

## **Online Request for Proposal (RFP)**

**Selection of a Creative & Execution  
Company for Design, Execution and  
Operation & Maintenance for 2 years of  
Multimedia Exhibition on 125th Birth  
Anniversary of Netaji Subhash Chandra  
Bose**

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## CRITICAL DATE SHEET

1	Name of work	Selection of a Creative & Execution Company for Design, Execution and Operation & Maintenance for 2 years of Multimedia Exhibition on 125th Birth Anniversary of Netaji Subhash Chandra Bose
2	Estimated Project Cost (EPC)	INR 2.5 Cr (Inclusive of GST)
3	Earnest Money Deposit (EMD)	1% of Project Cost
4	Cost of RFP	NIL
5	Probable time of Completion	15 days from the date of award of work
6	Date of Issue of RFP	11/12/2020
7	Bid Document Download Start Date	11/12/2020
8	Pre Bid Meeting Date	18/12/2020
9	Last date for clarification	19/12/2020
10	Bid Submission End Date	1/01/2021 (upto 4:00 p.m)
11	Date of opening of Technical bid	01/01/2021
12	Date of Technical presentation	04/01/2021
13	Validity of Bid	120 days from the date of opening of technical bids
14	Opening of Financial Bids	05/01/2021
15	QPC	Quoted Project Cost
16	Performance Security deposit	3% of the contract value

## **INSTRUCTIONS TO BIDDERS**

The Bidders are invited to submit online Technical Proposal and Financial Proposal for Selection of a Creative & Execution Company for Design, Execution and Operation & Maintenance for 2 years of Multimedia Exhibition on 125th Birth Anniversary of Netaji Subhash Chandra Bose.

### 1. Inspection of site by the Bidders

1.1. The Bidders are advised to thoroughly inspect and examine the venue and take all the necessary information and conditions into account in preparing their proposal and before submitting the proposal. The Bidders or their representative may contact the following in case of any information/ clarification regarding venues or proposal in general.

CONTACT\_NAME- Shri. Tanmoy Biswas  
CONTACT\_DESIGNATION- Security Officer  
E-mail: [victomem@gmail.com](mailto:victomem@gmail.com)  
Tel: +91-9830018326

1.2. The Bidder shall be deemed to have complete knowledge of the venue whether he/she inspects it or not and no extra charges consequent upon any misunderstanding or otherwise shall be allowed.

1.3. The Bidder may submit the proposals ensuring all the articles of Terms of Reference [Scope of Work].

1.4. Submission of the proposal by the Bidder implies that he/she has read all the terms and conditions i.e., the letter of invitation, instructions to the Bidder, terms of reference and all other contract documents and has made him/her aware of the scope of work and schedule of services to be delivered.

1.5. The Bidders, who are eligible to apply as per requirement cited in Notice Inviting Request for Proposal and Annexure A shall bear all costs associated with the preparation and submission of the proposal and Victoria Memorial Hall (hereinafter called as "Purchaser") will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the process of selection of Bidder for award of services.

1.6. Bidder may carefully note that they are liable to be disqualified at any time during the process of selection of Bidder for award of services in case any of the information furnished by them is not found true. The decision of Purchaser in this respect shall be final and binding.

## **2. Clarifications on the Document for RFP**

2.1. A prospective Bidder requiring any clarification on the RFP may ask the Purchaser through email.

2.2. The nominated official will respond to any request for clarification, which he receives earlier than seven (07) days prior to the deadline for submission of

Proposal. Copies of the response shall be forwarded to all Bidders of the RFP including a description of the enquiry but without identifying its source.

### **3.Amendment of the document for RFP**

3.1.At any time prior to the deadline for submission of the proposal, Purchaser may for any reason whether at its own initiative or in response to any request by any prospective Bidder amend the document of Request for Proposal by issuing Corrigendum, which shall be part of the document of Request for Proposal.

3.2.To give Bidder/ firm reasonable time in which to take the addenda/ corrigenda into account in preparing their proposal In accordance with the corrigendum, extension of deadline for submission of proposal may be given as necessary.

3.3.Purchaser may at its discretion extend the deadline for submission of the proposals at any time before the time of submission of the proposal.

3.4.The transfer of the Request for Proposal is not admissible.

### **4.Validity of the Request for Proposal**

4.1.The validity of the offer shall be 120 days from the date of opening of technical bids.

4.2.In exceptional circumstances, prior to the expiry of the original time limit for validity of the proposal, Purchaser may request that the Bidder may extend the period of validity for a specified additional period. The request and the Bidder's response shall be made in writing.

### **5.Document of Request for Proposal**

5.1.The document of Request for Proposal includes the following:

- 5.1.1.Letter of Invitation [Notice Inviting Request for Proposal]
- 5.1.2.Instructions to the Consultants [Bidders]
- 5.1.3.Terms of reference [Scope of work]
- 5.1.4.Technical Proposal
- 5.1.5.Financial Proposal
- 5.1.6.General terms of Contract
- 5.1.7.Special terms of Contract

5.2.The Bidder is expected to read and examine all instructions, terms of reference, conditions, documents, and other information in the RFP documents carefully. Failure to furnish all information required by the RFP documents or submission of a Proposal not substantially responsive to the RFP documents in every respect will be at the Bidders risk and may result in rejection of its proposal.

## **6. Language**

The proposal and all documents related to the proposal shall be written in English.

## **7. Signing of all proposal papers and completing technical and financial proposals**

7.1. All the pages of the RFP including the technical and financial proposals, preliminary conceptual drawings, technical details, schedule of proposed works, etc. submitted by Bidder online shall be signed and stamped by the Bidder or his representative holding the Power of Attorney before uploading the same on the e-procurement portal (Enclose original/ attested notarized copy of the Power of Attorney).

7.2 While filling the details in the form provided for the Technical proposal for technical evaluation it will be the responsibility of the Bidder to clarify his approach, methodology, gallery/ venue evaluation and assessment and gallery design proposals. The Bidder shall ensure that there is no discrepancy in the given details. In case of any discrepancy, Purchaser holds the full right to draw the final conclusion and any decision based on such conclusion shall be final and binding.

7.3 While filling up the rates in the financial proposal (BOQ), Bidder shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the rate mentioned in the words shall be taken as final and binding.

7.4 The Bidder must submit the details of items and rates as per instructions and formats given in the Terms of Reference [Scope of Work] and Financial Proposal. He shall not make any addition or alteration in the RFP documents. The Bidder should fill in the requisite details wherever required in the documents. Incomplete Proposals or proposals not submitted as per instructions shall be summarily rejected.

## **8. Earnest Money Deposit**

8.1. The Hard Copy of original instruments (DD/ Bank Guarantee) in respect of cost of earnest money must be delivered to the Purchaser on or before Bid opening date/ time as mentioned in the critical date sheet.

8.2. The offer without receipt of EMD as cited above will be rejected summarily. EMD is to be supplied by all the bidders except those who are registered with Central Purchase Organization, MSME certificate, National Small Industries Corporation (NSIC) or Ministry of Culture [copies of EMD (DD/ Bank Guarantee for EMD exemption documents) shall be enclosed/ uploaded on e-portal as well as submitted in Hard Copy on/ before bid opening date/ time].

## 9. Performance Bank Guarantee [ref. Annexure - III]

9.1. The Successful bidder shall be required to submit 3 Performance Bank Guarantee (PBG)

S No.	Amount	From	Validity	Expiry
1	3% of QPC	15 (fifteen) days from the date of receipt of Letter of Acceptance	2 years	6 months beyond validity period

9.2. In case of a Consortium, the Lead Applicant of Consortium shall be liable to pay Performance Bank Guarantee.

9.3. In case, the Successful bidder fails to submit performance Bank guarantee within the time stipulated, the Purchaser at its discretion may cancel the Letter of Acceptance issued to the Successful bidder without giving any notice and may invoke the EMD of such Successful bidder.

9.4. Purchaser shall invoke the Performance Bank Guarantee in case the selected Concessionaire fails to discharge their contractual obligations during the Concession Agreement period or Purchaser incurs any loss due to Concessionaire's negligence in carrying out the project implementation as per the agreed terms and conditions.

## 10. Deviations

10.1. The Bidder should clearly read and understand all the terms and conditions etc. mentioned in the original RFP documents. Bidders are advised not to make any correctional, additions or alterations in the original RFP documents. If Bidder makes any correction in his/ her own entries, the same shall be initiated and stamped by him/ her. If this condition is not complied with, Proposal is liable to be rejected.

10.2. The Bidder, if, has to propose extra items or services necessary for effective completion of the project than separate sheets mentioning the scope of work and the outputs shall be proposed separately.

## 11. Deadline for submission of proposal

The online Request for Proposal duly completed in all respects shall be uploaded on the e- procurement portal as per the Critical Date Sheet.

## 12. Withdrawal of Request for Proposal

No Request for Proposal can be withdrawn after submission and during the validity period of the request for proposal.

### **13. Technical Proposal (Annexure - I to II)**

13.1. The Technical Proposal shall comprise all the required documents as per Annexure C and D.

### **14. Financial Proposal**

The charges for execution of work with material and supervision charges till handing over of exhibition to Purchaser shall be quoted by the Bidder separately as per technical proposal.

The Financial Proposal shall be filled in the prescribed format on the e-procurement portal, as per the following:

Summary sheet as per the format as per Annexure A of the Financial Proposal.

Applicants/ intending or interested Bidders are invited to submit their online proposal after carefully reading the Notice Inviting Tender (NIT) by providing (a) Technical Bid, and (b) Financial Bid, separately. Such proposals are to be submitted online within the stipulated date and time as mentioned in the Bid document as given in CRITICAL DATE SHEET. Bids shall be submitted online only at website: <http://www.victoriamemorial-cal.org/>

All the bid documents up-loaded on e-portal must be clearly readable.

### **15. Opening of the Proposals**

15.1. The Technical Proposals shall be opened as per the critical date sheet with the help of digital signatures of the officers of Purchaser .

15.2. Bidder's name, presence and any other details as Purchaser may be considered appropriate will be announced and recorded at the time of opening of the proposal.

### **16. Clarification of the proposals**

To assist the technical examination and evaluation of the proposals, Purchaser may at his discretion ask the Bidders for any clarifications as considered essential. All such correspondence shall be in writing and no change in substance of the proposal shall be sought or permitted. The above clarification for submission of the details shall form part of the proposal and shall be binding on Bidder.

### **17. Preliminary examination of proposals**

17.1.The Purchaser shall examine the proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the Proposals are in order.

17.2.Prior to the detailed evaluation, Purchaser shall determine whether each Proposal is of acceptable quality, is complete and is substantially responsive to the RFP documents. For purposes of this determination, a substantially responsive Proposal is one that conforms to all the terms of reference, and other conditions of the RFP documents without deviations, objections, conditionality or reservation.

17.2.1.That affects in any substantial way the scope, quality or performance of the contract.

17.2.2.That limits in any substantial way, inconsistent with the RFP documents, the Purchaser rights or the successful Bidders obligations under the contracts.

17.2.3.Bidders who are presenting substantially responsive proposals.

17.3.If a Proposal is not substantially responsive, it shall be rejected by the Purchaser.

17.4.In case of Proposals containing any conditions or deviations or reservations about contents of Proposal document, Purchaser may ask for withdrawal of such conditions/ deviations/ reservations. If the Bidder does not withdraw such conditions/ deviations/ reservations, the Proposal shall be treated as non-responsive. Purchaser 's decision regarding responsiveness or non-responsiveness of a Proposal shall be final and binding.

## **18.Evaluation of proposals**

18.1.Purchaser shall constitute a Consultancy Evaluation Committee (CEC) which shall carry out the evaluation of the proposals received and found in order. From the time the proposals are opened to the time the contract is awarded, any effort by the firm to influence the Purchaser or its concerned officers or members of Consultancy Evaluation Committee in the Purchaser proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Bidder's proposal. To assist in the evaluation, comparison or contract award decision, the Purchaser may, at its discretion, ask the Bidder for a clarification of its Proposal. The request for clarification and the response shall be in writing.

18.2.Evaluators shall have no access to the financial proposals till the technical evaluation is concluded.

18.3.The Bidders must have to participate in a presentation on the technical proposal in front of the Evaluation Committee on the date prescribed for this failing which the tender will be rejected and financial bid in respect of such bidder/s will not be opened.

18.4.The evaluation committee appointed by the Purchaser will carry out the evaluation of proposals on the basis of their responsiveness to the Terms of

Reference, applying the evaluation criteria based on the Summary Evaluation Sheet below. Each responsive proposal will be given a technical score. A proposal to be considered unsuitable shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference and eligibility criteria or if it fails to achieve the minimum technical score.

18.5. The intimation of rejection shall be given on the e-procurement portal to the Bidder whose proposals are evaluated but found not to meet the evaluation criteria or minimum technical score. Financial bids of such proposals will not be opened.

18.6. Financial proposal of the technically qualified Bidder shall be opened with intimation to the qualified Bidders.

18.7. Comparative statements of the rates quoted by the technically qualified Bidder shall be made with the identification of the lowest evaluated proposal.

18.8. Criteria for evaluating the financial proposal shall be the total charges quoted by the Bidder, as per the activities as quoted in the financial proposal. However, if two or more Bidders quote the same rate, then the Bidder with the highest score of the technical evaluation shall get the preference. The decision of the Purchaser shall be final in this regard.

18.9. The evaluation of technical proposals as per Annexure D carries 80% weightage and evaluation of financial proposals carries 20% weightage for overall evaluation and comparison of all the proposals examined by the Tender Evaluation Committee (TEC) for the selection of the successful Bidder.

18.10. Declaration of the award of contract.

18.11. Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the proposals or to other persons not officially concerned with the process, until the award of contract is notified to the successful firm.

## **19. Right to accept whole or part of the proposal**

19.1. The competent authority on behalf of the Purchaser reserves to himself the right of accepting the whole or any part of the proposal and the Bidder shall be bound to perform the same at the rate quoted.

19.2. If the Bidder, as individual or as a partner of a partnership firm, expires after the submission of his proposal but before award of work, Purchaser shall deem such proposal as invalid.

## **20. Right on acceptance of any proposal**

The competent authority on behalf of the Purchaser does not bind itself to accept the lowest or any other proposal and reserves to itself the authority to reject any or all the proposals received without the assignment of any reason. All proposals in which any of the prescribed conditions is not fulfilled or any

condition including that of conditional rebate is put forth by the Bidder shall be summarily rejected.

## **21. Miscellaneous Provision**

No Officer/ Engineer of the Purchaser Culture is allowed to work/ services as a Bidder or his employee for a period of two years after his retirement/ resignation from the service of the Purchaser without the prior permission of the Purchaser .

## **22. Award of contract**

22.1. Purchaser shall notify the successful Bidder in writing by a Registered Letter/ Courier/ Speed Post or bearer that his proposal has been accepted.

22.2. Letter of Acceptance after it is signed by the Bidder in token of his acceptance shall constitute a legal and binding contract between Purchaser and the Bidder till such time the contract agreement is signed.

## **23. Technical Bid Evaluation**

A Bidder should secure a minimum of 70% marks (i.e. 70 marks out of total 100 mark) in Technical Evaluation (Annexure D) in order to be a qualified bidder for being eligible for Technical weightage and subsequently for opening of financial bids.

The total marks obtained by a Bidder in the technical bid shall be allocated 70% of technical weightage.

Technical score of a bidder = (Technical Score of the bidder / Technical Score of the bidder that achieved the highest marks) \* 100 \* 0.7

## **24. Financial Bid Opening Procedure**

Mere becoming the lowest bidder, prior to financial bid scrutiny, will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L1) shall be decided only after following due procedure as explained in para 25.

## **25. Financial Bid Evaluation and Determination of the Successful Bidder**

The financial evaluation shall be carried out and financial bids of all the bidders shall be given 30% of weightage.

Financial score of a bidder = (Financial Bid of the lowest bidder / Financial Bid of the bidder) \* 100 \* 0.3

The above score will be rounded off to two decimal places.

Total score = Technical score + Financial score

The bidder with highest score shall be declared as the successful bidder.

## **1.Scope of Work**

The exhibition has to commence on 23rd January 2021 and it will be a two-year long exhibition. Bidder will be given developed audio-visual content and graphics. Bidder has to redesign as per the gallery layout using the same content given to the bidder.

The Scope of Work involves the following stages :

### **1.1. Concept Design**

- a) Furnish venue/gallery evaluation and assessment report.
- b) Creation of the concept using the content and narrative.
- c) Prepare conceptual designs.
- d) Description of what elements/exhibitions/ artifacts will be displayed where
- e) Prepare conceptual diagrams of visitor circulations.
- f) Presentation renderings and interpretive sketches to provide a real sense of what it will be like to visit.
- g) The exhibition should be differently abled and friendly.
- h) Proposals for turning the exhibition into an accessible and learning environment that provides its public with a more immersive and fun-filled experience for both children and adults, must be planned.
- i) The plan should also take into consideration any restriction and regulatory constraints for concerned authorities.
- j) A catalogue of what media/multi-media components could exist, and an explanation of what both low-tech as well as feasible high-tech options are being considered.
- k) Technologies to be used for creating a exhibition, but not limited to, Touch Table, Touch wall, Transparent screen, Rotoscope, Projection mapping, Taction Table, Digital Sphere, Kinetic installations, Gesture-based installation, AR, VR, Motion-based installation, Content Management System, 3-D Mapping techniques, touch-enabled displays, Invisible screens, depiction through AV projection, Hologram, Multi-touch interactive tables, touch kiosk ,QR Code information, LED projection wall, etc.

The design should include the following infrastructure :

- a) Fire Fighting: fire extinguishers and other fire-fighting equipment, smoke detectors.

- b) Security: CCTV, security interlocking system, electronic anti-burglary and alarm system.

### **1.2. Preliminary Working Drawings and Technology Specs**

- a) Modify conceptual designs incorporating required changes as suggested.
- b) Prepare working drawings, BOQ and specifications of the installations, fitouts and hardware.

### **1.3. Gallery Fit-outs, Installation of Hardware and Software**

- a) Fabrication of showcases, pedestals, illumination, backgrounds, Dioramas, write-ups, furniture layout, etc. as per approved design/plan including dismantling /removal of any temporary showcases, etc. and colouring of galleries/venue as per Concept Design.
- b) Visit the venue at intervals to inspect and evaluate the progress of works and wherever necessary clarify any decision, offer interpretation of the drawings/specifications, attend meetings to ensure that the project proceeds in accordance with the conditions of the contract.
- c) Procurement and Installation of the hardware including all associated works for completion of all the fit-outs.
- d) The hardware should be compatible to work in climatic conditions of the venue.
- e) Provision of power backup for at least 30 minutes for all electronic hardware equipment except display formats like LED/LCD TV, Touch Displays, LED Wall, LFD Wall, Projector, etc.
- f) All backlit graphic displays should be made of LED string light with best quality fabric print.

### **1.6. Handover of all deliverables, Completion Report and Final Working Drawings**

- a) Prepare and submit completion reports, two sets of drawings, photo documents and creative content including all works as executed at gallery/venue.
- b) Submit all the content in a structured format in soft copy (2 sets) in a HDD/Pen Drive, whichever is required.

### **1.7. Operation & Maintenance for 2 years**

- a) Annual Maintenance for all the items mentioned in scope of work for 2 years after completion of the work. This annual maintenance also includes the maintenance of the items from manufacturer/vendor but excluding the creative content development which is one time delivery.

- b) The successful bidder shall mobilize a minimum 3 nos. of staff (1 Manager and 2 Engineers) to operate the venue effectively on a daily basis for 2 years. Before deployment of the staff, the successful bidder shall submit the details of the staff to the appropriate authority for further approval.
- c) Submission of quarterly report on attendance of the staff.
- d) Dismantling of the whole exhibition post completion of 2 years of operation and maintenance. All the hardware equipment (excluding fitout) to be handed over to the Purchaser at the desired storage location.

### 1.8. Makes of Hardware

Makes of all hardware to be supplied as part of Scope work 1.1 to 1.8 should comply with the following :

<b>Item</b>	<b>Make</b>
CPU	Intel/AMD
Projector -- Single/Three Chip DLP Laser -- >= 6500 Lumens for Indoor -- >= 13500 Lumens for outdoor	Christie/Barco/Panasonic/Digital Projection
Media Server	Dataton/Coolux/Medialon
Audio/Dimmer Racks	President/Netrack/Dynamic/Rittal or equivalent indigenous make
Digital Signal Processor	BIAMP/BSS/Klark Teknik/Peavey-Mediamatrix/Bose
Audio power Amplifier	Crown/Lab Gruppen/Bose/Heinrich
Main Loudspeaker, Subwoofer, surround speaker	JBL/Tannoy/Bose/Heinrich
Hard disc Recorder with Audio interference	Tascam/MOTU/Fostex/Behringer
Headphone, transmitter, receiver, Charger for Audio guide/Multilingual system	Beyerdynamics/Sennheiser/William Sound
UPS	Liebert Emerson/Microtek/Eaton/APC/Luminous/Delta
Ethernet switch/network switch	Dlink/Cisco/Netgear/Trendnet or equivalent indigenous make

General Lighting like pathway etc.	Phillips/Crompton/Wipro/Canara Lighting/Havells or equivalent indigenous make
Touch Displays	Samsung/LG//Panasonic
LED Wall Indoor -- <=1.2mm Pixel Pitch -- Direct View True Color LED -- Brightness >= 1100 cd/m2	Lamp - Nichia/Cree/Nation star
LED TV -- >=43" Diagonal -- 4K Resolution	Samsung/LG/Vivietek/Panasonic
Wire	Polycab/Havells/Finolex/Legrand
Socket & Switch	Legrand/Havells/Anchor/Wipro
Corian	DuPont Corian/Tristone/LG hi-mac alpine white/Samsung
HDHMR	Action Tesa/ Green/Century
Plywood -- BWR Grade	Greenply/Century/Kitply
Laminate	Merino/Royal Touche/Greenlam/Century

## 2.Schedule of deliverables and payment

The Bidder shall be paid professional fee/ execution charges in following stages in consistency with the work done:

S. No.	Key Deliverables	Deliverables	Cumulative Time (from the date of Work Order)	Percentage of Payable fees at the completion of each stage
1	Concept Design	Concept presentation with 3D renders and experience graph	2 days	10 % of QPC

2	Preliminary Working Drawings and Technology Specs	Working Drawings, Schedules & Specifications	5 days	10 % of QPC
3	Gallery Fitouts, Installation of Hardware and Software	Supply, Installation, Testing and Commissioning of equipments as per schedule	15 days	30 % of QPC
4	Handover of all deliverables, Completion Report and Final Working Drawings	Completion Report	15 days	40 % of QPC
5	Operation & Maintenance for 2 years	Regular Site Supervision Report	15 days + 2 years	10% of QPC, quarterly for 2 years

### 3.Taxes

3.1.All taxes levied by law, such as service tax, GST, etc. contingent to professional service rendered by the Bidder shall be payable by the Purchaser .

3.2.The total fee payable to the Bidder shall not be related to the total cost of the project.

### 4.The Support or input to be provided by the Purchaser

4.1.To provide requirements of the exhibition and convey decisions of the Purchaser within a reasonable time.

4.2.To furnish special conditions that are desired to be followed.

4.3.To give effect the professional advice of the Bidder.

4.4.To provide necessary assistance to the Bidders towards prompt and effective implementation of the services provided by him.

## **GENERAL TERMS OF CONTRACT**

### **1. Definitions**

In the Contract, as hereinafter defined, the following words/expressions shall have the meanings hereby assigned to them, except where the context requires otherwise.

1.1. "Purchaser " means the Purchaser acting through its Director or any officer nominated and /or empowered by the Director, to act on behalf of the Director, as the case may be and shall include their legal successors in title and permitted assignees.

1.2. "Purchaser 's Representative" means any officer nominated from time to time by the Purchaser to act on his behalf.

1.3. "Bidder" means an individual, firm, Company, who were shortlisted as per the criteria laid down in the RFP Documents for setting-up and modernization of exhibition in response to tenders invited by the Purchaser .

1.4. "Successful Bidder" means the individual, firm, Company, who enters into the Contract with the Purchaser , and shall include its heirs, executors, administrators, successors, legal representatives, as the case may be.

1.5. "Bidder's Representative" shall mean the person responsible for execution of the contract who shall be so declared by the Bidder and who shall be authorized under a duly executed power of attorney to comply with the instructions. He shall be capable of taking responsibility for proper execution of works/ services as per the contract.

1.6. "Sub-Bidder" means the individual, firm, Company, Corporation having direct Contract with the Bidder and to whom any part of the works/ services as per the contract has been sublet by the Bidder and shall include his heirs, his executors, administrators, successors, legal representatives, as the case may be.

1.7. "Other Bidders" means the individual, firm, Company, Corporation, employed by or having a Contract directly or indirectly with the Purchaser other than the Bidder appointed for the proposed works/ services as per the contract.

1.8. "Scheduled Bank" means a bank included in the second schedule to the Reserve Bank of India Act, 1934 or modification thereto.

1.9. "Contract" shall mean and include the Agreement and Letter of Acceptance, the accepted Financial Proposal and Rates, the General Conditions of Contract, Special Conditions of Contract, and Request for proposal, and Instructions to Bidders, Drawings, and other Proposal Documents.

1.10. "Proposal" means the offer (Technical and Financial) made by an individual, firm, Company, corporation, for the works/ services to be provided.

1.11. "Specifications" means the Specifications referred to in the Contract and any modification thereof or addition thereto, or as may from time to time be furnished or approved in writing by the Purchaser .

1.12. "Financial Proposal" means list of items of works/ services as per the contract and rates thereof.

1.13. "Original Contract Value" means the sum stated in the letter of Acceptance/Contract Agreement.

1.14. "Contract Value" means the original contract value subject to the adjustments in accordance with the provisions of the Contract.

1.15. "Site" means the monument/land and/or other places on, under, in or through which the works/ services as per the contract are to be carried out, and any other lands or places provided by the Purchaser for the purpose of the Contract.

1.16. "Approval or Approved" means approval in writing including subsequent written confirmation of previous verbal approval.

1.17. "Letter of Acceptance" means the letter from the Purchaser to the Bidder, conveying acceptance of the Proposal.

1.18. "Month" means the calendar month.

1.19. "Day" means the calendar day.

1.20. "Time" expressed by hours of the clock shall be according to the Indian Standard time.

1.21. "Proposal Date" means closing date fixed for receipt of Proposals as per Notice Inviting Technical & Financial Proposals or extended by subsequent notification.

1.22. "Rupees" (or Rs.in abbreviation) shall mean Rupees in Indian currency.

## **2.Heading and marginal notes**

2.1.The top heading and marginal notes given in the Proposal or Contract documents are solely for the purpose of facilitating reference and shall not be deemed to be part thereof and shall not be taken into consideration in the interpretation or consideration thereof.

2.2.Notices, consents, Approvals, Certificates and Determination  
Wherever in the Contract provision is made for giving or issue of any notice, consent, approval certificate or determination, it shall be in writing and the words notify, certify or determine shall be construed accordingly.

## **3.Singular, Plural and general**

3.1. Words importing the singular only also include the plural and vice versa where the context requires. Similarly, words importing masculine gender also include the feminine gender.

#### **4. Communication and language of contract**

4.1. All notices, communications, references and complaints by either party to the Contract shall be in writing in English. Communication from only authorized representatives of the Bidder shall be entertained.

4.2. The Contract document shall be drawn up in English.

#### **5. Laws governing the contract**

The Contract shall be governed by the laws in force in India.

#### **6. Inspection of Venue and Venue Data**

6.1. The Purchaser shall make available the relevant details, if any, obtained from previous investigations undertaken in connection to the works /services as per the contract. Purchaser shall provide Schematic plans of the galleries at the venue and brief description of the objects to be displayed. The Bidder shall be responsible for his own interpretation of all such data.

6.2. The Bidder shall be deemed to have full knowledge of the site and examined the site and its surroundings and satisfied himself before submitting his proposal and in general have obtained all necessary information regarding risks, contingencies and other circumstances, which may influence or affect the contract.

#### **7. Bidder's Comprehension**

7.1. The Bidder shall be deemed to have satisfied himself, before submitting the proposal, as to the correctness and sufficiency of his Proposal for the works/services as per the contract and of the rates and prices projected by him, all of which shall except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the proposed services.

7.2. The Purchaser is against all such damages and compensation for which the Bidder is liable. The Policies of the Bidder shall remain in force throughout the period of providing services.

#### **8. Communication between Purchaser and Bidder**

8.1. Instructions given by the Purchaser shall be in writing, provided that if for any reason the Purchaser considers it necessary to give any instructions orally,

the Bidder shall comply with such instructions. Confirmation in writing of such oral instruction given by the Purchaser , whether before or after carrying out of the instructions shall be deemed to be instructions within the meaning of this sub clause 10.2.

8.2.All certificates, notices, written orders or letters, to be given by the Purchaser to the Bidder, shall be deemed to have been served, if the same are delivered to the Bidder or his authorized representative, or delivered or left at or posted to the given address of the Bidder or Bidder's registered office or principal place of business. Such documents shall be deemed to have been received on the day they are left or delivered, or in the case of postal transmission, on the day they would ordinarily have reached but not exceeding 7 days from the date of posting inclusive of day of posting, in any case.

8.3.All notices to be given to the Purchaser, under the terms of the contract, shall be served by sending by Speed/Registered post or by delivering the same, to the respective nominated addresses.

8.4.Either party may change the nominated address by prior written notice to the other party.

8.5.In case of any change in the constitution of Bidder's firm, the same shall forthwith be notified by the Bidder to the Purchaser .

## **9.Duties and Authority of Purchaser**

Purchaser shall carry out the duties specified or implied in the Contract including issue of instructions, decisions, certificates and orders, as are specified in the contract, or necessary for the observance/administration of the Contract and expeditious and timely completion of the works/services as per the contract.

## **10.General Obligations of the Bidder**

10.1.The Bidder shall comply with the provisions of the Contract with due care and diligence design (to the extent provided for in the Contract), execute, and complete the works / services as per the contract.

10.2.The Bidder shall promptly inform in writing to the Purchaser of any error, omission, fault and other defects, in the design, drawings or Specifications for the works/services as per the contract which are noticed while reviewing the Contract documents or in the process of execution of the works/services as per the contract.

10.3.The Bidder shall comply with the statutory provisions relating to the works/services as per the contracts, regulations and by-laws of any local authority and undertaking in whose jurisdiction the works/services as per the contract is to be executed.

10.4.The Bidder shall enter into and execute the Contract agreement in the Form of Agreement as annexed at Annexure B within 15 days from the date of issue of Letter of Acceptance. The stamp papers of the requisite value as per the

prevailing laws shall be provided by the Bidder at his own cost. Original agreement shall be retained by the Purchaser and a certified copy shall be made available to the Bidder. However, Purchaser may add any clause at the time of agreement for smooth execution of works/services as per the contract and management of the contract under the rules.

10.5. The instructions and orders given to the Bidder's representative shall be deemed to have the same force as if they have been given to the Bidder. The Bidder should furnish the necessary Power of Attorney in favour of his representative for the purpose of this clause. Failure on part of the Bidder to comply with this provision shall constitute a breach of Contract and may lead to action.

## **11. Subcontracting**

11.1. The Bidder shall not subcontract the whole of the works/services as per the contract. Except where otherwise provided in the Contract, the Bidder shall not subcontract any part of the works/services as per the contract without the prior consent of the Purchaser in writing. Any such consent shall not relieve the Bidder from any of his liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any sub Bidder, his representative, servants or workmen as fully as if they were the acts, defaults or neglects of the Bidder.

11.2. Provided that the Bidder shall not be required to obtain such consent for

11.2.1. The provision of labour, or

11.2.2. The subcontracting of any part of the works/services as per the contract for which the sub Bidder is named in the contract.

11.2.3. The purchase of Equipment for execution of the works/services as per the contract.

11.2.4. The hiring of Equipment for execution of the works/services as per the contract.

11.3. Provided always that execution of specific works/services as per the contract by other contractors, or on piecework, under the personal supervision of the Bidder, shall not be deemed to be subcontracting under this clause.

## **12. Provisions of Efficient and Competent Staff**

12.1. The Bidder shall engage and keep on the works/ services as per the contract at all times efficient and competent staff to give necessary directives to his workers to see that they execute works/ services as per the contract in a safe and proper manner.

12.2. The Bidder shall engage only such staff as are capable, careful, and skilled. The Purchaser shall be at liberty to object to and order the Bidder to remove forthwith from the works/ services, any person employed by the Bidder in or about for provision of services, who, in the opinion of the Purchaser ,

misconducts himself or is incompetent or negligent in the proper performance of his duties or whose engagement is otherwise considered by the Purchaser to be undesirable and such person shall not be employed again in the works/ services without the written permission of the Purchaser .

12.3.Any person so removed from the works/services shall be replaced as soon as possible by a competent substitute.

### **13.Commencement of Works/Services**

The Bidder shall commence the works/services as per the contract within the time limit as specified in the Letter of Acceptance.

### **14.Delay and Extension of Contract Period**

14.1.The time allowed for execution and completion of the works/services as per the contract or part of the works / services as per the contract as specified in the terms of reference, shall be the essence of the contract on the part of the Bidder.

14.2.As soon as it becomes apparent to the Bidder, that the works/services as per the contract and its portions thereof (required to be completed earlier), cannot be completed within the period(s) stipulated in the contract, or the extended periods granted, he shall forthwith inform the Purchaser and advise him of the reasons for the delay, as also the extra time required to complete the works/services as per the contract and/or portions thereof, together with justification there for. In all such cases, whether the delay is attributable to the Bidder, the Bidder shall be bound to apply for extension well within the period of completion/extended period of completion of the whole works/services as per the contract and/or portions thereof.

14.3.If any modifications are ordered by the Purchaser or site conditions actually encountered are such, that in the opinion of the Purchaser the magnitude of the works/services as per the contract has increased, then such extension of the stipulated date of completion may be granted as appearing to the Purchaser to be reasonable.

14.5.In the event of any failure/ delay by the Purchaser in fulfilling his obligations under the contract, then such failure or delay, shall in no way affect or vitiate the contract or alter the character thereof; or entitle the Bidder to damages or compensation thereof but in any such case, the Purchaser shall grant such extension or extensions of time to complete the works/services as per the contract, as in his opinion is/are reasonable.

14.6.If the delay in the completion of the whole works/services as per the contract, beyond stipulated completion period including extension of time approved by the Purchaser , is due to the Bidder's failure or fault, and the Purchaser 's representative feels that the remaining works/services as per the contract can be completed by the Bidder in a reasonable and acceptable short time, then, the Purchaser may allow the Bidder extension or further extension of time, for completion, as he may decide, subject to the following:

14.6.1. Without prejudice to any other right or remedy available to the Purchaser, recovery by way of liquidated damages and not as penalty, a sum equivalent to point zero five percent (0.05%) of the contract value of the works/services as per the contract, for each week or part of a week the Bidder is in default.

14.6.2. If the delay relates only to a portion of the works/services as per the contract with a separate and earlier completion period, the contract value shall be restricted to the cost of that portion of the works/services only.

14.6.3. The recovery on account of compensation for delay shall be limited to 1% of the contract value of the works/services as per the contract, or the portion of the works/services as per the contract, as the case may be. The recovery of such damages shall not relieve the Bidder from his obligation to complete the works/services as per the contract or from any other obligation and liability under the contract.

14.7. The decision of the Purchaser as to the compensation, if any, payable by the Bidder under this clause shall be final and binding.

14.8. It is an agreed term of the contract that notwithstanding grant of extension of time under any of the sub-clauses mentioned herein, time shall continue to be treated as the essence of contract on the part of the Bidder.

## **15. Termination of Contract due to Bidder's Default**

15.1. Conditions leading to termination of contract, If the Bidder -

15.1.1. becomes bankrupt or insolvent, or,

15.1.2. Makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors or

15.1.3. being a company or corporation goes into liquidation by a resolution passed by the Board of Directors/General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction); or has execution levied on his goods or property or the works/services, or

15.1.4. Assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or

15.1.5. Abandons the contract, or

15.1.6. Persistently disregards instructions of the Purchaser or contravenes any provisions of the contract, or

15.1.7. fails to adhere to the agreed programme of works/services as per the contract or fails to complete the works/services as per the contract or parts of the works/services within the stipulated or extended period of completion, or is unlikely to complete the whole works/services or part thereof within time because of poor record of progress; or

15.1.8. Fails to take steps to employ competent and/ or additional staff and labour, or promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the Purchaser, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the Purchaser, or

15.1.9. Suppresses or gives wrong information while submitting the Proposal.

In any such case the Purchaser may serve the Bidder with a notice in writing to that effect and if the Bidder does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the works/services as per the contract or comply with such instructions as aforesaid to the entire satisfaction of the Purchaser, the Purchaser shall be entitled after giving 48 hours' notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).

15.2. In such a case of termination, the Purchaser may adopt the following courses

15.2.1. Take possession of the site and equipment, stores, etc.

15.2.1. Assess whole or part of the works/services as per the contract from which the Bidder has been removed. And get it completed by another Bidder. The manner and method, in which such works/services as per the contract is to be completed, shall be entirely at the discretion of the Purchaser whose decision shall be final and binding.

15.3. Entitlement of Purchaser

In cases described above, the Purchaser shall be entitled to:

15.3.1. Forfeit the whole or such portion of the Performance Security amount, as he may deem fit, and

15.3.2. Recover from the Bidder the cost of carrying out the balance works/services as per the contract in excess of the sum, which he would have been paid, according to the certificate of the Purchaser representative, if the works/services had been carried out and completed by the Bidder under the terms of the contract. Such certificate shall be final and binding upon the Bidder. The amount to be recovered may be deducted by the Purchaser from the money due to the Bidder alone or jointly under this or any other contract.

## **16. Termination of Contract on Purchaser's Account**

16.1. The Purchaser shall be entitled to terminate the contract, at any time, should, in the Purchaser opinion, the cessation of works/services becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever.

16.2. Notice in writing from the Purchaser of such termination and reasons therefore, shall be conclusive evidence thereof. In such a case, the value of

works/services done up to date by the Bidder, shall be paid for in full by the Purchaser , at rates specified in the contract.

16.3. In case of determination of contract on Purchaser 's account as described above, the claims of the Bidder towards expenditure incurred by him in the expectation of completing the whole works/services as per the contracts, shall be admitted and considered for payment as deemed reasonable and are supported by the documents/vouchers etc. to the satisfaction of Purchaser . The decision of the Purchaser on the necessity and propriety of such expenditure shall be final and conclusive. However, the Bidder shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the works/services as per the contract in full but which he could not in consequence of determination of contract under this clause.

### **17. Death of Bidder/Partner**

17.1. If the Bidder is an individual or a sole proprietary concern, and the individual or a sole proprietor dies, or if the Bidder is a partnership concern and one of the partners dies. In that case, unless the Purchaser is satisfied that the legal representative of the individual Bidder or of the sole proprietor, as the case may be, or in the case of partnership firm, all surviving partners are capable of carrying out and completing the contract, the Purchaser shall be entitled to rescind the contract as to its incomplete part. In that event, the Purchaser shall not be liable to pay any compensation to the legal heirs of the deceased Bidder and/ or to the surviving partners of the Bidder's firm, on account of such cancellation of contract.

17.2. Purchaser 's decision as to whether the legal representatives of the deceased Bidder or surviving partners of the Bidder are capable of carrying on and completing the contract shall be final and binding on the parties, provided further that the legal representatives of the deceased Bidder or the surviving partners shall also not be liable to pay any damage, alleged or actually suffered by the Purchaser , in respect of incomplete part of the contract. Any liability incurred by the deceased Bidder, or by the deceased partner of the contracting firm, before his death, shall be recovered from the legal representatives of the deceased Bidder or from the surviving partners of the said contracting firm as the case may be.

### **18. Modification to Contract**

In the event of any provisions of the contract requiring to be modified after the agreement has been signed, the modifications shall be made in writing and signed by the Purchaser and the Bidder or his authorized representative. Such modifications will not be effective until the same have been signed by both the parties. Any verbal or written arrangements for abandoning, modifying extending, reducing or supplementing the contract, or any of the terms thereof shall be deemed to be provisional and shall not be binding on the Purchaser unless and until the same are incorporated in a formal instrument and signed by the Purchaser and the Bidder.

## **19.Modifications to Works/Services**

Purchaser shall be competent to order in writing to enlarge or extend, diminish or reduce the works/services as per the contract or make any alterations in their design, character, position, quantities, dimensions and to any additional works /services to be done or any works/services not to be done. The enlargement, extension, diminution, reduction, alterations or additions, referred to above shall in no way affect the validity of the contract, but shall be performed by the Bidder as provided therein and be subject to the same conditions, stipulations, obligations and rates as if they had been originally and expressly included and provided for in the Financial Proposal, specifications and drawings, and the amount to be paid therefore shall be calculated in accordance with accepted rates and other extra items of works / services as per the contracts at the rates, determined as mentioned in the clause no. 21.

## **20.Rates for items of Works/Services**

20.1.The rates accepted in the Financial Proposal of the Contract, provide for works/ services duly and properly completed in accordance with terms and conditions of the Contract and processes, relevant codes practiced and adopted by Purchaser whether mentioned or not in the nomenclature of the item in Financial Proposal.

20.2.Nothing extra shall be payable over the quoted rates, except as specifically provided in the Contract.

## **21.Accepted Rate Applicable till the Completion of Works/Services**

The rates as per the accepted Financial Proposal details, shall be firm and hold good till the completion of the works/ services as per the contracts, and no additional claim or amount shall be admissible on account of fluctuations in market rates, increase in taxes, levies, fees royalties, etc., unless specifically provided for in the Contract.

## **22.Items not included in the Financial Proposal**

22.1.If, any item of works/ services as per the contract not provided for in the accepted Financial Proposal and required to be executed for completion of works/services as per the contract, the Bidder on receipt of instructions from the Purchaser , shall be bound to carry out such items of works/services as per the contract at the rates to be decided as per clause 20.

22.2.The rate for such extra items shall be derived on the basis of prevailing national market rates as per standard architectural conservation practices.

22.3.In all cases where extra items of works/services are involved, for which there are no rates in the accepted Financial Proposal, the Bidder shall give a notice to the Purchaser , of at least 7 days before the need for their execution arises. Such a notice shall not however be necessary if the Purchaser has

already instructed in writing to take up such an item of works/services. To decide the rate, the Bidder shall furnish detailed analysis of the rates on the lines mentioned in sub-clause 27.2 above and attend a meeting with Purchaser to settle the rate as and when called for. The Bidder shall be bound to furnish the requisite details and to attend the meeting.

22.4. In case mutually agreeable settlement of rates is not arrived at between the Purchaser and the Bidder, the Bidder shall be bound to carry out the works/services at rates to be decided by the Purchaser. In the absence of a finalized rate for a new item the Purchaser shall be entitled to certify payment to the Bidder based on a provisional rate fixed by the Purchaser for the works/services done under the new item. This shall be subject to upward or downward adjustment after the rate is finalized by the Purchaser for that item.

22.5. The decision of the Purchaser under this clause shall be final and binding.

### **23. On Account Payments**

The Bidder shall be entitled to be paid from time to time, by way of "On-account" bills, only for the contract. Such payments shall be made at intervals as per the schedule of payments. Payments shall be made only on submission of bills along with necessary documents by the Bidder for scrutiny of the Purchaser. The amount certified shall account for all deductions, including statutory deductions as for income tax, etc., and any amounts due from the Bidder. Such payments made by the Purchaser shall not constitute any final acceptance of the works/services.

### **24. Final Payments**

24.1. As soon as possible after completion of works/services as per the contract, the Bidder shall submit the final bill along with details of works/services, and all other statements, supporting documents required for finalization of the bill. The final bill, and documents submitted by the Bidder shall be scrutinized by the Purchaser and in case the same are found not in order, the Purchaser shall direct the Bidder to re-submit the final bill along with all details.

24.2. On receipt of all requisite details and final bill from the Bidder, the Purchaser shall prepare the final bill. The Bidder shall sign the Purchaser's copy of the Final Bill account in token of acceptance of the full and final value of the works/ services as per the contracts performed under the contract, and submit a "No Claim Certificate" on the prescribed Performa along with a list of unsettled claims, if any. Purchaser shall then arrange to make payment against the final bill. The Bidder shall not be entitled to make any claim whatsoever against Purchaser under or arising out of this contract, nor shall Purchaser entertain or consider any such claim, if made by the Bidder after he shall have signed a "No Claim certificate" in favour of the Purchaser. In case, the Bidder submits a list of unsettled claims along with the "No Claim certificate", he shall not be entitled to submit any additional claims other than those submitted along with "No Claim Certificate".

## **25.Mode of Payment and Tax Deduction at Source**

25.1.1.All payments to the Bidder shall be made through Account Payee Cheque/ electronically/ as prescribed by the PAO concerned.

25.1.2.All payments to the Bidder shall be made by above means only unless specifically otherwise agreed by the Purchaser in special circumstances for other payments.

25.1.3.Income tax and other taxes as applicable shall be deducted from the payments credited/released by Purchaser to the Bidder against provision of services as per law of the land. The deductions shall be made as per prescribed rates prevalent from time to time unless the Bidder produces a tax exemption certificate. Amount of tax deduction shall be deposited with the concerned authorities and Purchaser shall issue a tax deduction certificate to the Bidder. The Purchaser shall deduct at source taxes/duties under any other law/statute as may be applicable at the time of making payments. The Bidder shall furnish to the Purchaser, registration Number under GST and PAN (for TDS), as applicable.

As soon as the works/services as per the contract is completed, the Bidder shall give notice of such completion, whether of the whole of the works/services as per the contract, or of any part of the works/services, for which a separate date of completion is stipulated in the contract, to the Purchaser . If the Purchaser notices any incomplete item of works/services as per the contract or any defect, which is to be rectified by the Bidder, Purchaser shall furnish to the Bidder, the list of all such incomplete items of works/services as per the contract, deficiencies, etc., and may refuse to issue a Certificate of Completion to the Bidder. If in the opinion of the Purchaser the works/services as per the contract has been satisfactorily completed the Purchaser shall issue a certificate of completion showing the date of completion in respect of the works/services as per the contract.

## **26.Post Payment Audit**

It is an agreed term of the contract that the Purchaser reserves to himself the right to carry out a post payment audit or technical examination of the works /services as per the contracts and the final bill including all supporting vouchers, abstracts, etc. If as a result of such examination, any overpayment to the Bidder is discovered to have been made in respect of any works/services done, the Bidder will be bound to refund the same to the Purchaser or may be adjusted against any dues of the Bidder. If any under payment is discovered, the Purchaser shall pay the same to the Bidder. Such payments or recoveries, however, shall not carry any interest.

## **27.Force Majeure**

27.1.If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by the Purchaser or the Bidder shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or

foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake or any other act of God, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory, rules, regulations, orders or requisitions issued by a Government department or competent authority (hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.

27.2. Neither party by reason of such event is entitled to terminate the contract or have claim for damages against the other in respect of such non-performance or delay in performance.

27.3. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.

27.4. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of the event beyond a period of 180 days, the contract may be fore-closed with mutual consent by giving a notice of 30 days without any repercussions on either side.

27.5. In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the Purchaser shall be final and binding.

27.6. If no notice is issued by either party regarding the event within 21 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.

## **28. Settlement of Disputes**

All disputes or differences of any kind whatsoever that may arise between the Purchaser and the Bidder in connection with or arising out of the contract or subject matter thereof or the execution of works/services as per the contracts, whether during the progress of works/services as per the contracts or after their' completion, whether before or after determination of contract shall be settled as under -

### **28.1. Mutual Settlement**

All such disputes or differences shall in the first place be referred by the Bidder to the Purchaser in writing for resolving the same through mutual discussions, negotiations, deliberation, etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

### **28.2. Conciliation/Arbitration**

28.2.1. It is a term of this contract that Conciliation/Arbitration of disputes shall not be commenced unless an attempt has first been made by the parties to settle such disputes through mutual settlement.

28.2.2.If the Bidder is not satisfied with the settlement by the Purchaser on any matter in question, disputes or differences, the Bidder may refer to the Purchaser in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s) or difference(s) in respect of which the demand has been made, together with counter claims of the Purchaser shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.

28.2.3. Director, Purchaser may appoint any person as Sole Conciliator or Sole Arbitrator, as the case may be. In case, the Director, Purchaser decides to appoint a Sole Conciliator/Sole Arbitrator, then a panel of at least three names will be sent to the Bidder. Such persons may be working/retired employees of the Government who had not been connected with the work. The Bidder shall suggest minimum two names out of this panel for appointment of Sole Conciliator/ Sole Arbitrator. The Purchaser will appoint Sole Conciliator/Sole Arbitrator out of the names agreed by the Bidder.

28.2.4. In case, the Bidder opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes through Conciliation fails, the Bidder may refer to the Director, Purchaser for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Director, Purchaser as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.

28.2.5. The Conciliation and/or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.

28.2.6. The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.

28.2.7. The conciliation/arbitration proceedings shall be held in New Delhi at a venue decided by Conciliator/Arbitrator.

28.2.8. The fees and other charges of the Conciliator/Arbitrator shall be as per the scales fixed under the Government rules from time to time and shall be shared equally between the Purchaser and the Bidder.

28.2.9. The minimum qualifications of Conciliator/Arbitrator shall be graduate in architecture/ engineering, a retired museologist/curator/archaeologist with experience of similar projects as the proposal. He may be working or a retired officer with a minimum of 20 years' service. He should be clear from the vigilance angle and should be a person with a reputation of high technical ability and integrity. Also, he should not have associated with the contract to which the dispute pertains.

28.3. Settlement through Court

It is a term of this contract that the Bidder shall not approach the Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through sub clauses 28.1 and 28.2.

#### 28.4.No suspension of works/ services as per the contract

The Obligations of the Purchaser and the Bidder shall not be altered by reasons of conciliation/arbitration being conducted during the progress of works/services as per the contracts. Neither party shall be entitled to suspend the works/ services as per the contract on account of conciliation/arbitration and payments to the Bidder shall continue to be made in terms of the contract.

#### 28.5.Award to be binding on all parties

The award of the Sole Arbitrator unless challenged in court of law, shall be binding on all parties.

### **29.Jurisdiction of Courts**

Jurisdiction of courts for dispute resolution shall be New Delhi.

### **30.Addition of New Clauses**

Notwithstanding the various sections/clauses in the Proposal Document to accomplish the desired task, the Purchaser may introduce new clauses(s), after award of the contract, on mutually agreeable terms, if necessity arises, for successful regulation and completion of the works/ services as per the contract. This will form a part of the original agreement and shall be binding on the Bidder.

### **SPECIAL TERMS OF CONTRACT**

The conditions of the Contract shall be General Conditions of Contract (hereinafter called as the General Conditions) as modified and added to by the following Special Conditions of Contract which shall be read and construed with the General Conditions as if they were incorporated therewith.

Insofar as any of the conditions of Special Conditions of Contract conflict or be inconsistent with any of the General Conditions, the special conditions shall prevail.

#### **1.Order of Priority of Contract Documents**

Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e. a document appearing earlier shall override the document appearing subsequently:

1.1.Letter of Acceptance of Proposal

- 1.2.Letter of invitation [Notice Inviting Request For Proposal]
- 1.3.Instructions to the Bidders/Bidders
- 1.4.Terms of Reference [Scope of Work]
- 1.5.Special Terms of the Contract
- 1.6.General Conditions of Contract
- 1.7.Technical Proposal
- 1.8.Financial Proposal

## **2.Obligations of the Bidders**

2.1.The Bidders shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, and methods. The Bidders shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser , and shall at all times support and safeguard the Purchaser legitimate interests in any dealings with Sub Bidders or Third Parties.

2.2.If a Bidder/ Firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual Bidder(s) and/or other firms or entities in a joint venture relationship or sub consultancy, as appropriate. However, the individual Bidder(s) and or other firms or entities in a joint venture relationship or sub-consultancy, as the case may be, shall not submit a separate proposal or associate with other firms to submit a proposal for this assignment.

2.3.Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Purchaser and the Bidders. The Bidders, subject to this Contract, have complete charge of Personnel and Sub-Bidders, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

2.4.The Bidders shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Bidders, as well as the Personnel of the Bidders and any Sub Bidders, comply with the Applicable Law.

2.5.The remuneration of the Bidders pursuant to shall constitute the Bidders' sole remuneration in connection with this Contract or the Services.

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. The role of Bidder is advisory and recommendatory and the final authority shall be with Purchaser only.

## **3.Procedure for monitoring the work**

The Bidder's work shall be reviewed after completion of every stage as mentioned in clause 3 of the terms of reference by the committee as appointed

by the Purchaser as per the time schedule and activity programme agreed between the Bidder and Purchaser . The monitoring schedule agreed shall be in written format.

## Annexure I - Experience of the Applying Bidder/ Firm

#	Assignment Name	Location	Narrative Description of Project	Name of Employer	Start Date (Month / Year)	Completion Date (Month / Year)	Approx. Value of Services (inc GST/taxes)	Clause of Annexure C/D

## Annexure II - Format of Curriculum Vitae (CV)

Sl. No.	Particulars			
1	Name	_____		
2	Date of Birth	_____		
3	Nationality	_____		
4	Qualification			
#	College/University/Board	Degree	Year	
4.1	_____	_____	_____	
4.2	_____	_____	_____	
5	Employment Record			
#	Employer	From	To	Designation
5.1	_____	_____	_____	_____
5.2	_____	_____	_____	_____
6	Years of experience	_____		
7	Details of Tasks to be undertaken in this Project	_____		

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe the team member, his/her qualifications, and his/her experience.

Date: \_\_\_\_\_

(Signature)

**Annexure III - PERFORMANCE BANK GUARANTEE**

(Subject to change)

(To be executed on non-Judicial stamp paper of an appropriate value)

Bank Guarantee No: .....

Amount of Guarantee: .....

Guarantee Period: From.....to.....

Guarantee Expiry Date: .....

Last date of Lodgment: ..... Date: .....

WHEREAS Director, Purchaser having its office at 1 Queen’s Way, Kolkata – 700 071 (hereinafter referred to as “The Owner” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [Please insert date of acceptance of the letter of acceptance (LoA)] (“Contract”) with [insert name of the Successful Bidder] .....(hereinafter referred to as the

“Contractor” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of manpower services (“Manpower Services” shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Documents] dated [insert date of issue of Tender Documents].....and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India for an amount equal to 5% (five percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “Guaranteed Amount”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Contractor has approached [insert the name of the scheduled bank] (here in after referred to as the “Bank”) having its registered office at [insert the address] .....

and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:

(i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting in change of PBG values, the Owner shall surrender the current PBG to the bank for amendment in price.

(ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [figure of Guaranteed Amount to be inserted here] .....only).

(iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.

(iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.

(v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is affected.

(vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.

(vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.

(viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.

(ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.

(x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.

(xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association

and the Undersigned has full power to do so under the Power of Attorney dated [date of power of attorney to be inserted] ..... granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

## Annexure A - Financial Proposal

<b>PART</b>	<b>Description of item/work</b>	<b>Quantity</b>	<b>Unit</b>	<b>Cost/Unit rate (inc GST)</b>	<b>Amount (inc GST)</b>
Part A(i)	Design and Curation	1	Nos		
Part A(ii)	Hardware and Fit-out supply and installation. commissioning Cost, operation and maintenance for 2 years	1	Nos		
<b>GRAND TOTAL</b>					
<p><b>-&gt;The Bidder has to give above breakup such that PART A(ii) = not to be less than 10% of TOTAL</b></p> <p><b>-&gt;The Bidder has to give breakup of component of work to be executed under PART A(i) during turnkey project as per format uploaded in a separate pdf in Financial Bid indicating price for each BOQ item.</b></p>					

## Annexure B - Form of Agreement

### (To be executed on Rs 100 Stamp Papers) AGREEMENT

THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ (Month/year) \_\_\_\_\_

between Purchaser, 1 Queen's Way, Kolkata - 700071, acting through (Director and his representatives, hereinafter called "Purchaser ") of the one part and \_\_\_\_\_ (name and address of the Bidder) (hereinafter called "the Bidder") of the other part.

WHEREAS the Purchaser is desirous that certain works / services as per the contracts should be executed by the Bidder Viz. Proposal No. (hereinafter called "the Works / services"), and has accepted a Proposal by the Bidder for the execution and completion of such Works / services as per the contracts and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESS as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement: (Letter of Acceptance of Proposal)

(Letter of invitation [Notice Inviting Request for Proposal]) Instructions to the Bidders

(Terms of Reference [Scope of Work]) (Special Conditions of the Contract) General Conditions of Contract

(Technical Proposal) Financial Proposal

1. The First Party shall terminate the Agreement immediately if the Second Party has not completed any of the Terms and Conditions as specified/ detailed in the documents as mentioned in clause 2 of this Agreement.

2. In consideration of the payments to be made by the Purchaser to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Purchaser to execute and complete the Works / services as per the contract and remedy any defects therein in conformity in all respects with the provisions of the Contract.

3. Purchaser hereby covenants to pay the Bidder in consideration of the execution and completion of the Works / services as per the contract and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of the authorized signatory)

(Director, Purchaser )

Signed for and on behalf of the Bidder in the presence of:

Signed for and on behalf of the Purchaser in the presence of:

Witness:

Witness:

1.

1.

2.

2.

## Annexure C - Eligibility Criteria for the Bidder

Clause	Criteria	Documents to be submitted	
		Individual	Consortium
1	<p>The bidder should be a registered company/firm.</p> <p>In the case of a consortium, all the members should be registered. The consortium should be formed by an agreement wherein responsibilities and liabilities of each party of the consortium should be specified in clear terms.</p>	<p>Certificate of Incorporation/Registration.</p>	<p>Certificate of Incorporation/Registration of all the members along with the Consortium Agreement.</p>
2	<p>The bidder must be in existence for at least 5 years as on the date of issue of RFP.</p> <p>In case of consortium, this condition is applicable on the lead member.</p>	<p>Certificate of Incorporation/Registration.</p>	<p>Certificate of Incorporation/Registration of the lead member of the consortium.</p>
3	<p>The Signatory signing the Bid on behalf of the Bidder should be duly authorized by the Board of Directors/Partners of the Bidder to sign the Bid on their behalf.</p> <p>In case of consortium, additionally the lead member should also be authorized by the other members of the consortium to sign the Bid.</p>	<p>Power of Attorney executed in favor of authorized signatory.</p>	<p>Power of Attorney executed by the lead member in favor of authorized signatory and Power of Attorney executed by the other members of the consortium in favor of the lead member.</p>

5	<p>The Bidder should have neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement or have had any agreement terminated for breach.</p> <p>In case of consortium, this condition is applicable on all the members of the consortium.</p>	Self declaration of letterhead of the bidder.	Self declaration by all members of the consortium on their respective letterhead.
6	<p>The Bidder should not have been black listed by any Government or quasi-Government entity in India for breach of any applicable law or violation of regulatory prescriptions or breach of agreement as on the date of submission of Bid.</p> <p>In case of consortium, this condition is applicable on all the members of the consortium.</p>	Self declaration of letterhead of the bidder.	Self declaration by all members of the consortium on their respective letterhead.
7	<p>The bidder must possess a valid GSTIN and PAN No.</p> <p>In case of consortium, this condition is applicable on the lead member.</p>	Copy of the GST Certificate and PAN.	Copy of the GST Certificate and PAN of the lead member.

8	<p>The bidder must have an average annual turnover of at least 30% of EPC in the last three financial years 2017-2020.</p> <p>In case of consortium, this condition is applicable on the lead member.</p>	<p>Turnover certificate audited by CA/CS of FY 2017-2020. Audited balance sheet for financial years 2017-2020. In case, audited balance sheet of financial year 2019-2020 is not available, provisional balance sheet of financial year 2019-2020 can be submitted.</p>	<p>Turnover certificate of the lead member audited by CA/CS of FY 2017-2020. Audited balance sheet for financial years 2017-2020 of the lead member of the consortium. In case, audited balance sheet of financial year 2019-2020 is not available, provisional balance sheet of financial year 2019-2020 can be submitted.</p>
9	<p>The bidder must have completed in the last 7 years 3 similar works each with value <math>\geq 40\%</math> of EPC (Including taxes/GST) or 2 similar works each with value <math>\geq 50\%</math> of EPC (Including taxes/GST) or 1 similar work each with value <math>\geq 80\%</math> of EPC (Including taxes/GST)</p> <p>In case of consortium, all the members can submit their works.</p>	<p>Work Order/Purchase Order/LoA/LoI from the Purchaser along with Completion Certificate. In case, a completion certificate is not available, proof of project completion in public domain should be submitted.</p> <p>Details of the works to be filled and submitted in Annexure I.</p>	<p>Work Order/Purchase Order/LoA/LoI from the Purchaser along with Completion Certificate. In case, a completion certificate is not available, proof of project completion in public domain should be submitted.</p> <p>Details of the works to be filled and submitted in Annexure I.</p>

**Note**

**1) Similar work means "Work of design and execution of a multimedia exhibition/museum/experience centre/interpretation centre/culture centre for any government purchaser"**

## Annexure D - Technical Evaluation

Category	Clause	Criteria		Maximum Marks	Documents to be submitted
<b>Evaluation of the Work Experience</b>					
<p>Similar Completed Work Experience (maximum 3 works can be submitted) in the last 7 years</p> <p>In case of consortium, all the members can submit their works.</p>	1.1	<p>Value of work <math>\geq</math></p> <p>1) 40% of EPC (Including taxes/GST) - 4 marks for each work</p> <p>2) 50% of EPC (Including taxes/GST) - 5 marks for each work</p> <p>3) 80% of EPC (Including taxes/GST) - 8 marks for each work</p> <p>3) 100% of EPC (Including taxes/GST) - 10 marks for each work</p> <p>3) 200% of EPC (Including taxes/GST) - 20 marks for each work</p>		30	<p>Work Order/Purchase Order/LoA/LoI from the Purchaser along with Completion Certificate. In case, completion certificate is not available, CA certified proof of a project completion in public domain should be submitted.</p> <p>Details of the works to be filled and submitted in Annexure I.</p>
<b>Evaluation of the Team components</b>					

<p>Exhibition designer</p> <p>In case of consortium, the team member can be on payroll of any of the consortium members.</p>	2.1	<p>He/She must possess Masters in Architecture /Masters in Design Experience &gt;=10 years - 5 marks Experience &gt;5 years &amp; &lt;10 years - 2.5 marks</p>		5	
<p>Creative Director</p> <p>In case of consortium, the team member can be on payroll of any of the consortium members.</p>	2.2	<p>He/She must possess Diploma in Multimedia Experience &gt;=10 years - 5 marks Experience &gt;5 years &amp; &lt;10 years - 2.5 marks</p>		5	<p>CV to be filled and submitted in Annexure II for all the team members along with the proof of qualification, experience and company payroll proof of PF/Salary payment of the last 3 months.</p>
<p>Graphic Designer</p> <p>In case of consortium, the team member can be on payroll of any of the consortium members.</p>	2.3	<p>He/She must possess Diploma in Fine Art Experience &gt;=4 years - 5 marks Experience &gt;2 years &amp; &lt;4 years - 2.5 marks</p>		5	

Software Engineer  In case of consortium, the team member can be on payroll of any of the consortium members.	2.4	He/She must possess any B.Tech/B.E. in Computer Engineering Experience $\geq 4$ years - 5 marks Experience $> 2$ years & $< 4$ years - 2.5 marks		5	
<b>Evaluation of the Financial Soundness</b>					
Average annual turnover in the last three financial years 2017-2020.  In case of consortium, this condition is applicable on the combined turnover of all the members of the consortium.	3.1	$\geq 30\%$ of EPC - 3 marks $\geq 50\%$ of EPC - 5 marks $\geq 100\%$ of EPC- 10 marks $\geq 200\%$ of EPC- 20 marks		20	Turnover certificate audited by CA/CS of FY 2017-2020. Audited balance sheet for financial years 2017-2020. In case, audited balance sheet of financial year 2019-2020 is not available, provisional balance sheet of financial year 2019-2020 can be submitted.
<b>Evaluation of the Technical Presentation</b>					
Solution proposed	4.1	Design and solution proposed		30	Technical Presentation
<b>Note</b> <b>1) Similar work means "Work of design and execution of a multimedia exhibition/museum/experience centre/interpretation centre/culture centre for any government purchaser"</b>					

**Annexure E - Gallery Layout**

Uploaded on tender portal