

# **E-TENDER DOCUMENT**

**NAME OF THE WORK:**

**“Providing and Laying PVC flooring for Being Human Gallery  
at Regional Science City, Lucknow.”**

**REGIONAL SCIENCE CITY**  
ALIGANJ EXTENSION, SECTOR-E (EKTA VIHAR),  
LUCKNOW – 226 024

UNDER



**NATIONAL SCIENCE CENTRE**  
(NATIONAL COUNCIL OF SCIENCE MUSEUMS)

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

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

online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

### REGISTRATION

1. Tenderers/bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Click here to Enrol**” on the CPP Portal. Enrolment is free of Charge.
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 a tenderers/bidders. Please note that the tenderers/bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
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

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

## PREPARATION OF BIDS

- (a) Tenderer/bidder should take into account any corrigendum published on the tender document before submitting their bids. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and contents of each of the documents that need to be submitted.
- (b) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally they can be in PDF / XLS / RAR / DWF formats as mentioned. **Bid documents may be scanned with 100 dpi with black and white option.**
- (c) To avoid the time and efforts required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the tenderers/bidders. Tenderers/bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting the bid just by tagging and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## SUBMISSION OF BIDS

- 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” 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)** in .xls format with the tender document, which is to be downloaded and to be filled by all the tenderers/bidders. Tenderers/bidders are required to download the **Rate Quote Sheet (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 NCSM 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**

- (a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the **Tender Inviting Authority (TIA), Director, National Science Centre, Near Gate No. 01, Pragati Maidan, Bhairon Road, New Delhi- 110001 Ph. 011-23371945 Fax- 011-23371263 or 0522-2321804 Website: [www.nscdelhi.org](http://www.nscdelhi.org) Email: [nscdl01@gmail.com](mailto:nscdl01@gmail.com) or [rsclu89@rediffmail.com](mailto:rsclu89@rediffmail.com)**
- (a) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed call to the 24x7 CPP Portal Helpdesk Ph. **1800-3070-2232.**

## NOTICE INVITING e-TENDER (e-NIT)

**No. RSCL/1801/E-Tender-03/2019-20**

**Dated: 24.10.2019**

1. Name of the Museums /Centre: **National Science Centre, Delhi.**
2. Online e-tenders (Percentage Rate Bid) are hereby invited from reputed and experienced Engineering/Technical contractors capable of carrying out the work of “**Providing and laying PVC flooring in Being Human Gallery at Regional Science City, Lucknow**” with excellent finishing quality and having the following eligibility:-
  - (i) **3(three)** similar completed works (at least one of them should be in Central Government / Central Autonomous Bodies/ State PWD/ Central Public Sector Undertakings) each costing not less than 40% of estimated cost.

**OR**

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

**OR**

- (iii) **1(one)** similar completed work (in Central Government/ Central Autonomous Bodies/ State PWD/ Central Public Sector Undertakings) of aggregate cost not less than 80% of the estimated cost.

**And**

Agencies having valid GST Registration Certificate & Income Tax PAN

3. Place of work: **Regional Science City, Aliganj Extension, Sector-E, Ekta Vihar, Lucknow -226 024 (UP).**
4. Important Information & Dates:

Bid Document Published Date	24 <sup>th</sup> October, 2019 (16:00Hr)
Bid Document Download Start Date	24 <sup>th</sup> October, 2019 (16:00Hr)
Bid Clarification Start Date	24 <sup>th</sup> October, 2019 (16:00Hr)
Bid Submission Start Date	24 <sup>th</sup> October, 2019 (16:00Hr)
Bid Clarification End Date	14 <sup>th</sup> November, 2019 (14:00Hr)
Bid Submission End Date	14 <sup>th</sup> November, 2019 (15:00Hr)
Technical Bid Opening Date	15 <sup>th</sup> November, 2019 (15:30Hr)
Estimated Cost	₹ 3,84,625/-
Earnest Money Deposit	<b>₹ 9,700/-</b>
Period of Completion of Work	30 days

### CHECK LIST

Check list of Tender No. **RSCL/1801/E-Tender-03/2019-20** for Providing and laying PVC flooring in Being Human Gallery at Regional Science City, Lucknow-226 024.

Sl. No.	Description	Yes	No
01.	Whether E-Tender uploaded in Two parts (i.e. Technical & Commercial) separately. Please note that one set of original signed bid must be delivered at RSC, Lucknow before the time of opening Technical Bid.		
02	Whether Tender documents carefully studied & understood.		
03	Whether Tender documents duly signed and stamped on all pages is scanned and uploaded as Part – I of the Tender in Central Public Procurement Portal.		
04	Whether Earnest Money of <b>₹9,700/-</b> submitted by Demand Draft No. ....dated..... and Scanned copy of DD uploaded as Part – I of the Tender. Please note that the original DD should be couriered /hand delivered to RSC, Lucknow / online payment details shall be sent to RSCL before the opening time of Technical Bid.		
05	Whether Declaration regarding Non-relation, duly signed and stamped, and scanned copy of the same uploaded as Part – I of the Tender in Central Public Procurement Portal. <b>Annexure A</b>		
06	Whether Declaration certifying that there is no extra conditions quoted in the Offer Form duly signed and stamped, and scanned copy of the same uploaded as Part – I of the Tender in Central Public Procurement Portal. <b>Annexure B</b>		
07	Whether the Undertaking certifying that undersigned gone through all drawing and technical specification laid in tender document duly signed, stamped, and scanned copy of the same uploaded as Part – I of the Tender in Central Public Procurement Portal. <b>Annexure C</b>		
08	Whether tender acceptance letter in <b>Annexure D</b> duly signed and stamped, and scanned copy of the same uploaded as Part – I of the Tender in Central Public Procurement Portal.		
09	Whether information asked about agency ( <b>Annexure-E</b> ) duly signed and stamped, and scanned copy uploaded along with scanned copy of completion certificate of executed works as mentioned in clause 7 ( <b>Annexure-E</b> ) as Part – I of the Tender in Central Public Procurement Portal.		
10	Whether Undertaking ( <b>Annexure-F</b> ) duly signed and stamped and scanned copy uploaded as Part - I of the Tender in Central Public Procurement Portal.		
11	Did you visit the actual site for execution of the works?		

Date:

Signature of the Tenderer

Place:

Official Seal

5. The intending tenderers/bidders must read the terms and conditions of REGIONAL SCIENCE CITY, LUCKNOW carefully. They should only submit their bid if they consider themselves eligible and if they are in possession of all the documents required.
6. Information and Instructions for tenderers/bidders posted on website shall form a part of the bid document.
7. The bid document consisting of plans, specifications, schedule of quantities of various types of items to be executed and the set of Terms and Conditions of the contract to be complied with and other necessary documents can be seen and downloaded from <https://eprocure.gov.in/eprocure/appfree> of cost.
8. 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 (unless otherwise they are exempted from paying the same) , uploaded and found in order. And the financial bids of only those tenderers/bidders shall be opened when they uploaded documents are found to be in order.
9. Those contractors not registered on the website mentioned above, are required to get themselves registered beforehand.
10. The intending tenderer/bidder must have valid Class II or Class III Certificates with signing key usage (DSC) to submit the bid.
11. 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:
    - i) Scanned copy of Demand Draft/Pay order of any Nationalised/ Scheduled Bank towards Earnest Money Deposit (EMD) in pdf format in favour of **Regional Science City** payable at **Lucknow**.
    - ii) Scanned copy of Enlistment Order/Registration certificate, GST registration and PAN with appropriate Authority as applicable in pdf format, if any.
    - iii) Scanned copies proof of eligibility as per Clause No. 2 (i- ii & iii) of specific WORK EXPERIENCE CERTIFICATES/ WORK COMPLETION CERTIFICATE along with Work Order/Letter of Intent issued by Govt. /Semi-Govt. /Autonomous/PSUs and/or Reputed Institution of requisite magnitude with appropriate Authority as per the NIT in .pdf format.
    - iv) Scanned copy of UNDERTAKING (as per Annexure – “A”) duly signed with company seal in pdf format which also includes the undertaking that "The physical EMD shall be deposited by me/us with the office of **REGIONAL SCIENCE CITY, LUCKNOW** calling the bid before the bid opening date

otherwise the department may reject the tender/bid and also take action to withdraw my/our enlistment/debar me/us from further tendering in NCSM or any of its constituent units."

vi) Tender Document comprising of Schedule of Quantities/specification and drawing in pdf format (TENDERXXXXX.pdf file) digitally signed.

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.

12. E-tenders which do not fulfill any of the above conditions or are incomplete in any respect are liable for summary rejection.
13. The Museum/Centre does not bind itself to accept the lowest e-tender/bid and the right to reject or accept any or all the e-tenders/bids, e-tendered items or schedules received without assigning any reason whatsoever.
14. Canvassing in connection with e-tenders/bids is strictly prohibited and the e-tenders/bids submitted by the tenderers/bidders who resort to canvassing will be liable for rejection on that ground alone.
15. E-tenders incorporating additional conditions are liable to be rejected.  
The tenderer(s) must declare in writing that neither he nor any of them is in anyway related to any officer in the Regional Science City, Lucknow (National Council of Science Museums, Kolkata), or any of its constituent units as per the format given in Annexure – "A"
16. Tenders incorporating additional conditions are liable to be rejected.
17. The contractor or contractors must declare in writing that neither he nor any of them is in any way related to any officer in the National Council of Science Museums, Kolkata or any of its constituent units.
18. Income Tax, Labour Cess and GST or duties on materials in respect of this contract will be payable by the contractor. Nothing extra will be payable for increase in such taxes or duties even if imposed or levied either before or after the tenders are opened or during currency of contract.
19. Before submitting the e-tender, the tenderer shall examine all specifications, drawings, conditions of contract and inspect the site if necessary. The e-tender must be balanced in respect of individual items so that the rates quoted shall remain in force even if the quantities deviate (increase or decrease) to any extent before or during the execution of the work. The successful tenderer/bidder shall be paid at their net rate quoted.
20. Earnest Money is liable to be forfeited, if the contractor selected for the work fails to sign the formal agreement within one week from the date of issue of Letter of Intent to the Contractor.
21. The selected contractor will be issued a Letter of Intent by the Museum/Centre and given **one week mobilization time**, unless otherwise indicated in the letter of intent, which shall be counted from the date of issue of the Letter of Intent. Within the mobilization time the contractor must scrutinize all the working drawings, specification etc. and obtain clarification from the architect or the Museum/Centre wherever necessary. During the mobilization time the contractor shall also mobilize all his resources including men and materials, obtain the supply of water and electricity necessary for construction and erect a temporary cement go down at site at his own cost and sign an Agreement with the



Museum/ Centre in approved Format on a non-judicial stamp paper of proper denomination. The date of commencement of work shall be the date of issue of Letter of Intent.

22. The validity period of the e-tender shall be at least 03 (THREE) months from the date of opening of e-tenders. This period may be extended with mutual consent if the decision regarding issue of Letter of Intent is delayed for any reason.

#### APPENDIX

Defect liability period	One Year from the date of completion as Certified by the Museum/Centre.
Time of completion	<b>(30) Thirty Days</b> from the date of commencement of work
Minimum value of work for interim payment	Rs. 25,000/- or more at discretion of the Museum/Centre but not more than one bill in a quarter.
Earnest money	<b>₹9,700/-</b>
Retention money	<b>Total : 10% as per the following detail-</b> i. EMD : 2.5% of the tender value to be deposited with tender (ref. clause No. 10 of NIT) ii. Performance guarantee : 5% of tendered value to be deposited on award of work before signing of agreement through Demand Draft issued by a Nationalised Bank/Certified Cheque from a Nationalised Bank. It is to be noted that the Performance guarantee is to be drawn or duly pledged as the case be, in favour of the <b>REGIONAL SCIENCE CITY</b> payable at <b>LUCKNOW</b> iii. Retention Money : 2.5% of the bill value to be deducted from each R.A. Bill during the progress of work.
Liquidated damages for non-completion of work in time	One percent per week of the total cost of work awarded subject to maximum of 10% of gross value of work done or cost of work awarded whichever is higher.
Validity period of tender	Three months from the date of opening of tender.
Period of submitting final bill of the contractor	Three months from the date of virtual completion.

#### CONDITIONS OF CONTRACT

1. Clauses of the conditions of contract will be part of agreement between Museum / Centre and the successful tenderer.
2. The contractor must visit the site before quoting his rates in the tender and acquaint

himself with site conditions thoroughly. No claims for additional payments would be entertained arising out of contractor's ignorance of site conditions.

3. The rate quoted by the contractor shall include all labour, materials, etc. for executing and completing the item. He should also include in his rate all taxes including GST, octroi duties, excise, freight etc., and also should allow for fluctuations of market prices.
4. The contractor shall arrange at their own cost for water and electricity required for construction.
5. The contractor should quote balanced rate. Quantities given in the schedule are tentative and may vary up to any extent. The Museum/Centre reserves the right to execute or to delete any item or increase or decrease any quantity or quantities of the bill of quantities. Rates quoted in the tender shall be binding for all such variation in quantities.
6. The contractor shall be responsible for the true and perfect setting out of works and also correctness of positions, levels, dimensions and alignment of all parts thereof. If any time any error arises the contractor shall rectify it at his own cost.
7. All soil, filth or other matters of offensive nature or which are of no use shall have to be removed from the premises by the contractor at his own cost.
8. Materials to be used in the work shall conform to I.S. specification if otherwise not stated specifically.
9. The contractor shall be entitled to be paid 75% of the value of materials, non-perishable in nature brought to site, required for construction as secured advance.
10. The contractor is entitled to get payment for interim bills before final bill is paid. The measurement of the work done shall be made jointly.
11. All payments to be made to the contractor shall be entered into Measurement Book. Based on the measurement of the work done, the contractor shall prepare a bill in approved format and submit the same for payment. All bills shall be pre-receipted.
12. 75% advance bill against work done but not measured may also be certified for payment at the discretion of the Museum/Centre in the interest of work. This advance payment shall be adjusted in the next running bill.
13. In case of large amount blocked in final bill, pending technical / audit check, an advance to the extent of 75% of the net final bill shall be released for payment to the contractor and balance amount after full checking of the bill.
14. From the Running Account or final bill, the recovery on account of material supplied by the Museum/Centre with due allowance for wastage, shall be made. The contractor shall submit statement of materials used in the construction work along with the bill.
15. Retention money/security deposit shall be 10% of the gross value of the work awarded

and to be paid by the contractor to the Museum/Centre as mentioned in the appendix above. This retention money shall remain with the Museum/Centre till the end of construction plus defect liability period. This retention money shall be refunded to the contractor after the virtual completion of work plus defect liability period and also rectification of all defects pointed out to him. In case of termination of contract this retention money is forfeited.

16. Contractor may carry out work on Govt. holidays only with the permission of Museum/Centre.
17. Contractor shall keep a qualified and experienced Engineer / supervisor for supervision of work to ensure best quality works.
18. Any deviation from the tender specification, coming as extra or substituted item which are not covered in the tender items need approval of the competent authority of the Museum/Centre. The rates for extra/new/substituted items of work shall be derived from the contract items as far as practicable and rates which cannot be derived from the contract will be fixed on the basis of actual cost of materials and labour plus 10% as contractor's overhead and profit.
19. If during execution of work, sub-soil water is met with or water enters the working place due to rain or any other cause the contractor shall do dewatering by using pumps or manual labour at his own cost.
20. If the work is suspended by the contractor or unduly delayed without obtaining extension of time, the museum/Centre will serve a notice giving 30 days of time and thereafter the incomplete work will be carried out by engaging other agency and in such cases the difference in cost has to be borne by the contractor.
21. The contract can be terminated by both parties after giving one month written notice to the other. In case of contractor serving the notice, his entire retention money including earnest money will be forfeited and his payment will be determined on actual measurement basis on the date of termination of contractor.
22. In case of any dispute arising between the contractor and the Museum/Centre, the matter shall be referred to the sole arbitration of a person nominated by the Director General, National Council of Science Museums, whose decision in this regard shall be final and binding on both the contractor and the Museum/Centre. The provision of the Arbitration and Conciliation Act – 1996 or any statutory modification or reenactment thereof and of rules made hereinafter for the time being in force shall apply to arbitration proceedings under this contract.
23. The contractor shall set up facility for holding his office at site and also provide for hutments, drinking water, sanitation etc. for his labour at his cost.

24. Contractor shall include in his rates provision of shoring, shuttering, centering etc. that might be required for proper execution of work.
25. Without prejudice to anything contained herein the contractor shall indemnify the Museum/Centre against all claims for compensation under the provision of the Workmen's Compensation Act, 1923 (VIII of 1923) by or in respect of any workmen employed by the contractor in carrying out his contract and against all cost and expenses incurred by the Museum/Centre in connection with any such claims and without prejudice to any other means of recovery, the museum/centre shall be entitled to deduct from any money due or to become due to the contractor (whether under this contract or under any other contract) all money paid or payable by the Museum/Centre by way of compensation aforesaid or incurred for costs or expenses in connection with any claim as aforesaid and the contractor agrees that the decision of the Museum/Centre as to the amount payable by the contractor under the provisions of the clause shall be final and conclusive.
26. The Contractor shall also strictly comply with all the provisions of Contract Labour (Regulation and Abolition) Act 1970 and the contract labour (Regulation and Abolition) Central rules 1971 in respect of this contract.
27. The agency shall pay wages and other allied benefits as prescribed under the Minimum Wages Act to the personnel deployed by them at the premises.
28. The agency shall also ensure that no child labour is deployed at the premises for this work.
29. The successful tenderer, who shall be awarded the work, shall be required to execute an agreement in the specified format on a non-judicial stamp paper of appropriate value.

## 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 contractor(s) and the agreement may be typed by the Museum/Centre according to the format)

ARTICLES OF AGREEMENT made at .....(place).....this  
.....(date)..... day of .....(month).....20  
between National Science 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 contractor with full address).....hereinafter referred to as the Contractor(s) which expression shall include his/their respective heirs, executors and administrators on the other part.

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

Done and has prepared NOTICE INVITING TENDER (including Appendix), drawings, schedule of quantities and specifications describing the work and conditions of contract.

AND WHEREAS the said Notice Inviting Tender, drawings, specifications, the priced schedule of quantities and conditions of contract have all been signed by or on behalf of the parties hereto. AND whereas the Contractor has deposited in cash or Bank Draft/Banker's Cheque a sum of Rupees ..... (the amount being 2.5% of the total value of the estimate rounded off to the nearest thousands), with the Museum/Centre as Initial Security or Earnest Money for the due performance of this Agreement as provided in the said conditions.

### **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 contractor shall upon and subject to the conditions herein contained execute and complete the work within ..... Weeks/months from the date of commencement of work (see NIT clause 5) 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 work.
2. The Museum/Centre shall pay to the Contractor such sum as shall become payable hereunder at the time in the manner specified in the said conditions.

3. Time is the essence of this Agreement and the Contractor shall pay or allow the Museum/Centre the sum equivalent to one percent of the total cost of work awarded per week subject to a limit of 10% of the total cost of work as liquidated damages for the period during which the said works shall remain incomplete beyond the time allowed in clause 1 above or beyond the time duly extended in writing as per said conditions .The Museum/Centre may deduct such damages from any money due to the contractor.
4. The Notice Inviting Tender (including Appendix), Conditions of Contract, Priced Schedule of Quantities, drawings and specifications shall form the basis of this agreement and the decision of the Museum/Centre in reference to all matters or dispute as to material and workmanship shall be final and binding on the contractor.
5. The Museum/Centre 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 alternations or variations shall not vitiate this agreement.
6. This agreement comprises the work above and all subsidiary works connected therewith, even though such works may not be shown on the drawing or described in the said specifications or the Priced Schedule of Quantities.
7. All disputes and differences of any kind, except quality of workmanship and materials used in work, whatever 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 or the contract) shall be referred to arbitration as per Clause 22 of the said conditions of contract

The provisions of the Arbitration and Conciliation 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 hereinabove written.

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

In presence of (1)

(2)

Signed by the said Contractor.....

In presence of (1)

(2)

**Special terms and conditions.**

1. The quantities given in the BOQ are purely provisional. The same may vary to any extent as per the actual requirement.
2. Income tax, GST and labour-cess shall be deducted from the bills as per the prevailing rates.
3. No additional payment will be made for any escalation in the cost of material, labour, taxes etc during the period of contract.
4. Any defects in the works done by the contractor are to be rectified by the contractor immediately after the same is brought to the notice.
5. Retention money @ 10% of the gross value of work done, including the EMD shall be Payable by the contractor. The same shall be refunded after one year of completion of work.
6. The contractor shall take all safety measures to ensure the safety of his workmen, the public and other properties while carrying out the work and this Centre shall not be held responsible for any untoward incident.

**REGIONAL SCIENCE CITY, LUCKNOW**

**Estimate and Bill of Quantity for the work of Providing and laying PVC flooring in Being Human Gallery at Regional Science City, Lucknow**

<b>Item No.</b>	<b>Description of Work</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate (inclusive of all taxes)</b>	<b>Amount</b>
1.	Removing existing carpet laid in floor including cutting, folding and stacking in desired location as per the instructions of Engineer-in-charge all complete.	425.00	Sqm	10.00	4,250.00
2.	Preparation of surface before laying of PVC flooring including vacuum cleaning, rubbing grinding (if necessary) removing of all undulations and filling of pot holes if any with non-shrink cementitious grout final rubbing to make entire floor surface even and ready to lay PVC flooring all complete as per instructions of Engineer-in-charge.	425.00	Sqm	55.00	23,375.00
3.	Providing and laying of 4.5 mm thick Cushioned sport heavy duty but soft High performance PVC Flooring conforming to manufacturers with PUR guard. Including filling pot holes wherever necessary, installation of accessories such as edge packing PVC beading, joints welding with suitable shade PVC welding rods, using appropriate bonding agent to adhere with the existing flooring, laying in required pattern including wastage etc. all complete as directed by Engineer-in-charge etc complete. Make: <b>Wonder Floor (BRAVO)</b>	425	Sqm	840.00	3,57,000.00
				<b>Total Rs.</b>	<b>3,84,625.00</b>
	<b>Rupees three lakhs eighty four thousand six hundred twenty five only.</b>				



**Annexure – “A”**

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

**DECLARATION -I**

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:

**Annexure – “B”**

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

**DECLARATION -II**

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

Date:

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

Place:

**Annexure – “C”**

(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)

**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 EMD instrument shall be deposited by me/us with the office of Regional Science City, Lucknow inviting the e-tender before the bid opening date otherwise the Regional Science City, Lucknow inviting the e-tender may reject the bid and also take action to withdraw my/our enlistment or debar me/us from further tendering in NCSM, Kolkata or its constituent units.

Date:  
Place:

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

**Annexure 'D'**

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

*[Department User may ask for Tender Acceptance Letter instead of asking Signed Tender Document from the Bidders. This is a sample format, User may revise it as per their Tender Conditions]*

**Date:**

**To,**

**Acceptance of Terms & Conditions of Tender.**

**Tender Reference No:**

**Name of Work:**

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned ' Tender/Work' from the web site(s) namely:  

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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. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation 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 the 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)**

**REGIONAL SCIENCE CITY  
(NATIONAL COUNCIL OF SCIENCE MUSEUMS)**  
Aliganj Extension Sector-E, Ekta Vihar,  
Lucknow (Uttar Pradesh) – 226 024

**TENDER NO: No: RSCL/1801/E-Tender-03/2019-20 DATED: 24/10/2018** (All Particulars/ information should be given in the following format with complete details)

1. Name of the Agency :
2. Full Postal Address :
3. Telephone Number :
4. Fax No./E-mail Address :
5. Whether proprietorship or partnership :
6. Names and professional qualifications of the proprietor or of partners :
7. Description of similar type of works carried out in last **5 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 from a Nationalized/Scheduled Bank suitable for taking up this work (Voluntary)
- 11. Annual turnover of the firm  
(Attach Audit Balance sheet for last 3 years)
- 12. PAN card No.  
(Attach Copy in pdf format)
- 13. TIN Registration No. (**Under Govt. of Uttar Pradesh** (Attach Copy in pdf format)
- 14. VAT / WCT Registration No.  
(Attach Copy in pdf format)
- 15. Sales Tax Registration No.  
(Attach Copy in pdf format)

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

Place :

Date :

Signature of the Tenderer with date & Seal

**Note:** Enclosures may be attached (in pdf format) if the space is found inadequate/ wherever required

## ANNEXURE E

### INSTRUCTIONS TO READ BEFORE FILLING

1. Completion certificate along with performance Certificate, photograph (if available) and payment certified true copy or any other document evidencing value of completed value of work to be submitted, giving name of work, value of works, completion period etc. **The NSCD/Centre reserves the right to verify the submitted documents with original at any stage.**
2. If the submitted experience certificates of satisfactorily completion are issued by the private client, then in support of the authentication of the submitted experience certificates, **notarized TDS Certificates / or a Chartered Accountants (duly indicating the Membership No. Date and Place of signing) Certificate stating the cost of the project issued by the concerned authorities for the subject work** shall also be submitted along with the documents.
3. Certified I.T. return along with audited balance sheet for the last 03 (three) years and copy of PAN Card should be submitted.
4. The agency should have experience of having successfully executed **similar works** with Central / State Govt. Departments, PSUs, Autonomous Bodies, Reputed Private Sector (BSE /NSE listed), during the last 05 years in which the works executed must be either of the following:-
  - 4.1 3 (three) similar completed works (at least one of them should be in Central Government / Central Autonomous Bodies/ State PWD/ Central Public Sector Undertakings) each costing not less than 40 % of estimated cost.

OR
  - 4.2 2 (two) similar completed works (at least one of them should be in Central Government / Central Autonomous Bodies/ State PWD / Central Public Sector Undertakings) each costing not less than 60% of the estimated cost.

OR
  - 4.3 1 (one) similar completed work (in Central Government/ Central Autonomous Bodies/ State PWD/ Central Public Sector Undertakings) of aggregate cost not less than 80% of the estimated cost.

**Annexure – “F”**

(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)

**UNDERTAKING**

The physical EMD shall be deposited by me/us with the office of REGIONAL SCIENCE CITY, LUCKNOW calling the bid before the bid opening date otherwise the department may reject the tender/bid and also take action to withdraw my/our enlistment/debar me/us from further tendering in NCSM or any of its constituent units."

Place :

Date :

Signature of the Tenderer with date & Seal