

NATIONAL COUNCIL OF SCIENCE MUSEUMS  
SECTOR-V, BLOCK-GN, BIDHANNAGAR,  
KOLKATA : 700 091.

NOTICE INVITING E-TENDER

TENDER NO. I-18016/1/21(296)

On-line Digitally signed e-tenders are invited in two Bid System from the manufacturers or their authorized dealers for Fabrication and Supply of Mobile Science Exhibition Bus, a specially designed Bus Body for holding Mobile Science Exhibition with all accessories and necessary inside paneling, partition works to be built on a standard “Diesel Engine Monocoque Chassis” strictly as per Council’s drawing and specification at this office. Only reputed manufacturers or their authorized dealers having proven experience in producing similar product and capability to execute the job within scheduled time frame may download the tender documents from the Central Public Procurement Portal (CPPP): <http://eprocure.gov.in/eprocure/app> or from the Council’s website [www.ncsm.gov.in](http://www.ncsm.gov.in). Bid submission end date is 11.04.2022 upto 12 noon Online Technical (Techno-Commercial) Bid will be opened at the first instance in this office on **12.04.2022** at 3.30 p.m. for technical evaluation as well as selection of techno-commercially acceptable offers and at the second stage, the Financial Bids of only the selected and techno-commercially acceptable offers are be opened at a date to be notified later subject to completion of Technical Evaluation. Off-line tenders shall not be accepted and no request in this regard will be entertained whatsoever. Decision of the Council regarding selection of eligible and qualified vendors / firms for opening the Financial Bid shall be final and binding on the bidders.

**NATIONAL COUNCIL OF SCIENCE MUSEUMS  
SECTOR - V, BLOCK - GN, BIDHANNAGAR,  
KOLKATA - 700 091**

**Notice Inviting e-Tender**

**TENDER NO. I – 18016/1/21(296)**

On-line digitally signed open e-tenders are invited by National Council of Science Museums (NCSM), Kolkata for fabrication & supply of 01 (one) number Mobile Science Exhibition Bus , a specially designed bus body for holding Mobile Science Exhibition with all accessories and necessary inside panelling, partition works to be built in a standard ‘Diesel Engine Monocoque Chassis’ strictly as per Council’s Drawing & Specifications. Interested vendors may download the tender papers from the Central Public Procurement Portal (CPPP) : <http://eprocure.gov.in/eprocure/app> or from Council’s Website [www.ncsm.gov.in](http://www.ncsm.gov.in) as per the following schedule:-

<b>Published Date</b>	<b>21.03.2022 (As per Portal Time)</b>
<b>Bid Documents Download Start Date</b>	<b>21.03.2022 (As per Portal Time)</b>
<b>Bid Documents Download End Date</b>	<b>11.04.2022 (As per Portal Time)</b>
<b>Bid Submission Start Date</b>	<b>21.03.2022 (As per Portal Time)</b>
<b>Bid Submission End Date</b>	<b>11.04.2022 (up to 12 p.m.)</b>
<b>Technical Bid opening date</b>	<b>12.04.2022 (at 3.30 p.m.)</b>
<b>Financial Bid Opening Date</b>	<i>To be notified later</i>
<b>Earnest Money</b>	<b>Nil</b>

The On-line Bid should be uploaded by the due date and time as per the above schedule. The On-line Bid will be opened on the scheduled date and time prescribed above. Off-line tenders shall not be accepted and no request in this regards will be entertained for any reason what so ever. NCSM reserve the right to accept or reject any or all tender in full or in part without assigning any reason what so ever.

**NATIONAL COUNCIL OF SCIENCE MUSEUMS  
SECTOR-V, BLOCK-GN, BIDHANNAGAR,  
KOLKATA – 700 091.**

**TENDER No.: I-18016/1/21(296)**

**General Information and Instructions**

1. The instruction given herein will be strictly binding on the tenderers and deviation, if any will make the tender or tenders liable to be considered invalid. Tenders incorporating additional conditions by the tenderer are liable for rejection.
2. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> Manual bids shall not be accepted.
3. The instruction given in “**Annexure-A**” for “**Instruction for Online Bid Submission**” should be strictly followed during submission of the Bid.
4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 5 **Validity of Bids:** The Bids should remain valid for 180 days from the date of bid opening.
- 6 **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected. Non-compliance of applicable General Information and Instruction will disqualify the Bid.
8. The tenderers should have Digital Signature Certificate (DSC) for filling up the Bids. The Person signing the tender documents should be authorized for submitting the on line e-tender.
9. The Financial Bid (BOQ) shall be filled in and signed by the authorized signatory online as per Proforma “**Annexure-H**” available at Central Public Procurement Portal e-tender system website <http://eprocure.gov.in/eprocure/app>. Off line Financial Bid shall not be accepted.
10. **Tender must be uploaded in two separate covers marked Cover-1 and Cover-2. The contents of Cover-1 and Cover-2 shall be as follows:-**

**Cover-1**

**General Terms & Conditions (as detailed in Annexure-B format) shall be duly signed & stamped as a token of acceptance and uploaded online by the bidder in Cover-1 along with the self attested and stamped scanned copies of the following documents:-**

- i) **Copy of the current and valid Trade License and/ or Dealership Certificate, as applicable, duly signed by the authorized signatory with official stamp.**
- ii) **Scanned Copy of the current and valid GST Registration Certificate indicating GST number duly signed by the authorized signatory with official stamp.**
- iii) **Scanned copy of the PAN card duly signed by the authorized signatory with official stamp.**
- v) **The ‘Declaration’ (as detailed in Annexure-C) .**
- vi) **Technical (Techno- Commercial ) Bid (as detailed in Annexure- ‘D’)**

- vi. **The ‘Technical Specification & Drawing’ as detailed in Annexure-E (as a token of acceptance for delivery of materials in accordance to the Council’s Drawings & Specifications)**
- vi. **Copy of the ‘Proforma of Agreement’ ( as detailed in Annexure – F )**
- vii. **Copy of Undertaking by Original Vehicle Manufacturer ( as detailed in Annexure- ‘G’)**
- viii. **A set of Technical drawing for fabrication work in compliance with the Annexure ‘E’, comprising the complete details of materials to be used, mounting of exhibit cabinets and accessories (as mentioned in the specification), and the assembling/ dismantling procedure or mechanism details for exhibit cabinets, accessories.**

**Cover-2**

**The Financial Bid ( as per Annexure-H format) i.e. Schedule of Price Bid in the form of attached BOQ Proforma shall be duly filled in, digitally signed and uploaded online by the bidder.**

- 11 The authorities of National Council of Science Museums, who does not bind themselves to accept the lowest tender, reserves the right to reject or accept any or all tenders wholly or partially without assigning and reason whatsoever.

**NATIONAL COUNCIL OF SCIENCE MUSEUMS  
SECTOR-V, BLOCK-GN, BIDHANNAGAR,  
KOLKATA – 700 091.**

**TENDER No.: I-18016/1/21(296)**

**Instructions for Online Bid Submission**

1. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
2. More information useful for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>

**REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app> ) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

**SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

**PREPARATION OF BIDS**

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

names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) 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/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) A standard Price Schedule format (BOQ) has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. **In case no rate value is required to be quoted in any particular cell, that cell must be kept blank, figure ‘0’ (zero) shall not be entered in such cell(s).** Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 4) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized 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. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

- 8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### ASSISTANCE TO BIDDERS

1. Any enquiries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal helpdesk. The contact number for the helpdesk is 1800 233 7315.

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National Council of Science Museums  
Sector – V, Block – GN, Bidhannagar,  
Kolkata – 700 001.

Tender No. I-18016/1/21(296)

**Tender for Fabrication & Supply of Mobile Science Exhibition Bus , a specially designed Bus Body for holding Mobile Science Exhibition with all accessories and necessary inside paneling, partition works to be built on a standard ‘Diesel Engine Monocoque Chassis’ strictly as per Council’s Drawing & Specifications.**

**General Terms & Conditions (GTC)**

**1. ELIGIBILITY CRITERIA:**

- i. The bidders could be Manufacturers / Authorised Dealers having the experience and expertise of Fabrication & Supply of customized Mobile Science Exhibition Bus , a specially designed Bus Body for holding Mobile Science Exhibition with all accessories and necessary inside paneling, partition works to be built on a standard ‘Diesel Engine Monocoque Chassis’ strictly as per Council’s Drawing & Specifications and completion time.
- ii. The bidders should have a minimum experience of **5 years** since their establishment. For establishing the same, the bidder should submit copies of **work orders** issued on them as well as copies of **work completion certificates** of the similar work.
- iii. The Average Annual Turnover of the Bidder (of the lead partner in case of consortium) for the last three financial years (2018-19, 2019-20, and 2020-21) should be minimum **INR 50.00 Lakhs**.
- iv. The Bidder should have the requisite work experience of fabrication and supply of similar vehicles during the last 5 years ending last day of month previous to the date of issuing of tender as per the details given below:

One similar work of value not less than **Rs. 36 Lakhs** of the estimated cost of work.

Or

Two similar works each of value not less than **Rs. 22.50 Lakhs** of estimated cost of work.

Or

Three similar works each of value not less than **Rs.18 Lakhs** of estimated cost of work.

**Notes:**

Here the **similar works** means the work of Fabrication & Supply of customised and specially designed Bus Body with all accessories and necessary inside paneling, partition works to be built on a standard ‘Diesel Engine Monocoque Chassis’ vehicles.

The details of qualifying works/projects shall be furnished as per the proforma in **Annexure-D** and if required the bidder shall also facilitate inspection of the above qualifying project(s) by NCSM’s officials to ascertain the performance of the Vehicle.

- v. NCSM may inspect any of those at its discretion to verify the credentials of the bidder for the supply of vehicles indicated above for which the Bidder shall provide references (including Referee names and contact details) in respect of the projects implemented.



The bidder should provide documentary proof for the above in the form of a work order / supply order / contract document / **completion report**/ testimonials **for completion**.

vi. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

2. Bidders should have necessary infrastructure and in-house manufacturing facility so as to take up the job of fabrication & supply of Mobile Science Exhibition Bus, a specially designed Bus Body for holding Mobile Science Exhibition with all accessories and necessary inside paneling, partition works to be built on a standard “ Diesel Engine Monocoque Chassis” strictly as per council’s specifications and drawings with required financial capability.

3. **Price:**

The prices / rates quoted for the aforesaid Mobile Science Exhibition Bus a specially designed Bus Body for holding Mobile Science Exhibition with all accessories and necessary inside paneling, partition works to be built on a standard “Diesel Engine Monocoque Chassis” strictly as per enclosed technical specifications & drawings of National Council of Science Museums, Sector – V, Block – GN, Bidhannagar, Kolkata – 700 091 shall be inclusive of cost of materials, fabrication, supply and all incidental charges including Registration, Permit, Road Tax, Insurance, Transportation etc. for delivery at National Council of Science Museums, Kolkata. The rate of GST and any other taxes /Duties / levies to be imposed on the rate shall be clearly mentioned. Prices and rate quoted shall be firm and fixed for the entire period of execution of the order and no escalation of rate on any ground whatsoever shall be applicable.

4. The successful Tenderer shall submit the following documents within 07 (seven) days from the date of placement of the order :

- i. Duplicate copy of the order duly signed and stamped as a token of acceptance of the order.
- ii. Security Deposit as contained in Clause 08
- iii. Original copy of the Agreement governing the terms & conditions of the contract on non-judicial stamp paper as per Proforma enclosed (Annexure – ‘F’).

5. **Time of Completion:**

Time is the essence of this work. The fabrication job / work shall be made / completed as per following schedule:-

Delivery Schedule: 80 (eighty) working days from the date of acceptance of the order.

- Stage : I

The Diesel Engine Monocoque Chassis / Body (as per specification of the council), should be ready for inspection at National Council of Science Museums, Sector – V, Block – GN, Bidhan Nagar, Kolkata – 700 091 or at the workshop of Dealer/Manufacturer/Fabricator, as directed by the Council, within 10 working days from the date of receipt of the Purchase Order (P.O).

- Stage – II

The raw materials for fabrication work of interior and exterior part of the MSE Bus including all accessories and equipment (electrical & electronics), should be finalized & procured as per specification of the council and duly approved by the competent authority of the council within 20 (twenty) working days from the date of receipt of the Purchase Order (P.O).

- Stage – III

Structural work including Driver's cabin, and Exhibit Cabin as laid down in the approved drawing should be completed within 30 (thirty) working days from the date of receipt of the Purchase Order (P.O).

- Stage – IV

Entire paneling work as laid down in the approved drawing should be completed within 40(Forty) working days from the date of receipt of the Purchase Order (P.O).

- Stage – V

Entire interior work and all other details including mounting of all accessories & equipment, as laid down in the approved drawing should be completed within 60 (Sixty) working days from the date of receipt of the Purchase Order (P.O).

- Stage – VI

The Mobile Science Exhibition Bus complete in all respect strictly as per enclosed specifications and drawings duly inspected and approved by the competent authority of the Council should be delivered to National Council of Science Museums, Sector – V, Block – GN, BidhanNagar, Kolkata – 700 091 within 80(eighty) working days (working day means all the days excluding Sunday and Listed National & State Holidays) from the date of receipt of the Purchase Order (P.O).

For non-compliance of any of the above terms and non-delivery of the tendered items, complete in all respect within the above stipulated delivery schedule, the Council shall have the right either to cancel the order or impose penalty as detailed in Clause No.06. Decision in this regard taken by the Council shall be final and binding on the successful tenderer.

6. **Penalty Clause:**

The time allowed for carrying out the work as detailed in Clause No.05 shall be strictly observed by the successful tenderer. The work shall, throughout the stipulated period of the order, be proceeded with all the diligence (time being deemed to be the essence of the order) and the successful tenderer shall pay to the Council an amount equal to 1% of the amount of the contract value for every week that the work may remain incomplete as per the delivery schedule as stipulated in Clause No.05 subject to maximum compensation of 10% of the contract value after which period, action will be taken by the Council as will deem fit.

The Council may extend the time of delivery of the tendered job at their discretion on the application of the successful tenderer for such purpose provided that the Council considers the reasons for such extension as good, sufficient and acceptable.

7. Every effort should be made to complete the work/job by the successful tenderer within the specified time schedule. In case the firm fails to comply with Clause No. 05 within the specified time schedule as per the finalized and accepted terms & conditions, the Council shall have the right to either impose Penalty Clause or cancel the order forthwith and the Security Deposit retained with the Council shall be automatically forfeited. The decision of the Council in this regard shall be final and binding on the successful tenderer.

8. **Security Deposit:**

Total Security Deposit shall be 03% of the value of the order and the same shall be paid in the form of Demand Draft in favour of 'NATIONAL COUNCIL OF SCIENCE MUSEUMS, KOLKATA' / or online transfer to NCSM Account as per details below:

The Security Deposit shall be released after expiry of the defect liability period (defect liability period shall be 12(twelve) months from the date of final completion of work, as certified by NCSM). In case the total value of work exceeds the assessed value of the work order, security deposit for the excess amount will also be deducted, in the similar manner. No interest shall be paid on the Security Deposit retained with the Council.

9. **Inspection:**

The **inspection** shall be preferably in 6 (Six) stages.

The successful tenderer shall arrange for inspection of the raw materials and fabrication job including other items at their premises on completion of every stages as detailed in Clause No. 5 i.e. (Time of Completion) and / or whenever desired by the authorized officer of this Council. Any defect / deviation from the specification of the council pointed out by the Competent representative of this Council during such inspections have to be promptly rectified to ensure desired quality of work. It would be mandatory on the part of the successful tenderer to arrange inspection and obtain approval of every stages of work as detailed in Clause No. 5 (Time of Completion).

During the course of fabrication stages, the changes / modifications in structural & mounting of equipment (if necessary), may be incorporated with due approval of the competent authority of the council and the same will be communicated / finalized during the inspection stages.

10. **No Advance / Part Payment shall be made** by this Council on any circumstances. Payment shall be released within 30 (Thirty) working days from the date of receipt of Invoice / Bill (supplies covered under stage V of Clause No. 5) duly supported by receipted challan and satisfactory inspection / work completion certificate issued by the authorized representative of the Council. Part payment shall not be released under any circumstances.
11. **Defect Liability Period:**  
The defect liability period shall be 12(Twelve) months from the date of virtual completion of the work, as certified by NCSM. The successful tenderer shall be responsible for all defects, loose parts, breakage, defective workmanship, use of defective materials etc. for a period of 12 (Twelve) months from the date of acceptance of the job. The successful tenderer shall rectify the defects / defective parts within a reasonable time up to the satisfaction of the competent authority of the Council or otherwise the Council shall have the right to rectify the defect at the successful tenderer's own risk and the cost of which will be adjusted from the Security / Earnest Money Deposit. Decision of the Council in this regard shall be final and binding on the successful tenderer.
12. The materials used by the successful tenderer shall conform to the description and / or specification given by the Council. Sub-standard quality of materials will not be accepted. The samples must be got approved well in advance from the competent authority of the Council.
13. Income Tax and any other statutory deductions shall be made at source from the invoice as per Govt. rules.
14. Bad workmanship will not be accepted and if carried out is liable to be rejected and should be rectified by the successful tenderer at his cost as per specifications and directions given by the authorized representative of the Council. The decision of National Council of Science Museums, as to items of bad workmanship and proper replacement / rectification will be final and binding on the tenderer.
15. Drawing and Technical Specifications of the items under tender are enclosed for guidance. However, if any ambiguity in the drawings / specification is detected it shall be promptly brought to the notice of the Council for clarifications. No deviation from the approved drawings and specification shall be made by the successful tenderer without written approval of this Council.
16. The successful tenderer shall not under any circumstances whatsoever transfer wholly or partially the contract/agreement/work order to any other person(s)/firm/company or assign the agreement or benefits of this agreement to any other party for any reason whatsoever. Otherwise this agreement will automatically stand cancelled.
17. The Successful tenderer shall furnish a copy of the license that they obtained from the competent authority for carrying out the contract work. The Contractor shall also be required to obtain license etc., from the competent authority under the Contract Labour (Regulation & Abolition) Act for deployment of contract labour for the work, if necessary, and a copy of the same should be sent to NCSM. In case the Contractor feel that such a license is not necessary, the Contractor shall, before taking up the work, intimate to this office the reasons thereof quoting relevant provisions of the Act under which they are exempted.

18. The successful tenderer shall be liable to pay minimum wages etc., as prescribed by the competent authority for the personnel to be deployed by them for the work, and shall keep proper records of all such payments so that the same can be produced for inspection any time on demand by any officer duly authorized by the NCSM. If at any time it is found that minimum wages are not paid to the workers deployed by the Contractor, they will be directed by NCSM to pay the lawful wages and such directions shall be binding on the contractor.
19. The Council shall not be liable for injury of any employee who are deployed by the successful tenderer within / outside the Council premises at the time of execution of the work.
20. In case the successful tenderer refuse to accept the offer after finalisation or does not comply with the Clause No.03 above within 15 (fifteen) days from the date of placement of the order as per the finalized and accepted terms & conditions, the order shall be cancelled forthwith and Security Deposit will be forfeited.
21. The authorities of National Council of Science Museums reserves the right to amend, alter or modify the terms & conditions mentioned above if necessary from time to time.
22. The authorities of National Council of Science Museums, who does not bind themselves to accept the lowest tender, reserves the right to reject or accept any or all tenders wholly or partially without assigning any reason whatsoever.
23. The successful tenderer shall obtain necessary trade and other licenses as may be required to carry out the business of fabrication of Bus as per Council's drawing & specifications and shall also be responsible for compliance of all rules and regulations and all the statutory obligations which may be in force from time to time by the appropriate authority and will keep the Council indemnified for and in respect of all his / their acts and / or omission.
24. **FORCE MAJEURE**

Neither the successful bidder nor NCSM shall be considered in default in performance of its obligations under the terms of this NIT, if such performance is prevented or delayed for any causes beyond the reasonable control of the party affected such as war, hostilities, revolution, riots, civil commotions, strikes, lockouts, epidemic, explosion, flood, earthquake or because of any law and other proclamation, regulations or ordinance of any government or sub-division thereof or because of any act of God or any other cause beyond the control of the concerned party which could not have been foreseen or avoided by the exercise of due diligence and so it becomes impossible to perform, provided notices in writing of any such cases, with necessary evidence that the obligation under this tender thereby affected or prevented or delayed is hereby given within 14 days from the happening of the event in case it is not possible to serve the notice within the said 14 days period, then within the shortest possible period without delay. As soon as the cause of Force Majeure has been removed, the party whose liability to perform its obligation has been affected shall notify the other party the actual delay occurred in such affected activity and resume the performance immediately.
25. All disputes and differences between the successful tenderer and the Council of any kind, except quality of workmanship and materials, whatever arising out of or in connection with the order on the carrying out of the work (whether during the progress of the work or after their completion and whether before or after the determination, abandonment or breach of the terms and conditions of the order) 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 will be final and binding on both the successful Tenderers and the Council.

The provisions of the Arbitration and 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's proceedings under this Clause.

**National Council of Science Museums,  
Sector – V, Block GN, Bidhannagar,  
Kolkata – 700 091.**

**Tender No. I-18016/1/21(296)**

**DECLARATION**

We do hereby accept the ‘General Terms & Conditions’ as provided by the National Council of Science Museums along with the Tender documents for fabrication and supply of Mobile Science Exhibition Bus a specially designed bus body for holding Mobile Science Exhibition with all accessories and necessary inside paneling, partition work to be built on a standard “Diesel Engine Monocoque Chassis” and also undertake the said work / job strictly as per the drawings and specifications of National Council of Science Museums provided along with the Tender documents, in the event of placement of any order on us. The Council shall be at liberty to cancel the order in full or in part and also forfeit the Security Deposit in the event of failure of any of the above Declaration made by us and / or non compliance of any of the Clause of the said ‘General Terms & Conditions’

Signature of the Tenderer /  
Constituted Attorney.

**NATIONAL COUNCIL OF SCIENCE MUSEUMS  
SECTOR-V, BLOCK-GN, BIDHANNAGAR,  
KOLKATA – 700 091.**

**TENDER No.: I-18016/1/21(296)**

**TECHNICAL (Techno-Commercial) BID**

Notes: **ALL PARTICULARS / INFORMATIONS SHOULD BE GIVEN IN THE FOLLOWING FORMAT WITH COMPLETE DETAILS.**

01. Name & Address of the Firm/Bidder :
  
02. Telephone Number :  
Office :  
Service Centre at Kolkata :
  
03. Back ground details of the firm :  
(State whether original manufacturer/direct dealer of the manufacturer).  
  
In case of direct dealers, submit copy of valid dealership license issued by the manufacturer. :
  
04. Average Annual Turn Over of the Firm for the last 3 years i.e 2018-19, 2019-20 and 2020-21 :
  
05. State the Name of the Banker including IFSC Code and Account Number of the Tenderer to follow digital mode of payment. :
  
06. Past experience in such business for last 3 years giving details of established clients especially Government offices. Submit satisfactory certificate issued by such clients and Government offices. :
  
07. Whether capable for fabrication & supply the Tendered Mobile Science Exhibition Bus strictly as per enclosed drawing & technical specification. As detailed in Annexure-E :

**(Please mention 'YES' or 'NO')**

If it is mentioned 'YES' above submit copies of product brochure (for product categories) as a proof of their statement



08. State the Name & Address of the Manufacturers whose product has been offered / quoted by the tenderer :

**State the Model Numbers of product :**

09. Submit the documentary evidence regarding execution of latest contract of similar nature and magnitude of minimum single order value of Rs. 36 Lakh. or two similar works of Rs 22.50 Lakh or three similar works of Rs. 18 Lakh. :

10. Proof of financial status of the company/ audited Balance Sheet for last 3 years indicating total turnover as well. (Submit documentary evidence). :

11. OVM (Original Vehicle Manufacturer) Standard Warranty not less than one year for all equipment and accessories including AC unit(s) to be provided at Kolkata.

**(Please mention 'YES' or 'NO' ) :**

12. State whether the Firm bears the ISO certification of Vehicle Manufacturing/Bodybuilding from competent authority. (please mention 'YES' or 'NO')

If it is mentioned 'YES' above, please submit copy of the certificate issued by the respective competent authority.

13. Whether agreed to accept 30 days credit Payment Terms. (Please mention 'YES' or 'NO'.) :

14. Minimum time required for fabrication & supply the tendered Mobile Science Exhibition Bus at NCSM Hqrs. at Kolkata. :

15. Mention GST Registration Number and attach current valid GST Registration Certificate. :

16. Mention PAN No. of the Firm :

17. Whether agreed for fabrication & supply tendered Mobile Science Exhibition Bus as per enclosed Specification (Annexure-E) positively within 80 working days as detailed in clause no. 5 from the date of placement of work order and failing which ready to absorb heavy penalty /or ready to accept cancellation of the order, if any order is placed on the bidder after observing due tender procedure. :

**(Please mention 'YES' or 'NO').**

I/We hereby declare that the above statements are true. I/We also declare that the decision of National Council of Science Museums regarding selection of eligible firms for opening of Financial Bid (Part-II) shall be final and binding on me/us.

Dated

Official Seal

Signature of the Tenderer /Constituted Attorney

**PROFORMA FOR ISSUING “UNDERTAKING BY ORIGINAL VEHICLE  
MANUFACTURER”**

(To be submitted in OVM’s Letter head.)

Dated:

To  
The National Council of Science Museums,  
Block-GN, Sector-V, Bidhannagar,  
Kolkata – 700 091.

Dear Sir,

We, \_\_\_\_\_

hereby state that the Vehicle offered vide this tender by our authorized agent :

M/s. \_\_\_\_\_

and to be supplied if found selected and suitable shall be our original vehicle and is to be deemed as if the supply has been made by us directly.

Accordingly, we stand by all the terms, conditions and stipulations as defined in tender No.I-18016/1/21(296) of National Council of Science Museums.

We also undertake to directly make good of any shortcomings either in product quality and/or in service which my/ our authorized agent may fail to fulfil as a part of his obligations under the terms & conditions of tender.

Thanking you,

Yours faithfully,

(Authorized Signatory with Seal)

**PROFORMA OF AGREEMENT**

**(Total 07 pages)**

ARTICLES OF AGREEMENT made at Calcutta the \_\_\_ day of \_\_\_\_\_ between National Council of Science Museums functioning directly under the aegis of Ministry of Culture, Govt. of India having its headquarters at Sector – V, Block – GN, Bidhannagar, Kolkata – 700 091 under the jurisdiction of Salt Lake Police Station (hereinafter referred to as the ‘Council’ which expression shall unless repugnant to the context or meaning thereof include its successors in interest and assigns of the Council) on the ONE PART and M/s. \_\_\_\_\_ under the jurisdiction of \_\_\_\_\_ Police Station (hereinafter referred to as the ‘Contractor’ which expression shall unless repugnant to the context to the context or meaning thereof include his / their heirs, executors, administrators, successors, in interest, legal representatives and / or assigns) on the OTHER PART.

WHEREAS the Council is desirous of getting the work of fabrication and supply of Mobile Science Exhibition Bus, a specially designed bus body for holding Mobile Science Exhibition panels along with all accessories and necessary inside paneling, partition works to be built on a standard “Diesel Engine Monocoque Chassis” (Chassis No. \_\_\_\_\_ and Engine No. \_\_\_\_\_) strictly as per Council’s specifications and drawings at the total cost of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and placed an order with the Contractor vide Order No. ....dt.....for the same.

NOW THIS ARTICLES OF AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED, RECORDED AND CONFIRMED BY BOTH THE PARTIES HERETO AS FOLLOWS :-

**1. Price:**

The prices / rates quoted for the aforesaid Mobile Science Exhibition Bus a specially designed Bus Body for holding Mobile Science Exhibition with all accessories and necessary inside paneling, partition works to be built on a standard “Diesel Engine Monocoque Chassis” strictly as per enclosed technical specifications & drawings of National Council of Science Museums, Sector – V, Block – GN, Bidhannagar, Kolkata – 700 091 shall be inclusive of cost of materials, fabrication, supply and all incidental charges including Registration, Permit, Road Tax, Insurance, Transportation etc. for delivery at National Council of Science Museums, Kolkata. The rate of GST and any other taxes /Duties / levies to be imposed on the rate shall be clearly mentioned. Prices and rate quoted shall be firm and fixed for the entire period of execution of the order and no escalation of rate on any ground whatsoever shall be applicable.

2. The Contractor shall submit the following documents within 03 (three) days from the date of placement of the order :

- i. Duplicate copy of the order duly signed and stamped as a token of acceptance of the order.
- ii. Security Deposit as contained in Clause 06 herein below

**3. Time of Completion:**

Time is the essence of this work. The fabrication job/work shall be made/completed as per following schedule:

80 (eighty) working days from the date of acceptance of the order as below :

- Stage : I

The Diesel Engine Monocoque Chassis / Body (as per specification of the council), should be ready for inspection at National Council of Science Museums, Sector – V, Block – GN, Bidhan Nagar, Kolkata – 700 091 or at the workshop of Dealer/Manufacturer/Fabricator, as directed by the Council, within 10 working days from the date of receipt of the Purchase Order (P.O).

- Stage – II

The raw materials for fabrication work of interior and exterior part of the MSE Bus including all accessories and equipment (electrical & electronics), should be finalized & procured as per specification of the council and duly approved by the competent authority of the council within 20 (twenty) working days from the date of receipt of the Purchase Order (P.O).

- Stage – III

Structural work including Driver's cabin, and Exhibit Cabin as laid down in the approved drawing should be completed within 30 (thirty) working days from the date of receipt of the Purchase Order (P.O).

- Stage – IV

Entire paneling work as laid down in the approved drawing should be completed within 40(Forty) working days from the date of receipt of the Purchase Order (P.O).

- Stage – V

Entire interior work and all other details including mounting of all accessories & equipment, as laid down in the approved drawing should be completed within 60 (Sixty) working days from the date of receipt of the Purchase Order (P.O).

- Stage – VI

The Mobile Science Exhibition Bus complete in all respect strictly as per enclosed specifications and drawings duly inspected and approved by the competent authority of the Council should be delivered to National Council of Science Museums, Sector – V, Block – GN, BidhanNagar, Kolkata – 700 091 within 80(eighty) working days (working day means all the days excluding Sunday and Listed National & State Holidays) from the date of receipt of the Purchase Order (P.O).

For non-compliance of any of the above terms and non-delivery of the ordered items, complete in all respects within the above stipulated delivery period, the Council shall have the right either to cancel the order or impose penalty as detailed in Clause No. 04. Decision in this regard taken by the Council shall be final and binding on the contractor.

**4. Penalty Clause:**

The time allowed for carrying out the work as detailed in Clause No. 01 shall be strictly observed by the contractor. The work shall throughout the stipulated period of the order, be proceeded with all the diligence (time being deemed to be the essence of the order) and the contractor shall pay to the Council, an amount equal to 1% of the amount of the contract value for every week that the work may remain complete as per delivery schedule as stipulated in Clause No.01 subject to maximum compensation of 10% of the contract value after which period, action will be taken by the Council as will deem fit. The Council may extend the time of delivery of the ordered job at their discretion on the application of the contractor for such purpose provided that the Council considers the reasons for such extension as good, sufficient and acceptable.

5. Every effort shall be made to complete the work / job by the contractor within the specified time schedule. In case the contractors fails to comply with Clause No. 01 within the specified time schedule as per the finalized and accepted terms conditions, the Council shall have the right to either impose penalty Clause or cancel the order forthwith and the Security Deposit retained with the Council shall be automatically forfeited. The decision of the Council in this regard shall be final and binding on the contractor.

**6. Security Deposit:**

Total Security Deposit shall be 03% of the value of the order and the same shall be paid in the form of Demand Draft in favour of 'NATIONAL COUNCIL OF SCIENCE MUSEUMS, KOLKATA' or online transfer to NCSM's Bank Account as per following details :

The Security Deposit shall be released after expiry of the defect liability period (defect liability period shall be **twelve months** from the date of final completion of work) In case the total value of work exceeds the assessed value of the work order, security deposit for the excess amount will also be deducted, in the similar manner. No interest shall be paid on the Security Deposit retained with the Council.

#### **7. Inspection:**

The **inspection** shall be preferably in 6 (Six) stages.

The successful tenderer shall arrange for inspection of the raw materials and fabrication job including other items at their premises on completion of every stages as detailed in Clause No. 5 i.e. (Time of Completion) and / or whenever desired by the authorized officer of this Council. Any defect / deviation from the specification of the council pointed out by the Competent representative of this Council during such inspections have to be promptly rectified to ensure desired quality of work. It would be mandatory on the part of the successful tenderer to arrange inspection and obtain approval of every stages of work as detailed in Clause No. 5 (Time of Completion).

During the course fabrication stages, the changes / modifications in structural & mounting of equipment (if necessary), may be incorporated with due approval of the council and the same will be communicated / finalized during the inspection stages.

#### **8. Payment :**

No Advance / part payment shall be made by the Council on any circumstances, payment shall be released within 30 (Thirty) days from the date of receipt of Invoice / Bill (supplies covered under stage V of Clause No. 03 duly supported by receipted challan and satisfactory inspection / work completion certificate issued by the Council. Part payment shall not be released under any circumstances.

#### **9. Defect Liability Period:**

The defect liability period shall be 12 (Twelve) months from the date of virtual completion of the work. The successful tenderer shall be responsible for all defects loose parts, breakage, defective workmanship, use of defective materials etc. for a period of 12(twelve) months from the date of acceptance of the job. The successful tenderer shall rectify the defects / defective parts within a reasonable time up to the satisfaction of the competent authority of the Council or otherwise the Council shall have the right to rectify the defect at the contractor's own risk and the cost of which will be adjusted from the security / earnest money deposit. Decision of the Council in this regard shall be final and binding on the successful tenderer.

10. The materials used by the Successful tenderer shall conform to the description and / or specification given by the Council. Sub-standard quality of materials will not be accepted. The samples must be got approved well in advance from the competent authority of the Council.
11. Bad workmanship will not be accepted and if carried out is liable to be rejected and should be rectified by the Successful tenderer at his cost as per specifications and directions given by the authorized representative of the Council. The decision of the Council, as to items of bad workmanship and proper replacement / rectification will be final and binding on the successful tenderer.
12. Drawing and specifications of the items under tender are enclosed for guidance. However, if any ambiguity in drawing / specification is detected, it shall be promptly brought to the notice of the Council for clarifications. No deviation from the approved drawings and specification shall be made by the successful tenderer without written approval of the Council.
13. The Council shall not be liable for injury of any employee who are deployed by the Contractor within / outside the Council premises at the time of execution of the work.
14. In case the Contractor refuse to accept the offer after finalization or does not comply with the Clause No. 01 & 02 within 15(fifteen) days from the date of placement of the order as per finalized and accepted terms & conditions, earnest money deposit would be automatically forfeited and the order shall be cancelled forthwith.
15. The Council reserves the right to amend, alter or modify the Terms and Conditions mentioned above if necessary from time to time.
16. The contractor shall obtain necessary trade and other licenses as may be required to carry out the business of fabrication of MSE Bus as per Council's drawings & specifications and shall also be responsible for compliance of all rules and regulations and all the statutory obligations which may be in force from time to time by the appropriate authority and will keep the Council indemnified for and in respect of all his / their acts and / or omission.
17. The Contractor shall not under any circumstances whatsoever transfer wholly or partially the contract / agreement / work order to any other person(s) / firm / company or assign the agreement or benefits of this agreement to any other party for any reason whatsoever. Otherwise this agreement will automatically stand cancelled.



18. The Contractor shall obtain necessary trade and other licenses as may be required to carry out the tendered job and shall also be responsible for compliance of all rules and regulations, which may be in force from time to time by the appropriate authority and shall keep the Council indemnified from all his/their acts / or omissions.
19. The Contractor shall furnish a copy of the license that they obtained from the competent authority for carrying out the contract work. The Contractor shall also be required to obtain license etc., from the competent authority under the Contractor Labour (Regulation & Abolition) Act for deployment of contract labour for the work, if necessary, and a copy of the same should be sent to NCSM. In case the contractor feels that such a license is not necessary, the Contractor shall, before taking up the work, intimate to this office the reasons thereof quoting relevant provisions of the Act under which they are exempted.
20. The Contractor shall be liable to pay minimum wages etc., as prescribed by the competent authority for the personnel to be deployed by them for the work, and shall keep proper records of all such payments so that the same can be produced for inspection any time on demand by any officer duly authorized by the Council. If at any time it is found that minimum wages are not paid to the workers deployed by the Contractor, they will be directed by the Council to pay the lawful wages and such direction shall be binding on the successful tenderer.
21. All disputes and differences between the contractor and the Council of any kind except quality of workmanship and materials whatever arising out of or in connection with the order on the carrying out of the work (whether during the progress of the work or after their completion and whether before or after the determination, abandonment or breach of the Terms & Conditions of the order) 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 will be final and binding on both the contractor and the Council. The provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof and of the rules made thereunder for the time being in force shall apply to arbitrations proceedings under this clause.

IN WITNESS WHEREOF The Parties hereto have set their respective hands and executed these presents the day and the year first above written

Signed by	The Council	Signature.
		Seal

WITNESSES

1. Name :  
Address :

Signature.

2. Name :

Address :

Signature :

Signed by                      The Contractor                      Signature.  
Seal

The Contractor above named in presence of :

WITNESSES

1. Name :

Address :

Signature :

2. Name :

Address :

Signature :