



Ministry of Culture
Government of India

E-TENDER DOCUMENT

For

Renovation / Upgradation of 02 Nos.of Outposts of CISF, located inside the Victoria Memorial Hall Campus, Kolkata

VICTORIA MEMORIAL HALL
(An Autonomous Organisation under the Administrative
Control of the Ministry of Culture, Govt. of India)
1, Queen's Way, Kolkata-700071, India

CPP PROTAL E-Tender ID : - 2024_VMHK_831402_1

**INSTRUCTIONS TO THE CONTRACTORS/BIDDERS FOR THE E-SUBMISSION OF THE BIDS ONLINE
THROUGH TENDER SITE <https://eprocure.gov.in/eprocure/app>**

This tender document has been published on the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>). 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. 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 “**Click here to Enroll**” on the CPP Portal. Enrolment 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 / TCS / 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 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. 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.

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

3) 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" 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 he/she 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 EMD and enter details of DD/any other accepted instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the office of Victoria Memorial Hall, latest by the last date and time of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the documents submitted by the agency with the tender.
- 5) Scanned copy and the data entered during bid submission time otherwise the Tender will be summarily rejected.
- 6) The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 7) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price bid has been given as a standard BoQ format (BoQ_xxxx.xls) 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 cells with their respective financial quotes and 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 filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected. In e-Tendering, intending bidder can quote his rate in figures only. The rate in words, amount of each item and total is generated automatically. Therefore, the rate quoted by the bidder in figures shall be taken as correct. The Comparative Statement is also generated automatically. The Comparative statement and rate quoted by each bidder shall be downloaded. **The manual calculation check of bids and comparative statement shall be final. In case, any discrepancy is noticed, the decision of appropriate VICTORIA MEMORIAL HALL authority shall be final and binding.**
- 8) 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. The bidders are requested to submit the bids through online e-tendering system to the **Tender Inviting Authority (TIA)** well before the bid submission end date & time (as per Server System Clock).
- 9) 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 person 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.
- 10) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 11) Upon the successful and timely submission of bids, 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.
- 12) 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 queries relating to the tender document and the terms and conditions contained therein should be addressed to the **Tender Inviting Authority(TIA)**:

Secretary & Curator
VICTORIA MEMORIAL HALL
(An Autonomous Organisation under the Administrative Control of the Ministry of Culture, Govt. of India)
1, Queen’s Way, Kolkata-700071, India
or may call us on 033-2223-5142
or Email at: victomem@gmail.com

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**.

NOTICE INVITING TENDER (ONLINE)

VM NO. 1622/2024

Dated 17.10.2024

1. **Victoria Memorial Hall (VMH), an Autonomous Organisation under the Administrative Control of the Ministry of Culture, Govt. of India.**
2. Online **e-tender (Percentage Rate Bid)** are hereby invited from reputed and experienced Engineering/Technical contractors capable of carrying out the work of **“Renovation / Upgradation of 02 Nos. of Outposts of CISF, located inside the Victoria Memorial premises, Kolkata”** with excellent finishing quality. Documents are to be submitted online to the Central Public Procurement Portal website <https://eprocure.gov.in/eprocure/app>, before the prescribed date & time, using the valid Digital Signature certificate (DSC) obtained from the authorized agencies of NIC & valid **GST** registration no.
3. Above work primarily comprises of misc. civil & electrical etc. works (refer BOQ)
4. The place of work would be at: **VICTORIA MEMORIAL HALL,
1, Queen’s Way, Kolkata-700071, India**

Important Information & Dates:

Estimated cost of work	Rs.15,76,982/-
EMD	Rs.79,000/-
Period of completion	60 days from the date of receipt of work order.
Bid Document Published Date	18.10.2024
Bid Document Download Start Date	19.10.2024
Bid Document Download End Date	01.11.2024
Bid submission Start Date	19.10.2024
Bid submission End Date	01.11.2024 at 12:30 pm
Bid Opening (Technical) Date	04.11.2024 at 03:00 pm
Financial Bid Opening Date	To be Notified later
Address of Tender Inviting Authority	Secretary & Curator VICTORIA MEMORIAL HALL 1, Queen’s Way, Kolkata-700071, India

5. Time for carrying out the work will be **60 days** from the date of issue of Letter of Intent.

6. **ELIGIBILITY CRITERIA:**

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

6.1 **Financial: -**

6.1.1 **Average Financial Turnover during the last 03 (three) years should be at least 50%** of the value of the estimated project cost.

6.2 Technical: -

6.2.1 Registration/Empanelment with other Govt. Departments/Agencies, if any. Please provide proof of registration / empanelment.

6.2.2 The agency should have experience of having successfully executed **similar works** with Central / State Govt. Departments, PSUs, Autonomous Bodies, Reputed Private Sector (BSE /NSE listed), **during the last 07 (seven) years** ending previous day of last date of submission of tenders: -

3(three) similar completed works (at least one of them should be in Central Government / Central Autonomous Bodies/ State PWD/ Central Public Sector Undertakings) each costing not less than 40% of estimated cost.

OR

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

OR

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

7. The intending bidder must read the terms and conditions of VICTORIA MEMORIAL HALL carefully. He should only submit his bid if he considers himself eligible and if he is in possession of all the documents required.

8. Information and Instructions for bidders posted on website shall form part of bid document.

9. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from <https://eprocure.gov.in/eprocure/app> free of cost.

10. Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited e-Tender and Earnest Money Deposit and other documents scanned and uploaded are found in order.

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

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

13. The e-Tenders invited under two envelopes system, the first electronic envelope will be named as Technical Envelope & will contain documents of bidder's satisfying the eligibility conditions and 2nd electronic envelope will be named as

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

a) **TECHNICAL BID ENVELOPE shall contain the following documents in .pdf format: -**

i) Scanned copy of Demand Draft / Pay order or Banker's Cheque of any Nationalised / Scheduled Bank / Online payment transfer receipt towards Earnest Money Deposit (EMD)@ 5% of the tender value in pdf format in favour of **Victoria Memorial Hall payable at Kolkata**. Details of Bank account is as under: -

Name of the Account Holder	VICTORIA MEMORIAL HALL
Account No.	1683104000057512
IFSC Code	IBKL0001683
Branch	BHAWANIPORE BRANCH
Bank Name	IDBI Bank

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

iii) Scanned copies of WORK EXPERIENCE CERTIFICATES / COMPLETION CERTIFICATE issued by Govt./ Semi-Govt./ Autonomous/ PSUs and/or Reputed Institution of requisite magnitude with appropriate Authority as per NIT in .pdf format.

iv) Scanned copy of UNDERTAKING (**as per Annexure – “A”**) duly signed with company seal in .pdf format which also includes the undertaking that "The physical EMD (except in case of online payment of EMD) shall be deposited by me/us with the office of **Victoria Memorial Hall** calling the bid before the bid opening date otherwise the department may reject the tender/bid and also take action to withdraw my/our enlistment/debar me/us from further tendering in **Victoria Memorial Hall** or any of its constituent units."

v) Scanned copy of Special Terms and Condition (**as per Annexure – “B”**) duly signed with company seal in .pdf format

vi) Scanned copy of GST Registration Certificate and PAN.

vii) Tender Document in pdf format (TENDERXXXXX.pdf file) digitally signed.

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

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

(i) Rate Quote Sheet (Percentage basis) in .xls format.

14. It may be noted that the Technical Bid Envelope which are not found in order will be rejected.

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

16. The VMH does not bind itself to accept the lowest e-tender and reserves to itself the authority to reject or partially accept any or all the e-tenders, e-tendered items or schedules received without assigning any reason whatsoever.
17. Canvassing in connection with e-tenders is strictly prohibited and the e-tenders submitted by the e-tenderers who resort to canvassing will be liable for rejection on that ground alone.
18. All taxes including GST, labour cess, duties, etc on materials freight & transit Insurance F.O.R. site in respect of this contract will be payable by the successful tenderer. Nothing extra will be payable for increase in such taxes, duties, Labour Cess, etc even if imposed or levied either before or after the e-tenders are opened or during currency of contract.
19. Before submitting the e-tender, the tenderer shall examine all specifications, conditions of contract and inspect the site if necessary. The e-tender must be balanced in respect of individual items so that the rates quoted shall remain in force even if the quantities deviate before or during the execution of the work.
20. The successful e-tenderer selected for the work shall sign the formal agreement within 15 days from the date of issue of Letter of Intent to them by the VMH failing which the LOI for award of work is liable to be cancelled and EMD/Performance Security forfeited.
21. The selected e-tenderer will be issued a Letter of Intent by the VMH and given 15 days mobilisation time which shall be counted from the date of issue of the Letter of Intent. Within the mobilisation time the tenderer must scrutinise all the working specifications etc. and obtain clarifications from VMH wherever necessary and submit revised Specifications if required by the VMH. During the mobilisation time, the tenderer shall also mobilise all his resources including men and materials, obtain the supply of water and electricity necessary for construction, erect a temporary cement godown at site if necessary and Sign an Agreement with VMH in approved format on a non-judicial stamp paper of proper denomination. ***The date of commencement of work shall be the date of issue of Letter of Intent.***
22. The validity period of the e-tender shall be at least six months from the date of opening of e-tenders. This period may be extended with mutual consent if the decision regarding issue of Letter of Intent is delayed for any reason.

Appendix to NIT

1. SUMMARY CONDITIONS OF CONTRACT

- Defect Liability Period : Fourteen months from the date of completion as certified by the VMH.
- Time for Completion : **60 days** from the date of Letter of Intent as per NIT Clause 5 read with NIT Clause 21.
- Earnest Money to be deposited with the tender : **Rs.79,000/-** (being 5% of the estimated value of tender, rounded off to nearest thousand).
- :
- Liquidated damages for non-completion of work in time (Clause 39d of the general conditions of contract). : One percent per week of the total cost of the work awarded subject to a maximum of 10% of gross value of work done or cost of the work awarded whichever is greater.
- Liquidated damages for insufficient progress of work (Clause 39c of the general conditions of Contract). : Half percent per week of the total cost of the work awarded subject to a maximum of 10% of gross value of work done or cost of the work awarded whichever is greater.

2. RETENTION MONEY

Total: - 10% as per the following detail

- i) Performance Security/Guarantee : The successful tenderer will be required to deposit 10% of the total work value as Performance Security in the same manner in which the Earnest Money has been deposited to the Victoria Memorial Hall before receiving Work Order. The Performance Security since deposited will be refunded not earlier than 14 months from the date of completion of the job. The Earnest Money will be forfeited if the Performance Security Money is not deposited within 7 days from the date of intimation in this regard or if the successful tenderer is unable to commence the job within specified time. The Performance Security Money will be forfeited if the allotted work is not started within 7 days from the date of intimation or completed within scheduled time frame. The job shall have to be guaranteed against bad workmanship for a period of 12

months from the date of completion of the job. If any defect is detected during the period as mentioned above the successful tenderer will be liable to rectify the same free of cost within reasonable time. Otherwise, VMH will get it rectified at its own cost and adjust the same from Performance Security.

Period of submitting final bill by the successful tenderer

Three months from the date of completion.

FORMAT FOR LETTER OF INTENT*

(Mention file number)

.....
Date.....

Sub: Letter of Intent for the work of

Dear Sirs,

With reference to your e-tender dated(and further clarification vide letter number dated) # it is intended to award the aforesaid work at the e-tendered amount of Rs.....
(Value based on only items of work intended to be awarded for execution)

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

You may avail of 15 days mobilisation time from the date of issue of this letter of Intent for mobilising your men, materials and other necessary resources for the construction. During mobilisation period, you are requested to visit the site and study all the building & facilities to obtain clarifications from this office immediately.

Please note that the work has to be completed within the scheduled time in which mobilisation time period of 15 days is also included. The date of commencement of work would be reckoned as the date of issue of this letter (as per clause 21 of NIT).

Thanking you,

Yours faithfully,

Sd/-
Secretary & Curator

*

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

5. The VMH through its official entrusted with Caretaking reserves to itself the right of altering the specifications and of adding to or omitting any item of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall not vitiate this agreement.

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

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

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

Signed by for and on behalf of the VMH

.....

(Secretary & Curator)

In the presence of

1.

Seal *(Accounts Officer)*

2.

(VMH Official)

Signed by the said Successful e-tenderer

In the presence of

(1).....

Seal

(2).....

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GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATION

The terms as used in the e-tender documents and agreement and named hereunder shall have the meanings herein assigned to them except where the subject or context otherwise requires:-

“This agreement” shall comprise of the Articles of Agreement along with the Appendix, the Conditions of Contract, the Priced Schedule of Quantities, Specifications attached hereto and including those to which only a reference is made herein.

“Work” or “Works” shall mean all work or works defined by Bills of quantities, Specifications and such other work or works as the successful e-tenderer may be entrusted with for carrying out under this agreement as per Clause 4 of the Articles of Agreement.

“VMH” shall mean under the Victoria Memorial Hall which shall include the person for the time being in management of the Society and its assigns.

“Successful e-tenderer” shall mean and shall include his/their respective heirs, executors, administrators and assigns.

“Site” shall mean the site of the construction works as shown on the site plan attached hereto including any buildings and erection thereon and any other land adjoining these to (Inclusive) as aforesaid allotted by the VMH for the use of successful e-tenderer.

“Act of Insolvency” shall mean any act of insolvency as defined by the Presidency towns Insolvency Act, or the Provincial Insolvency Act or any Amending Statute.

“Notice in Writing” or “Written Notice” shall mean a notice or communication in written, typed or printed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have received when in the ordinary course of post it would have been delivered. “Virtual Completion” shall mean that the works carried out are fit for occupation in every respect including removal of scaffolding, plant, surplus material and rubbish and cleaning of dirt from work and site.

Words imputing person include firms and corporations words imputing the singular only also include the plural and vice versa where the context so requires.

Short headlines are given to each Clause for convenience only and they will not limit the meaning or scope of the Clause in any way.

2. SCOPE OF WORK

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

3. INSPECTION OF SITE

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

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

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

4. WATER, ELECTRICITY AND CEMENT GODOWN

The successful e-tenderer shall construct at the site at their own cost temporary cement godown within the mobilisation time as described in NIT Clause 21, of appropriate size suitable for proper and safe storage of 3 months consumption of cement. They will also arrange at their own cost supply of water and electric power at site required by them for construction.

5. SUCCESSFUL E-TENDERER TO PROVIDE EVERYTHING NECESSARY

The successful e-tenderer shall provide everything necessary for the proper execution of the works according to the true intent and meaning of the specifications and bill of quantities taken together, whether the same may or may not be particularly described in the specifications or included in the bill of quantities, provided that the same is to be reasonably inferred there from and if he finds any discrepancy in the specifications, and bill of quantities, he shall immediately refer the same to the VMH which shall decide shall be followed. Figured dimensions shall be followed in reference to scale.

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

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

6. SCHEDULE OF RATES AND SPECIFICATIONS

Specifications as attached herewith shall be applicable. However, the e-tenderer shall include in his rates all such items of work which are not specifically included in the e-tender schedule but are required to be executed to complete the works in accordance with the specifications etc. The VMH is not bound to follow the practice and mode of measurements followed by other departments.

7. ERROR IN SCHEDULE OF QUANTITIES, IF ANY

Should any error appear in the bill of quantities, other than the E-tenderer's prices and calculation, it shall be rectified by the VMH. Such variation shall constitute a deviation of the contract and shall be dealt with as hereinafter provided.

8. NOMENCLATURE OF ITEM

Nomenclatures of the items of works mentioned in the priced schedule are only a brief description of the work. The work shall have to be executed in accordance with the specifications for the work to the satisfaction of the VMH. Any omission in description will not absolve the successful e-tenderer from his responsibilities to complete the work in a satisfactory manner.

9. METRIC UNITS

The bills of quantity indicate the unit of Metric system. The mode of measurement of different items of work shall be as per details contained in specification and special conditions, with the equivalent of the units mentioned therein in Metric System.

10. CPWD/PWD SPECIFICATIONS AND I S CODES

CPWD/PWD specifications & relevant I.S. Code of practice shall be applicable, for all items of work.

11. ORDER OF PRECEDENCE

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

- (a) Schedule of Quantities.
- (b) Notice Inviting E-tender (NIT)
- (c) General Conditions of Contract (GCC)
- (d) Specifications for General Building (civil works) Sanitary and Plumbing, Electrical Installation,
- (e) CPWD/PWD Specifications & I.S. codes.

12. SETTING OUT WORK ETC.

- (a) The successful e-tenderer at his own expense shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all

parts thereof. If at any time any error shall appear during the progress of any part of the work, the Successful e-tenderer shall at his own expense rectify such error if called upon to the satisfaction of VMH.

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

13. MATERIALS

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

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

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

(a) Storage of Materials

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

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

Locations of stores and storage yards shall be approved by the VMH prior to construction or occupation. Successful e-tenderer shall take adequate protection of the materials against fire and other calamities.

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

b. Inspection and Testing of Materials

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

14. FAULTY MATERIALS AND WORK

(a) VMH shall during the progress of the work has power to order in writing from time to time the removal from the work, within such reasonable time or times as may be specified in the order, to any materials and/or Workmanship which in the opinion of VMH are not in accordance with the specifications or the instructions of VMH. The substitution of proper materials or any workmanship and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the specifications or instructions shall have to be forthwith carried out by the Successful e-tenderer at his own cost upon receiving such order. In case of default on the part of the Successful e-tenderer to carry out such order the VMH shall have the power to employ any other person to carry out the same and all the expenses consequent thereon or incidental thereto shall be borne by the Successful e-tenderer and shall be recovered from them by the VMH from any money due to or that may become due to the Successful e-tenderer or from the amount of retention money.

(b) In lieu of rectifying the work not done in accordance with the contract VMH may allow such work to remain, and in that case VMH may make allowance for the difference in value together with such further allowance for damage to the VMH as in their opinion may be reasonable.

Provided always that nothing in this clause shall relieve the Successful e-tenderer from his liability to execute the works in all respect in accordance with those terms and upon and subject to the conditions of this contract or from his liability to make good all defects.

15. ACCESS

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

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

16. DEFECT LIABILITY PERIOD AND DEFECTS AFTER COMPLETION

Defect Liability, Period shall be one year from the date of virtual completion of work, as certified by the VMH. Any defect, shrinkage or other faults, which may appear within the defect liability period, in the opinion of VMH, arising from materials or workmanship not in accordance with the contract or from failure to take due precautions, shall upon the directions in writing of VMH and within such reasonable time as shall be specified therein be amended and made good by the Successful e-tenderer at his own cost. In case of default, the VMH may employ and pay any other person/person to amend and make good such defect, shrinkage or other faults and all damage, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Successful e-tenderer.

Such damage, loss and expenses shall be recoverable from the Successful e-tenderer by the VMH or may be deducted by them from any money due or that may become due to the Successful e-tenderer. The VMH may also in lieu of such amendments deduct from any money due to the Successful e-tenderer, a sum to be determined by VMH equivalent to the cost of amending such works, and in the event of the amount retained under Clause 32 (the amount held as retention money) being insufficient, recover the balance from the Successful e-tenderer, together with expenses the VMH may have incurred in connection therewith. The Successful e-tenderer shall remain liable under the provisions of this clause notwithstanding the signing by VMH official of any certificate or the passing of any bills.

17. OPENING OF WORK

(a) All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the supervision of the VMH.

(b) The Successful e-tenderer shall notify VMH in writing immediately after the trenches or excavations, as required, are executed or as soon as any ground is cut into which from unexpected causes, appears to need immediate attention. After notifying VMH he shall await instructions which shall be given within seven days of receipt of such notice. If the Successful e-tenderer puts in, any part of the foundations before he has notified VMH and received instructions, he shall be liable to reinstate all work that may subsequently at any time, be damaged on account of any defect or insufficient foundations. The Successful e-tenderer shall at the request of VMH, within such time as indicated by VMH, shall open up for inspection any other work and should the Successful e-tenderer refuse or neglect to comply with such request, the VMH may employ other workmen to open up the same. If the work has been covered up in contravention of VMH's instructions, or if on being opened up, be found not in accordance with the specifications or the instructions of VMH, the expenses of opening up and covering it up again, whether done by the Successful e-tenderer or such other workmen shall be borne by or be recoverable from the Successful e-tenderer or may be deducted from any money due or which may become due to the Successful e-tenderer or from the amount held as retention money. If the work has not been covered up in contravention of such instructions, and be found in accordance with said specifications or instructions, the expenses aforesaid shall be borne by the VMH and shall be added to the contract sum provided always that in the case of foundations or of any other urgent work so opened up and requiring immediate attention, VMH shall within seven days after receipt of written notice from the Successful e-tenderer that the Work has been so opened, make or cause to make the inspection thereof and at the expiration of such time if such inspection shall not so have been made, the Successful e-tenderer may cover the same and shall not be required to open it up again, except at the expense of the VMH.

18. WORK IN SUBSOIL WATER/RAIN WATER/WATER

If during execution of work, sub-soil water is met with, or water enters the working space due to rains or any other cause, the Successful e-tenderer shall do dewatering using pumps or manual labour and also carry out additional work consequent thereupon, including shoring, strutting, work in liquid mud, sludge etc. without extra payment.

19. SITE CLEARANCE AND CLEAN UP

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

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

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

20. RATES

The rates quoted by the Successful e-tenderer shall be paid at net rates. He should include in his rates allowance for increase or decrease in the prices due to market fluctuation. He shall not be entitled to any separate amount on account of GST, other taxes, labour cess or any other cess, duties, etc., which are in force or will be enforced or enhanced by Government or local bodies during contract period or after e-tendering. Accepted e-tender rates shall not be changed due to changes in wages of labour either.

21.

QUANTITIES

All the quantities given in schedule of quantities are provisional.

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

22.

ESCALATION CLAUSE

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

23.

SECURED ADVANCE

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

24.

RETENTION OF MONEY

This shall mean and be 10% of the total gross value of the work as paid for against this contract AS performance guarantee. In case of termination of contract, this retention money shall be forfeited and amount necessary to make up this amount shall be recovered from the money due to the successful tenderer under this contract, or any other contract. The successful tenderer can give retention money in the form of a Bank Guarantee from a Commercial Bank in approved format to the extent of 10% of the total cost of work awarded valid for a period equal to completion period plus fourteen months (which will have to be suitably extended to cover defect liability period and extended period of contract whichever is later). Tenderers who have deposited earnest money/performance guarantee in Bank Draft along with the tender could get refund of earnest money deposited in cheque or Bank Draft or wire/Bank transfer after the Bank Guarantee for the 10% of the total cost is received and accepted by the VMH. The retention money in the form of Bank Guarantee will not be accepted in parts.

The successful tenderer shall have to extend the Bank Guarantee period, from time to time at least three weeks before the expiry of a Bank Guarantee to cover the defects liability period, reckoned from the date of virtual completion. In case they fail to extend the Bank Guarantee at least three weeks before its expiry, it shall be considered a breach of contract on the part of the successful tenderer and hence, the VMH shall be free to demand or encash the Guarantee money from the Bank. Provided all defects are removed and the retention money is not forfeited or has not become liable to be forfeited under this contract.

100% of the retention money without interest will be refunded to the successful e-tenderer after satisfactory completion of fourteen months (Defect Liability Period) from the date of virtual completion of work and after the successful e-tenderer has rectified all the defects pointed out to him.

Note: - EMD and Performance Guarantee deposited in other modes than online transfer, has to be drawn or duly pledged in favour of the **VICTORIA MEMORIAL HALL payable at KOLKATA**

25.

AUTHORITIES, NOTICES AND PATENTS

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

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

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

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

26.

DEVIATIONS

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

No claim for an extra shall be allowed unless it shall have been executed under the provisions of Clause 33 or by the authority of VMH official with the concurrence of the VMH as therein mentioned. Any such extra if herein referred to,

as an authorised extra shall be governed by Clause 35. No variation i.e. additions or substitutions shall vitiate the contract.

27.

PRICE FOR DEVIATIONS

Deviations shall be valued at the net rates contained in the E-tenderers' original e-tender or where the same may not apply direct at rates analogous to the prices therein contained. If the altered, additional or substituted work included any class of work for which no rate is specified in the contract, then the Successful e-tenderer shall within seven days of the date of receipt of the order to carry out the work, inform VMH the rate which he intends to charge for such class of work with proper analysis. In the event of his not doing so, within a reasonable time before the commencement of such work, he shall not be entitled to any allowance or payment in respect of any such extra work. When such notice has been duly given, VMH may agree to such a rate but VMH may cancel its order to carry out such class of work and arrange for it to be carried out departmentally or through any other agency or in such a manner as VMH may consider advisable or VMH may decide that the Successful e-tenderer shall carry out such items of work and in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him according to such rate or rates as shall be fixed by the VMH which will, however be subject to the Arbitration Clause.

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

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

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

28.

MEASUREMENTS

In case of dispute between the successful e-tenderer and the VMH as to under which item a particular work is to be measured the decision of VMH shall be final and binding on the tenderer. If for any items, the mode of measurements is not specified the decision of VMH about the mode of measurement shall be final and binding in the tender.

29.

PREPARATION OF FINAL BILL

VMH representative shall take measurements in presence of Successful e-tenderer's representative and record them in the Measurement Book from time to time and shall prepare abstract for final bill, including recovery statements. The bill abstract shall be prepared on standard CPWD form on the basis of abstract of quantities prepared by VMH in triplicate. The Successful e-tenderer should sign the bill and Measurement Book with the remark "Measurement and bill accepted". However, in the final bill, the successful e-tenderer shall have to certify – "The bill is accepted in full and final settlement of all claims and demands against this work".

30.

CERTIFICATES AND PAYMENTS

(a) VMH may from time to time intimate in writing to the Successful e-tenderer that VMH requires the works to be measured and they shall attend or send qualified agent to assist the VMH or representative in taking such measurements, and calculations and to furnish all particulars or to give all assistance required by VMH. Should they not attend or neglect or omit to send such agent then the measurement taken by VMH or approved by VMH shall be taken to be correct measurements of the work unless objected to within 7 days of their being recorded in the measurement book or books. Such measurements shall be taken in accordance with the mode of measurements mentioned in the specifications.

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

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

31.

IN TIME

TIME AND DAMAGES FOR NON-COMPLETION OF WORK

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

(b) The starting time specified for carrying out of the work shall be reckoned from the date of issue of the Letter of Intent. The date of completion or such date as is duly extended under Clause 38 shall be strictly observed by the Successful e-tenderer. The work shall, throughout the stipulated period of

the contract, be proceeded with all diligence (Time being deemed to be the essence of this Contract) by the successful e-tenderer strictly according to the stipulated time as a part of this agreement.

(c) At any stage during the execution of the work if the work lags behind the stipulated time for reasons directly attributable to the Successful e-tenderer, he shall be liable to pay as agreed liquidated damages equivalent to half percent of the total cost of work awarded every week for the period the work lags behind the stipulated time subject to a maximum of 10% of the total value of work, awarded or gross value of work done, whichever is greater.

(d) In the event of Successful e-tenderer's inability to complete the construction work by the scheduled date of completion, the VMH shall have the right to terminate the contract as per Clause 38 or allow the successful e-tenderer to continue and complete the work within specific date. In the latter case, during the period of continuation, the successful e-tenderer shall pay as agreed liquidated damage equivalent to one per cent of the total cost of work awarded for every week that the work remains unfinished subject to a maximum of 10% of the total value of work awarded or gross value of work done, whichever is greater.

32.

EXTENSION OF TIME

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

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

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

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

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

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

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

(g) No extension of time shall be given to the successful e-tenderer for non supply or delay in supply of cement and/or steel as per Clause 54. The successful e-tenderer hereby agrees that extension of time requested for by him and granted by the VMH shall be treated as an extension of time allowed to them without any claim for compensation or damages for any reasons whatsoever including those for which the extension is granted.

If an extension of time is granted by the VMH for reasons of delay either attributable or not attributable to the successful e-tenderer as indicated above then it shall be without any escalation.

33.

SUSPENSION OF WORK BY THE SUCCESSFUL E-TENDERER

TENDERER

If the successful e-tenderer suspends the works without obtaining extension of time or in the opinion of VMH neglects or fails to proceed with due diligence in executing his part of the contract or if he makes default more than once in the manner mentioned in Clause 18 above the VMH have power to give notice in writing to the successful e-tenderer requiring that the works be proceeded with reasonable speed and output must be commensurate with the specified time. Such notice shall specify the act of default on the part of the successful e-tenderer. After such notice has been given the Successful e-tenderer shall not be at liberty to remove from the site of work or from any ground continuous thereto any plant or materials belonging to him which had been placed thereon for the purpose of the work, and the VMH shall have a lien upon all such plants and materials to subsist from the date of such notice being given, until the notice have been complied with. Provided always that such lien shall not under any circumstances subsist after the expiration of thirty one days from the date of such notice being given, unless the VMH has entered upon and taken possession of the works and site and of all such plants and materials until the works have been completed under the power hereinafter conferred upon it. If the VMH exercises the above power it may engage any other agency to complete the works or finish the works departmentally and exclude the successful e-tenderer, his agents and servants from entry upon or access to the same except that the successful e-tenderer or any one person appointed in writing by him and accepted by the VMH may have access at all reasonable times during the progress of works to inspect, survey and measure the works. Such written appointments marked with VMH's consent before the person so appointed comes to the works. The VMH shall take such steps as, may be reasonable and necessary for completing the works without undue delay & expense, using for that purpose the plants and materials above mentioned, in so far

as they are suitable and adopted to such use. Upon the completion of the works VMH's representative shall certify the amount of expenses properly incurred, consequent on the incidental to the default of the successful e-tenderer as aforesaid, in completing the works by other persons. Should the amount so certified as the expenses properly incurred, including VMH's overhead if the works were carried out departmentally, be less than the amount which would have been due to the Successful e-tenderer upon the completion of the works by him, the difference shall be paid to the Successful e-tenderer by the VMH. Should the amount of the former exceed the later, the difference shall be paid by the Successful e-tenderer to the VMH. The VMH shall not be liable to make any further payment or compensation to the Successful e-tenderer for or on account of the proper use of the plants for the completion of the works under provisions hereinbefore contained other than such payment as is included in the contract price. After the works have been so completed by person other than the successful e-tenderer under the provisions hereinafter contained, the VMH shall give notice to the Successful e-tenderer of such completion and may require him from time to time, before and after such completion, to remove his plants and likewise all such materials as aforesaid as may not have been used in the completion of the works, from the site. If such plants and materials are not removed within such reasonable time, the VMH may remove and sell the same, holding the proceeds, less the cost of the removal and sell, to the credit of the successful e-tenderer. The VMH shall not be responsible for any loss sustained by the successful e-tenderer from the sale of plants in the event of the successful e-tenderer not removing it after notice, or for any damage thereto or deterioration thereof in any event.

34.

DETERMINATION OF CONTRACT BY THE VMH

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

35.

ARBITRATION

(a) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications and instructions hereinbefore mentioned and so to any question, claim right, matter or thing whatsoever, in any way arising out of or relating to the contract specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution of the same whether arising during the progress of the work or after the completion or abandonment thereof but excluding disputes on material and workmanship as per Clause 15 & 16 which is binding on both parties, shall be referred to the sole arbitration of a person nominated by the Secretary & Curator, Victoria Memorial Hall and if the former is unable or unwilling to act to the sole arbitration, of some other person appointed by the Secretary & Curator, VICTORIA MEMORIAL HALL willing to act as such arbitrator. The submission shall be deemed to be submission to Arbitration under the meaning of the Arbitration & Reconciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The award of arbitrator so appointed shall be final, conclusive and binding on all parties to this contract.

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

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

36.

COMPENSATION

All sums payable by way of compensation or liquidated damage under any of these conditions shall be considered as reasonable compensation to be applied to the use of VMH without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

37. **WORK ON HOLIDAYS**

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

38. **WORK SUPERVISOR AND FOREMAN**

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

39. **DISMISSAL OF WORKMEN ETC.**

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

40. **ASSIGNMENT OR SUBLETTING OR BRIBES**

(a) This contract shall not be assigned or sublet without the written approval of the VMH. If the Successful e-tenderer shall assign or sublet this contract, or attempts to do so or become insolvent or commence insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, pre-requisite award, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the Successful e-tenderer, any of his servants or agents to any officer of the VMH or to person who shall become in any way directly or indirectly interested in the Contract, the VMH may thereupon by notice in writing rescind the contract and the retention money of the Successful e-tenderer shall thereupon stand forfeited and be absolutely at the disposal of the VMH, and the same consequences shall ensue as if the contract had been rescinded under Clause 42 thereof and (in addition) the Successful e-tenderer shall not be entitled to recover or to be paid for any work therefore actually performed under the contract.

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

41. **OTHER PERSON ENGAGED BY VMH**

The VMH reserves the right to use the premises and any portion of the site for the execution of any work not included in this contract, which VMH may desire to have carried out by other persons, and the successful e-tenderer shall allow all reasonable facilities for the execution of such work, but is not required to provide any plant or materials for the execution of such works except by special arrangement with the VMH.

42. **OTHER AGENCIES AND PROVISIONAL SUMS**

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

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

43. **LABOUR WAGES AND REGULATIONS**

Notwithstanding any contained in the conditions of this contract the Successful e-tenderer shall comply with the provision of the contract labour (Regulation & Abolition) Act 1970 and various rules framed thereunder by different

State Government, in respect of all labourers directly or indirectly employed by the Successful e-tenderer in the works through labour contracts or otherwise the Successful e-tenderer shall be considered as "Principal Employer".

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

44.

INSURANCE FOR DAMAGE TO PERSON AND PROPERTY

(a) The Successful e-tenderer shall be responsible for all injury to persons, animals or things and for all damages to property, structural and decorative, whether such injury or damage arise from carelessness or accident or in any way connected therewith. This clause shall be held to include, *inter alia*, any damage due to causes as aforesaid to buildings (whether immediately adjacent or otherwise) and to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract by the inclemency of weather. The Successful e-tenderer indemnifies the VMH and holds him harmless in respect of all expenses arising from such injury or damage to person or property aforesaid and also in respect of any claim made in respect of injury or damages consequent upon such claim.

(b) The successful e-tenderer shall reinstate all damage of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good and otherwise satisfy all claims for damage as aforesaid to the property or third parties.

(c) The Successful e-tenderer also indemnifies the VMH against all claim which may be made upon the VMH during the currency of this contract by any employee or representative of an Employee of the agency, or any sub-agency, employed by him, for any injury to or loss of life or such employees, or for compensation payable under any law for the time being in force to any workman or to the representative of any deceased or incapacitated workmen.

(d) The Successful e-tenderer also indemnifies the VMH in respect of any costs, charges and/or expenses, including legal costs as between Solicitor and client, occurring out of any award of compensation and/or damages consequent upon such claims.

(e) The VMH shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation cost, charges and/or expenses arising or ascertaining from or in respect of any such claim and/or damages as aforesaid from any sum, or sums due to, or become due to the Successful e-tenderer.

45.

NOTICE

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

46.

APPOINTMENT OF APPRENTICES AS PER APPRENTICES ACT

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

(a)

In Respect of Civil works

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

(b)

In respect of Sanitary and Water Supply

- | | |
|---------|--|
| Plumber | : One apprentice for every 2 person engaged in this category |
|---------|--|

(c)

In respect of Electrical Works

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

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

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

48. **REGARDING WEIGHT OF MATERIALS SUPPLIED BY THE VMH (for civil works only)**
(This clause is deleted & not applicable for this tender)

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

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

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

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

52. **PROJECTION (for civil works only)**

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

53. **DRIP GROOVE (for civil works only)**

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

54. **PLASTERING ON RCC SURFACE (for civil works only)**

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

55. **M.S. REINFORCEMENT (for civil works only)**

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

56. **BRICK WORK (for civil works only)**

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

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

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

58. **EARTH WORK**

The measurements of earthwork in trenches for foundation, sewer lines etc. shall be made according to the section of trenches shown. The successful e-tenderer shall include in his rate excavating for stepping and slopping back, working

space for workmen as found necessary on account of condition of soil. Excavation so made in excess shall not be measured & paid for

No:.....

Annexure – ‘A’

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

DECLARATION -1

This is to certify that neither I/we/any of us is in anyway related to any employee in the Victoria Memorial Hall, Kolkata, or any of its constituent units.

Date: _____ (Signature of the tenderer)

with company seal/rubber stamp

Place: _____

DECLARATION -2

I/We hereby declare that I/we have not quoted any extra condition along with the Part-II (FINANCIAL ENVELOPE) of the e-tender & my quoted rate is inclusive of applicable GST.

Date: _____ (Signature of the tenderer)

with company seal/rubber stamp

Place: _____

UNDERTAKING

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

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

I/we also undertake that the EMD amount payable shall be either transferred online or the physical EMD instrument shall be deposited by me/us at the office of the Victoria Memorial Hall inviting the e-tender before the bid opening date, otherwise Victoria Memorial Hall may reject the bid and also take action to withdraw my/our enlistment or debar me/us from further participation in tenders of VICTORIA MEMORIAL HALL or its constituent units.

Date: _____ (Signature of the tenderer)

with company seal/rubber stamp

Place: _____

Name of work: Renovation / Upgradation of 02 Nos. of Outposts of CISF, located inside the VMH premises, Kolkata

Special Terms & Conditions:-

1. The contract can be terminated by the VMH at any time without notice in the event of gross security risk or gross damage to VMH's property due to agency's failure or persistent failures of the agency in providing satisfactory performance to the VMH and the decision of the VMH in this regard shall be final and binding on the agency.
2. Skilled masons, skilled carpenters, skilled fitters along with required unskilled helpers are to be engaged as and when required at site within 24 hours notice.
3. All the workers deployed for maintenance work, have to be paid not less than the minimum wages prescribed by Govt. of India from time to time during the entire tenure of contract.
4. The tenderers are requested to visit the premises of Victoria Memorial Hall, Kolkata before quoting their rates to get themselves acquainted with the nature of the works/working conditions etc.
5. All the safety measures are to be taken for workers who are working at different heights/locations of the premises and necessary insurance (from any Nationalized Insurance Company) of the worker shall be done by the tenderer at their own cost.
6. The rates of those items which are not covered under B.O.Q and done by VMH shall be paid as per terms and conditions of the contract.

Signature of the tenderer with seal & date