

VISVESVARAYA INDUSTRIAL & TECHNOLOGICAL MUSEUM

(A Unit of National Council of Science Museums)

Kasturba Road, Bangalore - 560 001

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E-TENDER DOCUMENT

FOR ARC OF DIGITAL INKJET FRONTLIT PRINT ON VINYL ETC., 2023-24

AT VISVESVARAYA INDUSTRIAL AND TECHNOLOGICAL MUSEUM BANGALORE AND ITS

SATELLITE UNITS AT RSC (TIRUPATI), DSC (GULBARGA), DSC (TIRUNELVELI) AND

RSC(CALICUT).

TENDER NO.14/3(4)P/ARC/Vinvl Print/VITM/RSCT/DSCG/DSCT/RSCC/2023-24

Instructions for Online Bid Submission

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

REGISTRATION:

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Online bidder 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 user name and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS:

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

PREPARATION OF BIDS:

- 1) Bidder should take into account any corrigendum published on the tender document before Submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.,) has been provided to the bidders. Bidders can use "My Space" or ''Other Important Documents'' area available to them to upload

such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS:

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter detail of the instrument.
- 4) Bidder should submit the EMD as per the instructions specified in the tender document. The original should be posted / couriered / given in person to be Tender Processing Section, latest by the last date of bid submission. The detail of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) A standard Price Schedule format (BOQ) has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) 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.
- 6) 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.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption

- using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

Assistance to bidders:

- 1. Any enquiries relating to the tender document and the terms and conditions contained therein should be addressed to the tender inviting authority for a tender or the relevant contact person indicated in the tender.
- 2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24 x 7 CPP Portal helpdesk. The contact number for the helpdesk is 18002337315

NOTICE INVITING E-TENDER

TENDER NO.14/3(4)P/ARC/Vinvl Print/VITM/RSCT/DSCG/DSCT/RSCT/2023-24

On-line Digitally signed e-tenders are invited in two Bids System from the manufacturers or their authorized registered Indian agents for Annual Rate Contract of Digital inkjet frontlit print on Vinyl with back adhesive and digital backlit front print on opalfilm/translitation of palfilm/translitation of palfilm/transli

Published Date	14.11.2023
Bid Document Download Start Date	14.11.2023
Bid Document Download End Date	04.12.2023
Bid Submission Start Date	14.11.2023
Bid Submission End Date	04.12.2023
Technical (Techno-Commercial) Bid Opening Date	05.12.2023
Estimated cost of the work	Rs. 10,00,000.00
Earnest Money	Rs. 25,000/- (Rupees Twenty Five Thousand Only)

The online bid along with the Earnest Money Deposit in the form of scanned copy of the Demand Draft should be uploaded by the due date and time as per the above schedule. No tender will be accepted without requisite EMD. The original EMD in the form of Demand Draft / Pay Order shall be submitted by the bidder to this office either before or at the time of tender opening. The online bids will be opened on the scheduled date and time prescribed above. Bidders may be present during opening of tenders, if so desire. Off-line tenders shall not be accepted and no request in this regard will be entertained whatsoever.

VITM reserves the right to accept or reject any or all tenders in full or part without assigning any reason whatsoever. VITM shall also not be bound to accept merely the lowest tender but the technical suitability, capability and superiority as well as after sales service including infrastructure to render such service etc., shall be of prime consideration for selection of the material.

General Information and Instructions

- 1. The instruction given herein will be strictly binding on the tenderers and deviation, if any will make the tender or tenders liable to be considered invalid. <u>Tenders incorporating additional conditions by the tenderer are liable for rejection</u>.
- 2. Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app Manual bids shall not be accepted.
- 3. The instruction given in "Annexure-A" for "Instruction for Online Bid Submission" should be strictly followed during submission of the Bid.
- 4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 5. Bid should be submitted along with the Earnest Money of Rs. 25,000/-(Rupees Twenty Five Thousand Only) by way of crossed Demand Draft on any Nationalized bank of India payable in favour of "Director, Visvesvaraya Industrial & Technological Museum" payable at Bangalore only. Earnest Money deposit in the form of Bank Guarantee bond or any other bond shall not be accepted and shall be rejected straightway. Earnest Money deposits in respect of such offers which are not accepted will be returned to the Bidders within 30 working days from the date on which the final decision is taken about the source from which the itemsunder tender are to be procured or within 2 (two) months from the date of the opening of tenders, whichever is earlier. Earnest Money deposit in respect of the successful bidders will be retained with the Museum until entire execution of the order as per terms of the tender. If the successful bidder fails to execute the order strictly as per the Museum's drawings & specifications in full or part within the stipulated delivery period of the purchase order, the Earnest Money deposit retained with the Museum shall be forfeited forthwith after cancellation of the concerned order. No interest will be paid on the Earnest Money deposited with the Council.
- 6. Validity of Bids: The Bids should remain valid for 180 days from the date of Financial bid opening.

- 7. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected. Non-compliance of applicable General Information and Instruction will disqualify the Bid.
- 8. The tenderers should have Digital Signature Certificate (DSC) for filling up the Bids. The person signing the tender documents should be authorized for submitting the on line e-tender.
- 9. The Financial Bid shall be filled in and signed by the authorized signatory online as per Proforma available at Central Public Procurement Portal e-tender system website http://eprocure.gov.in/eprocure/app. Off line Financial Bid shall not be accepted.
- 10. Tender must be uploaded in two separates covers marked Cover-1 (Technical Bid) and Cover 2 (Financial Bid/BOQ). The contents of Cover-1 and Cover-2 shall be as follows:-

Cover -1:

The scanned copy of the following documents should be uploaded.

- i) Scanned copy of duly filled, signed and sealed copy of Annexure-B as per tender document
- ii) General terms and conditions (as detailed in Annexure-C format) shall be duly signed & stamped as a token of acceptance and uploaded online by the bidder.
- iii) Copy of the current and valid GST certificate.
- iv) The scanned copy of the Demand Draft for Rs. 25,000/- (Rupees Twenty Five Thousand Only) as EMD amount.
- v) No Relation Certificate & Declaration certificate (as detailed in Annexure D & E respectively).
- vi) Scanned copy of duly signed and sealed 'Specification' as detailed in Annexure F (asa token of acceptance for ARC of Vinyl Print as per specification and quantity). Copy of list of ARC work in r/o Vinyl print etc., done previously and the copy of ARC work certificate received from the agencies (enclose at least two)
- vii) Scanned copy of Duly filled, signed and sealed copy of Annexure G.

Cover -2:

The Financial Bid i.e. Schedule of Price Bid in the form of attached BOQ Pro-forma shall be duly filled in and uploaded online by the bidder.

- 11. The financial bids of only those tenderers whose technical bids are found in order in all respects shall be opened.
- 12. The authorities of Visvesvaraya Industrial & Technical Museum, Kasturba Road, Bangalore 560 001 who does not bind themselves to accept mere lowest tender and reserves the right to reject or accept any or all tenders wholly or partially without assigning any reason whatsoever.

TENDER NO.14/3(4)P/ARC/Vinvl Print/VITM/RSCT/DSCG/DSCT/RSCC/2023-24

GENERAL TERMS AND CONDITOINS (GTC) FOR SUBMISSION OF TENDER FOR Annual Rate Contract of Digital inkjet frontlit print on Vinyl with back adhesive and digital backlit front print on opalfilm/translit at Visvesvaraya Industrial and Technological Museum, Bangalore.

1 General terms and conditions for Rate Contact

- 1. Art works for Digital printing will be provided to the Agencies in the form of CD. The selected agency shall collect the CD from Visvesvaraya Industrial & Technological Museum immediately on placement of the firm work order and deliver the printed graphic materials to Visvesvaraya Industrial & Technological Museum at its own cost and Delivery as mentioned in the individual order which should be strictly adhered to. Work order for printing of Frontlit Vinyl Printing on vinyl in inkjet print work will be placed from time to time in the form of CD. The quantity mentioned above is approximate and actual quantity may vary depending on the actual requirement.
- 2. Agency should make its own arrangements for providing suitable skilled manpower for pasting of vinyl prints at the premises of Visvesvaraya Industrial & Technological Museum, Bangalore, Regional Science Centre Tirupati, District Science Centre Gulbarga District Science Centre Tirunelveli and Regional Science Centre Calicut without any wrinkles and air bubbles as per requirement and in case of occurrence of wrinkles and or air bubbles the materials shall be replaced at no extra cost.
- 3. Selected agency should maintain the quality of output and use branded items as specified in the Rate Contract. Inferior quality of service or using substandard materials will not be accepted and rejected summarily.
- 4. If the agency selected based on lowest quoted rates fails to deliver satisfactory services or found not punctual in maintaining pickup services of graphic CD's and delivery of printed graphics as per schedules, Visvesvaraya Industrial & Technological Museum shall have all the right to cancel the RC awarded to the agency.
- 5. Rate of GST, as applicable, if any, should be clearly mentioned.
- 6. Any other charges as applicable should be clearly mentioned.

- 7. The earnest money deposit of the successful bidder of Rs. 25,000/- (Rupees Twenty Five Thousand Only) shall be retained with the Museum as Security Deposit until completion of the ARC period.
- 8. The security deposit will be returned within one month of the expiry of ARC period of the last order under the contract, after deducting dues, if any, payable to VITM, BANGALORE.
- 9. In the event of any breach of any terms and conditions or delay or default, the contract will be terminated and the security deposit will be forfeited by the VITM, BANGALORE.
- 10. Rate should be quoted on sq. feet basis only. Rate quoted shall be firm throughout the year and no escalation in the prices shall be allowed during the period under contract. Hence, firms/agencies are required to quote balanced rates taking into consideration of the total quantum of work for the period of one year.
- 11. Work shall be given on piece meal basis as and when required. Hence, the parties are required to quote balanced rates.

The Following points may be noted for execution of the work:-

- 1. Pasting work will be given for local station Bangalore/ out station etc.. viz. Tirupati. Gulbarga Tirunelveli and Calicut only when there is a requirement. Hence agencies are required to quote for pasting work at Bangalore and separately for Pasting at other Places on per sq.ft.. basis. as per Annexure G of Tender document
- 2. The party should engage a minimum of 2 skilled persons for pasting of printed vinyl at its own cost.
- **3.** Payment will be made within 15 days on submission of pre-receipted bill in triplicate separately for supply and delivery, and for pasting on satisfactory completion of work, after deducting TDS/WCT applicable as per rules.
- **4.** Pasting work should be done at the site during office hours.
- 5. Change of material shall not be entertained during the entire period under contract. In case any deviation to the specified quality of the material is found, the supply will be rejected straightway and no cost will be reimbursed.

The Front lit vinyl printing and pasting will be rejected due to the following reasons, if any.

- a) Spreading of color.
- b) Difference in size.
- c) In continuation printing the colors should not differ.
- d) In condition prints the size should fluctuate.
- e) Specification according to the indent should be followed to avoid rejection.
- f) The party should clean thoroughly the surface before pasting the vinyl with their own materials. If any wrinkles, dust or bubbles are found the work will be rejected.

g) If there is any fault in size, color, pasting, lamination etc., in front lit and reverse backlit vinyl works, the same has to be replaced by the party with in the stipulated time as per instruction provided at site, at their own cost.

Note: <u>Visvesvaraya Industrial and Technological Museum reserves the right to select the offer for any individual items</u>, separately or collectively in the interest of the Museum. Hence, all parties are requested to quote balanced rates taking into consideration all the above terms and conditions.

The Validity of the approved rate should be upto 2 years from the date of the order and the contract may be extended beyond the 1st year at the discretion of the authority of VITM subject to satisfactory performance by the agency during the preceding year of contract.

The Selected agency shall execute an agreement on an non-judicial stamp paper of appropriate value as per prescribe format at Annexure H

TENDER NO.14/3(4)P/ARC/Vinvl Print/VITM/RSCT/DSCG/DSCT/RSCC/2023-24

TECHNICAL (Techno - Commercial) BID

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

01. Name of the tenderer	:	
02. Whether partnership firm/Proprietorship/Pvt Ltd		
Company etc.,	:	
03. Mailing address of the tenderer	:	
Including PIN/ZIP		
Code		
04. Communication details like		
Telephone numbers(s)		:
Fax number(s)		:
E-mail address:		
Website:		
05. No. of Skilled employees	:	

06. Following details should be submitted by the tenderer a) List and enclose documentary evidence for having executed similar works in Govt. Depts/ public sector/private sector for the last 1 year b.) Work Completion certificate

- received from other companies/firms
- 07. PAN No.(Copy should be enclosed)
- 08. GST No. (Copy Should be enclosed)
- 09. Payment terms: (all payments shall be made only through e- transfer within 15 days from the date of completion)
- 10. Validity of the offer for acceptance:

(minimum 30 days from the due date of opening of e may be offered for acceptance).

- 11. Audited accounts for the last 3 years
- 12. Name of the banker, IFSC Code etc.,
- 13. Whether the agency/firm has the required Equipment/machinery to carry out the job Including skilled personnel

I/We hereby declare that the above statements are true. I/We also declare that the decision of Visvesvaraya Industrial & Technological Museum regarding selection of eligible firm of ARC for Vinly print etc., for opening of Financial Bid shall be final and binding on me/us.

Official Seal Signature of the Tenderer/ **Dated**

Constituted Attorney

ANNEXURE - D

NO RELATION CERTIFICATE

THIS IS TO CERTIFY that I/We have no close relative as an Employee of this National Council of Science Museums or any of its constituents units (close relative means Father, Mother, Brother, sister, Son, Daughter and spouse) nor any such close relatives associated with us as Proprietor/Partner/Share holder/Director and like.

Signature of the Tenderer,

Address with Office Seal and Date.

VISVESVARAYA INDUSTRIAL AND TECHNOLOGICAL MUSEUM (National Council of Science Museums)

Kasturba Road, Bangalore - 560 001.

Tender for Annual Rate Contract of Digital inkjet frontlit print on Vinyl with back adhesive and digital backlit front print on opal film/translit at Visvesvaraya Industrial and Technological Museum, Bangalore and its satellite units at RSC(Tirupati), DSC(Gulbarga), DSC(Tirunelveli) and RSC(Calicut) for a period of one year.

Declaration

We do hereby accept the general terms and conditions as provided by the Visvesvaraya Industrial & Technological Museum, Bangalore for Tender for Annual Rate Contract of Digital inkjet frontlit print on Vinyl with back adhesive and digital backlit front print on opal film/translit at Visvesvaraya Industrial and Technological Museum, Bangalore and its satellite units at RSC(T), DSC(G) DSC(G) & RSC(C) and also undertake to execute the work strictly as per the specifications of VITM, Bangalore as provided along with the tender document in the event of placement of any order on us. The Museum shall be at liberty to cancel the order in full or in part and also forfeit the Earnest money deposit or Security deposit in the event of failure of any of the above declaration made by us.

Signature of the Tenderer / Authorized Attorney

Annexure-F

Annual Rate Contract of Digital inkjet frontlit print on Vinyl with back adhesive and digital backlit front print on opal film/translit at Visvesvaraya Industrial and Technological Museum, Bangalore and its satellite units at RSC(Tirupati), DSC(Gulbarga), DSC(Tirunelveli) and RSC(Calicut) for a period of one year.

SPECIFICATION:

	Description and specification of work	
Frontlit print on Vinyl (using HP Original Ink only and not with solvent ink)		
Quantity	: 15000 sq. ft approximately	
Materials	: Digital Inkjet Frontline Print on non-stretchable	
	PVC film (Vinyl) with back adhesive	
Media	: 3M/Avery/LG/Technova PVC Film	
Thickness	: 100 microns (285 g/m²)	
Size	: 48" x any length	
Back Adhesive	: High quality, repositionable, acrylic, solvent based	
File Resolution	: 50 to 200 ppi	
Printing Resolution	: 740 x 1440 dpi	
Color	: 6 to 8 color (using HP ORIGINAL INK Only)	
Lamination	: Matt/Semi matt/Glossy 125 micron thickness	
Warranty	: Indoor- 5 years, outdoor-2 years	
*Work will be given on piece meal basis as and when required		

Digital Backlit Front Print on Opal Film (Translit) print (HP Original Ink only and not with solvent ink)

Quantity	: 1,500 sq. ft	
Media	: Technova: Novajet PBE 5100 (100 GSM)	
Thickness	: 75 Micron	
Size	: 48" x any length	
File Resolution	: 50 to 200 ppi	
Printing Resolution	: 1440 dipi	
Color	: 6 & 8 colors	
Lamination	: Glossy	
Ink	: HP Original Ink only	
*Work will be given on piece meal basis as and when required		

Delivery & Inspection Schedule: As and When required by the office onsite.

Annexure-G

SI. Io.	Description of the work	Estimated Qty.	Rate Per sq. ft. Rs.	GST if any
	Pasting and fixing charges for the above (Please quote rate per Sq. ft. basis only for pasting, taking into consideration of all expenses)			
	1) VITM, Bangalore - by engaging 2 skilled manpower for any minimum to maximum qty. (Visvesvaraya Industrial & Technological Museum, Kasturba Road, Bangalore - 560 001, Ph: 22040222)			
	2. RSC, Tirupati - by engaging 2 skilled manpower for any minimum to maximum qty. (Regional Science Centre, Near Alipiri Gate, New Alipiri-Chittoor Bypass, Tiruptai - 517 507, Ph: 08772286202)	15,000 sq. ft Per Annum Approx. (*As per actuals)		
	3. DSC, Gulbarga - by engaging 2 skilled manpower for any minimum to maximum qty. (District Science Centre, Muncipal Garden, Gulbarga – 585 103, Ph: 08472220608)			
	4.DSC, Tirunelveli - by engaging 2 skilled manpower for any minimum to maximum qty. (District Science Centre, NH No. 7, Kokkirakulam, Tirunelveli – 627 009 Ph: 04622500256)			
	5.RSC, Calicut - by engaging 2 skilled manpower for any minimum to maximum qty. (Jaffer Khan Colony Rd, Near New Bus Stand, Kozhikode, Kerala 673006 Ph: 0495 277 0571)			

PROFORMA AGREEMENT

ARTICLES OF AGREEMENT made at Bangalore this day of 2024, between the Visvesvaraya Industrial and Technological Museum, Kasturba Road, Bangalore – 560 001 (under the National Council of Science Museums, a Society registered under the Societies Registration Act of West Bengal, 1961) hereinafter referred to as 'the Museum' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns on the One Part and M/s, Bangalore - 560 001 (hereinafter referred to as 'Tenderer' which expression shall unless repugnant to the context or meaning thereof include their heirs, executors, administrators, successors, legal representatives and/or assigns) on the Other Part.

WHEREAS the Museum is desirous of getting the Annual Rate Contract of Digital inkjet frontlit print on Vinyl with back adhesive and digital backlit front print on opal film/translit at Visvesvaraya Industrial and Technological Museum, Kasturba Road, Bangalore - 560 001 and its Satellite units at RSC(Tirupati), DSC(Gulbarga), DSC(Tirunelveli) and RSC(Calicut) issued a NOTICE INVITING TENDER (including Annexure), schedule of quantities and detailed scope of specifications describing the scope of work and conditions of contract (which shall form the integral part of this contract).

AND WHEREAS the offer made by the said Tenderer in response to the said NIT has been accepted and accordingly, letter of intent (which also forms part of this agreement) was issued to the successful Tenderer vide letter No. dated awarding the work of ARC of Digital inkjet frontlit print on Vinyl with back adhesive and digital backlit front print on opal film/translit and as per required specifications and quantity.

Contd ...

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

- In consideration of the payments to be made to them as hereinafter provided the Tenderer shall upon and subject to the conditions herein contained execute the work for a period of one year (Annual Rate Contract) (as defined under NIT clause since the rate contract will be tenable for a period of twelve months) and as per the required specifications, quantity and priced schedule furnished along with the N.I.T. which shall form an integral part of the agreement.
- 2. The Museum shall pay to the Tenderer such sum as shall become payable hereunder at the time and in the manner specified in the said conditions.
- 3. The Notice Inviting Tender (including Annexure), Conditions of Contract, Priced Schedule of Quantities and specifications shall form the basis of this agreement and the decision of the Centre, in reference to all matters or disputes shall be final and binding on the Tenderer.
- 4. Art works for Digital printing will be provided to the Agencies in the form of CD. The selected agency shall collect the CD from Visvesvaraya Industrial & Technological Museum immediately on placement of the firm work order and deliver the printed graphic materials to Visvesvaraya Industrial & Technological Museum at its own cost and Delivery as mentioned in the individual order which should be strictly adhered to. Work order for printing of Frontlit Vinyl Printing on vinyl inkjet print work will be placed from time to time in the form of CD. The quantity mentioned above is approximate and actual quantity may vary depending on the actual requirement.
- 5. Agency should make its own arrangements for providing suitable skilled manpower for pasting of vinyl prints at the premises of Visvesvaraya Industrial & Technological Museum, Bangalore, Regional Science Centre Tirupati, District Science Centre Gulbarga District Science Centre Tirunelveli and Regional Science Centre (Calicut) without any wrinkles and air bubbles as per requirement and in case of occurrence of wrinkles and or air bubbles the materials shall be replaced at no extra cost.
- 6. Selected agency should maintain the quality of output and use branded items as specified in the Rate Contract. Inferior quality of service or using substandard materials will not be accepted and rejected summarily.
- 7. If the agency selected based on lowest quoted rates fails to deliver satisfactory services or found not punctual in maintaining pickup services of graphic CD's and delivery of printed graphics as per schedules, Visvesvaraya Industrial & Technological Museum shall have all the right to cancel the RC awarded to the agency.

- 8. The Tenderer shall not transfer the contract or any benefit or liability there under to any persons or companies.
- 9. The contract shall be valid for a period of one year from the date of issue of letter of intent for awarding the ARC. This Museum however, reserves the right to extend the term of the contract beyond its normal validity period of one year, for a period up to and not exceeding one year, on the same rate, terms and conditions, subject to the consent of the Tenderer. And subject to satisfactory performance of the tenderer during the previous year of ARC.
- 10. The contract can be terminated by this Museum at any time without notice in the event of gross damage to Museum property due to Agency's failure or persistent failure in providing satisfactory services to this Museum and the decision of the Museum in this regard shall be final and binding to the Tenderer.
- 11. This Museum reserves the right to abandon or terminate the contract at any time without assigning any reason, after giving three months notice to the Tenderer. In the event of services/works being found unsatisfactory and /or not according to the specifications and standards laid down in the contract, the contract may be terminated at one month's notice after giving an opportunity to the Tenderer to show cause as to why such an action should not be taken.
- 12. In the event of termination of the contract on account of unsatisfactory services, this Museum shall not accept any responsibility for any loss suffered by the Tenderer and in case of termination of contract on account of unsatisfactory/sub-standard services, this Museum shall be at liberty to get the job completed from the alternative sources at the risk and cost of the Tenderer.
- 13. This Museum shall deduct such taxes/duties and other statutory levies imposed by the Govt. and no escalation in the price whatsoever is allowed.
- 14. All disputes and differences between the Successful bidder and the Museum of any kind except quality of workmanship and materials whatever arising out of or in connection with the order on the carrying out the supply (whether during the progress of the work or after their completion and whether before or after the determination, abandonment or breach of the terms and conditions of the order) shall be referred to the sole arbitration of a person nominated by the Director General, National Council of Science Museums, Kolkata whose decision in this regard will be final and binding on both the Successful bidder and the Museum.

The provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re	е-
enactment thereof and of the rules made there under for the time being in force shall apply t	ΙO
arbitration's proceedings under this Clause.	

In witness where of the parties have set their respective hands the day and the year and the place herein above written.		
nerem above written.		
Signed by for and on b	ehalf of Visvesvaraya Industrial and Technological Museum, Bangalore	
In presence of	(1)	
	(2)	
Signed by the said Con	tractor	
In presence of	(1)	
	(2)	