

# **E-tender**

for

**Design, Engineering, Manufacture, Fabrication, Assembly, Testing and  
Commissioning of Passenger Lift (Elevators) at Sub-Regional Science  
Centre, Almora (Uttarakhand )**

**UNDER**

**National Science Centre**

**Near gate No. 4, Pragati Maidan**

**Bhairon Marg, New Delhi – 110001**

**(A Unit of National Council of Science Museums)**



**NATIONAL COUNCIL OF SCIENCE MUSEUMS**

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

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

### REGISTRATION

- 1) Tenderers/bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) by clicking on the link **“Click here to Enrol”** on the CPP Portal. Enrolment is free of Charge.

As part of the enrolment process, the tenderers/bidders will be required to choose a unique username and assign a password for their accounts.

Tenderers/bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

Upon enrolment, the tenderers/bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

Only one valid DSC should be registered by a tenderers/bidders. Please note that the tenderers/bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

Bidder then logs in to the site through the secured log-in by entering their user ID & password and the password of the DSC / e-Token.

### SEARCHING FOR TENDER DOCUMENTS

- (a) There are various search options built in the CPP Portal, to facilitate tenderers/bidders to search active tenders by several parameters. These parameters could include organization name, location, date, value, etc. There is also an option of **‘Advanced Search’** for tenders, wherein the tenderers/bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- (b) Once the tenderers/bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective “My Tenders” folder. This would enable the CPP Portal to intimate the tenderers/bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- (c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### PREPARATION OF BIDS

- (a) Tenderer/bidder should take into account any corrigendum published on the tender document before submitting their bids. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be

submitted, the number of documents - including the names and contents of each of the documents that need to be submitted.

- (b) 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 as mentioned. **Bid documents may be scanned with 100 dpi with black and white option.**
- (c) To avoid the time and efforts required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the tenderers/bidders. Tenderers/bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting the bid just by tagging and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS**

Tenderer/bidder should log into the site well in advance for bid submission so that he/she uploads the Bid in time i.e. on or before the bid submission time as per the system. Bidder will be responsible for any delay due to other issues.

- 1) Tenderer/bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 2) Tenderer/bidder has to select the payment option as “offline” to pay the Tender Fee & EMD and enter details of DD/any other accepted instrument.
- 3) Tenderer/bidder should prepare the TENDER FEE & EMD instrument as per the instructions specified in the tender document. Scanned copy of DD/any other acceptable instrument as mentioned towards EMD & Tender Fee should be uploaded while online submission of the tender and the original should be posted/couriered/given in person to the Tender Processing Section 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 Scanned copy and the data entered during bid submission time otherwise the Tender will be summarily rejected.
- 4) The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the tenderers/bidders. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
- 5) Tenderers/bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price bid has been given as a standard **Rate Quote Sheet (Item Rate Template)** in .xls format with the tender document, which is to be downloaded and to be filled by all the tenderers/bidders. Tenderers/bidders are required to download the **Rate Quote Sheet (Item Rate Template)** file, open it and complete the **colored (unprotected)** cells with their respective financial quotes and other details (such as name of the Tenderer/bidder). No other cells should be changed. Once the details have been completed, the tenderer/bidder should save it and submit it online, without changing the filename. If the **Rate Quote Sheet (Item Rate Template)** file is found to be modified by the tenderer/bidder, the bid will be rejected. In e-Tendering, intending tenderer/bidder can

quote their rate in figures only. The total amount is generated automatically. Therefore, the rate quoted by the tenderer/bidder in figures shall be taken as correct. The Comparative Statement is also generated automatically by the system. The Comparative Statement and rate quoted by each tenderer/bidder shall be downloaded. **The manual calculation check of tenders/bids and Comparative Statement, shall be final. In case, any discrepancy is noticed, the decision of appropriate NCSM authority shall be final and binding.**

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

#### **ASSISTANCE TO TENDERERS/BIDDERS**

- (a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the **Tender Inviting Authority (TIA), National Science Centre, Near Gate No. 04, Pragati Maidan, Bhairon Road, New Delhi- 110001, Ph. 07428693712-17 Website: [www.nscdelhi.org](http://www.nscdelhi.org) Email: [nscdl01@gmail.com](mailto:nscdl01@gmail.com).**
- (b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed call to the 24x7 CPP Portal Helpdesk Ph. **1800-3070-2232.**

**NOTICE INVITING E-TENDER  
(E-NIT)**

**No. NSCD/18011/E-Tender-18/ 2023-24**

**Dated: 03.08.2023**

1. The **National Science Centre, New Delhi- 110001** is a constituent unit under the National Council of Science Museums, Kolkata\* (\*hereinafter referred to as the Museum/Centre)
2. Online e-tenders (Item Rate Bid) are hereby invited from reputed and experienced Engineering/Technical contractors capable of carrying out the work of “**Design, Engineering, Manufacture, Fabrication, Assembly, Testing and Commissioning of Passenger Lift (Elevators) at Sub-Regional Science Centre, Almora (Uttarakhand)**” with excellent finishing quality. The agencies who fulfill the following requirements shall ONLY be eligible to apply (Joint Ventures are not accepted) having the following eligibility:-
  - A) The lift manufacturers approved by CPWD under Category-"A" are only eligible for the bid". The manufacturers should upload Valid Certificate of registration under CPWD Category “A” for Lifts.
  - B) Experience of having successfully completed similar works during last seven (7) years ending last day of month previous to the one in which applications are invited should be either of the following:
    - a) Three (3) similar completed works each costing not less than the amount equal to 40% of estimated cost.

OR
    - b) Two (2) similar completed works each costing not less than the amount equal to 50% of the estimated cost.

OR
    - c) One (1) similar completed work costing not less than the amount equal to 80% of the estimated cost.
    - d) "Similar work" means Design, Engineering, Manufacture, Fabrication, Assembly, Testing and Commissioning of more or less 544 Kg passenger elevators.

**and**

Agencies having valid G.S.T Registration Certificate, TIN & Income Tax Permanent Account Number (PAN)
3. The place of work would be **Sub-Regional Science Centre, Almora ,Vill-Sunoli P.O: Shylidhar Almora- Ranikhet road Almora Uttarakhand-263601.( Near Kendriya vidyalaya Almora).**

#### 4. **Make in India (MII)**

The tender abide with GOI order date 15<sup>th</sup> June 2017 to give purchase preference to Make In India (MII) product mentioned in order. Document link as follows:

[https://www.meity.gov.in/writereaddata/files/PPP\\_MII\\_Order\\_dated\\_16\\_09\\_2020.pdf](https://www.meity.gov.in/writereaddata/files/PPP_MII_Order_dated_16_09_2020.pdf)

#### 5. Important Information & Dates:

Estimated cost of work	₹16,00,000/-
EMD Amount	₹40,000/-
Tenure of the contract	Six (06) months
Bid Document Publishing Date & Time	03.08.2023, 06:30 p.m.
Bid Document Download Start Date & Time	03.08.2023, 06:30 p.m.
Bid Document Download End Date & Time	18.08.2023, 2.30 p.m.
Bid submission Start Date & Time	03.08.2023, 06:30 p.m.
Bid submission End Date & Time	18.08.2023, 2.30 p.m.
Technical Bid Opening Date & Time	21.08.2023, 2.00 p.m.

6. The intending tenderers/bidders must read the terms and conditions of **National Science Centre, New Delhi- 110001** carefully. They should only submit their bid if they consider themselves eligible and if they are in possession of all the documents required.
7. Information and Instructions for tenderers/bidders posted on website shall form a part of the bid document.
8. The bid document consisting of plans, specifications, 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.
9. Out of the online bid documents submitted by intending tenderers/bidders, the technical bids of only of those tenderers/bidders shall be opened, who have deposited e-Tender Document Fee as specified & Earnest Money Deposit as specified duly scanned, uploaded and found in order and the financial bids of only those tenderers/bidders shall be opened when they uploaded documents are found to be in order.
10. Those contractors not registered on the website mentioned above, are required to get themselves registered before hand.
11. The intending tenderer/bidder must have valid Class II or Class III Certificates with signing key usage (DSC) to submit the bid.
12. The e-Tenders are invited under two envelopes system. The first electronic envelope will be named as Technical Envelope & will contain documents of tenderer's/bidder's satisfying the eligibility conditions, scanned copies of tender document fees and EMD, NIT,

etc. and the second electronic envelope will be named as Financial Envelope containing Rate Quote Sheet. The bidder shall submit TECHNICAL BID ENVELOPE and FINANCIAL BID ENVELOPE simultaneously. The technical bids will be evaluated first and thereafter financial bids of only the eligible tenderers /bidders shall be opened. These envelopes shall contain one set of the following documents:-

**a) TECHNICAL BID ENVELOPE (cover-1) shall contain the following documents:**

- i) Scanned copy of Demand Draft/Pay order or Banker's Cheque of any Nationalised/ Scheduled Bank towards Earnest Money Deposit (EMD) in pdf format in favour of "**National Science Centre**", payable at **New Delhi**".
- ii) Scanned copy of Enlistment Order/Registration certificate with appropriate Authority as applicable in pdf format, if any.
- iii) Scanned copies of proof of eligibility as per Clause No. 2 of specific WORK EXPERIENCE CERTIFICATES / WORK COMPLETION CERTIFICATE along with Work Order/ Letter of Intent issued by Govt./Semi-Govt. /Autonomous/PSUs and/or Reputed Institution of requisite magnitude with appropriate Authority as per the NIT in pdf format.
- iv) **The documents mentioned above in clause 11-a (iii) i.e. experience certificates/ work completion certificate etc, all complete, also to be submitted in hard copies physically at National Science Centre, New Delhi on or before 2.30 PM on 18.08.2023.**
- v) Scanned copy of declaration & UNDERTAKING (as per Annexure – "A") duly signed with company seal in pdf format which also includes the undertaking that "The physical EMD shall be deposited by me/us with the office of **National Science Centre, New Delhi- 110001** 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."
- vi) Scanned copy of VALID ELECTRICAL LICENCE in pdf format.
- vii) Details of Bidder participating in tender: in pdf format as per **Annexure-B**.
- viii) Technical details and specification of 8persons capacity (544 kg) Elevator as per **Annexure-C**.
- ix) Scanned copy of PAN card of the Agency in pdf format.
- x) Scanned copy of the GSTIN Certificate of the Agency in .pdf. format.
- xi) Scanned copy of Income Tax returns for last three (3) years in .pdf. format.
- xii) Tender Document comprising of Schedule of Quantities / specification in pdf. format (TENDERXXXXX.pdf file) digitally signed. (Physical copy of the NIT document duly signed and stamped must be submitted on or before 2.00 PM on 18.08.2023.)

- xiii) Scanned copy of UNDERTAKING (as **per Annexure-D**) duly signed in letter head with company seal with .pdf format.
- b) **FINANCIAL BID ENVELOPE (Cover 2) shall contain:**
- i) Rate Quote Sheet (Item Rate Template) in .xls format.  
Bidder shall quote item rate in this Envelope.
- ii) **COST BREAK UP SHEET (ANNEXURE – F) (Page-1 & Page-2)** Item – A (Elevators), Item-B (AMCs) and Net Cost as per Abstract of cost.
13. E-tenders which do not fulfill any of the above conditions or are incomplete in any respect are liable for summarily rejection.
14. The Museum/Centre does not bind itself to accept the lowest e-tender/bid and the right to reject or accept any or all the e-tenders / bids, e-tendered items or schedules received without assigning any reason whatsoever.
15. Canvassing in connection with e-tenders/bids is strictly prohibited and the e-tenders/bids submitted by the tenderers/ bidders who resort to canvassing will be liable for rejection on that ground alone.
16. E-tenders incorporating additional conditions are liable to be rejected.
17. The tenderer(s) must declare in writing that neither he nor any of them is in anyway related to any officer in the National Council of Science Museums, Kolkata or any of its constituent units as per the format given in **Annexure –“A”**.
18. G.S.T or any other tax , Labour Cess etc. or duties 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 or duties 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 (increase or decrease) to any extent before or during the execution of the work. The successful tenderer/bidder shall be paid at their net rate quoted.
20. **For the purpose of opening of the e-tenders / bids as described in Clause 11 of the Notice Inviting e-tender it is clarified that only on receiving the EMD physically at National Science Centre, New Delhi before the bid opening date, the Technical Bid Envelope will be opened. After the authority is satisfied that the documents in the Technical Bid Envelope are in order, the FINANCIAL BID ENVELOPE will be opened, subsequently.**
21. **The documents mentioned above in clause 11-a (iii) i.e. experience certificates/ work completion certificate etc, all complete, also to be submitted in hard copies physically at National Science Centre, New Delhi before due date of opening of tender.**



22. It may be noted that the Technical Bid Envelope which are not found in order as per requirements may be summarily rejected.
23. Earnest Money Deposit is liable to be forfeited if the successful e-tenderer/bidder selected for the work fails to sign the formal agreement within 07 days from the date of issue of Letter of Intent to them by the Museum/Centre.
24. The selected tenderer will be issued a Letter of Intent by the Museum/Centre and given 07 days mobilization time which shall be counted from the date of issue of the Letter of Intent. Within the mobilization time the tenderer must scrutinize all the working drawings, CPM/PERT/BAR CHART, specifications, etc. and obtain clarifications from the Competent Authority wherever necessary and submit a revised BAR CHART if required by the Museum/Centre. During the mobilization time, the tenderer shall also mobilize all their resources including men and materials, obtain the supply of water and electricity necessary for construction, erect temporary storage facility at site if necessary and sign an Agreement with Museum/Centre in approved format at site 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.
25. The validity period of the e-tender shall be at least **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 virtual completion as certified by the Museum/Centre.
Time for Completion	:	<b>Six (06) Months</b> from the date of Letter of Intent as per NIT Clause 4 read with NIT Clause 23.
Minimum value of work for Interim Certificate	:	Eight lakh or less at the discretion of the Museum/Centre but not more than one running bill in a fortnight.
Earnest Money to be deposited with the e-tender	:	<b>Rs. 40,000/-</b> being 2.5% of the estimated value of the e-tender, rounded off to the nearest hundred).
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

<b>Total</b>	:	<b>10% as per the following detail-</b>
i. EMD	:	2.5% of the tender value to be deposited with tender (ref. clause No. 10 of NIT)
ii. Performance guarantee	:	5% of tendered value to be deposited on award of work before signing of agreement through Demand Draft issued by a Nationalised Bank/Certified Cheque from a Nationalised Bank. It is to be noted that the Performance guarantee is to be drawn or duly pledged as the case be, in favour of the <b>National Science Centre</b> , payable at <b>New Delhi</b> .
iii. Retention Money	:	2.5% of the bill value to be deducted from each R.A. Bill during the progress of work.
Period of submitting final bill By the successful tenderer	:	03 months from the date of virtual completion.

**FORMAT FOR LETTER OF INTENT**

..... Date.....  
(Mention file number)

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 07days mobilization time from the date of issue of this letter of Intent for mobilizing your men, materials and other necessary resources for the construction. During mobilization 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 6 (Six) weeks in which mobilization time period of 07 days is also included. The date of commencement of work would be reckoned as the date of issue of this letter (as per clause 23 of NIT).

Thanking you,

Yours faithfully,

Sd/-

Dy. Controller of Admin

**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

.....

.....

..... therein done and has

caused

*(Name of the work)*

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 Cash or Bank Draft/Bank Guarantee a sum of Rupees .....  
.....(*exact amount in words*) the amount being 2.5% of the estimated value of the e-tender rounded off to the nearest hundred) with the Museum Centre as Initial 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 Twelve(12) weeks..... from the date of issue of letter of intent (as defined under NIT clauses 5 and 23) 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 herein above 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).....

**INDEX FOR  
GENERAL CONDITIONS OF CONTRACT**

1.	Interpretation
2.	Engineer
3.	Scope of Contract
4.	Scope of Work
5.	Inspection of Site
6.	Water, Electricity and Godown
7.	Successful e-tenderer to provide Everything Necessary
8.	Drawings Designs etc.
9.	Reference Drawings & Shop Drawings
10.	Schedule of Rates and Specifications
11.	Error in schedule of quantities if any
12.	Nomenclature of item
13.	Metric Units
14.	C P W D Specifications and I S Codes
15.	Order of precedence
16.	Setting out work etc.
17.	Materials
18.	Faulty Materials and Work
19.	Access
20.	Defect Liability Period and Defects after completion
21.	Opening of work
22.	Work in Subsoil Water/Rainwater/Water
23.	Heights
24.	Scaffolding, Centering& Shuttering
25.	Glazing
26.	Wood Work
27.	Site Clearance and Clean up
28.	Rates
29.	Quantities
30.	Secured Advance
31.	Retention money
32.	Authorities Notice and Patents
33.	Deviations
34.	Price for Deviations
35.	Measurements
36.	Preparation of Running and Final Bills
37.	Certificates and payments
38.	Time and Damages for non-completion of work in time
39.	Extension of time
40.	Suspension of work by Successful E-tenderer

41.	Determination of Contract by Museum/Centre
42.	Termination of contract by successful e-tenderer
43.	Arbitration
44.	Compensation
45.	Work on Holidays
46.	Work Supervisor and Foreman
47.	Dismissal of Workmen etc.
48.	Assignment of subletting or bribes
49.	Other Persons engaged by Museum/Centre
50.	Other Agencies Provisional sums
51.	Labour Wages & Regulations
52.	Insurance for Damage to persons and property
53.	Notice



## 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 **National Science Centre, New Delhi** under the National Council of Science Museums which shall include the persons for the time being in management of the Society and its assigns.

“Engineer” shall mean the Curator or Technical Officer authorized as such by the Museum/Centre or in the event of his ceasing to be Engineer for the work such other firm or persons 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 the Agency awarded the contract 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 persons 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 Authorized 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 persons 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 33.

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 43 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 GODOWN**

The successful e-tenderer shall construct at the site, at his cost, temporary cement godown if required within the mobilization 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 EVERY THING 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, Aluminum 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 Paneling, 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 from time to time. 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-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 ANDWORK**

- (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 persons 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 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 AFTERCOMPLETION**

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/persons 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 multi-floor 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 anti-termite paint. E-tenderer's rates shall include application of two coats of anti-termite paint.

#### 27. **SITE CLEARANCE AND CLEANUP**

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 discoloration 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, freight, and any other taxes as may be applicable 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. **SECURED ADVANCE**

(a) The Successful e-tenderer shall not be entitled to be paid for the materials brought to site, which remains unused or unfixd. The Engineer, with the concurrence of the Museum/Centre may pay an advance upto 85% of the cost of such material as calculated from the respective e-tender item. When in any certificate, of which the Successful e-tenderer has received payment the value of material at site has been included, such materials shall become the property of the Museum/Centre but the Successful e-tenderer shall be liable for any loss or damage to any such material. They shall furnish an indemnity bond in the prescribed form along with their claim for advance against materials brought to site for *bonafide* use in specific items under the schedule of quantities.

- (b) The secured advance so paid shall be adjusted in the running account bills as and when the materials are used subject to wastage.
- (c) If the specification or schedule of quantities of the work provided use of any special description of materials to be supplied by the Museum/Centre or it is required that the Successful e-tenderer shall use certain stores to be provided by the Museum/Centre, such materials and stores and the price to be charged therefore as hereinafter mentioned, being so far as practicable for the inconvenience of the Successful e-tenderer but not so as in any way to control the meaning or effect of this contract, the Successful e-tenderer may be supplied with such materials and stores as and when required from time to time to be used by him for the purpose of the Contract only, and the value of the full quantity of material and stores supplied at the rates specified in the said schedule appendix memorandum may be set off or deducted from any sum then due or thereafter to become due to the Successful e-tenderer under the contract or otherwise, or from the retention money or against the sale proceeds thereof, if the same is held up in Government Securities, the same or sufficient portion thereof being in this case sold for the purpose. All materials supplied to the Successful e-tenderer by the Museum/Centre shall remain absolute property of the Museum/Centre. The Successful e-tenderer shall be fully responsible for their storage and maintenance and shall not on any account remove those from the site of the work. The material shall at all times be open to inspection by the Engineer and/or the Museum/Centre. At the time of the completion of work or termination of the contract, or even earlier if so required by the museum/centre, the same shall be returned to them. The successful e-tenderer shall not be entitled to return any such material unless the same is, in the opinion of the Engineer of the Museum/Centre in perfectly good condition; and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.
- (d) Owing to restriction in obtaining certain materials from the market, the Museum/Centre may undertake to supply certain materials at specified rates as stated in the appendix. In case of delay in supply of these materials by the Museum/Centre, the Successful e-tenderer is required to keep himself in touch with the day to day position regarding the supply of such materials from the Museum/Centre and to adjust the progress of the work in a manner that his labour do not remain idle, nor thereby lodge any claim due to or arising out of delay in obtaining such materials. No claim whatsoever shall be entertained by the Museum/Centre on account of delays in supply of these materials.
- (e) The Successful e-tenderer shall ensure that only the required quantities of materials are got issued and the surplus quantities of materials, if in good condition, shall be taken by the Museum/Centre at the rates fixed in the Appendix.

- (f) Essentiality Certificates/Permits/Recommendation Letters for materials available at controlled rates etc. would be given by the Museum/Centre, if required by the successful e-tenderer. It will, however, be their responsibility to obtain materials against the certificates or otherwise, and no claim on this account or any extension of time for completion of works will be entertained by the Museum/Centre. The Successful e-tenderer shall use materials thus procured exclusively in this work and for misuse, if any, he shall be solely responsible.

### **31. RETENTION OF MONEY**

This shall mean and be 10% of the total cost of work awarded or the gross value of the work as paid for against this contract whichever is greater including the initial earnest money, performance guarantee and 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.

50% of the retention money will be refunded to the successful tenderer after six months of virtual completion of work and after the successful tenderer has rectified all the defects pointed out to him.

### **32. 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, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

### **33. DEVIATIONS**

The successful e-tenderer may when authorize 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 authorization 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 authorized extra shall be governed by Clause 35. No variation i.e. additions or substitutions shall vitiate the contract.

### **34. 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.

### **35. 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.

### **36. PREPARATION OF RUNNING AND FINALBILLS**

Minimum value of work for interim certificate shall be ₹1,00,000/- (One lakh) (or less at discretion of the Museum/Centre) but not more than one running bill, in a fortnight, 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 up to 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.

### **37. 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 subject to a maximum of Rs. 5.00 lakhs. 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, 50% of the amount under retention money shall be refunded without interest within three months of the date of virtual completion of the works and the balance after the defect liability period is over or the final bill is passed for payment whichever is later.
- (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 powerto:
- (i) Seize and utilize 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.

**38. TIME AND DAMAGES FOR NON-COMPLETION OF WORK INTIME**

- (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 mobilization 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.

**39. 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 neighboring 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 organization 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 not attributable to the successful e-tenderer as indicated above then the escalation clause will remain in force and the successful e-tenderer will be entitled to receive extra payments for variation in prices and wages subject to the ceiling limit of 20% of the total value of work as indicated in Clause 30.

However the Museum/Centre in the interest of work is, allows any extension of time for reasons of delay directly attributable to the successful e-tenderer, the escalation clause (Clause 30 of conditions of contract) will not remain in force during such extended period.

#### **40. SUSPENSION OF WORK BY THE SUCCESSFUL-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 Engineers 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 persons 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.

#### **41. 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 there under 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 installment 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.

#### **42. TERMINATION OF CONTRACT BY SUCCESSFUL-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.

#### **43. 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 & Conciliation 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.

**44. 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.

**45. 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.

**46. 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.

**47. 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.

**48. 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 persons 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.

**49. OTHER PERSONS 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.

**50. 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.

**51. 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 laborer's 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.

**52. INSURANCE FOR DAMAGE TO PERSONS 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 persons 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 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.

**53. 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.



**FORMAT FOR  
BOND FOR SECURED ADVANCES AGAINST  
SUPPLY OF MATERIALS**

KNOW ALL MEN by these presents that I/WE .....  
..... do hereby bind myself/ourselves, my/our  
respective heirs, executors, administrators and assigns to pay to the.....  
.....  
.....u  
nder the National Council of Science Museums a Society registered under the Societies  
Registration Act, 1961 (hereinafter called 'The Museum/Centre') on demand a sum of Rs  
..... (Rupees .....

.....  
only).  
Dated this .....day of ..... two thousand and  
.....only).

WHEREAS by an agreement dated.....for work  
of .....  
the Museum/Centre has agreed in its discretion to allow advance on security of materials  
belonging to me/us and brought by me/us to the site of the works undertaken by me/us for  
construction purposes.

AND WHEREAS the Museum/Centre has agreed to advance to me/us a sum of  
Rs.....(Rupees.....  
.....  
only).

on the security of materials shown in the schedule below and the said Museum/Centre has  
granted advance of Rs.....

KNOW ALL MEN by these presents that I/WE .....  
..... do hereby bind myself/ourselves, my/our  
respective heirs, executors, administrators and assigns to pay to the.....  
.....  
.....  
under the National Council of Science Museums a Society registered under the Societies  
Registration Act, 1961 (hereinafter called 'The Museum/Centre') on demand a sum of Rs  
..... (Rupees .....

.....  
only).  
Dated this .....day of ..... two thousand and  
.....only).

WHEREAS by an agreement dated.....for work of .....the Museum/Centre has agreed in its discretion to allow advance on security of materials belonging to me/us and brought by me/us to the site of the works undertaken by me/us for construction purposes.

AND WHEREAS the Museum/Centre has agreed to advance to me/us a sum of Rs.....(Rupees.....only).on the security of materials shown in the schedule below and the said Museum/Centre has granted advance of Rs.....NOW THE CONDITIONS OF THE SAID WRITTEN OBLIGATION IS THAT IN THE EVENT OF THE SAID BOUNDEN

- (a) not using the sum advanced for expediting the execution of the works under the said contract.
- (b) offering as security properly, not absolutely his own property or encumbered in any manner.
- (c) not acting in accordance with the terms of the agreement for the execution of the work.
- (d) failing to make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the materials which shall remain in the site of the said works in his own custody and at his responsibility, open to inspection by the Museum/Centre or any officer authorized in that behalf.
- (e) using the materials or any part thereof in such a manner as to be damaged or deteriorated in a greater degree than is due to usual wear and tear thereof.
- (f) removing the said materials from the site of works except with the written permission of the Museum/Centre or any officer authorised in that behalf.
- (g) failing to repay the advance in full before receiving payment of the price payable to him for the said work under the terms and the provision of the said agreement.
- (h) defaulting in the performance or observance in any respect of any of the terms and the provisions of the agreement.
- (i) or committing a breach in any manner whatsoever of any other terms of the contract or default in repayment of the money

AND upon his making such payment the above written obligation shall be void and of no effect, otherwise, it shall be and remain in full force and vital.

Provided always that it is hereby agreed and declared the decision of the Museum/Centre as to whether the said .....has or has not performed the obligations and observed the conditions hereinbefore recited shall be final and binding on the successful e-tenderer.

Signed by the above bounden  
in the presence of

(1) .....

(2) .....

### Special Terms and Conditions

<b>Term of Payment</b>	Payment of 70% of the contract value on receipt of the material at site in usable and sound conditions will be made, on inspection and full satisfaction to the Engineer-in-Charge. Balance payment will be made on commissioning and handing over of the Elevators excluding retention money.
<b>Delivery, Erection &amp; Commissioning</b>	Maximum 06 (six) Months.
<b>Maintenance</b>	1 year (12 Months) free service from date of handing over of the Lift.
<b>License</b>	Obtaining license from the lift authority is in the scope of successful tenderer, if mandatory as per Govt. of Himachal Pradesh. Statutory fee of License will be paid on production of Govt. receipts.
<b>Civil Works</b>	All minor civil works like Chasing/cutting holes in concrete floors/ walls etc and grouting, repairing and mending good all the damages.
<b>Electrical works</b>	220V single, 50 Hz AC supply MCCB panel, Machine room lighting will be provided by the clients, and other electrical works like pit light, power points in lift pit etc. should be carried out by the successful tenderer for which no separate payment shall be made.
<b>Site Inspection</b>	Before quoting the rate, Agency should inspect the site.
<b>Scaffolding</b>	Scaffolding/staging is in the scope of the agency.
<b>Misc.</b>	Any other ancillary works required for the successful supply, installation, testing and commissioning is in the scope of successful tenderer. Nothing extra will be paid and no claim will be entertained.
<b>Rights/authority of National Science Centre, New Delhi</b>	<p><b>National Science Centre, New Delhi</b> reserves the right to</p> <ul style="list-style-type: none"> <li>(a) Accept or Refuse tender documents without assigning any reason.</li> <li>(b) Split and award the work to more than one agency.</li> <li>(c) Reject any or all the tenders or to accept any tender wholly or in part or drop the proposal of receiving tenders at any time without assigning any reason there of and without being liable to refund the cost of tender documents Thereupon.</li> </ul>

(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.

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

Place:

**UNDERTAKING**

This is to certify that I/we have carefully gone through the BOQ/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 physical EMD instrument shall be deposited by me/us with the office of **National Science Centre, New Delhi** inviting the e-tender before the bid opening date otherwise the **National Science Centre, payable at New Delhi** inviting the e-tender may reject the bid and also take action to withdraw my/our enlistment or debar me/us from further tendering in NCSM or its constituent units.

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

Place:

(To be submitted on the Letter Head of the Tenderer)

**DETAILS OF BIDDER PARTICIPATING IN THE TENDER**

<b>Sl. No.</b>	<b>Description</b>	<b>To be filled by bidder</b>
1.	Name of the Agency	
2.	Year of Establishment	
3.	Registered office with full address	
4.	Full Postal Address of communication	
5.	Telephone Number(s) of office	
6.	Contact person Name with Mobile No.	
7.	Fax number	
8.	E-Mail ID	
9.	Website if any	
10.	Nature of Entity - Limited Company, Partnership etc. (attach copy of partnership Deed/ Certification of incorporation as applicable)	
11.	Whether the agency is direct OEM / authorized dealer / having tie with OEM to supply and install the materials on behalf of OEM. Please specify and attach a scanned copy of authorization of OEM.	
12.	Name of Director / Proprietor / Partners with address and telephone nos.	
13.	Technical Staff employed (Attach a separate sheet of the employees with qualifications)	
14.	Annual turnover for last three financial years	
15.	PAN of Bidder	
16.	GSTIN of Bidder	
17.	Bank Solvency certificate (Attach a letter from the banker)	

18.	Whether any Civil Suit / Litigation arisen in the contracts executed during the last 5 years / being executed. If yes, please furnish the name of the contract, employer, nature of work, contract value, work order and date & details of litigation briefly					
19.	Description of similar type of works carried out during last 7 (seven) years in Govt., Semi Govt., Autonomous sector or Private Sector with supporting documents in following format.					
Sl. No.	Client name with address	Type of Work	Cost of Work	Period of contract	Type of Lift	Testimonials submitted (Work order & Completion Certificate)
					Passenger/Goods etc	

I/We hereby solemnly declare that I/we have downloaded all the documents from CPP e-Procurement Portal of NIC and all the uploaded information / statements are true to the best of my/ our knowledge. I/we also declare that my/our firm is not involved in any Litigation or Arbitration with National Council of Science Museums during the last 05 (five) years. I/We further declare that the decision of National Council of Science Museums in this regard shall be final and binding on me/us.

Place:

Date

(Signature with date & seal)

(To be submitted on the Letter Head of the Tenderer)

**Details of the Lift offered by the Tenderer**

1. Type of Lift :
2. Load :
3. Speed :
4. Travel Height :
5. No of stop and opening:
6. Power supply :
7. Control system :
8. Operation :
9. Machine :
10. Car size(in side dimensions) :
11. Car enclosure :
12. Car Panels :
13. Handrails on three sides :
14. False ceiling :
15. Flooring :
16. Car door size :
17. Car door constructions :
18. Landing door size :
19. Landing door constructions :
20. Door operation :
21. Signal design :
22. Details of signal designs :
23. Ventilation :
24. Lighting :
25. Leveling accuracy :
26. Auto rescue device :
27. Voice announcing system :
28. Face plate finish :
29. Face plate shape :
30. Others :

**UNDERTAKING**

(To be submitted in agency's letter head)

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.

If I/We are selected for the job, I/We undertake that the Job shall be taken up as per tender conditions without any delay, otherwise the **National Science Centre, New Delhi** may take action to withdraw my/our enlistment or debar me/us from further tendering in NCSM or its constituent units.

Date:

(Signature of the tenderer)

with company seal/rubber stamp

Place:



## ELECATOR SPECIFICATION SHEET

Features	Specifications	Qty.
Quantity and type	1 No Passenger elevator	
Capacity	544 Kg (8 Passengers)	
Speed	1 Mtr. per second	
Number of floors	2 (Ground+ first floors)	
Operation	Microprocessor based VVVF	
Type of Machine	Machine Room Less (MRL) -Gearless	
Hoist way	2000 mm x 2000 mm	
Number of Landing Entrance	2 (Ground+ first floors)	
Number and position of car entrances	1 (one), In front only	
Floor Designation	G, and 1	
Car travel	4.2 Mtrs (approx)	
Car Enclosure	Stainless steel scratchproof sheet (Moon Rock/ Fabric finish). LED light with Fan and emergency light	
Car size (W x D x H) in mm	1300 x 1100 x 2200/ 2400 inside dimensions.	
Handrail on three sides	Stainless steel Mirror finish	
False ceiling	CD-35 SS Mirror finish decorative ceiling with recessed LED spotlight and air circulator fan.	
Flooring	Granite	
Car Entrance	Power operated Automatic center opening sliding door with stainless steel Moon Rock/ Fabric finish with vision panel.	
Landing Entrance	Power operated Automatic center opening sliding door with stainless steel Moon Rock/ Fabric finish with vision panel.	
Door opening	About 800/900 mm wide , 2000 mm high	
Door operation	Fully automatic multi ray electronic door detector system with telescopic opening.	
Landing door frame	Stainless steel Moon Rock/ Fabric finish with vision panel.	
Type of control system	Microprocessor based simplex selective/ collective control with/without attendant	
Signals	Indicator for all landing, floor position, Alarm and indicator for overload protection. Detail: <ol style="list-style-type: none"> <li>1. Combined luminous hall button with 16 segment digital hall position indicator at all floors.</li> <li>2. Car operating panel with luminous button, 16 segment digital hall position indicator combined with direction arrows, overload warning indicator.</li> <li>3. Battery operated alarm bell &amp; emergency light.</li> <li>4. Fireman's switch at main lobby.</li> </ol>	
Faceplate	Rectangular, Stainless steel in hairline finish with attractive buttons along with digital floor position indicators.	
Rescue Device	Lift to be fitted with <b>“automatic rescue device” having necessary battery bank for backup</b>	
Other Features	<ol style="list-style-type: none"> <li>1. Open, close door buttons.</li> <li>2. Auto circuit fan and LED lights</li> <li>3. Anti-nuisance car call protection</li> <li>4. Load Weighing Device with Auto over Load Protection.</li> <li>5. Infra red curtain door protection</li> <li>6. Pre-recorded Voice Announcement System for floor</li> </ol>	

	<p>position only.</p> <ol style="list-style-type: none"> <li>7. Adjustable guide shoes and Pit ladder</li> <li>8. Door nudging</li> <li>9. Fireman’s switch on GF home landing</li> <li>10. Automatic Rescue Device(ARD) with batteries</li> <li>11. Intercom system required with parallel link/signals at GF RECEPTION Desk, if desired.</li> <li>12. Car chime</li> <li>13. Audible car call buttons</li> <li>14. Emergency bell &amp; light unit</li> <li>15. Protection against forced prevention of closing of door</li> <li>16. Emergency alarm button</li> <li>17. Extra door time for Ground floor ( to be adjustable)</li> <li>18. Fire extinguishers</li> <li>19. Spring/Hydraulic Buffers</li> <li>20. BMS shall include potential free contacts for elevators for <ol style="list-style-type: none"> <li>a) Lift Direction &amp; b) Lift Position</li> </ol> </li> <li>21. Braille signage to be posted outside lift lobby.</li> </ol>	
	<p>The comprehensive rate offered should be inclusive of freight &amp; handling charges, inclusive of all taxes, <b>GST</b>, duties, cess, etc as applicable, a comprehensive guarantee for <b>12</b> months from the date of handing over the elevator after installation, testing &amp; commissioning and also inclusive of obtaining a <b>LICENCE TO WORK LIFT</b> from the competent authority.</p>	<p>1 No.</p>

**ANNEXURE-G****BANK DETAIL OF NATIONAL SCIENCE CENTRE, DELHI**

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