
E-TENDER DOCUMENT

**FOR OPERATION OF SOUVENIR / GIFT CORNERS ON
LEAVE AND LICENSE BASIS
AT**

NATIONAL SCIENCE CENTRE, DELHI

(A Unit of National Council of Science Museums)
Near Gate No. 4, Pragati Maidan, Bhairon Road,
New Delhi – 110 001

REGIONAL SCIENCE CITY, LUCKNOW

(A Unit of National Council of Science Museums)
Ekta Vihar, Aliganj Extension,
Sector E, Lucknow,
Uttar Pradesh – 226 024

KURUKSHETRA PANORAMA & SCIENCE CENTRE, KURUKSHETRA

(A Unit of National Council of Science Museums)
Pehowa Road, Kurukshetra
Haryana – 136 118

TENDER INVITING AUTHORITY



Ministry of Culture
Government of India

**NATIONAL SCIENCE CENTRE
(A UNIT OF NATIONAL COUNCIL OF SCIENCE MUSEUMS)
BHAIRON ROAD, NEAR GATE NO – 4, PRAGATI MAIDAN
NEW DELHI – 110 001**

**INSTRUCTIONS TO THE TENDERERS/BIDDERS FOR E-SUBMISSION OF BIDS ONLINE
THROUGH E-PROCUREMENT SITE <https://eprocure.gov.in/eprocure/app>**

This tender document has been published on the Central Public Procurement (CPP) Portal (URL: <https://eprocure.gov.in/eprocure/app>). The tenderers /bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the tenderers/bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

REGISTRATION:-

- 1) E-Tenderers/bidders are required to enroll on the e-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.
- 2) As part of the enrolment process, the E-Tenderers/bidders will be required to choose a unique username and assign a password for their accounts.
- 3) E-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.
- 4) Upon enrolment, the E-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.
- 5) Only one valid DSC should be registered by E-Tenderers/bidders. Please note that the E-Tenderers/bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidders then log in to the site through their secured login ID by entering their user ID & password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS:-

- 1) 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.
- 2) Once the E-Tenderers/bidders have selected the E-Tenders they are interested in, they may download the required documents / E-Tender schedules. These E-Tenders can be moved to the respective “My E-Tenders” folder. This would enable the CPP Portal to intimate the E-Tenderers/bidders through SMS / e-mail in case there is any corrigendum issued to the E-Tender document.
- 3) 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:-

- 1) E-Tenderers/bidders should take into account any 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.
- 2) Bidder, in advance, should get ready the bid documents to be submitted as indicate in the tender document/schedule and generally they can be in PDF/XLS/RAR/DWF formats as mentioned. **Bid documents may be scanned with 100 dpi with black and white option.**
- 3) To avoid the time and efforts required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the tenderers/bidders. Tenderers/bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting the bid just by tagging and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS:-

- 1) E-Tenderer/bidder should log into the site well in advance for bid submission so that he/she up loads the Bid in time i.e. on or before the bid submission time as per the system. Bidder will be responsible for any delay due to other issues.
- 2) E-Tenderer/bidder has to digitally sign and upload the required bid documents one by one as indicated in the E-Tender document.
- 3) E-Tenderer/bidder has to select the payment option as “offline” to pay the E-Tender Fee & EMD and enter details of DD/RTGS/NEFT/any other accepted instrument.
- 4) E-Tenderer/bidder should prepare the E-TENDER FEE & EMD instrument as per the instructions specified in the E-Tender document. Scanned copy of DD/RTGS/NEFT/any other acceptable instrument as mentioned towards EMD & E-Tender Fee should be uploaded while online submission of the E-Tender and the original should be posted/couriered/given in person to the E-Tender Processing Section latest by the last date and time of bid submission or as specified in the E-Tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the Scanned copy and the data entered during bid submission time otherwise the E-Tender will be summarily rejected.

In the case of payment by NEFT/RTGS, the transaction details are to be provided in the form of screen shot taken at the time of payment in pdf format. The hard copy of all the documents uploaded in Technical bid document is to be submitted by post/courier/given in person to the E-Tender Processing Section latest by Bid Opening (Technical) Date & Time.

- 5) The E-Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the E-Tenderers/bidders. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during E-Tender opening, the bid is liable to be rejected.
- 6) E-Tenderers/bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price bid has been given as a standard

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Offer Sheet in .xls format with the E-Tender document, which is to be downloaded and to be filled by all the E-Tenderers/bidders. E-Tenderers/bidders are required to download the Offer Sheet file, open it and complete the green colored (unprotected) cells with their respective financial quotes and other details (such as name of the E-Tenderer/bidder). No other cells should be changed. Once the details have been completed, the E-Tenderer/bidder should save it and submit it online, without changing the filename. If the Rate Quote Sheet file is found to be modified by the E-Tenderer/bidder, the bid will be rejected. In E-Tendering, intending E-Tenderer/bidder can quote their rate in figures only. The total amount is generated automatically. Therefore, the rate quoted by the E-Tenderer/bidder in figures shall be taken as correct. The Comparative Statement is also generated automatically by the system. The Comparative Statement and rate quoted by each E-Tenderer/bidder shall be downloaded. The manual calculation check of E-Tenders/bids and Comparative Statement shall be final. In case, any discrepancy is noticed, the decision of appropriate authority of museum/ Centre shall be final and binding.

- 7) The server time (which is displayed on the E-Tender's/bidder's dashboard) will be considered as the standard time for referring the deadlines for submission of the bids by the E-Tenderers/bidders, opening of bids etc. The E-Tenderers/bidders should follow this time during bid submission. The E-Tenderers/bidders are requested to submit the E-Tenders/bids through online E-Tendering system to the E-Tender Inviting Authority (E-TIA) well before the bid submission end date & time (as per Server System Clock).
- 8) All the documents being submitted by the E-Tenderers/bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 9) The uploaded E-Tender documents become readable only after the E-Tender opening by the authorized E-Tender/bid openers.
- 10) Upon the successful and timely submission of E-Tenders/bids, the portal will give a successful E-Tender/bid submission message & an E-Tender/bid summary will be displayed with the NIT/E-Tender/bid no. or Name of Work and the date & time of submission of the E-Tender/bid with all other relevant details.
- 11) The E-Tender/bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any E-Tender/bid opening meetings.

ASSISTANCE TO TENDERERS/BIDDERS:-

- (a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the:-

**Tender Inviting Authority (TIA),
National Science Centre,
Near Gate No. 04, Pragati Maidan,
Bhairon Road, New Delhi- 110 001
Ph. 011-7428693710-17**

Website: www.nscd.gov.in

Email: nscdl01@gmail.com, billnscd@gmail.com, admn.nscd@gmail.com

- (b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk **Ph. 1800-3070-2232.**

National Science Centre Delhi

NOTICE INVITING E-TENDER

(E-NIT)

NSCD/18011/E-Tender -20 /2023-24

Dated: 03-08-2023

The **National Science Centre, Delhi** is a constituent unit of National Council of Science Museums (NCSM), Kolkata*, which functions under the aegis of Ministry of Culture, Govt. of India. (*hereinafter referred to as the National Science Centre, Delhi).

TERMS AND CONDITIONS:

Online e-tenders are hereby invited from reputed and well established agencies, having good working experience, in operating Souvenir/Gift Corners (03 nos.) at:

- (a) **National Science Centre, Delhi, Near Gate No. 4, Pragati Maidan, Bhairon Road, New Delhi – 110 001**
- (b) **Regional Science City, Lucknow, Ekta Vihar, Aliganj Extension, Sector E, Lucknow, U.P. 226 024**
- (c) **Kurukshetra Panorama & Science Centre, Kurukshetra, Pehowa Road, Kurukshetra, Haryana – 136 118**

situated inside the premises of the Centres for selling articles of interest, as furnished below, to the visiting public and student community from specified location on leave and license basis on payment of Annual License Fee (50% of the offered license fee within three days from the date of order and the balance amount within one month from the date of execution of the agreement. Besides, GST at the applicable rate will be payable) :

- a) Educational games and toys;
- b) Books on Science & Technology;
- c) Scientific periodicals & magazines;
- d) Educational cassettes/CDs;
- e) Photo cards, sticker labels, stationery items, posters, charts, slides etc.;
- f) Scientific kits, e.g. Sundials, periscopes, telescopes, miniature telescopes and microscopes, Compasses, Gyro, Kaleidoscope, magnets, lenses, Gyro models, ready to assemble kits, circuits etc.;
- g) Biological models, specimens, slides etc.;
- h) Scientific and technical curios explaining principles of science;
- i) Geological specimens;
- j) Science apparatus;
- k) T-shirts, caps or other souvenirs on Science Centre.

1. The tenderer should fulfil the following eligibility criteria:

- (i) Bidders should be in possession of valid documents as below:
 - a) Trade License
 - b) Shops & Establishment Act No.

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- c) PAN Card [in the name of firm/agency or proprietor]
- d) Adhaar Card [in the name of firm/agency or proprietor]
- e) Provident Fund Registration Number.
- f) Valid Income Tax clearance certificate for the **last three years**.
- g) GST Registration

(ii) Tenderers / bidders should have good working experience in running similar kind of Souvenir / Gift Corner during the last 5 years (the cut-off date will be the date of publication of the tender).

(iii) The Technical Bid must contain the details of information of the Agency/Bidder, as per **Annexure – IV**.

2. Important Information & Dates:

Bid Document Published Date	3 rd August, 2023 (18:00)
Bid Document Download Start Date	3 rd August, 2023 (18:00)
Bid Clarification Start Date	3 rd August, 2023 (18:00)
Bid Submission Start Date	3 rd August, 2023 (18:00)
Bid Clarification End Date	11 th August, 2023 (16:00)
Bid Submission End Date	14 th August, 2023 (15:00)
Technical Bid Opening Date	16 th August, 2023 (15:30)
Financial Bid Opening date	Shall be communicated later on
Earnest Money Deposit	₹5,000/-
Tenure and validity	Initially for one year from the date of commencement of service which will be renewed on year-to-year basis on the satisfactory operation & services of the licensee and increase of Annual License Fee for a minimum 10% per year up to a maximum period of 3 years (including the first year).

3. The intending tenderers/bidders must read the terms and conditions of the tender document published by National Science Centre, Delhi 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.
4. Information and Instructions for tenderers/bidders posted on website shall form a part of the bid document.
5. The bid document consisting of guidelines for visitors' service by way of "Operating the Souvenir/Gift Corners for selling articles of interest at National Science Centre, situated in Delhi" 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 free of cost from <https://eprocure.gov.in/eprocure/app>.
6. Out of the digitally signed online bid documents submitted by intending tenderers/bidders, the technical bids of only those tenderers/bidders shall be opened, who have deposited Earnest Money Deposit as specified above duly scanned, uploaded & found in order. The financial bids of only those tenderers/bidders shall be opened whose uploaded documents are found to be in order.

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Note: MSME units are exempted from EMD payment.

7. Those agencies not registered on the website mentioned above, are required to get themselves registered beforehand.
8. The intending tenderer/bidder must have valid Class II or Class III Certificates with signing key usage (DSC) to submit the bid.
9. The e-Tender is invited under **two electronic envelopes system**. The first electronic envelope will be named as Technical Envelope & will contain documents of tenderer's/bidder's fulfilling the eligibility conditions, scanned copies of documents towards experience details, declarations, digitally signed/signed & stamped E-NIT, etc. and the second electronic envelope will be named as Financial Envelope containing Rate Quote Sheet for operating Souvenir / Gift Corners on leave and license basis at NSC, Delhi, RSC Lucknow & KPSC, Kurukshetra. The bidder shall submit **TECHNICAL BID ENVELOPE** and **FINANCIAL BID ENVELOPE** simultaneously. The technical bids will be evaluated first and thereafter, 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. Scanned copy of Demand Draft/Pay order or Banker's Cheque of any Nationalised/Scheduled Bank towards **Earnest Money Deposit (EMD)** in PDF format in favour of **the Centre as per the details given below**

i. **(Demand Draft towards EMD in original must be received at National Science Centre, Pragati Maidan, Near Gate no. 4, Bhairon Road, New Delhi – 110 001 on or before 14th August 2023)**

- ii. EMD can also be deposited by electronic fund transfer mode through RTGS/NEFT to the bank account of **National Science Centre Delhi**, details of which are as follows:

Name of the Account Holder	NATIONAL SCIENCE CENTRE, DELHI
Account No.	2417101004100
Bank Name	CANARA BANK
Bank Address	6, Bhagwan Das Road, New Delhi
IFSC Code	CNRB0002417
MICR Code	110015045
Type of Account	Saving Account
Branch Code	2417
GST No.	07AAAAN2541C1Z5

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

- ii. Scanned copies for the proof of eligibility as per Clause No.1 (i), undertaking (**as per Annexure - I**) and specific WORK EXPERIENCE CERTIFICATES/CONTRACT EXECUTION CERTIFICATE along with **Work Order/Letter of Intent** issued by Govt./Semi-Govt./Autonomous/PSUs and/or Reputed Institution/Corporate bodies with appropriate Authority (**as per Annexure – III**) of the NIT in PDF format.
- iii. Scanned copy of undertaking (**as per Annexure-“I”**) duly signed with agency seal in PDF format which also includes the undertaking that “The physical EMD shall be deposited by us with the office of National Science Centre payable at Delhi calling the bid before the bid opening otherwise the tender/bid shall be rejected.
- iv. Scanned copies of Trade License, PAN Card, AADHAR Card, GSTIN Certificate and Income Tax Returns for last three years in PDF format.

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- v. Scanned copy of the filled in form of details of information of the agency/ bidder (**As per Annexure – IV**)
- b) **FINANCIAL BID ENVELOPE** shall contain the Rate Quote Sheet in .XLS format (Ref. document is available at **Annexure – A**)
Note: Rate to be quoted separately against individual museum/centre.

10. E-Tenders which do not fulfil any of the above conditions or are incomplete in any respect are liable to be summarily rejected.

11. The authority/Licensor does not bind itself to accept the highest e-tender/bid and has the right to reject or accept any or all the e-tenders/bids received, without assigning any reason whatsoever.
12. Canvassing in connection with e-tenders/bids is strictly prohibited and the e-tenders/bids submitted by the tenderes/bidders that resort to canvassing will be liable to rejection on that ground alone.
13. E-tenders incorporating **additional conditions** are liable to be **rejected**.
14. The tenderer(s) **must declare** in writing that neither he nor any of their Directors/Partners, are in anyway, related to any officer/officil in National Council of Science Museums, Kolkata or any of its constituent units as per the format given in **Annexure – I**.
15. Apart from GST as specified above any other tax in respect of this contract shall be remitted as pe the applicable rates that may be prescribe by the GoI from time to time.
16. For the purpose of opening of the e-tenders/bids as described in Clause 9(a) of the e-NIT, it is clarified that the **Technical Bid** will be opened only on **receiving the DD in original towards EMD at NSCD, together with duly signed and stamped copy of the e-tender document and other credentials on or before 14.08.2023**. After the authority of NSCD, is satisfied that the documents in the Technical Bid are in order, the **FINANCIAL BID** shall be opened subsequently by the duly constituted committee of he NSCD.
17. It may be noted that **TECHNICAL BID** which are not found in order as per the requirement of NSCD shall be **summarily rejected**.
18. Earnest Money is liable to be forfeited if the succesfull e-tenderer/bidder selected for “Running the Souvenir/Gift Corners for selling articles of interest at NSCD/RSCL/KPSCK” fails to take up the work and sign the formal agreement withing 07 days from the date of issue of Award of License to them by the National Science Centre, Delhi.
19. The successful tenderer will be awarded the work for “Operation of the Souvenir/Gift Corners for selling articles of interest at NSCD/RSCL/KPSC situated inside the premises of the centres” and given stipulated time which shall be counted from the date of issue of the Award of License. During this intervening period, the successful tenderer shall mobilise their men, material and resources for commencing the required services.
20. The validity period of the e-tender shall be 03 (Three) months from the date of opening of e-tenders. This period may be extended suitably if the decision regarding issue of Letter of Intent is delayed for any reason.

National Science Centre, Delhi
(National Council of Science Museums)
Ministry of Culture, Government of India
Near Pragati Maidan Gate No – 4,
New Delhi – 110001

Appendix to E-NIT

SUMMARY OF CONDITIONS OF CONTRACT

Tenure of the Contract	: Initially for a period of one year. The contract may be renewed on year-to-year basis for a maximum period of 03 years on increase of license fee by 10% at the discretion of the authorities of National Science Centre, Delhi.
Earnest Money to be deposited with the e-tender	: ₹5,000/-
SECURITY DEPOSIT / RETENTION MONEY	: Minimum 10% of the annual License Fee of the Contract.

National Science Centre, Delhi
(National Council of Science Museums)
Ministry of Culture, Government of India
Near Pragati Maidan Gate No – 4,
New Delhi – 110002

CONTRACT FOR OPERATION OF SOUVENIR/GIFT CORNERS

AT

- 1. NATIONAL SCIENCE CENTRE, DELHI**
- 2. REGIONAL SCIENCE CITY, LUCKNOW**
- 3. KURUKSHETRA PANORAMA & SCIENCE CENTRE,
KURUKSHETRA**

NSCD/18011/E-Tender -20 /2023-24

General Terms & Conditions of Contract

1. National Science Centre, Delhi will permit the licensee to use a space in the Centre building or in open space having 10 sq. mtr. (approx.) area in each Centre owned and occupied by the Centre as Souvenir/Gift Corner more specifically described in the schedule of Agreement/Deed of Lease.
2. The licensee shall pay in advance to National Science Centre, Delhi the following non-refundable licensee fees for Rs.....(name of Centre and respective amount of license fee to be mentioned clearly and separately) annually for such use and facilities provided for, more fully described in the Schedule of Agreement and also pay for the electricity and for this purpose a separate energy meter will be provided. However, in the absence of such meter, the licensee will have to pay electricity charges at a rate mutually agreed and calculated on the basis of average consumption. The electricity that will be supplied to the licensee from the licensor's source for which the licensor shall take reasonable care to maintain adequate supply but the licensor shall not be liable for any damage or loss which may be caused by any deficiency in electric supply and the licensee will not be entitled to any remission or compensation for such damage.
3. The license will be valid for 3 years subject to satisfactory operation as per the agreed terms and conditions; this agreement is liable to be cancelled at any time if the licensee fails to abide by the agreed terms and conditions.
4. The licensee will not use this aid space and facilities provided for specifically for the purpose of Souvenir/Gift Corner on leave and license basis in NSCD/RSCL/KPSCK situated inside the premises of the centre for any purpose other than the purposes specifically agreed upon. The licensee shall not sublet this contract either partly or in whole by any means whatsoever. The Licensee shall sell through the "Souvenir/Gift Corner" articles of interest to the visiting public and student community namely:
 - a) Educational games and toys;
 - b) Books on Science & Technology;
 - c) Scientific periodicals & magazines;

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- d) Educational cassettes/CDs;
 - e) Photo cards, sticker labels, stationery items, posters, charts, slides etc.;
 - f) Scientific kits, e.g. Sundials, periscopes, telescopes, miniature telescopes and microscopes, Compasses, Gyro, Kaleidoscope, magnets, lenses, Gyro models, ready to assemble kits, circuits etc.;
 - g) Biological models, specimens, slides etc.;
 - h) Scientific and technical curios explaining principles of science;
 - i) Geological specimens;
 - j) Science apparatus;
 - k) T-shirts, caps or other souvenirs on Science Centre
5. The Licensee shall not store any inflammable/explosive material within or outside the premises of the Souvenir/Gift Corner.
 6. The Licensee or any of his/her sales person shall not sell pan, panmasala, tobacco or alcoholic drink within the premises of the Centre.
 7. The licensee shall store and display the Souvenir/Gift items in a very attractive manner. The required storage almirahs and display cabinets have to be provided by the Licensee at his own cost.
 8. The Souvenir/Gift Corner shall be put up by the licensee in the area earmarked in the premises of the Centre from his own money. The size of the area allowed is 10 sq. mtr. (approx.). The area should be maintained in good condition. The area shall be provided only with basic lighting & ceiling fans.
 9. Souvenir/Gift Corner items shall be made available to the visitors by the Licensee at prices not exceeding the normal retail price prevailing in the market.
 10. The cost of leave & license agreement shall be borne by the Licensee.
 11. Souvenir/Gift Corner shall be put up by the Licensee at his own cost and shall be dismantled and removed within seven days of closure of the period of licence or on termination of Licence without damaging the site and the Licensee shall hand over peaceful vacant possession of the areas, as licensed out, to the Licensor.
 12. All the taxes, assessments and outgoings payable from time to time to the Government Departments shall be paid by the licensee. License, if any required, should be taken at his own cost. The Centre will not arrange or assist for the same.
 13. The Licensee shall maintain adequate fire-fighting arrangements within the Souvenir/Gift Corner area in order to be able to combat any fire emanating from the stall allotted to them. In the event of any damage or loss to any property

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whatsoever of the Centre due to negligence and/or non-compliance of the fire regulations by the Licensee, the same shall be compensated by the Licensee suitably as determined by the Licensor.

14. The establishment of the licensee shall be separate from the establishment of the Centre for all purposes and in all respects and in no case any kind of liability of the licensee will be borne or shared by the Centre. The licensee shall be responsible for indemnifying the licensor for any such past, present or future liabilities.
15. The licensee shall not erect or install any temporary structure of fixture inside the Souvenir/Gift Corner premises or outside it, without specific written approval of the licensor.
16. In respect of all persons engaged for running the Souvenir/Gift Corner directly or indirectly by the Licensee or under the licensee, the licensee shall be considered as their employer and the licensee shall also be considered as Principal Employer as per Contract Labour Regulation Act. The successful Licensee shall pay not less than fair wages and shall abide by all and every kind of legislation that are incidental to a concerned with such deployment of persons for the time being for running the Souvenir/Gift Corner.
17. The licensee shall duly observe at all times the provision of the Employment of Children Act and any other enactment made in this regard.
18. The licensee, for the purpose of fulfilling his obligations may deploy his own employees as sales persons who must be medically fit with no contagious diseases, shall have good character and fit for work in the Souvenir/Gift Corner of the Centre, where high quality public service is expected. For such engagements, the licensee shall submit the names and credentials of his personnel duly certified by the local Police to the Licensor for approval for the sake of security of the Centre. The Licensor shall, on receiving such names from the Licensee, issue photo/passes to a specific number of employees of the Licensee who shall have free access to the Centre premises on production of such photo-passes. The passes shall be prominently displayed by the pass-holders while entering into and remaining within the Centre. All such passes shall be valid only for entry on official purposes and access of the Licensee and/or its authorized representative shall be restricted to the business area of the Licensee and not into any other area debarred by the Licensor.

The Licensee including all persons deployed or engaged by the Licensee in any manner shall abide by the security norms of the Centre shall be liable for scrutiny, physically or otherwise by the security personnel of the Centre. The licensee and all such persons and his staff shall not reside inside the campus.

19. The licensee is liable to pay compensation for any damage to the Centre's properties caused by him or his staff. The extent of such compensation shall be determined by the Licensor.
20. The personnel deployed by the Licensee within the Centre premises shall always wear clean uniforms, inscribing the names of the Licensee as well as the Licensor and shall deal with the visitors and officials of the Centre with polite and courteous behavior and shall maintain absolute integrity, failing which the erring staff of the licensee shall be withdrawn from the Centre premises forthwith on receiving a written complaint from the Licensor.
21. The licensee should not sublet the premises to others.

22. The successful licensee shall have to execute an Agreement/Deed of License (proforma for which is enclosed) within seven days from the date of order, giving acceptance of his tender and pay to the licensor 50% of the offered license fee within seven days from the date of such order and the balance amount within one month from the date of execution of this agreement. If the licensee fails to deposit the amount of license fee, his EMD shall be forfeited and the offer will be cancelled. The License fee for the 2nd year shall be paid by the Licensee to the Licensor, in advance, before the expiry of the first year license period.
23. The electricity charges shall be paid by the licensee to the Licensor on monthly basis, starting from immediate next month from execution of the agreement. Failure in payment of such charges within the first 10 days of the month will result in imposition of interest @ 1% of the bill value per week.
24. No compensation will be entertained for the loss of business on the days during which any repair works are undertaken in the Centre.
25. The Souvenir/Gift Corner will be kept open to the public during public hours of the Centre. The Centre is closed only on two days a year. The Centre is opened on Saturdays and Sundays in addition to week days.
26. The licensee shall have to start the operation of the Souvenir/Gift Corner in full swing within 30 days from the date of execution of the agreement.
27. The licensee shall have to deposit an additional sum equivalent to 10% of the licensee fee (Rs.....) only for the performance of entire tenure of three years as security deposit for the due and complete compliance of the provision of the terms and conditions and agreement. This deposit shall be made in bank draft and no interest will be paid on the deposit for the period the licensor retains it.
28. The licensee shall comply with all and every requirements of various statutory authorities for running the Souvenir/Gift Corner.
29. Provided nevertheless that this agreement may be terminated by either party giving to the other not less than three calendar months' notice in writing on that behalf without assigning any reason thereof, for which no damage or compensation shall be claimed by either party.
30. If the licensee makes default in payment of license fee or any sum for which licensee is liable to pay to the licensor, the licensee shall be liable to pay interest @ 18% compounding monthly from the date of default to that of actual payments.
31. The licensor may on violation of any of the terms and conditions of the Agreement/Deed of License may at his opinion determine the agreement at any time after 15 days clear notice and for such determination of agreement, the licensee will not be entitled to any remission, compensation or damage.
32. The licensee for any display in the nature of sign boards, display of rate list and like, shall commensurate with overall display of the Centre and only on specific approval in writing by the licensor. The specific spaces of the Centre where such display shall be made also require specific written permission of the licensor.

33. If any accident occurs in the course of currency of this contract, the licensee shall be fully responsible for the payment of compensation etc., as per the Workmen's Compensation Act or any other act/rules. The Centre will not be responsible for the same and will not be liable for consequences arising out of the same.
34. If any arrears arising out of this license, is due from the licensee after the completion of the license period termination or revocation of license, as the case may be, and if the licensee fails to remit the same on demand within a reasonable time specified, the same will be adjusted from the Security Deposit or refundable portion of it. If any other amount is still due, the same shall be arranged to be recovered from the licensee as arrears of paid revenue as per the Revenue Recovery Act.
35. If the licensee drops out before completion of the tenure, the Security Deposit and the license fee paid in advance will be forfeited and a fresh Leave & license will be arranged at his risk and cost.
36. The functioning of the Souvenir/Gift Corner should in no way interfere with the normal work of the Centre.
37. The name of the licensee shall be "Souvenir/Gift Corner" prominently displayed in Hindi, English and Regional Languages. The Corner shall be non-political in nature. The surrounding of the Corner should be kept clean. All rubbish and waste materials should be collected in a neat plastic bucket and disposed off at the place shown by the Officer of the Centre.
38. The Souvenir/Gift Corner should not be used for any political meeting or other purposes and no party flags or other flags should be displayed there.
39. The Licensor is not responsible for any damages to the products or structure of the Licensee due to electric power failure, theft, fire etc.
40. No compensation for any electrical faults in the Corner shall be paid by the Centre.
41. Internal electrical wiring to any extra lamps, fans to be done by the licensee with the approval of the Licensor.
42. Authority of National Science Centre Delhi reserves the right to accept or reject any or all the tenders, if necessary, without assigning any reason whatsoever.
43. The location of the Souvenir/Gift Counter will be decided by the Head of the Centre.

National Science Centre, Delhi
(National Council of Science Museums)
Ministry of Culture, Government of India
Near Pragati Maidan Gate No – 4,
New Delhi – 110002

**CONTRACT FOR OPERATION OF SOUVENIR/GIFT CORNERS
AT
NATIONAL SCIENCE CENTRE, DELHI**

NSCD/18011/E-Tender -20 /2023-24

INFORMATION SHEET FOR MAKING THE OFFER

1. No. of operating days in a year : **363 days (Except Holi and Diwali)**

2. No. of visitors to the Centre during last four years :

1. National Science Centre, Delhi

Year	Total Visitors	Working Days
2019-20	5,61,107	363
2020-21	73,609	(Covid Period)
2021-22	2,10,508	(Covid Period)
2022-23	8,59,838	363

Last 4 years' average visitors' statistics : 4,26,266

2. Regional Science City, Lucknow

Year	Total Visitors	Working Days
2019-20	3,47,919	363
2020-21	70,710	(Covid Period)
2021-22	1,59,663	(Covid Period)
2022-23	3,83,391	363

Last 4 years' average visitors' statistics : 2,40,421

3. Kurukshetra Panorama & Science Centre, Kurukshetra

Year	Total Visitors	Working Days
2019-20	6,08,256	363
2020-21	1,12,618	(Covid Period)
2021-22	3,84,792	(Covid Period)
2022-23	6,29,489	363

Last 4 years' average visitors' statistics : 4,33,789

Name of Work: For operation of souvenir / gift corners on leave and license basis

National Science Centre Delhi

PROFORMA OF A G R E E M E N T/ DEED

This Articles of Agreement made at Delhi thisday of between,... a unit of National Council of Science Museums (NCSM), a registered Society under the Societies' Registration Act of West Bengal, 1961, having its registered office at 19A, Gurusaday Road, Kolkata – 700 019 (hereinafter, referred to as the “LICENSOR” which expression unless repugnant to the context shall mean and include its successors, executors, administrators and assigns ON THE ONE PART.

And

.....(hereinafter referred to as “LICENSEE”, which expression shall, unless it be repugnant to the context, shall mean and include heirs, executors, administrators and assigns) ON THE OTHER PART.

WHEREAS the Licensee has offered and applied for grant of license for operating the Souvenir/Gift Corner at the premises of the Licensor in and its ...satellite units situated in over the space for which the Licensor is the owner and occupier as described in the first schedule as per the terms and conditions set out in the E-tender which is annexed hereto as well as the conditions agreed to hereinafter in this Agreement/Deed of License.

AND WHEREAS the Licensor hereby licenses and authorises the Licensee during short and specific tenure of continuance of the license to run the Souvenir/Gift Corner on the specified space provided for on the specific terms and conditions stated hereinafter this Agreement/Deed of License.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. In consideration of the payments to be made by the Licensee to the Licensor and subject to all the terms and conditions specifically stated in the e-tender which both the parties agreed to as the agreed terms and conditions forming a part of this Agreement/Deed of License.
2. The Licensee shall pay to the Licensor such sum as shall become payable at the time in the manner specified in the said terms and conditions.
3. That the Licensee has to bear the electricity charges over and above the payment of license fees specifically mentioned in the said terms and conditions.
4. The licensee shall during the continuance of this agreement/tenure of the license be allowed to enter upon such premises of the Museum/Centres building as the authority of the Licensor of the respective Museum/Centres may authorize for the purpose of running the Souvenir/Gift Corner for sale of the items specified in the e-tender to the visitors during the specified working hours.
5. The Licensee hereby agrees to obtain all licenses/permission from the appropriate authorities which he is required by law to obtain and renew such licenses/permission from time to time during the period of this license and at all times remain subjected to observance of the terms and conditions of such license/permission.
6. The Licensee shall for the purpose of fulfilling his obligation under this covenant deploy servants who will be of good character, medically and physically fit, well behaved and skilful in their performance apart from all other terms and conditions specifically agreed to.
7. The Licensee hereby agrees to indemnify the Licensor from and against all actions, claims and penalties which may be suffered by the Licensor on the part of Licensee, his servants and agents on any count whatsoever in any manner.

Name of Work: For operation of souvenir / gift corners on leave and license basis

8. This agreement comprises of running of a Souvenir/Gift Corner for sale of articles of interest to the visiting public and student community as specified in the e-tender and all subsidiary duties and services connected herewith for running the Souvenir/Gift Corner, even though the same may not be very specifically mentioned in the said terms and conditions.
9. Any disputes or differences whatsoever arising between parties out of this Agreement shall be resolved through mutual discussions. In case, the dispute is not resolved mutually, the matter shall be referred to the sole arbitration of a person to be appointed by the Director General, National Council of Science Museums. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the contract. The arbitration shall be in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.

1st Schedule : sq. mtrs. (approx.) built up area and room earmarked for Souvenir/Gift Corner and for storing the souvenirs in following Museum/Centre:

Sl. No.	Name of the Museum/Centre
a)	
b)	

2nd Schedule : Terms and conditions of the Tender.

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

Signed for and on behalf of the Licensor

Signed by the Licensee

Controller of Administration

(Name of the Party)

In presence of

In presence of

(1) _____

(1) _____

(2) _____

(2) _____

Name of Work: For operation of souvenir / gift corners on leave and license basis

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

DECLARATION -1

This is to certify that neither we/any of us/ are/is in anyway related to any employee of National Council of Science Museums, Kolkata, or any of its constituent units.

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

Date:

Place:

DECLARATION -2

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

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

Date:

Place:

UNDERTAKING

This is to certify that we have carefully gone through the terms and conditions given in the e-tender document & have clearly understood the terms & conditions of the tender and have accordingly quoted our Annual License Fee after going through all the details as per Annexure – to the E-NIT.

We hereby give an undertaking that we shall undertake the service by way of “Operating the Souvenir/Gift Corners for selling articles of interest at:

1. National Science Centre, Delhi situated in New Delhi
2. Regional Science City, Lucknow in Uttar Pradesh
3. Kurukshetra Panorama & Science Centre, Kurukshetra, Haryana

during the period of contract.

We also undertake that the physical **EMD** instrument shall be deposited by us with the office of **National Science Centre, Delhi**, on or before the specified date. Otherwise the National Science Centre, Delhi, shall reject the bid and debar us from further tendering in NCSM or its constituent units.

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

Date:

Place:

Annexure - II

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

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

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

Date:

Place:

Annexure – III

Certified that the agency has undertaken the similar services by way of operating the Souvenir/Gift Corners for selling articles of interest at the following Government department/autonomous institutions/public sector undertaking of the Government of India/other State Government or Public sector Bank or local bodies/Municipalities and Corporate Sectors during last five years:

SI.No	Name of the Office	Details of Service	Duration of Contract	Contract Value
a)				
b)				
c)				
d)				
e)				

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

Date :

Place :

**CONTRACT FOR OPERATION OF SOUVENIR/GIFT CORNERS
AT
NATIONAL SCIENCE CENTRE, DELHI
NSCD/18011/E-Tender -20 /2023-24
DETAILS OF INFORMATION OF THE AGENCY/ BIDDER**

(All information should be given in the following format with complete details)

1.	Name of the Agency	
2.	Permanent Postal Address (Full)	
3.	Telephone/Fax/E-mail Office Residence Mobile Fax E-mail Website	
4.	State whether Proprietorship/ Partnership/Company	
5.	Name and Address of Owner(s)/ Partner(s)/Director(s)	
6.	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 No	
	b) Trade License No. with validity	
	c) Permanent Account No.(PAN)	
	d) Aadhar No.	
	e) Provident Fund Registration No.	
	f) GST Registration No.	
7.	No. of Employees in the Office	
8.	No. of Employees employed at various facilities	
9.	a) Details of turnover in last four years (enclose copies of Balance Sheets for last 4 years) b) Bank Solvency Certificate [enclose copy of Certificate]	
10.	Enclose copies of Income-Tax Returns filed for the last 4 years	
11.	Furnish details of experience in providing services during last four years including the existing Contract. Use separate sheet for the information (Also enclose photocopies of work orders and experience certificates etc.):	

Name of Work: For operation of souvenir / gift corners on leave and license basis

S.No	Name & Address of the Organization where Souvenir/Gift Corner service is provided	Duration of the Contract		No. of Employees employed For that services	No. of persons/ visitors to whom such service is provided (per month)	Any other information
		From	To			
12	Indicate if any Court Case/ Arbitration Pending against the Agency. If so, details thereof may please be mentioned:					

Certified that the information furnished above are true to the best of my/our knowledge. It is hereby declared that I/we will abide by the decision of National Science Centre, Delhi for evaluation of technical bids of e-Tender.

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

Date:

Place :

N.B.: CSelf-attested copies of all credentials (mentioned in the information sheet of the agency) must be uploaded in “Cover-I” (Technical Bid), failing which, the Technical Bid is liable to be rejected

Name of Work: For operation of souvenir / gift corners on leave and license basis