



NATIONAL MUSEUM INSTITUTE

OF HISTORY OF ART, CONSERVATION AND MUSEOLOGY

(Deemed to be University, under Ministry of Culture, Govt. of India)

First Floor, National Museum Campus, Janpath, New Delhi-110011

Telephone: 011-23012106, 23062795

F.15(37)/2020-NMI/325

Date: 07/01/2021

SHORT TERM TENDER NOTICE

Sealed Tenders are invited from reputed experienced and financial sound companies/firms/agencies to supply the manpower (as mentioned in Scope of Work) to the NMIHACM at its Campus i.e. A-19, Serctor-62, Noida, UP.

Eligibility Criteria: The eligibility criteria are as follows:

- i. Must be in possession of a valid license issued by the competent authority to supply the manpower (other than the security staff).
- ii. Minimum turnover of Rs.1.00 crore in each of the last 3 financial years (CA certificate in original to be attached)
- iii. Minimum 5 years' experience to supply the Manpower to the Ministries/Autonomous Bodies/Government Governed Academic Institutions/Central or State Universities/Deemed Universities and PSUs. (In support, copies of experience certificate/performance certificates/copy of award/work contract are to be attached).
- iv. The bidders must be having minimum 2 running contract to provide the Manpower to the organization(s) as detailed iii above.
- v. The bidders should not have been black listed by any organization as stipulated in iii above for which declaration through affidavit, duly notarized, is to be submitted on a stamp paper of Rs.100/-.

Note: In case the bidder (s) failed to support their eligibility criteria with the required documents the bid is liable to be rejected.

Tender Fee:

A Tender Fee of Rs.500.00/- (non refundable) is payable in the form of Demand Draft/Bankers Cheque drawn in favour of "National Museum Institute of History of Art, Conservation and Museology" payable at New Delhi. Those who are exempted from the payment of Tender Fee may attached the document accordingly.

Opening of Bids:

Technical Bids shall be open in the National Museum Institute in the presence of such bidders or their authorized representatives having such letter, who may wish to present on dated 19.01.2021 at 11:00 AM.

The competent authority of the National Museum Institute of History of Art, Conservation and Museology reserved the right to accept/reject any or all tenders without assigning any reason thereof.

The duly sealed Technical bids with all the required documents (self-certified) and Annexure-I duly filled may be placed in a single envelop and Financial bid, Annexure-II duly filled in a separate envelop be placed in a main envelop i.e. as per procedure for Two bid system. This main envelop superscribed "**Quotation of providing Manpower to NMI**" should be dropped in the Tender Box placed at office of the Institute, Janpath, New Delhi-110011 by 5:00 PM on 15.01.2021 Tender received after the stipulated date and time or incomplete in any respect, will not be accepted.

Sd/-

(Dr Praduman K. Sharma)

Registrar

SCOPE OF WORK

National Museum Institute of History of Art, Conservation and Museology, A-19, Sector-62, Institutional Area, NOIDA (UP) requires the services of various categories of manpower as given below:-

S.No.	Name	Approx. Nos.	Educational Qualifications and Experience	Approx. Minimum Remuneration
1	Data Entry Operator (DEO)	10	<ul style="list-style-type: none">• Bachelor or equivalent qualification from Recognized Board or University.• Good knowledge of computer applications like MS Excel, PowerPoint and Tally etc.• Minimum 06 Months experience in related field.• Age not exceeding 45 years.	As per Minimum Wage Act.
2	Receptionist	01	<ul style="list-style-type: none">• Bachelor Degree in any discipline from a Recognized Board or University.• Good knowledge of Computer application.• Minimum of 2 years' experience in related field, preferably in educational Institutions.• Age not exceeding 45 years.	As per Minimum Wage Act.
3	Attendant	05	<ul style="list-style-type: none">• 12th standard pass.• Minimum two year work experience.• Age not exceeding 45 years.	As per Minimum Wage Act.
4	Helper/Cleaner	10	<ul style="list-style-type: none">• Should be able to read Hindi.• One year experience of similar job.• Age not exceeding 45 years.	As per Minimum Wage Act.

- 1) **Minimum age:** Not below 18 years in all above categories.
- 2) **Number of persons required:** The number of persons required against each category indicated above may vary as per requirement during the year.
- 3) **Period of contract:** 12 months (effective from the date of award of work).
- 4) **Security consideration:** The persons provided by the agency should not have any crime record/criminal cases against them. The agency should make adequate enquiries about the character and verify antecedents of the persons before the deployment.
- 5) **Period within which the manpower is to be provided:** Within 15 days from the award of work contract & submission of copy of license issued by the competent authority.
- 6) **Wages/Emoluments:** The wages/emoluments (consolidated) would be fixed by NMI, after assessing the candidate's suitability and commensurate to their qualifications and experience, etc., In any case the minimum emoluments shall not be below the minimum wage fixed by Labour Commissioner / competent authority.
- 7) **Selection Process:** The selection of the personnel/manpower would be at the sole discretion of NMI. The successful bidder will send suitable and eligible candidates, who may be subjected to test/interview by the NMI to decide on their fitness/suitability before final recommendation for the deployment.
- 8) **Terms and Conditions:** As per Annexure - I.
 - i. The bidder shall submit following documents with Technical Bid / Annexure - I:
 - a. **EMD of Rs.50,000/-** in shape of DD/Bankers cheque in favour of **National, Museum Institute of History of Art, Conservation and Museology**, payable at New Delhi in separate envelope. The date of DD/Banker cheque should not be prior to the date of tender notice.

- b. Copy of the tender document with each page signed by the bidder for acceptance of the terms and conditions laid down by the **NMI**.
- ii. After selection of the firm the EMD shall be converted into Security Deposit/performance Security. This will not be less than the monthly bill. In case, it is found less, the firm shall be advised to increase the same through Bankers Cheque, failing which award of work will be cancelled.
- iii. The Security Deposit shall be refunded after the expiry of the contract without interest. The Performance Security may also be submitted through irrevocable Bank Guarantee from a Nationalized Bank for the amount to be decided by the NMI.
- iv. The Institute may require the firm to dismiss or remove from the site of work, any person or persons, provided by the firm, who may be incompetent, medically unfit or may not conduct himself/herself properly and firm shall forthwith comply with such requirements.
- v. The firm has to provide Photo Identity Cards to the persons provided by them for carrying out the work at the NMI. These cards are to be constantly displayed while on duty and their loss be reported immediately.
- vi. All services shall be performed by persons qualified and skilled in performing such services.
- vii. The firm shall replace immediately any of its personnel (if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct) upon receiving written notice from the NMI.
- viii. The NMI shall not be liable for any injury, loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the firm deployed at site of work/Institute.
- ix. The firm's personnel working should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote goodwill and enhance the image of this Institute. The firm shall be responsible for any act of indiscipline on the part of persons deployed by it.
- x. The firm's personnel would be entitled to leave as per rules applicable to such deployment.
- xi. The firm's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements/administrative/ organizational matters as all this may be of confidential/secret nature.
- xii. The firm's person shall not claim any benefit/compensation/absorption/regularization of services with the Institute under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted to the NMI by the firm who has been awarded the contract.
- xiii. The person deployed shall not claim any master and servant or employer-employee relationship with this NMI. In other words, it should be made clear to the manpower so deployed by the successful bidder as per the tender, that no employer/worker/ employee/relationship is established between the NMI or the Government of India and workers by virtue of such deployment and no claims for temporary or permanent employment in government service or with NMI shall be entertained from any or group of such workers.
- xiv. The NMI will verify the record of attendance in respect of the persons deployed by the firm on the basis of which wages/remuneration will be decided in respect of the person at the approved and agreed rates. The firm shall be responsible to maintain and keep all records of payment, attendance, leaves, etc. as necessary under law about the deployed manpower and NMI shall not be responsible for the same in any manner.
- xv. The firm shall ensure that the wages to the persons deployed by them is paid by the seventh day of the following month at the agreed rate or wages and other statutory benefits admissible to such personnel as notified by the Government of INDIA from time to time. The payment shall be made by cheque/DD/ECS in the Bank Account of the persons deployed by the firm. The proof of the payment should be submitted to the NMI along with the bill by 10th of next month.

- xvi. No advance payment, in any case, would be made to the firm. The periodicity of payment to the firm shall be monthly. The firm shall submit the monthly bill after the end of a calendar month as per xv above that shall be processed for payment by the NMI.
- xvii. The outsourced persons provided to the NMI shall not be exchanged except under compelling circumstances and after prior consent of the NMI. In this case, the firm shall follow the procedure as already laid down above.
- xviii. In emergent cases such as the person deployed fall sick or is not able to attend the office for the reason beyond his/her control continuously for more than 3 days, the firm shall deploy a suitable substitute. If the contractor fails to deploy the substitute, without prejudice to any other right or remedy available under the law to the NMI on account of breach, pro-rata recovery along with penalty equal to 2% of the monthly charges per day will be recovered from the monthly bill of the firm. The quantum of recovery will be decided by the competent authority in this office which will be final and binding on the firm.
- xix. The firm shall ensure deployment of suitable persons from proper background after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.
- xx. The firm shall ensure proper conduct of these person in office premises, and enforce prohibition of consumption of alcoholic drinks, tobacco, pan, smoking, loitering without work in the premises of the NMI.
- xxi. The transportation, food, medical and other statutory requirements in respect of each personnel of the firm will be the responsibility of the firm.
- xxii. Working hours shall be normally 8 hours per day between 9.30 AM to 6.00 PM excluding half hour lunch break, during working days. However, the concerned person may require to work beyond office hours, if there is any urgency.
- xxiii. The personnel may be called on Sunday and other holidays, if required. They may be paid extra as per the rates approved by the NMI for such extra work.
- xxiv. The firm will provide the required personnel for a shorter period also, in case of an exigency as per the requirement of the NMI.
- xxv. The firm shall provide a substitute if there is any probability of the person leaving the job due to his/her own personal reasons. The firm shall be responsible for contributions towards Provident Fund and ESI wherever applicable.
- xxvi. The firm should be contactable at all times and message sent by e-mail/fax/special messenger from NMI to the firm shall be acknowledged immediately on receipt on the same day.
- xxvii. The National Museum Institute (NMI) reserves the right to get the contractual jobs done from any other party/ person or agency if the firm at any time fails to carry out the said jobs any day, the cost and the expenses incurred for getting the job done on account of such failure on the part of the firm would be deducted from the payment due to the contractor. If the firm fails to provide the services under the contract for 15 days consecutively or otherwise, the agreement shall stand terminated without notice and in such case the firm would be liable to compensate this to NMI for any losses caused to it due to the non-fulfillment of the contractual obligation apart from other legal action against the firm and forfeiture of security deposit.
- xxviii. The successful company/firm/agency will be required to submit duly attested certificates/ supporting documents in support of age; educational and professional qualifications of the staff to be deployed in the NMI.

- xxix. The successful tenderer shall solely be responsible for settling/resolving any disputed claim of his/her personnel during the currency and also later on of the contract. No liability shall accrue to the NMI under any circumstances during the currency of contract or even after expiry of the contract.
- xxx. The contractor shall be responsible for payment of any compensation/ settlement of any liability arising out of any death or injury caused to the persons employed by him for tendering the jobs on contract under the agreement, either under the Workmen Compensation Act or any other Act in force at that time.
- xxxi. Unrealistic quotes i.e. quotes without service charges or low service charges which is lower than the applicable TDS of the billed amount or of minimum wages will be summarily rejected.



TERMS & CONDITIONS

- 1) The firm shall not assign, transfer, pledge or sub contract the performance of services.
- 2) The firm is required to deposit a copy of valid license from the competent licensing authority under the provisions of Contractor Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Rules, 1971 at the time of award of the contract but not 15 days and before the supply of manpower. If the firm is refused a license for any reason whatsoever or fails to obtain the license, the contract shall automatically stand terminated and the office shall be at liberty to recover losses, if any, from the firm including forfeiting of EMD / performance security deposit.
- 3) No bidder will be allowed to withdraw after submission of the bids, otherwise the bid security deposit submitted by the bidding firm would stand forfeited.
- 4) In case the successful bidder declines/backs out the offer of contract for whatsoever reason(s), the bid security deposit will be forfeited.
- 5) Government and other statutory deductions, as applicable, will be deducted from the payments to be made to the firm for the monthly bill of the firm.
- 6) The firm will submit the bill of payment of all statutory liabilities in the first week of the following month along with necessary documentary proof.
- 7) The contract, initially will be for 12 months, provided the requirement of the NMI for the manpower persists at that time or may be curtailed / terminated before 12 months owing to deficiency in service or substandard quality of manpower deployed by the selected Company / Firm / Agency. The contract may be terminated by giving one month written notice by either parties.
- 8) The award of the contract will be subject to fulfillment of the conditions laid down in GFR, 2017 as amended from time to time.
- 9) Any dispute arising out of the contract will be settled within the jurisdiction of Delhi.
- 10) The firms/companies/agencies should have Registered/Branch Office in Delhi/NCR.
- 11) The bidder at all times should indemnify NMI against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Dispute Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and Establishment Act as per latest amendments or any other law relating thereto and rules made there under from time to time. The NMI will not own any responsibility in this regard.
- 12) NMI reserves the right to terminate the contract after giving one month's notice, if the services of the firm are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by NMI from its security deposit or pending bill.
- 13) In case of disputes the matter shall be referred to the appropriate court of law with in jurisdiction of Delhi High Court.
- 14) Service charges indicated for each category of worker will remain fixed during the entire contract period.

Evaluation criteria for Financial Bid

- 1) The firm is required to quote the wages for different categories of manpower. They may indicate the EPF, ESIC, Service Tax, etc. for all the manpower required respectively in the prescribed format of financial bid at Annexure-II. These charges should be in compliance/accordance with the statutory requirements. The service charges of the firm for providing the manpower should be indicated separately in percentage of the rate of payment.
- 2) The financial bids will therefore, be evaluated on the basis of service charges only. The bidder whose total service charge for all categories of manpower/workers for the number of personnel indicated in the scope of work is the lowest in comparison to other bidders, will be declared the lowest bidder and the contract will be considered for the firm.
- 3) In case it is found that different firms have quoted lowest service charges for different categories of employees/workers, the L-1 firm it will be decided on the basis of lowest service charges for all categories of manpower on cumulative basis i.e. total liability towards service charges.
- 4) In case service charges are found similar between two or more bidders, the selection will be based on the number of years of experience for providing the manpower to the Government Academic Institute on the basis of 10 marks per year of experience and higher the marks, higher the eligibility.



PROFORMA OF TECHNICAL BID

(To be placed in a separate sealed cover)

1	Name of Tendering Company/Firm/Agency	
2	Name of Directors /Partners/ Owner	
3	Full particulars of office	
a)	Address	
b)	Telephone No.	
c)	Fax No.	
d)	E-mail address	
4	Full particulars of the banker of company/ firm/agency	
a)	Name of the Bank	
b)	Address of the Bank	
c)	Telephone No.	
d)	Fax No.	
e)	E-mail address	
5	Registration details (copies are to be attached)	
a)	License No. for doing the business	
b)	PAN No.	
c)	GST Registration No.	
d)	EPF Registration No.	
e)	ESI Registration No.	
f)	Declaration as per Proforma	
6	Details of Tender Fee	
a)	Amount (Rs.)	
b)	DD / PO No. and Date	
c)	Drawn on Bank	
d)	Valid up to	
7	Annual Turnover of the Firm for last three years	
	2017-18	
	2018-19	
	2019-20	
8	Details of EMD (Rs.50,000/-) DD / Bankers Cheque No., Date, Drawn on [For EMD of Rs.50,000/- (Rupees fifty thousand only) in the shape of DD / Bankers Cheque in favour of National Museum Institute of History of Art, Conservation and Museology is to be attached. In case exempted, copy of certificate is to be attached.]	

Signature of Owner/Managing Partner/
Director of the Firm

Name:.....

Firm's Seal
Address & Ph. No.

Date:

Place:

FINANCIAL BID

(To be placed in a separate sealed cover)

1. Name of tendering Company/Firm/Agency:

2. Financial Bid :

a) Statutory Liabilities / Taxes / Levies /
Cessas applicable :

Not to be considered for evaluating the Financial Bid

SI.No	Component for Rate	In terms of 0% of the consolidated wages/emoluments as per statutory requirement
i)	Employees Provident Fund	
ii)	Employees State Insurance	
iii)	Any other liability (please indicate)	

b) Service Charges of the firm : (To be considered while evaluating the Financial Bid)

SI.No.	Category of Manpower	Amount (in Rs.) of remuneration payable to each per month	Service Charge in % per month

Signature of Owner/Managing Partner/
Director of the Firm

Name:.....

Firm's Seal

Address & Ph. No.

Date:

Place:

Note: Incomplete bid or columns left blank will render the bid rejected.

DECLARATION

- 1) I, _____, Son/Daughter of Shri _____
_____ Proprietor/Partner/Director/Authorized
Signatory of _____, am competent to sign this declaration and
execute this tender document;

- 2) I have carefully read and understood all the terms and conditions of the
tender and hereby convey my acceptance of the same.

- 3) The information/documents furnished along with the above application are
true and authentic to the best of my knowledge and belief. I am well aware of
the fact that furnishing of any vague/false information/fabricated document
would lead to rejection of my tender at any stage besides liabilities towards
prosecution under appropriate law.

Signature

Name: _____

Firm's Seal Address & Ph. No.

Date :

Place :

N.B.: The above declaration, duly signed and sealed by the authorized signatory of the agency in token of their acceptance, should be enclosed with Technical Bid.