National Museum of Natural History
(Ministry of Environment & Forests, Govt. of India)

FICCI Museum Building,
Tansen Marg,
New Delhi:-110001

F.No.19-4/2014-15/RGRMNH(SWM) **Dated : 23/06/2014**

To,

M/S _____

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NOTICE INVITING TENDER

Sealed Tenders are invited from the Reputed/Registered Agencies for providing the services of professional staff on contractual basis at the Rajiv Gandhi Regional Museum of Natural History, Sawai Madhiopur, Rajasthan. Interested Agencies may download tender documents from website of this office (www.nmnh.nic.in,)

Last date for submission of Tender document: 15/07/2014 up to 3 PM (Instruction mentioned in tender documents)

Opening date & Time: 3.30 PM on the same day i.e. 15/07/2014

Sd.
Dr.Reena Dey
Scientist-C & Head of Office

Rajiv Gandhi Regional Museum of Natural History
(A Regional Centre of National Museum of Natural History, New Delhi)
Ministry of Environment & Forests, Govt. of India
Tel. / Fax. 07462 - 223010, Email: rgrmnhswmp@gmail.com

TERMS AND CONDITIONS REGARDING TENDER FOR PROVIDING CONTRACTUAL PROFESSIONAL SERVICES AT RGRMNH, SAWAI MADHOPUR, RAJASTHAN

1. For and on behalf of the President of India, sealed tenders are invited by the Director, National Museum of Natural History, (NMNH), New Delhi from registered and reputed agencies / NGOs for providing the following professional services on contract basis for the Rajiv Gandhi Regional Museum of Natural History, (RGRMNH), Ramsinghpura, Sawai Madhopur, (Rajasthan) for a period of one year.

Sl. No.	Name of the Post / Designation	Fixed Emolument per position Rs.	Educational qualification	Age limit in years	No. of position
1	2	3	4	5	6
01.	**Educational Assistant / Museum Interpreter**	**19,500.00**	**Essential :** 1. Bachelor's degree in Botany and Zoology from recognized university or equivalent. 2. Degree in education or two years experience of teaching in natural science subject at high school level or experience of conducting educational activities in a museum or a similar institution. **Desirable :** Diploma or degree in museology or equivalent.	**a. Other than retired personnel of Govt./ PSU/Semi Govt./Autonomous Organization:** As per educational & other qualification mentioned at column No.4 Age not exceeding 59 years as on date of tender. **b. Retired personnel :** Similar qualification & experience mentioned at column 4 and served as Educational. Asst. and above of the post in the Govt./PSU/ Semi Govt. Autonomous Organization. Age: Below 65 years As on date of Tender.	**01 No.**
02.	**Stenographer**	**17,000.00**	**Essential :** 1. Matric or Equivalent. 2. 80 words per minutes in English shorthand and 40 words per minute in English & Hindi Typing. **Desirable :** 1. Short hand both in English & Hindi will be preferred.	**a. Other than retired personnel of Govt. / PSU/Semi Govt./Autonomous Organization:** As per educational & other qualification mentioned at column No.4 Age not exceeding 59 years as on date of tender. **b. Retired personnel :** Similar qualification & experience mentioned at column 4 and served as Stenographer and above of the post in the Govt./PSU/ Semi Govt. Autonomous Organization. Age: Below 65 years As on date of Tender.	**01 No.**

03.	**Driver**	**13,000.00**	**<u>Essential :</u>** 1. 8th Class Pass 2. Possession of a valid driving license for Light Motor Vehicle, knowledge of motor mechanics, experience of driving light motor vehicles, at least for three years. **<u>Desirable :</u>** Possession of a valid driving license for heavy motor vehicle, knowledge of motor mechanics, experience of driving heavy motor vehicles, at least for three years in any Govt. or Pvt. Organizations.	**a. Other than retired personnel of Govt. / PSU/Semi Govt./Autonomous Organization:** As per educational & other qualification mentioned at column No.4 Age not exceeding 59 years as on date of tender. **b. Retired personnel :** Similar qualification & experience mentioned at column 4 and served as Driver and above of the post in the Govt./PSU/ Semi Govt. Autonomous Organization. Age: Below 65 years As on date of Tender.	**01 No.**
04.	**Gallery Attendant**	**12,000.00**	**<u>Essential :</u>** 10th Class pass **<u>Desirable :</u>** At least two years of work experience in any Govt. or Pvt. Museums /Institutions.	**a. Other than retired personnel of Govt. / PSU/Semi Govt./Autonomous Organization:** As per educational & other qualification mentioned at column No.4 Age not exceeding 59 years as on date of tender. **b. Retired personnel :** Similar qualification & experience mentioned at column 4 and served as Gallery Attendant and above of the post in the Govt./PSU/ Semi Govt. Autonomous Organization. Age: Below 65 years As on date of Tender.	**02 Nos.**
05.	**Peon**	**12,000.00**	**<u>Essential :</u>** 10th Class pass **<u>Desirable :</u>** 1. Knowledge of cycling 2. Three years work experience in any Govt. or Pvt. Organizations. **3.** Operation of Xerox machine etc.	**a. Other than retired personnel of Govt. / PSU/Semi Govt./Autonomous Organization:** As per educational & other qualification mentioned at column No.4 Age not exceeding 59 years as on date of tender. **b. Retired personnel :** Similar qualification & experience mentioned at column 4 and served as peon and above of the post in the Govt./PSU/ Semi Govt. Autonomous Organization. Age: Below 65 years As on date of Tender.	**01No.**

2. Tender should be addressed to Scientist- 'C' & Head of Office National Museum of Natural History, Tansen Marg, New Delhi:-110001 clearly super scribing on the top of the sealed envelope **"Tender for providing the services of Professional Staff.** The last date and time for submission of tender are as follows:

Last date 15th July, 2014 **Time: 15.00 hrs.**

3. The tender will be opened on 15/07/ 2014 at **03:30 hrs** in the National Museum of Natural History, Tansen Marg, New Delhi:-110001 in the presence of such of those tenderers who may wish to be present at that time. Unsealed tenders will not be accepted.

4. The terms "Service Gainer/Museum" wherever mentioned in this Notice Inviting Tender (NIT) shall mean the "Rajiv Gandhi Regional Museum of Natural History" Sawai Madhopur authorities. The term "Service Provider/Agency" wherever mentioned in this NIT shall mean the party selected for acceptance of award of the contract. The term "Contract" means the formal agreement between the "Service Gainer/Museum" and Service Provider/Agency" for providing **the services of Professional staff,** which would be signed at the time of award of work by and between the "Service Gainer/Museum" and the Service Provider/Agency".

5. The maximum payable amount stated against each position is on lump sum basis. The intended agencies are required to quote their supervision/service charges both in figures as well as in word in **Annexure-I** only. Rate quotation in any other format will not considered/accepted.

6. Profile of company should contain the following valid documents:
   a. Registration with Government
   b. Details of the employed human resources with the company
   c. Audited balance sheets of last three years
   d. Latest income tax certificate
   e. Registration with ESI & EPF authorities
   f. Banker certificate regarding credit worthiness
   g. Permanent Account Number (PAN)

7. Canvassing in connection with tender is strictly prohibited and the tenders submitted by the parties who resort to canvassing will be liable to rejection on that ground.

8. Tender which do not fulfill all any of the conditions or incomplete in any respect are liable to be rejected without assigning any reason thereof.

9. The Director, NMNH reserves all right including the right to reject or accept any or all the tenders and to modify any or all the terms & conditions stipulated herein without assigning any reason thereof.

10. The agency shall be required to enter into a formal agreement with the RGRMNH, SWM while contract is awarded. The tender should be accompanied by "Earnest money Deposit" amounting to Rs. 30000/- in the form of a crossed demand draft drawn in favour of **PAO, MOE&F, New Delhi**

11. While entering into contract, the agency should submit bank guarantee equal to the 10% of the annual contract amount.

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12. The agency shall declare in writing that none of the partner is in any way related to any official (S) of the RGRMNH Sawai Madhopur.

13. All wages and allied benefits like PF, Bonus, E.S.I.C. etc. are to be paid by the "Service Provider/Agency". Service Provider/Agency shall remain liable to the authorities concerned for compliance of the respective existing rules and regulations of the Govt. for this purpose and shall remain liable for any contravention thereof. "Agency" shall have to abide by the minimum wages Act, as per law to the member of staff employed by them in the campus of the "Service Gainer."

14. Deployed personnel should abide by the rules and regulations of the office.

15. In the event of guilty or dishonesty of the personnel deployed, if found & proved, the agency will be liable to pay penalty to the tune of thrice the salary of the concerned individual.

16. The deployed persons have to perform a duty of eight hours on all the working days of the museum. The attendance register is to be maintained by the agency and duly initialed by the authorized representative of the museum OR Scientist-C, RGRMNH, SWM.

17. The Agency Shall sponsored at least three eligible candidates against each post at the time of selection of candidates.

18. The Agency will submit the copy of Terms & Conditions in annexure-IV duly signed & accepted by the authorized representative of the agency/service provider along with the tender documents.

Tenure and Validity:

19. The terms of contract will be for a period of one year initially.

20. The "Service Gainer/Museum" may terminate the contract at any time without notice in the event of gross negligence of duties. The decision of the "Service Gainer/Museum" in this regard shall be final and binding on the "agency".

21. For reasons other than mentioned in the clause above the contract can be terminated by either party by providing one month notice in writing.

22. The engagement of services is purely on contract basis and the dealings in this regard will be only between the Service Gainer/Museum and the Service Provider/Agency. Hence, the deployed persons by the agency will not be construed as the employee of the Service Gainer/Museum. This contractual engagement will not be confer any right of the persons deployed by the agency to claim any temporary/regular employment on the "Service Gainer/Museum".

Payments

23. The payment would be arranged to the "agency" through Director, NMNH New Delhi through ECS, after submission of the proper pre-receipted bill in triplicate along with copies of ESI & EPF deposits and a copy of the attendance register for the particular month duly certified by the authorized representative of the "Service Gainer/Museum". The bill will be cleared for payment after due process at the level of the pay & account officers, Ministry of Environment & Forests, New Delhi. The representatives of RGRMNH, Sawai Madhopur need not to be held responsible for delay in making payment to the agency. No interest shall be paid or can be claimed by the "Agency" for delayed payment. "Tax Deducted at Source" will be made from each bill at the rates prescribed by the Government from time to time.

Arbitration

24. In case of any dispute arising out of this contract/award of work between the "Service Gainer/Museum" and the "Service Provider/Agency" the matter shall be sent to able arbitration of an enquiry committee which shall be appointed by the Director, National Museum of Natural History, New Delhi. The award of the arbitration's decision shall be final. The submission shall be deemed to be submission to arbitration under the meaning of arbitration Act, 1940 or any statutory modification thereof for the time being in force.

(Dr. Reena Dey)
Scientist – 'C' & Head of Office

Rajiv Gandhi Regional Museum of Natural History
(A Regional Centre of National Museum of Natural History, New Delhi)
Ministry of Environment & Forests, Govt. of India
Tel./Fax. 07462 - 223010, Email: rgrmnhswmp@gmail.com

Annexure-I

Name & address of the Agency / tenderer	Percentage of service/supervision charges for providing service			Signature of tenderer or his authorized signatories with office seal
	% age of service charge from the monthly bill	Amount in figure	Amount in words	

Note: Any additional information/conditions furnished other than the information required in the prescribed format will lead to disqualification

Annexure-II

TECHINCAL BID

To,

The Scientist-C,
Rajiv Gandhi Regional Museum of Natural History,
Post Sherpur,
Village Ramsingpura,
Sawai Madhopur,
(Rajasthan)

Sub. Technical Bid should include the following information in brief along with the self-attested photocopies of these documents:-

a) Profile of the company;
b) Proof of Incorporation/ inception of the agency.
c) EPF Registration details.
d) ESI Registration details.
e) PAN Number.
f) Service Tax Registration Number
g) Name of the Organization/ Government Institutes where the manpower was supplied during last three years.
h) Any other relevant information.

On the basis of the information furnished, the agencies will be graded. Financial bid on only the qualified bidder (based on grading) will be eligible for opening of financial bids. The above information/documents should not be more than one page in each case.

Name and signature of the authorized person
Of the Agency along with the seal

Annexure-III

FINANCIAL BID

To,

The Scientist-C,
Rajiv Gandhi Regional Museum of Natural History,
Post Sherpur,
Village Ramsingpura,
Sawai Madhopur,
(Rajasthan)

Subject: Quotation for award of contract for providing Manpower in different designations against vacant posts of Administration in the RGRMNH for the period of one year-regarding.

Sir,

With reference to your letters No._____dated _____2014 on the subject mentioned above I/we quote the rate for above mentioned work as under:-

Sl. No.	*Particulars Service charges		Service Tax	
	(Rs. In figure)	(Rs. In words)	(Rs. In figure	(Rs. In words.)

* This column is mandatory failing which financial Bid is liable to be rejected

Note: 1. If the financial bids of the two or more agencies are found to be same, the agency will be selected on the basis of the grading of Technical Bid.

2. The lowest tender (LI) will be determined on the basis of tender rates submitted by the agency in respect of the majority of the posts.
I/we accepted all the terms and conditions of your letter referred to above.

Name and signature of the authorized person
Of the Agency along with the seal

Annexure-IV

TERMS AND CONDITIONS

a) The NMNH may require the service provider to dismiss or remove from the site of work any person, employed by the service provider, who may be incompetent or may not himself/herself properly and service provider shall forthwith comply with such requirement.

b) The service provider has to provide the Photo Identity Cards to the person employed by him/her for carrying out the work. These cards are to be constantly displayed and their loss reported immediately.

c) All service shall be performed by persons qualified and skilled in performing such service.

d) The service provider shall replace immediately any of its personnel (if they are unacceptable to the officer because of security risk, incompetence, conflict of Interest and beach of confidentially or improper conduct) upon receiving written notice from office.

e) Office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.

f) The service provider's personnel working should be polite, cordial, positive and efficient, while handing the assigned work and their actions shall promote good will and enhance the image of this office. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.

g) The service provider shall not assign, transfer, pledge, or sub contract the performance of service without the prior written consent of this office.

h) The service provider's person shall not claim benefit/compensation/ absorption/regularization of services with office under the provision of Industrial Disputes Acts, 1947 or contract Labour (Regularization & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the service provider to this office.

i) The person deployed shall not claim any Master & Servant relationship against the office.

j) The service provider shall ensure deployment of suitable persons from proper background after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph

and withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.

k) The character and antecedents of each personnel of the service provider will be got verified by the service provider through police/District authorities before their deployment and a Certification to this effect submitted to be NMNH.

l) The service provider shall ensure proper conduct of his person in office premises and Enforce prohibition of alcoholic drinks, paan, smoking, loitering without work.

m) The service provider shall engage the necessary person as required by our office from time to time. The said persons engaged by the service provider shall be the employees of the service provider and it shall be the duty of service provider to pay their salary every month. There is no Master & Servant relationship between the employees of the service provider and the Service Gainer/Museum. Further, the said person of the service provider shall not claim any absorption,

n) The transportation, food, medical and other requirement in respect of each personnel of the service provider will be the responsibility of the service provider.

o) Working hours would be normally 8 hours per day including half hours lunch break between 9:45 AM to 5:15 PM during working days. However, the concerned person may have to work beyond office hours if, there is any urgency. The personnel may also be called on Saturday, Sunday and other gazetted holidays, if required. They may be given compensatory Holiday in lieu of the working during days mentioned above. The personnel who are deputed in Public Service may be attended the office regularly except National Holiday or other holiday observed by the Museum.

p) The service provider will submit the pre-receipted bill along with the copy of attendance duly certified by the officers of RGRMNH/NMNH under whom they may be worked in triplicate in the 1st week of succeeding the month. Thereafter, the payment will be released to the firm through ECS for which the details of account such as Account No. Pan No. RTGS code, name of bank and address etc. should be submitted by the firm.

q) The service provider shall provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the office.

r) The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be responsibility of the service provider. The

service provider shall be responsible for contributions towards provident fund. Employees state Insurance and other statutory payments/ liabilities etc. wherever applicable.

s) Payments to the Service Provider would be strictly on certification by the officer with whom the concerned person is attached, that his services were satisfactory and attendance as per the bill preferred by the service provider. The agency's workers will work under the overall Supervision and direction of the Head office of the Department.

t) The Service Provider shall be contactable at all times all message sent by e-mail/fax/Special Messenger from the RGRMNH/NMNH to the Service Provider shall be acknowledge immediately on receipt on the same day.

u) The agency should be registered with the concerned Govt. Authorities., i. e., Labour Commissioner, Provident Fund Authorities, 'Employee state insurance Corporation etc. and a copy of the registration should be submitted.

v) The agency should submit its PAN and service Tax registration Numbers.

w) Escalation clause shall not be accepted on any ground during the period the contract is in Force.

x) The award of the contract will be subject to the fulfillment of the conditions laid down in rule 157,158 and 160 of GFR, 2005 as the amended from time to time.

y) Any dispute arising out of the contract will be settled within the jurisdiction of Delhi Courts.

AGREEMENT

This AGREEMENT is made on this day of ……. 2014 between Rajiv Gandhi Regional Museum of Natural History, Ranthanbhore Road, Sawai Madhopur (Rajasthan) (a Regional Centre of National Museum of Nature History, New Delhi), Ministry of Environment & Forests, Govt. of India, on the **FIRST PART** herein called the Service Gainer and …….. (Name of the agency) ……., on the **SECOND PART** herein called "Contract Agency Or Service Provider" do hereby admit and agreed "including their legal representative and authorized assignee" to the following terms and conditions in this agreement.

That for the purpose of providing professional services on contractual basis to Rajiv Gandhi Regional Museum of Natural History, (RGRMNH) Sawai Madhopur (A Regional Centre of NMNH) under Ministry of Environment & Forests, Government of India, Sawai Madhopur , a tender was invited by RGRMNH, through NMNH, Website / published in leading News paper i.e. Rajasthan Patrita, (name of the agency) quotation was accepted for engagement of 6 (Six) Nos. of contractual professional staffs' w.e.f. ……..vide RGRMNH letter No. …… dated …….

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

1. Under this Agreement utilization of Professional Human resources on contract basis to the following positions will come into force with effect from …….. for period of one year with fixed emoluments inclusive of supervision charges (% age to be mentioned)

Sl. No.	Contractual Positions	Number of Position.	Monthly Emoluments	Total Amount
1.	Educational Assistant	One	Rs. 19,500/-	Rs. 19,500/-
2.	Stenographer	one	Rs. 17000/-	Rs. 17000/-
3.	Driver	one	Rs. 13,000/-	Rs. 13,000/-
4.	Gallery attendant	Two	Rs. 12000/-	Rs. 24,000/-
5.	Peon	one	Rs. 12000/-	Rs. 12000/-
6.	Total Monthly expenditure			Rs. 85500/-

2. All the deployed personnel have to perform a duty of 8 hours on all the working days of the Museum. The attendants Register is to be maintained by the Agency and duly signed by the Scientist- 'C' (RGRMNH). All deployed personnel should abide by the rules and regulations of the RGRMNH, SWM and Agency.

3. Deployed personnel are not entitled for any leave other than one day weekly off and other closed holidays observed by the museum (i.e. as decided by the competent authority). In case of requirement of leave on medical, social ceremony and emergency ground, Agency will have to provide substitute manpower to the museum and at any case it should not hamper the work of 1st party.

4. The fixed monthly emolument stated against each position above is valid for a period of one year w.e.f. …… During the period of agreement, the RGRMNH, SWM shall not be bound to pay any amount more than the fixed emoluments. Agency shall remain liable to the authorities concerned for compliance as per Govt. of India statutory Laws and Tax policy.

5. The Agency shall be responsible for fulfilling all its obligations under various laws and Acts, namely Minimum wages Act, EPF Act, ESI Act, etc. under any other statutory requirements as applicable to the Govt. of Rajasthan / Govt. of India and the rules and regulations as amended from time to time in respect of the manpower deployment and also to present the documents as and when required or asked for the , Scientist- 'C' RGRMNH, SWM.

6. Service tax at the prevailing rate will be claimed by the agency in monthly bill. If there is any revision in the service tax, the difference if any will be borne by the Employer.

7. In case of the guilty or dishonesty of deployed personnel which causes loss to the Service Gainer/Museum, the Agency will be liable to pay penalty to the tune of thrice of the salary of the concerned individual. This matter should be settled down by a joint enquiry of both the parties.

8. The contract may be terminated by the Service Gainer/Museum at any time without notice in the event of gross negligence of duties; the decision of the Service Gainer/Museum in this regard shall be final and binding on the "Service Provider/Agency".

9. For reasons other than mentioned in the clause (8) above the contract can be terminated by the either party giving clear one month advance notice in written.

10. This engagement of service is purely on contract basis. This dealing is strictly between the Service Gainer/Museum and Service Provider/Agency. Hence the deployed personnel of the Agency will not be constructed as the Employee of the Service Gainer/Museum. The contractual engagement will not confer any right of the person deployed by the Agency to claim any temporary/regular employment on the Service Gainer/Museum.

11. The payment would be arranged to the Agency through Director, National Museum of Nature History, New Delhi by way of ECS/CBS after submission of proper pre-receipted bill in triplicate along with a copy of the attendance register for the month duly certified by the authorities of the RGRMNH. The bill will be cleared for payment after due process at the level of the Pay and Accounts Office, Ministry of Environment and Forests, New Delhi. RGRMNH, Sawai Madhopur need not to be held responsible for any inadvertent delay in such payment. No interest shall be made or claimed by the agency for delayed payment. It is the responsibility of the Agency to release the payment to their deployed personnel during first week of each month, in case any complaint in this regard received from the deployed personnel will not be entertained.

12. Tax Deduction at source will be made at the rate prescribed by the Government time to time. Agency should deposit security amount/bank guarantee equal to 10% of the Annual Contract value.

13. In case of any dispute arising out of this contract/award of work between the Service Gainer/Museum and the Agency the matter shall be sent to able arbitration of any inquiry committee which shall be appointed by the Director, National Museum of Natural History, New Delhi. The award of the arbitration decision shall be final. "The submission shall be deemed to arbitration under the meaning of arbitration Act, 1940 or any statutory modification thereof time being in force."

In the witness thereof Shri……and on behalf of ……..(Agency) and Scientist-in-charge for and on behalf of RGRMNH, SWM do hereby set their hands on first day of……..2014 and it is valid up to……. 2015.

For and on behalf of the Agency

For and on behalf of RGRMNH

Witness

1.

2.

Witness

1.

2.