

नेहरु विज्ञान केन्द्र

(राष्ट्रीय विज्ञान संग्रहालय परिषद की एक इकाई) संस्कृति मंत्रालय, भारत सरकार

# **NEHRU SCIENCE CENTRE**

(A Unit of National Council of Science Museums) Ministry of Culture, Government of India

# TENDER DOCUMENTS FOR

# FABRICATION AND SUPPLY OF SCULPTURE AND DIORAMA FOR 'HALL OF NUCLEAR POWER' GALLERY

AT

# NEHRU SCIENCE CENTRE DR. E. MOSES ROAD, WORLI MUMBAI-400 018

(Tender ID: NSCM/18012/251/2024)

(राष्ट्रीय विज्ञान संग्रहालय परिषद की एक इकाई)/ (A unit of National Council of Science Museums) डॉ. ई. मोजेस मार्ग, वरली, मुंबई–400018/Dr. E. Moses Road, Worli, Mumbai-400 018 Tel. No.022 24900518, E-Mail: spo@nehrusciencecentre.gov.in

#### NOTICE INVITING E-TENDER

#### TENDER No.NSCM/18012/251/2024

Online digitally signed e-Tenders are invited for the Fabrication and Supply of Sculpture and Diorama for 'Hall of Nuclear Power' Gallery at Nehru Science Centre, Mumbai (NSCM) strictly as per the Drawings with Specifications and Terms & Conditions enclosed herewith. Vendors who have necessary infrastructure and financial capability of executing the order at a time may download the Tender Papers from Central Public Procurement Portal (CPPP): <u>http://eprocure.gov.in/eprocure/app</u> or from the website <u>www.nehrusciencecentre.gov.in</u> of NSC Mumbai (NSCM), as per the following schedule :-

Bid document Publishing Date	26.04.2024, 16.00 hrs
Bid document download Start Date	26.04.2024, 16.30 hrs
Bid document download End Date	04.05.2024, 17.00 hrs
Bid submission Start Date	26.04.2024, 16.30 hrs
Bid submission End Date	04.05.2024, 17.30 hrs
EMD	<mark>₹9,800/-</mark>
Period of completion of work	2 months
Technical (Techno-Commercial) Bid opening Date	06.05.2024, 11.30 hrs

The online Bids both Technical (Techno-Commercial) and Financial duly furnished in Cover-I and Cover-II respectively, should be uploaded by the due date and time as per the above schedule. The responsibility to ensure this lies with the Bidder. Off-line Tender shall not be accepted and no request in this regard will be entertained whatsoever. Online Technical (Techno-Commercial) Bids will be opened at the first instance in this Office at **11.30 hrs. on 06.05.2024** for Technical Evaluation as well as selection of Techno-Commercially acceptable offers and at the second stage, the Financial Bids of only the Technically qualified Agencies will be opened at the date and time to be notified in the Portal later. The decision of NSCM regarding selection of eligible and qualified vendors/firms for opening the Financial Bids shall be final and binding on the Bidders. Bidders may be present during opening of Tenders, if required.

Nehru Science Centre, Mumbai, reserves the right to accept or reject any or all Tenders in full or part without assigning any reason whatsoever. NSCM shall also not be bound to accept merely the lowest Tender but the Technical & Financial capability and proven infrastructure to execute the work within the scheduled time frame etc., shall be of prime consideration for selection of the Vendor.

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#### **GENERAL INFORMATION AND INSTRUCTIONS**

- 1. The instructions and specifications given herein will be strictly binding on the Tenderers and deviation, if any, makes 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 at CPPP website: <u>http://eprocure.gov.in/eprocure.app.</u> 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 acceptance for **90 days** from the date of 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.
- 7. 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 online e-Tender.
- 8. The Financial Bid (BoQ) shall be filled in and signed by the authorized signatory online as per Proforma **Annexure-F** available at Central Public Procurement Portal e-Tender system website: <u>http://eprocure.gov.in/eprocure/app</u>. Offline Financial Bid shall not be accepted.
- 9. Tender must be uploaded online by the Bidder in two separate covers marked Cover-I and Cover-II. The contents of Cover-I and Cover-II will be as follows:

#### Cover-I (Technical) :

(i) Scanned copy of Demand Draft / Pay Order for ₹9,800/- drawn in favour of NEHRU SCIENCE CENTRE payable at MUMBAI towards Earnest Money Deposit. Original must be sent to Nehru Science Centre, Dr. E. Moses Road, Worli, Mumbai-400018 by speed post / courier/ by-hand so as to reach them before the stipulated due date of opening of Technical Bid.

EMD can also be deposited by electronic fund transfer mode through RTGS/NEFT to the Bank Account of Museum/Centre, details of which are as follows:

Name of the Account Holder	NEHRU SCIENCE CENTRE
Account No.	0113101027501
IFSC Code	CNRB0000113
Bank Name	CANARA BANK
Branch	Worli Branch
MICR CODE	400015069

In case of RTGS/ NEFT, the receipt of transaction to be uploaded.

#### OR

Scanned copies of valid and updated Certificates issued by NSIC under Single Point Registration Scheme (SPRS) and MSME Registration Certificate in .PDF format should be uploaded for considering the waiver of EMD submission. In addition, the Bidders registered under Department of Micro, Small and Medium Enterprises (MSME) and/or eligible for exemption from submitting Bid Security / Earnest Money Deposit for similar services shall be required to submit Bid Security declaration as per Annexure-III of the e-NIT.

- (ii) Scanned copy of **General Terms & Conditions** as detailed in **Annexure-B** duly signed with official stamp as a token of acceptance of the Terms & Conditions.
- (iii) The **Declarations** of the Bidder as detailed in **Annexure-C** duly signed by the authorized signatory with official stamp.
- (iv) **Technical (Techno-commercial) Bid** and **Check-List** as per **Annexure-D** format duly filled in, stamped and signed by the authorized signatory.
- (v) The **Drawings with Specifications** as detailed in **Annexure-E** duly signed with official stamp as a token of acceptance for execution of the tendered job in accordance to the Drawings with Specification of NSCM.
- (vi) Scanned copy of the current and valid Trade License, GST Certificate and other Certificates duly self-attested with official stamp.
- (vii) Scanned copies of detailed work orders in support of similar ongoing works undertaken by the Agencies during the last 3 years (along with the photographs of the work done).
- 10. The hard copies of all the above documents must be submitted to this Centre before due date i.e. 11.30 Hrs. on 06.05.2024.

In case the Bidder fails to submit any of the documents as stated above, the other part of their Tender i.e. 'Cover-II' shall not be considered for further download and shall be rejected straightway without any further reference. The Technical Bids and other documents i.e. 'Cover-I' will be downloaded and evaluated at the first stage to select the Techno-Commercially capable and competent Bidders. At the second stage, Financial/Price Bids i.e. 'Cover - II' of only the Techno-Commercially acceptable offers will be downloaded and evaluated for further ranking before awarding the contract. After opening of 'Cover-I', if all the Bids are found Techno-Commercially unacceptable, the Financial (Price Bid) Bids i.e. 'Cover-II' submitted by the Bidders against this Tender shall not be opened/downloaded for obvious reasons.

#### Cover-II (Financial) :

- (i) The Financial Bid **(as per given .xls format)** i.e. Rate Quote Sheet in the form of attached BoQ Proforma shall be duly filled in, digitally signed and uploaded online by the Bidder.
- (ii) The authorities of Nehru Science Centre 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.

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#### TENDER No.NSCM/18012/251/2024

#### 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 <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>

#### REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<u>https://eprocure.gov.in/eprocure/app</u>) by clicking on the link "Online Bidder Enrollment" 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

 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)** Bidder has to select the payment option as "offline" to pay the Tender Fee / EMD as applicable and enter detail of the instrument.
- 4) 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 in .xls format, open it and quote the Rate (the Basic Rate column) and GST in INR which is highlighted in the green colored (unprotected) cells with their respective financial quotes against all items given and fill other details (such as name of the Bidder). No other cells should be changed. Once the details have been completed, the Bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the Bidder, the Bid will be rejected.

- **5)** 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.
- 6) All the documents being submitted by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the date. 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.
- 7) The uploaded Tender documents become readable only after the Tender opening by the authorized Bid openers.
- 8) 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 number and the date & time of submission of the Bid with all other relevant details.
- **9)** The Bid summary has to be printed and kept as an acknowledgment of the submission of the Bid. This acknowledgment 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 3070 2232.

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#### TENDER No.NSCM/18012/251/2024

#### GENERAL TERMS AND CONDITIONS (GTC) FOR FABRICATION AND SUPPLY OF SCULPTURE AND DIORAMA FOR THE 'HALL OF NUCLEAR POWER' GALLERY AT NEHRU SCIENCE CENTRE, MUMBAI, STRICLY AS PER THE DRAWINGS WITH SPECIFICATIONS

- 1. Bidders should have necessary infrastructure and facilities so as to take up the job of Fabrication and Supply of the Tendered items strictly as per enclosed Drawings and specification with required financial capability.
- 2. **Price:**

The price and rates quoted/indicated in the enclosed 'BoQ (Offer Form)' shall include cost of all materials, labour for fabrication, finishing, erection, installation, labour supervision, transportation etc. and all working accessories, tools and tackles, reliable standard testing equipment etc. and all incidental charges to fabricate, deliver, erect and install the Sculpture and Diorama and allied works mentioned in the Tender documents towards execution of tendered works for the **'Hall of Nuclear Power' Gallery** at **Nehru Science Centre, Mumbai**. The rates of applicable GST and any other charges/taxes to be imposed on the rate shall be clearly mentioned. Price and rate quoted shall be firm and fixed for the entire period of execution of the work order and no escalation of rate on any ground whatsoever shall be applicable. Rate shall be quoted for each individual Sr.No./Drawing/items in the BoQ sheet (.xls format), however, overall lowest Bidder will be considered for the award of work.

#### 3. WARRANTY: The complete Sculpture and Diorama shall have a warranty of ONE year.

- 4. The successful Tenderer shall submit the following documents within 7 (seven) days from the date of placement of the work order :
  - i) Duplicate copy of the work order duly signed and stamped as a token of acceptance of the order.
  - ii) Security Deposit as detailed in Clause No.7.

#### 5. Time of Completion:

Time is the essence of the Tender. The entire work viz. fabrication, finishing, erection, installation, labour supervision, transportation etc. as per enclosed Drawings with Specifications shall be completed at the 'Hall of Nuclear Power' Gallery at Nehru Science Centre, Mumbai, within 2 (two) months from the date of placement of order. For non-compliance of any of the above terms and non-delivery of the tendered items complete in all respects within the above-stipulated period, NSC, Mumbai shall either cancel the order or impose Penalty as detailed in Clause No.6. Decision of NSC, Mumbai in this regard shall be final and binding on the successful Tenderers.

#### 6. Penalty Clause:

The successful tenderer shall strictly observe the time allowed for carrying out the works as detailed in Clause No.5. The work shall, throughout the stipulated period of the contract, be proceeded with all the diligence (time being deemed to be the essence of the contract). If the successful tenderer fails to complete the work in the stipulated time, the successful tenderers shall pay to NSC, Mumbai an amount corresponding to @ 2% of the Total Contract Value or Actual Value of Work done, whichever is greater, for every week that the work may remain incomplete as per delivery schedule/completion time as stipulated in Clause No.5 subject to a maximum compensation of @10% of the Total Contract Value or Actual Value of Work done, whichever is greater, and after such period, appropriate action will be taken by NSC, Mumbai as it may deem fit. NSC, Mumbai may extend the completion time/time of delivery of the tendered job at their discretion on the application of the successful tenderer for such purpose provided that NSC, Mumbai in this regard shall be final and binding on the successful Tenderers.

#### 7. Refund of EMD

- (i) EMD of successful Tenderer/Bidder shall be discharged (without any interest) on or before the 30th day after award of work to the Successful Tenderer/Bidder and signing of contract, whichever is later, after receipt and acceptance of the Security Deposit/Retention Money in the valid format.
- (ii) EMD of unsuccessful Tenderers/Bidders shall be discharged (without any interest) on or before the 30th day of opening of Financial Bids.

#### 8. Security Deposit (SD):

Total Security Deposit shall be @10% of the total value of the order and shall be paid in the form of Demand Draft / Banker's Cheque / Pay order by the successful tenderer to NSC, Mumbai. If the successful tenderer fails to deposit the same at a time before taking up the job, deduction @ 10% shall be made from every bill duly supported by receipted challan & satisfactory inspection/ Work Completion Certificate from Competent Authority of NSC, Mumbai and the said amount shall be retained by NSC, Mumbai as Security Deposit. 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). In case the total value of the order 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 NSC, Mumbai.

#### 9. Inspection:

The successful tenderer shall arrange for inspection of the job by the competent authorities of NSC, Mumbai at every stage of work execution. Inspection may also be made at any point of time during the process of fabrication, finishing, erection, installation, labour supervision, transportation etc., if felt by the Competent Authority of NSC, Mumbai. Any defect like poor workmanship, unprofessional approach towards fabrication and supply pointed out during such inspections has 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 at every stage of the work, failing which action shall be taken as will deem fit by NSC, Mumbai. The decision of NSC, Mumbai in this regard shall be final and binding on the successful tenderer.

#### 10. Terms of Payment :

No advance shall be made to the contractor by NSC, Mumbai. The final payment shall be released after satisfactory completion of the entire job and within 30 days from the date of receipt of Invoice/Bill duly mentioning the bank details and GST number and supported by receipted challan and satisfactory Inspection/Work Completion Certificate issued by the Competent Authority of NSC, Mumbai.

#### 11. Defect Liability Period :

The defect liability period shall be 12 (twelve) months from the date of final completion of work and acceptance by the authorities of NSC, Mumbai. The successful tenderer shall be responsible for all defects of Sculpture and Diorama including all allied jobs, defective workmanship etc. for a period of 12 (twelve) months from the date of final completion of work. The successful tenderer shall rectify the defects/defective parts within the specified time up to the complete satisfaction of the competent authority of NSC, Mumbai or otherwise NSC, Mumbai shall have the right to rectify the defect at the successful tenderer's own risk but in that case, the requisite cost will be adjusted from the Security Deposit of the contractor retained with NSC, Mumbai. Decision of the NSC, Mumbai in this regard shall be final and binding on the successful tenderer.

- 12. In case, the successful tenderer refuses to accept the offer after finalization or does not comply with the Clause No.4 within 07 (seven) days from the date of placement of the order as per the finalized and accepted terms & conditions, the order shall be cancelled forthwith and the EMD will be forfeited without any further reference.
- 13. Every effort should be made to complete the work by the successful tenderer within the specified time schedule. In case the firm fails to comply with Clause No.5 i.e. the specified time schedule as per the finalized and accepted terms and conditions, NSC, Mumbai shall have the right to either impose Penalty Clause or cancel the order. The decision of NSC, Mumbai in this regard shall be final and binding on the successful tenderer.
- 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 Drawings with Specifications and directions given by the authorized representatives of NSC, Mumbai. The decision of NSC, Mumbai as to items of bad workmanship and proper replacement/rectification will be final and binding on the successful Tenderers.
- 15. Drawings with Specifications of the tendered job are enclosed for guidance. However, if any ambiguity in the Drawings with Specifications is detected, it shall be promptly brought to the notice of NSC, Mumbai for clarifications. The successful tenderer without written approval/permission of NSC, Mumbai shall make no deviation from the approved Drawings with Specifications.
- 16. NSC, Mumbai shall not be liable for injury of any employee who is deployed by the successful tenderer within/outside the work-site during the time of execution of the work order.
- 17. The successful tenderer shall submit 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 at his/her own cost and shall keep NSC, Mumbai indemnified from all his/their acts/or omissions.

- 18. The successful tenderer shall not under any circumstance 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.
- 19. The successful tenderer shall furnish a copy of the license that they obtained from the competent authority for carrying out the contract work. The successful tenderer 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 NSC, Mumbai. In case the successful tenderer feels that such a License is not necessary, the successful tenderer shall, before taking up the work, intimate to this Office the reasons therefore quoting relevant provisions of the Act under which they are exempted.
- 20. 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 NSC, Mumbai. If at any time it is found that minimum wages are not paid to the workers deployed by the successful tenderer they will be directed by NSC, Mumbai to pay the lawful wages and such directions shall be binding on the successful tenderer. In the event of failure on the part of the successful tenderer to comply with such direction, the contract may be terminated/cancelled without any compensation. Alternatively, NSC, Mumbai may pay to the labourers the difference and deduct the same with Penalty from the successful tenderer's bill.
- 21. The authorities of NSC, Mumbai reserves the right to amend, alter or modify the terms & conditions mentioned above, if necessary, from time to time.
- 22. All the debris arising out of the work shall be removed by the successful tenderer on daily basis and shall arrange to clean the working area properly.
- 23. The materials supplied by the successful tenderer shall conform to the Drawings with Specification given by NSC, Mumbai. Sub-standard quality of materials as well as workmanship will not be accepted. The sample must be got approved well in advance from the Competent Authority of NSC, Mumbai.
- 24. Income Tax and Work Contract Tax shall be deducted at source, if applicable, from each bill/claim of the firm as per prevailing Government rules.
- 25. Vendors are advised to visit the site location before providing their offer.
- 26. All disputes and differences between the successful tenderer and NSC, Mumbai 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 either 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 NSC, Mumbai. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereof and of the rules made thereunder for the time being in force shall apply to arbitration's proceedings under this Clause.

#### Annexure-C

## नेहरु विज्ञान केन्द्र / NEHRU SCIENCE CENTRE

(राष्ट्रीय विज्ञान संग्रहालय परिषद की एक इकाई)/ (A unit of National Council of Science Museums) डॉ. ई. मोजेस मार्ग, वरली, **मुंबई**-400018/Dr. E. Moses Road, Worli, Mumbai-400 018 Tel. No.022 24900518, E-Mail: spo@nehrusciencecentre.gov.in

#### TENDER No.NSCM/18012/251/2024

### **DECLARATION - I**

We do hereby accept the "General Terms & Conditions" as provided by the Nehru Science Centre, Mumbai, along with the Tender documents for **Fabrication & Supply of Sculpture and Diorama, for 'Hall of Nuclear Power' Gallery at Nehru Science Centre, Mumbai** strictly as per the Drawings with Specification and Terms & Conditions provided by Nehru Science Centre, Mumbai and also undertake to deliver and install the said work strictly as per the Drawing with Specification as provided along with the Tender documents, in the event of placement of any order on us. Nehru Science Centre, Mumbai, shall be at liberty to cancel the order in full or in part and forfeit the Earnest Money Deposit (EMD) in the event of failure of any of the above declaration made by us.

#### Signature of the Tenderer/Constituted Attorney

Address :

Official seal with Date :

## DECLARATION - II

This is to certify that I/We have no close relative as an employee of the National Council of Science Museums (close relatives means: Father, Mother, Brother, Sister, Son, Daughter and Spouse) nor any such close relatives are associated with us as Proprietor/Partner/Share Holder/Director and like.

#### Signature of the Tenderer/Constituted Attorney

Official seal with Date: Place:

(राष्ट्रीय विज्ञान संग्रहालय परिषद की एक इकाई)/ (A unit of National Council of Science Museums) डॉ. ई. मोजेस मार्ग, वरली, मुंबई–400018/Dr. E. Moses Road, Worli, Mumbai-400 018 Tel. No.022 24900518, E-Mail: spo@nehrusciencecentre.gov.in

#### TENDER No.NSCM/18012/251/2024

### **DECLARATION - III**

We ...... (name of the Bidder), hereby declare that are registered under Micro and Small & Medium Enterprises (MSME) and eligible for exemption for submitting Bid Security (EMD) for participating in the e-Tender for Fabrication & Supply of Sculpture and Diorama, for 'Hall of Nuclear Power' Gallery at Nehru Science Centre, Mumbai.

We further declare and accept that if we withdraw or modify our Bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a Performance Security (Security Deposit) before the deadline defined in the e-NIT, we will be suspended for the period of time specified in the e-NIT from being eligible to submit Bids for contract in Museum/Centre.

Signature of the Tenderer/Constituted Attorney

Address :

Official seal with Date :

# (To be printed on Agency's Letterhead and upload on the CPP Portal as well as submit hard copy to TIA)

Ref:

Date :

#### DECLARATION

We, M/s. ...., hereby solemnly declare as follows, in respect of the ref Tender No.NSCM/18012/251/2024:

- a) That, we have downloaded all the documents from CPP e-Procurement Portal of NIC and all the uploaded information / statements are true to the best of our knowledge.
- b) That, our firm is not involved in any **Litigation or Arbitration** with NCSM/its Satellite Units/other Government Institutions, during the last 05 (five) years.
- c) That, our firm is not having any unsatisfactory remarks/comments due to poor workmanship, uses of substandard material etc. for similar nature of works executed at NCSM/its Satellite Units/other Government Agencies. If our firm is found to be defaulted in any of the above, then our firm can be disqualified without assigning any reason and no clarification on this ground would be raised by our firm. The decision of the Museum/Centre authority would be final, binding & acceptable to our firm.

Yours faithfully,

Signature of the Agency with Seal

#### Annexure-D

# नेहरु विज्ञान केन्द्र/NEHRU SCIENCE CENTRE

(राष्ट्रीय विज्ञान संग्रहालय परिषद की एक इकाई)/ (A unit of National Council of Science Museums) <u>डॉ. ई. मोजेस मार्ग, वरली, **मुंबई**-400018/Dr. E. Moses Road, Worli, Mumbai-400 018</u> Tel. No.022 24900518, E-Mail: spo@nehrusciencecentre.gov.in

#### TENDER No.NSCM/18012/251/2024

#### TECHNICAL (TECHNO-COMMERCIAL) BID

# <u>NOTE:</u> All Particulars / Informations should be given in the following format with complete details :

1	Name & Address of the Firm/Bidder	
2	Telephone No. Mobile No.(to be available 24 Hrs) Office (Local) : E-mail ID : Website :	
3	Background details of the Firm	
4	Manpower set up of the Firm	
5	Qualification of Professionals	
6	Past experience in such business for the last 3 years giving details of established clients, especially Government Offices.	
	Submit certificate issued by such clients/Govt. Offices for satisfactory executing of orders (along with photographs of the work done).	
7	(i) Whether capable to Fabricate & Supply the Sculpture and Diorama, for Hall of Nuclear Power Gallery at Nehru Science Centre, Mumbai strictly as per enclosed Drawings with Specification ?	
	(Please mention 'YES' or 'NO') (ii) If it is mentioned 'NO' above,	
	submit detailed deviation to be	

	made from the enclosed Drawings	
	with Specification.	
	(Extra sheet may be attached, if	
	required).	
	(iii) If it is mentioned 'YES' above,	
	inform number of days required for	
	completion of the job.	
	(iv) State whether the Sculpture and	
	Diorama to be offered by the Firm	
	shall either come with/or in	
	compliance with all the features as	
	detailed in enclosed Drawings with	
	Specification.	
	(State 'YES' or 'NO')	
8	Submit the documentary evidence	
Ŭ	regarding execution of latest	
	contract of similar nature and	
	magnitude of <u>minimum single order</u>	
	value of ₹4.00 Lakhs or above	
9	Proof of financial status of the	
Ŭ	company/audited Balance Sheet for	
	last 3 years indicating total turnover	
	as well.	
	(Submit documentary evidence)	
10	Whether agreed to accept 30 days	
10	credit payment Terms ?	
	(Please mention 'YES' or 'NO')	
11	Minimum time required to Fabricate	
	and Supply of the Tendered item at	
12	Nehru Science Centre, Mumbai.	
	State whether registered under GST.	
13	(Enclose photocopy of certificates)	
13	Whether agree to Fabricate &	
	Supply the Sculpture and Diorama,	
	for Hall of Nuclear Power Gallery at	
	Nehru Science Centre, Mumbai as	
	per enclosed Drawing with	
	Specifications positively by 2 (two)	
	months?	
	(Please mention 'YES' or 'NO')	

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

#### Official seal with Dated :

Official Seal Signature of the Tenderer/Constituted Attorney

(राष्ट्रीय विज्ञान संग्रहालय परिषद की एक इकाई)/ (A unit of National Council of Science Museums) डॉ. ई. मोजेस मार्ग, वरली, **मुंबई**-400018/Dr. E. Moses Road, Worli, Mumbai-400 018 Tel. No.022 24900518, E-Mail: spo@nehrusciencecentre.gov.in

#### TENDER No.NSCM/18012/251/2024

### **CHECKLIST OF DOCUMENTS SUBMITTED :**

SR. NO.	PARTICULARS	SUBMITTED	NOT SUBMITTED
1	Scanned copy of Demand Draft / Pay Order/Receipt of transaction in case of RTGS/NEFT for ₹9,800/- towards EMD to be uploaded.		
	OR In case of exemption from EMD scanned copy of Certificates issued by NSIC, MSME etc.		
2	Sealed & Signed copy of General Terms & Conditions : Annexure-B		
3	Sealed & Signed copies of Declarations : Annexure-C		
4	Sealed & Signed copies of Techno- Commercial Bid & Checklist duly filled : Annexure-D		
5	Sealed & Signed Copies of Drawings with Specifications : Annexure-E		
6	Sealed & Signed copies of Trade License, GST Certificate, PAN and other details		
7	Sealed & Scanned copies of Completion Certificates of Past experience in such business/similar work for the last 3 years especially with Government Offices (along with the photographs of the work done)		
8	Proof of financial status of the company/audited Balance Sheet for last 3 years indicating total turnover as well.		
9	Details of the Bank Account		
10	Financial Bid (upload of BoQ in .xls format) : Annexure-F		

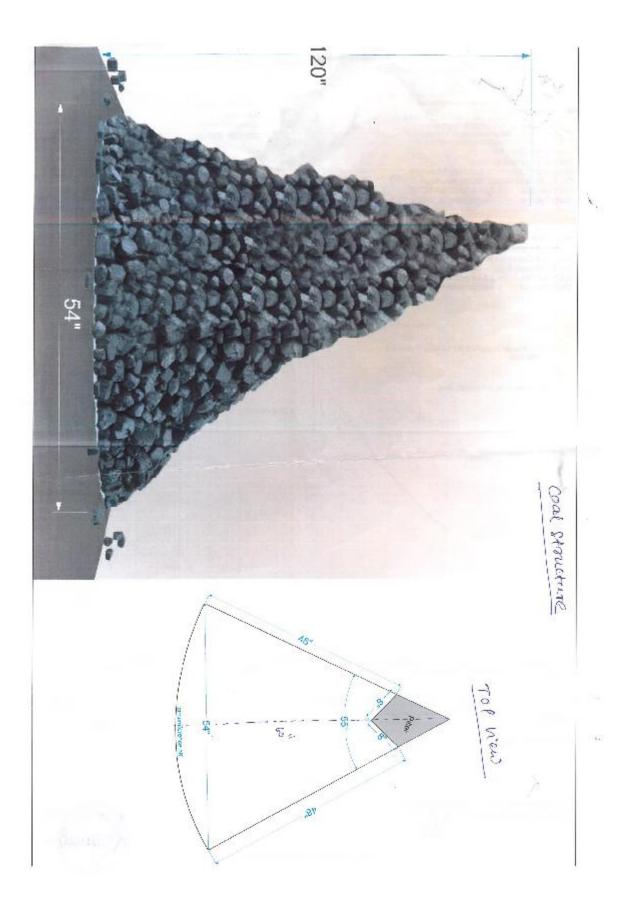
(राष्ट्रीय विज्ञान संग्रहालय परिषद की एक इकाई)/ (A unit of National Council of Science Museums) डॉ. ई. मोजेस मार्ग, वरली, मुंबई–400018/Dr. E. Moses Road, Worli, Mumbai-400 018 Tel. No.022 24900518, E-Mail: spo@nehrusciencecentre.gov.in

#### TENDER No.NSCM/18012/251/2024

#### DRAWINGS WITH SPECIFICATION FOR FABRICATION AND SUPPLY OF SCULPTURE AND DIORAMA FOR 'HALL OF NUCLEAR POWER' GALLERY AT NEHRU SCIENCE CENTRE, MUMBAI

Sr. No.	Name of the Exhibit	Description
1	Comparison of Fuel	<b>Coal Heap Structure</b> will be done by FRP materials. Size is as per given drawing i.e. H-12 ft x W-54 inch x C-58 inch. Agency should follow the drawing strictly and if any doubt, may discuss before quoting the rate.
2	Defense-in-Depth	Landscape with Nuclear Power Plant The Model Length is 88 inch x Height 24 inch x Depth 24 inch. All design will be as per drawing and will be done by FRP material, sun board tree plants etc. Total Diorama will be well finished with suitable colour and required all materials.

After getting the Work Order, delivery time is very crucial and the successful Tenderer should strictly follow the time target otherwise Penalty will be charged as per rule.





#### **PROFORMA FOR AGREEMENT**

hereinafter referred to as "**the Agency**" which expression shall include his / their respective heirs, executors and administrators on the **Other Part**;

WHEREAS the Centre is desirous of getting the work of *Fabrication and Supply of Sculpture and Diorama and allied works as mentioned in the Tender documents for the 'Hall of Nuclear Power' Gallery at Nehru Science Centre, Mumbai,* and accordingly invited e-Tenders for the purpose;

AND WHEREAS the Agency has submitted duly completed Tenders accepting all the Terms & Conditions, Drawings with Specifications as stipulated in NIT.

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

- 1. In consideration of the payment to be made by the Centre and subject to the Terms and Conditions contained in the subject NIT and enclosed at **Annexure 'B'**, the Agency shall execute and complete the work within 2 (TWO) MONTHS from the date of issue of the Work Order as per the Drawings with Specifications furnished to them.
- 2. No advance payment shall be made by this Centre under any circumstances. The final payment shall be released after satisfactory completion of the entire job and within **30** (*Thirty*) *days* from the date of receipt of Invoice/Bill duly mentioning the bank details and GST number.
- 3. The successful Tenderer shall strictly observe the time allowed for carrying out the works as detailed in Clause No.5. The work shall, throughout the stipulated period of the contract, be proceeded with all the diligence (time being deemed to be the essence of the contract). If the successful tenderer fails to complete the work in the stipulated time, the successful tenderers shall pay to NSC, Mumbai an amount corresponding to @2% of the Total Contract Value or Actual Value of Work done, whichever is greater, for every week that the work may remain incomplete as per delivery schedule/completion time as stipulated in Clause No.5 subject to a maximum compensation of @10% of the Total Contract Value or Actual Value of Work done, whichever is greater and after such period, appropriate action will be taken by NSC, Mumbai as it may deem fit. NSC, Mumbai may extend the completion time/time of delivery of the tendered job at their discretion on the application of the successful tenderer for such purpose provided that NSC, Mumbai considers the reasons for such extension as good, sufficient and acceptable. Decision of NSC, Mumbai in this regard shall be final and binding on the successful Tenderers.
- 4. The Tender (including Annexure) and Terms & Conditions, Drawings with Specifications shall form the basis of this Agreement and the decision of the Centre in reference to all matters or dispute as to material and workmanship shall be final and binding on the Agency.
- 5. The Centre reserves to itself the right of altering the contents and Drawings with Specifications, Terms & Conditions and of adding to or omitting any item of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall not vitiate this Agreement.
- 6. The Agreement comprises the work above and all subsidiary work connected therewith, even though such work is not described in the said Drawings with Specifications.

7. All disputes and differences, if any, 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 of the contract) 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 tenderer(s) and the Centre.

The provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereof and of the rules made thereunder for the time being in force shall apply to arbitration proceedings under this clause.

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In witness whereof the Parties have set their respective hands the day and the year hereinabove written:

Signed by	
or & on behalf of the Centre.	

(with official seal)

In presence of (1)

(2) .....

Signed by ..... for & on behalf of the Agency.

(with official seal)

In presence of (1)

(2) .....