



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

**E-TENDER DOCUMENT FOR PROVIDING
UPKEEPING, SANITARY, HOUSEKEEPING &
GARDEN MAINTENANCE SERVICES**

**National Council of Science Museums
(Ministry of Culture, Govt. of India)
33, Block-GN, Sector-V,
Salt Lake, Bidhanagar,
Kolkata- 700091**

**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 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 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 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 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 EMD and enter details of DD/any other accepted instrument.
- 4) Tenderer/bidder should prepare the EMD instrument as per the instructions specified in the tender document. Scanned copy of DD/any other acceptable instrument as mentioned towards EMD 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 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 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 (Hqrs.), National Council of Science Museums, Ministry of Culture, Govt. of India, 33, Block-GN, Sector-V, Salt Lake, Bidhanagar, Kolkata- 700091.**
- (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.**

NOTICE INVITING e-TENDER (e-NIT)

Ref No. I-15014/11(C & G)

Dated 01.05.2020

The National Council of Science Museums, Kolkata * (*hereinafter referred to as the Museum/Centre).

General terms & Conditions:-

1. Online e-tenders are hereby invited from reputed and experienced agencies for providing **Upkeeping, Sanitary, Housekeeping & Garden Maintenance Services** at National Council of Science Museums, Ministry of Culture, Govt. of India, 33, Block-GN, Sector-V, Salt Lake, Bidhannagar, Kolkata- 700091 on contract basis on payment of **monthly lump sum composite charges for the number of personnel to be deployed as per the departmental estimation as per Govt. of India prescribed rates as separately indicating (a) GST component as applicable and (b) Service Charges of the agency. The tenderer should fulfil the following eligibility criteria:-**
 - (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 such entity for not less than five years as on 31.05.2020 Should be in possession of (a) Trade License (b) PAN Card [in the name of firm/agency]: (c) EPF/ PF Registration (d) ESI Registration (e) P-Tax registration (f) Registration under the Shops & Establishment Act (g) GST Registration. The Registered Office or one of the Branch Offices of the tenderer should be located in and around the place where the museum/centre is located. 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 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 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)
 - (ii) Minimum 05 (Five) year's experience in executing similar kind of Upkeeping, Sanitary, Housekeeping & Garden Maintenance related job in Central Government/ Central Autonomous Bodies/ State Govt/ Central Public Sector Undertakings, Corporate bodies. Tenderer shall attach 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/completion Certificate shall be submitted in support of their claim.
 - (iii) Minimum Annual turnover is ₹2.00 Crore (Rupees Two Crores) per year during the last 3(three) financial years. [Tenderer shall attach relevant documents (audited report Trading, P/L & BS from authorized Chartered Accountant) as proofs with the Technical bid]
 - (iv) The Tenderer should meet any one of the three criteria as under:
 - a. Currently providing/earlier provided successfully ONE similar Upkeeping, Sanitary, Housekeeping & Garden maintenance related services having annual value not less than ₹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

- b. Currently providing / earlier provided successfully TWO similar Upkeeping, Sanitary, Housekeeping & Garden maintenance related services having annual value not less than ₹25.00 lakh each 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

- c. Currently providing / earlier provided successfully THREE similar Upkeeping, Sanitary, Housekeeping & Garden maintenance related services having annual value not less than ₹20.00 lakh each 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 at **National Council of Science Museums, Ministry of Culture, Govt. of India, 33, Block-GN, Sector-V, Salt Lake, Bidhanagar, Kolkata- 700091.**

3. Important Information & Dates:

EMD Amount	₹50,000/-
Cost of tender document	NIL
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 year-to-year basis based on the satisfactory performance for a maximum period of 03 years including trial period of 03 months at the discretion of the museum/centre.
Bid Document Publishing Date & Time	05.05.2020
Bid Document Download Start Date & Time	06.05.2020
Bid Document Download End Date & Time	20.05.2020
Bid submission Start Date & Time	06.05.2020
Bid submission End Date & Time	20.05.2020
Bid Opening(Technical) Date & Time	22.05.2020

4. 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.
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 Upkeeping, Sanitary, Housekeeping & Garden maintenance services, 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.
7. 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. 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.
8. Those agencies not registered on the website mentioned above, are required to get themselves registered beforehand.
9. The intending tenderer/bidder must have valid Class II or Class III Certificates with signing key usage (DSC) to submit the bid.
10. The e-Tenders are invited under two envelopes system. 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 as Financial Bid Envelope containing Rate Quote Sheet with detailed break up of composite monthly service charges and work plan for execution of Upkeeping, Sanitary, Housekeeping & Garden maintenance related services. 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/Banker's Cheque of any Nationalised/ Scheduled Bank/ proof of online payment to NCSM Account as per detail below towards **Earnest Money Deposit (EMD)** in pdf format in favour of **National Council of Science Museums** payable at **Kolkata**.

Name of the Account Holder	National Council of Science Museums
Account No.	16420100000491
IFSC Code	IOBA0001642
Bank Name	Indian Overseas Bank
Branch	Saltlake, Sector-V, Kolkata-700091

- 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) Scanned copies for the proof of eligibility as per Clause No.1 (i, ii, iii & iv) and **Annexure-vi & vii** respectively of Upkeeping, Sanitary, Housekeeping & Garden maintenance 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) duly signed with agency seal in pdf format.
- v) **Work plan in PDF format digitally signed showing the deployment pattern of Upkeeping, Sanitary, Housekeeping & Garden maintenance personnel and how the agency proposes to judiciously render Upkeeping, Sanitary, Housekeeping & Garden maintenance related services under this contract.**
- vi) 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.
11. E-tenders which do not fulfil any of the above conditions or are incomplete in any respect are liable for summary **rejection**.
12. The museum/centre 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.
13. 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.
14. 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**.
15. 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 National Council of Science Museums, Kolkata, or any of its constituent units as per the format given in **Annexure – ‘I’**.
16. Apart from GST as specified above any other tax in respect of this contract will be reimbursed as per the applicable rates prescribed by the Government of India from time to time.
17. Before submitting the e-tender, the tenderer shall assess the quantum of subject services involved after going through the scope of job requirement of Upkeeping, Sanitary, Housekeeping & Garden maintenance 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.
18. 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 museum/centre 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 museum/centre 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 museum/centre. The date, time and venue of opening of Financial Bids shall be published on the CPP Portal later.

19. It may be noted that the Technical Bid Envelope which are not found in order as per the requirement of museum/centre shall be summarily rejected and the decision of the Museum/Centre shall be final and binding.
20. 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.
21. The successful tenderer will be awarded the work of Upkeeping, Sanitary, Housekeeping & 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 museum/centre. The successful tenderer shall also mobilise all its resources including conservancy personnel, consumable gadgets and stationery items etc. and sign an Agreement with museum/centre in approved format on a non-judicial stamp paper of appropriate value.
22. 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.

1. SUMMARY OF CONDITIONS OF CONTRACT

- Tenure of the Contract : Initially 03 months on trial basis there after 9 months subject to satisfactory performance of the agency. The contract may be renewed on year-to-year basis for a maximum period of 03 years including trial period of three months at the discretion of the authorities of museum/ centre.
- Earnest Money to be deposited with the e-tender** : **₹50,000/-**
- 2. SECURITY DEPOSIT/
RETENTION MONEY** : Minimum $\frac{1}{10}$ of the annual Value of Contract subject to a maximum of **₹15,00,000/-**
- Process of submitting the GST compliant bill supported with relevant challans etc. by the successful tenderer : Monthly basis duly certified by authorized representative of museum /centre.

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 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 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 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 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 any time in the premises of the museum/centre.

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 their rates based on the rates of minimum wage applicable as per Govt. of India only. 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 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.*
5. The Agency shall pay wages to the personnel deployed by them through the respective Bank Accounts latest by the 7th 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.
6. **A security deposit of minimum $\frac{1}{10}$ of the annual value of contract, subject to a maximum of ₹15.00 lakh payable** in the form of a demand draft/pay order drawn in favour of “National Council of Science Museums payable at Kolkata” is to be deposited by the Agency to cover the risk or any loss *caused to the museum/centre 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 museum/centre 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 museum/centre.
7. 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 museum/centre. The Agency shall constantly keep in touch with the museum/centre regarding their Upkeeping, Sanitary, Housekeeping & Garden maintenance Services and abide by all instructions and directives issued by the authority of the museum/centre in this regard.

The Agency shall provide necessary superintendence during the execution of the Upkeeping, Sanitary, Housekeeping & Garden maintenance related assignment for fulfilment of their obligations under the contract.

8. ***The Agency shall maintain all relevant registers, documents in the premises of the museum/centre 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.***
9. 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 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.
10. The Agency shall not deploy any unfit person (or person having any contagious disease) or person above 60 years of age for Upkeeping, Sanitary, Housekeeping & 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 and medical fitness of their deployed Upkeeping, Sanitary, Housekeeping & Garden maintenance personnel. The person(s) found medically unfit / physically deteriorated from 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.
11. The Agency shall ***make periodical Police verification of the particulars of their personnel deployed 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 the identity card while on duty inside the premises of the museum/centre.
12. The Agency shall maintain complete official records of disbursement of wages/salary showing specifically details of all deduction such as ESI, EPF, P.Tax etc. in respect of all the persons deployed in the premises of Museum/Centre. 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 viz-a-viz action taken etc.
13. The Agency shall be liable to comply with the directions of the museum/centre, 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.
14. All Upkeeping, Sanitary, Housekeeping & Garden maintenance personnel deployed by the agency in the museum/centre shall be in proper uniform. The agency shall at their cost supply uniform and other accessories required for carrying out the Upkeeping, Sanitary, Housekeeping & Garden maintenance Services.
15. The Agency on completion of the specified term of contract or on termination of the contract shall peacefully vacate the premises of the museum/centre and remove all their persons and materials from the campus after handing over the charge to the new agency.
16. 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 Upkeeping, Sanitary, Housekeeping & Garden maintenance personnel engaged by the Agency.
17. The museum/centre shall have no responsibility for providing living accommodation to the personnel deployed by the Agency.
18. The scope of services shall be as per the requirement of the museum/centre from time to time. Any extra Upkeeping, Sanitary, Housekeeping & Garden maintenance related service arising out of special programmes or exigencies and beyond the scope of this agreement shall be negotiated separately by a duly constituted committee. 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.

19. The museum/centre shall pay to the Agency nothing more than the amount as may be due under the contract terms.
20. The agency shall not sub-contract or sub-let, transfer or assign the contract or any other part thereof to any person/agency.

PAYMENT:-

21. 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 shall be made from the bill.
22. 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.
23. Income Tax 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.

PENALTY:-

24. *In the event of any deficiency in the Upkeeping, Sanitary, Housekeeping & Garden maintenance services rendered by the agency, any time during the currency of the contract, the museum/centre shall impose a suitable penalty which may be recovered from the monthly bill(s) of the agency. The decision of the museum/centre shall be binding on the agency.*

TENURE AND VALIDITY:-

25. 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 by Govt. of India from time to time, shall only be considered for revision.*
26. 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 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 museum/centre in this regard shall be final and binding on the Agency.
27. 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:-

28. In case of any disputes and or differences arising out, or relating to of this contract between the museum/centre 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 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 amendments and future enactment thereto and of the rules made thereunder for the time being in force.

(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 National Council of Science Museums, 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: (Signature of the tenderer
with agency seal/rubber stamp)

Place:

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 and shall provide the Upkeeping, Sanitary, Housekeeping & Garden maintenance services strictly as per the given job requirement during the period of contract.

We hereby give an undertaking that we shall provide the Upkeeping, Sanitary, Housekeeping & Garden maintenance 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 **National Council of Science Museums, Kolkata** before the bid opening date. Otherwise the **NCSM** shall reject the bid and debar me/us from further tendering in NCSM or its constituent units.

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

Place:

Details about the Museum/Centre/Science Park

Total land area of the premises: 2.50 Acres

A) A.V.C. Building:

Total covered area	:	7500 Sqm.
No. of floors	:	Basement + Ground + 8 floors
No. of toilets	:	17 locations

B) CRTL Building – II :

Total covered area	:	7200 Sqm.
No. of floors	:	Basement + Ground + 6 floors
No. of toilets	:	8 locations

C) Hostel Building :

Total covered area	:	1260 Sqm.
No. of floors	:	Ground + 5 floors
No. of toilets	:	23 locations
No. of AC apartments	:	12 (Twelve)
No. of Non-AC Apartments	:	08 (Eight)

D) Residential Building :

Covered area of common lobby & staircases	:	1000 Sqm.
No. of floors	:	Ground + 9 floors
No. of common toilets	:	2 locations

E) Packing shed :

Covered area	:	200 Sqm.
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F) Electrical sub-station :

Covered area	:	150 Sqm.
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G) Site Office :

Covered area	:	120 Sqm.
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H) Internal Road

Concrete/Chequered tile/Paver Block Road	:	700 Sqm.
Bituminous Tar Road	:	500 Sqm.

Details about the Museum/Centre/Science Park

Total Land area of the premises : 2.50 Acres

Garden/Open area

Area of the Garden : 5000 Sqm.

Area of Lawn : 1200 Sqm.

Area of Flower beds : 400 Sqm.

Area of Rosary : 100 Sqm.

Seasonal Flower pots : 500 Nos.

Length of Hedges : 400 RM

SPECIFICATIONS FOR THE UPKEEPING, SANITARY & HOUSEKEEPING SERVICES

1. Complete Housekeeping of all rooms, corridors, staircases and toilets other common areas in the premises with disinfectant materials like phenyl, detergent power, acid, liquid, soap etc. of suitable quality.
2. Complete upkeeping of all metallic items fixed in the toilets such as Water taps, Flush, Valves etc.
3. Complete upkeeping of all basin, sinks, and other toilet fixtures.
4. Complete upkeeping of all EWC/IWC with suitable disinfectant and to maintain those in sparkling condition.
5. Complete upkeeping of glazed tiles and floor area.
6. Complete upkeeping of the floors with appropriate materials and to keep the floor spick & span all the times.
7. Complete upkeeping of the carpets at all times.
8. Complete upkeeping of all auditorium/Conference room/ Meeting room chairs.
9. Complete upkeeping of all the tables, dais, and other furniture & fittings of the building.
10. Complete upkeeping of all windowpanes and fixed glasses excluding curtain wall.
11. All the required consumables & equipment for providing complete upkeeping services under the contract shall be provided by the agency as per annexure no.:- “**IV**”
12. Complete upkeeping of all the bare doors/columns etc.
13. Shifting of Tables, Chairs and Furniture as and when required.
14. Complete upkeeping of tables, chairs and other office furniture and equipment, in office and workshop.
15. Complete upkeeping of guest house and dormitory.
16. Complete upkeeping of all gallery exhibits, Reception area, conference hall, wooden partitions, windows, window panel, dusting furniture, committee rooms, ventilators, stone mesh, benches, sweeping all areas. Mopping minimum thrice daily, dusting and removing of cobwebs, removal and disposal of garbage.
17. Complete upkeeping of the garbage vat by cleaning the garbage and other left over periodically **at least twice in a week** and disposing them to suitable garbage disposal place located at any distance from the premises.

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 an 5 to 7 days in rainy season or as an when required or as per the direction of the Officer 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) Maintenance of a regular nursery as required.

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 prunings 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.

Broad list of consumable materials and equipment required under Up-keeping, Sanitary & Housekeeping Services at the National Council of Science Museums, 33, Block-GN, Sector-V, Salt Lake, Bidhgnnagar, Kolkata-700 091	
1.	Room spray/Yardley/Airwick/Lakme
2.	Colin/Mr.Muscles Spray
3.	Harpic
4.	Hit spray
5.	Odonil cake
6.	Naphthalene ball
7.	Vim powder detergent/Surf/Sunlight
8.	Bleaching powder
9.	Cetronila oil
10.	White phenol/Domex/Finit/Lizol
11.	Black phenyl
12.	Muriatic acid/HCL
13.	Hand clean liquid soap like dettol/lifebuoy liquid soaps in toilets/washrooms
14.	Floor clean liquid soap Liquid Soap (Hemocol)-General toilets
15.	Scotch Bright
16.	Cloth Duster (Rags)
17.	Table Duster 12 x 12" Soft white/yellow
18.	Broom stick Short & long handles glass cleaning agent
19.	PhoolJharu long handle (synthetic bristles)/Short handle
20.	Feather Duster
21.	Hand Gloves
22.	Nose Mask
23.	Toilet paper /Tissue papers
24.	Paper roll for toilet and Platform brushes (2.5' wide)
25.	Plastic Bucket (Both Big and Small size)
26.	Plastic Mug and Toilet (WC) brushes
27.	JhulJharu
28.	Harpic Ball and Mosquito repellant HIT/Baygon/Finit/Air Wick
29.	Flexible PVC water pipe

List of equipment to be provided by the agency Upkeeping, Sanitary and Housekeeping Services:-

1. Vacuum Cleaner, Karcher Wet & dry NT 35/1 jack or equivalent.
2. Mechanized Water jet Machine
3. Mechanized scrubbing machine drier wet/dry mopping machine BR-530 Karcher or equivalent.
4. Automatic Floor Mopping Machine
5. Hand Grinder for rubbing marble and mosaic flooring
6. Stain cleaner, BD 7/5C Karcher or equivalent
7. Vertical cylinder machine for marble and
8. Mosaic flooring, glass cleaning kit.

**National Council of Science Museums,
Ministry of Culture, Govt. of India,
33, Block-GN, Sector-V,
Salt Lake, Bidhanagar,
Kolkata- 700091**

Area of Science Park:- 1.5 Acre

Annexure:- IV

A. Broad list of consumable materials required for Garden Maintenance services

Sl. No	For Garden Maintenance services	Quantity
1.	Good earth	300cft.
2.	Cow dung Manure	50 bags
3.	Earthen flower pot of 12" size	200 pcs.
4.	Earthen flower pot of 8" size	200 pcs.
5.	Earthen flower pot of 6" size	100 pcs.
6.	Mustered oil cake dust	5 kg.
7.	Bone dust	10 kg.
8.	Horn dust	5 kg.
9.	Urea	5 kg.
10.	D.A.P.	1 kg.
11.	Suphala 10:26:26	5 kg.
12.	Suphala 15:15:15	5 kg.
13.	Super Phosphate	15 kg.
14.	Bavistin	100gm.
15.	Gamaxin Powder	2 kg.
16.	Rose mix	1 kg.

B. List of equipment to be provided by the agency for Garden Maintenance Services

Sl. No.	List of Equipment	Quantity
1.	Lawn mowers motorized (Petrol driven)	01 Pc.
2.	Hose pipes	200'
3.	Garden shears	01 Pc.
4.	Secateurs	01 Pc.
5.	Sprayers	01 Pc.
6.	Dusters	02 Pcs.
7.	Weeding hooks	08 Pcs.
8.	Brooms	04 Pcs.
9.	Baskets	02 Pcs.
10.	Roller	01 Pc.
11.	Spades	02 Pcs.
12.	Sickles	02 Pcs.
13.	Swords	01 Pc.
14.	Shovels	01 Pc.
15.	Pick-axes	02 Pcs.
16.	Dao	01 Pc.
17.	Gumboots	02 Pairs
18.	Gloves	02 Pairs
19.	Rain coats	02 Pcs.

C. List of plants/potted flowers/flower beds/ hedges to be maintained by the agency

Sl. No.	Description of Item	Quantity
	i) <u>Winter Seedlings:</u>	
1	Chrysanthmum pompon	100 Pcs.
2	Chrysanthmum giant / English ver 1000	100 Pcs.
3	Cellocia plumosa	60 Pcs.
4	Dahlia	50 Pcs.
5	Salvia dwarf	60 Pcs.
6	Aster	80 Pcs.
7	Petunia white	50 Pcs.
8	Petunia bicoloured (single)	100 Pcs.
9	Pansy gaint	50 Pcs.
10	Phlox	40 Pcs.
11	Dianthus	40 Pcs.
12	Gladiolas bulb	50 Pcs.
13	Marigold French mix ver.	50 Pcs.
14	Marigold Inca hybrid	100 Pcs.
15	Calendula (double)	50 Pcs.
16	Zerbera	30 Pcs.
17	Antirrihnum dwarf	60 Pcs.
18	Marigold white	50 Pcs.
	ii) <u>Summer Seedlings:</u>	
1	Sunflower single	60 Pcs.
2	Sunflower double dwarf	40 Pcs.
3	Kochia	100 Pcs.
4	Zinnia	40 Pcs.
5	Gillardia	60 Pcs.
6	Cosmos	40 Pcs.
7	Holyhog	40 Pcs.
8	Marigold	60 Pcs.
9	Zefiranthus lily white	
10	Zefiranthus lily pink	
11	Zefireanthus lily yellow	
	iii) <u>Rainy Seedlings:</u>	
1	Cosmos	50 Pcs.
2	Zinnia	40 Pcs.
3	Balsum	40 Pcs.
4	Zephyranphes Panpida(Lily)	20 Pcs.
	iv) All seasons	
1	Mini Rongon	500 Pcs.
2	Duranta	1000 Pcs.
3	Murraya Exotica	1500 Pcs.
4	Latina Palm Height 3ft and above	10 Pcs.
5.	Big trees of different varieties (Fruit bearing/Shaddy trees)	30 Pcs.

**National Council of Science Museums,
33, Block-GN, Sector-V,
Salt Lake, Bidhgnagar,
Kolkata-700 091**

Annexure- V

**DEPARTMENTAL ESTIMATE FOR PROVIDING
UPKEEPING, SANITARY, HOUSEKEEPING & GARDEN MAINTENANCE SERVICES**

Sl. No.	Items	Charges per month	
		Rate per person	Amount for total no. of persons (in ₹)
<u>Charges for deployment of Upkeeping, Sanitary, Housekeeping & Garden maintenance Personnel:-</u>			
(A)	Upkeeping, Sanitary, Housekeeping & Garden Maintenance Personnel. (Unskilled) - 07 Nos.		
	Minimum wages(Inclusive of VDA) @ ₹603 x 26 days	15,678.00	1,09,746.00
	P.F. @13% (<i>subject to ceiling of ₹15000/- as employer's contribution</i>)	1,950.00	13,650.00
	E.S.I.C.@ 3.25% (w.e.f. 01.07.2019)	509.54	3,566.75
	Bonus @ 8.33%	1,305.98	9,141.84
	Overtime charges for 3 national holidays	150.75	1,055.25
	Total of A=	19,594.27	1,37,159.84
(B)	Charges towards supply of consumable materials, Plants, use of machineries & equipment for due performance of the contract as per the specifications stipulated in Tender Annexure- IV		12,000.00
(C)	Total [A+ B]		1,49,159.84
(D)	Service Charges of the Agency per month		
(E)	Total including Service Charge but excluding GST		
(F)	GST & any other statutory levies as applicable on E		
(G)	Grand Total including GST		

***If tenderer quotes 'NIL' service charges/consideration, their bid shall be treated as unresponsive and will not be considered.**

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 Museum/Centre 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

OFFER FORM

For Upkeeping, Sanitary, Housekeeping & Garden maintenance services at National Council of Science Museums, 33, Block-GN, Sector-V, Salt Lake, Bidhgnagar, Kolkata-700 091

Sl. No.	DESCRIPTION OF SERVICE	AMOUNT(in ₹)
A.	Upkeeping, Sanitary, Housekeeping & Garden maintenance services at National Council of Science Museums, 33, Block-GN, Sector-V, Salt Lake, Bidhgnagar, Kolkata-700 091 as per job requirement and specifications for the services indicated in Annexure- II and III respectively and required number of Upkeeping, Sanitary and Housekeeping personnel mentioned at annexure (V) of the NIT including monthly service charges. (As per departmental estimate in the contract)	
B.	Plus GST (as applicable)	
C.	Total	

We have thoroughly inspected the premises of the museums/centres and also studied the departmental estimate for providing 'Upkeeping, Sanitary, Housekeeping & Garden maintenance services' including list of materials before submitting our offer as above.

(Digital Signature)
Name and Address of the Agency

Date: _____

**National Council of Science Museums
33, Block-GN, Sector-V,
Salt Lake, Bidhgnagar,
Kolkata-700 091**

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

3..	Have you enclosed the EMD of ₹50,000.00 in the Technical Bid?	
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 copy of work order for Upkeeping, Sanitary, Housekeeping & Garden Maintenance services of last three years?	
11.	Have you attached the proof of authorisation to sign on behalf of the bidder in the Technical Bid?	
12.	Have your Technical Bid been prepared and attached as per the requirements of the Tender?	

FINANCIAL BID

13.	Have your Financial Bid proposal is duly filled, sealed and signed on all pages?	
14.	Have you studied carefully the departmental estimate?	
15.	Have your Financial Bid been submitted in the prescribed offer form?	

**FORMAT FOR ARTICLES OF AGREEMENT
INSTRUCTIONS (Not to be typed in Agreement)**

ARTICLES OF AGREEMENT made at (Place of the Museum/Centre) this day ofbetween
(Day) (Month & year)

.....
(Name of Museum/Centre)
(under the National Council of Science Museums, a Society registered under the Societies Registration Act of West Bengal, 1961), hereinafter referred to as the Museum/Centre which expression shall include its successors and assigns on the one part and.....

..... (Name of contractor's firm with full address)
..... (Name of contractor's firm with full address)

Trading in the name and style of
(Name of contractor's firm with full address)
hereinafter referred to as the successful tenderer which expression shall include his/their respective heirs, executors and administrators and assigns on the other part.

WHEREAS the Museum/Centre is desirous of getting the work of "....."
(Name of the work)

for a period of one year the terms of the contract may be renewable for a further period of two years on year to year basis, if performance is found satisfactory and has caused Notice Inviting Tender (including appendix), schedule of quantities and specifications describing the work and conditions of contract to be carried out and executed by
.....
(Name of contractor's firm with full address)

AND WHEREAS the said Notice Inviting Tender (including appendix) as per list attached, specifications and the priced schedule of quantities and conditions of contract have been signed by or on behalf of the parties hereto. AND whereas the successful tenderer has deposited through Banker Cheque a sum of ` (Rupees only), (the amount being 2.5% of the estimated value of the tender rounded off to the nearest hundred), within the Centre/ Museum as initial Security for the due performance of this agreement as provided in the said conditions.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PAERIES HERETO AS FOLLOWS:

1. In consideration of the payments to be made to him as hereinafter provided the successful tenderer shall upon and subject to the conditions herein contained shall carry out and execute the work offor a period (as mentioned in the general terms & conditioned) from the date of issue of letter of intent and as per the scope of work and detailed specifications and as may be furnished to him from time to time and described in the said specifications and the said priced schedule of quantities.
2. The Museum/Centre shall pay to the successful tenderer such sum as shall become payable hereunder at the time and in the manner specified in the said conditions.
3. Time is the essence of this agreement and the successful tenderer shall execute the work, throughout the stipulated period of this contract, strictly according to the direction of Officer-in-charge.

4. This agreement comprises the work above and all subsidiary works connected therewith, even though such works may not be shown in the NIT, or described in the said specifications or the priced schedule of quantities.
5. The Museum/Centre through the Officer-in-charge reserves to itself the right of adding to or omitting any item of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall not vitiate this agreement.
6. All disputes and differences of any kind whatever except as excluded under contract arising out of or in connection with the contract of carrying out of work (whether during the progress of the work or after their completion and whether before or after the determinations, abandonment or breach of the contract) shall be referred to arbitration as per Clause 28 of the said conditions of contract. In case of any legal dispute, other than the arbitration, the court of jurisdiction shall be at the place written in the first line of this agreement.

The provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and of the rules made there under for the time being in force shall apply to arbitration proceedings under this clause.

In witness whereof the parties 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 the said successful tenderer

In presence of

(1).....

(2).....