

Online Request for Proposal (RFP)

To organise Museum, Belvedere House, National Library, Kolkata & Old Currency Building, Kolkata which include conceptualizing, designing, layout, material supply, setting up and execution and submission on turnkey basis.

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भारतीय संग्रहालय INDIAN MUSEUM

संस्कृति मंत्रालय
MINISTRY OF CULTURE

भारत सरकार
GOVERNMENT OF INDIA

Tender No- IM/E-TENDER/2019-20/01

Dated : 03.06.2019

NOTICE INVITING REQUEST FOR PROPOSALS

Online Tenders on behalf of the President of India are invited in two bids system from eligible companies/ firms/ consortium for the following work(s) (refer Annexure D) :

Sl. No.	Name of Work	Approximate estimated cost of work	Period of completion
1	To organise Museum, Belvedere House, National Library, Kolkata & Old Currency Building, Kolkata which include conceptualizing, designing, layout, material supply, setting up and execution and submission on turnkey basis.	Rs. 4.00 crore inclusive of all applicable taxes	On or before 120 days from award of work.

2. Complete RFP Documents can be accessed from CPP portal <https://eprocure.gov.in/eprocure/app>

3. No proposals shall be entertained after the deadline under any circumstances whatsoever. The Technical Bid of tenders will be opened as per the schedule mentioned in the critical date sheet in the presence of authorized representative of Bidders as may wish to be personally present.

4. The Director, Indian Museum reserves the right to amend or withdraw any of the terms and conditions contained in the RFP Documents or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Director, Indian Museum in this regard shall be final and binding on all.


Director

Cop to:

a. Notice Board

b. Website of Indian Museum <https://www.indianmuseumkolkata.org/>

२७, जवाहरलाल नेहरु रोड, कोलकाता - ७०० ०१६

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Website : <http://www.indianmuseumkolkata.org>

Critical Date Sheet

1.	Name of work	To organise Museum, Belvedere House, National Library, Kolkata & Old Currency Building, Kolkata which include conceptualizing, designing, layout, material supply, setting up and execution and submission on turnkey basis.
2.	Approximate Estimated Cost	Rs. 4,00,00,000/- (inclusive of taxes)
3.	EMD	Rs.12,00,000/-
4.	Cost of RFP	NIL
5.	Probable time of Completion	120 days from the date of award of work
6.	Date of Issue of RFP	03.06.2019
7.	Bid Document Download Start Date	03.06.2019
8.	Start date for submission of filled in RFP document	04.06.2019 from 2:00 PM
9.	Bid Submission End Date	24.06.2019 on 12:00 PM
10.	Date of opening of Technical bid	25.06.2019 on 12:00 PM
11.	Date of meeting with Bidders for Document Verification and clarification	26.06.2019 from 11:00 AM onwards
12.	Date of Technical presentation	01.07.2019, 11:00 AM onward in the Indian Museum
13.	Validity of Bid	120 days from the date of opening of technical bids
14.	Opening of Financial Bids	Will be notified later
15.	Performance Security deposit	5% of the value of the contract**

INSTRUCTIONS TO BIDDERS

The Bidders are invited to submit online Technical Proposal and Financial Proposal for conceptualizing, designing, layout, setting-up and execution and submission on turnkey basis including supervision of the museum to organize and refurbish Belvedere House, National Library, Kolkata & Old Currency Building, Kolkata.

1. Inspection of site by the Bidders

1.1 The Bidders are advised to inspect and examine the venue and take all information and conditions into account in preparing their proposal and before submitting the proposal. The Bidders or their representative may contact – Dr. Nita Sen Gupta, Dy. Keeper(Art) & Admn-in-Charge, Indian Museum, Kolkata Tel: 9831236552, E-mail: sengupta.nita@gmail.com or Dr. Dr. C. R. Patra, ALIO, Indian Museum, Kolkata Tel: 9903124609, E-mail: drchittaranjan1234@gmail.com for any information/ clarification regarding venues or proposal in general.

1.2 The Bidder shall be deemed to have full 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], for the venue. The proposals should be framed in such a manner that it includes the curation, conceptualisation, designing/ planning, interior designing/ works, painting, safe transportation and installation of antiquities, fabrication of showcases/ pedestals and other related material like, captions, signage, write-ups, panels, partitions, touch-screen kiosks, illumination, CCTV, fire-alarming and fire- fighting system, etc. along with works related to publications, etc. objects as per list enclosed at Annexure - F and G from erstwhile Belvedere House, National Library, Kolkata & Old Currency Building, Kolkata which are to be displayed respectively by bidder as per the scope of work. The successful bidder in consultation with the Indian Museum may exhibit more objects from reserve collection of the above cited museums.

1.4 Submission of the proposal by the Bidder implies that he/she has read 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 D shall bear all costs associated with the preparation and submission of the proposal and Indian Museum 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 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 Indian Museum 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 notify Director, Indian Museum, 16, J. L. Nehru Road, Kolkata - 700016 through E-mail: indianmuseumkolkata2@gmail.com.

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, Indian Museum 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 corrigendum issued by IM, extension of deadline for submission of proposal may be given as necessary.

3.3 Indian Museum 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, Indian Museum 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 on CPP Portal).

7.2 While filling the details in the form provided for 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, Indian Museum 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 “Indian Museum Trust Account” on or before Bid opening date/ time as mentioned in 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 or 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 - V]

9.1 The Successful bidder shall be required to submit Performance Bank Guarantee (PBG) which is 5% of the Quoted price to the IM within 15 (fifteen) days from the date of receipt of Letter of Acceptance. The PBG shall be valid for 180 days beyond the date of completion of work.

9.2 In case of a Consortium, the Lead Applicant of Consortium shall be liable to pay Performance Bank Guarantee. Performance Bank Guarantee shall be valid for 180 days beyond the term of the Concession Agreement. The Performance Guarantee shall contain a claim period of three months from the last date of validity.

9.3 In case, the Successful bidder fails to submit performance Bank guarantee within the time stipulated, the Indian Museum 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 Indian Museum shall invoke the Performance Bank Guarantee in case the selected Concessionaire fails to discharge their contractual obligations during the Concession Agreement period or Indian Museum 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 initialed 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 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 validity period of the request for proposal.

13. Technical Proposal (Annexure - I to IV)

13.1 The Technical Proposal shall comprise of following documents:

13.1.1 Work Experience with enclosure of brief of projects as per the format given at Annexure - I and I (1) of the Technical Proposal.

13.1.2 Composition of the team with enclosures of list of Key Professionals whose CV and experience is to be evaluated as per the format given at Annexure - II of the Technical Proposal, Curriculum Vitae (CV) of the key professionals as per the format given at Annexure - III of the Technical Proposal, Composition of the Team Personnel and Task(s) of each Team Member as per the format given at Annexure - IV of the Technical Proposal and Time Schedule.

13.1.3 Financial Credibility with enclosure of IT statement for last three financial years, registration with Service Tax and registration with GST and annual turn-over for each of last three financial years duly certified by chartered accountant.

13.1.4 Technical proposal must contain enclosures of Presentation, Drawings, Reports, etc. to present the venue evaluation and assessment and the Conceptual galleries theme/ storyline, design etc. in consultation with Indian Museum Curators for the venue.

13.2 Financial Proposal:

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

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

13.2.1 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 CPP website: <https://eprocure.gov.in/eprocure/app>

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. All the bid documents up-loaded on e-portal must be clearly readable.

14. Opening of the Proposals

14.1 The Technical Proposals shall be opened as per the critical date sheet with the help of digital signatures of the officers of Indian Museum.

14.2 Bidder's name, presence and any other details as Indian Museum may consider appropriate will be announced and recorded at the time of opening of the proposal.

15. Clarification of the proposals

To assist the technical examination and evaluation of the proposals, Indian Museum 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.

16. Preliminary examination of proposals

16.1 The Indian Museum 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.

16.2 Prior to the detailed evaluation, Indian Museum 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.

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

16.2.2 That limits in any substantial way, inconsistent with the RFP documents, the Indian Museum rights or the successful

Bidders obligations under the contracts; or Whose rectification would unfairly affect the competitive position of other
16.2.3 Bidders who are presenting substantially responsive proposals.

16.3 If a Proposal is not substantially responsive, it shall be rejected by the Indian Museum.

16.4 In case of Proposals containing any conditions or deviations or reservations about contents of Proposal document, Indian Museum 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. Indian Museum's decision regarding responsiveness or non-responsiveness of a Proposal shall be final and binding.

17. Evaluation of proposals **

17.1 Indian Museum 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 Indian Museum or its concerned officers or members of Consultancy Evaluation Committee in the Indian Museum 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 Indian Museum may, at its discretion, ask the Bidder for a clarification of its Proposal. The request for clarification and the response shall be in writing.

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

17.3 The Bidders must have to participate in 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.

17.4 The evaluation committee appointed by the Indian Museum 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 especially clause 8, 9 and 13 and eligibility criteria or if it fails to achieve the minimum technical score indicated in the Technical Evaluation Sheet below.

** Technical Evaluation Sheet (Reference: Annexure I – IV and C)		
Sl.No.	Criteria	Marks
1	Work Experience	30
2	Composition of the team	15
3	Financial Soundness	15
4	Presentation	40
Total		100
Minimum Technical Score for Technical Qualification		70

** Please refer Annexure - C for criteria of technical evaluation.

17.5 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.

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

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

17.8 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 highest score of the technical evaluation shall get the preference. The decision of the Director, Indian Museum shall be final in this regard.

17.9 The evaluation of technical proposals as per clause 17.4 above carries 70% weightage and evaluation of financial proposals carries 30% weightage for overall evaluation and comparison of all the proposals examined by the Tender Evaluation Committee (TEC) for the selection of the successful Bidder.

17.10 Declaration of the award of contract.

17.11 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.

18. Canvassing Prohibited

Canvassing whether directly or indirectly, in connection with proposals is strictly prohibited and the proposals submitted by the Bidders who resort to canvassing will be liable to rejection.

19. Right to accept whole or part of the proposal

19.1 The competent authority on behalf of the Indian Museum 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 partnership firm, expires after the submission of his proposal but before award of work, Indian Museum shall deem such proposal as invalid.

20. Right on acceptance of any proposal

The competent authority on behalf of the Indian Museum 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 Indian Museum and any other Organization under the Ministry of Culture is allowed to works/ services as a Bidder or his employee for a period of two years after his retirement/ resignation from the service of the Indian Museum without the prior permission of the Indian Museum.

22. Award of contract

22.1 Indian Museum 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 Indian Museum and the Bidder till such time the contract agreement is signed.

23. Notes and illustrations

23.1 A Bidder should secure mandatorily a minimum of 70% marks (i.e. 70 marks out of total 100 marks as per para 17.4) in Technical Evaluation 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 (as per 17.4) shall be allocated 70% of technical weightage and the financial bids shall be allocated 30% of the financial weightage, and thereby making a total of 100% weightage for the complete bidding.

Illustration 1 (for Technical Weightage)

If a Bidder has secured 80 marks out of the total 100 marks in technical valuation, his technical evaluation value shall

be: 56 i.e. (80 x 70%)

The Bidder shall be required to produce attested copies of the relevant documents in support of para 17.4 in addition to the documentary evidences required for other terms for being considered during technical evaluation.

A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. by following the procedures of para 17.

The technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will not be opened.

The bidder who qualified in the technical evaluation stage shall only be considered for opening of financial bids.

TECHNICAL PROPOSAL

Sl. No.	Requirement	COPY OF RELEVANT DOCUMENT	ENCLOSED YES/ NO	PAGE NO. OF BID DOCUMENT
1	Work Experience	<input type="checkbox"/> Brief of projects as per the format given at Annexure- I and I (1)		
2	Composition of the team	<input type="checkbox"/> List of Key Professionals as per Annexure - II, III and IV		
3	Financial Soundness	Copies of - Registration of firm/ companies/ valid document of creation of consortium (MOU/ agreement) along with registration with Service Tax and Registration with GST Annual turnover of each of last three financial years (2018-17, 2017-16 and 2016-15) duly certified by CA/ Statuary authorities along with ITR for each of last three financial years (2018-17, 2017-16 and 2016-15) Copy of PAN along with Registration with ESI, EPF, labour registration as applicable		
4	EMD	<input type="checkbox"/> Hard Copy of the DD/ Bank Guarantee/ Exemption certificate to be submitted to Director, Indian Museum on/ before bid opening date/ time (as per clause 8 of Instructions to bidders)		
5	Presentation:	<input type="checkbox"/> Hard and soft copy of the Presentation along with signed copy of RFP (as per clause 7.1 of Instructions to bidders)		

I have furnished all the information and details necessary and authorize you to approach any individual, employer, firm or corporation whether mentioned in the enclosed documents or not, to verify our competence and general reputation.

Date:
Seal

Name and Signature of applicant

Experience of the Applying Bidder/ Firm

1. Relevant Services/works carried out in the last five years by bidder in following format along with copy of work orders and completion certificates from clients -

1.1 Assignment Name

1.2 Location

1.3 Narrative Description of Project

1.4 Name of Employer

1.5 Address

1.6 Duration of assignment

1.7 Start Date (Month / Year)

1.8 Completion Date (Month / Year)

1.9 Approx. Value of Services

1.10 Name of Associated Bidders, if any

1.11 Name of main staff members involved and functions performed

1.11 Description of Actual Services Provided by Your firm

Annexure – II

List of Key Professional whose CV and experience is to be evaluated (copies of qualification and experience to be enclosed for each of the team member)

Sl. No.	Name	Qualification (degree certificates to be attached)	Years of experience (relevant experience certificates to be attached)	Remarks, if any

Format of Curriculum Vitae (CV)

Sl. No.	Particulars	Description
1	Name	Name of the key professional
2	Date of Birth	
3	Nationality	
4	Qualification	Summarize college/ university and other specialized education, names of board/university, year, and degrees obtained (copies of degree to be attached)
5	Membership in Professional Societies	
6	Employment Record	Starting with present position, list in reverse order every employment held. List all positions held since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments (experience certificates to be attached)
7	Years of experience	Total Sum of experience years
8	Name of firm (if any) Details of the firm	If the Bidder has a firm other than the Bidder invited for Request for Proposal Type of services offered, annual turnover, no. of staff employed and brief of executed projects
9	Details of Tasks to be undertaken in this Project	The role the Bidder/ professional will play in the present 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 - IV

Composition of the team Personal and Task(s) of each Team Member (as per name listed in Annexure - II)

Sl. No.	Name	Position	Task in the proposed work

PERFORMANCE BANK GUARANTEE

(Subject to change)

(To be executed on non-Judicial stamped 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, Indian Museum, Kolkata having its office at, Kolkata 700016 (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 having a branch at Kolkata 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 to 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 (Reference Clause 1 - Scope of Works)**

Sl. No.	Task/ Activity	Quantity	Unit	@rate	Amount	Remarks
1	Preparation of content, concept design, research work, etc. with gallery/ venue evaluation and assessment and rough cost estimate *	01 job	% of total cost from Sl. No. 4 to 30			Stage 1 of schedule of service as per Archaeological Survey of India schedule of Service code.
2	Preliminary Drawings and specifications with preliminary estimates*	01 job	% of total cost from Sl. No. 4 to 30			Stage 2 of schedule of service as per Archaeological Survey of India schedule of Service code.
3	Working Drawings specifications and schedule of quantities to estimates for cost of material (DSR/ market rates, etc.) and other items as required for the scope of work*	01 job	% of total cost from Sl. No. 4 to 30			Stage 3 of schedule of service as per Archaeological Survey of India schedule of Service code
4	Introductory information through write-ups on panels including text and preparation of content (Digital printing work duly pasted on 6mm MDF/ sun board/ WPC, etc. by 3M vinyl media) on the Belvedere House (text to be prepared by the vendor and approved by the IM) and mobile app (Beacon low energy Bluetooth based audio-visual app).*	850 sq.	sq.ft.			Stage 4 of schedule of service as per Archaeological Survey of India schedule of Service code .
5	Introductory information through write-ups on panels including text (Digital printing work duly pasted on 6mm MDF/ sun board/ WPC, etc. by 3M vinyl media) on the Old Currency Building (text to be prepared by the vendor and approved by the IM) mobile app (Beacon low energy Bluetooth based audio-visual app).*	1500 sq.	sq.ft.			Stage 5 of schedule of service as per Archaeological Survey of India schedule of Service code.

6	<p>Fabrication of termite proof Kit Ply (Burma Tick 16 & 19 m.m. showcases (excluding material), execution and arrangement for display of objects mentioned in Annexure F (showcases to be fabricated in MS 16 gauge rectangle pipe size 35X35 mm {20' Length approx weight 12 kg}, duly covered from MDF12 mm board with finish of deco appropriate color paint along with proper safety of antiquities with modern locking system in 08 mm toughen glass, defused LED lighting, etc. appropriate background cloth with all display techniques, etc.) [Height 2400 mm; Width 1200 to 2400 mm; Depth 400 to 900 mm as per approved drawing and design submitted]* # Textile and South East Asian Gallery as per Victoria and Albert Museum, London with climate control and RH balance system in each showcases.</p>	17920 cubic ft.	cubic ft.			Stage 6 of schedule of service as per Archaeological Survey of India schedule of Service code.
7	<p>Fabrication of termite proof Kit Ply (Burma Tick 16 & 19 m.m. showcases (excluding material), execution and arrangement for display of objects mentioned in Annexure F (showcases to be fabricated in MS 16 gauge rectangle pipe size 35X35 mm {20' Length approx weight 12 kg}, duly covered from MDF12 mm board with finish of deco appropriate color paint along with proper safety of antiquities with modern locking system in 08 mm toughen glass, defused LED lighting, etc. appropriate background cloth with all display techniques, etc.) [Height 2400 mm; Width 1200 to 2400 mm; Depth 400 to 900 mm as per approved drawing and design submitted]* # Textile and South-East Asian Gallery as per Victoria and Albert Museum, London with climate control and RH balance system in each showcases.</p>	12640 cubic ft.	cubic ft.			Stage 7 of schedule of service as per Archaeological Survey of India schedule of Service code.
8	<p>Fabrication and execution of center podium structures (excluding material) through MS 16 gauge rectangle pipe size 35x35 mm {20' Length approx. weight 12 kg} and duly covered from MDF12 mm board with finish</p>	780 cubic ft.	cubic ft.			Stage 8 of schedule of service as per Archaeological Survey of India schedule of Service

	of deco appropriate color paint along with proper safety of antiquities with modern locking system in 08 mm toughen glass, defused led lighting etc, appropriate background cloth with all display techniques, etc. (Total Height 1800 mm; Width 1200 to 2400 mm; Depth 400 to 900 mm) Lower base (Height 900 mm and top caller height 300 mm for lighting) as per approved drawing and design submitted #special electrical point may be provided in floor for lighting in base of podium.* # Textile and South-East Asian Gallery as per Victoria and Albert Museum, London with climate control and RH balance system in each showcases.					code.
9	Provision and execution of 55-60 mm thick portions wall duly fabricated by 45X45 mm MS tube and covered from both side by 12 mm MDF particle board with appropriate colour combination including clamp on wall and floor, etc. (for ground and first floors)*	780 cubic ft.	cubic ft.			Stage 9 of schedule of service as per Archaeological Survey of India schedule of Service code .
10	Provision/ fixing automated fire suppression system through CO ₂ only (water sprinklers to be avoided) in order to safeguard museum display that includes painting, textile, sketches, lithographs and other similar type of antiquities on the Belvedere House, National Library, Kolkata*	6100 sq. ft.	sq. ft.			Stage 10 of schedule of service as per Archaeological Survey of India schedule of Service code .
11	Provision/ fixing automated fire suppression system through CO ₂ only (water sprinklers to be avoided) in order to safeguard museum display that includes painting, textile, sketches, lithographs and other similar type of antiquities on the Old Currency Building, Kolkata*	9912 sq. ft	sq. ft.			Stage 11 of schedule of service as per Archaeological Survey of India schedule of Service code .
12	CCTV surveillance system (day/ night vision hi-tech fixed and PTZ cameras with NVR, power supply, cabling, LED Monitor, BNC, etc.) on the Belvedere House, National Library, Kolkata*	01 job	01 job			Stage 12 of schedule of service as per Archaeological Survey of India schedule of Service code .
13	CCTV surveillance system (day/ night vision hi- tech fixed and PTZ cameras with NVR, power supply, cabling, LED Monitor, BNC, etc.) on the Old Currency Building, Kolkata*	01 job	01 job			Stage 13 of schedule of service as per Archaeological Survey of India schedule of Service

						code .
14	Provision and fixing of 100 sets of Audio guide system along with all latest RFT sensor, etc. on the Belvedere House, National Library, Kolkata*	100 set	Nos.			Stage 14 of schedule of service as per Archaeological Survey of India schedule of Service code.
15	Provision and fixing of 100 sets of Audio guide system along with all latest RFT sensor, etc. on the Old Currency Building, Kolkata*	100 set	Nos.			Stage 15 of schedule of service as per Archaeological Survey of India schedule of Service code.
16	Touch screen kiosk/ table on the Belvedere House, National Library, Kolkata*	02 nos.	Nos.			Stage 16 of schedule of service as per Archaeological Survey of India schedule of Service code.
17	Touch screen kiosk/ table on the Old Currency Building, Kolkata*	02 nos.	Nos.			Stage 17 of schedule of service as per Archaeological Survey of India schedule of Service code.
18	Overall interior design scheme and specifications as and when required*	01 job	Nos.			Stage 18 of schedule of service as per Archaeological Survey of India schedule of Service code.
19	Provision of 2 mm thick robust quality ISI mark Bologna Red Shed of arms strong vinyl tile/ roll including laying, cutting, transportation, filling and fixing by aero bond, etc.*					Stage 19 of schedule of service as per Archaeological Survey of India schedule of Service code.
20	Provision of 100 (hundred) ISI mark queue manager system with approximately weight of each pillar is 13 kg along with provision of 2 to 2.5 m (4 mm thick nylon strip)*	100 nos.	Nos.			Stage 20 of schedule of service as per Archaeological Survey of India schedule of Service code.

21	Illumination of general space including write-up, open artefacts, showcases, corridors, verandah, partition walls, etc. by LED modern lighting system by make Ankur lights/ Mr. Light/ DECON/ Philips/ GE, etc.*	01 job	01 job			Stage 21 of schedule of service as per Archaeological Survey of India schedule of Service code.
22	Provision of Plastic Emulsion paint in galleries with appropriate colour schemes after leveling, scraping, sand papering with two or more coats of painting, etc. in complete form*	16,010 sq. ft.	sq. ft.			Stage 22 of schedule of service as per Archaeological Survey of India schedule of Service code.
23	Safe and secured transportation, handling and installation of antiquities from their present location to Belvedere House, National Library, Kolkata*	01 job	01 job			Stage 23 of schedule of service as per Archaeological Survey of India schedule of Service code.
24	Safe and secured transportation, handling and installation of antiquities from their present location to Old Currency Building, Kolkata*	01 job	01 job			Stage 24 of schedule of service as per Archaeological Survey of India schedule of Service code.
25	Completion report with photo/ drawing documents including preparation and designing of publication (catalogue)*	1000 nos.	Nos.			Stage 25 of schedule of service as per Archaeological Survey of India schedule of Service code.
26	Completion report with photo/ drawing documents including preparation and designing of publication (coffee table books)*	500 nos.	Nos.			Stage 26 of schedule of service as per Archaeological Survey of India schedule of Service code.
27	Supervision charges till handing over of museum to IM*	01 job	% of total cost from Sl. No. 4 to 29			Stage 27 of schedule of service as per Archaeological Survey of India schedule of Service code.
28	Miscellaneous Contingency charges					
29	Sub Total					

30	Applicable Taxes					
	Grand Total (in figures)					
	Grand Total (in words)					

- As per the approved design the company will place the BOQ before the presentation and if anything is to be changed or replaced can be decided after the company visits the sites, see the artefacts and prepare the drawings and designs.
- All Exhibitions require designing and mounting (Material should be used suitable for keeping artefacts. All raw materials including paint, adhesive, laminate etc should be VOC free). Translation of the design and mounting arrangements in the allocated space require interior works which could include erection of display walls, partitions, panelling, painting of surfaces, fabrication of props and pedestals, floor covering, installation of display lighting, installation of screens and projection systems etc. Depending upon the scale of such works it could either be executed using the in-house exhibition team or outsourced to an external specialist agency.

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

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

25.2 The Bidder with the lowest bid Prices (L1) shall be assigned full 30 marks (i.e. 30% x100) and his total scores of the bid shall be as per Illustration 2 below:

Illustration-2

If the Bidder at Illustration 1 is L1 Bidder and quoted Rs.100/ for being L1, then his total value shall be 86 i.e. (56 Technical Value + 30 Financial Value)

25.3 The financial scores of the other bidders (i.e. L2, L3...and so on) shall be computed as under and as explained at Illustration 3 below: $-30 \times \text{Lowest Value (L1Price)} / \text{Quoted Value (L2 OR L3.)}$

Illustration-3

If the Bidder at Illustration 1 is L2 Bidder and he quoted Rs.125, therefore 30% being the weighted value, the financial scores for L2 shall be computed as under: $30 \times 100 (\text{lowest pricesL1}) / 125 (\text{quoted prices – L2}) = 24$ (financial score) Therefore L2 Bidder shall have total value of 80 (56 Technical Value + 24 Financial Value)

25.4 The Bidders' ranking shall be arranged depending on the marks obtained by each of the bidder both in Technical Evaluation and Financial Evaluation.

25.5 The Bidder with the highest marks / rank (i.e. the total of technical evaluation marks and financial evaluation marks) shall be deemed as the successful Bidder and shall be considered eligible L1 Bidder for further process.

Note - If there is a discrepancy between words and figures, the amount in words shall prevail.

TERMS OF REFERENCE [SCOPE OF WORK]

BRIEF OF INDIAN MUSEUM AT BELVEDERE HOUSE AND OLD CURRENCY BUILDING

Belvedere House

This museum was located in Belvedere House, National Library, Kolkata. The display includes objects of Stone Sculpture, Bronze object, Terracotta, manuscripts, inscriptions etc.

Old Currency Building

This museum is located in the Old Currency Building, Kolkata. The display includes: arms and Paintings, Ornaments, Textile, Art Objects etc.

1. Scope of Work

1.1 OBJECTIVE OF THE MUSEUM

- The objective of the RFP is to organize and refurbish Belvedere House and Old Currency Building in order to bring the display, presentation of their collections to latest technological standards.
- This museum would display the original antiquities in a more thematic manner. The list of antiquities proposed to be displayed and ground plan/ elevation/ drawings are at Annexure - F, G and H, respectively.
- The concept plan may be formulated keeping in view following aspects which may further add to the presentation making it more interactive and enriching visitor's experience.
- The exhibition and museum display must give an experience of continuity in time and space to the visitor.
- Content development and storyline
- Content of each gallery, write-up, signage, augmented reality, wi-fi, etc.
- The development and execution of holistic display system, preparation of state of art showcases with locking arrangements as per the requirement of the antiquities and objects and design approved after the technical presentation, display of the antiquities/ artifacts/ objects under the supervision of IM, preparation of graphic and textual materials including models, content and medium of display like captions, digital labels, blow ups, interpretative boards, interactive technological options like kiosks, plasma screens, use of audio video and multimedia, etc. as per the requirement of the museum and after the approval of the design, installation of CCTV and security systems, fire-fighting equipment, etc. Dismantling of existing temporary structures (if any), erecting temporary structures as per the need of the display, partitions, doors (wooden/ Glass with manual or censor based operation), lighting and illumination of the gallery, showcases and objects, etc with wiring and fixtures, etc. without tampering with the original fabric/ structure of the building/ monument. Any other item necessary for Museum set-up and visitor's interpretation and facilitation.
- Planning the museum with state of art space allocation.
- Any creative addition like gate, background, fascia to the theme.
- Visitor flow patterns with entry-exit system and adequate security.
- Overall interior design scheme and Specifications.
- Interior architectural additions and alterations - Without any structural change in the galleries/ space available at each floor of the building (L5).
- Indoor plan and furniture.
- Selection of materials, equipment and other related elements.
- Any other item or scope of work necessary for efficient and meaningful display of the exhibits.
- Publication of Catalogues of each gallery of the Belvedere House and Old Currency Building (1000 copies) and Coffee Table Book (Hard bound - 500 copies) each for the two buildings.

1.2 Venue evaluation and assessment.

- Study of existing building and its environs.
- Analysis of the existing building and its environs for its adaptations to display exhibits for the said museum.

- Provision for maintaining record of visitors to the museum; record for temperature, RH, inside the showcases/ galleries.
- Any other study/ investigation required for setting-up of the museum.

1.3 Space Planning

Planning the museum with all international norms of space allocation in terms of:

- 1.3.1 Any creative addition like gate, background, fascia to the theme.
- 1.3.2 Facilities of universal access.
- 1.3.3 Visitor flow patterns with entry-exit system and adequate security.
- 1.3.4 Overall interior design scheme and Specifications.
- 1.3.5 Interior architectural additions and alterations - Without any structural change in the galleries/ space available at the museum building.
- 1.3.6 Design of display of objects.
- 1.3.7 Illumination design
- 1.3.8 Information and interpretation system including graphic design, various type of signage and its content, equipment's required etc.
- 1.3.9 Indoor plant scope and furniture.
- 1.3.10 Selection of materials, equipment's and other related elements.
- 1.3.11 Any other item or scope of work necessary of efficient and meaningful display of the exhibits.
- 1.3.12 Bidder has to ensure safe and secured transportation of antiquities from their present location to Belvedere House and Old Currency Building including installation as per established international norms under the supervision of Indian Museum officers.
- 1.2.13 Bids are to be submitted keeping in view that Air conditioner, general illumination, flooring and public convenience.

1.3 Inspection and evaluation of works at each venue

Regular visits to inspect and evaluate the progress of works at each venue to ensure that the project proceeds satisfactorily and keep Indian Museum informed and give advice on actions, as, required for timely execution of work both in terms of quality and quantity.

1.4 Coordination

Coordinate with the Indian Museum, other private/ public authorities as per requirement at the venue so as to enable setting-up of the museum with cost, quality and time control.

2. SCHEDULE OF SERVICES

The Bidder may submit proposal (technical and financial) as per stages of services marked below. He shall submit proposal as described at clause 1.3 under instructions to the Bidders.

2.1 Stage 1: Concept Design (ref. Sl. No. 1 of Annexure A)

2.1.1 Furnish venue/ gallery evaluation and assessment report as per the clause 1.2 of venue evaluation and assessment.

2.1.2. Prepare conceptual designs with reference to requirements as described in clause scope of work and prepare BOQ (as per format mentioned at Annexure E) along with rough cost as per the specifications proposed.

2.1.3 Submit 2 copies (hard copy and soft copy) of documents and drawings along with soft copy as mentioned in clause 2.1.1 and 2.1.2 to Indian Museum.

2.2 Stage 2: Preliminary Drawings (ref. Sl. No. 2 of Annexure A)

2.2.1 Modify conceptual designs incorporating required changes as suggested by Indian Museum.

2.2.2 Prepare preliminary drawings and specifications (along with additional items in BOQ, if suggested any) and cost/ preliminary estimates (as per format mentioned at Annexure E).

2.2.3 Submit 2 copies (hard copy and soft copy) of documents and drawings as mentioned in clause 2.2.1 and 2.2.2 to Indian Museum.

2.3 Stage 3: Working Drawings (ref. Sl. No. 3 to 23 of Annexure A)

2.3.1 Modify preliminary drawing incorporating required changes as suggested by Indian Museum.

2.3.2 Prepare working drawings, specifications and schedule of quantities along with estimates of cost/ BOQ (measurement and dimensions, etc.) [Ref. Annexure E].

2.3.3 Submit 2 copies (hard copy and soft copy) of documents and drawings as mentioned in clause 2.3.1 and 2.3.2 to Indian Museum and clarify any decision or interpretation of drawings and specifications that may be required at any time till completion of project.

2.4 Stage 4: Execution of works with material, shifting of antiquities and supervision (ref. Sl. No. 24 to 26 of Annexure A)

2.4.1 Issue and clarifying working drawings and details for proper execution of works along with final copy BOQ, cost of each item (measurement and dimensions) and specification of items, bills of items/ warranty cards, etc. [Ref. Annexure E]. Relevant documents in duplication to be submitted Indian Museum.

2.4.2 Approval of samples of various materials, elements and components by Indian Museum as per approved specifications. The samples of various materials are also to be submitted to the Indian Museum.

2.4.3 Making of showcases, pedestals with locking devices, illumination, backgrounds, Dioramas, write-ups, furniture layout, digital component, security system, etc. as per approved design/ plan including dismantling/removal of any temporary showcases, etc. and colouring of galleries as per colours scheme of the approved plan.

2.4.4 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 and keep Indian Museum informed and give advice on actions as required.

2.4.5 Coordinate with the Indian Museum and to enable completion of project with cost, quality and time control.

2.5. Stage 5: Completion of display including publication (ref. Sl. No. 27 to 29 of Annexure A)

2.5.1 Prepare and submit completion reports and two sets of drawings and photo documents (hard copy and soft copy) including all works as executed at gallery/ venue to Indian Museum. Publication shall include brochure and Coffee table books as per approval of the Indian Museum.

3. TIME SCHEDULE

THE TIME SCHEDULE AS TABULATED BELOW IS TENTATIVE AND ANY CHANGE WOULD BE COMMUNICATED BY THE INDIAN MUSEUM TO ALL THE APPLICANTS WHO HAVE SUBMITTED THEIR PROPOSALS IN REFERENCE TO THE NOTICE INVITING REQUEST FOR PROPOSAL.

The total time from date of order to the handing over of museum, completed in all respects as per plan submitted shall be 120 days from the award of work.

4. Schedule of payment

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

Sl. No.	Schedule of payment as per schedule of service and Annexure A	Percentage of Payable fees at the completion of each stage*	Cumulative payment made until that stage
1	Stage 1 Concept Design, preparation of drawings/ design and acceptance (as per stage 1 to 3 of schedule of service)	20% of the total cost	20% of the total cost
2	Stage 2 Supply and acceptance of materials(as per stage 4 of schedule of service)	30% of the total cost	50% of the total cost
3	Stage 3 Shifting of antiquities and execution of work with material and supervision(as per stage 4 of schedule of service)	20% of the total cost	70% of the total cost
4	Stage 4 Completion of display including publication (as per stage 5 of schedule of service)	30% of the total cost	100% of the total cost

*The payment indicates at each stage is maximum percentage of the financial bid quoted by the vendor. However, the actual payment at each stage would be either as per items at Annexure A, clause 2 (schedule of service of payment) whichever is lower.

5. Taxes

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

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

6. The Support or input to be provided by the Indian Museum

6.1 To provide requirements of the museum and convey decisions of the Indian Museum within a reasonable time.

6.2 To furnish special conditions that is desired to be followed.

6.3 To give effect the professional advice of the Bidder.

6.4 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 herein after defined, the following words/expressions shall have the meanings hereby assigned to them, except where the context requires otherwise.

1.1 “Indian Museum” means the Indian Museum 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 “Indian Museum’s Representative” means any officer nominated from time to time by the Indian Museum to act on his behalf.

1.3 “Bidder” means an individual, firm, Company, who were short listed as per the criteria laid down in the RFP Documents for setting-up and modernization of museum in response to tenders invited by the Indian Museum.

1.4 “Successful Bidder” means the individual, firm, Company, who enters into the Contract with the Indian Museum, 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 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 Indian Museum 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 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 Indian Museum.

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 Indian Museum 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 Indian Museum 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 representative 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 Indian Museum shall make available the relevant details, if any, obtained from previous investigations undertaken in connection to the works /services as per the contract. Indian Museum 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 Indian Museum 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 Indian Museum and Bidder

8.1 Instructions given by the Indian Museum shall be in writing, provided that if for any reason the Indian Museum 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 Indian Museum, 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 Indian Museum 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 Indian Museum, 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 Indian Museum.

9. Duties and Authority of Indian Museum

Indian Museum shall carryout 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 Indian Museum of any error, omission, fault and other detects, 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 II 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 Indian Museum and a certified copy shall be made available to the Bidder. However, Indian Museum 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 Indian Museum 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 Indian Museum 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 Indian Museum, misconducts himself or is incompetent or negligent in the proper performance of his duties or whose engagement is otherwise considered by the Indian Museum to be undesirable and such person shall not be employed again in the works/ services without the written permission of the Indian Museum.

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 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 Indian Museum 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 Indian Museum or site conditions actually encountered are such, that in the opinion of the Indian Museum 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 Indian Museum to be reasonable.

14.4 If the completion of the whole works/services as per the contract (or part thereof which as per the contract is required to be completed earlier), is likely to be delayed on account of:

14.4.1 Any force majeure event or

14.4.2 Delay on the part of other Bidders engaged directly by the Indian Museum, on whose progress the performance of the Bidder necessarily depends or

14.4.3 Any relevant order of court or

14.4.4 Any other event or occurrence which, according to the Indian Museum is not due to the Bidder's failure or fault, and is beyond his control;

The Indian Museum may grant such extensions of the completion period as in his opinion is reasonable.

14.5 In the event of any failure/ delay by the Indian Museum 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 Indian Museum 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 Indian Museum, is due to the Bidder's failure or fault, and the Indian Museum'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 Indian Museum 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 Indian Museum, 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 Indian Museum 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 Indian Museum 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 Indian Museum, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the Indian Museum, or

15.1.9 Suppresses or gives wrong information while submitting the Proposal.

In any such case the Indian Museum 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 Indian Museum, the Indian Museum 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 Indian Museum 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 Indian Museum whose decision shall be final and binding.

15.3 Entitlement of Indian Museum

In cases described above, the Indian Museum 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 Indian Museum 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 Indian Museum from the money due to the Bidder alone or jointly under this or any other contract.

16. Termination of Contract on Indian Museum's Account

16.1 The Indian Museum shall be entitled to terminate the contract, at any time, should, in the Indian Museum 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 Indian Museum 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 Indian Museum, at rates specified in the contract.

16.3 In case of determination of contract on Indian Museum'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 Indian Museum. The decision of the Indian Museum 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 Indian Museum 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 Indian Museum shall be entitled to rescind the contract as to its incomplete part. In that event, the Indian Museum 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 Indian Museum'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 Indian Museum, 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 Indian Museum 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 Indian Museum unless and until the same are incorporated in a formal instrument and signed by the Indian Museum and the Bidder.

19. Modifications to Works/Services

Indian Museum 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 there for 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 Indian Museum 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 Indian Museum, 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 Indian Museum, of at least 7 days before the need for their execution arises. Such a notice shall not however be necessary if the Indian Museum 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 Indian Museum 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 Indian Museum and the Bidder, the Bidder shall be bound to carry out the works/services at rates to be decided by the Indian Museum. In the absence of a finalized rate for a new item the Indian Museum shall be entitled to certify payment to the Bidder based on a provisional rate fixed by the Indian Museum 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 Indian Museum for that item.

22.5 The decision of the Indian Museum 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 Indian Museum. 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 Indian Museum 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 Indian Museum and in case the same are found not in order, the Indian Museum 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 Indian Museum shall prepare the final bill. The Bidder shall sign the Indian Museum’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. Indian Museum shall then arrange to make payment against the final bill. The Bidder shall not be entitled to make any claim whatsoever against Indian Museum under or arising out of this contract, nor shall Indian Museum entertain or consider any such claim, if made by the Bidder after he shall have signed a “No Claim certificate” in favour of the Indian Museum. 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 Indian Museum 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 Indian Museum 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 Indian Museum shall issue tax deduction certificate to the Bidder. The Indian Museum 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 Indian Museum registration Number under service tax and PAN (for TDS), as applicable.

25.2 Completion Certificate

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 Indian Museum. If the Indian Museum notices any incomplete item of works/services as per the contract or any defect, which is to be rectified by the Bidder, Indian Museum 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 Indian Museum the works/services as per the contract has been satisfactorily completed the Indian Museum 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 Indian Museum 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 over payment 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 Indian Museum or

may be adjusted against any dues of the Bidder. If any under payment is discovered, the Indian Museum 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 Indian Museum 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 Indian Museum 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 Indian Museum 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 Indian Museum 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 Indian Museum on any matter in question, disputes or differences, the Bidder may refer to the Indian Museum 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 Indian Museum 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, Indian Museum may appoint any person as Sole Conciliator or Sole Arbitrator, as the case may be. In case, the Director, Indian Museum 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 Indian Museum 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, Indian Museum for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Director, Indian Museum 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 Kolkata 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 Indian Museum 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 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 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 Indian Museum 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 Kolkata.

30. Addition of New Clauses

Notwithstanding the various sections/clauses in the Proposal Document to accomplish the desired task, the Indian Museum 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

1. The conditions of the Contract shall be General Conditions of Contract (herein after 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.

1.1 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.

1.2 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:

- 1.2.1 Letter of Acceptance of Proposal
- 1.2.2 Letter of invitation [Notice Inviting Request For Proposal]
- 1.2.3 Instructions to the Bidders/Bidders
- 1.2.4 Terms of Reference [Scope of Work]
- 1.2.5 Special Terms of the Contract
- 1.2.6 General Conditions of Contract
- 1.2.7 Technical Proposal
- 1.2.8 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 Indian Museum, and shall at all times support and safeguard the Indian Museum legitimate interests in any dealings with Sub Bidders or Third Parties.

2.2 If a Bidder/ Firm consider 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 Indian Museum 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 Indian Museum 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 Indian Museum as per the time schedule and activity programme agreed between the Bidder and Indian Museum. The monitoring schedule agreed shall be in written format.

**FORM OF AGREEMENT
(To be executed on Rs 100 Stamp Papers)
AGREEMENT**

THIS AGREEMENT made on _____ day of _____ (Month/year) between Indian Museum, 27, J. L. Nehru Road, Kolkata 700016 acting through (Director and his representatives, hereinafter called "Indian Museum") of the one part and _____ (name and address of the Bidder) (hereinafter called "the Bidder") of the other part.

WHEREAS the Indian Museum 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

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

3. In consideration of the payments to be made by the Indian Museum to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Indian Museum 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.

4. Indian Museum 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, Indian Museum)

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

Signed for and on behalf of the Indian Museum
in the presence of:

Witness:

Witness:

1.

1.

2.

2.

Evaluation of proposals**1. Evaluation of the work experience**

Evaluation of the Work Experience		
Sl. No.	Criteria	Marks
1	Experience in planning, designing and execution of at least two museums of International Standard	14 (07 marks against one work)
2	Experience in handling antiquities as per The Antiquities and Arts Treasure Act, 1972 (to be supported by relevant documents)	16 (08 marks against one work)
Total		30

2. Evaluation of the team component (please attach copies of qualification degree, experience certificate/s in respect of each member issued from their employer/s or completion certificate/s of the project undertaken by him/her)

Evaluation of the Team components		
Sl. No.	Criteria	Marks
1	Experienced Museologist	03
2	Archaeologist/Curator	03
3	Designer having experience of putting up exhibition/ organising museums, etc.	06
4	Architect	03
Maximum total marks		15

3. Evaluation of the Financial Soundness

Evaluation of the Financial Soundness		
Sl. No.	Criteria	Marks
1	Annual turnover during each of last three financial years (2017-18, 2016-17 and 2015-16)minimum Rs. 1,00,00,000/- Rs 1,00,00,000-Rs. 2,00,00,000 = 5 marks Rs 2,00,00,001-Rs. 4,00,00,000 = 10 marks Above Rs. 4,00,00,000 = 15 marks	15

4. Evaluation of technical presentation before the Consultative Evaluation Committee (Max. Marks - 40)

Evaluation of the Technical Presentation		
Sl. No.	Criteria	Marks
a	Design/ concept/ content development as per scope of work	10
b	Story line and its continuity from one gallery to another	05
c	Display technique (objects, design of showcases, pedestal, movement plan, narration, multi-media projection, audio guide, mobile app Bluetooth based Becon low energy etc.)	05
d	Publication (catalogue and coffee table book, etc.)	10
e	Illumination (layout and technology)	05
f	Time limits and capability of applicant/ agency to satisfy the queries raised by the committee towards bid documents/ power point presentation	05
Maximum total marks		40

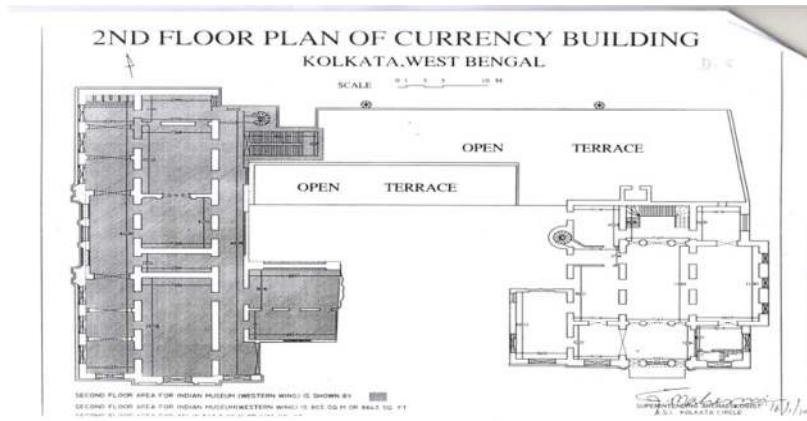
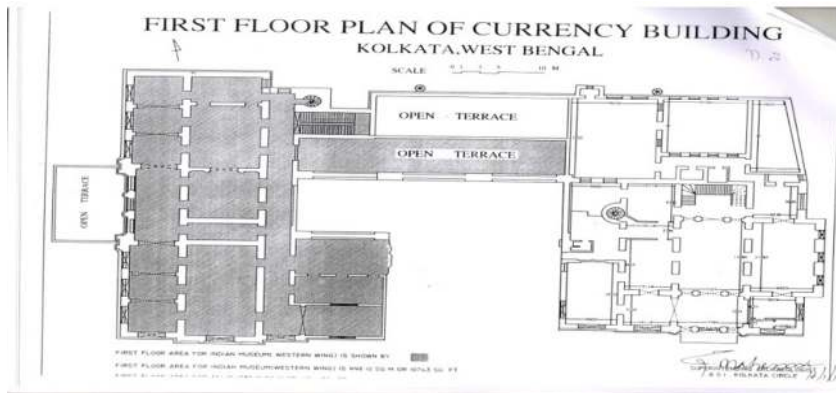
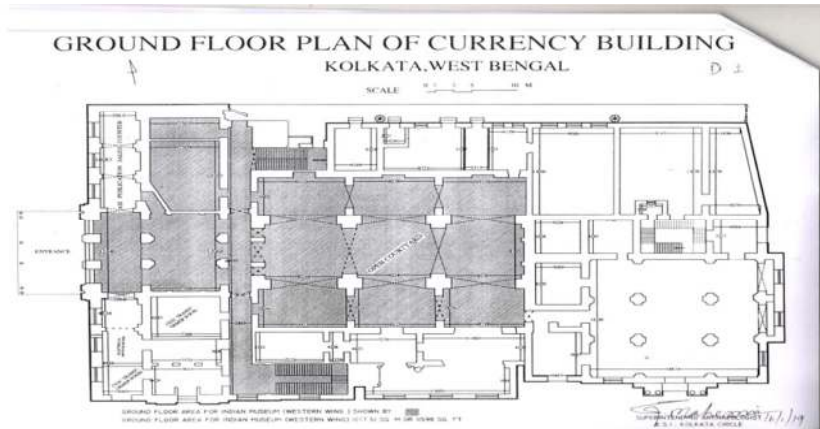
Eligibility Criteria for the Bidder

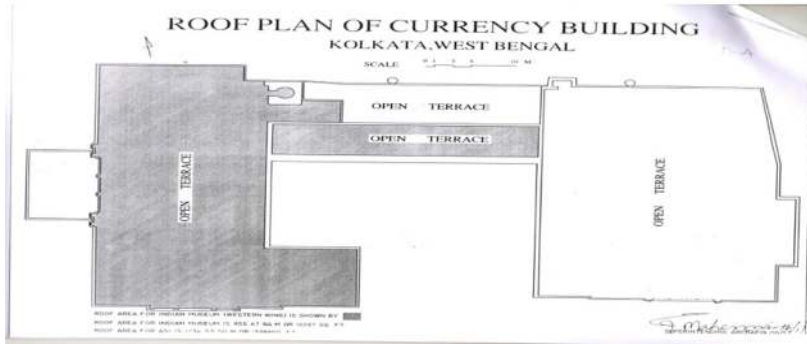
1. The bidder should be a company/ firm/ consortium with sound experience in performing the required job work as mentioned in the tender documents. In case of consortium, it should be formed by a legal instrument wherein responsibilities and liabilities of each party of the consortium should be specified in clear terms. A copy of the legal instrument has to be submitted.
2. The bidder must have last 3 years of experience of doing similar works of museum/ Exhibition works as well as in-house team of professionals as required for the job. Documentary proof must be enclosed with photographs and work orders.
3. The bidder must have minimum annual turnover of Rs.1,00,00,000/- during each year for last three financial years (2018-17, 2017-16 and 2016-15) and relevant professional experience of minimum 3 years. In case of consortium, the turnover and work experience of any partner of the consortium shall be taken in to account.
4. Bids for which EMD as per clause 8 of RFP are received on or before opening date of bids would only be considered for technical evaluation.
5. Bids for which signed copy of RFP as per clause 7.1 are either up-loaded on e-portal or received in hard copy on or before the day of opening of technical bids would only be considered for technical evaluation.

Annexure E

Sl. No.	Description of item/ work	Quantity	Cost/ Unit rate	Amount
1	Exhibition curated in Belvedere House	1		
2	Exhibition curated in Old Currency Building	1		
3	Govt. Taxes			
4	Total			

Annexure F





Belvedere House

