E-TENDER DOCUMENT

For

Renovation of toilet blocks at DSC Digha.

बिड़ला औद्योगिक तथा प्रौद्योगिक संग्रहालय, कोलकाता

BIRLA INDUSTRIAL & TECHNOLOGICAL MUSEUM, KOLKATA

(राष्ट्रीय विज्ञान संग्रहालय परिषद की एक इकाई)

(A unit of National Council of Science Museums)

संस्कृति मंत्रालय, भारत सरकार

Ministry of Culture, Government of India

19 ए, गुरुसदय रोड, कोलकाता – 700 019

19A, Gurusaday Road, Kolkata – 700 019

Ministry of Culture
Government of India
सत्यमेव जयते

NATIONAL COUNCIL
OF SCIENCE MUSEUMS

(A Unit under Ministry of Culture, Govt. of India)

Message No 1

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

Message No 1

इस बोली के संदर्भ में कोई भी पत्राचार, बोलीदाता केवल आधिकारिक ई-मेल/सीपीपीपी पोर्टल/एनसीएसएम वेबसाइट पर किए गए संचार/सूचना का ही संज्ञान लेगा। किसी अन्य स्रोत से प्राप्त संचार के अन्य साधनों/एसएमएस संदेशों पर कोई पुनरावृत्ति नहीं, कोई संज्ञान नहीं लिया जाएगा।

Message No 2

Clarification in Public Interest

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

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

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

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

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

➢ NCSM does not ask for any money from the Supplier /tenderer/ firm at any stage of the procurement process other than applicable Bid Security Deposit (EMD) to be paid through NCSM's payment gateway online or through Demand Draft while submitting the bid security on offline mode.

➢ A fraudulent SMS/WhatsApp may mention the Bank account number of an individual. The account details would be given upon calling up on the number mentioned in the fraudulent SMS/WhatsApp. In any case the Bank account would not be in the name of "NCSM".

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

In case of any doubt, please contact on Mob.9477248001; Landline (033)2287-7241 [Extn. 311]

Message No 2

जनहित में स्पष्टीकरण

राष्ट्रीय विज्ञान संग्रहालय परिषद (एन.सी.एस.एम. की) : निविदा प्रक्रिया

यह हमारे ध्यान में लाया गया है कि कुछ अनैतिक (बेईमान) तत्व "एनसीएसएम"/"कार्यकारी प्रशासक, एनसीएसएम" के होने का दावा करते हुए झूठे एसएमएस/व्हाट्सएप भेज रहे हैं। एसएमएस/व्हाट्सएप पर एनएससीएम/सीआरटीएल की विभिन्न परियोजनाओं के लिए विभिन्न सामग्रियों/सेवाओं की खरीद के लिए अनिवार्य बोली शुल्क/प्रभार आदि के रूप में एक निश्चित राशि जमा करने के लिए कहा जाता है। एसएमएस/व्हाट्सएप को गलत तरीके से "एनसीएसएम"/"कार्यकारी प्रशासक, एनसीएसएम" का बताया जाता है।

एनसीएसएम ने ऐसा कोई एसएमएस/व्हाट्सएप नहीं भेजा है। कृपया ध्यान दें कि एनसीएसएम, अपनी नीति के अनुसार, बोली सुरक्षा जमा (ईएमडी) के अलावा कोई अन्य धनराशि नहीं मांगता है। ऑनलाइन निविदा जमा करते समय आवेदन शुल्क भुगतान गेटवे के माध्यम से या ऑफलाइन मोड पर निविदा शुल्क जमा करते समय डिमांड ड्राफ्ट के माध्यम से जमा किया जाना चाहिए।

इन संचारों में एनसीएसएम का निविदा आईडी या डोमेन नाम होता है। राष्ट्रीय विज्ञान संग्रहालय परिषद (एनसीएसएम) को प्रामाणिक बनाने के लिए एनसीएसएम इस मुद्दे से निपटने के लिए उचित कदम उठा रहा है।

एक जागरूक आपूर्तिकर्ता/निविदादाता/फर्म के रूप में, कृपया धोखाधड़ी वाले एसएमएस/व्हाट्सएप की पहचान करने के लिए निम्नलिखित बिंदुओं पर ध्यान दें :

- एनसीएसएम खरीद प्रक्रिया के किसी भी चरण में आपूर्तिकर्ता/निविदादाता/फर्म से लागू बोली सुरक्षा जमा (ईएमडी) के अलावा कोई धनराशि नहीं मांगता है, जिसका भुगतान एनसीएसएम के भुगतान गेटवे के माध्यम से ऑनलाइन या ऑफलाइन मोड पर बोली सुरक्षा जमा करते समय डिमांड ड्राफ्ट के माध्यम से किया जाना है।
- धोखाधड़ी वाले एसएमएस/व्हाट्सएप में किसी व्यक्ति का बैंक खाता नंबर का उल्लेख हो सकता है। धोखाधड़ी वाले एसएमएस/व्हाट्सएप में दिए गए नंबर पर कॉल करने पर खाते का विवरण दिया जाएगा। किसी भी स्थिति में बैंक खाता "एनसीएसएम" के नाम पर नहीं होगा।
- हम विक्रेता/निविदादाता/फर्म को सलाह देते हैं कि वे किसी भी धोखाधड़ी वाले एसएमएस/व्हाट्सएप/टेलीफोन कॉल का जवाब न दें और किसी भी व्यक्ति को कोई भुगतान न करें।

किसी भी संदेह की स्थिति में कृपया एनसीएसएम के दूरभाष सं. Mob.9477248001; Landline (033)2287-7241 [Extn. 311] पर संपर्क करें।

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

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

REGISTRATION

1) 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.

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

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

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

5) Only one valid DSC should be registered by 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.

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

SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal, to facilitate tenderers/ bidders to search active tenders by several parameters. These parameters could include organization name, location, date, value, etc. There is also an option of '**Advanced Search**' for tenders, wherein the tenderers/ bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

2) Once the 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.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1) 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.

2) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally they can be in PDF / XLS / RAR / DWF formats as mentioned. **Bid documents may be scanned with 100 dpi with black and white option.**

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

SUBMISSION OF BIDS

1) 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.

2) Tenderer/ bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Tenderer/ bidder has to select the payment option as "offline"/ "online" to pay the ~~Tender Fee &~~ EMD and enter details of DD/any other accepted instrument.

4) 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.

5) 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.

6) 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 (Percentage BoQ Template)** (.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 (Percentage BoQ Template)** file, open it and complete the green 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 (Percentage BoQ 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 BITM authority shall be final and binding.**

7) 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 System Clock).

8) 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.

9) The uploaded tender documents become readable only after the tender opening by the authorized tender/ bid openers.

10) 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.

11) 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

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the **Tender Inviting Authority(TIA), Birla Industrial & Technological Museum, 19A, Gurusaday Road, Kolkata-700019, West Bengal. Ph. 033–22877241, Mob: 9477345291 Fax- 033-2287 0233 Email at: director@bitm.gov.in official website: www.bitm.gov.in**

2) 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)

Ref. No: BM-49(83)/W/Digha/2026 Dated: 16.10.2026

1. The **Birla Industrial & Technological Museum** is a constituent unit under the National Council of Science Museums, Kolkata* (*hereinafter referred to as the Museum/Centre).

2. Online e-tenders (Percentage Rate Bid) are hereby invited from reputed and experienced Engineering/ Technical contractors capable of carrying out the work of **"Renovation of toilet blocks at DSC Digha."** with excellent finishing quality. Documents are to be submitted online to the Central Public Procurement Portal website https://eprocure.gov.in/eprocure/app, before the prescribed date & time, using the valid Digital Signature certificate (DSC) obtained from the authorized agencies of NIC & valid GST registration number.

3. The work primarily involves renovation of visitors' toilet at the ground floor of museum building and staff toilet inside the office. It comprises of Civil works such as Earth work, Brick work, Plastering, Concreting, Flooring, Painting, False ceiling, Aluminium work etc. and also various Sanitary & Plumbing works. (refer tender Specification & BOQ).

4. The place of work would be at **Digha Science Centre, Fore Shore Road, Digha New Township, Midnapore (East)- 721463, West Bengal.**

5. **Important Information & Dates:**

Estimated cost of work (INR) including GST & LWC	11.73 Lakh (Approx.)
EMD Amount (INR)	29,400/-
Cost of tender document/ tender fee (INR)	Nil.
Period of completion of work	120 days from the date of issue of LoI
Bid Document Publishing Date & Time	16th October, 2026 (As per portal time).
Bid Document Download Start Date & Time	16th October, 2026 (As per portal time).
Bid Document Download End Date & Time	5th November, 2026 (As per portal time).
Bid submission Start Date & Time	16th October, 2026 (As per portal time).
Bid submission End Date & Time	5th November, 2026 (As per portal time).
Bid Opening (Technical) Date & Time	6th November, 2026 (As per portal time).
Address of Tender Inviting Authority	Director Birla Industrial & Technological Museum, 19A, Gurusaday Road, Kolkata-700019, West Bengal.

6. Time for carrying out the work will be **120 (One hundred and Twenty) days** from the date of issue of Letter of Intent.

7. ELIGIBILITY CRITERIA:

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

7.1 Financial Criteria:

7.1.1 **Average Annual Financial Turnover** of the agency **on Civil construction or renovation works should be at least 50%** of the estimated cost put to tender during the immediate last three consecutive financial years.

7.2 Technical Criteria (For Construction):

7.2.1 The agency should have adequate and relevant past experience during the preceding **seven years (01.10.2019 to 30.09.2026)** in successfully executing works of similar nature referred hereunder and having the following eligibility: -

(i) 03 (three) similar nature of works like repairing and renovation of old building, flooring, painting, aluminium works, sanitary & plumbing works and other allied civil works etc. (at least one of them should be in Central Government / Central Autonomous Bodies/ State PWD/ Central Public Sector Undertakings, Reputed Private Sector listed on BSE /NSE) each costing not less than 40% of estimated cost.

OR

(ii) 02 (two) similar nature of works like repairing and renovation of old building, flooring, painting, aluminium works, sanitary & plumbing works and other allied civil works etc. (at least one of them should be in Central Government / Central Autonomous Bodies/ State PWD/ Central Public Sector Undertakings, Reputed Private Sector listed on BSE /NSE) each costing not less than 50% of the estimated cost.

OR

(iii) 01 (one) similar nature of works like repairing and renovation of old building, flooring, painting, aluminium works, sanitary & plumbing works and other allied civil works etc. (at least one of them should be in Central Government / Central Autonomous Bodies/ State PWD/ Central/ Public Sector Undertakings, Reputed Private Sector listed on BSE /NSE) each costing not less than 80% of the estimated cost.

7.2.2 Agencies should have valid **GST** Registration Certificate & Permanent Account Number **(PAN).**

7.2.3 **Performance of the agencies who have previously executed or are executing works under NCSM or any of its constituent units shall also be taken into consideration during technical evaluation. In case any adverse record relating to negligence, unsatisfactory performance, inordinate delay in execution, poor workmanship/quality of work, non-compliance with contractual obligations, or any other material deficiency is found against an agency, the bid of such agency may be summarily rejected at the technical evaluation stage. Such rejection shall be at the sole discretion of the Competent Authority and shall be without prejudice to any other action permissible under the terms and conditions of the tender.**

8. The intending tenderers/ bidders must read the terms and conditions of BITM carefully. They should only submit their bid if they consider themselves eligible and if they are in possession of all the documents required.

9. Information and Instructions for tenderers/ bidders posted on website shall form a part of the bid document.

10. The bid document consisting of drawings, 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.

11. 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 their uploaded documents are found to be in order.

12. Those contractors not registered on the website mentioned above, are required to get themselves registered beforehand.

13. The intending tenderer/ bidder must have valid Class II or Class III Certificates with signing key usage (DSC) to submit the bid.

14. 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** shall contain the following documents in **".pdf"** format:

i) Scanned copy of Demand Draft/ Pay order/ Banker`s Cheque of any Nationalised/ Scheduled Bank/ proof of online payment to BITM Account as per detail below towards **Earnest Money Deposit (EMD)** in pdf format in favour of "**Birla Industrial and Technological Museum**" payable at Kolkata. Details of Bank account is as under: -

Name of the Beneficiary	**Birla Industrial and Technological Museum**
Name of Beneficiary's Bank	**State Bank of India**
Address of Beneficiary's Bank branch	**Syed Amir Ali Avenue, Park Circus, Kolkata-700017**
Beneficiary's Bank Account No.	**10513451673**
Beneficiary's Bank IFSC Code	**SBIN0001749**
MICR Code	**700002077**

ii) Scanned copy of Enlistment Order/Registration certificate with appropriate Authority as applicable in pdf format, if any.

iii) Scanned copies of specific WORK EXPERIENCE CERTIFICATES/ 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) Scanned copy of UNDERTAKING (as per **"Annexure – B"**) duly signed with company seal in pdf format which also includes the undertaking that "The physical EMD (*in case of DD/Banker's Cheque/Pay Order*) shall be deposited by me/us with the office of **BITM** calling the bid before the bid opening date otherwise the department may reject the tender/bid and also take action to withdraw my/our enlistment/debar me/us from further tendering in BITM or any of its constituent units."

v) Scanned copy of duly filled up Pre-qualification form attached as "**Annexure – A**" and to be submitted along with supporting documents.

vi) Scanned copy of tender acceptance letter attached as "**Annexure – C**".

vii) Scanned copy of GST Registration Certificate, PAN card, ESI, EPF and license for engagement of labourers from appropriate authority.

viii) Relevant document for **Average Financial Turnover** on construction work which should be at least **50%** of the value of the estimated cost put to tender during the immediate last 03 (three) consecutive financial years.

ix) **Bank Solvency Certificate** of the amount equal to **40 %** of the estimated cost put to Tender.

x) Digitally signed copy of tender Document comprising of Schedule of Quantities/specification and drawing in pdf format (NIT.pdf file).

xi) Participation in the tender is invited only from Class-I local suppliers in conformity to GoI PPP-MII Order 2017 and Revision therein dated 19/07/2024. Bids of all other classes of vendors / agencies are not liable to be considered for evaluation and will be summarily rejected. The bid must be accompanied by a declaration and compliance certificate to this effect signed by competent /authorized person of the firm / suppliers in their letterhead without which the bids are liable to be rejected. Self Certification under preference to Make in India Order as per "**Annexure - D".**

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

(i) Rate Quote Sheet (Percentage BoQ Template) in .xls format. Bidders may quote their percentage rate in this envelope.

15. E-tenders which do not fulfil any of the above conditions or are incomplete in any respect are liable for summary rejection.

16. The Museum/Centre does not bind itself to accept the lowest e-tender/bid and reserves to itself the authority to reject or accept any or all the e-tenders/bids, e-tendered items or schedules received without assigning any reason whatsoever.

17. Canvassing in connection with e-tenders/bids is strictly prohibited and the e-tenders/bids submitted by the tenderers/bidders that resort to canvassing will be liable for rejection on that ground alone.

18. E-tenders incorporating additional conditions are liable to be rejected.

19. 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 – "B".**

20. All taxes including GST, Labour Welfare 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, duties, Labour cess etc. even if imposed or levied either before or after the e-tenders are opened or during currency of contract.

21. 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 only.

22. For the purpose of opening of the e-tenders/ bids as described in Clause 14 of the Notice Inviting e-tender it is clarified that only on receiving the ~~**(i) tender document fee and (ii)**~~ **EMD** (*in case of DD/Banker's Cheque/Pay Order*)**, physically at Civil section of BITM, Kolkata** 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** may be opened, subsequently.

23. **It may be noted that the Technical Bid Envelope which are not found in order as per BITM's requirements may be summarily rejected.**

24. The selected tenderer will be issued a Letter of Intent (LoI) by the Museum/Centre to award the work and given 15 days mobilisation time which shall be counted from the date of issue of the Letter of Intent. Within the mobilisation time the tenderer must scrutinise all the working drawings, ~~CPM/PERT/BAR CHART~~, specifications etc. and obtain clarifications from the Architect/ Engineer In charge wherever necessary and submit a BAR CHART to the Museum/Centre. During the mobilisation time, the tenderer shall also mobilise all their resources including men and materials, obtain the supply of water and electricity necessary for construction, erect a temporary cement godown at site if necessary. ***The date of commencement of work shall be the date of issue of Letter of Intent***.

25. The successful e-tenderer selected for the work shall deposit requisite "Performance Security/ Guarantee" and subsequently sign the formal "Agreement" in non-judicial stamp paper of appropriate value within 15 days from the date of issue of Letter of Intent (LoI) to them by the Museum/Centre, failing which the LOI for award of work is liable to be cancelled and EMD/ Performance Security will be forfeited.

26. 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.

27. **Agencies registered under MSME shall be eligible for exemption only from payment of the Earnest Money Deposit (EMD) and Tender Fee,** if applicable, subject to submission of valid and relevant MSME registration documents as prescribed under the applicable rules. No other concessions, preferences, benefits, or percentage weightage shall be admissible on this account. However, in the event an MSME-registered agency is selected for award of the work, the agency shall be required to deposit **'Performance Security'** at the rate of **3%** of the tendered value of the work within 15 (fifteen) days from the date of issuance of the Letter of Intent (LoI), in the prescribed form and manner. Failure to deposit the Performance Security within the stipulated period shall be treated as a breach of the tender conditions and may result in withdrawal/ cancellation of the LoI and such other action as may be permissible under the applicable rules and terms and conditions of the tender.

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 or the end of following monsoon whichever is longer.
Period of AMC	:	**120 days (One twenty days)** from the date of Letter of Intent. [Abide by NIT Clause 6 & 24]
Minimum value of work for Interim Certificate/ Payment	:	40% of the tendered value or less at the discretion of the Museum/ Centre but not more than one running bill in a month.
Earnest Money to be deposited with the e-tender	:	29,400/- (being 2.5% of the estimated value of the e-tender, rounded off to the nearest hundred), subject to a maximum of Rs.5 lakh.
Liquidated damages for non-completion of work in time (Clause 39d of the general conditions of contract).	:	One percent per week of the total cost of the work awarded subject to a maximum of 10% of gross value of work done or cost of the work awarded whichever is greater.
Liquidated damages for insufficient progress of work (Clause 39c of the general conditions of Contract).	:	Half percent per week of the total cost of the work awarded subject to a maximum of 10% of gross value of work done or cost of the work awarded whichever is greater.

2. RETENTION MONEY FOR INTERIM PAYMENT

Total amount of Retention money/ Security deposit will be 10% of the gross value of the work done and shall be deposited/ recovered as follows:

i) Performance Security/ Guarantee	:	3% of the tender value of the work (After adjusting EMD deposited with tender) to be deposited within 15days from the date of issue of LOI and before signing of Agreement, through Demand Draft/ Pay order/ Banker`s Cheque of any Nationalised/ Scheduled Bank in favour of the Birla Industrial and Technological Museum, payble at Kolkata or online payment to BITM account.
ii) Security Deposit	:	10% of the gross value of work (after adjusting the Performance Security/Guarantee and EMD) to be recovered from RA Bills.
Period of submitting final bill by the successful e-tenderer	:	3 months from the date of virtual completion.

~~3. ESCALATION CLAUSE~~ (This clause is deleted & not applicable for this tender)

~~As per Clause 30 of the General Conditions of Contract~~.

~~4. MATERIALS TO BE ISSUED~~ ~~(for civil works only)~~ (This clause is deleted & not applicable for this tender)

~~1. Ordinary Portland cement/ Portland Pozzolana cement~~

~~atRs…….. per metric tonne (in non-returnable bags)~~

~~2. Tor-Steel Rs…… Per M.T.~~

~~M.S. Round/Bars Rs…… Per M.T.~~

~~5. REMARKS~~ ~~(for civil works only)~~ (This clause is deleted & not applicable for this tender)

~~Cement shall be issued by the Museum/Centre only for in-situ work or per-cast coffer slabs and not for preparing mosaic tiles or any other precast work. No white cement shall be issued by Museum/Centre. Steel rounds from 6 mm diameter and above (and not wire mesh or smaller size) shall be issued only for in-situ RCC work. No steel shall be issued for pre-cast work for non RCC work e.g. grills, window frames, door frames, railings, flats and bars etc. Cement and steel to be delivered by the Museum/Centre at site. It shall be the responsibility of the successful e-tenderer to erect at site an appropriate shed for proper storage of cement with a capacity for three months consumption. The stored cement shall be under double lock with one key in custody of the successful e-tenderer and the other key in custody of the Museum/Centre so that the storage shed can be opened only in presence of both together. It shall be the responsibility of the successful e-tenderer to arrange for electricity and water or any other service required for construction and to arrange for housing of their own staff outside the site.~~

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

~~FORMAT FOR BANK GUARANTEE BOND~~

~~(For EMD only)~~

~~1. In consideration of the (Name and address of the Museum/Centre) hereinafter called the Museum/Centre having stipulated under clause 10 of the Notice Inviting E-tender No. …….. for the work of (mention name of work as in NIT) at the aforesaid site agreed to accept payment of Earnest Money for due fulfilment of the terms and conditions contained in the said NIT (including appendix) for participation in the e-tender from (Name and address of the prospective e-tenderer) (hereinafter called the prospective e-tenderer) by production of a bank guarantee of (Mention amount of EMD in figure & words) only, we (Name and address of Bank furnishing guarantee (Br. Code ……..) (hereinafter referred to as "The Bank") do hereby undertake to pay to the Museum/Centre an amount not exceeding (mention EMD amount in figure & Words) only against any loss or damage caused to or suffered or would be caused to or suffered by the Museum/Centre by reasons of any breach by the said prospective e-tenderer of any of the terms or conditions contained in the said NIT (including appendix) relating to participation in the e-tender.~~

~~2. We, (Name of Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Museum/Centre stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Museum/Centre under National Council of Science Museums by reasons of any breach by the said prospective e-tenderer of any of the terms or conditions contained in the said NIT (including appendix) or by reason of the prospective e-tenderer's failure to comply with conditions contained in the said NIT relating to participation in the e-tender. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding (mention amount of EMD in figures and words) only.~~

~~3. We, (Name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period as mentioned in Clauses 22 and 23 of the said NIT (including appendix) or the period stipulated under clause 24 for deciding the e-tender and that it shall continue to be enforceable till the dues of the Museum/Centre under or by virtue of the said NIT (including appendix) have been fully paid and its claims satisfied or discharged or the Museum/Centre certified that the terms and conditions of the said NIT (including appendix) have been fully and properly honoured and carried out by the said prospective e-tenderer for participation in the e-tender and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the periods stipulated above, we shall be discharged from all liability under this guarantee thereafter.~~

~~4. We, (Name of the Bank) further agree with the Museum/Centre that they shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to extend time of deciding the e-tender as may be expedient and to forbear or enforce any of the terms and conditions relating to the NIT (including appendix) and we shall not be relieved from our liability by reason of any such extension being granted to the said proposed e-tenderer for any forbearance, or act of omission on the part of the Museum/Centre or any indulgence by the Museum/Centre to the said proposed e-tenderer or by any such matter or thing whatsoever which under the law relating to surety.~~

~~5. We, (Name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Museum/ Centre in writing.~~

~~Dated, the …….. day of ……..……~~

~~For ……..~~
~~(Authorised signatory of the Bank with Seal)~~

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

~~FORMAT FOR BANK GUARANTEE BOND *~~

~~(For Retention Money/Security Deposit only)~~

~~1. In consideration of the ……..…….…….. …….....…….. (hereinafter called "The Museum/Centre") having agreed to exempt …….……..……. .. …….. (Hereinafter called the "successful e-tenderer' from the demand, under Clause 10 of the Notice inviting E-tender No. …… dated …… and/or the terms and conditions of an Agreement dated ……. Made between the Museum/Centre and successful e-tenderer(s) …… for ……(hereinafter called "the said agreement") of Earnest Money/Retention Money for the due fulfilment by the said Contract(s) of the terms and conditions contained in the said NIT or the conditions of (execution of work) or the agreement on production of a bank guarantee of Rs…… (Rupees …… …… only), We ……..……(hereinafter referred to as "The Bank") do hereby undertake to pay to the Museum/Centre an amount not exceeding Rs……..…….. against any loss or damage caused to or suffered or would be caused to or suffered by the Museum/Centre by reasons of any breach by the said successful e-tenderer of any of the terms or conditions contained in the said NIT, the conditions of Contract or the Agreement.~~

~~2. We, ……. do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Museum/Centre stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Museum/Centre under National Council of Science Museums by reasons of any breach by the said successful e-tenderer of any of the terms or conditions contained in the said NIT or the conditions of contract or the Agreement or by reason of the successful e-tenderer's failure to perform as per conditions contained the said NIT or the condition of contract or the Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs……..~~

~~*Note:(Bank guarantee bond towards Retention Money/Security deposit as defined under clause 32 of the General Conditions of contract at the time of signing of agreement on award of work acceptable only if furnished by any of the Nationalised Banks.)~~

~~3. We, ……..…….. further agree that the guarantee herein contained shall remain in full force and effect during the period as mentioned in Clause 22 of the said NIT read with clause 32 of the conditions of contract, or the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till the dues of the Museum/Centre under or by virtue of the said NIT or the conditions of contract or the Agreement have been fully paid and its claims satisfied or discharged or the Museum/Centre certified that the terms and conditions of the said NIT or the conditions of contract or the Agreement have been fully and properly honoured and carried out by said successful e-tenderer and accordingly discharges the guarantee.~~

~~Unless a demand or claim under this guarantee is made on us in writing on or before the ……..~~
~~We shall be discharged from all liability under this guarantee thereafter.~~

~~4. We, …….. further agree with the Museum/Centre that they shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said successful e-tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the Museum/Centre against the said successful e-tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said successful e-tenderer for any forbearance, or act of omission on the part of the Museum/Centre or any indulgence by the Museum/Centre to the said successful e-tenderer or by any such matter or thing whatsoever which under the law relating to surety.~~

~~5. We, ……..lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Museum/Centre in writing.~~

~~Dated, the ……. day of ……~~

~~For ……~~
~~*(Authorised signatory of the Bank with seal)*~~

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 `……

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

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

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

Please note that the work has to be completed within ……days/ weeks/months in which mobilisation time period of 15 days is also included. The date of commencement of work would be reckoned as the date of issue of this letter (as per clause 6 & 24 of NIT).

Thanking you,

Yours faithfully,
sd/-
Controller of Administration

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

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

FORMAT FOR ARTICLES OF AGREEMENT

INSTRUCTIONS (not to be typed in Agreement)

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

ARTICLES OF AGREEMENT made at……
…….…….....…*(Place)*
this…… day of …….. between the .....
(Date) *(Month & Year)*
……
……..
(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~~/online payment a sum of Rupees …….…. *(exact amount in words)* the amount being 3% of the tendered value (after adjusting EMD) rounded off to the nearest hundred with the Museum Centre as Initial Security/ Performance security for the due performance of this Agreement as provided in the said conditions. ~~In the case of Bank Guarantee,~~

~~the period of Bank Guarantee referred to being valid until the defect liability period as specified in e-tender and to be revalidated to required dates as demanded by the Museum/Centre if completion date is extended.~~

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

1. In consideration of the payments to be made to him as hereinafter provided the successful e-tenderer shall upon and subject to the conditions herein contained execute and complete the work within ..... days from the date of issue of letter of intent (as defined under NIT clauses 6 and 24) and as per the said drawings and such further detailed drawings as may be furnished to him from time to time and described in the said specifications and the said priced schedule of quantities along with the progress of the building work.

2. The Museum/Centre shall pay to the successful e-tenderer such sum as shall become payable hereunder at the time and in the manner specified in the said conditions.

3. Time is the essence of this agreement and the successful e-tenderer shall proceed with the work, throughout the stipulated period of this contract, strictly according to the CPM/PERT/BAR CHART attached herewith and forming a part of this agreement. At any stage during execution, if any work lags behind the target as indicated in the CPM/PERT/BAR CHART for reasons directly attributable to the successful e-tenderer, he shall pay or allow the Museum/Centre to deduct from any money due to him a liquidated damage as per Clause 39 of the conditions of contract.

4. This agreement comprises the work above and all subsidiary works connected therewith, even though such works may not be shown on the drawings, or described in the said specifications or the priced Schedule of Quantities.

5. The Museum/Centre through the Engineer (As defined under clause 2 of General conditions of contract) reserves to itself the right of altering the drawings and of adding to or omitting any item of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall not vitiate this agreement.

6. All disputes and differences of any kind whatever except as excluded under Clause 2 of General Conditions of contract appended herewith, arising out of or in connection with the contract on the carrying out of works (Whether during the progress of the work or after their completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to arbitration as per Clause 44 of the said conditions of contract. In case of any legal dispute, other than the arbitration, the court of jurisdiction shall be at the place written in the first line of this agreement.

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

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

Signed by for and on behalf of the Museum/Centre ……..

……
(Dy. Controller of Administration)

In the presence of

1. ……
(Dy. Controller/ Section Officer of Finance & Accounts)

Seal

2. ……
(Project Co-coordinator/DSO/ Engineer)

Signed by the said Successful e-tenderer …….

In the presence of

1. ……

Seal

2. …….

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

3. SCOPE OF THE CONTRACT

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

(a) The variation or modification of the design, quality or quantity of works for the addition or omissions or substitution of any work.

(b) Any discrepancy in the drawings or between the schedule of quantities and/or drawing and/or specifications.

(c) The removal from the site of any material brought therein by the successful e-tenderer and the substitution of any other materials there from.

(d) The removal and/or re-execution of any works executed by the successful e-tenderer.

(e) The dismissal from the works of any 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 34.

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

4. SCOPE OF WORK

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

5. INSPECTION OF SITE

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

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

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

6. WATER, ELECTRICITY AND CEMENT GODOWN

The successful e-tenderer shall construct at the site at their own cost temporary cement godown within the mobilisation time as described in NIT Clause 24, 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~~. The contractor shall be provided free of cost water and electricity required for the construction. The contractor shall arrange, at his own cost, from the source of water and electricity within the campus at DSC, Digha.

7. SUCCESSFUL E-TENDERER TO PROVIDE EVERYTHING NECESSARY

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

same to the Engineer who shall decide which shall be followed. Figured dimensions shall be followed in reference to scale.

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

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

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

8. DRAWINGS, DESIGNS ETC.

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

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

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

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

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

One complete set of drawing, specifications and schedule of quantities shall be furnished by the Engineer to the successful e-tenderer and the Engineer shall furnish, within such time as he may

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

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

9. REFERENCE DRAWINGS & SHOP DRAWINGS

Reference Drawings

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

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

Shop Drawings

The Successful e-tenderer at his own cost shall submit to the Engineer as well as to the Architect four copies of shop drawings related to structural steel work, Aluminium door/window, Glazing work, 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/ WB PWD specifications & relevant I.S. Code of practice shall be applicable, for all items of work.

15. ORDER OF PRECEDENCE

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

(a) Schedule of Quantities.

(b) Notice Inviting E-tender (NIT)

(c) General Conditions of Contract (GCC)

(d) Drawings and notes thereon.

(e) Specifications for General Building (civil works) Sanitary and Plumbing, Electrical Installation, Air-conditioning, Acoustic Treatment, Furniture making and/or Wood Panelling, Elevators and Escalators, etc.

(f) CPWD/ PWD Specifications & I.S. codes.

16. SETTING OUT WORK ETC.

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

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

17. MATERIALS

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

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

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

(a) Storage of Materials

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

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

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

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

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

(b) Inspection and Testing of Materials

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

18. FAULTY MATERIALS AND WORK

(a) The Engineer shall during the progress of the work has power to order in writing from time to time the removal from the work, within such reasonable time or times as may be specified in the order, to any materials and/or Workmanship which in the opinion of the Engineer are not in accordance with the specifications or the instructions of the Engineer. The substitution of proper materials or any workmanship and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions shall have to be forthwith carried out by the Successful e-tenderer at his own cost upon receiving such order. In case of default on the part of the Successful e-tenderer to carry out such order the Museum/Centre shall have the power to employ any other 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 upon and subject to the conditions of this contract or from his liability to make good all defects.

19. ACCESS

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

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

20. DEFECT LIABILITY PERIOD AND DEFECTS AFTER COMPLETION

Defect Liability, Period shall be **One year** from the date of virtual completion of work, as certified by the Museum/Centre. Any defect, shrinkage or other faults, which may appear within the defect liability period, in the opinion of the Engineer, arising from materials or workmanship not in accordance with the contract or from failure to take due precautions, shall upon the directions in writing of the engineer and within such reasonable time as shall be specified therein be amended and made good by the Successful e-tenderer at his own cost. In case of default, the Museum/Centre may employ and pay any other person/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. Centring, shuttering and scaffolding required for execution of this work may vary from single floor height to multiform heights, which may require multiple staging, scaffolding, centring 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 antitermite paint. E-tenderer's rates shall include application of two coats of antitermite paint.

27. SITE CLEARANCE AND CLEAN UP

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

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

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

28. RATES

The rates quoted by the Successful e-tenderer shall be paid at net rates. He should include in his rates allowance for increase or decrease in the prices due to market fluctuation. He shall not be entitled to any separate amount on account of taxes including GST, duties, octroi, excise, freight, Labour Welfare Cess 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. ~~Enhancement in rates shall be allowed on e-tender rates only as provided for in the Escalation Clause, given in Clause 30~~.

29. QUANTITIES

All the quantities given in schedule of quantities are provisional.

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

~~30. ESCALATION CLAUSE~~ (This clause is deleted & not applicable for this tender)

~~Payments for variation in prices and wages (escalation) will be admissible as per following details.~~

~~(i) **Material Escalation:** The increase in price of all materials beyond quoted rates will be compensated by the department as per formula given below:~~

~~$Vm = 70/100 \times (0.85v - (C+S)) \times (WI - WI_0 / WI_0)$~~

~~Where:~~

~~Vm~~	~~Variation in materials cost i.e. increase or decrease in the amount in paid or recovered.~~	
~~V~~	~~Value of work done excluding advances on material, if any during the period under reckoning.~~	
~~C~~	~~Cost of cement used in the work~~	~~(Value of (C+S) shall be put in the formula if these materials are issued by the museum/centre). (Otherwise if cement and steel are not issued by the Museum/Centre, the value of (C+S) shall be taken as Zero).~~
~~S~~	~~Cost of Steel used in the Work~~	
~~WI~~	~~Average All India Wholesale Price Index for all commodities for the period under reckoning as published in the RBI Bulletin~~	
~~WI_0~~	~~Average All India Wholesale Price Index for all Commodities during the month of opening of the e-tender as published in the RBI Bulletin.~~	

~~(ii) **Labour Escalation:** Increase in the cost of labour beyond quoted rates will be compensated by the museum/centre as per formula given below:~~

~~$VL = 30/100 \times (0.85V - (C+S)) \times I - I_0 / I_0$~~

~~Where:~~

~~VL - Variation in labour cost i.e. increase or decrease in the Amount in rupees to be paid or recovered.~~

~~V, C & S - As stated under (I) above.~~

~~I~~ ~~Average All India Consumer Price Index Number for Industrial Workers declared by Labour Bureau, Government of India, as published in RBI Bulletin during the period under reckoning.~~

~~I_0~~ ~~Average All India Consumer Price Index Number for Industrial Workers declared by Labour Bureau, Government of India, as published in RBI Bulletin during the month of opening of e-tender.~~

~~No Claims for other escalation on any account whatsoever will be entertained.~~

~~The amount of escalation will be calculated monthly for the work done in that particular month and will be paid for quarterly. Escalation is not permissible on successful e-tenderer's overhead and profit that explains the term 0.85V.~~

~~**Ceiling on amount due to escalation** – In no case total amount of escalation, to be paid for the entire work will exceed 20% of the total cost of the work based on the e-tendered rate.~~

31. SECURED ADVANCE

(a) The Successful e-tenderer shall not be entitled to be paid for the materials brought to site, which remains unused or unfixed. 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.

32. 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 subject to a maximum of Rs.5.00 lakh including the initial security deposit/ Performance Security Money 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 e-tenderer under this contract, or any other contract. The successful e-tenderer can give Performance Security money through online payment or in the form of a Demand Draft/ Banker's Cheque issued by Nationalized/ Scheduled bank to be drawn or duly pledged as the case may be, in favour of the **BIRLA INDUSTRIAL AND TECHNOLOGICAL MUSEUM, payable at KOLKATA.** ~~The successful e-tenderer can give retention money in the form of a Bank Guarantee from a Nationalised Bank in approved format to the extent of 10% of the total cost of work awarded subject to a maximum of Rs. 5.00 lakh and valid for a period equal to completion period plus one year (which will have to be suitably extended to cover defect liability period and extended period of contract whichever is later). E-tenderers who have deposited earnest money in cash or in Bank Guarantee along with the e-tender could get refund of earnest money deposited in cash or Bank Guarantee after the Bank Guarantee for the 10% of the total cost subject to a maximum of Rs. 5.00 lakh is received and accepted by the Museum/Centre. The retention money in the form of Bank Guarantee will not be accepted in parts~~.

~~The successful e-tenderer shall have to extend the Bank Guarantee period, from time to time at least three weeks before the expiry of a Bank Guarantee to cover the defects liability period, reckoned from the date of virtual completion. In case they fail to extend the Bank Guarantee at least three weeks before its expiry, it shall be considered a breach of contract on the part of the successful e-tenderer and hence, the Museum/Centre shall be free to demand the Guarantee money from the Bank.~~ **100% of the retention money without interest will be refunded to the successful e-tenderer after 12(twelve) months of virtual completion of work and after the successful e-tenderer has rectified all the defects pointed out to him.**

33. AUTHORITIES, NOTICES AND PATENTS

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

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

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

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

34. DEVIATIONS

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

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

35. PRICE FOR DEVIATIONS

Deviations shall be valued at the net rates contained in the E-tenderers' original e-tender or where the same may not apply direct at rates analogous to the prices therein contained. If the

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

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

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

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

36. MEASUREMENTS

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

37. PREPARATION OF RUNNING AND FINAL BILLS

Minimum value of work for interim certificate shall be Rupees Three 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 upto the extent of 75% of net final bill amount may be paid to the successful e-tenderer, with the approval of the Engineer at his direction even after the completion date is over.

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

38. CERTIFICATES AND PAYMENTS

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

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

(c) The Engineer or his authorised representative will issue on the basis of necessary measurement interim valuation certificates to the Successful e-tenderer in respect of items of work, rates for which exist in the priced schedule of quantities or have been subsequently agreed upon between the parties, and shall send the measurement books and the valuation certificates to the Museum/Centre. The Successful e-tenderer shall be entitled under these certificates of the Engineer to payments, within 15 days from the date of each certificate, unless objected as provided in sub-clauses (a) & (b) at the rate of maximum 90% of the value of work so executed and the balance being retained towards retention money 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 power to:

(i) Seize and utilise the said materials or any part thereof for the completion of the works.

(ii) Remove and sell by public auction the materials seized or any part thereof, and out of the proceeds of the sale, retain all sums repayable to the Museum/Centre together with interest thereon at the rate prescribed by Govt. of India from time to time for capital outlays.

(iii) Deduct all or any part of moneys owing from out of the retention money or any other sum or sums due to the Successful e-tenderer under this agreement.

(g) The Successful e-tenderer agrees that before final payment shall be made on the contract, he will sign and deliver to the Museum/Centre either in the measurement books or otherwise as required, a valid release and discharge certificate from any and all claims and demands whatever from the Museum/Centre for all matters arising out of or connected with the contract.

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

(a) All the construction works shall progress strictly as per the enclosed CPM/PERT/BAR CHART. If however, the Successful e-tenderer desires some minor modifications in the same he may apply to the Museum/Centre within mobilisation time and before execution of the agreement indicating the reasons for which changes are required. The Museum/Centre may after scrutiny, agree to the modifications suggested if the reasons cited by the successful e-tenderer are considered valid. The decision of the Museum/Centre in this respect will be final and binding. The modifications, if any, are to be incorporated in the CPM/PERT/BAR CHART and this will form a part of the agreement.

(b) The starting time specified for carrying out of the work as entered in the CPM/PERT/BAR CHART shall be reckoned from the date of issue of the Letter of Intent. The date of completion or such date as is duly extended under Clause 40 shall be strictly observed by the Successful e-tenderer. The work shall, throughout the stipulated period of the contract, be preceded with all diligence (Time being deemed to be the essence of this Contract) by the successful e-tenderer strictly according to the CPM/PERT/BAR CHART which is a part of this agreement.

(c) At any stage during the execution of the work if the work lags behind the target indicated in the CPM/PERT/BAR CHART for reasons directly attributable to the Successful e-

tenderer, he shall be liable to pay as agreed liquidated damages equivalent to half percent of the total cost of work awarded every week for the period the work lags behind the CPM/PERT/BAR CHART subject to a maximum of 10% of the total value of work, awarded or gross value of work done, whichever is greater.

(d) In the event of Successful e-tenderer's inability to complete the construction work by the scheduled date of completion, the Museum/Centre shall have the right to terminate the contract as per Clause 42 or allow the successful e-tenderer to continue and complete the work within specific date. In the latter case, during the period of continuation, the successful e-tenderer shall pay as agreed liquidated damage equivalent to one per cent of the total cost of work awarded for every week that the work remains unfinished subject to a maximum of 10% of the total value of work awarded or gross value of work done, whichever is greater.

40. EXTENSION OF TIME

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

(a) by reason of any exceptionally inclement weather like Cyclone, severe flood etc., normal monsoon shall not be considered a valid reason for extension of time,

(b) by reason of proceedings taken or threatened by, or legal disputes with adjoining or neighbouring owners,

(c) due to delay in the work of other agencies or tradesman engaged or nominated by the museum/centre: if such delay is directly responsible for delay in execution of this work,

(d) by reason of any general strike or lockout affecting the building made, strike or any kind of labour trouble in successful e-tenderer's own organisation shall not be a valid reason for extension,

(e) in the event of delay in execution of work wholly attributable to delay in supply of drawings by Architect or Museum/Centre in spite of request from the successful e-tenderer well in advance, he shall apply in writing to the Engineer within seven days of the date of the hindrance on account of which he desires such extensions as aforesaid and the engineer, with the consent of the Museum/Centre may if reasonable ground be shown therefore allow such extension of time, if any, be necessary or proper,

(f) in case of the total value of the work exceeds the total value of the e-tender owing to deviation in quantities or extra items, the successful e-tenderer will be entitled to ask for extension of time in proportion to the increased value of work. Increase in value of work due to escalation as per Clause 30 shall not be a valid reason for extension of time.

(g) No extension of time shall be given to the successful e-tenderer for non supply or delay in supply of cement and/or steel as per Clause 56. The successful e-tenderer hereby agrees that extension of time requested for by him and granted by the Museum/Centre shall be treated as an extension of time allowed to them without any claim for compensation or damages for any reasons whatsoever including those for which the extension is granted.

~~If an extension of time is granted by the Museum/Centre for reasons of delay 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.

41. SUSPENSION OF WORK BY THE SUCCESSFUL E-TENDERER

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

42. DETERMINATION OF CONTRACT BY THE MUSEUM/CENTRE

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

43. TERMINATION OF CONTRACT BY SUCCESSFUL E-TENDERER

If payment of the amount payable by the Museum/Centre under the certificate of interim payment issued by the Engineer in accordance with clause 38 shall be in arrears and unpaid for sixty days after notice in writing requiring payment of the amount shall have been given by the Successful e-tenderer to the Museum/Centre in manner hereinafter mentioned or if works be

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

44. ARBITRATION

(a) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawing, and instructions hereinbefore mentioned and so to any question, claim right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution of the same whether arising during the progress of the work or after the completion or abandonment thereof but excluding disputes on material and workmanship as per Clause 17 & 18 which is binding on both parties, shall be referred to the sole arbitration of a person nominated by the Director General, National Council of Science Museums and if the former is unable or unwilling to act to the sole arbitration, of some other person appointed by the Director General, NCSM willing to act as such arbitrator. The submission shall be deemed to be submission to Arbitration under the meaning of the Arbitration & Reconciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The award of arbitrator so appointed shall be final, conclusive and binding on all parties to this contract.

(b) It is agreed that the Successful e-tenderer shall not delay the carrying out of the work by reasons of any reference to arbitration and shall proceed with the work with all due diligence and shall, until the decision of arbitration, abide by the decision of the Engineer duly conveyed to him.

(c) The Arbitrator(s) may from time to time with the consent of the parties, extend the time for making and publishing the award.

45. COMPENSATION

All sums payable by way of compensation or liquidated damage under any of these conditions shall be considered as reasonable compensation to be applied to the use of Museum/Centre

without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

46. WORK ON HOLIDAYS

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

47. WORK SUPERVISOR AND FOREMAN

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

48. DISMISSAL OF WORKMEN ETC.

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

49. ASSIGNMENT OR SUBLETTING OR BRIBES

(a) This contract shall not be assigned or sublet without the written approval of the Museum/Centre. If the Successful e-tenderer shall assign or sublet this contract, or attempts to do so or become insolvent or commence insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, pre-requisite award, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the Successful e-tenderer, any of his servants or agents to any officer of the Museum/Centre or to 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 ensure as if the contract had been rescinded under Clause 42 thereof and (in addition) the Successful e-tenderer shall not be entitled to recover or to be paid for any work therefore actually performed under the contract.

(b) The whole of the works including the contract shall be executed by the Successful e-tenderer and he/they shall not directly or indirectly transfer or assign or underlet the contract or any part, share or interest therein nor shall he take a new partner without the written consent of the Museum/Centre and no subletting shall relieve the Successful e-tenderer from the full and entire responsibility of the contract or from active superintendence of the works during the progress.

50. OTHER 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.

51. OTHER AGENCIES AND PROVISIONAL SUMS

(a) The Successful e-tenderer is to afford all reasonable facilities to all other agencies, sub-agencies, specialists, merchants, tradesman and others who may at any time be appointed by the Engineer with the consent of the Museum/Centre for executing any work or supplying any goods relating to the constructions, servicing, equipping or furnishing of the building under construction or in the compound. In case of delay in completion of his work due to other agencies' work, the Successful e-tenderer shall only have a right to ask for extension of time but no other claim on this or any other account shall be entertained by the Museum/Centre.

(b) If any provisional sum is included in the bill of quantities they are to be deducted wholly if not required or in part the Museum/Centre reserves to itself the right to appoint any agency to do the work allowed for in provisional sums and the successful e-tenderer shall not have any right to claim any profits on this account.

52. LABOUR WAGES AND REGULATIONS

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

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

53. INSURANCE FOR DAMAGE TO 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 wherewith. This clause shall be held to include, *interalia*, 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.

54. NOTICE

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

55. APPOINTMENT OF APPRENTICES AS PER APPRENTICES ACT

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

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

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

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

Plumber	: One apprentice for every 2 persons engaged in this category

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

Wireman	: One apprentice for every 7 persons engaged in this category

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

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

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

~~Steel and Cement shall be supplied by the Museum/Centre to the Successful e-tenderer as stated in appendix to the NIT. If for any reason cement and steel is not available, the Successful e-tenderer shall procure the same and complete the work in time after due intimation of the same to the Engineer. The quantities brought by the Successful e-tenderer would be replenished to the Successful e-tenderer at issue rates given in appendix when received, during or after completion of work but before payment of final bill. It shall be the Successful e-tenderer's sole responsibility to ensure that the quality of cement so brought conforms to required standard as specified and support this with Test Certificate for such consignments brought by him and allowed on the works by the Engineer. If steel of required diameters is not available but the Successful e-tenderer could get substituted diameters by exchanging available diameters, in the interest of work, such an exchange would be authorised with the permission of the Engineer but without any extra cost to Museum/Centre. Successful e-tenderer's rates shall be deemed to have been based on issue rates of cement and steel given in the appendix sheet of e-tender and they shall have to use materials issued departmentally as per appendix.~~

~~Successful e-tenderer shall not refuse to receive marginal excess of cement and steel, quantities over and above as shown in the phased programme, if required so as and approved by the Engineer and such storage shall be without any extra cost to the Museum/Centre.~~

~~Receipt of cement and steel from the Museum/Centre's store should be carried out in quickest possible time by the Successful e-tenderer as a bulk supply, once the issue of stores is commenced at site, and without hampering the progress of the work at site.~~

~~Receipt of stores will include submitting indent in duplicate to the Museum/Centre at least two days prior to intended date of receipt. No stores shall be issued on Sundays and Holidays.~~

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

~~When cement is issued in bags, 5% variation in its weight shall be deemed to have been allowed for loss in handling. Each bag shall be deemed to weigh 50 Kg. The successful e-tenderer shall ensure that the correct quantity and only good quality cement is used on the works.~~

~~For reinforcement steel (mild or tor rounds, the weight for issue purpose and recoveries of cost thereof, shall be the actual weight i.e. R.R (Railway Receipt) weight or mill scale weight if supplied by wagon direct or truck weigh bridge weight recorded at producer's works or suppliers stockyard if delivery is by road.~~

~~If steel is issued from the Museum/Centre's store the successful e-tenderer should arrange for necessary labour for weighment and shifting, loading etc. without any extra cost to the Museum/Centre. Steel may, alternatively, be issued by measurement of lengths (for which labour will be arranged by the successful e-tenderer, at his cost) multiplied by standard coefficients. However, the cost of issued steel will be recovered on the basis of weights indicated in the R.R. (Railway Receipt) or weigh-bridge challan issued by the concerned authority owning the weigh-bridge. Cost of recoveries of steel will be on the basis of weight recorded on the approved Weigh-bridge challan irrespective of the method of measurement of steel on the works. It shall be the sole responsibility of the Successful e-tenderer to use appropriate diameter of rods for reinforcement in different structural components in accordance with the drawings and any damage to the structural members for non-conformation to specifications and drawings shall be made good by the successful e-tenderer without any extra cost to the Museum/Centre. Since payment for steel would be made on basis of standard co-efficient on length, the successful e-tenderer should ensure that each dia of rods issued conform to standard co-efficient, and in case it is not, he should at once report to the Engineer and get standard co-efficient established for specific diameter and specific quantity. Weight of steel shall be measured correct to three decimal places. Standard co-efficient will be established in presence of (a) Successful e-tenderer's representative (b) stores officer or his representative (c) the Engineer.~~

~~Steel issued by the Museum/Centre as stated in appendix sheet shall mean mild steel rounds and tor steel to be used exclusively for RCC works. Steel for holdfasts, squares, flats, etc. are to be procured by the Successful e-tenderer.~~

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

~~While receiving the surplus steel back from the successful e-tenderer after the end of the project, the Museum/Centre shall not accept cut pieces less than 3 meters of length. The Successful e-tenderer should take care while cutting rod that the wastage is minimum i.e. he should cut required lengths in such a way that maximum steel is used out of quantity supplied or as directed at site by the Engineer. Variation over 5% will be allowed by the Engineer, if he is satisfied about abnormal wastage.~~

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

~~If the actual consumption of cement is more (upto 5% over theoretical consumption) or less (upto 5% below theoretical consumption) no additional recovery shall be made from the~~

~~Successful e-tenderer. If the actual consumption exceeds 5% over the theoretical consumption, successful e-tenderer shall have to return the surplus cement issued over 5% allowable margin and if he fails to do so, recovery for excess cement shall be made at issue rate or market prevailing on completion date whichever is higher in lieu of issue rate. If however the Engineer is satisfied that excess cement over 5% has actually been used in the work including rectification and dismantled work, and that it has not been removed by the successful e-tenderer from site nor used wastefully, he may allow excess over 5% by waiving recovery at higher rate and his decision in this regard shall be final and binding. If the cement used is less than 5% and the work is of acceptable standard, recovery for cement less used shall be made at issue rates + 15% successful e-tenderer's overheads and profits after allowing 5% variation. C.P.W.D. Cement constants will be used for calculating theoretical cement consumption. 10% excess of cement consumption on hand mixed concrete, if hand mixing is permitted by the Engineer due to any reason, shall not be recovered from the successful e-tenderer, unless such consumption is due to the successful e-tenderer's faulty equipment.~~

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

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

61. PROJECTION (for civil works only)

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

62. DRIP GROOVE (for civil works only)

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

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

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

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

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

65. BRICK WORK (for civil works only)

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

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

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

67. EARTHWORK

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

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…….. ……. 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 authorised 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) ……

Annexure – "A"

Birla Industrial & Technological Museum
(NATIONAL COUNCIL OF SCIENCE MUSEUMS)
19A, Gurusaday Road
Kolkata – 700 019

Tender Ref. No: 49(83)/W/Digha/2026 Dated: 16.10.2026

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

1. Name of the Agency :

2. Permanent Postal Address :

3. Telephone/ Mobile Number :

4. Fax No./ E-mail Address :

5. State whether proprietorship/ partnership/ company :

6. Names and professional qualifications of the proprietor or of partners :

7. Description of **similar type of works** carried out in last **7 years in Govt. / Semi-Govt./ Autonomous Organizations/ PSUs and/ or Reputed Institutions. (Attach copy of the Work Order & Completion Certificate of similar nature of work of requisite magnitude issued by appropriate Authority in pdf. format.)** :

   a) Client :

   b) Name of the work :

   c) Cost of work :

   d) Period of completion :

   e) Staff employed :

8. Present assignments if any :
   (Attach supporting documents in pdf format)

9. List of mechanical equipment owned by the firm :

10. Bank Solvency certificate (if any) from a Nationalized/ Scheduled Bank suitable for taking up this work :

11. Annual turnover of the firm :
(Attach Audit Balance sheet for last 3 years)

12. PAN card No. :
(Attach Copy in pdf format)

13. GSTIN Registration No. :
(Attach Copy in pdf format)

14. Trade licence no. with validity :
(Attach Copy in pdf format)

15. ESIC & PF Registration No. (If any) :

16. Indicate if any court case/arbitration pending against the agency. If so, details thereof may please be mentioned. :

Certified that the information furnished above are true to the best of my/our knowledge. It is hereby declared that I/we will abide by the decision of BITM, Kolkata regarding selection of eligible firms for opening of Financial Bid.

Date :
Place :

Signature of the Tenderer with date & Seal

N.B.: **Enclosures may be attached in pdf. Format if the space is found inadequate/ wherever required.**

(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)

Annexure – "B"

Tender Ref. No: 49(83)/W/Digha/2026 Dated: 16.10.2026

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

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

b) I/We hereby declare that our quoted offer is **inclusive of GST and Labour welfare cess** as applicable.

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

Place:

UNDERTAKING

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

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

I/We also undertake that the physical instrument (*in case of DD/Banker's Cheque/Pay Order*) for ~~Tender Fees &~~ EMD shall be deposited by me/us to the Civil section of BITM, Kolkata inviting the e-tender before the bid opening date otherwise the BITM 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 BITM or its constituent units.

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

Place:

Annexure- "C"

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

To,
The Director
Birla Industrial & Technological Museum
19a, Gurusaday Road
Kolkata-700019

Acceptance of Terms & Conditions of Tender

Tender Ref. No: BM-49(83)/W/Digha/2026, dated 16.10.2026

Name of Work: Renovation of toilet blocks at DSC Digha

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned Tender/ Work' from the web site(s) namely: https://eprocure.gov.in/eprocure/app as per your advertisement, given in the above mentioned website(s).

2. I/ We hereby certify that I/ we have read the entire terms and conditions of the tender documents from Page No. 1 to 62, including all documents like annexure(s), schedule(s), drawing(s) etc., which form part of the contract agreement and / we shall abide hereby by the terms/ conditions/ clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I/ We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in its totality/ entirety.

5. I/ We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I/ We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/ untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

Annexure-"D''

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

In line with Government of India Public Procurement (Preference to Make In India), Order No.E-45021/2/2017-B.E.-II dated 15/06/2017 and its amendments, I/We _____hereby certify that, I/We meet the requirement of Class-I local suppliers in conformity with the above order in respect of minimum local content for materials against Tender ref. no: BM-49(83)/W/Digha/2026 dated 16.10.2026.

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

_____
Signature of bidder with seal and date

SPECIAL TERMS & CONDITIONS:-

The following points are to be noted by the tenderers at the time of tendering for the work of **"Renovation of toilet blocks at DSC Digha."**

1. Tenderers should visit the site before quoting the rate to understand the nature of work and conditions of the site. Agency should personally confirm the nature, scope, purpose, tolerance limit, accuracy, dimensions etc. of the work as per the site conditions related to height, shape, and design etc. of the building and the place/ location of work.

2. The rates shall be quoted inclusive of all materials, ***wastage,*** labour, shifting/ lifting charges, hoisting of trusses, **taxes & duties etc.** required for this job and the agency also needs to bring & supply all the tools, tackles etc. for successful completion of the work. No additional payment shall be made for this purpose.

3. **The work shall be required to carry out without obstructing the visitors' movements and may also be required to carry out beyond office hours (if required) for which no additional payment shall be made.**

4. The quoted rate will be applicable for working upto any height/ level, no extra/ separate payment will be considered on account of this.

5. No additional payment shall be entertained for any curved/ sloped/ ribbed/ odd shapes and the rates shall be comprehensive for all conditions of works and shall be paid according to the rates quoted.

6. Dimensions given in the drawing are only indicative. The actual dimensions may vary depending on the site condition. Works are to be done as per the actual dimensions at site.

7. Fabrication, supply and installation of the ordered items shall be made at DSC, Digha strictly as per approved drawing and specifications. ***Shop drawings, if required shall be submitted by the contractor to the Engineer-in-charge for approval before execution of the work.***

8. The rates indicated herein are for reference purposes only. It shall be the sole responsibility of the contractor to conduct their own due diligence, determine the actual cost of the works, and submit their quotation accordingly.

9. The rates of the items which are not covered under B.O.Q. and required to be done by the contractor shall be paid as per the rates of such items in the latest WB PWD Schedule of Rates-2017/ DSR-2023 in addition along with necessary tender percentage as the case may be.

10. Specifications for each item of work with respect to the consumption and mode of application to be strictly followed.

11. The area and scope of work will be as per the requirements of the Centre and may change from time to time. Any extra work arising out of special programmes or exigencies and beyond the scope of this agreement shall be negotiated separately.

12. Successful tenderer will be required to submit the Tax Invoice & certificates of the materials brought at site, as and when required/ asked by the Engineer concerned. All the materials must be got approved from the Engineer-in-Charge before supplying at site.

13. The work is to be carried out after following all respective precautionary measure and safety rules. Expenditure towards insurance coverage for the labourers working at site has to be included in the rate.

14. Necessary staging and/or scaffolding/ hanging scaffolding, if required, to be erected at the cost of the contractor. No extra payment shall be made for this.

15. Not more than one Running bill will be prepared in a quarter or at the discretion of Engineer-In-Charge in the interest of work.

16. Statutory deductions shall be made in the bill e.g. Income Tax, Labour Welfare Cess, TDS etc.

17. Water and electricity shall be provided free of cost. Contractor shall arrange to take the same from the source of the same within DSC Digha campus.

18. The agency shall ensure compliance of all Acts, Rules and Statutory Orders in force with regard to deployment of their staff in the premises of the Centre for the purpose of this contract and shall keep the Centre indemnified against any liabilities arising out of non-compliance of any of the Acts, Rules or Orders on their part.

19. The successful tenderer shall ensure that wages and allied benefits such as P.F., Bonus, ESI, etc., as prescribed by the State Government from time to time, are paid to their employees. The successful tenderer shall remain liable to the concerned authorities for compliance with the relevant rules and regulations of the State Government, including the Workmen's Compensation Act, and shall be responsible for any contravention thereof. The successful tenderer shall strictly adhere to the minimum wage legislation and pay wages to the staff deployed under this contract as per the applicable laws.

20. The Agency must issue proper identity cards to their employees deployed at any time for the purpose of this contract in order to facilitate verification of their identity by the Centre.

21. The contract can be terminated by the Museum/ Centre at any time without issuance of any notice in the event of gross security risk or gross damage to Museum/ Centre's property due to agency's failure or persistent failures of the agency in providing satisfactory performance to the Museum/ Centre and the decision of the Museum/ Centre in this regard shall be final and binding on the agency.

22. The agency on completion of the specified terms of contract or on termination of the contract shall peacefully vacate the premises of the Centre and remove all their persons and materials from the campus within 48 hrs.

23. Construction materials such as bricks, stone chips, sand etc. shall be stacked at the extreme rear side of the building or as directed by EIC. The required materials shall be taken from the stacking area to the working side by van-rickshaw/ hand trolley/ manual head load only. No truck, mini truck, matador or any four wheelers shall be allowed within the visitors movement area. No extra payment shall be made for this shifting arrangements.

24. All debris created at site during execution of work has to be removed as soon as the work is completed.

25. In case any damages occurred during the period of execution of work, the same has to be mended in good condition matching with existing one at the own cost of the successful bidder.

26. ***Performance of the agencies who have previously executed or are executing works under NCSM or any of its constituent units shall also be taken into consideration during technical evaluation. In case any adverse record relating to negligence, unsatisfactory performance, inordinate delay in execution, poor workmanship/quality of work, non-compliance with contractual obligations, or any other material deficiency is found against an agency, the bid of such agency may be summarily rejected at the technical evaluation stage. Such rejection shall be at the sole discretion of the Competent Authority and shall be without prejudice to any other action permissible under the terms and conditions of the tender.***

27. **Regarding the work directives of the Engineer-in-Charge shall be final and binding.**

28. ***List of Approved Make/ brand materials:***
As per CPWD guidelines for construction purpose list of approved/preferred make of indigenous brands / materials wherever applicable is provided herein below. However, approved equivalent materials and finishes of any other specialized firms may be used, in case it is established that the brand specified below are not available in the market and subject to approval of the alternate brand by the Engineer-in –Charge / Tendering Authority.

All the materials must be approved by the Engineer-in- Charge before supplying at site.

i) Cement: Ultratech, ACC, Lafarge, Ambuja, JSW.

ii) Reinforcement: TATA, SAIL, RINL.

iii) Vitrified/ Ceramic Tiles: Kajaria, Johnson, Nitco, Orient, Somany.

iv) Interior Primer: ICI Dulux, Asian paints, Berger (Water Based Cement primer).

v) Interior Acrylic Emulsion Paint: ICI Dulux Super Clean 3 in 1, Berger Easy Clean fresh, Asian paints Apcolite or equivalent as approved by the EIC.

vi) Exterior Primer: ICI Dulux Weathershield Alkalibloc PU+, Asian paints Smart care Damp Sealth, Berger seal-o-prime or equivalent as approved by the EIC.

vii) Exterior Acrylic Emulsion Paint: ICI Dulux Weathershield Protect, Apex ultima Protek of Asian paint, Barger Weather coat long life 10.

viii) Synthetic Enamel primer: ICI Dulux, Asian Paints, Berger.

ix) Synthetic Enamel paint: ICI Dulux Supergloss 5in1/ Asian Paints Apcolite/ Berger PU.

x) Flush Door: Century, Green Ply, Sylvan, Austin, Merino.

xi) Decorative Laminate: Greenlam, Centurymica, Merino.

xii) Adhesive: Fevicol, Araldite or approved equivalent.

xiii) Glass: Saint Gobain, Modi Guard, Asahi India.

xiv) Aluminium Section: Hindalco, Jindal or approved equivalent.

xv) Vitreous Chinaware fixtures: Jaquar / Hindware / Parryware.

xvi) Hydraulic Door Closer: Godrej/ Ozone/ Hardwin/ Garnish/ DORMA.

xvii) CP brass Bib cock, Stop Cock, Angular etc: Jaquar, Essco, Marc, Parryware.

xviii) CPVC Pipe & fittings: Ori-plast, Supreme, Ashirvad, Astral.

xix) WPC Door: Century, Raunaq, Floresta or equivalent.

xx) UPVC Pipe for soil line: Ori-plast, Supreme, Ashirvad, Astral.

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Digitally signed by SUBHASIS GHOSH
Date: 2026.10.16 17:12:58 IST
Location: eProcure-EPROC