

E-TENDER DOCUMENT

For

Renovation of Popular Science Gallery at Dhenkanal Science Centre, Odisha



**Ministry of Culture
Government of India**

**NATIONAL COUNCIL OF SCIENCE MUSEUMS
(MINISTRY OF CULTURE, GOVT. OF INDIA)
BLOCK-GN, SECTOR-V, BIDHAN NAGAR
KOLKATA – 700 091 INDIA**

INSTRUCTIONS TO THE CONTRACTORS/BIDDERS FOR THE E-SUBMISSION OF THE BIDS ONLINE THROUGH TENDER SITE

<https://eprocure.gov.in/eprocure/app>

This tender document has been published on the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the 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) 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 Enroll" on the CPP Portal. Enrolment is free of Charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) 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 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 a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) 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

- 1) There are various search options built in the CPP Portal, to facilitate 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 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 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 bidders through SMS / e-mail in case there is any corrigendum issued to the 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) Bidder 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 content of each of the document that need to be submitted.
- 2) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 3) To avoid the time and effort 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 bidders. 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 a bid, 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) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the Tender Fee & EMD and enter details of DD/any other accepted instrument.
- 4) Bidder should prepare the TENDER FEE & EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date and time of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the tender documents.
- 5) Scanned copy and the data entered during bid submission time otherwise the Tender will be summarily rejected.
- 6) The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 7) 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 BoQ format (BoQ_xxxx.xls) with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the **green colored (unprotected)** cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected. In e-Tendering, intending bidder can quote his rate in figures only. The rate in words, amount of each item and total is generated automatically. Therefore, the rate quoted by the bidder in figures shall be taken as correct. The Comparative Statement is also generated automatically. The Comparative statement and rate quoted by each bidder shall be downloaded. **The manual calculation check of bids and comparative statement shall be final. In case, any discrepancy is noticed, the decision of appropriate NCSM authority shall be final and binding.**
- 8) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission. The bidders are requested to submit the bids through online e-tendering system to the **Tender Inviting Authority (TIA)** well before the bid submission end date & time (as per Server System Clock).
- 9) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized person 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.
- 10) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 11) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

- 12) The 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 bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the **Tender Inviting Authority(TIA), Director (CRTL.), National Council of Science Museums, Block-33/GN, Sec-V, Salt Lake, Kolkata- 700 091** or may call us on **033 – 23579347/0850/5545** or Email at.: **sciencecentre@ncsm.gov.in**
- 2) 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. The contact number for the helpdesk is **1800-3070-2232**.

Any correspondence with reference to this bid, bidder will only take cognizance to communication/information made in official e-mail/ CPPP portal/NCSM website. **No repeat, No cognizance** may be taken to other means of communication/ SMS messages from any other sources.

Clarification in Public Interest

National Council of Science Museum's (NCSM's): Tender Process

It has been brought to our attention that certain unscrupulous elements are sending out false SMS/WhatsApp purporting to be from "NCSM"/"Executive Administrator, NCSM". The SMS/WhatsApp ask to deposit a certain amount as Mandatory Bid Fees/ charges etc. towards Procurement of various materials/services for different project of NCSM/CRTL. The SMS/WhatsApp are falsely stated to be from "NCSM"/" Executive Administrator, NCSM".

NCSM has not sent out any such SMS/WhatsApp. Please note that NCSM, as a policy, does not ask for any money other than Bid security deposit (EMD). The application fees to be deposited through payment gateway while submitting the tender online or through Demand Draft while submitting Tender fees on offline mode.

These communications carry the tender ID or domain name of NCSM. National Council of Science Museums (NCSM) to make it look authentic. NCSM is taking appropriate steps to tackle the issue.

As a vigilant supplier/ tenderer/ firm, please look out for the following pointers to identify the fraudulent SMS/WhatsApp:

- NCSM does not ask for any money from the Supplier /tenderer/ firm at any stage of the procurement process other than applicable Bid Security Deposit (EMD) to be paid through NCSM's payment gateway online or through Demand Draft while submitting the bid security on offline mode.
- A fraudulent SMS/WhatsApp may mention the Bank account number of an individual. The account details would be given upon calling up on the number mentioned in the fraudulent SMS/WhatsApp. In any case the Bank account would not be in the name of "NCSM".

We advise Seller /tenderer/ firm not to respond to any fraudulent SMS/WhatsApp /telephone calls and not to make any payments to any person.

In case of any doubt, please contact on NCSM's Tel. No.033-2357-9347

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**NOTICE INVITING TENDER
(ONLINE)**

Ref. No. I-15014/11(4)/26-27

Date: 19.05.2026

1. **National Council of Science Museums (NCSM)**, an autonomous organisation under the Ministry of Culture, Govt. of India, is the apex body of Science Centres in India.
2. Online e-tender (Percentage Rate Bid) are hereby invited from reputed and experienced Engineering/Technical contractors capable of carrying out the work of “**Renovation of Popular Science Gallery at Dhenkanal Science Centre, Odisha**” with excellent finishing quality. Documents are to be submitted online to the Central Public Procurement Portal website <https://eprocure.gov.in/eprocure/app>, before the prescribed date & time, using the valid Digital Signature certificate (DSC) obtained from the authorized agencies of NIC & valid GST registration no.
3. Above work primarily comprises of Painting work, Concrete work, Flooring work, Aluminum windows work & Granite work etc (refer tender BOQ)
4. The place of work would be at: **Dhenkanal Science Centre, Main Rd, Near Rajbati, Dhenkanal, Odisha 759001**

Important Information & Dates:

Estimated cost of work	Rs. 13,91,827/- (inclusive of GST & LWC)
EMD	Rs. 35,000/-
Period of completion	90 (Ninety) Days
Bid Document Published Date	19.05.2026 at 5:00 PM
Bid Document Download Start Date	19.05.2026 at 5:00 PM
Bid Document Download End Date	09.06.2026 at 5:00 PM
Bid submission Start Date	19.05.2026 at 5:00 PM
Bid submission End Date	09.06.2026 at 5:00 PM
Bid Opening (Technical) Date	10.06.2026 at 5:00 PM
Address of Tender Inviting Authority	Director (CRTL.) National Council of Science Museums 33, Block- GN, Sec- V, Bidhan Nagar, Kolkata – 700 091

5. Time for carrying out the work will be **90 (Ninety) Days** from the date of issue of Letter of Intent.

6. **ELIGIBILITY CRITERIA:**

The agency must fulfil the criteria mentioned below and submit the documents in support of the following:

6.1 **Financial: -**

6.1.1 **Average Financial Turnover during the last 03 (three) years should be at least 30%** of the estimated cost put to tender during the immediate last three consecutive financial years.

6.2 **Technical (For Construction):-**

6.2.1 Registration/Empanelment with other Govt. Departments/Agencies, if any. Please provide proof of registration / empanelment.

6.2.2 The agency should have experience of having successfully executed **similar works** with Central / State Govt. Departments, PSUs, Autonomous Bodies, Reputed Private Sector (BSE /NSE listed), **during the last 07 (seven) years** ending previous day of last date of submission of tenders: -

3(three) similar completed works (at least one of them should be in Central Government / Central Autonomous Bodies/ State PWD/ Central Public Sector Undertakings), Reputed Private Sector (BSE /NSE listed) each costing not less than 40% of estimated cost.

OR

2(two) similar completed works (at least one of them should be in Central Government / Central Autonomous Bodies/ State PWD / Central Public Sector Undertakings), Reputed Private Sector (BSE /NSE listed) each costing not less than 60% of the estimated cost.

OR

1(one) similar completed works (at least one of them should be in Central Government / Central Autonomous Bodies/ State PWD / Central Public Sector Undertakings), Reputed Private Sector (BSE /NSE listed) of aggregate cost not less than 80% of the estimated cost.

7. The intending bidder must read the terms and conditions of NCSM carefully. He should only submit his bid if he considers himself eligible and if he is in possession of all the documents required.
8. Information and Instructions for bidders posted on website shall form part of bid document.
9. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed 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.
10. Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited e-Tender and Earnest Money Deposit and other documents scanned and uploaded are found in order.
11. Those contractors not registered on the website mentioned above, are required to get themselves registered beforehand.
12. The intending bidder must have valid Class II or Class III Certificates with signing key usage (DSC) to submit the bid.
13. The e-Tenders invited under two envelopes system, the first electronic envelope will be named as Technical Envelope & will contain documents of bidder's satisfying the eligibility conditions and 2nd electronic envelope will be named as Financial Envelope containing Rate Quote Sheet. The bidder shall submit **TECHNICAL BID ENVELOPE & FINANCIAL BID ENVELOPE** simultaneously. **The technical bids will be evaluated first and thereafter financial bids of eligible bidders only shall be opened.** These envelopes shall contain one set of the following documents:

a) **TECHNICAL BID ENVELOPE shall contain the following documents in .pdf format: -**

- i) Scanned copy of Demand Draft / Pay order or Banker`s Cheque of any Nationalised / Commercial Bank/ Online payment transfer receipt towards Earnest Money Deposit (EMD) @2.5% of the tender value in pdf format in favour of National Council of Science Museums payable at Kolkata. Details of Bank account is as under:

Name of the Account Holder	National Council of Science Museums
Account No.	164201000000491
IFSC Code	IOBA0001642
Branch	Salt Lake, Sector-V, Kolkata – 700091
Bank Name	Indian Overseas Bank

- ii) Scanned copy of Enlistment Order/Registration certificate with appropriate Authority as applicable in pdf format, if any.
- iii) Scanned copies of **WORK EXPERIENCE CERTIFICATES / COMPLETION CERTIFICATE** issued by Govt./ Semi-Govt./ Autonomous/ PSUs and/or Reputed Institution of requisite magnitude with appropriate Authority as per NIT in .pdf format and scanned copies of GST registration and PAN Card, ESI, EPF, and license for engagement of labourers from appropriate authority etc. in .pdf format.
- iv) Scanned copy of UNDERTAKING (as per Annexure – “A”) duly signed with company seal in .pdf format which also includes the undertaking that "The physical EMD (except in case of online payment of EMD) shall be deposited by me/us with the office of **NCSM** calling the bid before the bid opening date otherwise the department may reject the tender/bid and also take action to withdraw my/our enlistment/debar me/us from further tendering in NCSM or any of its constituent units."
- v) Affidavit as per Annexure “B”, Declaration of site visit as per Annexure “C” & Annexure “D” with in pdf format.
- vi) Tender Document in pdf format (TENDERXXXXX.pdf file) stamped or signed or digitally signed.
- vii) Relevant document for **Average Financial Turnover** on construction work which should be at least 30% of the value of the estimated cost put to tender during the immediate last 03 (three) consecutive financial years.
- viii) **Bank Solvency Certificate** of the amount equal to 40 % of the estimated cost put to Tender.
- ix) **Participation in the tender is invited only from Class-I local suppliers in conformity to GoI PPP-MII Order 2017 and Revision therein dated 19/07/2024.** Bids of all other classes of vendors / agencies are not liable to be considered for evaluation and will be summarily rejected. **The bid must be accompanied by a declaration and compliance certificate to this effect signed by competent / authorized person of the firm / suppliers in their letterhead without which the bids are liable to be rejected.**

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

- (i) Rate Quote Sheet (Percentage basis) in .xls format.

14. It may be noted that the Technical Bid Envelope which are not found in order will be rejected.
15. Tenders which do not fulfil any of the above conditions or are incomplete in any respect are liable for summary rejection.
16. The Museum/Centre does not bind itself to accept the lowest e-tender and reserves to itself the authority to reject or partially accept any or all the e-tenders, e-tendered items or schedules received without assigning any reason whatsoever.
17. Canvassing in connection with e-tenders is strictly prohibited and the e-tenders submitted by the e-tenderers who resort to canvassing will be liable for rejection on that ground alone.
18. All taxes including GST, labour cess, duties, etc on materials freight & transit Insurance F.O.R. site in respect of this contract will be payable by the successful tenderer. Nothing extra will be payable for increase in such taxes, duties, Labour Cess, etc even if imposed or levied either before or after the e-tenders are opened or during currency of contract.
19. Before submitting the e-tender, the tenderer shall examine all specifications, drawings, conditions of contract and inspect the site if necessary. The e-tender must be balanced in respect of individual items so that the rates quoted shall remain in force even if the quantities deviate before or during the execution of the work.
20. The successful e-tenderer selected for the work shall sign the formal agreement within 15 days from the date of issue of Letter of Intent to them by the Museum/Centre failing which the LOI for award of work is liable to be cancelled and EMD/Performance Security forfeited.
21. The selected e-tenderer will be issued a Letter of Intent by the Museum/Centre and given 15 days mobilisation time which shall be counted from the date of issue of the Letter of Intent. Within the mobilisation time the tenderer must scrutinise all the working drawings, CPM/PERT/BAR CHART, specifications, etc. and obtain clarifications from the Architect wherever necessary and submit a revised BAR CHART if required by the Museum/Centre. During the mobilisation time, the tenderer shall also mobilise all his resources including men and materials, obtain the supply of water and electricity necessary for construction, erect a temporary cement godown at site if necessary and Sign an Agreement with Museum/Centre in approved format at site and sign an Agreement with Museum/Centre in approved format on a non-judicial stamp paper of proper denomination. ***The date of commencement of work shall be the date of issue of Letter of Intent.***
22. **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 with mutual consent if the decision regarding issue of Letter of Intent is delayed for any reason.

Appendix to NIT

1. SUMMARY CONDITIONS OF CONTRACT

Defect Liability Period	:	One year from the date of completion as certified by the Museum/Centre.
Time for Completion	:	90 (Ninety) Days from the date of Letter of Intent as per NIT Clause 5 read with NIT Clause 21.
Minimum value of work for Interim Certificate	:	50 % of the tendered value or less at the discretion of the Museum/Centre but not more than one running bill in a month.
Earnest Money to be deposited with the tender	:	Rs. 35,000/- (being 2.5% of the estimated value of tender, rounded off to nearest thousand).
Liquidated damages for non-completion of work in time (Clause 39d of the general conditions of contract).	:	One percent per week of the total cost of the work awarded subject to a maximum of 10% of gross value of work done or cost of the work awarded whichever is greater.
Liquidated damages for insufficient progress of work (Clause 39c of the general conditions of Contract).	:	Half percent per week of the total cost of the work awarded subject to a maximum of 10% of gross value of work done or cost of the work awarded whichever is greater.

2. RETENTION MONEY FOR INTERIM PAYMENT

i) Performance Security/Guarantee	:	Total: - 10% as per the following detail 3% of tendered value (After adjusting EMD deposited with tender) to be deposited on award of work before signing of agreement through Demand Draft/Banker's cheque from any of the Commercial Bank / online bank transfer to be drawn or duly pledged as the case be, in favour of the NATIONAL COUNCIL OF SCIENCE MUSEUMS payable at KOLKATA .
ii) Security deposit	:	7% of the value of work done to be recovered from Bills so as to make up 10% of gross value of work done including Performance Guarantee.
Period of submitting final bill by the successful e- tenderer	:	3 months from the date of virtual completion.

FORMAT FOR LETTER OF INTENT*

(Mention file number)

Date.....

Sub: Letter of Intent for the work of

Dear Sirs,

With reference to your e-tender dated(and further clarification vide letter number dated) # it is intended to award the aforesaid work at the e-tendered amount of rs.....

(Value based on only items of work intended to be awarded for execution)

You are, therefore, requested to sign an agreement as per standard format already printed in the e-tender documents purchased by you while e-tendering for this job. For this purpose, you are requested to send us a non-judicial stamp paper of appropriate value for preparing the contract Agreement within a week from the date of this letter.

You may avail of 15 days mobilisation time from the date of issue of this letter of Intent for mobilising your men, materials and other necessary resources for the construction. During mobilisation period, you are requested to study all the drawings and designs annexed hereto and the Bar-Chart and obtain clarifications from the architect or this office immediately.

Please note that the work has to be completed within weeks/months in which mobilisation time period of 15 days is also included. The date of commencement of work would be reckoned as the date of issue of this letter (as per clause 21 of NIT).

Thanking you,

Yours faithfully,

Sd/-
CoA/Dy.CoA

*** To be issued by the Administrative officer of the parent Museum/Centre, viz, B.I.T.M, V.I.T.M., NSCM, N.S.C.D., C.R.T.L., Science City, even though the work is to be done in any RSC/SRSC/DSC.**

Letter of intent is to be issued in the letter head of the parent Museums/Centres and a Xerox copy is to be maintained as office copy on which signature of the authorised representative of the successful e-tenderer is to be obtained with date at the time of issue of original letter of intent. # Delete words within brackets if not applicable in specific case.

FORMAT FOR ARTICLES OF AGREEMENT

INSTRUCTIONS (not to be typed in Agreement)

(Articles of Agreement have to be typed on non-judicial stamp paper. The value of the stamp paper varies from state to state and is to be known from the particular place. The stamp paper will be purchased by the successful e-tenderer and the agreement may be typed by the Museum/Centre according to the format.)

ARTICLES OF AGREEMENT made at

.....
..... (Place)

this..... day of

..... (Date) (Month & Year)

between the

.....
..... (Name of the parent Museum/Centre)

(under the National Council of Science Museums, a Society registered under the Societies Registration Act of West Bengal, 1961), hereinafter referred to as the Museum/Centre which expression shall include its successors and assigns on the one part and.....

.....
..... (name of the successful e-tenderer)

trading in the name and style of

.....

.....
..... (Name and complete address of the successful e-tenderer)

hereinafter referred to as the successful e-tenderer which expression shall include his/their respective heirs, executors, administrators and assigns on the other part.

WHEREAS the Museum/Centre is desirous of getting the work of

.....

..... (Name of the work) therein done and has caused

Notice Inviting E-tender (Including appendix), drawings, schedule of quantities and specifications describing the work and conditions of contract to be prepared by.....

.....

.....
..... (Name and address of the Architect)

AND WHEREAS the said NIT (including appendix) drawings as per list attached, specifications and the priced schedule of quantities and conditions of contract have been signed by or on behalf of the parties hereto. AND whereas the Successful e-tenderer has deposited in online payment or Bank Draft a sum of Rupees
(exact amount in words)

the amount being 3% of tendered value (after adjusting EMD rounded off to the nearest thousand) with the Museum Centre as Initial Security/Performance Security for the due performance of this Agreement as provided in the said conditions. In the case of Bank Guarantee, the period of Bank Guarantee referred to being valid until the defect liability period as specified in e-tender and to be revalidated to required dates as demanded by the Museum/Centre if completion date is extended.

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

1. In consideration of the payments to be made to him as hereinafter provided the successful e-tenderer shall upon and subject to the conditions herein contained execute and complete the work within months from the date of issue of letter of intent (as defined under NIT clauses 5 and 21) and as per the said drawings and such further detailed drawings as may be furnished to him from time to time and described in the said specifications and the said priced schedule of quantities along with the progress of the building work.
2. The Museum/Centre shall pay to the successful e-tenderer such sum as shall become payable hereunder at the time and in the manner specified in the said conditions.

3. Time is the essence of this agreement and the successful e-tenderer shall proceed with the work, throughout the stipulated period of this contract, strictly according to the CPM/PERT/BAR CHART attached herewith and forming a part of this agreement. At any stage during execution, if any work lags behind the target as indicated in the CPM/PERT/BAR CHART for reasons directly attributable to the successful e-tenderer, he shall pay or allow the Museum/Centre to deduct from any money due to him a liquidated damage as per Clause 39 of the conditions of contract.
4. This agreement comprises the work above and all subsidiary works connected therewith, even though such works may not be shown on the drawings, or described in the said specifications or the priced Schedule of Quantities.
5. The Museum/Centre through the Engineer (As defined under clause 2 of General conditions of contract) reserves to itself the right of altering the drawings and of adding to or omitting any item of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall not vitiate this agreement.
6. All disputes and differences of any kind whatever except as excluded under Clause 2 of General Conditions of contract appended herewith, arising out of or in connection with the contract on the carrying out of works (Whether during the progress of the work or after their completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to arbitration as per Clause 44 of the said conditions of contract. In case of any legal dispute, other than the arbitration, the court of jurisdiction shall be at the place written in the first line of this agreement.

The provisions of the Arbitration & Reconciliation Act 1996 or any Statutory modification or re-enactment thereof and of the rules made there under for the time being in force shall apply to arbitration proceedings under this clause.

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

Signed by for and on behalf of the Museum/Centre

.....
(Administrative Officer)

In the presence of

1.

Seal

(Finance & Accounts Officer)

2.

(Project Co-coordinator/Engineer)

Signed by the said Successful e-tenderer

In the presence of

(1).....

Seal

(2).....

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Civil Works only

56. Cement & Steel **(Deleted)**
57. Regarding weight of materials supplied by the Museum/Centre **(Deleted)**
58. Return of Steel **(Deleted)**
59. Cement Consumption **(Deleted)**
60. Concealed R.C.C. Beams/Lintels
61. Projection
62. Drip Groove
63. Plastering on R.C.C. Surface
64. M.S. Reinforcement
65. Brick Work
66. Brick Work(s) Heights/Depths
67. Earth Work

GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATION

The terms as used in the e-tender documents and agreement and named hereunder shall have the meanings herein assigned to them except where the subject or context otherwise requires: -

“This agreement” shall comprise of the Articles of Agreement along with the Appendix, the Conditions of Contract, the Priced Schedule of Quantities, Specifications and Drawings and CPM/PERT/BAR CHART attached hereto and including those to which only a reference is made herein.

“Work” or “Works” shall mean all work or works defined by Bills of quantities, Drawings, Specifications and such other work or works as the successful e-tenderer may be entrusted with for carrying out under this agreement as per Clause 4 of the Articles of Agreement.

“Museum/Centre” shall mean under the National Council of Science Museums which shall include the person for the time being in management of the Society and its assigns.

“Engineer” shall mean the Curator or Technical Officer authorised as such by the Museum/Centre or in the event of his ceasing to be Engineer for the work such other firm or person as may be appointed by the Museum/Centre as Engineer for this work. (Further elaboration given in Clause 2 below):

“Successful e-tenderer” shall mean and shall include his/their respective heirs, executors, administrators and assigns.

“Site” shall mean the site of the construction works as shown on the site plan attached hereto including any buildings and erection thereon and any other land adjoining these to (Inclusive) as aforesaid allotted by the Museum/Centre for the use of successful e-tenderer.

“Act of Insolvency” shall mean any act of insolvency as defined by the Presidency towns Insolvency Act, or the Provincial Insolvency Act or any Amending Statute.

“Notice in Writing” or “Written Notice” shall mean a notice or communication in written, typed or printed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have received when in the ordinary course of post it would have been delivered. “Virtual Completion” shall mean that the works carried out are fit for occupation in every respect including removal of scaffolding, plant, surplus material and rubbish and cleaning of dirt from work and site.

Words imputing person include firms and corporations words imputing the singular only also include the plural and vice versa where the context so requires.

Short headlines are given to each Clause for convenience only and they will not limit the meaning or scope of the Clause in any way.

2. ENGINEER

The plans, agreement and documents above mentioned shall form the basis of this agreement and the decision of the said Engineer or the other Engineer for the time being as mentioned in the said conditions, in reference to all matters or dispute as to material and workmanship shall be final and binding on both the parties.

The term “Engineer” shall mean the firm or person(s) appointed by the Museum/Centre to superintend the work. He/They will receive his/their instruction for the work from the Museum/Centre.

The successful e-tenderer shall afford the said Engineer(s) every facility and assistance for examining the work and materials and for checking and measuring works and materials.

The Engineer or any Authorised Assistant of the Engineer shall have power to give notice to the successful e-tenderer or to his Supervisors of non-approval of any work, or materials, and such work shall be suspended or the use of such materials shall be discontinued. The work from time to time be examined by the Engineer or the Engineer’s Assistant but such examination shall not in any way exonerate the successful e-tenderer from the obligation to remedy any defects due to materials or workmanship not in accordance with the contract which may be found to exist at any stage of the work or may appear within the defects liability period mentioned in clause 20.

3. SCOPE OF THE CONTRACT

The successful e-tenderer shall carry out and complete the works in every respect in accordance with this contract and in accordance with the directions of the Engineer and to the satisfaction of the Engineer and the Museum/Centre. The Engineer may from time to time issue further drawings and/or written instructions, detailed directions and explanations in regard to :

- (a) The variation or modification of the design, quality or quantity of works for the addition or omissions or substitution of any work.
- (b) Any discrepancy in the drawings or between the schedule of quantities and/or drawing and/or specifications.
- (c) The removal from the site of any material brought therein by the successful e-tenderer and the substitution of any other materials there from.
- (d) The removal and/or re-execution of any works executed by the successful e-tenderer.
- (e) The dismissal from the works of any person employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects under Clause 20.

The successful e-tenderer shall comply with and duly execute any work comprised in such instructions, detailed directions and explanations, provided always that if the Engineer's instructions involved variations from the priced Schedule of Quantities, such instructions shall be issued by the Museum/Centre and the successful e-tenderer shall take the action stipulated in Clause 34.

If the work shown on any such further drawings or detailed drawings or that may be necessary to comply with any such instructions, directions, or explanations be in the opinion of the successful e-tenderer, extra to that comprised in or reasonably to be inferred from the contract he shall before proceeding with such work, give notice in writing to this effect to the Engineer, and in the event of his not doing so three days before the commencement of such work the successful e-tenderer shall not be entitled to any allowance in respect of any such extra work. But if such notice has been duly given and the Engineer and the successful e-tenderer, fail to agree as to whether or not there is any extra, then if the Engineer decides that the successful e-tenderer is to carry out the said work, the successful e-tenderer shall do so accordingly, and the question whether or not there is any extra and if so, the amount thereof shall failing agreement be settled by the Arbitration as provided in Clause 44 on a reference being made by the successful e-tenderer.

4. SCOPE OF WORK

Even if not specifically mentioned in the schedule of quantities, the successful e-tenderer shall be deemed to have allowed necessary material, labour, tools and plants etc. required for satisfactory completion of the items of work as indicated in drawings and description given in the specifications, which are attached herewith unless the item specifies labour only or otherwise. Rates quoted also apply for work in patches, strips, small or large areas, and for different shapes and in different sizes and in different planes (Horizontal/vertical or inclined).

5. INSPECTION OF SITE

The e-tenderer must visit site before giving e-tender and must get acquainted with the working conditions.

The e-tenderer shall examine all specifications, e-tender conditions and drawings before e-tendering for the works.

The e-tenderer shall obtain all information relating to local regulations, bye-laws, application of any and all laws relating to his work or profession. No additional claims shall be admissible on this account.

6. WATER, ELECTRICITY AND CEMENT GODOWN

The successful e-tenderer shall construct at the site at their own cost temporary cement go-down within the mobilisation time as described in NIT Clause 23, of appropriate size suitable for proper and safe storage of 3 months consumption of cement. They will also arrange at their own cost supply of water and electric power at site required by them for construction.

7. SUCCESSFUL E-TENDERER TO PROVIDE EVERYTHING NECESSARY

The successful e-tenderer shall provide everything necessary for the proper execution of the works according to the true intent and meaning of the drawings and specifications and bill of quantities taken together, whether the same may or may not be particularly shown on the drawings or described in the specifications or included in the bill of quantities, provided that the same is to be reasonably inferred there from and if he finds any discrepancy in the drawings, or between the drawings and specifications and bill of quantities, he shall immediately refer the same to the Engineer who shall decide which shall be followed. Figured dimensions shall be followed in reference to scale.

The Successful e-tenderer shall supply, fix and maintain at his cost during the execution of any works, all the necessary centering, scaffolding, staging, planking, timbering, shuttering, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required for the proper execution and protection of the public and the safety of any adjacent roads, streets, cellars, vaults, eaves, pavement, walls, houses, buildings and all erections, matters or thing, and they shall take down and remove any or all such centering, scaffolding, etc. as occasion shall require or when ordered to do so and shall fully reinstate and make good all matters and all things disturbed during the execution of the works to the satisfaction of the Engineer before a Virtual Completion Certificate is issued.

The Successful e-tenderer shall make his own arrangements for laying temporary water and electrical power lines including excavation if necessary so as not to cause any obstructions along locations approved by the Engineer. The water supply lines, hose pipes, electrical lines, underground or overhead etc. belonging to them should not cause damage to the property of the museum/centre including gardens, plants, flowers, hedges, flower pots in the Campus etc. Any expenditure incurred by the museum/centre due to damage so caused shall be debited to the Successful e-tenderer's account. It is their complete responsibility to ensure that the garden area and its approaches and other areas not allocated to them are not encroached upon by their men and materials. They have to provide a fence at their cost to confine the activities of construction, labour and materials, to the construction area as approved by the Engineer or his representative. The bitumen carpeted road in front of museum/centre's office, Science and Exhibits Laboratory, Stores and Workshop or garden paths and defined areas will not be allowed to be used by their labour, materials, trucks and other modes of transport system. Their labour is not allowed to use Campus grounds for baths, calls of nature etc.

The museum/centre shall on no account be responsible for the expenses incurred by the successful e-tenderer for hired ground or electric power or water obtained from elsewhere.

8. DRAWINGS, DESIGNS ETC.

Contract drawings are diagrammatic but shall be followed as closely as actual construction permits. Any deviations made shall be in conformity with the architectural and other service drawings.

Architectural drawings shall take precedence over electrical and other service drawings as to all dimensions.

Successful e-tenderer shall verify all dimensions at site and bring to the notice of the Engineer all discrepancies or deviations noticed. The Engineer's decision shall be final and binding.

All drawings issued by the Museum/Centre are the property of the Architects and shall not be lent, reproduced or used on any other works than intended without the written permission of the Architects.

Large size details and manufacturer's dimensions for materials to be incorporated shall take precedence over small scale drawings.

One complete set of drawing, specifications and schedule of quantities shall be furnished by the Engineer to the successful e-tenderer and the Engineer shall furnish, within such time as he may consider reasonable, one copy of any additional drawing which in his opinion may be necessary for the execution of any part of work. Such copies shall be kept on the works, and the Engineer and his representatives shall at all reasonable times have access to the same and they shall be returned to the Engineer by the successful e-tenderer before the issue of the certificate for the balance of this account under the contract.

Museum/Centre will make all efforts to give all drawings, designs, decision etc. from time to time and the successful e-tenderer shall make timely requests for the same. No claim whatsoever shall however be entertained for compensation for the delay in supply of drawings, designs, decisions, running payments, etc. from the Successful e-tenderer. Drawings shown at the time of issue of e-tenders and forming part of the contract shall indicate scope of work and drawings issued subsequently during the execution of work shall be deemed to be drawings elaborating the basic scheme. If any detailed drawings show an item for execution, which in the opinion of the successful e-tenderer is not covered under the items of the contract, he shall immediately refer it to the Engineer, for final decision. Decision of the Engineer as to whether it is an extra item or not or whether it is covered by contracts and if not what extra rate should be paid shall be final and binding on both the parties to the contract i.e. Museum/Centre and the Successful e-tenderer.

9. REFERENCE DRAWINGS & SHOP DRAWINGS

Reference Drawings

The Successful e-tenderer shall maintain one set of all drawings issued to him as reference drawing. These shall not be used at site.

All corrections, deviations and changes made at the site shall be shown on these reference drawings for incorporation in the completion drawings. All changes to be made shall be initiated by the Engineer.

Shop Drawings

The Successful e-tenderer at his own cost shall submit to the Engineer as well as to the Architect four copies of shop drawings related to structural steel work, Aluminium door/window, bar bending schedule, Electrical work, Air conditioning work etc. for approval.

10. SCHEDULE OF RATES AND SPECIFICATIONS

Specifications as attached herewith shall be applicable. However, the e-tenderer shall include in his rates all such items of work which are not specifically included in the e-tender schedule but are required to be executed to complete the works in accordance with the drawings, specifications etc. The Museum/Centre is not bound to follow the practice and mode of measurements followed by other departments.

11. ERROR IN SCHEDULE OF QUANTITIES, IF ANY

Should any error appear in the bill of quantities, other than the E-tenderer's prices and calculation, it shall be rectified by the Engineer after informing the Museum/Centre. Such variation shall constitute a deviation of the contract and shall be dealt with as hereinafter provided.

12. NOMENCLATURE OF ITEM

Nomenclatures of the items of works mentioned in the priced schedule are only a brief description of the work. The work shall have to be executed in accordance with the specifications for the work to the satisfaction of the Engineer of the work. Any omission in description will not absolve the successful e-tenderer from his responsibilities to complete the work in a satisfactory manner.

13. METRIC UNITS

The bills of quantity indicate the unit of Metric system. The mode of measurement of different items of work shall be as per details contained in specification and special conditions, with the equivalent of the units mentioned therein in Metric System.

14. CPWD/PWD SPECIFICATIONS AND I S CODES

CPWD/PWD specifications & relevant I.S. Code of practice shall be applicable, for all items of work.

15. ORDER OF PRECEDENCE

If any discrepancy is noticed between the conditions and specifications, drawing etc. the following would be the order of precedence:

- (a) Schedule of Quantities.
- (b) Notice Inviting E-tender (NIT)
- (c) General Conditions of Contract (GCC)
- (d) Drawings and notes thereon.
- (e) Specifications for General Building (civil works) Sanitary and Plumbing, Electrical Installation, Air-conditioning, Acoustic Treatment, Furniture making and/or Wood Panelling, Elevators and Escalators, etc.
- (f) CPWD/PWD Specifications & I.S. codes.

16. SETTING OUT WORK ETC.

- (a) The successful e-tenderer at his own expense shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time any error shall appear during the progress of any part of the work, the Successful e-tenderer shall at his own expense rectify such error if called upon to the satisfaction of the Engineer.

- (b) All soil, filth, or other matter of an offensive nature taken out of any trench, sewer, drains, cesspool or any other place shall not be deposited on the surface, but shall be at once carted away by the Successful e-tenderer to some pit or place to be provided by him.

17. MATERIALS

All materials used for this work shall be conforming to the Specifications.

As far as practicable materials shall conform to the latest Indian Standards as amended upto-date. All materials used on the project shall be approved by the Engineer before use.

Successful e-tenderer may be required to purchase such materials of particular make or from a particular source if in the opinion of Engineer the same is necessary and is required for the proper and reasonable compliance of the specifications and in the interest of better quality of work. The fittings and accessories to be used in the work shall be presented for approval well in advance. Approved fittings shall be kept in the office of the Engineer in a mounted lockable board, to be approved by the successful e-tenderer.

(a) Storage of Materials

All materials shall be stored in a proper manner protected from natural elements so as to avoid contamination and deterioration.

Successful e-tenderer's store shall be open to inspection by the Engineer at all reasonable hours

Locations of stores and storage yards shall be approved by the Engineer prior to construction or occupation.

Successful e-tenderer shall take adequate protection of the materials against fire and other calamities.

All watch and ward staff for his work shall be appointed and maintained by the Successful e-tenderer at his own expense.

b. Inspection and Testing of Materials

The Successful e-tenderer at his own expense shall make all necessary arrangements for carrying out tests on materials as required by the Engineer. He shall also be required to produce manufacturer's test certificates for the materials supplied by him whenever required by the Engineer. The tests carried out shall be as per the relevant Indian Standards in approved laboratories. The Museum/Centre reserves the right to appoint the testing authorities.

18. FAULTY MATERIALS AND WORK

- (a) The Engineer shall during the progress of the work has power to order in writing from time to time the removal from the work, within such reasonable time or times as may be specified in the order, to any materials and/or Workmanship which in the opinion of the Engineer are not in accordance with the specifications or the instructions of the Engineer. The substitution of proper materials or any workmanship and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions shall have to be forthwith carried out by the Successful e-tenderer at his own cost upon receiving such order. In case of default on the part of the Successful e-tenderer to carry out such order the Museum/Centre shall have the power to employ any other person to carry out the same and all the expenses consequent thereon or incidental thereto shall be borne by the Successful e-tenderer and shall be recovered from them by the Museum/Centre from any money due to or that may become due to the Successful e-tenderer or from the amount of retention money.
- (b) In lieu of rectifying the work not done in accordance with the contract the Engineer may, with the consent of the Museum/Centre allow such work to remain, and in that case may make allowance for the difference in value together with such further allowance for damage to the Museum/Centre as in their opinion may be reasonable.

Provided always that nothing in this clause shall relieve the Successful e-tenderer from his liability to execute the works in all respect in accordance with those terms and upon and subject to the conditions of this contract or from his liability to make good all defects.

19. ACCESS

The Museum/Centre or its representatives shall at all reasonable time have free access to the works and/or to the workshops factories or other places where materials are being prepared or constructed for the contract and also to any place where materials are lying or from which they are being obtained and the Successful e-tenderer shall give every facility to them for inspection, examination and testing of the materials and workmanship. Except the representative of Public Authorities and those mentioned above, no person shall be allowed on the works at any time without the prior written permission of the Engineer or the Museum/Centre.

If any work is to be done at a place other than the site of works the Successful e-tenderer shall obtain prior written permission of the Engineer for doing so.

20. DEFECT LIABILITY PERIOD AND DEFECTS AFTER COMPLETION

Defect Liability, Period shall be one year from the date of virtual completion of work, as certified by the Museum/Centre. Any defect, shrinkage or other faults, which may appear within the defect liability period, in the opinion of the Engineer, arising from materials or workmanship not in accordance with the contract or from failure to take due precautions, shall upon the directions in writing of the engineer and within such reasonable time as shall be specified therein be amended and made good by the Successful e-tenderer at his own cost. In case of default, the Museum/Centre may employ and pay any other person/person to amend and make good such defect, shrinkage or other faults and all damage, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Successful e-tenderer.

Such damage, loss and expenses shall be recoverable from the Successful e-tenderer by the Museum/Centre or may be deducted by them from any money due or that may become due to the Successful e-tenderer. The Museum/Centre may also in lieu of such amendments deduct from any money due to the Successful e-tenderer, a sum to be determined by the Engineer equivalent to the cost of amending such works, and in the event of the amount retained under Clause 32 (the amount held as retention money) being insufficient, recover the balance from the Successful e-tenderer, together with expenses the Museum/Centre may have incurred in connection therewith. The Successful e-tenderer shall remain liable under the provisions of this clause notwithstanding the signing by the Engineer of any certificate or the passing of any bills.

21. OPENING OF WORK

- (a) All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the supervision of the Museum/Centre, Engineer or their representatives.
- (b) The Successful e-tenderer shall notify the Engineer in writing immediately after the trenches or excavations, as shown in the drawings, are executed or as soon as any ground is cut into which from unexpected causes, appears to need immediate attention. After notifying the Engineer he shall await instructions which shall be given within seven days of receipt of such notice. If the Successful e-tenderer puts in, any part of the foundations before he has notified the Engineer and received instructions, he shall be liable to reinstate all work that may subsequently at any time, be damaged on account of any defect or insufficient foundations. The Successful e-tenderer shall at the request of the Engineer, within such time as indicated by the Engineer, shall open up for inspection any other work and should the Successful e-tenderer refuse or neglect to comply with such request, the Museum/Centre through the Engineer may employ other workmen to open up the same. If the work has been covered up in contravention of Engineer's instructions, or if on being opened up, be found not in accordance with the drawings and specifications or the instructions of the Engineer, the expenses of opening up and covering it up again, whether done by the Successful e-tenderer or such other workmen shall be borne by or be recoverable from the Successful e-tenderer or may be deducted from any money due or which may become due to the Successful e-tenderer or from the amount held as retention money. If the work has not been covered up in contravention of such instructions, and be found in accordance with said drawings and specifications or instructions, the expenses aforesaid shall be borne by the Museum/Centre and shall be added to the contract sum provided always that in the case of foundations or of any other urgent work so opened up and requiring immediate attention, the Engineer shall within seven days after receipt of written notice from the Successful e-tenderer that the Work has been so opened, make or cause to make the inspection thereof and at the expiration of such time if such inspection shall not so have been made, the Successful e-tenderer may cover the same and shall not be required to open it up again, except at the expense of the Museum/Centre.

22. WORK IN SUBSOIL WATER/RAIN WATER/WATER

If during execution of work, sub-soil water is met with, or water enters the working space due to rains or any other cause, the Successful e-tenderer shall do dewatering using pumps or manual labour and also carry out additional work consequent thereupon, including shoring, strutting, work in liquid mud, sludge etc. without extra payment.

23. HEIGHTS

Successful e-tenderer's rates shall include lifts upto all heights given in drawings or as required during execution. They should satisfy themselves for correctness and allow for variation if necessary. Nothing extra will be paid for additional lifts except where special items for lifts exist in schedule. E-tenderer shall include in his e-tender rates allowance for works at extra heights required for double or multiple staging, tall centering, scaffolding etc. for all items including extra labour if any. If any deviation from the contract drawings in respect of height is noticed by the e-tenderer in any subsequent working drawing issued to him during continuance of the works that must be brought to the notice of the Engineer (in writing) sufficiently before commencing execution of the work. The decision of the Engineer as to whether this will be an extra item or not or whether the Successful e-tenderer is entitled to get any extra payment or not for execution of this extra height will be final and binding.

24. SCAFFOLDING, CENTERING & SHUTTERING

The Successful e-tenderer shall use external scaffolding to ensure true line in vertical and horizontal planes. Centering, shuttering and scaffolding required for execution of this work may vary from single floor height to multifloor heights, which may require multiple staging, scaffolding, centering and shuttering. Since the payments will be made to the successful e-tenderer at net quoted rates, irrespective of the heights involved the e-tenderers must see and study the drawings carefully before e-tendering their rates.

25. GLAZING

If glass of required thickness is not available in the market the successful e-tenderer shall have to use next higher thickness available without any extra payment. Rate for glazing shall include for providing and fixing either clear or frosted glass as shown in drawings or as directed by the Engineer.

26. WOOD WORK

Sizes mentioned in schedule of quantity or in drawings are the finished sizes. Successful e-tenderer shall allow necessary increase in sizes for planning required. In case the sizes of wooden members fixed are less than the one shown in the drawing schedule of quantity allowing for tolerance, payment will be made for actual size used at site. The rate quoted shall also include the allowance for curved or tapered or any other shape of the wooden member.

Wherever the wooden member abuts against masonry/RCC work, all the unexposed surfaces of wood work shall be required to be treated with two coats of suitable ant termite paint. E-tenderer's rates shall include application of two coats of ant termite paint.

27. SITE CLEARANCE AND CLEAN UP

The Successful e-tenderer shall, from time to time clear away all debris and excess materials accumulated at the site.

After all fixtures, equipment and appliances have been installed and commissioned, they shall clean up the same and remove all plaster, paints, stains, stickers and other foreign matter of discolouration leaving the construction in ready to use condition.

On completion of all works they shall demolish all temporary storages put up by them, remove all surplus materials and leave the site in a broom clean condition.

28. RATES

The rates quoted by the Successful e-tenderer shall be paid at net rates. He should include in his rates allowance for increase or decrease in the prices due to market fluctuation. He shall not be entitled to any separate amount on account of GST, other taxes, labour cess or any other cess, duties, etc., which are in force or will be enforced or enhanced by Government or local bodies during contract period or after e-tendering. Accepted e-tender rates shall not be changed due to changes in wages of labour either.

29. QUANTITIES

All the quantities given in schedule of quantities are provisional.

The e-tenderers shall be deemed to have given Balanced Rates for each item, irrespective of the quantities given. Also irrespective of variation in quantities to any extent the e-tenderer shall be paid at accepted contract rates only. Museum/Centre reserves the right to increase or decrease quantities to any extent

30. ESCALATION CLAUSE

(This clause is deleted & not applicable for this tender)

31. SECURED ADVANCE

(This clause is deleted & not applicable for this tender)

32. RETENTION OF MONEY

This shall mean and be 10% of the total gross value of the work as paid for against this contract including the performance guarantee and the amount which shall be recovered from the running bills. In case of termination of contract, this retention money shall be forfeited and amount necessary to make up this amount shall be recovered from the money due to the successful tenderer under this contract, or any other contract.

Note: - EMD and Performance Guarantee deposited in other modes than online transfer, has to be drawn in favour of the NATIONAL COUNCIL OF SCIENCE MUSEUMS payable at KOLKATA

33. AUTHORITIES, NOTICES AND PATENTS

The successful e-tenderer shall confirm to the provision of any Act of the Legislature relating to the works, the Regulations and Bye-Laws of any corporations and of any electric and other Companies and/or authorities with whose systems the structure is proposed to be connected, and shall, before making any variation from the drawings or specifications that may be necessitated by so conforming, give to the Engineer written notice, specifying the variation proposed to be made, and the reason for making it, and apply for instructions thereon. If compliance with this clause involves any extra work not included in this contract, he shall specify these items of work and the allowance or extra payment required on their account. In case he shall not, within seven days, received such instructions, shall proceed with the work, conforming to the provision and/or regulation of bye-laws in question.

The amount claimed as an extra or whether there is an extra or not shall be decided by the Engineer and will be subject to arbitration clause if so required.

The successful e-tenderer give all notices required by the said regulations or bye-laws to be given to any authority and pay to such authority or to any public office all fees that may be properly chargeable in respect of the works and lodge the receipts with the bill.

The successful e-tenderer shall indemnify the Museum/Centre against all claims in respect of patent rights, and shall defend all action arising from such claims and shall himself pay all royalties, licence fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

34. DEVIATIONS

The successful e-tenderer may when authorise and when directed, in writing by the Engineer with the approval of the Museum/Centre add or omit or vary the works shown upon the drawings, or described in the specifications, or included the bill of quantities, but they shall make no addition, omission or variation without such authorisation or direction. A verbal authority direction by the Engineer shall, if confirmed by him in writing within seven days, be deemed to have been given in writing.

No claim for an extra shall be allowed unless it shall have been executed under the provisions of Clause 33 or by the authority of the Engineer with the concurrence of the Museum/Centre as therein mentioned. Any such extra if herein referred to, as an authorised extra shall be governed by Clause 35. No variation i.e. additions or substitutions shall vitiate the contract.

35. PRICE FOR DEVIATIONS

Deviations shall be valued at the net rates contained in the E-tenderers' original e-tender or where the same may not apply direct at rates analogous to the prices therein contained. If the altered, additional or substituted work included any class of work for which no rate is specified in the contract, then the Successful e-tenderer shall within seven days of the date of receipt of the order to carry out the work, inform the Engineer with a copy to the Museum/Centre the rate which he intends to charge for such class of work with proper analysis. In the event of his not doing so, within a reasonable time before the commencement of such work, he shall not be entitled to any allowance or payment in respect of any such extra work. When such notice has been duly given, the Engineer with the consent of the Museum/Centre may agree to such a rate but if the Engineer does not agree to this rate, the Engineer may cancel his order to carry out such class of work and arrange for it to be carried out departmentally or through any other agency or in such a manner as he may consider advisable or he may decide that the Successful e-tenderer shall carry out such items of work and in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him according to such rate or rates as shall be fixed by the Engineer which will, however be subject to the Arbitration Clause.

However, in respect of the rates for extra/new items, if there are any, the opinion of the Engineer as to whether it is an extra item or not, and if so, what rates should be paid shall be final and binding on the successful e-tenderer shall be derived from contract items so far as applicable and the rates which cannot be derived from contract will be fixed on the basis of actual cost of materials and labour, plus 15% as successful e-tenderers' overheads and profits on all trades except on the cost of materials supplied departmentally.

Successful e-tenderer shall not claim any idle and remobilization charge for interim delay due to late decision by the Museum/Centre. Such legitimate interim delays shall however be considered for extension of time, if any.

Furthermore, they shall submit analysis of rates with justifications for claiming extra on any deviation item at least 45 days prior to the probable date of execution of the referred item.

36. MEASUREMENTS

In case of dispute between the successful e-tenderer and the Museum/Centre as to under which item a particular work is to be measured the decision of the Engineer shall be final and binding on both the parties to the contract. If for any items, the mode of measurements is not specified the decision of the Engineer about the mode of measurement shall be final and binding on both the parties to the contract.

37. PREPARATION OF RUNNING AND FINAL BILLS

Minimum value of work for interim certificate shall be 50% of the tendered value (or less at discretion of the Museum/Centre) but not more than one running bill, in a month, if paid separately.

75% advance bill against work done but unmeasured and adjustable fully in the next running bill may be certified by the Engineer, at his discretion in the interest of the work.

The Engineer or his representative shall take measurements in presence of Successful e-tenderer's representative and record them in the Measurement Book from time to time and shall prepare abstract for running and final bill, including recovery statements. The bill abstract shall be prepared on standard CPWD form on the basis of abstract of quantities prepared by the Engineer in triplicate. The Successful e-tenderer should sign the bill and Measurement Book with the remark "Measurement and bill accepted".

However, in the final bill, the successful e-tenderer shall have to certify – "The bill is accepted in full and final settlement of all claims and demands against this work".

In case a large amount is blocked in the final bill pending technical/audit check, advance upto the extent of 75% of net final bill amount may be paid to the successful e-tenderer, with the approval of the Engineer at his direction even after the completion date is over.

The recovery from Running Account Bills for the materials issued by the Museum/Centre shall be made on the basis of the quantity consumed in the work as assessed by the Engineer, giving a due allowance for wastage. The Successful e-tenderer shall submit once a month a statement showing the materials received, consumed and the balanced carried over to the subsequent month so that a watch could be maintained on the material.

38. CERTIFICATES AND PAYMENTS

(a) The Engineer may from time to time intimate in writing to the Successful e-tenderer that he requires the works to be measured and they shall attend or send qualified agent to assist the Engineer or the Engineer's representative in taking such measurements, and calculations and to furnish all particulars or to give all assistance required by the Engineer. Should they not attend or neglect or omit to send such agent then the measurement taken by the Engineer or approved by him shall be taken to be correct measurements of the work unless objected to within one month of their being recorded in the measurement book or books. Such measurements shall be taken in accordance with the mode of measurements mentioned in the specifications.

(b) The Successful e-tenderer or his agents may at the time of measurement take such notes of measurements as they may require.

(c) The Engineer or his authorised representative will issue on the basis of necessary measurement interim valuation certificates to the Successful e-tenderer in respect of items of work, rates for which exist in the priced schedule of quantities or have been subsequently agreed upon between the parties, and shall send the measurement books and the valuation certificates to the Museum/Centre. The Successful e-tenderer shall be entitled under these certificates of the Engineer to payments, within 15 days from the date of each certificate, unless objected as provided in sub-clauses (a) & (b) at the rate of maximum 90% of the value of work so executed and the balance being retained towards retention money. The engineer shall issue such certificates within fifteen days of notice from the Successful e-tenderer provided measurements have been taken and the value of the work done since last payment exceeds the amount stated in the appendix and not more than one certificate is required in a fortnight, provided always that the issue by the Engineer of any certificate during the progress of the work or after their completion shall not have any effect as a certificate of satisfaction or relieve the Successful e-tenderer from his liability under Clause 20 and 21. Provided all defects are removed and the retention money is not forfeited or has not become liable to be forfeited under this contract.

- (d) All intermediate payments shall be recorded as payments by way of advance against the final payment only and not as payment for work actually done and completed. The final bill shall be submitted by the Successful e-tenderer within 3 months of the date fixed for completion of the work. The measurement of the work taken by the Engineer or his representatives after one week's notice to the Successful e-tenderer shall be final and binding on him unless objected to within one month of their being recorded in the measurement books.
- (e) The Museum/Centre may in consultation with the Engineer, but absolutely at his discretion, make an advance payment on account, which will be merged in the next intermediate payment, based on measurements.
- (f) Advance for materials brought to site: The Successful e-tenderer shall execute a bond in favour of the Museum/Centre in the prescribed format attached hereto for each advance or intermediate payment received by him. If the Successful e-tenderer commits any default in the terms of the said bond and he fails to pay the bond amount, the Museum/Centre shall have the power to:
 - (i) Seize and utilise the said materials or any part thereof for the completion of the works.
 - (ii) Remove and sell by public auction the materials seized or any part thereof, and out of the proceeds of the sale, retain all sums repayable to the Museum/Centre together with interest thereon at the rate prescribed by Govt. of India from time to time for capital outlays.
 - (iii) Deduct all or any part of moneys owing from out of the retention money or any other sum or sums due to the Successful e-tenderer under this agreement.
- (g) The Successful e-tenderer agrees that before final payment shall be made on the contract, he will sign and deliver to the Museum/Centre either in the measurement books or otherwise as required, a valid release and discharge certificate from any and all claims and demands whatever from the Museum/Centre for all matters arising out of or connected with the contract.

39. TIME AND DAMAGES FOR NON-COMPLETION OF WORK IN TIME

- (a) All the construction works shall progress strictly as per the enclosed CPM/PERT/BAR CHART. If however, the Successful e-tenderer desires some minor modifications in the same he may apply to the Museum/Centre within mobilisation time and before execution of the agreement indicating the reasons for which changes are required. The Museum/Centre may after scrutiny, agree to the modifications suggested if the reasons cited by the successful e-tenderer are considered valid. The decision of the Museum/Centre in this respect will be final and binding. The modifications, if any, are to be incorporated in the CPM/PERT/BAR CHART and this will form a part of the agreement.
- (b) The starting time specified for carrying out of the work as entered in the CPM/PERT/BAR CHART shall be reckoned from the date of issue of the Letter of Intent. The date of completion or such date as is duly extended under Clause 40 shall be strictly observed by the Successful e-tenderer. The work shall, throughout the stipulated period of the contract, be proceeded with all diligence (Time being deemed to be the essence of this Contract) by the successful e-tenderer strictly according to the CPM/PERT/BAR CHART which is a part of this agreement.
- (c) At any stage during the execution of the work if the work lags behind the target indicated in the CPM/PERT/BAR CHART for reasons directly attributable to the Successful e-tenderer, he shall be liable to pay as agreed liquidated damages equivalent to half percent of the total cost of work awarded every week for the period the work lags behind the CPM/PERT/BAR CHART subject to a maximum of 10% of the total value of work, awarded or gross value of work done, whichever is greater.
- (d) In the event of Successful e-tenderer's inability to complete the construction work by the scheduled date of completion, the Museum/Centre shall have the right to terminate the contract as per Clause 42 or allow the successful e-tenderer to continue and complete the work within specific date. In the latter case, during the period of continuation, the successful e-tenderer shall pay as agreed liquidated damage equivalent to one per cent of the total cost of work awarded for every week that the work remains unfinished subject to a maximum of 10% of the total value of work awarded or gross value of work done, whichever is greater.

40. EXTENSION OF TIME

If the successful e-tenderer shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution and for reasons not attributable to him on the following grounds:-

- (a) by reason of any exceptionally inclement weather like Cyclone, severe flood etc., normal monsoon shall not be considered a valid reason for extension of time,
- (b) by reason of proceedings taken or threatened by, or legal disputes with adjoining or neighbouring owners,

- (c) due to delay in the work of other agencies or tradesman engaged or nominated by the museum/centre: if such delay is directly responsible for delay in execution of this work,
- (d) by reason of any general strike or lockout affecting the building made, strike or any kind of labour trouble in successful e-tenderer's own organisation shall not be a valid reason for extension,
- (e) in the event of delay in execution of work wholly attributable to delay in supply of drawings by Architect or Museum/Centre in spite of request from the successful e-tenderer well in advance, he shall apply in writing to the Engineer within seven days of the date of the hindrance on account of which he desires such extensions as aforesaid and the engineer, with the consent of the Museum/Centre may if reasonable ground be shown therefore allow such extension of time, if any, be necessary or proper,
- (f) in case of the total value of the work exceeds the total value of the e-tender owing to deviation in quantities or extra items, the successful e-tenderer will be entitled to ask for extension of time in proportion to the increased value of work. Increase in value of work due to escalation as per Clause 30 shall not be a valid reason for extension of time.
- (g) No extension of time shall be given to the successful e-tenderer for non supply or delay in supply of cement and/or steel as per Clause 56. The successful e-tenderer hereby agrees that extension of time requested for by him and granted by the Museum/Centre shall be treated as an extension of time allowed to them without any claim for compensation or damages for any reasons whatsoever including those for which the extension is granted.

If an extension of time is granted by the Museum/Centre for reasons of delay either attributable or not attributable to the successful e-tenderer as indicated above then it shall be without any escalation.

41. SUSPENSION OF WORK BY THE SUCCESSFUL E-TENDERER

If the successful e-tenderer suspends the works without obtaining extension of time or in the opinion of the Engineer neglects or fails to proceed with due diligence in executing his part of the contract or if he makes default more than once in the manner mentioned in Clause 20 above the Museum/Centre or the Engineer shall have power to give notice in writing to the successful e-tenderer requiring that the works be proceeded with reasonable speed and output must be commensurate with the CPM/PERT/BAR CHART. Such notice shall specify the act of default on the part of the successful e-tenderer. After such notice has been given the Successful e-tenderer shall not be at liberty to remove from the site of work or from any ground continuous thereto any plant or materials belonging to him which had been placed thereon for the purpose of the work, and the Museum/Centre shall have a lien upon all such plants and materials to subsist from the date of such notice being given, until the notice have been complied with. Provided always that such lien shall not under any circumstances subsist after the expiration of thirty-one days from the date of such notice being given, unless the Museum/Centre has entered upon and taken possession of the works and site and of all such plants and materials until the works have been completed under the power hereinafter conferred upon it. If the Museum/Centre exercises the above power it may engage any other agency to complete the works or finish the works departmentally and exclude the successful e-tenderer, his agents and servants from entry upon or access to the same except that the successful e-tenderer or any one person appointed in writing by him and accepted by the Museum/Centre may have access at all reasonable times during the progress of works to inspect, survey and measure the works. Such written appointments marked with Museum/Centre's consent or a copy thereof shall be delivered to the Engineer before the person so appointed comes to the works. The Museum/Centre shall take such steps as, in the opinion of the Engineer may be reasonable and necessary for completing the works without undue delay & expense, using for that purpose the plants and materials above mentioned, in so far as they are suitable and adopted to such use. Upon the completion of the works the Engineer shall certify the amount of expenses properly incurred, consequent on the incidental to the default of the successful e-tenderer as aforesaid, in completing the works by other persons. Should the amount so certified as the expenses properly incurred, including Museum/Centre's overhead if the works were carried out departmentally, be less than the amount which would have been due to the Successful e-tenderer upon the completion of the works by him, the difference shall be paid to the Successful e-tenderer by the Museum/Centre. Should the amount of the former exceed the later, the difference shall be paid by the Successful e-tenderer to the Museum/Centre. The Museum/Centre shall not be liable to make any further payment or compensation to the Successful e-tenderer for or on account of the proper use of the plants for the completion of the works under provisions hereinbefore contained other than such payment as is included in the contract price. After the works have been so completed by person other than the successful e-tenderer under the provisions hereinafter contained, the Museum/Centre shall give notice to the Successful e-tenderer of such completion and may require him from time to time, before and after such completion, to remove his plants and likewise all such materials as aforesaid as may not have been used in the completion of the works, from the site. If such plants and materials are not removed within such reasonable time, the Museum/Centre may remove and sell the same, holding the proceeds, less the cost of the removal and sell, to the credit of the successful e-tenderer. The Museum/Centre shall not be responsible for any loss sustained by the successful e-tenderer from the sale of plants in the event of the successful e-tenderer not removing it after notice, or for any damage thereto or deterioration thereof in any event.

42. DETERMINATION OF CONTRACT BY THE MUSEUM/CENTRE

If the successful e-tenderer goes into liquidation, whether voluntary or compulsory or shall make an assignment or a composition for the benefit of the greater part, or shall enter into a Deed of Agreement with its creditors or if the Receiver of the Successful e-tenderer shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Museum/Centre that he is liable to carry out and fulfil the contract and if so required by the Museum/Centre to give reasonable security therefore or if the successful e-tenderer shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors or the Successful e-tenderer or shall assign, charge or encumber this charge or encumber this contract thereunder or shall neglect or shall fail to proceed to perform all or any of the act, matters or things by the contract, to be observed and performed by the successful e-tenderer for three clear days after written notice shall have been given the successful e-tenderer in manner, matter hereinafter mentioned, requiring the successful e-tenderer to observe perform the same or shall use improper material or workmanship in carrying on the works or shall in the opinion of the Engineer not exercised such due progress as stipulated in the enclosed CPM/PERT/BAR CHART forming part of this contract which would enable the works to be completed within the time agreed upon or shall abandon the contract, then, and in any of said cases, the Museum/Centre may notwithstanding any previous waiver, determine the contract by a notice in writing in which case the retention money (including the earnest money and the initial security deposit) and whether paid in one sum or deducted by instalment shall stand forfeited and be absolutely at the disposal of the Museum/Centre. The Successful e-tenderer shall have no claim or compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made advances on account of or with a view to the execution of the work or the performance of the contract. The successful e-tenderer shall not be entitled to recover or be paid any sum for any work actually performed under the contract unless and until the Engineer will have certified in writing the performance of such work and the value of work payable in respect thereof and the successful e-tenderer shall only be entitled to be paid the value so certified. The certificate of the Engineer shall be based on measurements taken by him or under his supervision and with due notice to the Successful e-tenderer and on rates in the priced schedule or as subsequently communicated by the Engineer with the approval of the Museum/Centre, under this agreement except for arithmetical errors, shall be final and conclusive. The Successful e-tenderer must remove his plant, materials, scaffolding etc. from the site within 10 days (ten days) of the receipt of the notice from the Museum/Centre after which they will vest in the Museum/Centre who may, dispose them off as per Clause 41 by sale or auction on account of and at the risk of the successful e-tenderer who will have no claim for loss or compensation on this account.

43. TERMINATION OF CONTRACT BY SUCCESSFUL E-TENDERER

If payment of the amount payable by the Museum/Centre under the certificate of interim payment issued by the Engineer in accordance with clause 38 shall be in arrears and unpaid for sixty days after notice in writing requiring payment of the amount shall have been given by the Successful e-tenderer to the Museum/Centre in manner hereinafter mentioned or if works be stopped for six months under the order of the Museum/Centre for any reason not connected with any default on the part of the Successful e-tenderer or by any injunction or other order of any court of law made for any reasons not connected with any such default on the part of the successful e-tenderer then and in any of the said cases the successful e-tenderer shall be at liberty to terminate the contract by notice in writing to the Museum/Centre and he shall be entitled to recover from the Museum/Centre payment for all works executed and for useful materials (but not plants) purchased for the purpose of the contract and is brought to the site. In arriving at the amount of such payment, the net rates contained in the successful e-tenderer's e-tender shall be followed, or where the same may not apply, rates proportional to the prices therein contained. Rates for materials may be determined by the Engineer on actual vouchers produced by the successful e-tenderer and/or prevailing market rates at the discretion of the Engineer. The Successful e-tenderer shall not be entitled to recover or be paid any sum for any work actually performed under the contract, unless and until the Engineer has certified in writing the performance of such work and the value payable in respect thereof and the successful e-tenderer shall only be entitled, to be paid the value so certified. The certificate of the Engineer shall be based on measurements taken by him or under his supervision after due notice to the successful e-tenderer and shall be final and conclusive except for arithmetical errors. The successful e-tenderer must remove his plant, materials, scaffolding etc. from the site within ten days or such time as may be extended by the Museum/Centre in writing, from the receipt of the notice from the Museum/Centre after which they will vest in the Museum/Centre who may dispose them off as per Clause 42 by sale or auction on account of and at the risk of the successful e-tenderer who will have no claim for loss or compensation on this account.

44. ARBITRATION

- (a) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawing, and instructions hereinbefore mentioned and so to any question, claim right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution of the same whether arising during the progress of the work or after the completion or abandonment thereof but excluding disputes on material and workmanship as per Clause 17 & 18 which is binding on both parties, shall be referred to the sole arbitration of a person nominated by the Director General, National Council of Science Museums and if the former is unable or unwilling to act to the sole arbitration, of some other person appointed by the Director General, NCSM willing to act as such arbitrator.

The submission shall be deemed to be submission to Arbitration under the meaning of the Arbitration & Reconciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The award of arbitrator so appointed shall be final, conclusive and binding on all parties to this contract.

- (b) It is agreed that the Successful e-tenderer shall not delay the carrying out of the work by reasons of any reference to arbitration and shall proceed with the work with all due diligence and shall, until the decision of arbitration, abide by the decision of the Engineer duly conveyed to him.
- (c) The Arbitrator(s) may from time to time with the consent of the parties, extend the time for making and publishing the award.

45. COMPENSATION

All sums payable by way of compensation or liquidated damage under any of these conditions shall be considered as reasonable compensation to be applied to the use of Museum/Centre without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

46. WORK ON HOLIDAYS

Successful e-tenderer shall not carry out work on any Government holidays except with the permission of the Engineer. The contract period will be inclusive of such holidays.

47. WORK SUPERVISOR AND FOREMAN

The Successful e-tenderer shall keep a qualified and experienced Engineer for supervision of works to ensure best quality work. He shall also give all necessary personal superintendence during the execution of the works and as long thereafter as the Engineer may consider necessary until the expiration of the 'Defect Liability Period' stated in Clause 20 above. The Successful e-tenderer shall also during the whole time, the works are in progress, employ competent Foreman approved by the Engineer whose qualification must conform to the requirements specified by the Engineer. In special cases he shall be constantly in attendance of the building while the men are at work. Any directions, explanations, instruction or notices given by the Engineer to such Foreman shall be held to be given to the Successful e-tenderer.

48. DISMISSAL OF WORKMEN ETC.

The Successful e-tenderer shall on the request of the Engineer immediately dismiss from the works any person employed thereon who may, in the opinion of the Engineer be unsuitable or incompetent or who may in the opinion of the Museum/Centre or the Engineer misconduct himself and such person shall not be again employed or allowed on the works without the written permission of the Engineer and/or the Museum/Centre.

49. ASSIGNMENT OR SUBLETTING OR BRIBES

- (a) This contract shall not be assigned or sublet without the written approval of the Museum/Centre. If the Successful e-tenderer shall assign or sublet this contract, or attempts to do so or become insolvent or commence insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, pre-requisite award, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the Successful e-tenderer, any of his servants or agents to any officer of the Museum/Centre or to person who shall become in any way directly or indirectly interested in the Contract, the Museum/Centre may thereupon by notice in writing rescind the contract and the retention money of the Successful e-tenderer shall thereupon stand forfeited and be absolutely at the disposal of the Museum/Centre, and the same consequences shall ensue as if the contract had been rescinded under Clause 42 thereof and (in addition) the Successful e-tenderer shall not be entitled to recover or to be paid for any work therefore actually performed under the contract.
- (b) The whole of the works including the contract shall be executed by the Successful e-tenderer and he/they shall not directly or indirectly transfer or assign or underlet the contract or any part, share or interest therein nor shall he take a new partner without the written consent of the Museum/Centre and no subletting shall relieve the Successful e-tenderer from the full and entire responsibility of the contract or from active superintendence of the works during the progress.

50. OTHER PERSON ENGAGED BY MUSEUM/CENTRE

The Museum/Centre reserves the right to use the premises and any portion of the site for the execution of any work not included in this contract, which he may desire to have carried out by other persons, and the successful e-tenderer shall allow all reasonable facilities for the execution of such work, but is not required to provide any plant or materials for the execution of such works except by special arrangement with the Museum/Centre.

51. OTHER AGENCIES AND PROVISIONAL SUMS

- (a) The Successful e-tenderer is to afford all reasonable facilities to all other agencies, sub-agencies, specialists, merchants, tradesman and others who may at any time be appointed by the Engineer with the consent of the Museum/Centre for executing any work or supplying any goods relating to the constructions, servicing, equipping or furnishing of the building under construction or in the compound. In case of delay in completion of his work due to other agencies' work, the Successful e-tenderer shall only have a right to ask for extension of time but no other claim on this or any other account shall be entertained by the Museum/Centre.
- (b) If any provisional sum is included in the bill of quantities, they are to be deducted wholly if not required or in part the Museum/Centre reserves to itself the right to appoint any agency to do the work allowed for in provisional sums and the successful e-tenderer shall not have any right to claim any profits on this account.

52. LABOUR WAGES AND REGULATIONS

Notwithstanding any contained in the conditions of this contract the Successful e-tenderer shall comply with the provision of the contract labour (Regulation & Abolition) Act 1970 and various rules framed thereunder by different State Government, in respect of all labourers directly or indirectly employed by the Successful e-tenderer in the works through labour contracts or otherwise the Successful e-tenderer shall be considered as "Principal Employer".

The Successful e-tenderer agrees to grant Provident Fund benefits in accordance with Employees Provident Fund Act 1962 and Scheme thereunder to his workers The successful e-tenderer shall pay not less than "fair wages" to labourers engaged by him on the work. No labour below the age of fourteen years shall be employed. The successful e-tenderer shall at his own expense provide or arrange for provision of footwear for any labour doing cement mixing work.

53. INSURANCE FOR DAMAGE TO PERSON AND PROPERTY

- (a) The Successful e-tenderer shall be responsible for all injury to persons, animals or things and for all damages to property, structural and decorative, whether such injury or damage arise from carelessness or accident or in any way connected therewith. This clause shall be held to include, *inter alia*, any damage due to causes as aforesaid to buildings (whether immediately adjacent or otherwise) and to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract by the inclemency of weather. The Successful e-tenderer indemnifies the Museum/Centre and holds him harmless in respect of all expenses arising from such injury or damage to person or property aforesaid and also in respect of any claim made in respect of injury or damages consequent upon such claim.
- (b) The successful e-tenderer shall reinstate all damage of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good and otherwise satisfy all claims for damage as aforesaid to the property or third parties.
- (c) The Successful e-tenderer also indemnifies the Museum/Centre against all claim which may be made upon the Museum/Centre during the currency of this contract by any employee or representative of an Employee of the agency, or any sub-agency, employed by him, for any injury to or loss of life or such employees, or for compensation payable under any law for the time being in force to any workman or to the representative of any deceased or incapacitated workmen.
- (d) The Successful e-tenderer also indemnifies the Museum/Centre in respect of any costs, charges and/or expenses, including legal costs as between Solicitor and client, occurring out of any award of compensation and/or damages consequent upon such claims.
- (e) The Museum/Centre shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation cost, charges and/or expenses
- (f) arising or ascertaining from or in respect of any such claim and/or damages as aforesaid from any sum, or sums due to, or become due to the Successful e-tenderer.

54. NOTICE

Notice for the Museum/Centre, the Engineer or the Successful e-tenderer may be served personally or sent by registered post addressed to the office of the Museum/Centre or the last known place of business of the Engineer and the Successful e-tenderer or in the case of the successful e-tenderer also be being left on the works. Any notice sent by registered post shall be deemed to be served at the time when in the ordinary course of post, it would be delivered.

55. APPOINTMENT OF APPRENTICES AS PER APPRENTICES ACT

The Successful e-tenderer shall during the currency of the contract when called upon by the Engineer engage and also ensure engagement by sub-agencies and other employed by the successful e-tenderer with the works such number of apprentices in categories mentioned below and for such periods as may be required by the Engineer. The Successful e-tenderer shall train them as required under the Apprentices Act 1961 and the Rules made thereunder and shall be responsible for all obligations of the Museum/Centre under the said act including the liability to make payments to apprentices as required under the said Act.

(a) **In Respect of Civil works**

- (i) Brick Layer : One apprentice for every 7 person engaged in this category
- (ii) Building Construction : One apprentice for every 7 person engaged in this category
- (iii) Carpenter : One apprentice for every 7 person engaged in this category
- (iv) Surveyor : One apprentice for every 14 person engaged in this category

(b) **In respect of Sanitary and Water Supply**

- Plumber : One apprentice for every 2 person engaged in this category

(c) **In respect of Electrical Works**

- Wireman : One apprentice for every 7 person engaged in this category

The Successful e-tenderer shall comply with the provision of Apprentices Act 1961 and Rules and Orders issued hereunder from time to time.

If the Successful e-tenderer fails to do so, his failure will be deemed to be a breach of contract and the Museum/Centre reserves the right to cancel the contract. The Successful e-tenderer also shall be liable to any pecuniary liability arising on account of any violation by him of the provisions of the Act.

56. CEMENT & STEEL (for civil works only)
(This clause is deleted & not applicable for this tender)

57. REGARDING WEIGHT OF MATERIALS SUPPLIED BY THE MUSEUM/CENTRE (for civil works only)
(This clause is deleted & not applicable for this tender)

58. RETURN OF STEEL (for civil works only)
(This clause is deleted & not applicable for this tender)

59. CEMENT CONSUMPTION (for civil works only)
(This clause is deleted & not applicable for this tender)

60. CONCEALED R.C.C. BEAMS/LINTELS (for civil works only)

If in R.C.C. slab extra bars or steel cage is provided to act as a lintel or beam over an opening, the same will be measured as slab and not as beam/lintel. If in case of R.C.C. wall, extra bars or steel cage is provided to act as a lintel or beam over an opening, the same will be measured as wall and not as lintel/beam. R.C.C. column integrated in shear wall shall be measured as wall if of same thickness, and as R.C.C. column if its thickness is more than that of shear wall.

61. PROJECTION (for civil works only)

Slab projection from the face of wall/column shall be measured under item R.C.C. work in slabs and not under item R.C.C. work in chajjas.

62. DRIP GROOVE (for civil works only)

The Successful e-tenderer shall provide drip groove at all ends of slabs/lintels/beams, if required, to protect rain water from entering inside the boundary of the structure, within quoted rates of R.C.C. work.

63. PLASTERING ON RCC SURFACE (for civil works only)

Wherever R.C.C. surface are to be plastered to bring it in line with the brick and/or stone wall plaster of the same mix, payment for such plaster, will be made under the item of plastering only irrespective of the fact whether there is any increase due to odd or even surface of brick or stone work below and/or adjoining it.

64. M.S. REINFORCEMENT (for civil works only)

Rate quoted for placing in position and fabrication of mild steel/ribbed tor/TMT steel reinforcement should include for straightening and cleaning including removing the rust of the bars at works site, cutting, cranking, hooking hoisting at required levels, cost of providing binding wire of 18 to 20 SWG etc. complete and no separate payment will be made on this account. Payment for reinforcement, however, to be considered on the basis of measurement as per drawing plus standard laps actually provided at site, plus chairs and spacing bars allowed by the Engineer.

65. BRICK WORK (for civil works only)

Rate shall include for tapering of bricks over column footings, over walls, steps, etc. and for exposed brick work, or any other work. Rate for brick work also includes work in pillars and small horizontal courses.

66. BRICK WORK(S) HEIGHTS/DEPTHS (for civil works only)

The height or width of foundation steps and superstructures will be measured as per actuals. The successful e-tenderer shall use suitable bricks and adjust the thickness of mortar joints to make up the widths or heights as per drawings, with due regard to size of brick available.

67. EARTHWORK

The measurements of earthwork in trenches for foundation, sewer lines etc. shall be made according to the section of trenches shown on the drawing. The successful e-tenderer shall include in his rate excavating for stepping and slopping back, working space for workmen as found necessary on account of condition of soil. Excavation so made in excess shall not be measured & paid for.

Annexure – ‘A’

(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 I/we/any of us is in anyway related to any employee in the National Council of Science Museums, Kolkata, or any of its constituent units.

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

DECLARATION -2

I/We hereby declare that I/we have not quoted any extra condition along with the Part-II (FINANCIAL ENVELOPE) of the e-tender & my quoted rate is inclusive of applicable GST & LC.

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

UNDERTAKING

This is to certify that I/We have carefully gone through the drawings/specifications, etc. given in the e-tender document & have clearly understood the site working conditions, time schedule given and have accordingly quoted my balanced rates after going through all details.

I/we hereby give an undertaking that I/we shall carryout the work strictly as per the given specifications, and shall complete the same within the stipulated time frame.

I/we also undertake that the EMD amount payable shall be either transferred online or the physical EMD instrument shall be deposited by me/us at the office of the National Council of Science Museums inviting the e-tender before the bid opening date, otherwise National Council of Science Museums may reject the bid and also take action to withdraw my/our enlistment or debar me/us from further participation in tenders of NCSM or its constituent units.

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

(Affidavit to be submitted by the Agency on a non-judicial stamp paper of value Rs. 100/- duly notarized, to be uploaded in the CPP Portal and hard copy of the same may also be submitted to the Tender Inviting Authority (TIA))

AFFIDAVIT

Ref:

Date :

I/We.....,S/o.....

Resident of Contractor /
Partner or sole Proprietor (strikeout which is not applicable) of firm M/s..... do hereby
solemnly affirms and declare that our Individual / Firm / Companies is not blacklisted by any State /
Central Govt. Dept. Or any PSUs.

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

Place :

Date :

(Declaration to be submitted by the Agency on their Official Letter Head.)

DECLARATION OF SITE VISIT IF APPLICABLE

Ref:

Date :

I/We.....,S/o.....
Resident of Contractor /
Partner or sole Proprietor (strikeout which is not applicable) of firm M/s..... do hereby
solemnly affirms and declare that I/We have inspected the site physically on.....to assess
the site condition and to understand the details of the work to be done. I/We have understood the site
condition /the scope of the work and quoted the rates accordingly.

(Signature of the tenderer)

with company seal/rubber stamp

Place :

Date :

**Self-Certification under preference to Make in India Order
(To be typed in Letterhead of the Agency/Bidder)**

In line with Government of India Public Procurement (Preference to Make In India), Order No. E-45021/2/2017-B.E.-II dated 15/06/2017 and its amendments, I/We _____ hereby certify that, I/We meet the requirement of Class-I local suppliers in conformity with the above order in respect of minimum local content for materials against tender ID No. _____.

We also understand, false declaration will be in breach of the code of integrity under Rule 175 (1)(i)(h) of the General Financial Rules for which a bidder or its successor can be debarred for up to 2 (two) years as per rule 151(iii) of General Financial Rules along with such other actions as may be permissible under law.

(Signature of the tenderer)

with company seal/rubber stamp

Place :

Date :

Special Terms and Condition:

To be noted by Contractors at the time of e-tendering.

1. Tenderers are requested to inspect the site of work before quoting their rates.
2. All work shall be carried out as per IS code /C.P.W.D. specifications unless otherwise stated.
3. Water and Electricity required for the work may be arranged by the Contractor at their own cost
4. Tenderers are requested to get clarification on the tender specification/BoQ, if required, from NCSM /DSC, Dhenkanal office before quoting.
5. For successful completion of the item of work of our Schedule/BOQ, if any other accessories, equipment, ancillary work etc is required to be done or is involved, no extra payment will be made on account of this. The payment will be done as per the net rate of the item quoted.
6. No other type of any additional/extra claim for payment will be entertained for the design, shape, width, breadth, height, scaffolding, and staging in the work apart from that specified in the BOQ.
7. Damages, if any done to any existing facility/structures during the execution of the work, the same has to be made good and brought back to its original state by the successful tenderer. No extra payment will be allowed for it.
8. All the safety provision required in the work is to be taken by the successful contractor. Successful Contractor should provide all the necessary safety equipment/accessories etc. to its workmen during execution of works as the requirement. Compliances of all the labour laws, Insurance for the workmen/labour and/or third-party insurance etc. shall be the sole responsibility of the successful contractor.
9. The quoted rates shall be inclusive of all taxes & duty including GST, LW Cess, cost of all material & accessories for erection, connections, testing, commissioning; required labour including skilled manpower for execution and supervision of the work; tools, tackles, plant & machineries required for the work including their transportation; etc. All contingencies, breakage, wastage, sundries, scaffolding, etc. complete shall also be taken care of in the quoted rates.
10. The bidders must submit analysis of rates of the major items of works in support of Justification of their quoted rates if asked for by the tender inviting authority before deciding on award of work.

Name of Work :Renovation of Popular Science Gallery at Dhenkanal Science Centre, Odisha					
Sl.No.	Description	Unit	Rate	Qty	Amount (Rs.)
1	Disposal of rubbish / malba/ materials as per directions of Engineer-in-charge including loading, unloading and all lifts, all complete	LS	5000.00	1.00	5000.00
2	Dismantling doors, windows and clerestory windows (Aluminum or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead :	Each	489.18	35.00	17121.30
3	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within campus.	Sqm	53.17	30.00	1595.10
4	Dismantling tile work/mosaic work in floors and roofs laid in cement mortar including stacking material within campus. Any thickness.	Sqm	110.29	300.00	33087.00
5	Providing and applying white cement based putty of average thickness 0.5 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete at any level and including removing white and colour wash , dry or oil bound distemper and by scrapping, sand papering and preparing the surface smooth. Make:-BIRLA WHITE / L&T/ASIAN	Sqm	75.92	850.00	64532.00
6	Wall painting with acrylic emulsion paint, having VOC (Volatile Organic Compound) content less than 50 grams/ litre, of approved brand and manufacture, including applying additional coats wherever required, to achieve even shade and colour. Two coats. Make-ASIAN/BERGER	Sqm	133.74	850.00	113679.00
7	Applying priming coats with primer of approved brand and manufacture, having low VOC (Volatile Organic Compound) content. With water thinnable cement primer on wall surface having VOC content less than 50 grams/litre. Make-ASIAN/BERGER	Sqm	71.95	850.00	61157.50
8	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade at any level : Two or more coats , Make:- ASIAN PAINTS /BERGER PAINTS	Sqm	100.02	130.00	13002.60
9	Applying priming coat:-With ready mixed red oxide zinc chromate primer of approved brand and manufacture on steel galvanised iron/ steel works at any level, including removing white and colour wash , dry or oil bound distemper and by scrapping, sand papering and preparing the surface smooth. Make:- ASIAN PAINTS /BERGER PAINTS .	Sqm	65.58	130.00	8525.40
10	1:2:4 (1 cement : 2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 10 mm down nominal size derived from natural sources), Make of cement:- ACC / L&T / J.P. REWA / VIKRAM / J.K. CEMENT / BIRLA/Dalmia /Ultra Tech	Cum	7,665.78	3.00	22997.34
11	Tile work in skirting, risers of steps and dado up to 2 m height over 12 mm thick bed of cement mortar 1:3 (1 cement :3 coarse sand) and jointed with grey cement slurry@ 3.3 kg/sqm, including pointing in white cement mixed with pigment of matching shade complete. Tiles --vitrified, Make Nitco, Orient & Bell, Kajaria, Jhonson.	Sqm	1,435.56	12.00	17226.72
12	Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS: 15622, of approved make, in all colours and shades, laid on 20 mm thick cement mortar 1:4 (1 cement: 4 coarse sand), jointing with grey cement slurry @ 3.3 kg/ sqm including grouting the joints with white cement and matching pigments etc., complete. Size of Tile 600x600 mm, Make- Nitco, Orient& Bell, Kajaria, Jhonson.	Sqm	1,511.51	300.00	453453.00
13	Polishing on wood work with ready made wax polish of approved brand and manufacture :	Sqm	97.11	25.00	2427.75

Sl.No.	Description	Unit	Rate	Qty	Amount (Rs.)
14	Providing and fixing 50 micron powder coated (of approved colour) aluminium (Indal / Hindal Co or equivalent approved make) sections to fixed glazing, openable shutters, Sliding doors & windows, ventilators etc as per approved design with aluminium bead, neoprene gasket, handles, stays, interlock arrangement etc. all as per approved make and quality complete as follows: Rate should include the cost for closing the gaps between the aluminium members and the masonry wall / ceiling with sealing compound of approved make and quality. Sliding windows (2 or 3 tracks) to be made out of extruded aluminium sections (minimum 1.2 mm thick or more) with 4.0mm thick glass.	Sqm	4,500.00	65.00	292500.00
15	Providing and fixing 18 mm thick gang saw cut, mirror polished, premoulded and prepolished, machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels. Area of slab upto 0.50 sqm. Granite stone slab colour black, Cherry/Ruby red	Sqm	5,267.34	20.00	105346.80
16	Taking out doors, windows and clerestory window shutters, grill (steel or wood) from existing structure without damage of structure and refixing after cutting, repairing as per site condition & direction of Engg-in-charge including cost of lugs and other fittings & fixture for refixing to exiting structure.	Each	700.00	35.00	24500.00
17	12 mm cement plaster of mix: 1:4 (1 cement: 4 fine sand)	Sqm	337.68	30.00	10130.40
18	Providing and fixing false ceiling at all height including providing and fixing of frame work made of special sections, power pressed from M.S. sheets and galvanized with zinc coating of 120 gms/sqm (both side inclusive) as per IS : 277 and consisting of angle cleats of size 25 mm wide x 1.6 mm thick with flanges of 27 mm and 37mm, at 1200 mm centre to centre, one flange fixed to the ceiling with dash fastener 12.5 mm dia x 50mm long with 6mm dia bolts, other flange of cleat fixed to the angle hangers of 25x10x0.50 mm of required length with nuts & bolts of required size and other end of angle hanger fixed with intermediate G.I. channels 45x15x0.9 mm running at the spacing of 1200 mm centre to centre, to which the ceiling section 0.5 mm thick bottom wedge of 80 mm with tapered flanges of 26 mm each having lips of 10.5 mm, at 450 mm centre to centre, shall be fixed in a direction perpendicular to G.I. intermediate channel with connecting clips made out of 2.64 mm dia x 230 mm long G.I. wire at every junction, including fixing perimeter channels 0.5 mm thick 27 mm high having flanges of 20 mm and 30 mm long, the perimeter of ceiling fixed to wall/partition with the help of rawl plugs at 450 mm centre, with 25mm long dry wall screws @ 230 mm interval, including fixing of gypsum board to ceiling section and perimeter channel with the help of dry wall screws of size 3.5 x 25 mm at 230 mm c/c, including jointing and finishing to a flush finish of tapered and square edges of the board with recommended jointing compound, jointing tapes, finishing with jointing compound in 3 layers covering upto 150 mm on both sides of joint and two coats of primer suitable for board, all as per manufacturer's specification and also including the cost of making openings for light fittings, grills, diffusers, cutouts made with frame of perimeter channels suitably fixed, all complete as per drawings, specification and direction of the Engineer in Charge but excluding the cost of painting with : 12.5 mm thick tapered edge gypsum plain board conforming to IS: 2095- (Part 1) :2011 (Board with BIS certification marks) (Make: Armstrong/Saint Gobain/Lafarge/ India Gypsum)	Sqm	1319.19	10.00	13191.90
19	Providing & fixing fly proof wire gauze to windows, clerestory windows & doors with M.S. Flat 15x3 mm and nuts & bolts complete. Stainless steel (grade 304) wire gauze of 0.5 mm dia wire and 1.4 mm aperture on both sides	Sqm	1,102.94	120.00	132352.80
				Total=	13,91,826.61
	Total Amount (including GST@18% & LC@1%), Rs.				13,91,826.61
				Say, Rs.	13,91,827.00
				Basic Value, Say Rs.	11,67,836.00
				Add: Labour Cess @ 1%, Rs.	11,678.00
				Total Amount (Including Labour Cess @ 1%)	11,79,514.00
				Add: GST @18%), Say, Rs.	2,12,313.00
	Gross Amount (including GST@18% & LC@1%)				13,91,827.00