# राष्ट्रीय विज्ञान संग्रहालय परिषद National Council of Science Museums

संस्कृति मंत्रालय, भारत सरकार Ministry of Culture, Govt. of India कोलकाता/Kolkata-700091

No. I-13019/1/1570

December 30, 2020

## कार्यालय ज्ञापन/OFFICE MEMORANDUM.

Based on the recommendations made in the 158st Meeting of the Director's Committee of NCSM held on 27.11.2020 and 14.12.2020, it has been decided to partially modify Clause 1(i) of General Terms & Conditions and Clause no. 2 under General conditions of Contract of all e-tender documents for Security, Watch & Ward Services/Up-keeping/Garden Maintenance services as per *Annexure-1* with immediate effect.

This issues with the approval of DG, NCSM.

(समरेन्द्र कुमार/Samarendra Kumar) निदेशक (मुख्यालय) एव प्रभारी सचिव/ Director (Hqrs.) & Secretary-in-Charge

To: -

01. All Directors of Museums/Centres & MD, CMD

02. PPS to DG, NCSM

03. CE, NCSM

04. PCs of all Science Centres under NCSM

05. Sr. CoA, VITM, Bangalore

06. CoAs/Dy. CoAs of all NCSM units

07. DSOs of all Science Centres under NCSM

08. Dy. CoFA/Dy. CoSPs of all NCSM units

09. PRO & Hindi Cell, NCSM

10. Office Copy

#### EXISTING

#### General terms & Conditions:-

1.

(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 ...... (date). Should be in possession of (a) Trade License (b) PAN Card [in the name of firm/agency or proprietor]: (c) EPF/ PF Registration (d) ESI Registration (e) P-Tax registration (f) Registration under the Shops & Establishment Act (g) Registration under Private Security Agencies (Regulation) Act, 2005 (PSARA) (h) 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 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.

# GENERAL CONDITIONS OF CONTRACT

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.

### TO BE MODIFIED

(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 ...... (date). Should be in possession of (a) Trade License (b) PAN Card [in the name of firm/agency or proprietor]: (c) EPF/ PF Registration (d) ESI Registration (e) P-Tax registration (f) Registration under the Shops & Establishment Act (g) Registration under Private Security Agencies (Regulation) Act, 2005 (PSARA) (h) GST Registration. The Registered Office or one of the Branch Offices of the tenderer should be located in and around within 100 km of the place where the museum/centre is located. In case the Agency do not have such facilities, they should sign a declaration on the agency's letter head to the effect that "In case we get the contract after being technically lowest tenderer, we will open an office or hire a space to run our office within 20 km within one month of such award of contract, having regular telephone/mobile and other means of communication like fax/e-mail etc., where the museum/centre is located, Failure to do so on our part, our EMD will be forfeited and the contract will be terminated forthwith". 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 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.

# GENERAL CONDITIONS OF CONTRACT

2. The Registered Office or one of the Branch Offices of the tenderer should be located in and around within 100 km of the place where the museum/centre is located. In case the Agency do not have such facilities, **they should sign a declaration** on the agency's letter head to the effect that "In case we get the contract after being technically lowest tenderer, we will open an office or hire a space to run our office within 20 km within one month of such award of contract, having regular telephone/mobile and other means of communication like fax/e-mail etc., where the museum/centre is located, Failure to do so on our part, our EMD will be forfeited and the contract will be terminated forthwith".