

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

# E-TENDER DOCUMENT FOR PROVIDING SERVICES OF ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM IN SCIENCE CITY, KOLKATA

E-Tender No. SCCY-13023/30/Fire Fighting/2024 dated: 17/01/2024

## SCIENCE CITY (A unit of National Council of Science Museums) J.B.S. Haldane Avenue Kolkata – 700046

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## 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 CPP online bids the **Portal** mav obtained on 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: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>) 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 / email 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 all 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 the bid documents ready 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 save 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 sort of delay due to other issues.
- 2) Tenderer/bidder has to digitally sign and upload the required bid documents one by one as indicated in the e-tender document.
- 3) Tenderer/bidder has to select the payment option as "offline" to pay the Tender Fee & EMD and enter details of DD/any other accepted instrument.
- 4) Tenderer/bidder should prepare the TENDER FEE & EMD instrument as per the instructions specified in the tender document. Scanned copy of DD/any other acceptable instrument as mentioned towards EMD & Tender Fee should be uploaded while online submission of the tender and the original should be posted/couriered/given in person to the Tender Processing Section before 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.
- 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 coloured (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 quoted rate tenderer/bidder in figures shall be taken as correct. The Comparative Statement is also generated automatically by the system. 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 Science City 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), Director, Science City, 3, J.B.S. Haldane Avenue, Kolkata-700046, Ph.: 033-2285-4343/1572/2607. Website: www.sciencecitykolkata.org.in, Email: sciencecity.kol@gmail.com
- (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.**

Dated: 17/01/2024

#### SCIENCE CITY, KOLKATA

#### **NOTICE INVITING e-TENDER (e-NIT)**

## FOR PROVIDING SERVICES OF ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM IN SCIENCE CITY, KOLKATA

No. SCCY-13023/30/Fire Fighting/2024

The **Science City, Kolkata** is a constituent unit of the National Council of Science Museums, Kolkata\* (\*hereinafter referred to as the **Museum/Centre**).

#### INFORMATION & INSTRUCTIONS TO THE BIDDERS:

1. Online e-tenders are hereby invited from reputed and experienced agencies for PROVIDING SERVICES OF ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM IN SCIENCE CITY, J.B.S. Haldane Avenue, Kolkata – 700046, on contract basis on payment of monthly lump sum composite charges for number of personnel to be deployed as per the departmental estimate separately indicating (a) Minimum Wages (as per Govt. of India prescribed minimum wage rates) including ESI, EPF & Bonus (b) Service Charges of the agency and (c) GST component as applicable.

#### The tenderer should fulfil the following eligibility criteria: -

- (i) Should be registered either as a Company under Companies Act 1956/2013 or Cooperative Society under the Co-op. Society Act, 1972 or Society under the Society Act, 1960 or as a Partnership (including Limited Liability Partnership) under Partnership Act, 1932 or Proprietorship Firm or Joint Venture/Consortium, as the case may be, and should be in existence as such entity for not less than **five years** as on **31/12/2023**.
- (ii) Should be in possession of (a) Trade License, if applicable (b) PAN Card [in the name of Company/Firm or Proprietor]: (c) EPF/PF Registration (d) ESI Registration (e) Professional Tax registration (f) Registration under the Shops & Establishment Act (If mandated by the respective State Government where the services are required to be provided. In case the said Registration is not mandated by the respective State Government, where the services are required, documentary evidence issued by the concerned department needs to be uploaded to get exemption for submission of the Certificate) g) Labour License/Registration Certificate under the Contract Labour Act, 1970 (h) GST Registration issued by the competent authority.
- (iii) The Tenderer/Bidder must have a valid license FOR PROVIDING SERVICES OF ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM in the State of West Bengal issued by the respective State Govt., wherever applicable (a copy of the license should be attached as proof). The Registered Office or one of the Branch Offices of the tenderer should be located in and around Kolkata. In case the Tenderer/Bidder do not have such facilities, they should sign a declaration on their letter head to the effect that "In case I/we get the contract after being technically lowest tenderer, I/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 Science City is located. Failure to do so on our part, our EMD and Security Deposit/Retention Money will be forfeited and the contract will be terminated forthwith" as per the Declaration-3 given in Annexure-II.

- (iv) The proprietor or any of its partners/directors of the partnership firm/company or the Secretary of the Co.op. Society / Society 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 Tenderer/Bidder should have been terminated in the past 3 years on account of violation of laws or deficiency of services or breach of contract. In case of concealment of any facts in this regard, Science City reserves the right to cancel/terminate the contract without giving any notice. Tenderer/Bidder is required to submit the certificate to this effect as per Annexure-IV.
- (v) Minimum 05 (Five) years' experience in executing similar kind of CONTRACTS/SERVICES FOR ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM in Central Government/State Govt./Autonomous Bodies/Public Sector Undertakings/Local Bodies / Municipalities / large Corporate Bodies. Tenderer shall attach (a) list of such organizations with contact nos. where the Tenderer/Bidder is currently providing/ has earlier provided similar kind of services, (b) copies of work orders and (c) completion certificates/ performance certificates from such organisations in support of their claim must be attached as per Annexure-V.
- (vi) **Minimum Average Annual turnover of the firm (Lead Partner in case of JV/Consortium)** should be **30 lakhs** during during any 3 (three) out of last 5 (five) financial years. [Tenderer shall attach relevant documents (audited report Trading, P/L & BS from authorized Chartered Accountant) with the Technical bid as proof]. Also attach the Brief summary of Average Annual Turnover duly certified by authorized CA in the format attached in **Annexure-XII**.
- (vii) The Tenderer (Lead partner in case of JV/Consortium) should have undertaken and successfully executed **similar works i.e. ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM** during **last five financial years** in any Central Government/State Government/Autonomous Bodies / Public Sector Undertakings/ Local Bodies/ Municipalities / large Corporate Bodies and meet any one of the following criteria:

At least One Annual Contract of value 80% of the annual estimated cost i.e. Rs. 23,81,496/- (EXCLUDING GST)

OR

At least Two Annual Contracts of value 50% of the annual estimated cost i.e. Rs. 23,81,496/-(EXCLUDING GST)

OR

At least Three Annual Contracts of value 40% of the annual estimated cost i.e. Rs. 23,81,496/-(EXCLUDING GST)

In case the contract prevailed for duration more than one year, the average value of work done in a year may be worked out accordingly. The contract for duration of **less than one year shall not be considered**.

#### Note:

- A. Work referred above should be in the name of the Tenderer/Bidder as a single entity and in case of JV, the work should be in the name of same partners who are participating in this tender.
- B. Successfully executed work' shall mean work under one contract with extension/s during the period April to March (last three financial years).
- C. Similar nature of work shall mean ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEMincluding manpower supply for the same.
- 2. The place of work shall be the place where Science City is located or as may be defined in the tender document.

#### 3. Important Information & Dates:

Departmental Estimated	Rs. 23,81,496/-(exclusive of GST)
annual value of the contract	
EMD Amount	<b>Rs.60,000.00</b> i.e. 2.5 % of the annual departmental estimated value (to be rounded off to next Rs. 1000/-)
Tenure and validity of contract	Initially 03 months on trial basis, thereafter, extended for 09 months' subject to satisfactory performance of the agency/successful Tenderer/Bidder. 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) at the discretion of Science City.
Validity of tender	The validity period of the e-tender shall be at least 06 (Six) months from the date of opening of e-tenders. This period may be extended with mutual consent if the decision regarding issue of Letter of Intent is delayed for any reason.
Bid Document Publishing Date & Time	17-01-2024 18:30 Hrs.
Bid Document Download Start Date & Time	18-01-2024 10:00 Hrs.
Pre Bid Meeting Date & Time	22-01-2024 11:30 Hrs.
Bid Document Download End Date & Time	As per system generated.
Bid submission Start Date & Time	23-01-2024 14:00 Hrs.
Bid submission End Date & Time	30-01-2024 18:00 Hrs.
Bid Opening(Technical) Date & Time	31-01-2024 11:30 Hrs.

- 4. The bid shall be signed by a person legally authorized to enter into commitment on behalf of the Tenderer/Bidder. The Tenderer/Bidder shall submit Power of Attorney in favor of the person who is authorized to enter into commitments on behalf of the Tenderer/Bidder.
- 5. Science City will not be bound by any Power of Attorney granted by the Tenderer/Bidder or changes in the constitution of the firm made subsequent to submission of the bid or after the award of the contract. Science City may, however, recognize such Power of Attorney and changes after obtaining legal advice, the cost of which will be borne by the Tenderer/Bidder.
- 6. The cancellation of any documents such as Power of Attorney, Partnership Deed etc. should be communicated by the Tenderer/Bidder to the Science City in writing well in time, failing which Science City shall have no responsibility or liability for any action taken by it on the strength of the said documents.
- 7. (a) Memorandum of Understanding must be uploaded in case the Tenderer/Bidder comprises of Joint venture/ Consortium/ Partnership.
  - (b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint/partnership firm.
- 8. The Tenderer/Bidder shall upload full details of his/her ownership and control and the certificate of Incorporation along with its Memorandum of Articles of Association, if it is a Company.
- 9. Tenderer/Bidder or members of a partnership, joint venture or consortium shall upload a copy of PAN Card No. under the Income Tax Act.
- 10. Each Tenderer/Bidder (each member in case of partnership firm/ joint venture/ consortium) or any associate is required to confirm and declare with his/her bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If Science City subsequently finds to the contrary, Science City reserves the right to declare the Tenderer/Bidder as non-compliant and declare rejection of his/her bid and treat the contract if already awarded to the Tenderer/Bidder to be null and void. In case the agency is a consortium, they should submit the registration document and mention clearly the details of the lead partner and the authorized signatory.
- 11. There should be no legal case pending with the police / Court of Law/any Law Enforcement Agency against the Tenderer/Bidder. Certificate to this effect to be submitted by the Tenderer as per **Annexure-IV**.
- 12. All the pages of the e-tender should be signed and stamped by the proprietor of the firm or authorized signatory of the Company/Partnership Firm/Joint Venture/Consortium. In case the tenders are signed by the authorized signatory, a copy of the power of attorney/authorization may be enclosed along with the tender.

- 13. A copy of the terms and conditions sheet(s) shall be signed & stamped on each page and submitted with the technical bid as token of acceptance of terms and conditions, which shall also form an integral part of the agreement to be executed after award of contract for ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM at Science City.
- 14. As per requirement of the Science City, Tenderer/Bidder must be capable and ready to provide adequate number of personnel.
- 15. The personnel deployed by the Tenderer/Bidder should be able to speak, read and write local language/Hindi.
- 16. Each Tenderer/Bidder shall submit only one tender either by himself/herself or as a partner in joint venture or as a member of consortium. If a Tenderer/Bidder or if any of the partners in a joint venture or any one of the members of the consortium participates in more than one bid, **such bids shall be rejected/cancelled**.
- 17. The Tenderer/Bidder shall bear all costs associated with the preparation and submission of his/her bid and Science City, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
- 18. 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.
- 19. Information and Instructions for tenderers/bidders, posted on website, shall also form a part of the bid document and agreement.
- 20. The bid document consisting of guidelines for the requirement of the contract of ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM 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/appfree of cost.
- 21. Out of the online bid documents submitted bv intending tenderers/bidders, the technical bids of all respondents will be opened and scrutinized for fulfilment of mandatory eligibility conditions. The financial bids of only those tenderers/bidders shall be opened who have deposited Earnest Money as specified above duly scanned and uploaded; and whose uploaded documents are found to be in order by the Technical Evaluation Committee (TEC) and the Tenderer/Bidder is considered eligible considering all eligibility criteria by TEC.
- 22. Those agencies not registered on the website mentioned above, are required to get themselves registered beforehand.
- 23. The intending tenderer/bidder must have valid Class II or Class III Certificates with signing key usage (DSC) to submit the bid.

- 24. No exemption will be allowed for submission of Security Deposit/Retention Money to NSIC/MSME certified firms. However, concession for submission of EMD shall be applicable to the Tenderers/Bidders registered with NSIC/MSME as per prevailing Govt. guidelines. The Tenderers/Bidders should upload document of the firm for claiming such exemption. Tenderer/Bidder must upload signed Annexure-XIII, if the bidder is registered under NSIC/MSME.
- 25. The e-Tenders are invited under **two electronic envelopes system**. The first electronic envelope will be named as Technical Envelope & will contain documents of tenderer's/bidder's fulfilling the eligibility conditions, scanned copies of documents towards proof of payment of EMD, work plan, experience details, declarations, signed & stamped E-NIT, etc. and the second electronic envelope will be named as Financial Envelope containing Rate Quote Sheet with detailed break up of rate for execution of the contract for ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM. The bidder shall submit **TECHNICAL BID ENVELOPE** and **FINANCIAL BID ENVELOPE** simultaneously. The technical bids will be evaluated first and there after 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) A scanned copy of Demand Draft / Pay order / Banker's Cheque of any Nationalised/Scheduled Bank issued in favour of **Science City**, **Kolkata** payable at **Kolkata** towards **Earnest Money Deposit (EMD)** in .pdf format and submit physical Demand Draft/Pay Order/Bankers Cheque at the Science City, Kolkata within the bid submission date and time.

EMD can also be deposited by <u>electronic fund transfer mode</u> through RTGS/NEFT to the bank account of Science City, details of which are as follows:

Name of the Account Holder	SCIENCE CITY, KOLKATA
Account No.	8419101020050
IFSC Code	CNRB0008419
Bank Name	Canara Bank
Branch	Science City Branch
MICR CODE	700015053

In case of RTGS/ NEFT, the receipt of transaction to be uploaded.

#### OR

Scanned copies of valid and updated certificates issued by NSIC under Single Point Registration Scheme (SPRS) and MSME Registration certificate in .PDF format should be uploaded for considering the waiver of EMD submission. In addition, the bidders registered under Department of Micro, Small and Medium Enterprises (MSME) and/or eligible for exemption from submitting Bid Security / Earnest Money Deposit for similar services shall be required to submit Bid Security declaration as per **Annexure-III** of the e-NIT.

- 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) Digitally signed e-Tender document (along with addenda/ corrigendum, if any issued to the technical bid document) should be submitted in .pdf format.
  - Hard copy of e-NIT endorsing signature and rubber seal of the bidder/tenderer on all pages should be submitted to the Science City on or before the due date of submitting the tender.
- iv) Scanned copies of documents of EXPERIENCE CERTIFICATES, CONTRACT EXECUTION / COMPLETION CERTIFICATE along with **Work Order/Letter of Intent** issued by Govt./Semi-Govt./Autonomous/PSUs/Municipal Bodies/Corporate Bodies and/or Corporate firms of repute as per the e-NIT in PDF format.
- v) Scanned copy of Declarations and Undertaking (as per **Annexure-II)** duly signed with and affixing Tenderer's/Bidder's seal in PDF format. Otherwise, the Science City shall reject the bid.
- vi) Work plan in PDF format digitally signed showing the personnel deployment pattern and how the bidder/tenderer proposes to judiciously render the service of ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM under this contract.
- vii) Copy of valid Bank Solvency Certificate in .PDF format.
- viii) Scanned copies of valid Fire Fighting License, Trade License (wherever applicable), Registration certificate under Shops and Establishment Act, Registration certificate/ Labour Licence under the Contract Labour Act., PAN Card, GSTIN Certificate, EPF registration certificate, ESI registration certificate, Professional Tax Registration certificate, Valid License to engage in the business of ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM in the State of West Bengal issued by the respective State Govt., wherever applicable, Income Tax Returns (for last three years) and audited Balance Sheet and Profit & Loss accounts for last three years in PDF format.

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

- (i) Rate Quote Sheet in .XLS format.
- (ii) Tenderer/Bidder should furnish scanned copy of complete break up of their rates showing (1) how they will comply with the minimum wages and other statutory regulations like Basic, VDA, ESI, EPF, Leave Salary, Bonus, paid National Holiday, etc. and (2) the lump sum composite charges for providing number of personnel to be deployed as per the rate prescribed by Govt. of India from time to time separately indicating (a) Service Charges of the tenderer/bidder (b) GST component as applicable in PDF format with signature & seal. It should

also contain break-up of/justification regarding the service charges as to how they are going to meet all the obligations defined under **Clause 19** of General Terms & Conditions. Financial Bid Evaluation Committee shall have full powers to accept/reject the justification as workable or non-workable. **In the absence of this break up, their tender shall liable to be rejected**.

Tenders providing non-tangible justification like service no charge/margin/profit/operational cost will be charged in order to increase the turnover/earning reputation etc. or agreeable to execute the work quoting a margin of Re.0.01 or Re. 1.00 or such meagre amount shall be rejected. For example, a justified margin amount equivalent to 2% (rounded off to Rs. 3,969.00) or above of the Departmental Estimated Value in Rupees {absolute value in Rupees to be quoted and not on percentage (%)} to be quoted towards justification for workability of the tendered service(s). The financial Bid Evaluation Committee shall scrutinize the cost breakup/ justification provided for the service charges quoted by the Tenderer/Bidder and its workability and reasonability. The Committee shall have the right to reject such financial bids if, in the opinion of the Committee, the service charges quoted by the Tenderer/Bidder is found to be unworkable the decision of the Committee will be binding on the tenderers and to that effect a Declaration-cum-Irrevocable Undertaking as per ANNEXURE-XVI to be signed and submitted by the bidder along with the tender document.

- 26. If the bidder quotes service charge with more than 2 (two) decimal points, then the quote upto two decimal points will be taken into consideration without rounding up. If a bidder/tenderer quotes "NIL" or "Zero or its derivatives upto 0.0009 and thereof" as service charges, the bid shall be treated as unresponsive and shall be rejected summarily and will not be considered.
- 27. The tenderer/bidder is required to quote their SERVICE CHARGES comprising of a) administrative & overhead charges, (b) uniform and tools & tackles for the deployed personnel, (c) insurance of personnel deployed for due performance of the contract as per the details given in **Clause No.19** of General Terms & Conditions in the Rate Quote Sheet/BOQ.
- 28. In case of a tie for successful bidder, the <u>lottery system</u> will be followed. The Tender Committee may conduct the draw and outcome of the draw shall be final and binding on all the Tenderers/Bidders contesting for successful bidder position.
- 29. The Tenderer/Bidder is liable to pay minimum wages plus the allied benefits like ESI, EPF, Bonus, Leave Salary etc. as per Law to the personnel deployed by them for the purpose and also abide by regulations under minimum wages act as prescribed by the Govt. of India from time to time.
- 30. Service charges should be quoted in one lumpsum and **not on percentage basis**. Service charges shall remain unchanged throughout the tenure of the contract including its renewal periods. <u>In case the service charge is quoted by tenderer/bidder on percentage basis</u>, **the e-tender shall be summarily rejected.**

- 31. Science City 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.
- 32. 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.
- 33. E-tenders incorporating **additional conditions** are liable to be **rejected**.
- 34. The tenderer(s) must declare in writing that neither he/she 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 II.**
- 35. Apart from GST as specified above, any other statuary tax in respect of this contract will be reimbursed as per the applicable rates prescribed by the Government of India from time to time.
- 36. Before submitting the e-tender, the tenderer shall assess the quantum of work involved in ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM services after going through the scope of job requirement and conditions of contract and inspection of the site/premises.
- 37. Subject to fulfilment of the conditions as laid down in **Clause No. 21 and Clause No. 25**, the Financial Bid Envelope shall be opened by a duly constituted committee of Science City.
- 38. It may be noted that the Technical Bid Envelope which are not found in order as per requirement of Science City shall be summarily rejected.
- 39. E-tenders which do not fulfil any of the above conditions and/or are incomplete in any respect are liable for summarily rejection and the same shall be uploaded in the CPP Portal before opening of the Financial Bids.
- 40. Earnest Money is liable to be forfeited if the successful e-tenderer/bidder selected for ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM service fail to take up the work and sign the formal agreement within **07 days** from the date of issue of Letter of Intent to them.
- 41. The successful tenderer will be awarded the work of ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM by the Science City, Kolkata 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 fire fighting system, work plan/job requirement, visiting hours, visitors' footfall and occupancy rate of different facilities etc. of Science City. The successful tenderer shall also mobilise all its resources including the deployedpersonnel, equipment, tools, consumables, gadgets and stationery items etc. and sign an Agreement with Science City in approved format (Annexure-XV) on a non-judicial stamp paper of appropriate value.
- 42. The **validity period of the e-tender** shall be **06 (six) 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.

#### 43. Refund of EMD

- (i) EMD of successful Tenderer/Bidder shall be discharged (without any interest) on or before the 30th day after award of work to the successful Tenderer/Bidder and signing of contract, whichever is later, after receipt and acceptance of the Security Deposit/Retention Money in the valid format. On the request of the successful bidder, EMD may be adjusted against the Security Deposit/Retention Money and balance Security Deposit/Retention Money to be deposited with the specified time.
- (ii) EMD of unsuccessful Tenderers/Bidders shall be discharged (without any interest) on or before the **30**<sup>th</sup> day of opening of Financial Bids.
- 44. Before the award of work, if any Tenderer/Bidder withdraws his/her bid during the period of validity (i.e. six months from the date of opening of e-tender) or makes any modification in the terms and conditions of the bid which are not acceptable to Science City, then Science City, shall, without prejudice to any other right or remedy, be at liberty to forfeit the EMD absolutely or terms of Bid Security Declaration will be invoked.
- 45. After award of work, if the successful Tenderer/Bidder refuses or neglects to execute the contract or fails to furnish the required security deposit/retention money within the time frame specified by Science City, the EMD will stand forfeited fully and award of contract shall stand cancelled and the successful Tenderer/Bidder shall be blacklisted for participating in e-Tenders in NCSM and its constituent units in future.
- 46. The Director, Science City, Kolkata reserves the right to disallow/reject candidatures of past/current agencies who have/are rendering services and whose past/ongoing performance was/is below par and usually poor (e.g. invoking of penalty clause/notice issues for non-compliance of terms and conditions of agreement and any other irregularities in execution of contract).
- 47. The Director, Science City, Kolkata reserves the right to verify the credentials submitted by the tenderer/bidder at any stage (before or after the award of work). If at any stage, any information/documents submitted by the tenderer is found to be incorrect/false or have some discrepancy which disqualifies the Tenderer/Bidder, then the following action will be taken:
  - (a) Forfeit the entire amount of EMD and/or Security Deposit submitted by the tenderer/bidder and also the successful bidder after award of contract.
  - (b) Terminate the contract, if already awarded.
  - (c) The tenderer/bidder shall be liable for debarment from e-tendering in any units of NCSM, apart from any other appropriate contractual/legal action

#### 48. Clarification of e-tender document/Pre-Bid Meeting: -

In case the bidder has any doubt about the meaning of anything contained in the e-tender document, he/she shall seek clarification during the PRE-BID MEETING on the designated date and time as mentioned in e-Notice Inviting Tender.

#### GENERAL TERMS AND CONDITIONS OF THE CONTRACT

- 1. The Agency must note that there will be no revision in the service charges (comprising of overhead & administrative 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 Registered Office or one of the Branch Offices of the tenderer should preferably be located in and around Kolkata. In case the Agency do not have such facilities, they should sign a declaration on the agency's letter head (as per **Annexure-II**) 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 Science City is located, Failure to do so on our part, our EMD and Security Deposit/Retention Money will be forfeited and the contract will be terminated forthwith."

#### RESPONSIBILITIES OF THE AGENCY: -

The Agency shall ensure that all statutory wages and allied benefits like P.F., Bonus, ESI etc., as prescribed by the Government of India from time to time, are paid to personnel deployed for the purpose of this contract. The Agency shall remain liable to the authorities concerned for compliance of the respective existing rules and regulations of the Govt. of India for this purpose and shall also remain liable for any contravention thereof. The Agency shall have to abide by the minimum wage legislations and must pay minimum wage as per law to the personnel deployed by them for the purpose in time as prescribed in e-NIT. Bonus paid to the personnel deployed shall be reimbursed to the Agency by Science City once in a year (wherever applicable) against submission of reimbursement claim by the contractor with supporting muster roll authenticating the disbursement of bonus to the personnel deployed by them under this contract. In case the minimum wage/wage of any personnel engaged by the Tenderer/Bidder cross Rs. 21,000/- per month, such person is exempted from the purview of the E.S.I Act and no contribution to be paid/reimbursed by Science City. In that case, insurance policy covering the risk under the Employees Compensation Act, 1923 for this/these exempted person/personnel may be taken from nationalized insurance companies only (viz. National Insurance Co. Ltd., Oriental Insurance Co. Ltd., The New India Assurance Co. Ltd., United India Insurance Co. Ltd.) & the premium amount (premium is normally calculated based on age & monthly earning of such person/personnel as per the Employees Compensation Act, 1923) will be reimbursed by Science City to the Tenderer/Bidder.

If the area of Science City is not covered under the ESI Scheme/Act, the Tenderer/Bidder is required to take an insurance policy as per the Employees Compensation Act, 1923 for the personnel engaged in Science City and premium amount will be reimbursed to the Tenderer/ Bidder after production of the premium receipt(s) of the personnel engaged by them. The premium will be fixed by taking into account the age of the deployed personnel along with their monthly earning as per the Act.

- 4. The Agency shall indemnify the Science City, Kolkata against all claims which may be made under all and/or anyof the Labour Laws of the Land including the **Employees Compensation Act** or any statutory modification thereof or rules there-under or otherwise for in respect any damage of compensation payable in consequence of any accident or injury sustained by any workmen engaged in the performance of the contract. In all cases of personal injury to any workmen employed by the Agency on the works is liable to pay compensation under the **Employees Compensation Act**.
- 5. The Agency shall be responsible for making payment of minimum wage applicable as per Govt. of India or the minimum wages rates prescribed by the local Government/Authorities where the services are to be rendered, whichever is higher. Wages to be paid by the Agency to its employees deployed at the Science City for the purpose of this contract as per the provision of the Payment of Wages Act, 1936.
- 6. (A) 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 Science City for the purpose of this contract in their respective names each month while submitting their GST compliant bills for the subsequent month. In order to substantiate the proof of payment, the agency must submit GST challan, ESI challan, EPF challan and copy of salary disbursement document with details of head of payment (wage & allowances) and all deductions (PF, ESI, etc.) of the personnel deployed by them along with their particulars and proof of transfer of wages into the respective bank accounts of the deployed personnel to Science City. In case EPF & ESI payment, one of the following documents shall be provided along with corresponding EPF and ESI challan:
  - (a) ECR challan along with scroll of the employees/EPFO TRRN query status with successful payment confirmation generated from official website of EPFO.
  - (b) EPF Account statement/ any authenticated document received from EPFO showing the entries of the amount credited.
  - (c) ECR challan along with scroll of the employees generated from the website of ESIC.

In case non-deposit of EPF / ESI by the agency, the amount equal to the share of EPF/ESI in respect of employer and employees shall be withheld and other components of invoice shall be paid in the first instance.

- If the agency fails to pay the contributions of EPF/ESI in respect of employees and employer in the subsequent month then the contract may be terminated by forfeiting the security deposit of the contractor besides debarring the agency for 3 years from participating in the future e-tender process of NCSM and its constituent units.
- **(B)** 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.
- 7. The Agency shall pay wages to the personnel deployed by themin their respective Bank Accounts latest by the 7<sup>th</sup> of every month through etransfer and shall produce copy of acquaintance roll and bank remittance statement every month along with their bill.

8. During the period of this contract, the Agency shall provide proper and adequate service as per the **scope of work** stated in the **Annexure-VII** and perform their duties diligently, honestly and to the entire satisfaction of Science City. The Agency shall constantly keep in touch with Science City regarding ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM and abide by all instructions and directives issued by the authority of Science City in this regard.

The Agency shall give or provide all necessary superintendence during the execution of the contract for ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM for proper fulfilment of their obligations under the contract.

- 9. The Agency shall maintain all **relevant registers, documents** in the premises of Science City, as per proper format prescribed under the concerned Acts and/or as required by Science City, which may have to be presented for inspection of the concerned Labour Authorities/Authorities of Science City. The agency shall also put up a notice board displaying the minimum wages applicable at the place of service prescribed by the Government of India or local authorities (whichever is higher) from time to time.
- 10. The Agency shall maintain **complete official records** of disbursement of wages/salary showing specifically details of all deduction such as ESI, EPF, Professional Tax etc. in respect of all the persons deployed in the premises of Science City. The agency shall maintain separate personal files in respect of all its persons, who are engaged for the purpose of this contract. The personal files shall consist of personal details such as name, address, date of birth, residential address (both present and permanent) and all grievances recorded by the person(s) vis-a-vis action taken etc.
- 11. 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 Science City for the purpose of this contract and shall keep Science City indemnified against any liabilities arising out of non-compliance of any of the Acts, Rules or Orders on their part and any liability, claims, losses or damages sustained by them for reasons of any breach of contract, wrongful act or negligence of the agency or any of its personnel engaged for the purpose of this contract.
- 12. The Agency shall indemnify Science City against all claims which may be made under the Minimum Wages Act, 1948, Abolition of Child Labour Act,1986, Provident Fund Act, 1952, ESI Act 1948, Payment of Bonus Act 1965, Industrial Dispute Act 1947, Payment of Gratuity Act 1972, Payment of Wages Act,1936 or any statutory modification thereof or Rules there-under or otherwise for in respect of any damage or compensation arising in-consequence of any dispute under these Acts. In case any dispute is lodged against Science City under any Acts stated above, the Agency shall implead himself in the case and counter the matter. If the Agency does not do so and violate the same, it will be treated as violation of the terms of the contract, for which, Science City may unilaterally terminate the agreement without giving any notice and recover the cost/expenses involved in the process including the dues if any from the Agency.
- 13. The Agency shall ensure that the personnel deployed at Science City for executing the services under this contract must adhere and follow all the safety norms. For any violation / contravention on safety aspects, liquidated damage to the extent Science City suffer loss will be recovered from the Bills or / and the Security money besides the lawful action to be taken against the Agency.

- 14. The Agency shall ensure placing the agreed number of manpower for the purpose of ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM at the Science City. In case of absence of personnel deployed by the Agency for any reason, required number of substitutes to be provided by the Agency, failing which Science City shall be at liberty to utilize such services from other available sources and such expenses that will be incurred shall be borne by the Agency. Science City shall be entitled to recover such expenditure by deduction from the payments due to the Agency including the Security Money.
- 15. The personnel deployed by the agency for carrying out the work under the contract shall not claim, in any way, that they are the employees of Science City.
- 16. The Agency shall not deploy any unfit person (or person having any contagious disease) or persons below the age of **18 years** and above **60 years** of age for performing the job of ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM in Science City. In this regard, agency shall submit annual return to Science City authority in respect of age/date of birth and medical fitness of their deployed personnel. The person(s) found medically unfit / physically deteriorated at any point of time will not be allowed to perform duties and the agency will be responsible to replace such person(s) within 24 hours.
- 17. The Agency shall deploy only those personnel who have cleared **police verification** at the time of their deployment. In case any deployment is made in very short notice due to exigency, their police verification must be submitted within **30 days**. The agency shall also make periodical police verification of the particulars of their personnel deployed at their own cost. The agency shall 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 Science City. They shall always wear the identity card while inside the premises of Science City on duty. They shall also abide all the protocols/instructions issued by Science City for safe, healthy and proper behaviour at the work place.
- 18. The Agency shall be liable to comply with the directions of Science City, to replace any personnel deployed by them within 24 hours of receipt of such direction& ensure proper and adequate services. The Agency shall take consent of Science City in case they prefer to replace/remove any personnel deployed by them with reasonable justification.
- 19. All the deployed personnel at Science City shall be in proper uniform and should be neat and clean while on duty. The agency shall, at their cost, supply Fire Fighting tools, uniform (preferably Red T shirt and black /Navy blue trouser including safety shoes, shocks, belt, badges, name tally, raincoats & woollen clothing), and other accessories as well as stationery required for carrying out the work of ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM and take necessary/appropriate insurance to cover the risks, damages or injuries etc. as mentioned in Clause 24 of the General Terms & Conditions. The Agency should include expenses for above mentioned items in the service charges to be quoted by them in the Financial Bid.
- 20. The Agency shall be responsible for observance and compliance of different industrial laws and fire protection laws as in force and they shall ensure that no demonstration/agitation of any kind takes place inside or near the premises of Science City by personnel engaged by the Agency.

- 21. The Science City shall have no responsibility for providing living accommodation to the personnel deployed by the Agency.
- 22. The scope of services shall be as given in the Annexure-VII and the amendments carried out from time to time as per the requirement of Science City. Any extra/additional deployment of manpower arising out of special programmes or exigencies and beyond the scope of this agreement shall be negotiated separately by a duly constituted committee of Science City. The Agency shall provide the necessary extra manpower corresponding to the requirement of services immediately for which advance intimation would be given by Science City. Science City also reserves the right to reduce the deployment of personnel to any extent in exigency situations. Any such augmentation or reduction of manpower as per the requirement of Science City from time to time, should be followed scrupulously by the agency. However, in such case, the monthly lumpsum composite charges shall be paid to the agency based on the wages & statutory obligations of actually deployed personnel keeping the Service Charges (overhead & administrative charges) of the agency unchanged/shall not be revised.
- 23. Science City shall accept no liability explicit or implicit for, nor any financial or other consequences arising from, sickness, injury, damages, partial or full disability or death of the personnel of the agency deployed in Science City as per the contract or any person(s) performing any work on their behalf under the present contract, including the time spent in travel for performing the duty under the present contract nor for any damages which may arise by reason of the neglect or default of any of them.
- 24. The agency shall, at their expense, take appropriate insurance to cover all risks, damages or injuries, including related claims, which might occur to any person, including a third party, or to any property, including equipment, papers and documents, and arising out of, or connected with the staff member's performance under the present contract.
- 25. The personnel deployed by the agency at Science City shall not accept any gratification or reward in any shape.
- 26. All personnel deployed by the agency in Science City will work in close cooperation and co-ordination with other agencies working at Science City.
- 27. All personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the staff/visitors and should project an image of utmost discipline. Science City shall have right to have any person replaced in case of staffs'/visitors' complaints or as decided by authorized representative of Science City if the person is not performing the job satisfactory or otherwise. The Agency shall have to arrange the suitable replacement in all such cases **within** 24 hours of such incidents.
- 28. If at any later date, it is found that the documents and certificates **submitted by the agency are forged or have been manipulated**, the work order issued to the agency shall be cancelled and Security money deposited with Science City shall be forfeited without any claim whatsoever on Science City and the agency is liable for action as appropriate under the extant laws. Moreover, the agency shall be blacklisted from participating in tenders of NCSM and its units.

- 29. The agency shall not sub-contract or sub-let, transfer or assign the contract or any other part thereof to any person/agency.
- 30. The agency shall be responsible to maintain adequate hygiene & cleanliness while providing the service of ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM and shall strictly adhere to the Standard Operating Procedures (SOPs) & Guidelines issued by the Government from time to time for preventing spread of contagious diseases/epidemic/pandemic such as wearing of masks, hand gloves etc. and the cost of which shall be borne by the agency.
- 31. **A senior level representative** of the agency shall visit the Science City premises at least once-a-week and review the service performance of its personnel. During the weekly visit, the agency's representative will also meet the Officer-in-Charge of the Science City dealing with service under the contract for mutual feedback regarding the work performed by their personnel and removal of deficiencies, if any, observed in their working.
- 32. Successful Tenderer/Bidder shall bear the expenses for applicable stamp duty for execution of the agreement as per **Annexure-XV**, both the original and the duplicate copy.

#### 33. **SECURITY DEPOSIT:**

i) A security deposit of minimum 5% of the annual value of contract, subject to a maximum of Rs. 20.00 lakh is to be deposited by the Agency either in the form of electronic transfer mode i.e. NEFT/RTGS (bank details are furnished in Sl. No. 25(a)(i) of Information & Instructions to Bidders) or through demand draft/pay order drawn in favour of 'Science City, Kolkata', payable at Kolkata to cover the risk or any loss caused to Science City due to fraud, theft, pilferage etc., the responsibilities for which are attributable, directly or otherwise, due to the negligence or inefficiency on the part of the agency or personnel deployed by them for the purpose of the contract, or any breach of contract of whatsoever nature or 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 Science City shall be final and binding on the bidder/tenderer and the same 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 Science City.

The guidelines issued by the Government of India with respect to Security Deposit/Performance Guarantee during the period of pandemic shall be followed.

ii) **The Security Deposit** will be refunded to the successful contractor (without any interest) within two months of the expiry of the contract only on the satisfactory performance of the contract and on fulfilment of all statutory obligations and payments.

#### 34. **PAYMENT:** -

- i) The Agency should submit a certificate/undertaking as per **ANNEXURE-X** every month preferably on the reverse of the bill or separately on letterhead of the agency. In case the certificate / undertaking of compliance of statutory regulations is not submitted, the particular month's bill shall not be processed by Science City. For persistent breach of such acts, as stipulated above, the contract will be terminated forthwith along with forfeiture of Security Deposit followed by blacklisting of the agency in NCSM and its units.
- ii) The payment composite service charges of the agency 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 Science City, Kolkata. In case of the Agency's failure to provide requisite services on particular day/days, proportionate deduction as decided by the competent authority of Science City, shall be made from the monthly bill. TDS as applicable will be deducted from the monthly bill.
- iii) The Science City, Kolkata shall reimburse the amount of GST paid by the Agency to the authorities on account of services rendered by them to Science City. The reimbursement shall be admissible on production of proof of deposit i.e. copy of challans (GSTR-1 & GSTR-3) by the Agency. **GST is levied on Basic Rate and Overhead & administrative charges as detailed in Annexure-IX.**
- iv) TDS on the bills 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 Science City within the prescribed stipulated time.
- v) If, as a result of post payment audit, any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the e-tender, it shall be recovered by Science City from the amounts payable to the agency.
- vi) Science City shall pay to the Agency nothing more than the amount as may be due under the contract terms.

#### 35. **PENALTY**: -

- a. For non-performance of the agency in any particular month, wholly or partly, or in the event of any deficiency in ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM rendered by the agency, any time during the currency of the contract, Science City shall impose penalty as finalised by the duly constituted committee which shall be recovered from the monthly bill(s) of the agency. The decision of Science City shall be final and binding on the agency.
- b. In case of non-payment/partial payment of wages to the personnel deployed by the agency within the time frame as per Clause 7 of the General Terms and Conditions, a caution notice may be issued to the agency. A PENALTY of 0.25% of the contract value subject to a maximum Rs. 5,000/- per day may be deducted from the monthly bill of the agency with the approval of competent authority, if disbursement of payment not done within 10th day of the month. For persistent breach or unsatisfactory services as stipulated in the terms and conditions, the contract will be terminated forthwith along with forfeiture of Security Deposit followed by blacklisting of the agency.

#### 36. TENURE AND VALIDITY: -

- i) 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 Science City 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 from time to time, shall only be considered for revision.
- ii) Agency is required to furnish a Declaration-cum-Irrevocable Undertaking as per **ANNEXURE-XVI** that in case it is found that Owner or any of his/her employees are involved in illegal, immoral & corrupt practice after award of the Contract, Science City has full right to cancel the contract with or without reason assigning reasons.
- iii) The contract can be terminated by Science City at any time without notice in the event of gross security risk or gross damage to Science City property due to Agency's failure or persistent failures of the Agency in providing satisfactory services to Science City and/or to comply with the provision of minimum wages and statuary obligations. The decision of Science City in this regard shall be final and binding on the Agency.
- iv) Science city reserves the right to review performance of the Agency during the contract period and in case the performance is not found satisfactory, the contract may be determined/terminated as per the terms & conditions of the e-NIT. The entire contract shall be carried out strictly in accordance with the terms & conditions and Scope of Work stipulated in the e-NIT.
- v) The Agency on completion of the specified term of contract or on termination of the contract shall peacefully vacate the premises of Science City and remove all their persons and materials from the campus after handing over the charge to the new agency.
- vi) For reasons other than those mentioned in the clauses above, the contract can be terminated by either party by providing clear three months' notice in writing.
- 37. **TRANSFER OF RESPONSIBILITIES:** In the event of exigencies arising due to the death, infirmity, insolvency of the Proprietor/Directors/Partners/Secretary of the of the firm/agency/ or the lead partner of JV/Consortium for any other reasons or circumstances; liabilities of the contract shall be borne by the following on such terms and conditions, as the Director, Science City may think proper in public interest: (a) Legal heirs in case of sole proprietor, (b) The next directors/partners/ secretary in the case of Company / Partnership firms/Co.op. Society or Society, (c) Legal heir/authorised new representative in case of JV/Consortium, otherwise shall reserve the right to settle the matter according to the circumstances of the case as he/she may think proper.

- 38. **ARBITRATION:-** In case of any dispute arising out of this contract between Science City and the Agency, the matter shall be referred 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 Science City 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 or re-enactment thereof and of the rules made there under for the time being in force.
- 39. **COURT JURISDICTION:** All disputes arising out of the tender and this contract shall be subjected to exclusive jurisdiction of the Courts at Kolkata and the writ jurisdiction of Hon'ble High Court at Calcutta.
- 40. **FORCE MAJEURE:** In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire, Flood, pandemic, epidemic, quarantine restriction, natural calamities directly affecting the performance of the Contract, and Acts & Regulations. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other party within 72 hours of the ending of the cause respectively. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts. If deliveries/services are suspended by Force Majeure conditions lasting for more than 2 (two) months, Science City shall have the option of cancelling this contract in whole or part at their discretion without any liability at their part.

#### Annexure - I

#### BID EVALUATION CRITERIA AND SELECTION PROCEDURE

A two-stage procedure shall be adopted in evaluation the proposals.

#### 1. SYSTEM OF SELECTION OF SERVICE PROVIDER:

- a) The tender committee appointed by Science City shall regulate bid opening and bid evaluation process.
- b) Technical bid envelope (Un-Priced Bid) shall be opened as per schedule indicated in the e-tender document. The date fixed for opening of technical bid, if subsequently declared as holiday, revised date of schedule shall be notified. However, in absence of such notification, the technical bid shall be opened on next working day at same time.
- c) The financial bid envelope (Price Bid) will be opened and only those financial bids of Tenderers/Bidders, whose technical bids are qualified based on the eligibility criteria, shall be opened. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified Tenderers/Bidders during the technical evaluation process.
- d) After opening of the technical bids and verifying the required documents and EMD amount, the technical bids shall be evaluated later to ensure that the Tenderers/Bidders meet the essential criteria as specified in the e-tender document.
- e) Bids shall be declared as valid or invalid/rejected by Technical Evaluation Committee (TEC) based on the preliminary scrutiny, i.e. verification of EMD & required documents to establish the eligibility criteria.

#### 2. TECHNICAL BID EVALUATION

- a) The technical bids shall be evaluated based on the available documents submitted by the Tenderers/Bidders. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Tenderers/Bidders, Science City may, at its discretion, ask Tenderers/Bidders for a clarification of their bid. Any clarification submitted by a Tenderer/Bidder that is not in response to a request by Science City shall not be considered. The request of Science City for clarification and the response shall be in writing only.
- b) If Tenderer/Bidder does not provide clarifications of their bid by the date and time set in the request of Science City for clarification, their bid may be rejected.
- c) The tender committee of Science City reserves the right to cross-check the correctness of data provided by the tenderers/bidders by making necessary enquiries with the concerned departments and/or by site visits as deemed fit.
- d) The technical bid evaluation shall be done based on the fulfillment of the basic eligibility criteria as defined in the e-NIT clause No. 1 (i to vii). The agencies are required to provide cross reference details of the supporting documents in claim of each eligibility criteria in the following tabular form as per Annexure-'I(a)'.
- e) The technical bid not meeting the essential minimum criteria or any other requirements as per the e-tender document shall be rejected and corresponding financial application shall not be opened.

#### 3. FINANCIAL BID (PRICE BID) OPENING & EVALUATION PROCEDURE:

- a) The financial bids of all the technically qualified bidders shall be opened.
- b) The price quoted by the respective Tenderers/bidders shall first be scrutinized/checked for compliance with the prescribed minimum wage calculations & service charges etc.
- c) The Financial Bid Evaluation Committee shall scrutinize the cost breakup/ justification provided for the service charges quoted by the Tenderer/Bidder and its workability and reasonability. The Committee shall have the right to reject such financial bids if, in the opinion of the committee, the justification/cost breakup given for the service charges is found to be unworkable.
  - Mere becoming the lowest bidder, prior to financial bid scrutiny shall not give any right to the lowest bidder to claim that they are successful in the bidding process. The successful bidder shall be decided only after following due procedure.
- 4. If there is a discrepancy between words and figures, the amount in words shall prevail.
- 5. Further, without affecting the sanctity of the above criteria, Science City reserves rights to relax any condition of eligibility criteria qualifying the application(s) based on merit of each case and if the situation so warrants in the interest of Science City, subject to obtaining approval from the Director General, NCSM, Kolkata.

Stamp/Seal of the Applicant

Name and Signature of the Authorized Signatory

Annexure - I(a)

Details of the supporting documents in claim of each eligibility criteria

<u>S1.No.</u>	Eligibility Criteria	Cross reference of Documentary proof
1.	Registration as per	
	Clause 1 (i)of e-NIT	
2.	Trade License if available	
	(Optional)	
3.	Fire Fighting License	
4.	PAN Card	
5.	EPF Registration	
6.	ESIC Registration	
7.	P. Tax Registration	
8.	Registration under the	
	Shops & Establishment	
	Act	
9.	Labour License	
	Number/Registration	
10.	GST Registration	
11.	License to engage in the	
	business of ANNUAL	
	OPERATION AND	
	MAINTENANCE OF FIRE	
	FIGHTING SYSTEM in the	
	State of West Bengal, if	
	available (Optional)	
12.	Detail of registered office	
	as per clause 1 (iii) of eNIT	
13.	Undertaking as per clause	
	1(iv) of e-NIT	
14.	Documents related to	
	experience as per clause	
	1(v) of e-NIT	
15.	Documents related to	
	Annual average turnover	
	of the Tenderer/Bidder as	
1.5	per clause 1(vi) of e-NIT	
16.	Documents for	
	successfully executed	
	similar works during three	
	years of last five years as	
1.77	per clause 1(vii) of e-NIT	
17.	Documents related to	
	Income Tax Returns of	
1.0	last 3 years	
18.	Any other documents	
Note : S	relevant to the e-tender	lorgon magning desirth gigmotors 91
Note : S	eparate Sneet may be used wher	ever required with signature & seal

#### Annexure - II

(Format for Declarations & Undertaking **to be typed on bidder's/tenderer's LETTER HEAD** and to be submitted in Part –I (TECHNICAL ENVELOPE) of the e-tender document)

#### **DECLARATION -1**

This is to certify that neither I/we/any of us/ am/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 seal/rubber stamp)

Place:

#### **DECLARATION -2**

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

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

#### **DECLARATION -3**

(APPLICABLE FOR THE TENDERER/BIDDER whose Registered Office or one of the Branch Offices are not located in and around the place where Science City is located)

I/We hereby declare that in case we get the contract after being technically lowest tenderer, I/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 Science City is located, Failure to do so on our part, our EMD and Security Deposit/Retention Money will be forfeited and the contract will be terminated forthwith.

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

#### **UNDERTAKING**

This is to certify that I/we have carefully gone through the instructions to the bidders, terms & conditions of the contract and job requirement, thoroughly inspected the premises of Science City and also studied the departmental estimate for 'ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM given in the e-tender document and thoroughly understood the obligations and have accordingly quoted our rates after going through all details. We hereby give an undertaking that we shall provide the work of ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM as per the given job requirement during the period of contract. I/We have neither currently nor on any previous occasion have not been blacklisted/ debarred and no legal cases are pending. I/We have not tampered/modified the e-tender documents in any manner. In case the same is found tampered/modified, we understand that our offer shall be summarily rejected and I/we are liable to be banned from doing business with NCSM and its units and/or prosecuted as per laws.

I/We also undertake that the physical **EMD** instrument shall be deposited by me/us, as stated in Clause **No. 25 (a) (i) of e-NIT,** with the office of **Science City, Kolkata** before the bid opening date. Otherwise the **Science City, Kolkata** shall reject the bid and debar me/us from further tendering in NCSM or its constituent units.

Or

I/We also undertake that the **EMD** amount has already been deposited by me/us through electronic fund transfer mode with the office of Science City, Kolkata and the transaction details are attached for ready reference. Otherwise, the **Science City, Kolkata** shall reject the bid and debar me/us from further tendering in NCSM or its constituent units.

Date: Place:

(Signature of the tenderer with seal/rubber stamp)

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

#### Annexure – III

#### Bid Security (Earnest Money Deposit) Declaration in respect of MSMEs

(Format for Certificate /Declaration to be typed on the LETTER HEAD of the bidder with rubber seal and to be submitted in Part –I (TECHNICAL ENVELOPE) of the e-tender document)

We further declare and accept that if we withdraw or modify our bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a Performance Security (Security Deposit) before the deadline defined in the e-NIT, we will be suspended for the period of 2 years from being eligible to submit bids for contract in Science City.

(Signature of the tenderer) with seal/rubber stamp

Date:

#### Annexure - IV

## (Format for Certificate to be typed on the NON-JUDICIAL PAPER with attestation by the notary and to be submitted in Part –I (TECHNICAL ENVELOPE) of the e-tender document)

Certified that the Tenderer/Bidder or any of its Owner/partners/Director has/have not been blacklisted/ debarred by any of the Govt. agencies or department or has/have not been found guilty of commission of acts of moral turpitude or convicted for any economic offence or violation of any labour laws etc. by any Court or any PF/ESI authorities.

It is further certified that the Tenderer/Bidder has not been terminated by any of the Govt. department/autonomous institutions/public sector undertaking of the Govt. of India/other State Govt. or Public Sector Bank or local bodies/Municipalities during past three years on violation of laws or deficiency of service or breach of contract.

(Signature of the tenderer with seal /rubber stamp)

Date:

Place:

#### Annexure - V

(Format for Certificate / Declaration to be typed on the LETTER HEAD of the tenderer/bidder with rubber seal and to be submitted in Part –I (TECHNICAL ENVELOPE) of the e-tender document)

#### DETAILS OF PREVIOUS EXPERIENCE OF THE BIDDER

Certified that the Tenderer/Bidder has undertaken the services of similar jobs of ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM at the following Govt. Departments/Autonomous Institutions/Public Sector Undertakings of the Govt. of India/other State Govt. or Public Sector Bank or Local Bodies/Municipalities/Corporate Bodies during **last five years**:

S1. No.	Name & Address, phone no and email	Duration of the Contract		No. of personnel	Annual value of
	of the Organization where similar service provided	From	То	deployed at site for carrying out the service	the contract (exclusive of GST)

Certified that the information furnished above are true to the best of my/our knowledge. It is hereby declared that I/we abide by the decision of Science City for registration and shortlisting of agencies as technically qualified in e-tender.

	Signature	with	date	&	seal	of '	the
Proprietor/P	artner/Dire	ector	/C.E.	Ο.	/Sec	ret	ary

Place: Date:

N.B.: Copies of all credentials (work orders/agreements, completion certificate etc.) as mentioned above must be uploaded in 'Envelope-I' (Technical Bid), failing which, the Technical Bid is liable to be rejected.

#### Annexure - VI

## INFORMATION IN RESPECT OF THE BIDDER FOR ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEMAT SCIENCE CITY, KOLKATA

## DETAILS OF INFORMATION OF THE TENDERER/BIDDER (All information should be given in the following format with complete details)

1.	Name of the Tenderer/Bidder	
2.	Permanent/Registered Office Full Postal Address	
3.	(a) Local Office (in & around of Science City, Kolkata) Full Postal Address of the Tenderer/Bidder	
	(b)Whether the Local Office is located in and around of the place where Science City is located? (YES / NO)	
	(c) If YES, please enclose documentary evidence like recent Telephone Bill, Electricity Bill, Rent agreement (if any)	
4.	Telephone No./Email Office Residence Mobile No. (to be available 24 hours) E-mail ID Website	
5.	State whether Proprietorship/Partnership/Company/Co.op. Society / Society/ JV/Consortium	
6.	Name and address of Owner(s)/Partner(s)/ Director(s)/Secretary/Authorised Signatory (in case of JV/ Consortium)	
7.	State whether Registered under various Statutory Acts (if yes, furnish all the registration numbers and also enclose photocopies of valid registered certificates)  a) Shops & Establishment Act Regn. No.	
	<ul><li>b) GST Registration No.</li><li>c) Provident Fund Registration No.</li><li>d) ESI Registration No.</li></ul>	
	e) Trade License No. with validity f)Valid License to engage in the business of OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM in the city of Kolkata, West Bengal	
	g) Permanent Account No. (PAN) h) TIN Registration Number	
	i) Professional Tax Registration No. j) Labour License under the Contract Labour Act, 1970	
	h) Fire Fighting Licence No.	_
8.	Registration under MSME/NSIC	
9.	No. of employees in the Office	

10.	No. of employees employed at various sites for ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM	
11.	a) Details of turnover in last three years	
	(enclose copies of audited Balance Sheets for	
	last 3 years)	
	b) Bank Solvency Certificate	
	(enclose copy of valid Certificate)	
12.	Enclose copies of Income-Tax returns filed	
	for the last 3 years	
13.	Whether your contract has been terminated	
	during the past 3 (Three) years on account of	
	violation of tender terms of any organisation	
	you served?	
14.	Whether you have withdrawn your service	
	voluntarily from any organisation, before	
	completing the tenure? If yes, please specify	
	the reason	
Note	: Separate Sheet may be used wherever require	d with signature & seal

Certified that the information furnished above are true to the best of my/our knowledge. It is hereby declared that I/we abide by the decision of Science City, Kolkata for registration and shortlisting of agencies as technically qualified in etender.

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

Place: Date:

N.B.: Copies of all credentials as above must be uploaded in 'Cover - I' (Technical Bid), failing which, the Technical Bid is liable to be rejected

#### **Annexure-VII**

#### Scope of work

(This is only a tentative work schedule for general idea/reference)

Working hours for Operation & Maintenance of Fire Fighting System/equipment will be round the clock, seven days a week, 365 days (366 days for leap year) a year including Sundays, Festivals, National Holidays/Holidays. Adequate number of personnel as per tender document shall be deployed by the agency in suitable shift duties. The personnel deployed by the agency should be duly qualified and trained having requisite experience of Fire Safety Systems/ Equipment and the safety standards of assembly buildings. must have undergone training in installing and maintaining the fire safety devices such as addressable Fire Alarm Panel, Smoke /heat Detector, and Manual Call Point etc. as well as in rectifying and maintenance procedures of the fire pumps, jockey pumps and sprinkler systems etc. The deployed persons should have clear understanding of fire fighting systems, equipment and evacuation procedure.

The agency will provide day to day operations, minor repairs and maintenance of the entire systems/equipment and ensure smooth, trouble free disruption free functioning of all the systems as well as the systems/equipment installed during tenure of the contract. All the routine, preventive maintenance, breakdown maintenance, repair, replacements of minor parts etc. are included in the Scope of Work. All spares/ consumables etc. must be of standard make and conforming to ISI/BIS specifications. Further services of firemen and related services should be in accordance with the WBF&ES requirements for assembly building.

#### Details of equipment in respect of fire-fighting system at Science City, Kolkata

Sl.No.		Equipment/System Description	Quantity
	•	Portable Fire Extinguishers	
(i)	2.0	Kg CO <sub>2</sub>	62
(ii)	4.5	Kg CO <sub>2</sub>	19
(iii)	6.8	Kg CO <sub>2</sub>	77
(iv)	5.0	Kg ABC Powder	31
(v)	6.0	Kg ABC Powder	68
(vi)	2.0	Kg ABC Powder	06
(vii)	9.0	Litters CO <sub>2</sub> Water Type	10
(viii)	2.0	Kg Clean Agent (HFC236fa)	24
(ix)	5.0	Kg CO <sub>2</sub>	05
(x)	4.0	Kg ABC Powder	12
(xi)	5.0	Kg ABC Type Automatic Modular	15
(xii)	50	Ltr AFFF Foam	03

	Integrated Fire Alarm Panel System						
(:)	Addressable Fire Alarm Panel with smale / heat / multi detectors						
(i)	& MC	P with Hooter at Gate Complex	01				
(ii)	& MC	essable Fire Alarm Panel with smoke/ heat / multi detectors P with Hooter at Space Theatre and Dynamotion Hall	01				
(iii)	With Hooter at Science Exploration Hair						
(iv)	& MC	essable Fire Alarm Panel with smoke/ heat / multi detectors P with Hooter at Main Auditorium and Mini Theatre	01				
(v)	Addre & MC	essable Fire Alarm Panel with smoke/ heat / multi detectors P with Hooter at Seminar Hall	01				
(vi)	Addre: detect	ssable Fire Alarm Panel with smoke/ heat / multi ors & MCP with Hooter at Maritime Centre	01				
(vii)	Addre & MC	ssable Fire Alarm Panel with smoke/ heat / multi detectors P with Hooter at Earth Exploration Hall	01				
(viii)	Addre	ssable Fire Alarm Repeater Panel at Security Office	01				
(ix)	Addre	ssable Fire Alarm Repeater Panel at New Fire Pump Room	01				
(x) Conventional Fire Alarm Panel at Science Exploration Hall and Seminar Hall							
		Automatic Sprinkler System					
	(i)	Science Exploration Hall					
	(ii)	Space Theatre					
(	iii)	Dynamotion Hall					
(	(iv)	Seminar Hall					
	(v)	Main and Mini Auditorium					
(	(vi)	Earth Exploration Hall					
(1	(vii) Water Curtain Nozzle system at stage of Main & Mini Auditorium						
Fire-Main System							
	(i)	Fire Hydrant	106				
	(ii)	Hose Reel Hose	37				
(	iii)	Fire Delivery Hose	212				
(	iv)	Water Monitor	04				
	(v)	Fire Brigade Inlet Valve	12				

Details of Fire Pumps functioning atautomatic mode at Science City

S1.No.	Pump Description	Make	Capacity	Quantity
(i)	Motor Driven Main Fire Pump	Kirlosker	150 HP	2
(ii)	Diesel Engine Pump	Kirlosker	150 HP	1
(iii)	Jockey Fire Pump	Kirlosker	10 HP	1
(iv)	Terrace Fire pump (at Science Exploration Hall)	Kirlosker	05 KW and 6.75 HP	2 (01 Each)

only. Note: The above list of equipment is indicative equipment/device/wiring/panel etc. which is/are not indicated in the above list, but forms part of the overall system, shall be deemed to be included in the Scope of Work. Apart from it, Science City is presently undergoing the process of major up-gradation of Fire-fighting System/Equipment as well as the underground fire main system. The system/equipment installed/replaced during this process shall be maintained by the agency of this tender. The agency shall inspect the building/premises thoroughly, before quoting for the service. The agency should physically inspect the entire systems that are to be covered under contract and also to make an assessment of the average consumption of consumables/minor spares etc., before quoting their rates.

The agency shall maintain good liaison with local Fire station, disaster management authority concerned as well as WBF&ES HQ for any fire & emergency or unforeseen situation related assistance from them.

In case of any fire and emergency situation, manmade / natural disaster situation at Science City campus, the entire responsibility for fire fighting and rescue of persons with the help of security guards starting with informing fire brigade in consultation with the authorities of the Science City will lie with the Agency.

The agency shall ensure/impart training/conduct mock drill with their personnel deployed in connection with this contract, on issues such as Fire fighting drill, fire evacuation drill, Operation of modern fire detection system / fire safety gadgets Disaster management, periodical outdoor/ Institutional training and such other fire prevention measures as are essentially required in a public place like Science City. A schedule for such training shall be submitted each month to the Science City by the agency and shall be strictly implemented in the presence of Science City Authorities. A logbook of such training imparted along with names of personnel shall be maintained and shall be made available for inspection by Science City authorities as and when demanded-

# List of tools to be maintained at site

The Contractor shall keep the following tools/instruments (minimum requirement)at site for maintenance of the installation at no extra cost:

•	Spanners sets	10 sets (different size)
•	Adjustablewrench12"&18"	02 Nos.
•	Screw Driver sets	03 sets (different size)
•	Pliers	03 sets
•	Pullers	03 Nos.
•	Hammer2/4/8lbs	03 Nos.
•	Pipewrench12"&18"	02 sets
•	Portable Drill	01No
•	Digital Multimeter	01No
•	Electrical Testers	01No
•	Ladder12 Ft.	01No
•	Torch Heavy duty	03 Nos.
•	Hack saw with blade (Metallic)	01No
•	Rachet Set	01 set
•	Allen Key Set	01 No
•	Mini Precision Screw Driver Se	t01 No

- i) The agency shall arrange to bring at site any other tools/tackles, special tool/tackle, welding machine, Gas Cutter etc. as and when required.
- ii). All instruments/tools and tackles shall be in good condition. All instruments shall be calibrated and calibration certificates shall have to be produced on demand.

# **Documents to be maintained**

The Contractor will be required to maintain the following documents:

- a) Logbook(s) of daily events including water pressure logs
- b) Fire incident report as per format
- c) Daily break down maintenance/status reports
- d) Planning and scheduling of Preventive Maintenance
- e) Fire drill register
- f) DG, Hydrant/Hose reel, Battery status register
- g) Attendance sheets

FormatsforabovereportsshallbefinalisedinconsultationwiththeSecurity&Main tenance Officer

Routine Preventive Maintenance Schedule: The agency shall prepare a Preventive Maintenance Schedule of all the systems in compliance with the manufacturers' recommendations and consultation with Security & Maintenance Officer. Brief schedule may be modified to improve further. The Contractor shall also maintain Fire Fighting system history card giving full details of equipment and frequency of check and overhaul. The agency should follow and carry out maintenance schedule briefed below in order to keep the system healthy for operation along with their connected equipment and accessories round the clock.

**Regular Maintenance**: The agency shall ensure Fire-Main System works within the specified limits (as per fire standard) at all the times with requisite water pressure. The agency shall carry out regular maintenance of Pumps, Motors, Sprinklers and other equipment and connected accessories and monitor all Fire Fighting and pressure parameters. All the valves & fittings to be checked at regular intervals. Attending to general complaints related to fire fighting system and replacement of unserviceable items.

# Daily Operation & Routine Check-Up:

- Operating and keeping all equipment, accessories, safety/protection devices etc in healthy condition at all times including cleaning on daily basis
- 2) Testing/calibration of various mounted meters
- 3) Attending to breakdowns, failures, faults in the equipment/system, replacement/repair etc and restoration of operation within the shortest possible time.
- 4) Repair of faulty spares/items as required
- 5) Procurement of spares in time so that operation and maintenance is not held-up for want of spares
- 6) Procurement of consumables in time so that operation and maintenance is not held- up for want of consumables
- 7) Preventive Maintenance of equipment including planning, drawingup PM Schedules etc. This would include all checks/works, servicing/overhauling as per manufactures' manuals.

- 8) Co-ordination with other agencies operates at site, statutory authorities etc. for carrying out the work including arrangement for shut-downs etc.
- 9) Maintaining daily logbook of events, complaint registers/files, spares consumption registers/files etc.
- 10) Checking vibration / over-heating of pumps and motors.
- 11) Checking fire hydrant accessories located in different locations and floors and rectify as required
- 12) Checking the exposed pipe-network with all accessories for any leakage
- 13) Routine maintenance of all Fire Fighting control systems including keeping them clean and in operative condition
- 14) Checking for over-heating / abnormalities of bearings, terminals connection, cables of all motors, starters, panels etc.
- 15) Checking battery voltage for diesel engine and control panels
- 16) Checking and replacement of defective parts like relays, fuses, single-phase preventers, indicating lights, switches, burnt wires etc.
- 17) Checking water level, specific gravity of batteries for Diesel Engine and refilling water, charging of batteries as and when required.
- 18) Checking of fire tracer tube in electrical panels
- 19) Checking operation of smoke / heat detectors through the test buttons by creating artificial heat / smoke in one place
- 20) Checking foot valves installed in tanks for proper functioning
- 21) Checking of all Safety Control, operation and also set points of all controls
- 22) Checking and cleaning of contact points of starters
- 23) Overhauling of pumps, motors, starters and other equipment
- 24) Any other work required for efficient O&M of the Systems not mentioned above or as directed by the competent authority (Science City)
- 25) It shall be entirely the responsibility of the Agency engaged to keep all the equipment/extinguishers in working condition and to operate during any fire hazards.
- 26) Testing and running of all pumps
- 27) Any other related work as assigned from time to time.
- 28) Fire drill to be conducted thrice in a month and as per direction of competent authority.
- 29) Free replacement of small spares viz. gasket-packing rubber/neoprene seating of hydrant valve/Gate valve pumps water of batteries, minor electronic components of the control panel, battery charging panel and zonal fire detection panels at different locations.
- 30) Checking diesel/mobil level in Diesel Engine and bringing to the notice of Science City authorities for refilling of diesel/mobil as and when necessary.
- 31) Ensuring positive suction condition for instant starting of pump sets.
- 32) Checking of relays/contacts etc. in electrical panels, control panels and battery charger.
- 33) Checking the water curtain nozzle system in Main Auditorium.

- 34) Fulfilling all the requirements of local fire fighting authorities and arranging for periodical checking of the system as and when required and arranging for obtaining / renewal of fire NOC as and when required.
- 35) Technically competent service shall be required for 24 hours every day including Sunday and holidays.
- 36) The service personnel shall attend to fire fighting on all occasions.
- 37) A specified number of Security guards employed by Science City shall have to be trained by the Agency engaged in handling the extinguishers/equipment etc. as and when required.
- 38) Checking of all exposed pipelines, gate valves, fire hydrants, fire nozzles etc. that form part of the fire fighting system and yearly painting of all equipment and related accessories after scraping of all rust, old coat of paint. The work shall include one coat of zinc chromate primer and two coats of first grade synthetic enamel paint of ICI/Berger/Asian make only, including supply of all required materials, tools & labour.

**Monthly Maintenance**: The agency shall carry out thorough internal checking/ cleaning of Panels, Pumps, Alarms, Valves & NRV's etc. and confirming the proper functioning of the system. To check motors mounting bolts for proper tightness. Check motor & pumps for alignment and rectify them in case of misalignment. Repair pump gaskets and valve gland packing, gaskets, etc., as required. lubricate and grease motors/ pumps bearings as and when required. Replace tyre-coupling of pump sets in case of its break down or as and when required.

**Quarterly Maintenance**: The agency should carry out servicing of Pumps, Panels, Fire Alarm Panels, Valves, NRV's etc. and other parameter checks as required for the electrical installations like electrical Panel & Motors and other electrical installations. The agency should maintain proper records of tests. Oiling/ greasing of motors, etc. Testing and draining out of the system.

While conducting daily/monthly/quarterly maintenance of fire pumps, valves, pressure gauges and fire equipment, the Fire Officer shall endorse the maintenance report that the maintenance work has been concluded satisfactorily in his supervision.

The agency shall also supply and maintain Electric Arc Welding Machine, sufficient stock of electrodes and safety equipment for the Welder as and when required during the tenure of the Contract.

Monitoring of addressable Fire Alarm Panel and related accessories such as Smoke/heat detectors, MCPs, Hooters etc. at the Science Exploration hall shall be the responsibility of the Fire Staff, however maintenance of this system including system software and programming shall be the responsibility of the maintenance service provider. Fire Staff will check Smoke/heat detectors on weekly basis in such a manner so that each detector is checked at-least once in quarter.

The agency should report defects, if any, in fire fighting system, connected equipment, accessories immediately to the Science City authority.

The agency will organize necessary training to the staff deputed in Science City and organize the evacuation drill, basics of fire fighting etc. in co-ordination with WBF&ES as & when directed by Science City.

The agency shall assist Science City in maintaining liaison with West Bengal Fire Services Department or any statutory body from time to time.

The agency shall ensure that in emergency cases the reported fault/support request is to be attended promptly and in any case within six hours from the reporting time and rectification thereof and defects/faults of general or not of serious nature have to be ensured within 48 hours of the reporting and until such period standby equipment shall be provided by the agency on immediate basis to ensure smooth functioning of the system/equipment.

Annual cleaning of the all fire water storage tank (One Lakh Litres capacity) including 05 overhead storage tank (each 5000 litres) at Science Exploration Hall is covered in this contract for which no extra payment shall be made.

If the up-gradation of the fire fighting systems and equipment or part thereof is undertaken by any other/external agency, the agency shall be responsible for monitoring/supervising the work and maintenance of the same after completion. The agency shall extend full co-operation to the Consultant/Vendor executing such works.

Shut Downs: No routine shut down shall be permitted during visiting hours. The agency shall be at liberty to carry out maintenance after visiting hours but with prior permission of Science City.

# Details about the Science City, Kolkata

Science City, Kolkata, is built on a plot of 45 acres land. It has three parts – (i) Science Centre, (ii) Convention Centre (iii) Service areas and other open areas including car parking.

# **About Science Centre part of Science City**

Science Centre part of Science City consists of – (i) Ticket Plaza, (ii) Food Plaza, (iii) Science Park & Butterfly Garden, (iv) Dynamotion building, (v) Space Odyssey, (vi) Science Exploration Hall, (vii) Maritime Centre, (viii) Nature Trail, (ix) Picnic Garden (x) Earth Exploration Hall.

Science Centre remains open for visitors from 10.00 a.m. to 7.00 p.m. for all days in a year except Holi. The above schedule is subject to change based on visitor's footfall

# **About Convention Centre**

Convention Centre Complex consists of – (i) Main Auditorium, (ii) Mini Auditorium, (iii) Seminar Halls, (iv) Entry Plaza, (v) Outdoor exhibition ground. The Convention Centre is having a total covered area of 15,000 Sq. mtr. It has an open plaza in front of the Convention Centre. The Auditoria and Seminar halls consists of galleries, make-up rooms, VIP rooms, projection and lighting control rooms, toilet blocks, foyers etc. Basement of the Main Auditorium has AC plant room, electrical control room, VIP dining hall etc. Costly equipment, instruments, installations, furniture & fixtures have been kept all over the Auditoria and Seminar halls. Fairs of big gatherings like Mega Trade Fair, Doctors conference etc. are being organized in the outdoor exhibition ground of approx. 2.75 lakh square feet area.

The Main Auditorium, Mini Auditorium and Seminar halls are used by the outsiders for holding conference, seminars, meetings, conventions, performing arts etc. Except for daily cleaning and maintenance work, the Auditoria and Halls etc., remain closed unless they are used by the outsiders for the said purpose.

More than 15.50 Lakh people annually visit Science Centre area. The visitors' inflow varies from day to day and month to month. On some public holidays the daily footfall exceeds 35,000 mark. The occupancy of the Convention Centre varies from month to month. About 7.00 Lakh people per year come to Convention Centre for attending seminars, meetings, conventions, functions, performing arts, exhibitions, etc.

### Annexure-VIII

# NUMBER OF PERSONNEL TO BE DEPLOYED FOR THE ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM SERVICES AT SCIENCE CITY,J.B.S. HALDANE AVENUE, KOLKATA

<u>S1.</u> <u>No</u>	Category of Deployment	Name of the Building / Area	No of Manpower per day
1	Highly Skilled	Fire Supervisor (General shift 10.30 AM- 7 PM), however shall be willing to work in any shift as per requirement and on Sunday / Holidays	01
2		Pump Room (Morning, Evening & Night shift)	03
3	Skilled	Science Centre / Convention Centre (Morning & Evening Shift)	02
		Total Nos.	06

### **CLASSIFICATION OF CATEGORIES OF SERVICE PROVIDERS**

# 1 Highly Skilled:

Highly skilled work employees are one who does the work which involves skill or competence of extra ordinary job and possess supervisory ability. He should be in possession of Diploma in Fire & Safety Management with proper training in fire fighting system and Disaster Management techniques in order to provide technical knowhow for operation of the contract. The Supervisor shall be having minimum 05 years' experience in the similar field, out of which minimum 03 years' experience in an assembly building/ Amusement park equipped with latest intelligent fire fighting system/equipment. Skilled work employees are one who does the work independently and efficiently and turning out accurate working. He must capable of reading and working on simple drawing circuits and process, if necessary. He should be with adequate exposure and training in fire fighting system and able to detect the technical snags and have acumen for operation and maintenance of fire fighting system of upgraded version. The skilled personnel should have the basic matriculation with short term training in fire fighting system and disaster management / Civil Defence from the institute like West Bengal fire Service institute / Department of Civil Defence etc. with adequate experience in operation of fire fighting system in big installations / institutions and to handle the system efficiently & effectively.

# 2 Skilled:

**NB:** The person(s) found incompetent, inexperienced, 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.

# Annexure- IX

# DEPARTMENTAL ESTIMATE FOR DEPLOYMENT OF MANPOWER FOR ANNUAL OPERTION AND MAAINTENANCE OF FIRE FITHTING SYSTEM AT SCIENCE CITY, KOLAKTA (As per CLC order No.: F.No. 1/8(3)/2023-LS-II dated 26/09/2023)

S1.	S1. Items Charges per month		per month
	rges for deployment of personnel :-	Rate per person	Total amount,
н, спа	Hgh-Skilled Personnel- Daily deployment-01No.	for 26 days (In Rs.)	including reliever (In Rs.)
	<b>a.</b> Minimum wages @Rs.992/- (Rs.693/- +Rs.299/-) for 26 mandays = Rs.25,792/- and Minimum wages for weekly offs (4.4 days) = Rs.4,364.80	25,792.00	30,156.80
	<b>b.</b> P.F. @ 13.00% (subject to ceiling of Rs.15000/-as employer's contribution)for 26 days = Rs.1,950/-and for 4.4 mandays = Rs.567.42	1,950.00	2,517.42
1)	<b>c.</b> E.S.I.@ 3.25% on Minimum Wage (wage ceiling of Rs.21,000/-)		
	<b>d.</b> Bonus 8.33% on Minimum Wages (Maximum eligible wage limit Rs.21,000/-)		
	<b>e</b> . Leave Salary @ 1.5 days per month of (a) above	1,488.00	1,488.00
	<b>f.</b> Overtime charges for 3 national holidays per annum (Minimum Wages X 3 / 12)	248.00	248.00
	g. TOTAL (a to f)	29,478.00	34,410.22
	Skilled Personnel - Daily deployment - 05 Nos.	Rate per person for 26 days (In Rs.)	Total amount for 06 persons, including 01 reliever (In Rs.)
	<b>a.</b> Minimum wages @Rs.915/- (Rs.637/- +Rs.278/-) for 26 mandays= Rs.23,790/-	23,790.00	1,42,740.00
2)	<b>b.</b> P.F. @ 13.00% (subject to ceiling of Rs.15000/-as employer's contribution) for 26 mandays = Rs.1,950/-	1,950.00	11,700.00
2)	<b>c.</b> E.S.I.@ 3.25% on Minimum Wage (wage ceiling of Rs. 21,000/-)		
	<b>d.</b> Bonus 8.33% on Minimum Wages (Maximum eligible wage limit Rs.21,000/-)		
	e. Leave Salary @ 1.5 days per month of (a) above	1,372.50	8,235.00
	<b>f.</b> Overtime charges for 3 national holidays per annum (Minimum Wages X 3 / 12)	228.75	1,372.50
	g. TOTAL (a to f)	27,341.25	1,64,047.50
3)	GRAND TOTAL OF A (R/O)		1,98,458.00
В.	Service charge <b>PER MONTH</b> of the agency comprising of overhead and administrative charges for due performance of the contract as per the specifications stipulated in <b>Clause 19</b> of General Terms & Conditions of e-Tender.	TO BE QUOTED IN THE BOQ SHEET ONLY EQUIVALENT TO minimum 2% of Departmental Estimate i.e. Sl. No. 3 above (rounded off to Rs. 3,969/-) to be quoted in RUPEES {absolute value in Rupees to be quoted and NOT in percentage (%)}]. Bids with Service Charge below 2% of the Departmental Estimate i.e. Rs. 3,969/- shall be considered to be unworkable and shall be rejected.	
C.	GST (@18%) amount on [A(1+2)+B]		
D.	Total Composite service charges including GST (A+B+C)		

### Note:

Minimum wages, PF, ESI, BONUS amount are statutory payments and accordingly the quantum of amount will vary as per the directives issued by Govt. of India from time to time.

# Annexure - X

# CERTIFICATE/UNDERTAKING TO BE SUBMITTED BY THE AGENCY AT THE TIME OF CLAIMING MONTHLY BILL

(to be written on the BACKSIDE of the MONTHLY BILL of the AGENCY or separately on letter head with signature of the authorised signatory along with rubber seal)

1.	payments quoted in the bill for the I the current minimum wages stipu Employment, Government of India a EPF, ESI, P. Tax, Bonus etc. are in respective Acts/Rules. It is further	Month of Year is not less than lated by the Ministry of Labour and and that other mandatory charges, i.e. conformity with the provisions of the agreed that the contract dated pove rates and percentage are not in story law(s).
2.	contribution claimed by us/me on EPF (Ref. No), P. Tax () in respect of the deployed	having deposited the amount of account of ESI (Ref. No), Ref. No
3.	It is further certified that the payments for the previous month has been made onas per the Minimum Wages Act 1948 and disbursed in accordance with the Payment of Wages Act, 1936.	
Total	Monthly Charges, including Taxes (A	s applicable) : Rs
Encl:	As above.	
Date: Place:		Signature of authorized person Full Name:
		Seal:
		Name of the Agency

# Annexure - XI

(Format to be typed on the letter head of the Tenderer/Bidder with rubber seal and duly signed by the authorised signatory)

# Tender's/Bidder's Authorization Certificate

To, The Director, Science City, J.B.S. Haldane Avenue, Kolkata – 700046.
Sir,
I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIT reference No dated He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.
Thanking you,
Verified
Name of the Bidder: - Signature: Authorized Signatory: - Seal of the Organization: -
Date: Place:

# Annexure-XII

(Format to be typed on the LETTER HEAD of the Tenderer/Bidder with rubber seal and to be submitted in Part -I (TECHNICAL ENVELOPE) of the etender document)

# ANNUAL TURNOVER & NET WORTH AS PER THE AUDITED ACCOUNTS TOWARDS THE QUALIFYING EXPERIENCE

S. No.	Financial Year (Last Three Financial Years)	Turnover in Indian Rupees(INR)
1.		
2.		
3.		

(In case of Consortium, the Turnover of only lead partner needs to be mentioned)

S. No.	Financial Year (Last Financial Year)	Net Worth (INR)
1		
1.		

(Signature of Authorised Signatory)

This is to certify that the above information has been examined by us on the basis of relevant documents; books of accounts & other relevant information and the information submitted above is as per record and as per details annexed.

Signature, Address, Seal & Membership No of Chartered Accountant.

# Annexure - XIII

# **Declaration on Registration as MSME**

(Following declaration to be provided by the Vendor on the Company letterhead)

This is to certify that our Firm/Company/Society (Name of the Firm/Company))	ety.
(Address) has registered as MSME. The details of registration are provided below:	

S1	Particulars	Details
1	Vendor Code	
2	Name of the Vendor / Company	
3	Date of incorporation	
4	Udyog Aadhaar Number	
5	GST number	
6	PAN number	
7	Type of Enterprise	Micro / Small / Medium
8	Major activity	
9	Type of Organization	Proprietary / Hindu Undivided Family / Partnership / Co-operative / Private Limited Company / Public Limited Company / Self Help Group /Limited Liability Partnership / Society / Co.op Society/Trust / Non-MSME (not a MSME)
13	Have your investment in plant and machinery crossed the prescribed limits of MSME Act	Yes / No Value (for MSME Only) :
14	Copy of Udyog Aadhaar	(for MSME only) : Yes / No

I / we undertake to keep the National Council of Science Museums (NCSM) / Science City informed if at any point in future, I/we cease to become MSME vendor or change in category as per the extant rules and such disclosures is entirely our responsibility. Until then, the firm/company/society does not hold NCSM as responsible for any issues related to MSME.

Date:	Signature of Authorized Person with	Company Seal
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# <u>Annexure - XIV</u>

# SCIENCE CITY, KOLKATA

# **CHECK LIST ON PREPARATION OF BIDS**

Sl. No.	Particulars	Yes/No	Proof attached, wherever applicable, (Yes/No)
1.	Have you filled in and signed the contract details form?		(100/110)
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 Rs in the Technical Bid?		
4.	Have you taken prints of all the Sections of e-Tender including its <b>Annexures</b> , in the prescribed paper size and signed on all the pages of the tender documents?		
5.	Have you attached with e-tender the proof of having met the required minimum eligibility criteria?		
6.	Legal Valid Entry: Have you attached the attested certificate issued by the Registrar of firms/companies with the e-tender?		
7.	Financial Capacity: Have you attached Audited Balance Sheets with the e-tender?		
8.	Registration with Govt/Statutory Bodies like ESIC, EPF, Labour department, GST, IT Department (PAN), Professional Tax as stated in the e-tender (Have you attached a copy of each of the Registration certificate with the e-tender?		
9.	Registration under MSME		
10.	Valid Fire Fighting Licence No.		
11.	Experience: Have you attached the attested experience certificates issued by the Organizations/Govt. Departments/Corporate Sector for the last five years with the e-tender?		
12.	Have you attached the copy of work order for ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM of last three years?		
13.	Have you attached the copy of satisfactory completion certificate for ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM for a period of one year without any break last three years?		
14.	Have you attached the proof of authorisation to sign on behalf of the bidder in the Technical Bid?		
15.	Have your Technical Bid been prepared and attached as per the requirements of the e-Tender?		
	FINANCIAL BID		
16.	Have you studied carefully the departmental estimate ( <b>Annexure-IX</b> )?		
17.	Have your Financial Bid proposal is duly filed/complied and uploaded		

# Annexure - XV

# AGREEMENT

	The Articles of Agreement made at (place of agreement) this
	And
	M/s, (full address) (hereinafter referred to as the Agency, which expression shall unless repugnant to the context, mean and include their respective heirs, executors, administrators, legal representatives and assigns) ON THE OTHER PART.
	WHEREAS Science City is desirous of getting the visitors' service by way of ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM at Science City and issued an e-Tender/e-NIT bearing No datedwith detailed scope of work, Information & Instructions to bidders and General Terms & Conditions of contract which shall be an integral part of this contract.
	AND WHEREAS the financial bid made by the said Agency in response to the said e-NIT has been accepted as the most competitive and accordingly, a Letter of Intent (which forms part of this agreement) vide Letter of Intent (LoI) No
	NOW THEREFORE, it is hereby agreed and declared by and between the parties hereto as follows:-
1.	The Science City remains open daily fromAM toPM (which may be altered by Science City at its discretion) on all the days in a year (except) and the agency has to provide required uninterrupted service throughout the year. Hence, it is essential to keep adequate reserve manpower for replacing their personnel during their weekly off/leave/absence from duty etc.
2.	The Agency shall ensure that all statutory wages and allied benefits like P.F., ESI, Bonus, 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 Government 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 in the campus of the Science City for the purpose of this contract at any time in the premises of the Science City. In case the minimum wage/wage of any personnel engaged by the Tenderer/Bidder

cross Rs.21,000/- per month, such person is exempted from the purview of the E.S.I Act and no contribution to be paid/reimbursed by Science City. In that case, insurance policy covering the risk under the Employees Compensation Act, 1923 for this/these exempted person/personnel may be taken from

**nationalized insurance companies only** (viz. National Insurance Co. Ltd., Oriental Insurance Co. Ltd., The New India Assurance Co. Ltd., United India Insurance Co. Ltd.) & the premium amount (premium is normally calculated based on age & monthly earning of such person/personnel as per the Employees Compensation Act, 1923) will be reimbursed by the Science City to the Tenderer/Bidder.

If the area of Science City is not covered under the ESI Scheme/Act, the Tenderer/Bidder is required to take an insurance policy as per the Employees Compensation Act, 1923 for the personnel engaged in Science City and premium amount will be reimbursed to the Tenderer/ Bidder after production of the premia receipt(s) of the personnel engaged by them. The premium will be fixed by taking into account the age of the deployed personnel along with their monthly earning as per the Act.

Bonus shall be paid once in a year by the Agency (wherever applicable) and subsequently it will be reimbursed to the Agency against submission of reimbursement claim by the Agency supported with muster roll & remittance to bank account of the personnel of the Agency deployed for execution of this contract authenticating its disbursement.

- 3. The Agency shall indemnify the Science City, Kolkata against all claims which may be made under all and/or any of the Labour Laws of the Land including the **Employees Compensation Act** or any statutory modification thereof or rules there-under or otherwise for in respect any damage of compensation payable in consequence of any accident or injury sustained by any workmen engaged in the performance of the contract. In all cases of personal injury to any workmen employed by the Agency on the works is liable to pay compensation under the **Employees Compensation Act**.
- 4. The Agency shall be responsible for making payment of minimum wage applicable as per Govt. of India or the minimum wages rates prescribed by the local Government/Authorities where the services are to be rendered, whichever is higher. Wages to be paid by the Agency to its employees deployed at the Science City for the purpose of this contract as per the provision of the Payment of Wages Act, 1936.
- 5. The Agency shall submit the proof of having deposited the amount of contributions claimed by them on account of ESI and EPF towards the persons deployed at Science City for the purpose of this contract in their respective names each month while submitting their GST compliant bills for the subsequent month. In order to substantiate the proof of payment, the agency must submit GST challan, ESI challan, EPF challan and copy of salary disbursement document with details of head of payment (wage & allowances) and all deductions (PF, ESI, etc.) of the personnel deployed by them along with their particulars and proof of transfer of wages into the respective bank accounts of the deployed personnel to Science City. In case EPF & ESI payment, one of the following documents shall be provided along with corresponding EPF & ESI challan:
- (a) ECR challan along with scroll of the employees/EPFO TRRN query status with successful payment confirmation generated from official website of EPFO.
- (b) EPF Account statement/any authenticated document received from EPFO showing the entries of the amount credited.
- (c) ECR challan along with scroll of the employees generated from the website of ESI.

In case non-deposit of EPF / ESI by the agency, the amount equal to the share of EPF/ESI in respect of employer and employees shall be withheld and other components of invoice shall be paid in the first instance.

If the agency fails to pay the share of EPF/ESI in respect of employees and employer in the subsequent month then the contract may be terminated by forfeiting the security deposit of the contractor besides debarring the agency for 3 years from participating in the future e-tender process of NCSM & its constituent units.

Copies of the quarterly, half-yearly & annual returns of GST, ESI, EPF and Professional Taxes shall be submitted after its submission to the concerned authorities.

- 6. The Agency shall pay wages to the personnel deployed by them through the respective Bank Account latest by the 7<sup>th</sup> of every month and shall produce copy of the Acquaintance Roll and bank statement every month along with their bill.
- 7. During the period of this contract, the Agency shall provide proper and adequate service as per **Annexure-VII** of e-NIT and perform their duties diligently, honestly and to the entire satisfaction of Science City. The Agency shall constantly keep in touch with the Science City regarding their service and abide by all instructions and directives issued by the authority of Science City in this regard.

The Agency shall give or provide all necessary superintendence during the execution of the work of ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM for proper fulfilling of their obligation under the contract.

- 8. The Agency shall maintain all **relevant registers, documents** in the premises of Science City, as per proper format prescribed under the concerned Acts and/or as required by Science City, which may have to be presented for inspection of the concerned Labour Authorities/Authorities of Science City. The agency shall also put up a notice board displaying the minimum wages applicable at the place of service prescribed by the Government of India or local authorities (whichever is higher) from time to time.
- 9. The Agency shall maintain **complete official records** of disbursement of wages/salary showing specifically details of all deduction such as ESI, EPF, Professional Tax etc. in respect of all the persons deployed in the premises of Science City. The agency shall maintain separate personal files in respect of all its persons, who are engaged for the purpose of this contract. The personal files shall consist of personal details such as name, address, date of birth, residential address (both present and permanent) and all grievances recorded by the person(s) vis-a-vis action taken etc.
- 10. 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 Science City for the purpose of this contract and shall keep Science City indemnified against any liabilities arising out of non-compliance of any of the Acts, Rules or Orders on their part and 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.

- 11. The Agency shall indemnify Science City against all claims which may be made under the Minimum Wages Act, 1948, Abolition of Child Labour Act, 1986, Provident Fund Act, 1952, ESI Act 1948, Payment of Bonus Act 1965, Industrial Dispute Act 1947, Payment of Gratuity Act 1972, Payment of Wages Act,1936 or any statutory modification thereof or Rules there-under or otherwise for in respect of any damage or compensation arising in-consequence of any dispute under these Acts. In case any dispute is lodged against Science City under any Acts stated above, the Agency shall implead himself in the case and counter the matter. If the Agency does not do so and violate the same, it will be treated as violation of the terms of the contract, for which, Science City may unilaterally terminate the agreement without giving any notice and recover the cost/expenses involved in the process including the dues if any from the Agency.
- 12. The Agency shall ensure that the personnel deployed by him at Science City for executing the works under this contract must adhere and follow all the safety norms. For any violation / contravention on safety aspects, liquidated damage to the extent Science City suffer loss will be recovered from the Bills or / and the Security money besides the lawful action to be taken against the Agency.
- 13. The Agency shall ensure placing the agreed number of manpower for the purpose of ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM at the Science City. In case of absence of personnel deployed by the Agency for any reason, required number of substitutes to be provided by the Agency, failing which Science City shall be at liberty to utilize such services from other available sources and such expenses that will be incurred shall be borne by the Agency. Science City shall be entitled to recover such expenditure by deduction from the payments due to the Agency including the Security Money.
- 14. The personnel deployed by the agency for carrying out the work under the contract shall not claim, in any way, that they are the employees of Science City.
- 15. The Agency shall not deploy any unfit person (or person having any contagious disease) or persons below the age of **18 years** and above **60 years** of age for performing the job of ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM in Science City. In this regard, agency shall submit annual return to Science City authority in respect of age/date of birth and medical fitness of their deployed personnel. The person(s) found medically unfit / physically deteriorated at any point of time will not be allowed to perform duties and the agency will be responsible to replace such person(s) within 24 hours.
- 16. The Agency shall deploy only those personnel who have cleared **police verification** at the time of their deployment. In case any deployment is made in very short notice due to exigency, their police verification must be submitted within **30 days**. The agency shall also make periodical police verification of the particulars of their personnel deployed at their own cost. The agency shall 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 Science City. They shall always wear the identity card while inside the premises of Science City on duty. They shall also abide all the protocols/instructions issued by Science City for safe, healthy and proper behaviour at the work place.

- 17. The Agency shall be liable to comply with the directions of Science City, to replace any personnel deployed by them within 24 hours of receipt of such direction & ensure proper and adequate services. The Agency shall take consent of Science City in case they prefer to replace/remove any personnel deployed by them with reasonable justification.
- 18. All the deployed personnel at Science City shall be in proper uniform and should be neat and clean while on duty. The agency shall, at their cost, supply Fire Fighting tools, uniform (preferably Red T shirt and black /Navy blue trouser including safety shoes, shocks, belt, badges, name tally, raincoats & woollen clothing), other accessories as well as stationery required for carrying out the work of ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM and take necessary/appropriate insurance to cover the risks, damages or injuries etc. as mentioned in Clause 24 of the General Terms & Conditions. The Agency should include expenses for above mentioned items in the service charges to be quoted by them in the Financial Bid.
- 19. 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 Science City by personnel engaged by the Agency.
- 20. The Science City shall have no responsibility for providing living accommodation to the personnel deployed by the Agency.
- 21. The scope of services shall be as given in the Annexure-VII and the amendments carried out from time to time as per the requirement of Science City. Any extra/additional deployment of manpower arising out of special programmes or exigencies and beyond the scope of this agreement shall be negotiated separately by a duly constituted committee of Science City. The Agency shall provide the necessary extra manpower corresponding to the requirement of services immediately for which advance intimation would be given by Science City. Science City also reserves the right to reduce the deployment of personnel to any extent in exigency situations. Any such augmentation or reduction of manpower as per the requirement of Science City from time to time, should be followed scrupulously by the agency. However, in such case, the monthly lumpsum composite charges shall be paid to the agency based on the wages & statutory obligations of actually deployed personnel keeping the Service Charges (overhead & administrative charges) of the agency unchanged/shall not be revised.
- 22. Science City shall accept no liability explicit or implicit for, nor any financial or other consequences arising from, sickness, injury, damages, partial or full disability or death of the personnel of the agency deployed in Science City as per the contract or any person(s) performing any work on their behalf under the present contract, including the time spent in travel for performing the duty under the present contract nor for any damages which may arise by reason of the neglect or default of any of them.
- 23. The agency shall, at their expense, take appropriate insurance to cover all risks, damages or injuries, including related claims, which might occur to any person, including a third party, or to any property, including equipment, papers and documents, and arising out of, or connected with the staff member's performance under the present contract.

- 24. The personnel deployed by the agency at Science City shall not accept any gratification or reward in any shape.
- 25. All personnel deployed by the agency in Science City will work in close cooperation and co-ordination with other agencies working at Science City.
- 26. All personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the staff/visitors and should project an image of utmost discipline. Science City shall have right to have any person replaced in case of staffs'/visitors' complaints or as decided by authorized representative of Science City if the person is not performing the job satisfactory or otherwise. The Agency shall have to arrange the suitable replacement in all such cases within 24 hours of such incidents.
- 27. If at any later date, it is found that the documents and certificates **submitted by the agency are forged or have been manipulated**, the work order issued to the agency shall be cancelled and Security money deposited with Science City shall be forfeited without any claim whatsoever on Science City and the agency is liable for action as appropriate under the extant laws. Moreover, the agency shall be blacklisted from participating in tenders of NCSM and its units.
- 28. The agency shall not sub-contract or sub-let, transfer or assigns the contract or any other part thereof to any person/agency.
- 29. The agency shall be responsible to maintain adequate hygiene & cleanliness while providing the service of ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM and shall strictly adhere to the Standard Operating Procedures (SOPs) & Guidelines issued by the Government from time to time for preventing spread of contagious diseases/epidemic/pandemic such as wearing of masks, hand gloves etc. and the cost of which shall be borne by the agency.
- 30. **A senior level representative** of the agency shall visit the Science City premises at least once-a-week and review the service performance of its personnel. During the weekly visit, the agency's representative will also meet the Officer-in-Charge of the Science City dealing with service under the contract for mutual feedback regarding the work performed by their personnel and removal of deficiencies, if any, observed in their working.

# 31. **SECURITY DEPOSIT:**

The guidelines issued by the Government of India with respect to Security Deposit/Performance Guarantee during the period of pandemic shall be followed.

ii) **The Security Deposit** will be refunded to the successful contractor (without any interest) within two months of the expiry of the contract only on the satisfactory performance of the contract and on fulfilment of all statutory obligations and payments.

## 32. **PAYMENT:** -

- i) The Agency should submit a certificate/undertaking as per **ANNEXURE-X of e-NIT** every month preferably on the reverse of the bill or separately on letterhead of the agency. In case the certificate / undertaking of compliance of statutory regulations is not submitted, the particular month's bill shall not be processed by Science City. For persistent breach of such acts, as stipulated above, the contract will be terminated forthwith along with forfeiture of Security Deposit followed by blacklisting of the agency in NCSM and its units.
- ii) The payment composite service charges of the agency 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 Science City, Kolkata. In case of the Agency's failure to provide requisite services on particular day/days, proportionate deduction as decided by the competent authority of Science City, shall be made from the monthly bill. TDS as applicable will be deducted from the monthly bill.
- iii) The Science City, Kolkata shall reimburse the amount of GST paid by the Agency to the authorities on account of services rendered by them to Science City. The reimbursement shall be admissible on production of proof of deposit i.e. copy of challans (GSTR-1 & GSTR-3) by the Agency. **GST is levied on Basic Rate and Overhead & administrative charges as detailed in Annexure-IX**
- iv) TDS on the bills 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 Science City within the prescribed stipulated time.
- v) If, as a result of post payment audit, any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the e-tender, it shall be recovered by Science City from the amounts payable to the agency.
- vi) Science City shall pay to the Agency nothing more than the amount as may be due under the contract terms.

# PENALTY: -

33. (a) For non-performance of the agency in any particular month, wholly or partly, or in the event of any deficiency in ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM rendered by the agency, any time during the currency of the contract, Science City shall impose penalty as finalised by the duly constituted committee which shall be recovered from the monthly bill(s) of the agency. The decision of Science City shall be final and binding on the agency.

(b) In case of non-payment/partial payment of wages to the personnel deployed by the agency within the time frame as per Clause 7 of e-NIT of the General Terms and Conditions of e-NIT, a caution notice may be issued to the agency. A PENALTY of 0.25% of the contract value subject to a maximum Rs. 5,000/- per day may be deducted from the monthly bill of the agency with the approval of competent authority, if disbursement of payment not done within 10<sup>th</sup> day of the month. For persistent breach or unsatisfactory services as stipulated in the terms and conditions, the contract will be terminated forthwith along with forfeiture of Security Deposit followed by blacklisting of the agency.

### 34. TENURE AND VALIDITY: -

- i) 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 Science City 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 from time to time, shall only be considered for revision.
- ii) As per **ANNEXURE-XVI**, in case it is found that Owner or any of his/her employees are involved in illegal, immoral & corrupt practice after award of the Contract, Science City has full right to cancel the contract with or without reason assigning reasons.
- iii) The contract can be terminated by Science City at any time without notice in the event of gross security risk or gross damage to Science City property due to Agency's failure or persistent failures of the Agency in providing satisfactory services to Science City and/or to comply with the provision of minimum wages and statuary obligations. The decision of Science City in this regard shall be final and binding on the Agency.
- iv) Science city reserves the right to review performance of the Agency during the contract period and in case the performance is not found satisfactory, the contract may be determined/terminated as per the terms & conditions of the e-NIT. The entire contract shall be carried out strictly in accordance with the terms & conditions and Scope of Work stipulated in the e-NIT.
- v) The Agency on completion of the specified term of contract or on termination of the contract shall peacefully vacate the premises of Science City and remove all their persons and materials from the campus after handing over the charge to the new agency.
- vi) For reasons other than those mentioned in the clauses above, the contract can be terminated by either party by providing clear three months' notice in writing.
- 35. **ARBITRATION:** In case of any dispute arising out of this contract between Science City and the Agency, the matter shall be referred 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 Science City 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 or re-enactment thereof and of the rules made there under for the time being in force.

- 36. **COURT JURISDICTION:** All disputes arising out of the tender and this contract shall be subjected to exclusive jurisdiction of the Courts at Kolkata and the writ jurisdiction of Hon'ble High Court at Calcutta.
- 37. **FORCE MAJEURE:**In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire, Flood, pandemic, epidemic, quarantine restriction, natural calamities directly affecting the performance of the Contract, and Acts & Regulations. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other party within 72 hours of the ending of the cause respectively. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts. If deliveries/services are suspended by Force Majeure conditions lasting for more than 2 (two) months, Science City shall have the option of cancelling this contract in whole or part at their discretion without any liability at their part.
- 38. The following documents will be the part of this agreement for all purposes in connection with the execution of this contract for providing services of ANNUAL OPERATION AND MAINTENANCE OF FIRE FIGHTING SYSTEM:
  - (i) E-Tender document along with all **Annexures**.
  - (ii) LOI
  - (iii) Copies of correspondences exchanged/to be exchanged in future between the Agency & Science City.

In witness whereof the parties hereto have set their respective hands the day and the year and the place hereinabove written:

Signed by for and on behalf of Science City:-

In presence of 1)

2)

Signed by for and on behalf of M/s..... (name of the successful bidder)

In presence of 1)

2)

### ANNEXURE-XVI

(FORMAT FOR DECLARATION-CUM-IRREVOCABLE UNDERTAKING TO BE TYPED ON BIDDER'S/TENDERER'S LETTER HEAD AND TO BE SUBMITTED IN PART-I (TECHNICAL ENVELOP) OF THE E-TENDER DOCUMENT)

# DECLARATION-CUM-IRREVOCABLE UNDERTAKING BY THE TENDERER

I/We have fully understood the above General Terms & Conditions of tender as well as the Instructions to the Bidder and other conditions attached with the etender which are returned herewith duly signed by me/us in token of having accepted the same in toto and I/We have quoted the above rates and made my/our offer keeping in view these terms and conditions. I/We fully agree that once I/We have endorsed my/our signatures herein below, all conditions of the tender will be applicable to me/us and it is not revocable under any circumstance.

I/we also hereby specifically undertake that the decision taken by the Tender Evaluation/ Financial Bid Evaluation Committee/Competent Authority is binding on me/us in general and the decision on unworkable tender under Clause No. 25 (b) (iii) in particular.

I/we hereby further undertake that in-case it is found that myself/ourselves or my/our organization or my/our employees are involved in illegal, immoral & corrupt practice, Science City has full right to cancel the contract with or without reason assigning to me/us.

Date:		
	Signature of the Tenderer with	Seal / Rubber Stamp

Place:

Validate

Print

Help

Item Wise BoQ

Tender Inviting Authority: < Director, Science City, Kolkata >

Name of Work: < Operation and Maintenane of Fire Fighting System at Science City, Kolkata >

Contract No: < SCCY-13023/30/Fire Fightihg/2024 >

Name of the	
Bidder/ Biddi	ng
Firm /	
Company:	

#### PRICE SCHEDULE

### (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

					Values on	ly)				
NUMBER#	TEXT #	TEXT #	NUMBER	TEXT #	NUMBER	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
SI. No.	Item Description	Item Code / Make	Quantity	Units	Basic Rate as per Estimated Rate in Annexure - IX (item SI. No. A)	Agency's service charges i.e. overhead & administrative charges as in Annexure-IX (item SI. No. B) In Figures To be entered by the Bidder in Rs. P	GST Amount in INR Rs. P	TOTAL AMOUNT Without Taxes col (9) = (6) + (7) in Rs. P	TOTAL AMOUNT With Taxes  col (10) = (8) + (9) in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	9	10	11
	Operation and Maintenance of Fire Fighting System at Science City, Kolkata									
1.01	Quote the Monthly Service Charges (these shall include Basic Rate, Charges for providing tools & equipment; Administrative and Overhead Charges for Operation and Maintenance of Fire Fighting System at Science City, Kolkata as per the departmental estimate given in Annexure-IX)  Note: The amount to be quoted by the bidders in Col. 7 (Agency's administrative & overhead charges) should not be less than minimum 2% of the Departmental estimate i.e. Rs. 3,969.00. Bids with less amount will be considered unworkable and liable for rejection.	item1	1.00	Job	198458.00		35722.44	198458.00	234180.44	INR Two Lakh Thirty Four Thousand One Hundred & Eighty and Paise Forty Four Only
Total in Figures					'			198458.00	234180.44	INR Two Lakh Thirty Four Thousand One Hundred & Eighty and Paise Forty Four Only
Quoted Rate in V	Quoted Rate in Words  INR Two Lakh Thirty Four Thousand One Hundred & Eighty and Paise Forty Four Only									