



INDIAN MUSEUM, KOLKATA

MINISTRY OF CULTURE

GOVERNMENT OF INDIA

Phone No 033 2252 1790

Website: www.indianmuseumkolkata.org

Invitation of Tender Bid for Deployment Of Contractual Staff

ADMINISTRATION DEPARTMENT

INDIAN MUSEUM, KOLKATA

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27, JAWAHARLAL NEHRU ROAD

KOLKATA- 700016

WEST BENGAL

Subject: E-TENDER DOCUMENT FOR APPOINTMENT OF CONTRACTOR FOR ENGAGEMENT OF CONTRACTUAL STAFF IN INDIAN MUSEUM, KOLKATA

Indian Museum, Kolkata (Autonomous Body under Ministry of Culture, Govt. of India) invites Local Competitive Bids (LCB) from competent and experienced / approved Contractors / Firms for the mentioned work / service under OPEN E-TENDER SINGLE-STAGE COMPOSITE-BID SYSTEM through Govt. E Market (GeM) Portal <https://gem.gov.in> . One complete set of Bid Document is uploaded in E-Procurement Portal. Interested Bidders are invited to submit their most competitive bids on or before the scheduled bid closing date and time through Govt. of India (GeM) Portal. For ready reference, few salient points of the Tender (Covered in detail in the Bid Document) are highlighted below:

Important Information & Dates:

EMD Amount	Rs.4,00,000/-
Tenure and validity	Initially 03 months on trial basis, there after 09 months subject to satisfactory performance of the agency. The contract may be renewed on a year-to-year basis based on satisfactory performance for a maximum period of 03 years including trial period of 03 months at the discretion of the Indian Museum.

REGISTRATION

- 1) Tenderers/bidders are required to enrol on the e-Procurement module of the Government E Market Portal (URL: <https://gem.gov.in>) by clicking on the link “***Click here to Enrol***” on the GeM 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 GeM 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 GeM 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 organization name, form of contract, location, date, other keywords etc. to search for a tender published on the GeM 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 GeM 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 any 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 ready the bid documents 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 avoid 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 the tenderer/bidder uploads the bid in time i.e. on or before the bid submission time as per the system. Bidder will be responsible for any 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.
- 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 latest by 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 with their respective financial quotes and other details (such as name of the Tenderer/bidder). 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 Indian Museum shall be final and binding.**

- 7) The server time (which is displayed on the tender's/bidder's parhboard) 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 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 will 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: -

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the-

Tender Inviting Authority (TIA)

Director's Office

Indian Museum

27, Jawaharlal Nehru Road, Kolkata-700 016

Tel. No. : (033) 2252-1790

Website : www.indianmuseumkolkata.org

Email : indianmuseumkolkata2@gmail.com

NOTICE INVITING e-TENDER (e-NIT)

IM(T)/Admn/Tender/ Dated 06.09.2021 (Monday)

The **Indian Museum, Kolkata** is functioning under the Ministry of Culture, Govt. of India.

General Terms & Conditions:-

1. Online e-tenders are hereby invited from reputed and experienced agencies for providing "Contractual Staff" (Skilled & Highly Skilled) at **Indian Museum, Kolkata - 700 016** on Contract basis. Estimated requirement of no. of manpower in each category (High-Skilled, Skilled) and their minimum wages & statutory levy conforming to the rates of minimum wages prescribed by Chief Labour Commissioner (C), Govt of West Bengal, w.e.f. 01.04.2021 is furnished at **Annexure – IV** herewith. **Tenderers are required to quote only rate of their service charges per head per month comprising of their administrative charges / profit in the BOQ.**

The tenderer should fulfil the following eligibility criteria: -

- A)**
- i) Should be either registered as a Company under Companies Act 1956/ 2013 or as a Partnership (including Limited Liability Partnership) under Partnership Act, 1932 as the case may be and should be in existence as an entity for not less than five years as on **30.06.2021**.
 - ii) Should be in possession of (a) Trade License (b) PAN Card [in the name of firm/agency] (c) EPF/ PF Registration and code numbers (d) ESI Registration (e) P-Tax registration (f) Registration under the Shops & Establishment Act (g) GST Registration, Contract Labour registration Certificate duly renewed and Certificate of Registration of the Company/firm.
 - iii) The Registered Office or one of the Branch Offices of the tenderer should be located in and around Kolkata and names of Contact Persons with Landline numbers, Cell phone Numbers and proper E-Mail ids should be made available. The agency or any of its partners /directors etc. should not have been black listed/ debarred by any of the government agencies or department or institution/ corporate body or should not have been found guilty of

commission of acts of moral turpitude or convicted for any economic offence, Criminal offence under Indian Penal Code and PML Act and/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. An affidavit about self declaration of above facts on Non-Judicial Stamp paper of Rs.20/- duly notarized or on firm's letter head duly signed and sealed shall be enclosed with the technical bid to that effect.

iv) Further, no past contract of such an agency should have been terminated in the past 3 years on account of violation of laws or deficiency of services or breach of contract. (To be submitted as per Annexure-VII in bidder's/ tenderer's letterhead with Company seal and sign).

- B)** The Bidder/Tenderer should have minimum 05 (Five) years experience in executing similar kind of museum related technical job in Central Government/ Central Autonomous Bodies/ State Govt/ Central Public Sector Undertakings / Corporate bodies and shall attach a list of such organizations with contact numbers where the Agency is currently providing/ has earlier provided this kind of service and a certificate of credential and copies of work order and completion Certificate shall be submitted in support of their claim.
- C)** Minimum Annual turnover has to be Rs.3.00 Cr. (Rupees Three Crore) during the last 3 (three) financial years. [Tenderer shall attach relevant documents (Income tax return, audited report Trading, P/L & BS from authorized Chartered Accountant) as proofs with the Technical bid].
- D)** The Tenderer should meet any one of the three criteria as under:
- i) Currently providing / Has previously provided successfully ONE similar museum related technical services having annual value equal Rs.50.00 lakh in any Departments/Autonomous Institutions/Public Sector Undertakings of the Government of India/other State Government or Public Sector Banks or Local Bodies/ Municipalities/ Corporate sectors during last three financial years.
- OR
- ii) Currently providing / Has previously provided successfully TWO similar museum related technical services having annual value equal to Rs. 30.00 lakh in any Departments/ Autonomous Institutions/ Public Sector Undertakings of the Government of India/ other State Government or Public Sector Banks or Local Bodies/ Municipalities/ Corporate sectors during last three financial years.
- OR
- iii) Currently providing / Has previously provided successfully THREE similar museum related technical services having annual value equal to Rs.

20.00 lakh in any Departments/ Autonomous Institutions/Public Sector Undertakings of the Government of India/other State Government or Public Sector Banks or Local Bodies/ Municipalities/ Corporate sectors during last three financial years.

2. The place of work shall be the place where the Indian Museum is located
3. Each bidder shall upload only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids shall be liable for rejection.
4. The bidder shall bear all costs associated with the preparation and submission of the bid and the Indian Museum Kolkata, shall in no case be responsible or liable for any costs, regardless of the conduct or outcome of the tender process.
5. Information and Instructions for tenderers/bidders posted on website shall form a part of the bid document.
6. The bid document consisting of guidelines for Museum related technical services, job requirement to be fulfilled and the set of Terms and Conditions of the contract is to be complied with and other necessary documents can be seen and downloaded from <https://gem.gov.in> free of cost.
7. 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 criteria laid down and if they are in possession of all the documents / registrations required.
8. The Bidder should sign and stamp each page of the tender documents as a token of having read and understood the terms & conditions contained therein and upload the same along with the bid. No photocopies of this tender document would be accepted.
9. Out of the online bid documents submitted by intending tenderers/bidders, the technical bids of only those tenderers/bidders shall be opened, who have deposited Earnest Money Deposit as specified above duly scanned, uploaded and found in order. Conditional bid shall not be considered and will be out rightly rejected at the very first instance. The financial bids of only those tenderers/bidders whose Technical Bids are found to be in order and accepted and shall be opened by the Tender Evaluation Committee (TEC) authorised for the purpose.
10. Those agencies not registered on the website mentioned above, are required to get themselves registered beforehand.
11. The intending tenderer/bidder must have valid Class II or Class III Certificates with signing key usage (DSC) to submit the bid.

12. The e-Tenders are invited under two envelopes system. The quotation should be given in a Two bid system, the Technical and Commercial bid. The first electronic envelope will be named as Technical Bid Envelope & will contain documents of tenderer's/bidder's satisfying the eligibility conditions, scanned copies of EMD, E-NIT, etc. and the second electronic envelope will be named "Financial Bid Envelope" containing Rate Quote Sheet consisting of service charges of the tenderer per head per month. The bidder shall submit **TECHNICAL BID ENVELOPE** and **FINANCIAL BID ENVELOPE** **simultaneously**. The technical bids will be evaluated first and thereafter 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) Scanned copy of Demand Draft/Pay Order or Banker's Cheque of any Nationalised/ Scheduled Bank towards **Earnest Money Deposit (EMD)** in PDF format in favour of Indian Museum Trust Account payable at Kolkata.

(Physical Bank Demand Draft/Pay Order/Bankers Cheque and hard copy of the E-NIT endorsing signature & rubber seal of the agency on all pages should be submitted to **Indian Museum, Kolkata** on or before **20.09.2021 at 10:30 am**.)

ii) Scanned copy of Trade License and Enlistment Certificate, 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) Scanned copies of documents towards proof of eligibility as per Clause No. 1 (i, ii, iii, & iv) and Annexure-VI&VII respectively of museum related services, **EXPERIENCE CERTIFICATES/ CONTRACT EXECUTION CERTIFICATE** along with **Work Order/ Letter of Intent** issued by Govt./ Semi-Govt./ Autonomous/ PSUs/ Corporate Sector and/ or Reputed Institution with appropriate Authority as per the NIT in PDF format.

iv) Scanned copy of undertaking as per Annexure-I, Annexure-II, duly signed & Annexure-V (Information of the Bidder) duly filled up & signed with agency's seal in PDF format.

v) Scanned copies of PAN Card, GSTIN Certificate, IT Returns for last three years and Trade License in PDF format.

b) **FINANCIAL BID ENVELOPE** shall contain:

- (i) Rate Quote Sheet in .XLS format.
 - (ii) The amount of Minimum wages and statutory levy as indicated in the departmental estimated at **Annexure – IV** should not be included in the BOQ. Tenderers are required to quote only their service charges i.e., **per head per month rate**.
13. E-tenders which do not fulfil any of the above conditions or are incomplete in any respect are liable for summary **rejection**.
 14. The Indian Museum 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 and it shall remain final and binding.
 15. 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.
 16. E-tenders incorporating **additional conditions** or with deviations from the conditions of contract, the bids not meeting any other requirements stipulated in the e-tender are liable to be **rejected**.
 17. Bid containing any rate **other than Central Govt. rate** pertaining to manpower supply and any other component incidental thereto are liable to be **rejected outright**.
 18. The tenderer(s) **must declare** in writing that neither he nor any of their Directors/Partners are in anyway related to any officer in the Indian Museum, Kolkata, or any of its constituent units as per the format given in **Annexure – T**.
 19. Apart from GST as specified above any other tax in respect of this contract will be reimbursed as per the rates prescribed by the Government of India from time to time.
 20. Before submitting the e-tender, the tenderer shall assess the quantum of subject services involved after going through the scope of job requirement of trained manpower and museum related technical services and conditions of contract and inspect the site, if necessary. No claims for additional payments would be entertained arising out of contractor's ignorance of site conditions.
 21. For the purpose of opening of the e-tenders/bids as described in Clause 10 of the Notice Inviting e-tender, it is clarified that only on receiving the **EMD, physically in the Indian Museum together with signed and sealed/stamped copy of the e-tender document** before the bid opening date, the **Technical Bid Envelope** will be opened. After the authority of Indian Museum is satisfied that the documents in the Technical Bid Envelope are in order, the **FINANCIAL BID ENVELOPE** shall be opened, subsequently by the duly constituted Tender Evaluation committee (TEC) of the Indian

Museum. The date, time and venue of opening of Financial Bids shall be published on the GeM Portal later.

22. If EMD exemption is claimed (e.g. MSME Bidders), valid documents as proof of the same should be uploaded. The EMD of the successful Bidder shall be returned after the successful completion of the Contract/Order and for unsuccessful Bidder(s) it would be returned after award of the contract without any interest.
23. Bid(s) of non MSME Bidders, received without Demand Draft of EMD/Tender Fees, will be rejected straightway.
24. It may be noted that the Technical Bid Envelopes which are not found in order as per the requirement of Indian Museum shall be summarily rejected and the decision of the Indian Museum shall be final and binding.
25. The EMD shall stand forfeited if a bidder withdraws or amends the bid/tender, or impairs or derogates from the tender in any respect during the period of bid, or in case successful bidder fails to sign or accept Contract within the stipulated periods. No interest will be payable on this amount. The EMD shall also stand forfeited in the event of pre-mature withdrawal of tender by any of the Bidder(s).
26. Earnest Money is liable to be forfeited if the **successful e-tenderer/bidder** selected for the subject services fails to take up the work and sign the formal agreement within 07 days from the date of issue of Letter of Intent to them.
27. It shall be the responsibility of the bidder to fully inform/acquaint/familiarize himself with local conditions and factors, which may have effect on the execution of services to be rendered under the contract. All bidder(s) intending to bid shall visit and make themselves thoroughly acquainted with the local site conditions. The Indian Museum, Kolkata shall presume that the bidder has understood and agreed that all the relevant factors have been kept in view while uploading the bid. No financial adjustment arising thereof shall be permitted by the Indian Museum, on the basis of any non-clarity of information about local conditions being pleaded by the bidder.
28. In case more than one price bid quoting the same rates are received, the winning bidder shall be selected on the basis of the agency having maximum turnover during the last 3 years and also it would be the discretion of the Indian Museum Kolkata.
29. The successful tenderer will be awarded the work for providing skilled manpower and given stipulated time for deployment of the manpower 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 Indian Museum. The successful tenderer shall also mobilise all its resources including technical personnel, consumable gadgets and

stationery items etc. and sign an Agreement with Indian Museum in approved format on a non-judicial stamp paper of value of Rs. 100.

30. On being informed about the acceptance of the Tender and before signing the agreement, the successful Bidder shall deposit, within 07 days from the date of acceptance of tender, performance security amount of Rs. 15 Lakhs (Rs Fifteen Lakhs only)
31. If the successful Bidder fails to furnish the performance security or execute the agreement within the time specified or withdraws his tender, his Contract will be cancelled and such bidder shall be suspended/blacklisted for a period of three (3) consecutive years and not allowed to participate in any Tender process of Indian Museum, Kolkata in future. **EMD DEPOSITED BY THE SUCCESSFUL BIDDER SHALL ALSO BE FORFEITED.** Further, the tender may be awarded to the next lowest Bidder (L-2) and also it would be the discretion of the Tender Inviting Authority.
32. The validity period of the e-Tender shall be **03 (THREE)** 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.

Appendix to e-NIT

SUMMARY OF CONDITIONS OF CONTRACT

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|---|--|
| 1. Tenure of the Contract | : Initially 03 months on trial basis there after 09 months subject to satisfactory performance of the agency. The contract may be renewed on a year-to-year basis for a maximum period of 03 years including trial period of three months at the discretion of the authorities of Indian Museum. |
| 2. Earnest Money to be deposited with the e-tender | : Rs.4,00,000/-
(in the form of Demand Draft / Pay Order drawn in favour of Indian Museum Trust Account payable at Kolkata) |
| 3. Tender Fee | : NIL |
| 4. SECURITY DEPOSIT/
RETENTION MONEY | : Rs. 15 Lakhs |
| 5. Process of submitting the GST compliant bill supported with relevant challans etc. by the successful tenderer | : Monthly basis duly certified by authorized representative of Indian Museum. |

GENERAL 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 the case of revision of minimum wages or any other statutory changes made by the Government of India, the same shall be revised to the extent of the liabilities arising on that account only*.
2. The Agency must have a local office with a regular telephone and other means of communication like fax/e-mail etc, both in the office as well as in the residence(s), of Partners/Directors.

RESPONSIBILITIES OF THE AGENCY: -

3. 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 at Indian Museum, Kolkata.

Bonus shall be paid once in a year against submission of reimbursement claim supporting with muster roll authenticating its disbursement.

4. The Agency shall quote only their rates of service charges per head per month.
5. 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 Indian Museum in their respective names each month while submitting their GST compliant bills for the subsequent month. In case the Agency fails to do so, their bills will be withheld till submission of required documents. 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 through the respective Bank Accounts latest by the 7 of every month and shall produce copy of acquaintance roll wages sheet showing monthly wages paid to its personnel, and bank remittance statement every month along with their bill duly certified by authorised officer of the Indian Museum.
7. **A security deposit of a minimum of Rs. 15 lakh** payable in the form of a demand draft/pay order drawn in favour of 'Indian Museum Trust Account', is to be deposited

by the successful tenderer to cover the risk or any loss **caused to the Indian Museum due to fraud, theft, pilferage due to negligence 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 Indian Museum 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 Indian Museum.

8. During the period of this contract, the Agency shall provide proper and adequate service and perform their duties diligently, honestly and to the entire satisfaction of the Indian Museum. The Agency shall constantly keep in touch with the Indian Museum regarding their trained manpower and museum related technical services and abide by all instructions and directives issued by the authority of the Indian Museum in this regard.
9. *The Agency shall provide necessary superintendence during the execution of the trained manpower and associated with museum related technical service for fulfilment of their obligations under the contract.*
10. *The Agency shall maintain all relevant registers, documents in the premises of the Indian Museum which may have to be presented for inspection of the concerned Labour Authorities. The Agency shall also put up a notice board displaying the minimum wages prescribed by the Government of India from time to time.*
11. The Agency shall ensure compliance with all Acts, Rules and statutory orders in force with regard to deployment of their staff in the premises of the Indian Museum for the purpose of this contract and shall keep the Indian Museum indemnified against any liabilities arising out of non-compliance with any of the Acts, Rules or Orders on their part or 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.
12. The personnel deployed by the Agency shall be on the pay roll of the service provider. In no case they shall be treated as regular/temporary/contract/casual/ adhoc employee of the Indian Museum Kolkata and also have no right to claim for the same in present and future. The Agency shall be responsible for the manpower engaged under this contract and deployed in the Indian Museum, Kolkata for all purposes. The manpower deployed in Indian Museum, Kolkata shall strictly comply with the instructions issued by the authorities and have no choice of place of duty and time.
13. Agency/service provider shall be responsible for all involved risks, liabilities and obligations arising out of this contract under any provisions of law in force from time to time. Under no circumstances the Indian Museum Kolkata shall be held liable for any mishap, injury, accident, death (s) of supplied manpower during duty and even off-duty time. The manpower supply agency shall have all the responsibility in all cases. The Service Provider/ Agency shall be liable to pay the compensation in accordance with the provisions of Act, Laws or Rule (as applicable) of land. In case of loss to the Indian Museum Kolkata due to negligence of the manpower deployed the same may be recovered from the Service Provider/ Agency.

14. The Agency shall be responsible for providing and verification of all documents related to proofs of photo identity, age, address, educational qualification, experience certificates, etc. for each manpower to be deployed to Indian Museum Kolkata. Authorized committee/ person(s) of Indian Museum Kolkata may verify all documents for each person and based on recommendation received from authorized committee/person(s) of Indian Museum Kolkata the service provider shall deploy that recommended manpower to undertake the job under this tender. During verification of document, if any proposed person, fails to qualify, then the agency shall be proposed to send new person with all documents for verification before deployment.
15. The Agency shall not deploy any unfit person (or person having any contagious disease) or person below the age of 18 years of age for trained manpower and museum related technical services in the Indian Museum. In this regard, agency shall submit annual return to the Indian Museum authority in respect of age/date of birth and medical fitness of their deployed trained manpower and museum related technical personnel. The person(s) found medically unfit / physically deteriorated with respect to the specified standard 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.
16. Indian Museum Kolkata shall not provide any accommodation for outsourced manpower nor any payment towards the same.
17. The Agency shall be responsible for pick and drop of the manpower if required. No separate payments on travelling allowance, conveyance charges or of any other kind shall be made by Indian Museum, Kolkata.
18. The Agency shall make periodical Police verification of the particulars of their personnel deployed and issue valid and 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 Indian Museum. They shall always wear the identity card while on duty inside the premises of the Indian Museum.
19. The Agency shall maintain complete official records of disbursement of wages/ salary specifically showing details of all deduction such as ESI, EPF, P. Tax etc. in respect of all the persons deployed in the premises of Indian Museum. The agency shall maintain a personal file in respect of all its persons, who are engaged for the purpose of this contract. The personal file shall consists of personal details such as name, address, date of birth, residential address and all grievances recorded by the persons vis-a-vis action taken etc.

20. The agency shall be liable to comply with the directions of the Indian Museum, to remove 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.
21. The agency on completion of the specified term of contract or on termination of the contract shall peacefully vacate the premises of the Indian Museum and remove all their persons and materials from the campus after handing over the charge to the new agency.
22. 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 Indian Museum by Trained manpower and museum related technical personnel engaged by the Agency.
23. The Indian Museum shall have no responsibility for providing living accommodation to the personnel deployed by the Agency.
24. The scope of services shall be as per the requirement of the Indian Museum from time to time. Any extra Trained manpower and museum related service arising out of special programmes or exigencies and beyond the scope of this agreement shall be paid separately as per minimum wage. The Agency shall provide the necessary extra manpower corresponding to the requirement of services immediately for which advance intimation would be given by the Indian Museum.
25. In case of need the Indian Museum, Kolkata reserves its right to ask the deployed manpower to work beyond duty hours. For this purpose, no extra service charge (Administrative charge) is payable to the agency. However, the said additional man powers will be paid extra as per the rates approved by the office based on per hour rate calculated by dividing per month rate by number of days in the month. The one-day wages will be divided by 8 (8 hrs working in a day) to find out per hour rate.
26. The Indian Museum shall pay to the Agency nothing more than the amount as may be due under the contract terms.
27. The agency shall not sub-contract or sub-let, transfer or assign the contract or any other part thereof to any person/ agency.
28. The deployed manpower has to work for 26 days in a month at scattered duty timing as fixed by the authorities of Indian Museum from time to time.

29. The deployed manpower shall complete the assigned task and stay beyond office hours and Indian Museum authority shall not pay for such late stay.
30. The deployed manpower shall not claim any facilities or claims applicable to regular employee of Indian Museum at any time.
31. Deployed manpower is not entitled for any leave. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions, one-day wage shall be deducted.
32. The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The Indian Museum authority shall, in no way be responsible for settlement of any such issues whatsoever.

PAYMENT: -

33. The payment shall be made through e-payment on monthly basis within 30days from the date of submission of the proper and pre-receipted GST, EPF, ESI and other charges, compliant bill, duly certified by the authorized representative of Indian Museum. In case of the Agency's failure to provide requisite services on particular day/ days, proportionate deduction shall be made from the bill.
34. The contractor shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by him to the office to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
35. The Indian Museum shall reimburse the amount of GST paid by the Agency to the authorities on account of services rendered by them to the Indian Museum. The reimbursement shall be admissible on production of proof of deposit i.e. copy of challan by the Agency.
36. The Tax Deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax Department
37. Income Tax and TDS on GST 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 Indian Museum.
38. In case, the Agency fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof the office is put to any loss/obligation, monetary or otherwise, the office will be entitled to get itself reimbursed out of the outstanding

bills or the deposit cum Performance guarantee of the agency, to the extent of the loss or obligation in monetary terms.

39. The Agency shall be capable to pay monthly wages up to 3- 4 months from his own resources in case of delay in payment by Indian Museum due to unavoidable circumstances.
40. In case of increase in minimum wages, the Agency shall submit the bill with increased minimum wages immediately with a copy of Gazette notification. In case of delay, separate arrear bills shall be submitted.
41. Bonus paid by the Agency to their personnel deployed at Indian Museum, shall be reimbursed to them once in a year against submission of claim supporting with documentary proof regarding disbursement.

PENALTY: -

42. **In the event of any deficiency in the technical job under each section as well as trained manpower and museum related services rendered by the agency, any time during the currency of the contract, the Indian Museum shall impose a suitable penalty which may be recovered from the monthly bill(s) of the agency. The decision of the Indian Museum shall be binding on the agency.**
43. Indian Museum, Kolkata is a Smoking Free Campus. Deployed workers **MUST NOT SMOKE**
while working. **If found smoking or consuming alcohol/intoxicated during duty hours then necessary suitable action will be taken by this museum authority, which includes penalty on the manpower agency or immediate removal of the person or both.**
44. Personnel to be deployed shall be well behaved, and in case it is felt by the competent authority of Indian Museum, Kolkata that any personnel deployed is not suitable for carrying out his/ her duties, and then the personnel are to be replaced immediately by the Agency.

Tenure and Validity: -

45. 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 Indian Museum on a 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. Only the liability due to revision of minimum wages and statutory duties & taxes by The Govt. of India from time to time, shall be considered.

46. The contract can be terminated by the Indian Museum at any time without notice in the event of gross risk or gross damage to Indian Museum property due to agency's failure or the Agency goes bankrupt or becomes insolvent or in case of breach of any of terms and conditions of contract by the Agency and the decision of the Indian Museum in this regard shall be final and binding on the Agency.
47. For reasons other than mentioned in the clause above, the contract can be terminated by either party by providing clear three months' notice in writing.

ARBITRATION: -

48. In case of any disputes and or differences arising out of, or relating to this contract between the Indian Museum and the agency shall be resolved through joint discussion of the authorised representatives of the concerned parties. However, if the disputes are not resolved by the discussion as aforesaid within a reasonable period, then the matter shall be referred for adjudication to the sole arbitration of a person to be appointed by the Director, Indian Museum on receipt of an official request with details of the dispute, from either the Indian Museum or the Agency. The venue for arbitration shall be Indian Museum Kolkata. 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 amendments and future enactment thereto and of the rules made there under for the time being in force.

Force Majeure: -

49. Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure. In the event of Force Majeure lasting [or more than three months, either party may, following consultation with the other give a notice of termination.

**Indian Museum,
Kolkata-700 016
CHECK LIST ON PREPARATION OF BIDS**

Sl.No.	Particulars	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

Sl.No.	Particulars	Yes/No
3.	Have you enclosed the EMD of Rs.4,00,000.00 in the Technical Bid? Whether Exempted Category (if so enclose necessary documents)	
4.	Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the tender documents?	
5.	Have you attached with tender the proof of having met the required minimum eligibility criteria?	
6.	Legal Valid Entity: Have you attached the attested Certificate issued by the Registrar of firms/Companies with the tender?	
7.	Financial Capacity: Have you attached Audited Balance Sheets with the tender?	
8.	Registration with Government Bodies like ESIC, EPF, Labour Laws: Have you attached a copy of each of the Registration certificate with the tender?	
9.	Experience: Have you attached the attested experience certificates issued by the Organisations/Government Departments/Corporate Sector for the last five years with the tender?	
10.	Have you attached the proof of authorisation to sign on behalf of the bidder in the Technical Bid?	
11.	Have your Technical Bid been prepared and attached as per the requirements of the Tender?	

FINANCIAL BID

Sl.No.	Particulars	Yes/No
12.	Have your Financial Bid proposal is duly filled, sealed and signed on all pages?	
13.	Have you studied carefully the departmental estimate?	
14.	Have your Financial Bid been submitted in the prescribed offer form?	

Annexure – I

(Format for Declarations & Undertaking to be typed on bidder agency's letterhead and to be submitted in Part –I (TECHNICAL BID ENVELOPE) of the e-Tender document)

DECLARATION -1

This is to certify that neither we/any of us are/is in anyway related to any employee in the Indian Museum, Kolkata, or any of its constituent units.

Date:

(Signature of the tenderer
with agency seal/rubber stamp)

Place:

DECLARATION -2

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

Date:

Place:

(Signature of the tenderer
with agency seal/rubber stamp)

UNDERTAKING

This is to certify that we have carefully gone through the job requirement, terms and conditions given in the e-Tender document & have clearly understood the terms & conditions of the tender and have accordingly quoted our balanced rates after going through all details in conformity to minimum wages and statutory payment as per Annexure-V of E-NIT. We hereby give an undertaking that we will abide by them.

We hereby give an undertaking that we shall provide the trained manpower for technical work as well as for Trained manpower and museum related services strictly as per the given job requirement during the period of the contract.

We also undertake that the physical **EMD** instrument shall be deposited by us with the office of **Indian Museum Trust Account payable at Kolkata** before the bid opening date. Otherwise, the **Indian Museum** shall reject the bid and debar me/us from further tendering in Indian Museum, Kolkata.

Date:

Place:

(Signature of the tenderer
with agency seal/rubber stamp)

DECLARATION

(to be submitted on bidder's / tenderer's letterhead duly signed with seal)

We hereby declare that we / any of our Partners / Directors have not been blacklisted / debarred by any of the Government Agencies or department or institution / corporate body and have not been found guilty of Commission of Acts of moral turpitude or convicted for any economic offence or for violation of any labour law etc. by any court or any authority appointed to enforce any labour laws or regulations including PF / ESI Authorities. We also declare that no past contract of our agency have been terminated in the past 03 (three) years on account of violation of laws or deficiency of services or breach of contract.

(Signature of the tenderer
with agency's seal/rubber stamp)

Scope of work for deployment of highly skilled trained professional manpower

- 1) The Agency shall be required to provide trained professional manpower with 2 years' experience as per the requirement in Highly-Skilled and Skilled professionals category in following disciplines such as Anthropology, Art, Archaeology, Education, Conservation, Administration, Accounts, Library, Publication, Photography, Presentation, JATAN Project, Modelling

- 2) They will be deployed in the respective Sections / Departments and will be responsible to carry out the assigned works by the respective Sectional Heads.

Annexure – IV

INDIAN MUSEUM, KOLKATA-700 016			
Departmental Estimate of Minimum Wages and other statutory payments for providing trained manpower at Indian Museum, Kolkata as per the prescribed rate of Minimum Wages by Chief Labour Commissioner © vide Order No1/20(3)/2021-LS-II Dated 23.04.2021 effective from 01.04.2021			
	Detail of Minimum Wages & Statutory payments	Category of Manpower	
		Highly Skilled Personnel	Skilled Personnel
	Basic Wages per day @ Rs. 693/- for Highly Skilled, Rs. 637/- for Skilled, Rs. 579/- for personnel	693	637
	VDA per day @ Rs. 160/- for Highly Skilled, Rs. 147/- for Skilled, Rs. 135/- for personnel	160	147
	Total minimum wage per day	853	784
	Wages against National Holidays per day (3 days per year)= Minimum wages per day X 3/365 Independent Day, Republic Day and Gandhi Jayanti)	7.01	6.44
	EPF per day @ 13% of ceiling of Rs. 15,000/- per month (15000*12/365) 13%=Rs. 1950/- (Rs. 1950/- /26 days)	110.89	101.92
	ESIC per day @ 3.25% on minimum wages + wages against National Holidays	27.95	25.68
	Bonus @ 8.33% of Minimum wages for Ceiling of 7000/- per annum whichever is higher Payable once annually (Not payable with the monthly wages)	71.05	65.30
	Total wages per person with minimum wages and other statutory payments	1069.90	983.34
	Rate as per minimum wage and other statutory payments for 26 days	27817.40	25566.84
	Wages for Reliever Charges (1/6 th) for Weekly off	4633.20	4261.92
	Total wages per month as per minimum wage and other statutory payments	32450.60	29828.76
	Approximate Manpower to be deployed as per E-NIT. This may be increased or decreased depending upon actual requirement	22	08
	Wages per month for Highly Skilled, Skilled personnel.	713913.20	238630.08
	Total Wages confirming minimum wages and other statutory levies per month for Highly Skilled, Skilled personnel.	952543.28	
	Or say (Round off)	952543.00	
B	Service Charges of the Agency for due performance of the services/Contract (per person per month to be quoted by the Agency in the BoQ)		
C	GST @ 18% (CGST @ 9% and SGST @ 9%) extra as applicable on total composite service charges (i.e. total wages plus service charges of the Agency)		

IMPORTANT:

(a) The present tentative requirement of manpower is 30 (Thirty only) i.e. - Highly skilled -- 22 nos., Skilled – 08 Nos. The requirement of manpower may be varied from time to time depending upon the requirement at the discretion of the authorities of Indian Museum.

(b) Tenderers / Bidders may visit the Indian Museum, Kolkata and the facilities in the premises to assess the scope and quantum of work before uploading their bids.

Contact person:

Consultant (Administration), Indian Museum, Kolkata
Landline No: 033 22522594.

INFORMATION IN RESPECT OF THE BIDDER

(All information should be given in the following format with complete details)

1.	Name of the Agency	:	
2.	Registration of Agency	:	
3.	Permanent address (full)	:	
4.	Telephone/Fax No. Office After Office hours Mobile No E-Mail ID Website	:	
5.	Date of Establishment:	:	
6.	Type of Agency (Proprietorship /Partnership/ Ltd. company /other) (relevant documentary evidence to be attached)	:	
7.	Business done by the agency in last five years with year-to-year break-up and annual value of single largest contract. (Documentary evidence to be attached)	:	
8.	Proof of financial status of the Company indicating total annual Turnover (Audited report may be submitted for last three years)	:	
9.	Bank solvency Certificate (Attach Certificate)	:	
10.	GST Registration No. (Attach copy)	:	

11.	Income Tax PAN No. (Copy of card to be attached)	:	
12.	TIN Registration Number (Attach copy)	:	
13.	Details of Trade License issued by the competent authority (Attach copy)	:	
14.	Please indicate if any Court Case/ Arbitration proceeding is pending against the agency, if so, details thereof and the outcome may please be mentioned	:	

Certified that the information furnished above are true to the best of my/our knowledge. It is hereby declare that I/we abide by the decision of Indian Museum for registration and short-listing of agencies for issue of tender paper.

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

Place:

Date:

1. Enclosure may be used if the space is found inadequate