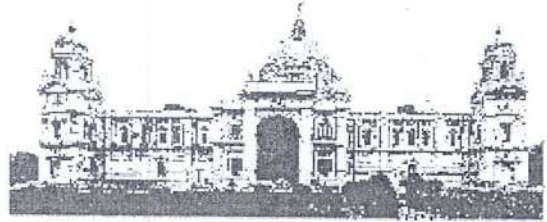




Ministry of Culture  
Government of India



VICTORIA MEMORIAL HALL, KOLKATA

**TENDER DOCUMENT FOR THE WORK OF  
CLEANING AND COMPREHENSIVE  
MAINTENANCE OF TOILETS LOCATED WITHIN  
THE CAMPUS OF THE VICTORIA MEMORIAL  
HALL**

**Victoria Memorial Hall  
1, Queen's Way, Kolkata - 700071**

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## INSTRUCTIONS TO THE TENDERERS/BIDDERS FOR SUBMISSION OF BIDS

<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 hard copies of their bids physically. 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. More information useful for submitting bids may be obtained at: <https://eprocure.gov.in/eprocure/app>

### **REGISTRATION: -**

- 1) Tenderers/bidders are required to enrol on the Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) 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.

- (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 / e-mail 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.

**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)**,
- Name** : **Secretary & Curator**  
**Address** : **Victoria Memorial Hall**  
**1, Queen’s Way**  
**Kolkata – 700071**
- Contact No.** : **033-2223-1890/1891/0953/5142**  
**Website** : **[www.victoriamemorial-cal.org](http://www.victoriamemorial-cal.org)**  
**Email ID** : **[victomem@gmail.com](mailto:victomem@gmail.com)**
- (b) Any queries relating to the process of bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk Ph. **1800-3070-2232**.

**NOTICE INVITING TENDER (NIT)**

***For the work of cleaning and comprehensive maintenance of toilets located within the campus of the Victoria Memorial Hall***

VMNO. 633 /XXI-1/2024

Dated 12.04.24

Victoria Memorial Hall, Kolkata (hereinafter referred to as VMH invites this tender.

**INFORMATION & INSTRUCTIONS TO THE BIDDERS:**

Tenders are hereby invited from reputed and experienced agencies for **the work of cleaning and comprehensive maintenance of toilets located within the campus of the Victoria Memorial Hall** on contract basis on payment of **monthly lump sum composite charges for supply of nine (09) numbers of trained labourers including one supervisor and two/three lady labourers to be deployed as per the departmental estimate as per Govt. of India prescribed rates separately indicating (a) Minimum Wages 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 ..... (date of issue of tender).
- (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.
- (iii) The Tenderer/Bidder must have a valid license to engage in the business of cleaning/housekeeping services at Kolkata (where VMH is situated) issued by the respective State Govt., (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 where VMH is located. 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 VMH 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, VMH 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 Toilet Cleaning & Housekeeping services related jobs 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 certificate from such organisations in support of their claim must be attached as per Annexure-V.
- (vi) **Minimum Average Annual turnover of the firm** should be **Rs.1.50 Crores** during the last 3(three) financial years. [Tenderer shall attach relevant documents (audited 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. providing cleaning/Housekeeping/maintenance Services during last three 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.30 lac (EXCLUDING GST)**

OR

**At least Two Annual Contracts of value 50% of the annual estimated cost i.e. Rs.18 lac (EXCLUDING GST)**

OR

**At least Three Annual Contracts of value 40% of the annual estimated cost i.e. Rs.15 Lac (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 not aggregates of joint venture firms/associates or cartels.
  - 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** providing **Cleaning/Housekeeping/maintenance of toilet Services** only.
1. The place of work shall be the place where VMH is located.
  2. **Important Information & Dates:**

<b>Departmental Estimated annual value of the contract</b>	<b>Rs. 36,00,000.00 (exclusive of GST)</b>
EMD Amount	<b>Rs. 90,000.00</b> i.e. 2.5% of the annual departmental estimated value ( <i>to be rounded off to next Rs. 1000/-</i> )
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 VMH Authority.
Validity of tender	The validity period of the tender shall be at least 06 (Six) months from the date of opening of 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	15.04.24 at 2 p.m.
Bid Document Download Start Date & Time	15.04.24 from 3 p.m.
Pre Bid Meeting Date & Time	22.04.2024 at 2.30 p.m.
Bid Document Download End Date & Time	03.05.2024 at 01 p.m.
Bid submission Start Date & Time	22.04.2024 from 3 p.m.
Bid submission End Date & Time	03.05.2024 at 1 p.m.
Bid Opening (Technical) Date & Time	03.05.2024 at 2.30 p.m.

3. 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 favour of the person who is authorized to enter into commitments on behalf of the Tenderer/Bidder.
4. VMH 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. VMH may, however, recognize such Power of Attorney and changes after obtaining legal advice, the cost of which will be borne by the Tenderer/Bidder.
5. The cancellation of any documents such as Power of Attorney, Partnership Deed etc. should be communicated by the Tenderer/Bidder to VMH in writing well in time, failing which VMH shall have no responsibility or liability for any action taken by it on the strength of the said documents.
6. (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.
7. 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.
8. Tenderer/Bidder or members of a partnership, joint venture or consortium shall upload a copy of PAN Card No. under the Income Tax Act.
9. 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 VMH subsequently finds to the contrary, VMH 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.

10. 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.
11. **All the pages of the 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.
12. **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 providing **Toilet Cleaning & Housekeeping Services** at VMH.
13. As per requirement of VMH, Tenderer/Bidder must be capable and ready to provide adequate number of Toilet Cleaning & Housekeeping personnel.
14. The Toilet Cleaning & Housekeeping personnel deployed by the Tenderer/Bidder should be able to speak, read and write in Bengali & Hindi/English.
15. 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.**
16. The Tenderer/Bidder shall bear all costs associated with the preparation and submission of his/her bid and VMH will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
17. 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.
18. **Information and Instructions for tenderers/bidders, posted on website, shall also form a part of the bid document and agreement.**
19. The bid document consisting of guidelines for Toilet Cleaning & Housekeeping requirement 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/app> **free of cost.**

20. Out of the bid documents submitted by 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 and whose 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.**
21. Those agencies not registered on the website mentioned above, are required to get themselves registered beforehand.
22. The intending tenderer/bidder must have valid Class II or Class III Certificates with signing key usage (DSC) to submit the bid.
23. **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 submit document of the firm for claiming such exemption.** Tenderer/Bidder must submit signed Annexure–XIII, if the bidder is registered under NSIC/MSME.
24. 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) Submit physical Demand Draft / Pay order / Banker's Cheque of any Nationalised/Scheduled Bank issued in favour of Victoria Memorial Hall, Kolkata payable at Kolkata towards **Earnest Money Deposit (EMD) at VMH within the bid submission date and time.**

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

Name of the Account Holder	Victoria Memorial Hall, Kolkata
Account No.	1683104000057512
IFSC Code	IBKL0001683
Bank Name	IDBI BANK LTD
Branch	BHAWANIPORE BRANCH
MICR CODE	700259042

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

**OR**

Certificates issued by NSIC under Single Point Registration Scheme (SPRS) and MSME Registration certificate should be submitted 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 NIT.

- ii) 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
- iii) Signed Tender document (along with addenda/ corrigendum, if any issued to the technical bid document) should be submitted.

Hard copy of NIT endorsing signature and rubber seal of the bidder/tenderer on all pages should be submitted to VMH **on or before the due date of submitting the tender.**

- iv) Copies of documents of Toilet Cleaning & Housekeeping Service EXPERIENCE CERTIFICATES/ CONTRACT EXECUTION 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 NIT.
  - v) Copy of **Declarations** and **Undertaking (as per Annexure-II)** duly signed with and affixing Tenderer's/Bidder's seal. Otherwise, VMH shall reject the bid.
  - vi) **Copies of** 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 Toilet Cleaning & Housekeeping services in the District/State of West Bengal (where VMH is situated) issued by the respective State Govt., Income Tax Returns (for last three years) and audited Balance Sheet and Profit & Loss accounts for last three years.
- b) **FINANCIAL BID ENVELOPE** shall contain:
- (i) Rate Quote Sheet
  - (ii) Tenderer/Bidder should furnish 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. Toilet Cleaning & Housekeeping 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 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 17 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.**

- (iii) Tenders providing non-tangible justification like no service 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% 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 alongwith the tender document.

25. 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.**
26. The tenderer/bidder is required to quote their SERVICE CHARGES comprising of – a) administrative & overhead charges, (b) uniform and tools & tackles for the Toilet Cleaning & Housekeeping personnel, (c) insurance of personnel deployed, for due performance of the contract as per the details given in Clause No. 17 of General Terms & Conditions in the Rate Quote Sheet/BoQ.
27. In case of a tie for successful bidder, the lottery system 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.
28. 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.

29. 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. In case the service charge is quoted by tenderer/bidder on percentage basis, **the tender shall be summarily rejected.**
30. VMH does not bind itself to accept the lowest tender/bid and has the right to reject or accept any or all the tenders/bids; received without assigning any reason whatsoever.
31. Canvassing in connection with tenders/bids is strictly prohibited and the tenders/bids submitted by the tenderers/bidders who resort to canvassing will be liable for rejection on that ground alone.
32. Tenders incorporating **additional conditions** are liable to be **rejected**.
33. 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 Victoria Memorial Hall, Kolkata, as per the format given in **Annexure – II**.
34. Apart from GST as specified above, any other statutory tax in respect of this contract will be reimbursed as per the applicable rates prescribed by the Government of India from time to time.
35. Before submitting the tender, the tenderer shall assess the quantum of work involved in providing Toilet Cleaning & Housekeeping services after going through the scope of job requirement of Toilet Cleaning & Housekeeping services and conditions of contract and inspection of the site/premises.
36. 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 VMH.
37. It may be noted that the Technical Bid Envelope which are not found in order as per requirement of VMH shall be summarily rejected.
38. Tenders which do not fulfil any of the above conditions and/or are incomplete in any respect are liable for **summarily rejection**.
39. Earnest Money is liable to be forfeited if the successful tenderer/bidder selected for the Toilet Cleaning & Housekeeping services 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.
40. **The successful tenderer** will be awarded the work of Toilet Cleaning & Housekeeping services by VMH 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 work plan/job requirement, visiting hours, visitors' footfall and occupancy rate of different facilities etc. of VMH. The successful tenderer shall also mobilise all its resources including conservancy personnel, consumable, gadgets and stationery

items etc. and **sign an Agreement with VMH in approved format (Annexure-XV)** on a non-judicial stamp paper of appropriate value.

41. The **validity period of the tender** shall be 06 (SIX) months **from the date of opening of tenders**. This period may be extended suitably if the decision regarding issue of Letter of Intent is delayed for any reason.
42. **Refund of EMD**
- (i) EMD of successful Tenderer/Bidder shall be discharged (without any interest) on or before the 30<sup>th</sup> 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.
43. **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 tender) or makes any modification in the terms and conditions of the bid which are not acceptable to VMH, then VMH, shall, without prejudice to any other right or remedy, be at liberty **to forfeit the EMD absolutely**.
44. **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 VMH, **the EMD will stand forfeited** fully and award of contract shall stand cancelled and the successful Tenderer/Bidder **shall be blacklisted for participating in Tenders in VMH in future**.
45. The Secretary & Curator, VMH 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).
46. The Secretary & Curator, VMH 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 tendering in VMH, apart from any other appropriate contractual/legal action

47. **Clarification of tender document/Pre-Bid Meeting: -**

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

## GENERAL TERMS AND CONDITIONS OF CONTRACT

1. The Agency must note that ***there will be no revision in the service 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 the place where VMH is located. 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 VMH 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:-

3. 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 VMH once in a year against submission of reimbursement claim by VMH 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 VMH. In that case, insurance policy covering the risk under the Workmen 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 Workmen Compensation Act, 1923) will be reimbursed by VMH to the Tenderer/Bidder.
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 VMH for the purpose of this contract as per the provision of the Payment of Wages Act, 1936.

5. **(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 VMH 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 VMH. In case of 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 of 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 tender process of VMH.*

**(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.*

6. **The Agency shall pay wages to the personnel deployed by them in their respective Bank Accounts latest by the 7<sup>th</sup> of every month through e-transfer and shall produce copy of acquaintance roll and bank remittance statement every month along with their bill.**
7. **A security deposit of minimum 1/10<sup>th</sup> of the annual value of contract, subject to a maximum of Rs.3.6 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. 24(a)(i) of Information & Instructions to Bidders) or through demand draft/pay order drawn in**

favour of 'Victoria Memorial Hall, Kolkata', payable at Kolkata to cover the risk or any loss **caused to** VMH *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 VMH 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 VMH.

8. The Security Deposit will be refunded to the successful contractor (without any interest) after 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.**
9. During the period of this contract, the Agency shall provide proper and adequate service as per the scope of work stated in the **Annexure-VIII** and perform their duties diligently, honestly and to the entire satisfaction of VMH. The Agency shall constantly keep in touch with VMH regarding services and abide by all instructions and directives issued by the authority of VMH in this regard.  
  
***The Agency shall give or provide all necessary superintendence during the execution of the works related assignment for proper fulfilment of their obligations under the contract.***
10. The Agency shall maintain all relevant registers, documents in the premises of VMH, as per proper format prescribed under the concerned Acts and/or as required by VMH, which may have to be presented for inspection of the concerned Labour Authorities/ Authorities of VMH. 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.
11. 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 VMH. 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.
12. 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 VMH for the purpose of this contract and shall keep VMH 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.

13. 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 VMH.
14. 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 services in VMH. In this regard, agency shall submit annual return to VMH 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.
15. The Agency shall deploy only those personnel for the Toilet Cleaning & Housekeeping services 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. VMH shall issue **proper identity cards** to those employees who are deployed by Agency at any point of time for the purpose of this contract in order to facilitate verification of their identity by VMH. They shall always wear the identity card while inside the premises of VMH on duty. They shall also abide all the protocols/instructions issued by VMH for safe, healthy and proper behaviour at the work place.*
16. The Agency shall be liable to comply with the directions of VMH, **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 VMH in case they prefer to replace/remove any personnel deployed by them with reasonable justification.
17. All Toilet Cleaning & Housekeeping personnel deployed by the agency in VMH shall be in proper uniform and should be neat and clean *while on duty*. **The agency shall, at their cost, supply uniform, shoes & socks, gloves including rain coat & woollen clothing and other accessories as well as stationery required for carrying out the Services 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/materials in the service charges to be quoted by them in the Financial Bid.**
18. The Agency on completion of the specified term of contract or on termination of the contract shall peacefully vacate the premises of VMH and remove all their persons and materials from the campus after handing over the charge to the new agency.

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 VMH by the personnel engaged by the Agency.
20. VMH 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-VIII** and the amendments carried out from time to time as per the requirement of VMH. Any extra/additional services arising out of special programmes or exigencies and beyond the scope of this agreement shall be negotiated separately by a duly constituted committee of VMH. The Agency shall provide the necessary extra manpower corresponding to the requirement of services immediately for which advance intimation would be given by VMH. VMH also reserves the right to reduce the deployment of personnel to any extent in exigency situations. Any such augmentation or reduction of the services as per the requirement of **VMH** 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. VMH shall pay to the Agency nothing more than the amount as may be due under the contract terms.
23. **VMH 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 **VMH** 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 Cleaning personnel deployed by the agency at VMH shall not accept any gratification or reward in any shape.
26. All cleaning personnel deployed by the agency in VMH will work in close co-operation and co-ordination with other agencies working at VMH.
27. All Cleaning 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. **VMH** shall have right to have any person replaced in case of staffs'/visitors' complaints or as decided by authorized

representative of the **VMH** if the person is not performing the job satisfactorily 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 VMH shall be forfeited without any claim whatsoever on VMH and the agency is liable for action as appropriate under the extant laws. Moreover, the agency shall be blacklisted from participating in tenders VMH.
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 Toilet Cleaning & Housekeeping service 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 VMH 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 VMH 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.

**PAYMENT:-**

33. The Agency should submit a certificate/undertaking as per **ANNEXURE-X** every month preferably on the reverse of the bill or separately on letter head 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 VMH. 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 VMH.
34. The payment 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 VMH. In case of the Agency's failure to provide requisite services on particular day/days, **proportionate deduction** as decided by the competent authority of VMH, **shall be made from the monthly bill**. TDS as applicable will be deducted from the monthly bill.

35. VMH shall reimburse the amount of GST paid by the Agency to the authorities on account of services rendered by them to VMH. The reimbursement shall be admissible on production of proof of deposit i.e. copy of challan by the Agency.
36. 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 VMH within the prescribed stipulated time.
37. 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 tender, it shall be recovered by VMH from the amounts payable to the agency.

**PENALTY:-**

38. *In the event of any deficiency in the Toilet Cleaning & Housekeeping services rendered by the agency, any time during the currency of the contract, VMH 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 VMH shall be final and binding on the agency.*  
***In case of non-payment/partial payment of wages to the personnel deployed by the agency within the time frame as per Clause 6 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.5000/- 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.***

**TENURE AND VALIDITY: -**

39. 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 VMH 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.***
40. The contract can be terminated by VMH at any time without notice in the event of gross security risk or gross damage to VMH property due to Agency's failure or persistent failures of the Agency in providing satisfactory services to VMH and/or to comply with the provision of minimum wages and statutory obligations. The decision of VMH in this regard shall be final and binding on the Agency.

41. 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.
42. The Agency shall indemnify VMH 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 any damage or 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 workman employed by the Agency on the works the Agency will be liable to pay compensation under the Employees Compensation Act.
43. The Agency shall indemnify VMH 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 VMH under any Act stated above, the Agency shall impaled 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, VMH 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.
44. The Agency shall ensure that the personnel deployed by it at VMH for executing the works under this contract must adhere and follow all safety norms. For any violation / contravention on safety aspects, liquidated damage to the extent VMH suffer loss will be recovered from the Bills or / and the Security money besides the lawful action to be taken against the Agency.
45. The Agency shall ensure placing the agreed number of manpower for the purpose of providing the Toilet Cleaning & Housekeeping services at VMH. 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 VMH 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. VMH shall be entitled to recover such expenditure by deduction from the payments due to the Agency including the Security Money.
46. 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, VMH has full right to cancel the contract with or without assigning reasons.

**TRANSFER OF LIABILITIES:**

47. In the event of exigencies arising due to the death, infirmity, insolvency of the Proprietor/Directors/Partners/Secretary 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 Secretary & Curator, **VMH** 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.

**ARBITRATION:-**

48. In case of any dispute arising out of this contract between VMH and the Agency, the matter shall be referred to the sole arbitration of a person to be appointed by the Competent Authority, Victoria Memorial Hall, Kolkata on receipt of an official request with details of the dispute, from either VMH 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.
49. **COURT JURISDICTION** : All disputes arising out of the tender and this contract shall be subjected to exclusive jurisdiction of the Courts at Kolkata (place of VMH) and the writ jurisdiction of Hon'ble High Court at Calcutta.

**FORCE MAJEURE**

50. 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 starting or 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, VMH 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 of the proposals.

**1. System of selection of Service Provider:**

- a) The tender committee appointed by VMH shall regulate bid opening and bid evaluation process.
- b) Technical bid envelope (Un-Priced Bid) shall be opened as per schedule indicated in the 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 the 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 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, VMH 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 VMH shall not be considered. The request of **VMH** 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 VMH for clarification, their bid may be rejected.
- c) The tender committee of VMH 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 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- '1(a)'.

- e) The technical bid not meeting the essential minimum criteria or any other requirements as per the tender document shall be rejected and corresponding financial application shall not be opened.
- f) The Tenderer/Bidder who will qualify in the technical evaluation stage will be intimated about the date & time of financial bid opening through portal.

3. **Financial Bid (Price Bid) Opening & Evaluation Procedure**

- a) The financial bids of all the technically qualified applicants shall be opened on the notified date and time in the presence of technically evaluated applicants/authorized representatives.
- 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, VMH reserves the right 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 VMH, **subject to obtaining approval from the Competent Authority.**

  
 Secretary & Curator  
 Victoria Memorial Hall, Kolkata

**Annexure – I(a)****Details of the supporting documents in claim of each eligibility criteria**

<b>Sl.No.</b>	<b>Eligibility Criteria</b>	<b>Cross reference of Documentary proof</b>
01	Registration as per Clause 1 (i) of NIT	
02	Trade License if available (Optional)	
03	PAN Card	
04	EPF Registration	
05	ESIC Registration	
06	Professional Tax Registration	
07	Registration under the Shops & Establishment Act	
08	Labour License Number/Registration	
09	GST Registration	
10	License to engage in the business of Toilet Cleaning & Housekeeping services in the district/ State of VMH, if available (Optional)	
11	Detail of registered office as per clause 1 (iii) of NIT	
12	Undertaking as per clause 1(iv) of NIT	
13	Documents related to experience as per clause 1(v) of NIT	
14	Documents related to Annual average turnover of the Tenderer/Bidder as per clause 1(vi) of NIT	
15	Documents for successfully executed similar works during last three years as per clause 1(vii) of NIT	
16	Documents related to Income Tax Returns of last 3 years	
17	Any other documents relevant to the tender	
<b>Note : Separate Sheet may be used wherever required with signature &amp; seal</b>		

**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 tender document)

**DECLARATION -1**

This is to certify that neither I/we/any of us/ am/are/is in anyway related to any employee of VMH, Kolkata.

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 tender.

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

**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 VMH 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 VMH 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  
with seal/rubber stamp)  
Place:

**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 VMH and also studied the departmental estimate for providing cleaning personnel (including list of materials) given in the 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 Toilet Cleaning & Housekeeping services strictly as per the given job requirement during the period of contract. I/We have neither currently nor on any previous occasion have been blacklisted/ debarred and no legal cases are pending. I/We have not tampered/modified the 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 VMH 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 **VMH** before the bid opening date. Otherwise **VMH** shall reject the bid and debar me/us from further tendering in VMH.

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 **VMH** and the **transaction details are attached for ready reference**. Otherwise, VMH shall reject the bid and debar me/us from further tendering VMH.

Date:  
Place:

**(Signature of the tenderer  
with seal/rubber stamp)**

**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 tender document)**

We hereby declare that we .....  
(name of the bidder) are registered under Micro and Small & Medium Enterprises (MSME) and eligible for exemption for submitting Bid Security (EMD) for participating in the tender for providing Toilet Cleaning & Housekeeping services at VMH.

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 NIT, we will be suspended for the period of time specified in the NIT from being eligible to submit bids for contract in VMH.

**(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 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 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.

It is also certified that there is no legal case pending with the Police / Court of Law / any Law Enforcement Agency against the Tenderer / Bidder.

**(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 tender document)**

**DETAILS OF PREVIOUS EXPERIENCE OF THE BIDDER**

Certified that the Tenderer/Bidder has undertaken the services of similar jobs of Toilet Cleaning & Housekeeping services at the following Govt. department/autonomous institutions/public sector undertaking of the Govt. of India/other State Govt. or Public Sector Bank or local bodies/Municipalities during last five years:

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

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 VMH for registration and short listing of agencies as technically qualified in tender.

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

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 PROVIDING SERVICES FOR  
TOILET CLEANING & HOUSEKEEPING AT VMH****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 VMH Full Postal Address of the Tenderer/Bidder	
	(b) Whether the Local Office is located in and around of the place where VMH 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.	
	b) GST Registration No.	
	c) Provident Fund Registration No.	
	d) ESI Registration No.	
	e) Trade License No. with validity	
	f) Valid License to engage in the business of Toilet Cleaning & Housekeeping services in VMH, Kolkata	
	g) Permanent Account No. (PAN)	
	h) TIN Registration Number	
	i) Professional Tax Registration No.	
	j) Labour License under the Contract Labour Act, 1970	

8.	Registration under MSME/NSIC	
9.	No. of employees in the Office	
10.	No. of employees employed at various sites for providing Toilet Cleaning & Housekeeping services	
11.	a) Details of turnover in last three years (enclose copies of audited Balance Sheets (Trading, Profit & Loss, Balance Sheet) 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	
<b>Note : Separate Sheet may be used wherever required with signature &amp; seal</b>		

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 VMH for registration and short listing of agencies as technically qualified in tender.

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****Details about VMH****A. Facilities:-**

- (i) Total Area :- 57 Acre
- (ii) Main VMH building- 04 toilets
- (iii) No. of peripheral gates:- 03 gates
- (iv) No. of peripheral gates in operation:- 03 gates
- (v) No. of visitors:-38 lac annually (approx.)
- (vi) Details of working hours of different facilities:-5.00 a.m. to 7.30 p.m.
- (vii) No. of shows conducted:- Light Sound Shows (Mondays closed)
- (viii) No. of toilets: Consisting of six clusters, having a total number of 100 (approx) units
- (ix) Any other information that VMH would like to add which the Toilet Cleaning & Housekeeping services agency is required to take care :-

**(The aforesaid details is indicative which has to be prepared as per available facilities at VMH)**

**Annexure-VIII****SCOPE & SPECIFICATIONS FOR THE WORK OF CLEANING AND COMPREHENSIVE MAINTENANCE OF TOILETS LOCATED WITHIN THE CAMPUS OF THE VICTORIA MEMORIAL HALL**

The Agency is required to provide Toilet Cleaning & Housekeeping in respect of ensuring cleaning of the toilets, materials, equipment, installations and all the properties of VMH and other facilities including other areas/service areas within the premises of VMH.

For compliance of above requirement for providing Toilet Cleaning & Housekeeping services, the agency shall ensure that:

**The scope of works:**

1. Cleaning & comprehensive maintenance of all toilets of the Victoria Memorial campus consisting of six clusters, having a total number of 100 (approx) units from 5.00 am to 7.30 pm on all days including holidays so that the toilets look neat and tidy.
2. Cleaning & comprehensive maintenance of Chemical/Bio toilets.
3. Cleaning and comprehensive maintenance of toilet for unisex physically challenged persons.
4. It will also involve regular clearing of solid waste bins. Solid Waste bins will require to be cleared at least every two hours and also immediately after closure of garden.
5. The garden generally opens at 5.30 am in the morning and closes at 6.00 p.m. and is changeable.
6. Mechanical cleaning of Sewerage drains providing the outlet for drainage of excess waste water.
7. Hourly cleaning of Wash basins, mirrors with branded soap water.
8. Daily cleaning of roofs of public toilets and its door etc.
9. Collect litter, refuse, leaves and other debris both throughout the interior of the toilets and outside toilet complex.
10. Hourly - Ensure all toilet seats are clean and dry. Remove any damaged toilet seats. To maintain the acceptable standard, check sanitary ware, floors, etc., clean all soiled areas using the approved cleaner or hard surface cleaner as appropriate and disinfect. Disinfect around all sanitary ware and washbasins.
11. Hourly - Replenish toilet paper, soaps and paper towels as necessary. Refill soap dispensers with Dettol liquid hand wash where required and wipe clean. Empty and disinfect any sanitary dressing containers.
12. Hourly - Clean graffiti, painting over where necessary from all surfaces both inside and outside of the toilet taking care to avoid damage to the surface beneath. Any difficulty shall be reported to the Supervising Officer.
13. Hourly- spray sanitizer in and around all the toilets

14. Hourly - Spray deodorant throughout interior of the building sufficient to mask unpleasant odours.
15. Daily - Check operation of cisterns and taps (where no electronic water flow control units are fitted, taps over and controlling urinal cisterns should be regulated to operate the flush each 25 minutes approximately). Check pipe work for leaks. Where possible repair leaks, leaks that cannot be repaired shall be reported within one hour to the Supervising Officer. Use drain rods if necessary to attempt clearance of any blockage between pans, urinals and nearest inspection chamber. If cleared, report the occurrence to the Supervising Officer as soon as possible but not later than 3.00 hours on the working day following the day on which the blockage was cleared. If not cleared, lock the section(s) affected and report to the Supervising Officer within one hour
16. Hourly - Clean off all surfaces of sanitary ware using an approved sanitary cleaner with particular attention to the reduction of any encrustations found (difficult instances shall be reported to and discussed with the Supervising Officer). 'Standing areas' of urinals shall be treated with an approved sanitary cleaner and washed down.
17. Hourly - Wash floors throughout using an approved hard surface cleaner. Use squeegee to leave a dry non slippery surface.
18. Daily - Wash down all walls and partitions of toilets using an approved hard surface cleaner. Damp wipe doors using a diluted disinfectant solution.
19. Daily - Wipe clean any ledges, fittings, pipe work and any other surfaces where dust/dirt may accumulate. Any brass or copper pipe work and fittings in toilets shall be polished to a bright finish.
20. Daily - Sweep any entrance ways and steps which service the toilet.
21. Daily - Remove cobwebs and obvious dust collections from ceilings of toilets.
22. Daily - Wash windows and frames both inside and outside of toilets.
23. Daily - Apply approved cleaner to brass and copper pipe works and fittings and polish to a shining finish.
24. Daily - Apply approved polish to hardwood doors and fittings of toilets
25. Any other works assigned by the Caretaker and other senior officers of VMH.
26. Any other works as per requirement of the VM Authority.

**General Requirement:-**

The agency shall supply **Nine (09) numbers of trained labourers including one supervisor and two/three lady labourers** for satisfactory **CLEANING AND COMPREHENSIVE MAINTENANCE OF TOILETS LOCATED WITHIN THE CAMPUS OF THE VICTORIA MEMORIAL HALL** located within the campus of Victoria Memorial Hall etc. regularly **(365 days)**. A team should always be kept ready during office time for any emergency cleaning and other works. Extra labour of any nature if required for the job shall have to be deployed by the agency at its own cost.

**Biometric Attendance System should be arranged by the agency at their own cost along with Manual Attendance Register and daily duty chart. These should be produced to VMH authority as and when required.**

- a) Quality of service: The agency shall clean, maintain, attend the garden and carry out all other associated tasks to the satisfaction of the Security Officer.
- b) Paddle driven covered cycle van and hand carts for removing garbage from garden and garbage bins to dumping vat will be provided by the agency.
- c) **Labourers so deployed should have sufficient experience and shall be trained for such type of jobs to complete the work within specific time. Any unjustified delay in carrying out these services shall be treated as breach of contract and penalty @ 1% of the bid amount per week, shall be imposed and recovered from the monthly bill.**
- d) **For any damage to any of the equipment/installation during handling by their staff, Agency shall be held responsible and shall make good the loss out of his charge.**
- e) **Materials:**

The agency shall supply & use all best quality dusting, sweeping, cleaning, sanitizing materials (Govt approved) i.e. Cotton Dusters, Swab Dusters, Jute swab, Feather Dusters, Colin, Phool jharu, Broom sticks, hand gloves, masks, P.P.E., liquid hand wash, sodium hypo chloride, phenols, room fresheners, Bleaching powder (Bengal chemical), Lizol, carbolic acid, Harpic, toilet rolls, Naphthalene balls, coir brush, Kodal, Belcha, Towels, watering pipe etc., Harsh chemicals will not be used in the marble,

**Equipments:**

The agency shall use dry & wet Mops (EZEE brand), Vacuum cleaner, Cleaning/scrubber machine, cleaning machine, safety equipments, Gumboot etc on regular basis

**(The aforesaid details is indicative which has to be prepared as per available facilities at VMH)**

**Annexure- IX****(VICTORIA MEMORIAL HALL)****DEPARTMENTAL ESTIMATE FOR PROVIDING  
SERVICES FOR TOILET CLEANING & HOUSEKEEPING AT VMH**

Sl. No.	Items	Charges per month	
		Rate per person (in Rs.)	Amount for total No. of persons (in Rs. )
<b>A. Charges for deployment of Toilet Cleaning &amp; Housekeeping Personnel :-</b>			
<b>1.</b>	<b>Un-Skilled Personnel - 8 Nos.</b>		
	a. Minimum wages (Inclusive of VDA) @Rs... x 26 days		
	b. P.F. @13.00% (subject to ceiling of Rs.15000/- as employer's contribution)		
	c. E.S.I.@ 3.25% on minimum wage (wage ceiling of Rs. 21,000/-)		
	d. Bonus 8.33% on minimum wages		
	e. Leave Salary @ 1.5 days per month of (a) above		
	f. Overtime charges for 3 national holidays per annum (minimum wages X 3 /12)		
	<b>g. TOTAL ( a to f )</b>		
<b>2.</b>	<b>Semi Skilled Personnel - 01 No.</b>		
	a. Minimum wages (Inclusive of VDA) @Rs... x 26 days		
	b. P.F. @13.00% (subject to ceiling of Rs.15000/- as employer's contribution)		
	c. E.S.I.@ 3.25% on minimum wage (wage ceiling of Rs. 21,000/-)		
	d. Bonus 8.33% minimum wages		
	e. Leave Salary @ 1.5 days per month of (a) above		
	f. Overtime charges for 3 national holidays per annum (minimum wages X 3 /12)		
	<b>g. TOTAL ( a to f )</b>		
<b>3.</b>	<b>GRAND TOTAL (1g + 2g)</b>		
<b>B.</b>	Service Charges towards providing related machinery & equipment for due performance of the contract including materials.		
<b>C.</b>	Service charge of the agency comprising of overhead and administrative charges for due performance of the contract as per the specifications stipulated in Clause 17 of General Terms & Conditions of Tender.	<b>TO BE QUOTED IN THE BOQ SHEET ONLY EQUIVALENT TO minimum 2% of Departmental Estimate [i.e. Sl. No. 3 above]] 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 shall be considered to be unworkable and shall be rejected.</b>	
<b>D.</b>	<b>GST (as applicable) - Amount on [ A(1+2) + B + C ]</b>	Rs. _____	
<b>E.</b>	<b>Total = A(1+2) + B + C + D</b>	Rs. _____	

**Note:**

1. 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. This is hereby confirmed that the Basic plus VDA, other statutory payments quoted in the bill for the Month of \_\_\_ Year \_\_\_ is not less than the current minimum wages stipulated by the Ministry of Labour and Employment, Government of India and that other mandatory charges, i.e. EPF, ESI, Bonus etc. are in conformity with the provisions of the respective Acts/Rules. It is further agreed that the contract dated \_\_\_ shall be terminated if any of the above rates and percentage are not in compliance with the respective statutory law(s).
2. Enclosed herewith the proof of having deposited the amount of contribution claimed by us/me on account of ESI, EPF & GST towards the Toilet Cleaning & Housekeeping personnel deployed at **VMH** in their respective names for the payments of previous month.
3. It is further certified that the payments for the previous month has been made as per the Minimum Wages Act 1948 and disbursed in accordance with the Payment of Wages Act, 1936.

Total Monthly Charges, including Taxes (As 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 Secretary & Curator  
Victoria Memorial Hall  
1, Queen's Way, Kolkata – 700071

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,

Name of the Bidder: -  
Signature:  
Authorised Signatory: -  
Seal of the Organization: -

Verified

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 tender 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.		

\_\_\_\_\_  
(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/ Society  
 ..... located at  
 .....  
 (Address) has registered as MSME. The details of registration are provided below:

Sl	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 VMH 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 VMH as responsible for any issues related to MSME.

Date:  
with Company Seal

Signature of Authorized Person

**Annexure – XIV**Victoria Memorial Hall**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 contact details form?		
2.	Have you read and understood various conditions of the contract and shall abide by them?		
<b>TECHNICAL BID</b>			
3.	Have you enclosed the EMD of Rs. _____ in the Technical Bid?		
4.	Have you taken prints of all the Sections of tender including its Annexures, in the prescribed paper size and signed on all the pages of the tender documents?		
5.	Have you attached with 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 tender?		
7.	Financial Capacity: Have you attached Audited Balance Sheets with the tender?		
8.	Registration with Govt/Statutory Bodies like ESIC, EPF, Labour department, GST, IT Department (PAN), Professional Tax as stated in the tender (Have you attached a copy of each of the Registration certificate with the tender ?		
9.	Registration under MSME		
10.	Experience: Have you attached the attested experience certificates issued by the Organizations/Govt. Departments/Corporate Sector for the last five years with the tender?		
11.	Have you attached the copy of work order for services of last three years?		
12.	Have you attached the copy of satisfactory completion certificate for services for a period of one year without any break last three years?		
13.	Have you attached the proof of authorisation to sign on behalf of the bidder in the Technical Bid?		
14.	Have your Technical Bid been prepared and attached as per the requirements of the tender?		
<b>FINANCIAL BID</b>			
15.	Have you studied carefully the departmental estimate (Annexure-IX)?		
16.	Have your Financial Bid proposal is duly filed/complied and uploaded		

**Annexure - XV****AGREEMENT**

The Articles of Agreement made at \_\_\_\_\_ (place of agreement) this .....  
**day of** ..... between **Victoria Memorial Hall, 1, Queen's Way, Kolkata - 700071** (hereinafter referred to as VMH, which expression shall unless repugnant to the context, mean and include its successors, executors, administrators and assigns) **ON THE ONE PART.**

**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 **VMH** is desirous of getting the Visitors' service by way of providing services for the work of cleaning and comprehensive maintenance of toilets located within the campus of the Victoria Memorial Hall and issued a Tender/NIT bearing No. \_\_\_\_\_ dated \_\_\_\_\_ with 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..... dated ..... was issued to the Agency.

NOW THEREFORE, it is hereby agreed and declared by and between the parties hereto as follows:-

1. VMH remains open daily from 5.30 AM to 6.00 PM (which may be altered by VMH at its discretion) on all the 365 days in a year 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., Bonus, ESI 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 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 in VMH for the purpose of this contract. In case the minimum wage/wages 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 VMH. In that case, insurance policy covering the risk under the Workmen 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 Workmen Compensation Act, 1923) will be reimbursed by VMH to the Tenderer/Bidder. Bonus paid to the personnel deployed shall be reimbursed to the Agency by VMH once in a year against submission of reimbursement claim by the contractor with supporting muster roll authenticating the disbursement of bonus to the Toilet Cleaning & Housekeeping personnel deployed by them under this contract.

Bonus shall be paid once in a year by the Agency and subsequently it will be reimbursed as per the reimbursement claim 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 submit the proof of having deposited the amount of contributions claimed by them on account of ESI and EPF towards the persons deployed at VMH 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 VMH. 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 tender process of VMH.*

*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.*

4. 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.
5. During the period of this contract, the Agency shall provide proper and adequate service as per Clause 9 of the General Terms & Conditions and perform their duties diligently, honestly and to the entire satisfaction of VMH. The Agency shall constantly keep in touch with VMH regarding their Toilet Cleaning & Housekeeping services and abide by all instructions and directives issued by the authority of VMH in this regard.

**The Agency shall give or provide all necessary superintendence during the execution of the Toilet Cleaning & Housekeeping related assignment for proper fulfilling of their obligation under the contract.**

6. 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 VMH for the purpose of this contract and shall keep VMH indemnified against any liabilities arising out of non-compliance of any of the Acts, Rules or Orders on their part.
7. The Agency shall not deploy any unfit person (or persons having any contagious disease) or person below 18 years or above 60 years of age for Toilet Cleaning & Housekeeping services in VMH. In this regard, Agency shall submit annual return to VMH authority in respect of age/Date of Birth, medical fitness of their deployed Toilet Cleaning & Housekeeping 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 within 24 hours.
8. The Agency shall make periodical Police verification of the particulars of their employees. VMH will issue proper identity cards to those employees who are deployed by the Agency at any point of time for the purpose of this contract in order to facilitate verification of their identity by VMH. They shall always wear uniform and identity card while inside the premises of VMH.
9. The Agency shall be liable to comply with directions of VMH to replace within 24 hours of receipt of such direction, any member of their staff deployed for the purpose of this contract and shall make immediate necessary alternative arrangements to ensure proper and adequate services.
10. All cleaning personnel deployed by the Agency in VMH, shall be in proper uniform and should be neat and clean *while on duty*. The Agency shall at their cost **(out of the service charges quoted by them in this tender): -**
  - (i) **supply uniform including shoes, socks, name tally, gloves, raincoats & woollen clothing for their male/female personnel.**
  - (ii) **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. Copy of the insurance policy may be submitted to VMH.

11. The agency shall be responsible to maintain adequate hygiene & cleanliness while providing service and **shall strictly adhere to the Standard Operating Procedures (SOPs) & Guidelines** issued by the Government from time to time **for preventing spread of COVID-19** pandemic, wearing of masks and hand gloves by their personnel and the cost of which shall be borne by the agency.
12. **VMH 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 Toilet Cleaning & Housekeeping personnel of the agency deployed in **VMH** 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.
13. 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 VMH by Toilet Cleaning & Housekeeping personnel engaged by the Agency.
14. VMH shall pay to the Agency nothing more than the amount as may be due under the contract terms.
15. The agency shall not sub-contract or sub-let, transfer or assign the contract or any other part thereof to any person/agency.
16. The payment 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 VMH. In case of the Agency's failure to provide requisite services on particular day/days, proportionate deduction as decided by the competent authority of VMH, shall be made from the monthly bill.
17. VMH shall reimburse the amount of Goods and Service Tax (GST) as applicable and paid by the Agency to the authorities on account of services rendered by them to VMH. The reimbursement shall be admissible on production of proof of deposit i.e. copy of challan by the Agency. **GST is levied on Basic Rate, Fixed charges towards machinery & equipment provided and Overhead & administrative charges as detailed in Annexure-IX.**
18. 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 VMH 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.

19. The contract can be terminated by VMH at any time without notice in the event of gross security risk or gross damage to VMH's property due to agencies' failure or persistent failures of the Agency in providing satisfactory service to VMH and the decision of VMH in this regard shall be final and binding on the agency. For reasons other than those mentioned in the Clause above, the contract can be terminated by either party by providing clear three months' notice in writing.
20. The Agency shall ensure placing the agreed number of manpower for the purpose of providing the services at VMH. 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 VMH 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. VMH shall be entitled to recover such expenditure by deduction from the payments due to the Agency including the Security Money.
21. 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, VMH has full right to cancel the contract with or without reason assigning reasons.
22. **PENALTY:-***In the event of any deficiency in the services rendered by the agency, any time during the currency of the contract, VMH 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 VMH shall be final and binding on the agency.*  
  
***In case of non-payment/partial payment of wages to the personnel deployed by the agency within the time frame as per Clause 6 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.5000/- 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.***
23. The Agency shall indemnify VMH 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 of 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 the Agency will be liable to pay compensation under the Employees Compensation Act.

24. The Agency shall indemnify VMH 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 VMH under any Act stated above, the Agency shall impaled 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, VMH 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.
25. The Agency shall ensure that the personnel deployed by it at VMH for executing the works under this contract must adhere and follow all safely norms. For any violation / contravention on safety aspects, liquidated damage to the extent VMH suffer loss will be recovered from the Bills or / and the Security money besides the lawful action to be taken against the Agency.

26. **ARBITRATION:-**

In case of any dispute arising out of this contract between VMH and the Agency, the matter shall be referred to the sole arbitration of a person to be appointed by the Competent Authority of VMH on receipt of an official request with details of the dispute, from either VMH 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.

27. **COURT JURISDICTION:-** All disputes arising out of the tender and this contract shall be subjected to exclusive jurisdiction of the Courts at Kolkata (place of VMH) and the writ jurisdiction of Hon'ble High Court at Calcutta.

28. **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,

pandemic, epidemic, quarantine restriction, natural calamities directly affecting the performance of the Contract, Flood and Acts and 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 starting & 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, VMH shall have the option of cancelling this contract in whole or part at their discretion without any liability at their part.

29. The following documents will be the part of this agreement for all purposes in connection with the execution of this contract for providing *Toilet Cleaning & Housekeeping services* :

- (i) Tender document along with all Annexures.
- (ii) LOI
- (iii) Copies of correspondences exchanged/to be exchanged in future between the Agency & VMH.

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 VMH:-

In presence of 1)

2)

Signed by for and on behalf of M/s.....

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 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 tender 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, VMH has full right to cancel the contract with or without reason assigning to me/us.

Place:

Date:

Signature of the Tenderer with Seal / Rubber Stamp