii) Any surplus plants/compost, etc. propagated at the created nursery to be developed by the successful Tenderer at the Museum/Centre beyond consumption of the Museum/Centre shall be sold to visitors / general public on revenue share basis at the ratio 60:40 to the Museum/Centre and the Agency respectively. Selling rates of such items shall be decided between the Museum/Centre in consultation with the successful tenderer.

(B) Items as mentioned in the Annexure IX (II) - A & B are required to be supplied by the successful bidder as per the rates quoted by him during the currency of the contract. However, procurement shall be the sole discretion of the Museum/Centre.

22. The **Regional Science Centre, Bhubaneswar** shall pay to the Agency nothing more than the amount as may be due under the contract terms.
23. **Regional Science Centre, Bhubaneswar shall accept no liability explicit or implicit for, nor any financial or other consequences arising** from, sickness, injury, damages, partial or full disability or death of the Garden Maintenance personnel of the agency deployed in **Regional Science Centre, Bhubaneswar** as per the contract or any person(s) performing any work on their behalf under the present contract, including the time spent in travel for performing the duty under the present contract nor for any damages which may arise by reason of the neglect or default of any of them.
24. **The agency shall, at their expense, take appropriate insurance to cover all risks, damages or injuries, including related claims, which might occur to any person, including a third party, or to any property, including equipment, papers and documents, and arising out of, or connected with the staff member's performance under the present contract.**
25. The Garden Maintenance personnel deployed by the agency at **Regional Science Centre, Bhubaneswar** shall not accept any gratification or reward in any shape.
26. All Garden Maintenance personnel deployed by the agency in **Regional Science Centre, Bhubaneswar** will work in close co-operation and co-ordination with other agencies working at Museum/Centre.

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27. All Garden Maintenance personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the staff/visitors and should project an image of utmost discipline. **Regional Science Centre, Bhubaneswar** shall have right to have any person replaced in case of staffs'/visitors' complaints or as decided by authorized representative of the **Regional Science Centre, Bhubaneswar** if the person is not performing the job satisfactory or otherwise. The Agency shall have to arrange the suitable replacement in all such cases within 24 hours of such incidents.
28. If at any later date, it is found that the documents and certificates submitted by the agency are forged or have been manipulated, the work order issued to the agency shall be cancelled and Security money deposited with **National Council of Science Museums, 33, GN Block, Sec-V, Salt Lake, Bidhan Nagar, Kolkata-700091** shall be forfeited without any claim whatsoever on **National Council of Science Museums, 33, GN Block, Sec-V, Salt Lake, Bidhan Nagar, Kolkata-700091** and the agency is liable for action as appropriate under the extant laws. Moreover, the agency shall be blacklisted from participating in tenders of NCSM and its units.
29. The agency shall not sub-contract or sub-let, transfer or assign the contract or any other part thereof to any person/agency.
30. The agency shall be responsible to maintain adequate hygiene & cleanliness while providing Garden Maintenance service and **shall strictly adhere to the Standard Operating Procedures (SOPs) & Guidelines issued by the Government from time to time for preventing spread of contagious diseases/epidemic/pandemic such as wearing of masks, hand gloves etc. and the cost of which shall be borne by the agency.**
31. A senior level representative of the agency shall visit **Regional Science Centre, Bhubaneswar** premises at least once-a-week and review the service performance of its personnel. During the weekly visit, the agency's representative will also meet the **Project Co-ordinator/Officer-in-Charge** of the **Regional Science Centre, Bhubaneswar** dealing with service under the contract for mutual feedback regarding the work performed by their personnel and removal of deficiencies, if any, observed in their working.
32. Successful Tenderer/Bidder shall bear the expenses for applicable stamp duty for execution of the agreement as per **Annexure-XVI**, both the original and the duplicate copy.

PAYMENT:-

33. The Agency should submit a certificate/undertaking as per **ANNEXURE-XI** every month preferably on the reverse of the bill or separately on letter head of the agency. In case the certificate/undertaking of compliance of statutory regulations is not submitted, the particular month's bill shall not be processed by the

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Museum/Centre. For persistent breach of such acts, as stipulated above, the contract will be terminated forthwith along with forfeiture of Security Deposit followed by blacklisting of the agency in NCSM and its units.

34. The payment shall be made through e-payment on monthly basis within 30 days from the date of submission of the proper and pre-receipted GST compliant bill, duly certified by the authorized representative of museum/centre. In case of the Agency's failure to provide requisite services on particular day/days, **proportionate deduction** as decided by the competent authority of the museum/centre, **shall be made from the monthly bill**. TDS as applicable will be deducted from the monthly bill.
35. The museum/centre shall reimburse the amount of GST paid by the Agency to the authorities on account of services rendered by them to the museum/centre. The reimbursement shall be admissible on production of proof of deposit i.e. copy of challan by the Agency.
36. TDS on the bills will be deducted at the prescribed rate from the monthly bill of the Agency and the same would be deposited with the Income Tax Authority by the museum/centre within the prescribed stipulated time.
37. If, as a result of post payment audit, any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the e-tender, it shall be recovered by the **National Council of Science Museums, 33, GN Block, Sec-V, Salt Lake, Bidhan Nagar, Kolkata-700091** from the amounts payable to the agency.

PENALTY:-

38. *In the event of any deficiency in the Garden Maintenance services rendered by the agency, any time during the currency of the contract, the museum/centre shall impose penalty as finalised by the duly constituted committee which shall be recovered from the monthly bill(s) of the agency. The decision of the museum/centre shall be final and binding on the agency.*

In case of non-payment/partial payment of wages to the personnel deployed by the agency within the time frame as per Clause 5 of the General Terms and Conditions, a caution notice may be issued to the agency. A PENALTY of 0.25% of the contract value subject to a maximum Rs.5000/- per day may be deducted from the monthly bill of the agency with the approval of competent authority, if disbursement of payment not done within 10th day of the month. For persistent breach or unsatisfactory services as stipulated in the terms and conditions, the contract will be terminated forthwith along with forfeiture of Security Deposit followed by blacklisting of the agency.

TENURE AND VALIDITY: -

39. In the beginning, the contract shall be on a trial basis for three months only, and thereafter, it would be extended for a further period of nine months, if the services are found to be satisfactory during the trial period of the Agency. The contract may be renewed at the discretion of the

museum/centre on year to year basis for a maximum period of three years, including the trial period. **However, in the event of such renewal of the contract each year, the service charges of the agency shall not be revised. But the liability due to revision of minimum wages and statutory duties & taxes from time to time, shall only be considered for revision.**

40. Agency is required to furnish a Declaration-cum-Irrevocable Undertaking as per **ANNEXURE-XVII** that in case it is found that Owner or any of his/her employees are involved in illegal, immoral & corrupt practice after award of the Contract, the Museum/Centre has full right to cancel the contract with or without reason assigning reasons.
41. The contract can be terminated by the museum/centre at any time without notice in the event of gross security risk or gross damage to museum/centre property due to Agency's failure or persistent failures of the Agency in providing satisfactory services to the museum/centre and/or to comply with the provision of minimum wages and statutory obligations. The decision of the museum/centre in this regard shall be final and binding on the Agency.
42. For reasons other than those mentioned in the clauses above, the contract can be terminated by either party by providing clear three months' notice in writing.
43. The Agency shall indemnify the **Regional Science Centre, Bhubaneswar** against all claims which may be made under all and/or any of the Labour Laws of the Land including the Employees Compensation Act or any statutory modification thereof or rules there-under or otherwise for in respect any damage of compensation payable in consequence of any accident or injury sustained by any workmen engaged in the performance of the contract. In all cases of personal injury to any workmen employed by the Agency on the works is liable to pay compensation under the Employees Compensation Act.
44. The Agency shall indemnify the **Regional Science Centre, Bhubaneswar** against all claims which may be made under the Minimum Wages Act, 1948, Abolition of Child Labour Act, 1986, Provident Fund Act, 1952, ESI Act 1948, Payment of Bonus Act 1965, Industrial Dispute Act 1947, Payment of Gratuity Act 1972, Payment of Wages Act, 1936 or any statutory modification thereof or Rules there-under or otherwise for in respect of any damage or compensation arising in-consequence of any dispute under these Acts. In case any dispute is lodged against **Regional Science Centre, Bhubaneswar** under any Acts stated above, the Agency shall implead himself in the case and counter the matter. If the Agency does not do so and violate the same, it will be treated as violation of the terms of the contract, for which, the **National Council of Science Museums, 33, GN Block, Sec-V, Salt Lake, Bidhan Nagar, Kolkata-700091** may unilaterally terminate the agreement without giving any notice and recover the cost/expenses involved in the process including the dues if any from the Agency. The Tenderer / Bidder / Agency shall ensure that the personnel deployed by him at the Museum / Centre for executing the works under this contract must adhere and follow the all the safety norms. For any violation / contravention on safety aspects, liquidated damage to the extent the Museum / Centre suffer loss will be recovered from the Bills or / and the Security money besides the lawful action to be taken against the Agency.
45. The Agency shall ensure that the personnel deployed by him at the Museum / Centre for executing the works under this contract must adhere and follow the all the safety norms. For any violation / contravention on safety aspects, liquidated damage to the extent the Museum / Centre suffer loss will be recovered from the Bills or / and the Security money besides the lawful action to be taken against the Agency.

46. The Agency shall ensure placing the agreed number of manpower for the purpose of providing the Garden Maintenance services at the Museum / Centre. In case of absence of personnel deployed by the Agency for any reason, required number of substitutes to be provided by the Agency, failing which the Museum / Centre shall be at liberty to utilize such services from other available sources and such expenses that will be incurred shall be borne by the Agency. The Museum / Centre shall be entitled to recover such expenditure by deduction from the payments due to the Agency including the Security Money.

TRANSFER OF LIABILITIES:

47. In the event of exigencies arising due to the death, infirmity, insolvency of the Proprietor/Directors/Partners/Secretary of the of the firm/agency/ or the lead partner of JV/Consortium for any other reasons or circumstances; liabilities of the contract shall be borne by the following on such terms and conditions, as the Director, **Central Research & Training Laboratory (National Council of Science Museums), 33, GN Block, Sec-V, Salt Lake, Bidhan Nagar, Kolkata-700091** may think proper in public interest: (a) Legal heirs in case of sole proprietor, (b) The next directors/partners/ secretary in the case of Company / Partnership firms/Co.op. Society or Society, (c) Legal heir/authorised new representative in case of JV/Consortium, otherwise shall reserve the right to settle the matter according to the circumstances of the case as he/she may think proper.

ARBITRATION:-

48. In case of any dispute arising out of this contract between the museum/centre and the Agency, the matter shall be referred to the sole arbitration of a person to be appointed by the Director General of NCSM on receipt of an official request with details of the dispute, from either the museum/centre or the Agency. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the contract. The submission shall be deemed to be submission to arbitration under the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and of the rules made there under for the time being in force.

49. **COURT JURISDICTION** : All disputes arising out of the tender and this contract shall be subjected to exclusive jurisdiction of the Courts at **Cuttack, Odisha** and the writ jurisdiction of Hon'ble High Court of **Cuttack, Odisha**

FORCE MAJEURE

50. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire, Flood, pandemic, epidemic, quarantine restriction, natural calamities directly affecting the performance of the Contract, and Acts & Regulations. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other party within 72 hours of the ending of the cause respectively. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts. If deliveries/services are suspended by Force Majeure conditions lasting for more than 2 (two) months, Museum/Centre shall have the option of cancelling this contract in whole or part at their discretion without any liability at their part.

Annexure - I

BID EVALUATION CRITERIA AND SELECTION PROCEDURE

A two-stage procedure shall be adopted in evaluation the proposals.

1. System of selection of Service Provider:

- a) The tender committee appointed by the Museum/Centre shall regulate bid opening and bid evaluation process.
- b) Technical bid envelope (Un-Priced Bid) shall be opened as per schedule indicated in the e-tender document. The date fixed for opening of technical bid, if subsequently declared as holiday, revised date of schedule shall be notified. However, in absence of such notification, the technical bid shall be opened on next working day at same time.
- c) The financial bid envelope (Price Bid) will be opened and only those financial bids of Tenderers/Bidders, whose technical bids are qualified based on the eligibility criteria, shall be opened. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified Tenderers/Bidders during the technical evaluation process.
- d) After opening of the technical bids and verifying the required documents and EMD amount, the technical bids shall be evaluated later to ensure that the Tenderers/Bidders meet the essential criteria as specified in the e-tender document.
- e) Bids shall be declared as valid or invalid/rejected by Technical Evaluation Committee (TEC) based on the preliminary scrutiny, i.e. verification of EMD & required documents to establish the eligibility criteria.

2. Technical Bid Evaluation

- a) The technical bids shall be evaluated based on the available documents submitted by the Tenderers/Bidders. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Tenderers/Bidders, the Museum/Centre may, at its discretion, ask Tenderers/Bidders for a clarification of their bid. Any clarification submitted by a Tenderer/Bidder that is not in response to a request by the **National Council of Science Museums, 33, GN Block, Sec-V, Salt Lake, Bidhan Nagar, Kolkata-700091** shall not be considered. The request of **National Council of Science Museums, 33, GN Block, Sec-V, Salt Lake, Bidhan Nagar, Kolkata-700091** for clarification and the response shall be in writing only.
- b) If Tenderer/Bidder does not provide clarifications of their bid by the date and time set in the request of the **National Council of Science Museums, 33, GN Block, Sec-V, Salt Lake, Bidhan Nagar, Kolkata-700091** for clarification, their bid may be rejected.
- c) The tender committee of the **National Council of Science Museums, 33, GN Block, Sec-V, Salt Lake, Bidhan Nagar, Kolkata-700091** reserves the right to cross-check the correctness of data provided by the tenderers/bidders by

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making necessary enquiries with the concerned departments and/or by site visits as deemed fit.

- d) The technical bid evaluation shall be done based on the fulfillment of the basic eligibility criteria as defined in the e-NIT clause No. 1 (i to vii). The agencies are required to provide cross reference details of the supporting documents in claim of each eligibility criteria in the following tabular form as per Annexure- 'I(a)'.
- e) The technical bid not meeting the essential minimum criteria or any other requirements as per the e-tender document shall be rejected and corresponding financial application shall not be opened.
- f) The Tenderer/Bidder who qualified in the technical evaluation stage shall be intimated about the date & time of financial bid opening through portal.

3. **Financial Bid (Price Bid) Opening & Evaluation Procedure**

- a) The financial bids of all the technically qualified applicants shall be opened on the notified date and time in the presence of technically evaluated applicants/authorized representatives.
- b) The price quoted by the respective Tenderers/bidders shall first be scrutinized/checked for compliance with the prescribed minimum wage calculations & service charges etc.
- c) The financial bid evaluation committee shall scrutinize the cost breakup/justification provided for the service charges quoted by the Tenderer/Bidder and its workability and reasonability. The Committee shall have the right to reject such financial bids if, in the opinion of the committee, the justification/ cost breakup given for the service charges is found to be unworkable.

Mere becoming the lowest bidder, prior to financial bid scrutiny shall not give any right to the lowest bidder to claim that they are successful in the bidding process. The successful bidder shall be decided only after following due procedure.

4. If there is a discrepancy between words and figures, the amount in words shall prevail.
5. Further, without affecting the sanctity of the above criteria, the museum/centre reserves rights to relax any condition of eligibility criteria qualifying the application(s) based on merit of each case and if the situation so warrants in the interest of the **Regional Science Centre, Bhubaneswar, subject to obtaining approval from the Director General, NCSM, Kolkata.**

Stamp/ Seal of the Applicant

*Name and Signature of the
Authorized Signatory*

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

Annexure – I(a)**Details of the supporting documents in claim of each eligibility criteria**

Sl.No.	Eligibility Criteria	Cross reference of Documentary proof
01	Registration as per Clause 1 (i) of e-NIT	
02	Trade License if available (Optional)	
03	PAN Card	
04	EPF Registration	
05	ESIC Registration	
06	Professional Tax Registration	
07	Registration under the Shops & Establishment Act	
08	Labour License Number/Registration	
09	GST Registration	
10	License to engage in the business of Garden Maintenance services in the district/ State of Museum/Centre, if available (Optional)	
11	Detail of registered office as per clause 1 (iii) of e-NIT	
12	Undertaking as per clause 1(iv) of e-NIT	
13	Documents related to experience as per clause 1(v) of e-NIT	
14	Documents related to Annual average turnover of the Tenderer/Bidder as per clause 1(vi) of e-NIT	
15	Documents for successfully executed similar works during last three years as per clause 1(vii) of e-NIT	
16	Documents related to Income Tax Returns of last 3 years	
17	Any other documents relevant to the e-tender	
Note : Separate Sheet may be used wherever required with signature & seal		

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

Annexure – II

(Format for Declarations & Undertaking **to be typed on bidder's/tenderer's letter head** and to be submitted in Part –I (TECHNICAL ENVELOPE) of the e-tender document)

DECLARATION -1

This is to certify that neither I/we/any of us/ am/are/is in anyway related to any employee in the National Council of Science Museums, Kolkata, or any of its constituent units.

Date: (Signature of the tenderer with seal/rubber stamp)

Place:

DECLARATION -2

I/We hereby declare that I/we have not quoted any extra condition along with the Part-II (FINANCIAL ENVELOPE) of the e-tender.

Date: (Signature of the tenderer with seal/rubber stamp)

Place:

DECLARATION -3

(APPLICABLE FOR THE TENDERER/BIDDER whose Registered Office or one of the Branch Offices are not located in and around the place where the museum/centre is located)

I/We hereby declare that in case we get the contract after being technically lowest tenderer, I/we will open an office or hire a space to run our office within 20 km within one month of such award of contract, having regular telephone/mobile and other means of communication like fax/e-mail etc., where the museum/centre is located, Failure to do so on our part, our EMD and Security Deposit/Retention Money will be forfeited and the contract will be terminated forthwith.

Date: (Signature of the tenderer with seal/rubber stamp)

Place:

UNDERTAKING

This is to certify that I/we have carefully gone through the instructions to the bidders, terms & conditions of the contract and job requirement, thoroughly inspected the premises of the museum/centre and also studied the departmental estimate for providing '**GARDEN MAINTENANCE SERVICES**' (including list of materials) given in the e-tender document and thoroughly understood the obligations and have accordingly quoted our rates after going through all details. We hereby give an undertaking that we shall provide the Garden Maintenance services strictly as per the given job requirement during the period of contract. I/We have neither currently nor on any previous occasion have not been blacklisted/ debarred and no legal cases are pending. I/We have not tampered/modified the e-tender documents in any manner. In case the same is found tampered/modified, we understand that our offer shall be summarily rejected and I/we are liable to be banned from doing business with NCSM and its units and/or prosecuted as per laws.

I/We also undertake that the physical **EMD** instrument shall be deposited by me/us, as stated in Clause No. 25 (a) (i) of e-NIT, with the office of **National Council of Science Museums, 33, GN Block, Sec-V, Salt Lake, Bidhan Nagar, Kolkata-700091** before the bid opening date. Otherwise the **National Council of Science Museums, 33, GN Block, Sec-V, Salt Lake, Bidhan Nagar, Kolkata-700091** shall reject the bid and debar me/us from further tendering in NCSM or its constituent units.

Or

I/We also undertake that the **EMD** amount has already been deposited by me/us through electronic fund transfer mode with the office of **National Council of Science Museums, 33, GN Block, Sec-V, Salt Lake, Bidhan Nagar, Kolkata-700091** and the transaction details are attached for ready reference. Otherwise, the **National Council of Science Museums, 33, GN Block, Sec-V, Salt Lake, Bidhan Nagar, Kolkata-700091** shall reject the bid and debar me/us from further tendering in NCSM or its constituent units.

Date:

Place:

(Signature of the tenderer with seal/rubber stamp)

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

Annexure – III

Bid Security (Earnest Money Deposit) Declaration in respect of MSMEs

(Format for Certificate /Declaration to be typed on the letter head of the bidder with rubber seal and to be submitted in Part –I (TECHNICAL ENVELOPE) of the e-tender document)

We hereby declare that we
(name of the bidder) are registered under Micro and Small & Medium Enterprises (MSME) and eligible for exemption for submitting Bid Security (EMD) for participating in the e-tender for providing Garden Maintenance services at Museum/Centre.

We further declare and accept that if we withdraw or modify our bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a Performance Security (Security Deposit) before the deadline defined in the e-NIT, we will be suspended for the period of time specified in the e-NIT from being eligible to submit bids for contract in Museum/Centre.

(Signature of the tenderer)
with seal/rubber stamp

Date:

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

Annexure – IV

(Format for Certificate to be typed on the non-judicial paper with attestation by the notary and to be submitted in Part -I (TECHNICAL ENVELOPE) of the e-tender document)

Certified that the Tenderer/Bidder or any of its Owner/partners/Director has/have not been blacklisted/ debarred by any of the Govt. agencies or department or has/have not been found guilty of commission of acts of moral turpitude or convicted for any economic offence or violation of any labour laws etc. by any Court or any PF/ESI authorities.

It is further certified that the Tenderer/Bidder has not been terminated by any of the Govt. department/autonomous institutions/public sector undertaking of the Govt. of India/other State Govt. or Public Sector Bank or local bodies/Municipalities during past three years on violation of laws or deficiency of service or breach of contract.

(Signature of the tenderer with seal /rubber stamp)

Date:

Place:

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

Annexure - V

(Format for Certificate /Declaration to be typed on the letter head of the tenderer/bidder with rubber seal and to be submitted in Part -I (TECHNICAL ENVELOPE) of the e-tender document)

DETAILS OF PREVIOUS EXPERIENCE OF THE BIDDER

Certified that the Tenderer/Bidder has undertaken the services of similar jobs of Garden Maintenance services at the following Govt. department/autonomous institutions/public sector undertaking of the Govt. of India/other State Govt. or Public Sector Bank or local bodies/Municipalities during last five years:

Sl. No.	Name & Address, phone no and email of the Organization where similar service provided	Duration of the Contract		No. of personnel deployed at site for carrying out the service	Annual value of the contract (exclusive of GST)
		From	To		

Certified that the information furnished above are true to the best of my/our knowledge. It is hereby declared that I/we abide by the decision of Museum/Centre for registration and shortlisting of agencies as technically qualified in e-tender.

Signature with date & seal of the Proprietor/Partner/Director/C.E.O./Secretary

Place :

Date :

N.B. : Copies of all credentials (work orders/agreements, completion certificate etc.) as mentioned above must be uploaded in 'Envelope- I' (Technical Bid), failing which, the Technical Bid is liable to be rejected.

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

Annexure – VI**INFORMATION IN RESPECT OF THE BIDDER FOR PROVIDING
GARDEN MAINTENANCE SERVICE AT Regional Science Centre, Bhubaneswar**

DETAILS OF INFORMATION OF THE TENDERER/BIDDER
(All information should be given in the following format with complete details)

1.	Name of the Tenderer/Bidder	
2.	Permanent/Registered Office Full Postal Address	
3.	(a) Local Office (in & around of the MUSEUM/CENTRE) Full Postal Address of the Tenderer/Bidder	
	(b) Whether the Local Office is located in and around of the place where the museum/centre is located ? (YES / NO)	
	(c) If YES, please enclose documentary evidence like recent Telephone Bill, Electricity Bill, Rent agreement (if any)	
4.	Telephone No./Email Office Residence Mobile No.(to be available 24 hours) E-mail ID Website	
5.	State whether Proprietorship/Partnership/Company/Co.op. Society/ Society/ JV/ Consortium	
6.	Name and address of Owner(s)/Partner(s)/Director(s)/ Secretary / Authorised Signatory (in case of JV/ Consortium)	
7.	State whether Registered under various Statutory Acts (if yes, furnish all the registration numbers and also enclose photocopies of valid registered certificates)	
	a) Shops & Establishment Act Regn. No.	
	b) GST Registration No.	
	c) Provident Fund Registration No.	
	d) ESI Registration No.	
	e) Trade License No. with validity	
	f) Valid License to engage in the business of Garden Maintenance services in the district/state of (MUSEUM/CENTRE)	
	g) Permanent Account No. (PAN)	
	h) TIN Registration Number	
	i) Professional Tax Registration No.	
	j) Labour License under the Contract Labour Act, 1970	

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

8.	Registration under MSME/NSIC	
9.	No. of employees in the Office	
10.	No. of employees employed at various sites for providing Garden Maintenance services	
11.	a) Details of turnover in last three years (enclose copies of audited Balance Sheets for last 3 years) b) Bank Solvency Certificate (enclose copy of valid Certificate)	
12.	Enclose copies of Income-Tax returns filed for the last 3 years	
13.	Whether your contract has been terminated during the past 3 (Three) years on account of violation of tender terms of any organisation you served ?	
14.	Whether you have withdrawn your service voluntarily from any organisation, before completing the tenure ? If yes, please specify the reason	
Note : Separate Sheet may be used wherever required with signature & seal		

Certified that the information furnished above are true to the best of my/our knowledge. It is hereby declared that I/we abide by the decision of Museum/Centre for registration and shortlisting of agencies as technically qualified in e-tender.

**Signature with date & seal of the
Proprietor/Partner/Director/C.E.O**

Place :

Date :

N.B. : Copies of all credentials as above must be uploaded in 'Cover - I' (Technical Bid), failing which, the Technical Bid is liable to be rejected.

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

Annexure-VII**Details about the Regional Science Centre, Bhubaneswar**

Sl.No.	Particulars	Area
(i)	Area of Garden	5 Acres (apprx.)
(ii)	Length of Hedges	2000 running mtrs. including the existing and new Hedges to be developed at backyard
(iii)	Area of Lawns	16,000sq.mtr.(apprx.)
(iv)	Area of Rosary	New Rosary to be created at around of 2000 sq. mtr area and afterward this is to be maintained time to time including new sowing and trimming.
(v)	Specify any other items required to be maintained for Garden Maintenance Service:	Periodic/Regular mechanised mowing of grass, Hedge Trimming, Trimming and sizing of Tall Trees by using reliable machines.

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

Annexure-VIII**SPECIFICATIONS FOR THE GARDEN MAINTENANCE SERVICES**

- 1. For maintenance work: the agency shall be responsible for the following:**
 - i) Regular watering of plants, seedlings, trees, saplings, lawns etc.
 - ii) Regular de-weeding of unwanted plants to keep the lawns free from weeds.
 - iii) Manoeuvring of plants, trees, shrubs, lawn, hedges, beds etc. as and when required or as per the instructions of Museum/Centre authorities. (Manure shall be supplied by Museum/Centre)
 - iv) Regular lawn mowing by motorised / Petro driven lawn mowers in the following manner or as an when required or as per the direction of the Engineer in charge:
 - a) In summer and winter lawn mowing shall be at an interval of 7 to 10 days in all the zones.
 - b) In rainy season lawn mowing shall be at an interval of 5 to 7 days in all the zones.
 - c) At any point of time the height of the grass shall not be more than 2.
 - v) Regular hedge/edge trimming at an interval of 7 to 10 days in summer and winter in 5 to 7 days and in rainy season or as an when required or as per the direction of the Engineer in charge for keeping it in required shape.
 - vi) Replacement (if withers away) of trees, plants, shrubs, hedges/edges etc. on ground and in pots.
 - vii) Regular trimming of plants and shrubs.
 - viii) Regular cleaning of tree basins and pots.
 - ix) Earthing up of plants in pots as well as those planted on ground.
 - x) Removal of dried leaves and branches of trees and plants.
 - xi) Spraying insecticides, pesticides as and when required/advised.
 - xii) Potting, repotting and painting of pots.
 - xiii) Plant propagation by grafting, cutting etc.
 - xiv) Creation and maintenance of a regular nursery at site and propagation of plants, seed plantation for seasonal & perennial flowering and ornamental plants etc.**

- 2. For maintenance of the rosary, the agency shall be responsible for the following:**
 - i) The agency shall be responsible for replacement of dead plants with new rose saplings.
 - ii) Regular pruning's as well as plucking of dry flowers without damaging plants.
 - iii) Earthing up of rose plant basins, nursing of plants, removing weeds and keeping plant basins free from weeds.
 - iv) Regular spraying and dusting of insecticides/pesticides as and when required depending on the magnitude of infection.

(The aforesaid details is indicative which has to be prepared as per available facilities at each museum/centre)

Annexure- IX-(I)**Regional Science Centre, Bhubaneswar****Area of Science Park (*)****(I) LIST OF MACHINERY, EQUIPMENT & TOOLS, ETC. TO BE SUPPLIED BY THE AGENCY FOR EXECUTING THE GARDEN MAINTENANCE CONTRACT DURING THE CURRENCY PERIOD OF THE CONTRACT**

Sl. No.	List of Equipment, Machinery & Tools	Minimum Quantity / Units
1.	Lawn mowers (Petrol / Diesel)	02 Nos.
2.	Hose pipes	02 Nos.
3.	Garden shears	04 Nos.
4.	Secateurs	04 Nos.
5.	Sprayers	10 Nos.
6.	Dusters	10 Nos.
7.	Weeding hooks	10 Nos.
8.	Brooms	10 Nos.
9.	Baskets	10 Nos.
10.	Roller	05 Nos.
11.	Spades	04 Nos.
12.	Sickles	05 Nos.
13.	Swords	05 Nos.
14.	Shovels	05 Nos.
15.	Pick-axes	04 Nos.
16.	Hedge Trimmer	02 Nos.
17.	Chain Saw Cutter	01 No.
18.		
19.		
20.		

(*) The Museum/Centre shall indicate the Area of Garden & Quantity/other details of the Machinery, Equipment & Tools, etc. required for carrying out the Garden Maintenance services based on the site condition (Before publishing the e-tender) in the format at Annexure – IX (I)

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

Annexure- IX-(II) (A)

[Tenderer should furnish the unit price of the CONSUMABLES which they would supply to Museum/Centre on emerging as successful tenderer in the format at **Annexure IX (II) – (A)**]

TO BE SUBMITTED BY THE TENDERER ON THEIR LETTER HEAD IN THE FINANCIAL BID ENVELOPE IN PDF FORMAT

(II). (A) INDICATIVE LIST OF CONSUMABLES (#) TO BE SUPPLIED BY THE AGENCY DURING THE CURRENCY PERIOD OF THE CONTRACT

Sl. No	Description of items	Unit (per kg/per piece)	Rate To be quoted by the Agency (Rs.)
1.	Good earth	5 x 800 cc	
2.	Cow dung Manure	3 x 800 cc	
3.	Earthen flower pot of 12" size	200 Nos.	
4.	Earthen flower pot of 8" size	200 Nos.	
5.	Earthen flower pot of 6" size	200 Nos.	
6.	Mustered oil cake dust	50 kg	
7.	Bone dust	50 kg	
8.	Horn dust	50 kg	
9.	Urea	50 kg	
10.	D.A.P.	50 kg	
11.	Suphala 10:26:26	50 kg	
12.	Suphala 15:15:15	50 kg	
13.	Super Phosphate	50 kg	
14.	Bavistin	50 kg	
15.	Gamaxin Powder	50 kg	
16.	Rose mix	50 kg	
17.			
18.			
19.			
20.			

Note: Procurement of these items from the successful bidder is the sole discretion of the Museum/Centre.

(#) The Museum/Centre shall indicate the CONSUMABLES required for carrying out the Garden Maintenance services based on the site condition (Before publishing the e-tender) in the format at Annexure –IX (II) (A)

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

Annexure- IX-(II) (B)

[Tenderer should furnish the unit price of the **SEEDLINGS/SAPLINGS/PLANTS, etc. (\$) which they would supply to Museum/Centre on emerging as successful tenderer in the format at Annexure IX (II) – (B)]**

TO BE SUBMITTED BY THE TENDERER ON THEIR LETTER HEAD IN THE FINANCIAL BID ENVELOPE IN PDF FORMAT

(II) (B) INDICATIVE LIST OF SEEDLINGS/SAPLINGS/PLANTS ETC. (\$) TO BE SUPPLIED BY THE AGENCY DURING THE CURRENCY PERIOD OF THE CONTRACT WITH PRICE DETAILS.

Sl. No.	Description of Item	Unit (per kg/per piece)	Rate To be quoted (Rs.)
	i) Winter Seedlings: -		
1	Chrysanthemum pompon	500 Nos.	
2	Chrysanthemum giant / English ver 1000	250 Nos.	
3	Celocia plumosa	50 Nos.	
4	Dahlia	400 Nos.	
5	Salvia dwarf	400 Nos.	
6	Aster	400 Nos.	
7	Petunia white	400 Nos.	
8	Petunia bicoloured (single)	400 Nos.	
9	Pansy gaint	400 Nos.	
10	Phlox	400 Nos.	
11	Dianthus	200 Nos.	
12	Gladiolas bulb	200 Nos.	
13	Marigold French mix ver.	400 Nos.	
14	Marigold Inca hybrid	400 Nos.	
15	Calendula (double)	400 Nos.	
16	Zerbera	70 Nos.	
17	Antirrhinum dwarf	10 Nos.	
18	Marigold white	400 Nos.	
	ii) Summer Seedlings:		
1	Sunflower single	400 Nos.	
2	Sunflower double dwarf	400 Nos.	
3	Kochia	400 Nos.	
4	Zinnia	400 Nos.	
5	Gillardia	200 Nos.	
6	Cosmos	400 Nos.	
7	Holyhog	400 Nos.	
8	Marigold	400 Nos.	
9	Zefiranthus lily white	40 Nos.	
10	Zefiranthus lily pink	40 Nos.	
11	Zefireanthus lily yellow	40 Nos.	
	iii) Rainy Seedlings:		
1	Cosmos	400 Nos.	
2	Zinnia	400 Nos.	
3	Balsum	300 Nos.	
4	Zephyranthes Panpida(Lily)	300 Nos.	
	iv) All seasons		
1	Mini Rongon	400 Nos.	
2	Duranta	400 Nos.	
3	Murraya Exotica	400 Nos.	
4	Latina Palm Height 3ft and above	20 Nos.	
Note: Procurement of these items from the successful bidder is the sole discretion of the Museum/Centre.			

(S) The Museum/Centre shall indicate the SEEDLINGS/SAPLINGS/PLANTS, etc. required for carrying out the Garden Maintenance services based on the site condition (Before publishing the e-tender) in the format at Annexure –IX (II) (B)

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

Annexure- X**Regional Science Centre, Bhubaneswar****DEPARTMENTAL ESTIMATE FOR PROVIDING GARDEN MAINTENANCE SERVICES**

Sl. No.	Items	Charges per month	
		Rate per person (in Rs.)	Amount for 02 (two) no persons (in Rs.)
A. Charges for deployment of Garden Maintenance Personnel :-			
1.	Un-skilled Personnel - 02. Nos.		
	a. Minimum wages (Inclusive of VDA) @ (₹ 437.00 + ₹ 179.00) ₹ 616 x 26 days	₹ 16,016.00	₹ 32,032.00
	b. P.F. @ 13% (Subject to ceiling of ₹ 15,000.00 as Employer's Contribution)	₹ 1,950.00	₹ 3,900.00
	c. E.S.I.@ 3.25% on minimum wage (wage ceiling of ₹ 21,000.00)	₹ 520.52	₹ 1,041.04
	d. Bonus 8.33% on minimum wages	₹ 1,334.13	₹ 2,668.26
	e. Leave Salary @ 1.5 days per month of Minimum Wages per day i.e ₹ 616.00	₹ 924.00	₹ 1,848.00
	f. Overtime charges for 3 national holidays per annum (₹ 616.00 X 3 /12)	₹ 154.00	₹ 308.00
	g. TOTAL (a to f)	₹ 20,898.65	₹ 41,797.30
B.	Service Charges towards utilisation of Machineries, Equipment & Tools as per Annexure-IX (I)	TO BE QUOTED BY THE TENDERER IN THE BOQ SHEET ONLY	
C.	Service charge of the agency comprising of overhead and administrative charges, for execution of Garden maintenance contract as stipulated in Clause 17 of General Terms & Conditions of e-Tender.	TO BE QUOTED IN THE BOQ SHEET ONLY EQUIVALENT TO minimum 2% of Departmental Estimate [i.e. Sl. No. (A). 1.g above]] to be quoted in RUPEES {absolute value in Rupees to be quoted and NOT in percentage (%)}. Bids with Service Charge below 2% of the Departmental Estimate shall be considered to be unworkable and shall be rejected.	
D.	Total (A + B + C)		
E.	GST (as applicable) – Figure on D		
F	Grand Total (D + E)	₹ 41,797.00 (R/o) (Excluding figures at Column B, C & E.)	

Note:

1. Minimum wages, PF, ESI, BONUS amount are statutory payments and accordingly the quantum of amount will vary as per the directives issued by Govt. of India from time to time.
2. In case the minimum wage/wage of any personnel engaged by the Tenderer/Bidder cross Rs.21,000/- per month, such person is exempted from the purview of the E.S.I Act and Payment of Bonus Act, 1965 and amended in 2015 and no contribution to be paid/reimbursed by the Museum/Centre.

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

Annexure – XI

**CERTIFICATE/UNDERTAKING TO BE SUBMITTED BY THE AGENCY
AT THE TIME OF CLAIMING MONTHLY BILL**

**(to be written on the BACKSIDE of the MONTHLY BILL of the AGENCY or
separately on letter head with signature of the authorised signatory
along with rubber seal)**

1. This is hereby confirmed that the Basic plus VDA, other statutory payments quoted in the bill for the Month of ____ Year ____ is not less than the current minimum wages stipulated by the Ministry of Labour and Employment, Government of India and that other mandatory charges, i.e. EPF, ESI, Bonus etc. are in conformity with the provisions of the respective Acts/Rules. It is further agreed that the contract dated ____ shall be terminated if any of the above rates and percentage are not in compliance with the respective statutory law(s).
2. Enclosed herewith the proof of having deposited the amount of contribution claimed by us/me on account of ESI, EPF & GST towards the Garden Maintenance personnel deployed at **Regional Science Centre, Bhubaneswar** in their respective names for the payments of previous month.
3. It is further certified that the payments for the previous month has been made as per the Minimum Wages Act 1948 and disbursed in accordance with the Payment of Wages Act, 1936.

Total Monthly Charges, including Taxes (As applicable) : Rs. _____

Encl: As above.

Date:
Place:

Signature of authorized person
Full Name:

Seal:

Name of the Agency

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

Annexure -XII

(Format to be typed on the letter head of the Tenderer/Bidder with rubber seal and duly signed by the authorised signatory)

Tender's/Bidder's Authorization Certificate

To,
The Director,
Name & Address of Museum/Centre

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIT reference No. _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -
Signature:
Authorised Signatory: -
Seal of the Organization: -

Verified

Date:

Place:

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

Annexure-XIII

(Format to be typed on the letter head of the Tenderer/Bidder with rubber seal and to be submitted in Part -I (TECHNICAL ENVELOPE) of the e-tender document)

**ANNUAL TURNOVER & NET WORTH AS PER THE AUDITED ACCOUNTS
TOWARDS THE QUALIFYING EXPERIENCE**

S. No.	Financial Year (Last Three Financial Years)	Turnover in Indian Rupees(INR)
1.		
2.		
3.		

(In case of Consortium, the Turnover of only lead partner needs to be mentioned)

S. No.	Financial Year (Last Financial Year)	Net Worth (INR)
1.		

(Signature of Authorised Signatory)

This is to certify that the above information has been examined by us on the basis of relevant documents; books of accounts & other relevant information and the information submitted above is as per record and as per details annexed.

Signature, Address, Seal & Membership No of Chartered Accountant.

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

Annexure – XIV

Declaration on Registration as MSME

(Following declaration to be provided by the Vendor on the Company letterhead)

This is to certify that our Firm/Company/Society *(Name of the Firm/Company/Society*
*)* located at

.....
(Address) has registered as MSME. The details of registration are provided below:

S1	Particulars	Details
1	Vendor Code (allotted by BEL)	
2	Name of the Vendor / Company	
3	Date of incorporation	
4	Udyog Aadhaar Number	
5	GST number	
6	PAN number	
7	Type of Enterprise	Micro / Small / Medium
8	Major activity	
9	Type of Organization	Proprietary / Hindu Undivided Family / Partnership / Co-operative / Private Limited Company / Public Limited Company / Self Help Group / Limited Liability Partnership / Society / Co.op Society/Trust / <i>Non-MSME (not a MSME)</i>
13	Have your investment in plant and machinery crossed the prescribed limits of MSME Act	Yes / No Value (for MSME Only) :
14	Copy of Udyog Aadhaar	(for MSME only) : Yes / No

I / we undertake to keep the National Council of Science Museums (NCSM) / Museum / Centre informed if at any point in future, I/we cease to become MSME vendor or change in category as per the extant rules and such disclosures is entirely our responsibility. Until then, the firm/company/society does not hold NCSM as responsible for any issues related to MSME.

Date:

Signature of Authorized Person with Company Seal

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

Annexure – XV**Regional Science Centre, Bhubaneswar****CHECK LIST ON PREPARATION OF BIDS**

Sl. No.	Particulars	Yes/No	Proof attached, wherever applicable, (Yes/No)
1.	Have you filled in and signed the contact details form?		
2.	Have you read and understood various conditions of the contract and shall abide by them?		
TECHNICAL BID			
3.	Have you enclosed the EMD of Rs. _____ in the Technical Bid?		
4.	Have you taken prints of all the Sections of e-Tender including its Annexures, in the prescribed paper size and signed on all the pages of the tender documents?		
5.	Have you attached with e-tender the proof of having met the required minimum eligibility criteria?		
6.	Legal Valid Entry: Have you attached the attested certificate issued by the Registrar of firms/companies with the e-tender?		
7.	Financial Capacity: Have you attached Audited Balance Sheets with the e-tender?		
8.	Registration with Govt/Statutory Bodies like ESIC, EPF, Labour department, GST, IT Department (PAN), Professional Tax as stated in the e-tender (Have you attached a copy of each of the Registration certificate with the e-tender ?		
9.	Registration under MSME		
10.	Experience: Have you attached the attested experience certificates issued by the Organizations/Govt. Departments/Corporate Sector for the last five years with the e-tender?		
11.	Have you attached the copy of work order for Garden Maintenance services of last three years?		
12.	Have you attached the copy of satisfactory completion certificate for Garden Maintenance services for a period of one year without any break last three years?		
13.	Have you attached the proof of authorisation to sign on behalf of the bidder in the Technical Bid?		
14.	Have your Technical Bid been prepared and attached as per the requirements of the e-Tender?		
FINANCIAL BID			
15.	Have you studied carefully the departmental estimate (Annexure-X)?		
16.	Have your Financial Bid proposal is duly filed/complied and uploaded		

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

Annexure - XVI**A G R E E M E N T**

The Articles of Agreement made at _____ (place of agreement) this
day of between **Regional Science Centre, Bhubaneswar
 Pandit Jawaharlal Nehru Marg, Bhubaneswar-751013**, a unit of National
 Council of Science Museums (NCSM), a society registered under the Societies'
 Registration Act of West Bengal, 1961, having its office at Sector-V, Block-GN,
 Bidhanagar, Kolkata-700091 (hereinafter referred to as Museum/Centre, which
 expression shall unless repugnant to the context, mean and include its
 successors, executors, administrators and assigns) **ON THE ONE PART.**

And

M/s....., (full address) (hereinafter referred to
 as the **Agency**, which expression shall unless repugnant to the context, mean
 and include their respective heirs, executors, administrators, legal
 representatives and assigns) **ON THE OTHER PART.**

WHEREAS **Regional Science Centre, Bhubaneswar Pandit Jawaharlal Nehru
 Marg, Bhubaneswar-751013** is desirous of getting the Visitors' service by way of
 providing Garden Maintenance services at the Museum/Centre and issued an e-
 Tender/e-NIT bearing No. _____ dated _____ with detailed
 scope of work, Information & Instructions to bidders and General Terms &
 Conditions of contract which shall be an integral part of this contract.

AND WHEREAS the financial bid made by the said Agency in response to the said
 e-NIT has been accepted as the most competitive and accordingly, a Letter of
 Intent (which forms part of this agreement) vide Letter of Intent (LoI)
 No..... dated was issued to the Agency.

NOW THEREFORE, it is hereby agreed and declared by and between the parties
 hereto as follows:-

1. The Museum/Centre remains open daily from ___AM to ___PM (which may
 be altered by the Museum/Centre at its discretion) on all the ___ days in a
 year (except _____) and the agency has to provide required uninterrupted
 service throughout the year. Hence, it is essential to keep adequate reserve
 manpower for replacing their personnel during their weekly
 off/leave/absence from duty etc.
2. The Agency shall ensure that all statutory wages and allied benefits like P.F.,
 ESI, Bonus, etc., as are prescribed by the Government of India from time to
 time, are paid to personnel deployed for the purpose of this contract. The
 Agency shall remain liable to the authorities concerned for compliance of the
 respective existing rules and regulations of the Government of India for this
 purpose and shall also remain liable for any contravention thereof. The
 Agency shall have to abide by the minimum wage legislations and must pay
 minimum wage as per law to the personnel deployed by them in the campus
 of the Museum/Centre for the purpose of this contract at any time in the
 premises of the Museum/Centre.

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

In case the minimum wage/wage of any personnel engaged by the Tenderer/Bidder cross Rs. 21,000/- per month, such person is exempted from the purview of the E.S.I Act and no contribution to be paid/reimbursed by the Museum/Centre. In that case, insurance policy covering the risk under the Workmen Compensation Act, 1923 for this/these exempted person/personnel may be taken from **nationalized insurance companies only** (viz. National Insurance Co. Ltd., Oriental Insurance Co. Ltd., The New India Assurance Co. Ltd., United India Insurance Co. Ltd.) & the premium amount (premium is normally calculated based on age & monthly earning of such person/personnel as per the Workmen Compensation Act, 1923) will be reimbursed by the Museum/Centre to the Tenderer/Bidder.

If the area of Museum/Centre is not covered under the ESI Scheme/Act, the Tenderer/Bidder is required to take an insurance policy as per the Workmen Compensation Act, 1923 for the personnel engaged in such Museum/Centre and premium amount will be reimbursed to the Tenderer/ Bidder after production of the premia receipt(s) of the personnel engaged by them. The premium will be fixed by taking into account the age of the deployed personnel along with their monthly earning as per the Act.

Bonus shall be paid once in a year by the Agency and subsequently it will be submitted as the reimbursement claim supported with muster roll & remittance to bank account of the personnel of the Agency deployed for execution of this contract authenticating its disbursement.

3. **The Agency shall submit the proof of having deposited the amount of contributions claimed by them on account of ESI and EPF towards the persons deployed at the museum/centre for the purpose of this contract in their respective names each month while submitting their GST compliant bills for the subsequent month.** In order to substantiate the proof of payment, the agency must submit GST challan, ESI challan, EPF challan and copy of salary disbursement document with details of head of payment (wage & allowances) and all deductions (PF, ESI, etc.) of the personnel deployed by them along with their particulars and proof of transfer of wages into the respective bank accounts of the deployed personnel to MUSEUM/CENTRE. In case EPF & ESI payment, one of the following documents shall be provided along with corresponding EPF & ESI challan:
 - (a) ECR challan along with scroll of the employees / EPFO TRRN query status with successful payment confirmation generated from official website of EPFO.
 - (b) EPF Account statement/ any authenticated document received from EPFO showing the entries of the amount credited.
 - (c) ECR challan along with scroll of the employees generated from the website of ESI.

In case non-deposit of EPF / ESI by the agency, the amount equal to the share of EPF/ESI in respect of employer and employees shall be withheld and other components of invoice shall be paid in the first instance.

If the agency fails to pay the share of EPF/ESI in respect of employees and employer in the subsequent month then the contract may be terminated by forfeiting the security deposit of the contractor besides debarring the agency for 3 years from participating in the future e-tender process of NCSM & its constituent units.

Copies of the quarterly, half-yearly & annual returns of GST, ESI, EPF and Professional Taxes shall be submitted after its submission to the concerned authorities.

4. The Agency shall pay wages to the personnel deployed by them through the respective Bank Account latest by the 7th of every month and shall produce copy of the Acquaintance Roll and bank statement every month along with their bill.
5. During the period of this contract, the Agency shall provide proper and adequate service as per Clause 9 of the General Terms & Conditions and perform their duties diligently, honestly and to the entire satisfaction of the Museum/Centre. The Agency shall constantly keep in touch with the Museum/Centre regarding their Garden Maintenance services and abide by all instructions and directives issued by the authority of the Museum/Centre in this regard.

The Agency shall give or provide all necessary superintendence during the execution of the Garden Maintenance related assignment for proper fulfilling of their obligation under the contract.

6. The Agency shall ensure compliance of all Acts, Rules and statutory orders in force with regard to deployment of their staff in the premises of the Museum/Centre for the purpose of this contract and shall keep the Museum/Centre indemnified against any liabilities arising out of non-compliance of any of the Acts, Rules or Orders on their part.
7. The Agency shall not deploy any unfit person (or persons having any contagious disease) or person below 18 years or above 60 years of age for Garden Maintenance services in the Museum/Centre. In this regard, Agency shall submit annual return to the Museum/Centre authority in respect of age/Date of Birth, medical fitness of their deployed Garden Maintenance personnel. The person(s) found medically unfit/physically deteriorated at any point of time will not be allowed to perform duties and the Agency will be responsible to replace such person within 24 hours.
8. The Agency shall make periodical Police verification of the particulars of their employees and issue proper identity cards to those employees who are deployed by them at any point of time for the purpose of this contract in order to facilitate verification of their identity by the Museum/Centre. They shall always wear uniform and identity card while inside the premises of the Museum/Centre.
9. The Agency shall be liable to comply with directions of the Museum/Centre to replace within 24 hours of receipt of such direction, any member of their staff deployed for the purpose of this contract and shall make immediate necessary alternative arrangements to ensure proper and adequate services.

10. Items as mentioned in the **Annexure IX (II) - A & B** are required to be supplied by the successful bidder as per the rates quoted by him during the currency of the contract. **However, procurement shall be the sole discretion of the Museum/Centre.**
11. All Garden Maintenance personnel deployed by the Agency in the Museum/Centre, shall be in proper uniform and should be neat and clean *while on duty*. The Agency shall at their cost (**out of the service charges quoted by them in this tender**): -
 - (i) **supply uniform including shoes, socks, name tally, raincoats, gloves, raincoats & woollen clothing and other accessories for their personnel.**
 - (ii) **take appropriate insurance to cover** all risks, damages or injuries, including related claims, which might occur to any person, including a third party, or to any property, including equipment, papers and documents, and arising out of, or connected with the staff member's performance under the present contract. Copy of the insurance policy may be submitted to the Museum/Centre.
 - (iii) **dispose of the garbage weekly beyond the Museum/Centre at appropriate or designated place.**
12. The agency shall be responsible to maintain adequate hygiene & cleanliness while providing Garden Maintenance service and **shall strictly adhere to the Standard Operating Procedures (SOPs) & Guidelines** issued by the Government from time to time **for preventing spread of COVID-19** pandemic, wearing of masks and hand gloves by their personnel and the cost of which shall be borne by the agency.
13. **Museum/Centre shall accept no liability explicit or implicit for, nor any financial or other consequences arising** from, sickness, injury, damages, partial or full disability or death of the Garden Maintenance personnel of the agency deployed in **MUSEUM/CENTRE** as per the contract or any person(s) performing any work on their behalf under the present contract, including the time spent in travel for performing the duty under the present contract nor for any damages which may arise by reason of the neglect or default of any of them.
14. The Agency shall be responsible for observance and compliance of different industrial laws as in force and they shall ensure that no demonstration/agitation of any kind takes place inside or near the premises of the Museum/Centre by Garden Maintenance personnel engaged by the Agency.
15. The Museum/Centre shall pay to the Agency nothing more than the amount as may be due under the contract terms.
16. The agency shall not sub-contract or sub-let, transfer or assign the contract or any other part thereof to any person/agency.
17. The payment shall be made through e-payment on monthly basis within 30 days from the date of submission of the proper and pre-receipted GST compliant bill, duly certified by the authorized representative of Museum/Centre. In case of the Agency's failure to provide requisite services on particular day/days, proportionate deduction as decided by the

competent authority of the museum/centre, shall be made from the monthly bill.

18. The Museum/Centre shall reimburse the amount of Goods and Service Tax (GST) as applicable and paid by the Agency to the authorities on account of services rendered by them to the Museum/Centre. The reimbursement shall be admissible on production of proof of deposit i.e. copy of challan by the Agency. **GST is levied on Basic Rate, Fixed charges towards machinery & equipment provided and Overhead & administrative charges as detailed in Annexure-X.**
19. In the beginning, the contract shall be on a trial basis for three months only, and thereafter, it would be extended for a further period of nine months, if the services are found to be satisfactory during the trial period of the Agency. The contract may be renewed at the discretion of Museum/Centre on year-to-year basis for a maximum period of three years, including the trial period. However, in the event of such renewal of the Contract each year, the Service charges of the Agency shall not be revised. But the liability due to revision of minimum wages and statutory duties & taxes from time to time, shall only be considered for revision.
20. Agency is required to furnish a Declaration-cum-Irrevocable Undertaking as per **ANNEXURE-XVII** that in case it is found that Owner or any of his/her employees are involved in illegal, immoral & corrupt practice after award of the Contract, the Museum/Centre has full right to cancel the contract with or without reason assigning reasons.
21. The contract can be terminated by Museum/Centre at any time without notice in the event of gross security risk or gross damage to Museum/Centre's property due to agencies' failure or persistent failures of the Agency in providing satisfactory service to the Museum/Centre and the decision of Museum/Centre in this regard shall be final and binding on the agency. For reasons other than those mentioned in the Clause above, the contract can be terminated by either party by providing clear three months' notice in writing.
22. The Agency shall ensure placing the agreed number of manpower for the purpose of providing the Garden Maintenance services at the Museum / Centre. In case of absence of personnel deployed by the Agency for any reason, required number of substitutes to be provided by the Agency, failing which the Museum / Centre shall be at liberty to utilize such services from other available sources and such expenses that will be incurred shall be borne by the Agency. The Museum / Centre shall be entitled to recover such expenditure by deduction from the payments due to the Agency including the Security Money.
23. **PENALTY:-***In the event of any deficiency in the Garden Maintenance services rendered by the agency, any time during the currency of the contract, the museum/centre shall impose penalty as finalised by the duly constituted committee which shall be recovered from the monthly bill(s) of the agency. The decision of the museum/centre shall be final and binding on the agency.*

In case of non-payment/partial payment of wages to the personnel deployed by the agency within the time frame as per Clause 5 of the General Terms and Conditions, a caution notice may be issued to the agency. A PENALTY of 0.25% of the contract value subject to a maximum Rs.5000/- per day may be deducted from the monthly bill of the agency with the approval of competent authority, if disbursement of payment not done within 10th day of the month. For persistent breach or unsatisfactory services as stipulated in the terms and conditions, the contract will be terminated forthwith along with forfeiture of Security Deposit followed by blacklisting of the agency.

24. The Agency shall indemnify the Museum / Centre against all claims which may be made under all and/or any of the Labour Laws of the Land including the Employees Compensation Act or any statutory modification thereof or rules there-under or otherwise for in respect any damage of compensation payable in consequence of any accident or injury sustained by any workmen engaged in the performance of the contract. In all cases of personal injury to any workmen employed by the Agency on the works is liable to pay compensation under the Employees Compensation Act.
25. The Agency shall indemnify the Museum / Centre against all claims which may be made under the Minimum Wages Act, 1948, Abolition of Child Labour Act, 1986, Provident Fund Act, 1952, ESI Act 1948, Payment of Bonus Act 1965, Industrial Dispute Act 1947, Payment of Gratuity Act 1972, Payment of Wages Act, 1936 or any statutory modification thereof or Rules there-under or otherwise for in respect of any damage or compensation arising in-consequence of any dispute under these Acts. In case any dispute is lodged against Museum/Centre under any Acts stated above, the Agency shall implead himself in the case and counter the matter. If the Agency does not do so and violate the same, it will be treated as violation of the terms of the contract, for which, the Museum/Centre may unilaterally terminate the agreement without giving any notice and recover the cost/expenses involved in the process including the dues if any from the Agency. The Agency shall ensure that the personnel deployed by him at the Museum / Centre for executing the works under this contract must adhere and follow the all the safely norms. For any violation / contravention on safety aspects, liquidated damage to the extent the Museum / Centre suffer loss will be recovered from the Bills or / and the Security money besides the lawful action to be taken against the Agency.
26. The Agency shall ensure that the personnel deployed by him at the Museum / Centre for executing the works under this contract must adhere and follow the all the safely norms. For any violation / contravention on safety aspects, liquidated damage to the extent the Museum / Centre suffer loss will be recovered from the Bills or / and the Security money besides the lawful action to be taken against the Agency.
27. **ARBITRATION:-**
In case of any dispute arising out of this contract between the museum/centre and the Agency, the matter shall be referred to the sole arbitration of a person to be appointed by the Director General of NCSM on receipt of an official request with details of the dispute, from either the museum/centre or the Agency. The award of the arbitrator so appointed

shall be final, conclusive and binding on all parties to the contract. The submission shall be deemed to be submission to arbitration under the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and of the rules made there under for the time being in force.

28. **COURT JURISDICTION:-** All disputes arising out of the tender and this contract shall be subjected to exclusive jurisdiction of the Courts at **Cuttack, Odisha** and the writ jurisdiction of Hon'ble High Court of **Cuttack, Odisha**.

29. **FORCE MAJEURE**

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire, pandemic, epidemic, quarantine restriction, natural calamities directly affecting the performance of the Contract, Flood and Acts and Regulations. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other party within 72 hours of the ending of the cause respectively. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts. If deliveries/services are suspended by Force Majeure conditions lasting for more than 2 (two) months, (Museum/Centre) shall have the option of cancelling this contract in whole or part at their discretion without any liability at their part.

30. The following documents will be the part of this agreement for all purposes in connection with the execution of this contract for providing *Garden Maintenance services* :

- (i) E-Tender document along with all Annexures.
- (ii) LOI
- (iii) Copies of correspondences exchanged/to be exchanged in future between the Agency & Museum/Centre.

In witness whereof the parties hereto have set their respective hands the day and the year and the place hereinabove written:

Signed by for and on behalf of the Museum/Centre:-

In presence of 1)

2)

Signed by for and on behalf of M/s.....

ANNEXURE-XVII

(FORMAT FOR DECLARATION-CUM-IRREVOCABLE UNDERTAKING TO BE TYPED ON BIDDER'S/TENDERER'S LETTER HEAD AND TO BE SUBMITTED IN PART-I (TECHNICAL ENVELOP) OF THE E-TENDER DOCUMENT)

DECLARATION-CUM-IRREVOCABLE UNDERTAKING BY THE TENDERER

I/We have fully understood the above General Terms & Conditions of tender as well as the Instructions to the Bidder and other conditions attached with the e-tender which are returned herewith duly signed by me/us in token of having accepted the same in toto and I/We have quoted the above rates and made my/our offer keeping in view these terms and conditions. I/We fully agree that once I/We have endorsed my/our signatures herein below, all conditions of the tender will be applicable to me/us and it is not revocable under any circumstance.

I/we also hereby specifically undertake that the decision taken by the Tender Evaluation/ Financial Bid Evaluation Committee/Competent Authority is binding on me/us in general and the decision on unworkable tender under Clause No. 25 (b) (iii) in particular.

I/we hereby further undertake that in-case it is found that myself/ourselves or my/our organization or my/our employees are involved in illegal, immoral & corrupt practice, the Museum/Centre has full right to cancel the contract with or without reason assigning to me/us.

Place:

Date:

Signature of the Tenderer with Seal / Rubber Stamp

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory