

Tender Cost Rs.200/-

TENDER DOCUMENT

FOR

DRIVER

**REGIONAL MUSEUM OF NATURAL
HISTORY, BHOPAL**

Government of India
Regional Museum of Natural History
(Ministry of Environment forests & Climate Change)
E-5, Arera Colony, Bhopal-462016 Fax: 0755-2467551

Rules for providing the services of Driver

1. The Scientist-B, Regional Museum of Natural History, Bhopal (RMNH) invites list of candidates from reputed, Registered , Recognized and experienced Manpower agencies, placement service agencies contract / firm for providing the service of **Driver** for the Regional Museum of Natural History, E-5, Arera Colony, Bhopal on contract basis.
2. The tenders are advised to read the tender rules and agreement carefully
3. Only sealed tenders will be accepted
4. Tender documents fee paid by the agency is not refundable
5. The Tenders submitted without Bid Security will not be entertained and summarily rejected
6. Tenders will have to include service charge. Without service charge tender will not be entertained and summarily rejected
7. Tenders incorporating additional conditions by the Agency will not be entertained and will be summarily rejected.
8. Submit the list of potential persons for the service of Driver in the Bio-Data form/s with all documents supporting their qualification and having knowledge of mechanism of vehicles and allow them to undergo for vehicle test riding before the Scientist-B of the RMNH, Bhopal for his suitability for the service and pass it successfully and submit police verification of the service personnel (i.e. Driver) finally selected and also submit the original License for verification (which will be returned).
9. The contractor / Agency / Firm should submit the list of candidates (maximum five) for Driver in RMNH, Bhopal along with complete Bio-Data of each candidate (Format enclosed) with latest colour photographs, to The SCIENTIST – B, REGIONAL MUSEUM OF NATURAL HISTORY, E-5, ARERA COLONY, BHOPAL – 462016. So as to reach ON OR BEFORE 20.9.2015 by 3.00 pm. The manpower deployed by the contractor /Agency / firm shall be the employee of the agency for all intents and purpose and in no case, there shall be a relationship of employer and employee between Regional Museum of Natural History(RMNH) Bhopal and the said manpower shall accrue implicitly or explicitly.
10. The term “Employer” or “Museum” wherever mentioned in this document shall mean the Regional Museum of Natural History (Bhopal). The term “Agency” or “Party” or

contractor wherever mentioned in this document shall mean the firm selected for acceptance of award of the contract by the competent authority. The term contract means the formal agreement between the “Employer” and “Agency,” which would be signed at the time of award of work by the “Employer” to the “Agency”.

11. The contractor /Agency / Firm shall be responsible for the Suitability, Medical Fitness and police verification of the Character and antecedents of the manpower engaged for deployment at RMNH Bhopal and for satisfactory implementation of the service.
12. **Details of the service required:** the service of driver is needed during the normal working hours of the museum days at the REGIONAL MUSEUM OF NATURAL HISTORY, BHOPAL. The duties of Driver include driving of official vehicles, both light and heavy, inside Bhopal or outside as the case may be & required to clean the vehicles every day & keep the vehicles in good running conditions.
13. The party shall engage Driver who hold valid driving license (heavy duty).
14. The qualification requirements of the Driver are as follows:
 - A) i. Essential Qualification: 10th class passed
 - ii Applicant should have valid license for light and heavy vehicles.
 - B) Desirable qualification: -
 - i. Experience of driving heavy motor vehicle for at least three years.
 - ii. Knowledge of motor mechanism.
 - iii. Applicant should know read, write and speak the Hindi language & read, write English language.
 - C) Age:- 21 to 40 years. (as on the last date of receipt of tenders)
15. The manpower so deployed by the Contractor / agency / Firm shall remain under the control and supervision of the Scientist – B, RMNH, Bhopal and the Agency shall be liable for payment for their wages, EPF, ESI, Bonus etc. and all other dues payable under various labour Regulation and other statutory provisions.
16. Without photocopy of attendance register, Salary receipt, ESI and EPF deposit slip of the deployed manpower bills would not be entertained. Bills should be certified by the authorized representative of the “Agency” (in prescribed format)
17. The agency is required to submit a performance security for a period of one year from the date of award of the work an amount equal to 12 months salary 10% of amount.
18. Sign an agreement with the museum in bond of worth of Rs.100/- (the amount to be borne by the agency) the details of which are enclosed and should be certified by the Notary.
19. That the contractor / Agency / Firm shall be responsible for fulfilling all its obligation under various laws and acts, namely Minimum wages Act, EPF Act, ESI Act, Bonus Act, etc. and under any other statutory requirement as applicable to the Govt. of Madhya Pradesh. And the rules regulation 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 by the Scientist-B, RMNH, Bhopal

20. The contractor / Agency / firm shall be solely responsible for any violation of provision of the said Acts or any other Act.
21. In case the persons deployed by the contractor / Agency / firm does not come up- to the mark in terms of general discipline or does not perform his duty properly or indulges in any un – lawful activity including riots or disorderly conduct, the agency on the order of the Scientist- B, RMNH, Bhopal shall immediately withdraw such person from the premises of RMNH Bhopal.
22. On award of the contract, the successful Contractor / agency / firm will be required to execute an arrangement and to deposit an amount equivalent to Rs.----- of a/c payee DD/Banker’s cheque in favour of “ Pay & Accounts Officer , Ministry of Environment Forest and Climate Change, New Delhi” as performance Security against loss / damage to the property of the RMNH, Bhopal. No interest will be payable on the performance security by RMNH, Bhopal. The performance security will be refundable after the expiry of the contract period. Any loss / damage sustained to the RMNH during the agreement would be adjusted / recovered from the amount of performance security. This performance security amount will be release by the“Pay & Accounts Officer, Ministry of Environment Forest and Climate Change, New Delhi” after three months of the expiry of the contract.
23. The RMNH agrees to pay a maximum total amount of Rs.----- (Only) for the selected Driver, per month, subject to condition to change of any as per Government Rules & regulations. During the period of Agreement the RMNH shall not be bound to pay any amount more than this. This is subjected to the amendments.
24. Income tax and surcharge ie TDS as per rules shall be deducted from the bills and as amended from time by Govt. of India.
25. Scientist-B, Regional Museum of Natural History (Ministry of Environment Forests & Climate Change, Govt. of India) Bhopal is the competent authority and reserves all right in this behalf including the right to reject or partially accept any or all of the tenders and to modify any or all the terms & Conditions stipulated without assigning any reason.
26. In the case of unsatisfactory services the Scientist-B, RMNH; Bhopal reserves the right to terminate the contract / Agreement immediately with out assigning any reason.
27. No regular employees of RMNH, Bhopal shall be employed by the Contractor / Agency / Firm either part – time or full time.
28. In case any lapse in the work is noticed, it will result in a penal deduction from bills / performance security of the contractor / Agency / Firm. The penalty shall be decided by the Scientist- B, RMNH, Bhopal
29. The Scientist-B, RMNH, Bhopal also reserve the right to levy any penalty for breach of any of the condition / contract of the Contractor / Agency / Firm including forfeiture of the performance

security , deduction from the monthly bills of the contractor / Agency / firm the decision of the Scientist- B, RMNH, Bhopal will be final and binding on the contractor / Agency / Firm.

30. The “Agency” which will be finally awarded the contract by the competent authority shall be required to undertake the following before actually commencement of the work:
 - a) Submit a consent letter for undertaking the contract with respect to all the condition stated above, after receipt of work order.
 - b) Sign an Agreement with the Museum in bond worth Rs.100/- (the amount to be borne by the agency) the details of which are enclosed and should be certified by the Notary.
 - c) Submit the original certificates for verification as per clause (8) above. Certificates will be returned in respect of finally selected candidate.
 - d) The agency is required to submit performance security an amount equivalent to Rs.-----
-- in the form of a/c payee DD / Bankers Cheque drawn in favour of “Pay & Accounts Officer , Ministry of Environment Forest and Climate Change, New Delhi”
31. The Scientist-B, Regional Museum of Natural History (Ministry of Environment Forests and Climate Change, Govt. of India) E-5, Paryavaran Parisar, Arera Colony, Bhopal is the competent authority and reserve all rights in this behalf including the right to reject or partially accept any or all of the candidates and to modify any or all the terms & conditions stipulated without assigning any reason.
32. The “Agency” must have a local office in Bhopal with a regular telephone at office and residence.
33. During the period of this contract the “Agency” shall provide uninterrupted service and perform their duties diligently, honestly and to the entire satisfaction of the “Employer” the “agency” shall constantly keep in touch with the “Employer” regarding the service arrangements provided to the Museum and abide by the instruction and directives issued by the “Employer” in this regard from time to time.
34. All claims which may arise due to the negligence of the person deployed (including all types of charges / incidental charges / legal charges etc) shall be borne by the agency.
35. The “Agency” shall maintain an Attendance Register for the Driver deployed in the museum and such registers must be made available to the museum for checking daily.
36. At the end of every month, the agency shall submit to the museum, proper pre-receipted & stamped bills in triplicate along with a copy of the attendance register for the month duly certified by the authorized representative of the “Employer” and a certificate (in prescribed format) duly signed by the Agency to this office that the wages had paid to the personnel deployed at RMNH, Bhopal for the previous month based on the monthly rate fixed for the service. The same will be forwarded to the Director, National Museum of Natural History, New Delhi. The payment will be arranged from the ministry of environment forest and climate Change Govt. of India through Director, National Museum of Natural History, New Delhi. By ECS. Normally the payment would be received from NMNH, New Delhi after three months from the date of submission of the bills by the agency. However the RMNH will not be responsible for any inadvertent delay in such payment. In case of the failure of the agency for providing the service proportionate deduction shall be made from the bill.

37. In case the Agency is unable to render service of requisite specification and quality necessary deduction or otherwise would be made from bill as per recommendations of the Scientist-B. This shall be binding on the Agency.
38. The contract can be terminated by the “Employer” at any time without notice in the event of gross security risk or gross damage to “Employer” property due to the agency’s failure or persistent failure by the agency in providing satisfactory service to the “Employer” or because of any lapse on the part of the Driver. The decision of the “Employer” in this regard shall be final and binding on the “Agency”
39. Both the museum and the Agency agree that either party can terminate this Contract without assigning any reason by providing one month’s notice in writing to the other.
40. In case of any dispute arising out of this contract / award of work between the “Employer” and the “Agency” the matter shall be sent to the sole arbitration i.e. the Director, National Museum Of Natural History, New Delhi or any other officer appointed by the Director shall be final, conclusive and binding on all parties to the contract. The submission shall be deemed to be submission to arbitration under the meaning of Arbitration Act 1940 or any statutory modification thereof from time to time.
41. The Firm / agency / Contractor should submit all documents as per the details given in the Form ‘A’
42. The Agency is required to enter in to agreement separately for each Post
43. The Contractor / Agency /Firm shall not sublet the work to the other Contractor /Agency / Firm after the award of the work.
44. The Contractor / Agency /Firm shall ensure proper Insurance coverage to its employee by taking adequate workman compensation policy.
45. A bid security of Rs.----- should be paid with the Tender in the form of Account Payee Demand Draft / Bankers Cheque drawn in favour of “ Scientist – In –charge RMNH, Bhopal. The Tenders submitted without Earnest money will not be entertained.

**Scientist-B,
Regional Museum of Natural History,
E-5, Arera Colony.Paryavaran Parisar,
Bhopal-462016**

DOCUMENTS TO BE SUBMITTED

The contractor / Agency/Firm submit the list of candidate for Office Superintendent in RMNH, Bhopal must enclose the following documents (Photo Copies) along with the terms and conditions.

1. The contractor / Agency/ Firm must have registration with following Govt. Authorities as on the date of application and furnish proof thereof by enclosing the photocopies of the following documents. The original will be verified before awarding the contract and returned.
 - a) Govt. of M.P. (Deptt. Of Labour) under Shop Establishment Act.1958.
 - b) Provident Fund Commissioner
 - c) ESI Corporation
 - d) Copy of license obtained from Regional Commissioner in the matter of contract Labour (Regulation and Abolition) Act.1970 (37 Of 1970) (As applicable)
2. The contractor / Agency / Firm should submit the income Tax Clearance Certificate for last two years.
3. Brief profile of the contractor / Agency / Firm and its nature (Private, PrivateLtd.etc.) its capacity to undertake the work effectively and efficiently on agency basis with full details of address , telephone number, fax of local office and head office etc.
4. Past experience of the Contractor / agency /firm indicating the number of existing and clients with the nature of work undertaken for each client to prove such services have been rendered satisfactorily. Full details with copies of the contract and a letter of satisfaction from such client etc. should also be enclosed.

AGREEMENT

This agreement is made at Bhopal on this day, the 00/00/2015 between the Regional Museum of Natural History , Bhopal , here after called RMNH, on the one part and M/s. ----- Security Services, Bhopal (here after called the party) the term which includes successor legal heir on the other part.

1. In consideration of the amount payable by the RMNH to the party undertake to provide the services of Driver work in the Museum and its campus and at any other place as directed by the Scientist – in – Charge, RMNH (Scientist –B) Bhopal.
2. Authenticity documents including proof of age, driving license and police verification of each of the Driver (s) shall have to be submitted by the party to the RMNH before putting them on duty.
3. It shall be the responsibility of the party to maintain the required level of quality and competency of the service of Driver as directed by the Scientist- B.
4. The party should strictly instruct the driver to park the vehicle in the car – shed at office premises and keep the shutter locked. Also the driver should hand over the vehicle key to the office / official in charge of vehicle every day after use. Similarly everyday the driver unlock the shutter and draw the car out of the shed.
5. The nature of the services of Driver work in the RMNH by the party is given below:
 - a. Driving any of the vehicles belonging to the museum.
 - b. Safety of all the vehicles belonging to the Museum kept in the museum, its campus or during the travel period or functioning period.
 - c. In the event of any theft, loss of assets and / or disturbance affecting security etc. to the Museum vehicles, the entire responsibility for recovery and legal actions starting with lodging of FIR with local police to the final recovery stage etc. will lie with the party
 - d. Cleaning of vehicles, checking of air etc. repairing of any fault and regular servicing of the vehicles under the supervision of officers / officials through the authorized agencies of the vehicles.
6. Maintenance of log books of all vehicles under the supervision of the officials.
7. All drivers (s) deployed by the party must remain in proper uniform while on duty. The party shall supply at its costs uniforms, raincoats, woolen clothing, torches with batteries, registers, papers & other stationeries required for carrying out the service. The nature & colour of uniform shall have to be got approved from the Scientist – in – Charge (Scientist-B).
8. The party shall carry out services as mentioned below satisfactorily on all working days except weekly off during the period of contract without break.
9. The party shall engage one number of personnel for Driver.
10. The driver provided by the agency will work on all working day on the basis of eight hours per day. In case he is asked to work beyond eight hours, remuneration @ Rs.16.50 per hour will be paid for the completed extra hours of duty. In case the driver to go out of headquarter (Bhopal) he will be paid DA as per rules. This is subjected to the guidelines from H.Q.

11. The extra timing of duties and other details of deployment of the Driver shall be finalized after mutual discussion between the party and the RMNH and the decision of the RMNH will be final and binding to the party.
12. In case there is a demand by the RMNH for increase in the number of Drivers, the same shall be provided by the party within three days from the date of demand on the same rate and conditions, failing which the RMNH will engage person from open market subject to the realization of the payment from the party's bill.
13. The RMNH shall have power to disallow to perform the duties by the Driver, if found unsuitable to it for whatsoever reason. The party shall have to replace such person within 24 hours with a suitable driver having heavy duty license in writing and agree to provide a copy of the relevant heavy duty driving license. The party shall provide replacement so as to ensure the services as agreed upon.
14. The Driver provided by the "Agency" shall work on the basis of eight hours duty per day. They are entitled for one day weekly off and also follow the holiday's pattern of the office.
15. In case the person deployed by the Contractor / agency / firm does not come up-to the mark in the terms of general discipline or does not perform his duty properly or indulges in any unlawful activity including riots or disorderly conduct, the agency on the order of the Scientist-B, RMNH, Bhopal shall immediately withdraw such person from the premises of RMNH Bhopal
16. The Agreement will be in force -----for three months as a trial period. After satisfactory completion of the trial period, the agreement shall effective for duration of one year including trial period. On the other hand, if the service is found unsatisfactory during the completion of trial period, the contract will be terminated.
17. Initially the contract will be for a period of one year from the date of award of contract, which may be extended for further periods on the same / revised terms and conditions at the discretion of the Scientist-B, RMNH, Bhopal
18. The contract may be terminated at any time without assigning any reason by either of the parties by one month's notice in writing.
19. The RMNH agrees to pay the party a maximum total monthly amount of Rs. 00000/- (Rupees ----- only) for the selected Driver per month, subject to change of any as per Government Rules & regulations. During the period of agreement the RMNH shall not be bound to pay any amount more than this. This is subjected to the amendments.
20. The payment would be arranged from the Ministry of Environment Forests & Climate Change, Govt. of India at New Delhi through the Director, National Museum of Natural History (NMNH) New Delhi (the Head quarter), by ECS after submission of the proper pre receipted bills in triplicate. In case of the failure of the party or in case of absence from duty, proportionate deduction shall be made from the bills. Normally payment would be received from NMNH after about one to three months from the date of submission of the bills. The RMNH will not to be responsible for any inadvertent delay in such payment.

21. In case the party is unable to render service of requisite specification and quality, necessary deduction or otherwise will be made from the bill as per recommendation of the Scientist-B of the RMNH .This shall be binding on the party.
22. The party shall arrange for maintenance of Registers and other accessories as are found necessary for efficient performance of the work undertaken herein. A duty Register indicating the names of the service persons should be made available by the party for RMNH at all times.
23. The Driver of the party employed with the RMNH will have to perform eight hours duty for all working days. The Driver is entitled for one day weekly off. If he/ she perform the duty on weekly off, he / she is entitled for CH on that day. However, in case the Driver is required to undertake extra work beyond the normal eight hours any day the extra work if any will be compensated as directed in the clause No.10 of the Agreement.
24. He / She should get no arrears certificate from the Scientist – in – Charge (Scientist-B) while relieved from the responsibility of Driver for the issued items, stationary, files, equipment etc. When found items missing or destroyed the party would be held responsible for the act.
25. The contractor / Agency / Firm shall be responsible for fulfilling all its obligation under various laws and Acts, namely minimum wages Act, EPF Act, ESI Act, Bonus Act, etc and under any other statutory requirement as applicable to the Govt. of Madhya Pradesh and the rules regulation as amended from time to time in respect of manpower deployment, and also to present the documents as and when required or asked for by the Scientist –B, RMNH, Bhopal.
26. The contractor / Agency / firm shall be solely responsible for any violation of provision of the said Acts or any other Act.
27. The party undertakes to comply with and discharge all obligations and liabilities under the various labour laws in respect of persons engaged at the museum.
28. The party shall agree to provide indemnity to the RMNH from any future liability that may arise out of any statutory obligation during currency or termination of the agreement.
29. Authenticity of the documents including police verification of the Driver shall have to be submitted by the party to the RMNH before putting them on duty in prescribed format given by the competent authority of RMNH, Bhopal.
30. The manpower deployed by the Contractor/ Agency/Firm / party shall be the employees of the agency for all intents and purposes and incase, there shall be a relationship of employer and employee between Regional Museum of Natural History (RMNH) Bhopal and the said manpower shall accrue implicitly or explicitly.
31. The manpower so deployed by the contractor / Agency / Firm shall remain under the control and Supervision of the Scientist-in –charge, RMNH, Bhopal
32. The Agency shall be liable for payment for their wages, EPF, ESI, Bonus etc. and all other dues payable under various labour Regulations and other Statutory provision.

33. Income Tax and surcharge as per rules shall be deducted from the bills and amended from time to time by Govt. of India
34. Any theft, or missing of article, materials, files etc. the agency would be held responsible for the act while the said thing happened on the service jurisdiction of the posted person.
35. All claims which may arise due to the negligence of the Driver (including all types of charges/ incidental charges / legal charges / due to the accident any claim /etc.) shall be borne by the agency.
36. No regular employees of RMNH, Bhopal shall be employed by the contracted /Agency/Firm / party either part-time or full time.
37. In case of any dispute arising out of this contract /award of work between the RMNH and the party, the matters shall be sent to the sole arbitration of an Enquiry committee, which shall be appointed by the Director, National Museum of Natural History, New Delhi. 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 meaning of Arbitration Act 1940 or any statutory modification there of the time being in force.

IN WITNESS WHERE OF THE Parties to this Agreement have set their hands on thisday of.....2015.

