

Request for Proposal for Engagement of Firm/Agency for fabrication, supply, installation, commissioning and testing of Interiors and Museum Display Cases, Artifact installation, Signage, Artwork, Display Panels, Interactive & Lighting in specified galleries at Indian Museum, Kolkata including Operation and Comprehensive Annual Maintenance of the same for five years.

Reference Number – IM (T)/DRONAH/TENDER-23/1141

**Indian Museum
27, Jawaharlal Nehru Road
Kolkata 700 016
Date -31.01.2023**

Abbreviations

| | | |
|-----|-----------------|----------------------------------|
| 1. | EMD | Earnest Money Deposit |
| 2. | INR / Rs. | Indian Rupee |
| 3. | SLA | Service Level Agreement |
| 4. | T | Date of Signing of Contract |
| 5. | TENDER DOCUMENT | Request for Proposal |
| 6. | QCBS | Quality and Cost Based Selection |
| 7. | CA | Chartered Accountant |
| 8. | PAN | Permanent Account Number |
| 9. | GSTN | Goods and Service Tax Number |
| 10. | PSU | Public Sector Undertaking |
| 11. | FY | Financial Year |
| 12. | PBG | Performance Bank Guarantee |
| 13. | CV | Curriculum Vitae |
| 14. | LOI | Letter of Intent |
| 15. | EPC | Estimated Project Cost |
| 16. | IMK | Indian Museum, Kolkata |
| 17. | JV | Joint Venture |
| 18. | EMD | Earnest Money Deposit |
| 19. | MoC | Ministry of Culture |

Definitions

| | | |
|----|------------------------|--|
| 1. | Bidder | Bidder (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any eligible person or firm or company, including a consortium/joint venture (that is an association of several persons, or firms or companies), participating in a procurement process with a procuring entity |
| 2. | Indian Museum, Kolkata | Indian Museum, Kolkata |
| 3. | Successful Bidder | The Bidder to whom the contract is awarded and is fully responsible towards Indian Museum, Kolkata for providing Services as per the requirements and terms and conditions specified in this ‘Request for Proposal’. The term shall be deemed to include the Bidder's successors, representatives (approved by the Department), heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract. |
| 4. | Week | Designated time frame consisting of five days i.e. Monday to Friday excluding any Public Holiday as per declared by the Indian Museum, Kolkata |
| 5. | Day | Any day which is not a Saturday or Sunday or a public holiday (As declared by the Indian Museum, Kolkata). |
| 6. | Project | This means “ Engagement of Firm/Agency for fabrication, supply, installation, commissioning and testing of Interiors and Museum Display Cases, Artifact installation, Signage, Artwork, Display Panels, Interactive & Lighting in specified galleries at Indian Museum, Kolkata including Operation and Comprehensive Annual Maintenance of the same for five years ” |
| 7. | Designated Authority | The Director, Indian Museum, Kolkata |
| 8. | Similar Work | Similar work herein would mean work of execution of design of Museum and/or Experience Centre/Multimedia Cultural Heritage Projects which are permanent in nature, and includes the following works: <ul style="list-style-type: none"> • Static displays and museum display cases |

| | | |
|-----|--------------------------|--|
| | | <ul style="list-style-type: none"> • Museum Signage • Museum Lighting • Artworks and Dioramas • Audiovisuals and Interactives • Content Development and Research • Museum artefacts display |
| 9. | Confidential Information | Any information, technical data or know-how (whether disclosed before or after the date of this Contract), including, but not limited to, information relating to business and product or service plans, financial projections, business forecasts, sales and merchandising, human resources, patents, patent applications, computer object or source code, research, inventions, processes, designs, drawings, engineering, or that Successful Bidder acquires otherwise under this agreement, either directly or indirectly in writing, marketing or finance to be confidential or proprietary or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. |
| 12. | Applicable Laws | Laws and any other instruments having the force of law in India as they may be issued and in force from time to time. |

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1. DISCLAIMER AND DISCLOSURES

Bidders shall be deemed to have full knowledge of the requirements of the work. The Indian Museum, Kolkata (IMK) will not accept any responsibility or liability for any errors, omissions, inaccuracies, or errors of judgment with respect to information or materials provided in this Tender Document or otherwise, with respect to this Project. Although such information and materials are to the best of IMK's belief, however, their verification is the sole responsibility of the Bidder.

IMK, Kolkata has prepared this document to give background information on the captioned project to the interested bidders/agencies/contractors. While IMK has taken due care in the preparation of the information contained herein and believe it to be accurate, neither IMK nor any of its authorities or agencies or any of their respective officers, employees, agents, or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

While the purpose of this document is to provide the Bidders with information to assist the formulation of their proposals, this document does not claim to contain all the information the Bidders may require. Each Bidder must conduct its own analysis of the information contained in this document, visit the existing galleries of the Indian Museum, Kolkata and carry out its own investigation into the Project, the legislative and regulatory regimes which applies thereto. Respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by IMK in submitting the Tender. The information is provided on the basis that it is non-binding on IMK or any of its authorities or agencies or any of their respective officers, employees, agents, or advisors.

The Indian Museum, Kolkata shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution for unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender document or otherwise, including the accuracy, adequacy, completeness or reliability of the tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this tender document or arising in any way for participation in this Bid Stage. Neither the information in this tender document nor any other written or oral information in relation to the Bidding Process for implementing the Project or otherwise is intended to form the basis of or the inducement for any investment activity or any decision to enter any contract or arrangement in relation to the Project and should not be relied upon as such.

IMK reserves the right not to proceed with the project or to change the configuration of the Project, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any bidder submitting the Tender. No contractual obligation on behalf of IMK, whatsoever, shall arise from this Tender unless & until a formal contract is signed and executed by duly authorized officers of Indian Museum and the bidder in due course after the invitation of tenders. IMK may modify any / all the terms of this tender process giving due notification through the IMK's website (<https://indianmuseumkolkata.org/>).

IMK will not be liable for any costs incurred by the Bidders in the preparation of the Tender & its presentation. The preparation of Bidder's proposal will be made without obligation by the Indian Museum to acquire any of the items included in the Bidder's product, or to select any Bidder's proposal, or to discuss the reasons why a particular Bidder's proposal is accepted or rejected. All information included by the bidders in their proposal will be treated in strict confidence.

The Bidders are prohibited from any form of collusion or arrangement to influence the Selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of Indian Museum, Kolkata or to any other person in a position to influence the decision of the Indian Museum, Kolkata, for showing any favor in relation to this document or any other contract, shall render the Bidder to such liability/penalty as the Indian Museum, Kolkata may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Proposal Security.

This tender document and the information contained herein are **CONFIDENTIAL**.

2. NOTICE INVITING E-TENDER

Reference Number: IM (T)/DRONAH/TENDER-23/1141

Indian Museum, Kolkata invites online bids for “**Engagement of Firm/Agency for fabrication, supply, installation, commissioning and testing of Interiors and Museum Display Cases, Artifact installation, Signage, Artwork, Display Panels, Interactive & Lighting in specified galleries at Indian Museum, Kolkata including Operation and Comprehensive Annual Maintenance of the same for five years.**” Competent and eligible agencies/consultants/consortiums having experience of similar nature of work may download the tender documents from the Central Public Procurement Portal (CPPP): <http://eprocure.gov.in/eprocure/app> or from the Indian Museum, Kolkata’s website <https://indianmuseumkolkata.org/> as per the following schedule:

SCHEDULE:

| | | |
|---|------------|----------|
| Bid Document Published Date | 31.01.2023 | 1.00 pm |
| Bid Document Download Start Date | 31.01.2023 | 3.00 pm |
| Pre-Bid Clarification Start Date | 01.02.2023 | 11.00 am |
| Pre-Bid Clarification End Date | 07.02.2023 | 3.00 pm |
| Pre-Bid Meeting Date | 09.02.2023 | 11.00 am |
| Pre-Bid Clarification Submission Date by Indian Museum | 15.02.2023 | 3.00 pm |
| Bid Submission Start Date | 16.02.2023 | 11.00 am |
| Bid Submission End Date | 27.02.2023 | 3.00 pm |
| Technical (Techno-Commercial) Bid Opening Date | 01.03.2023 | 3.00 pm |
| Date of Technical Presentation to be made at Indian Museum, Kolkata | 13.01.2023 | 11.00 am |
| Financial Bid opening Date | 20.01.2023 | 11.00 am |

- i. Bidders are advised to visit the Indian Museum, Kolkata and ascertain the nature and quantum of work before tendering with prior permission from the authorities of the Indian Museum, Kolkata.
- ii. This Tender is an e-Tender and bids are to be submitted through CPP Portal <http://eprocure.gov.in> only. Bids submitted in physical forms will be summarily rejected.
- iii. The Indian Museum, Kolkata reserves the right to amend / withdraw any of the terms and conditions in the Tender Documents or to accept/reject any or all Tenders in full or part without giving any notice or assigning any reason.

Director
Indian Museum, Kolkata

3. INTRODUCTION

Indian Museum is the oldest and the largest museum of our country. Founded on 2nd February 1814 by Dr. Nathaniel Wallich, a Danish Botanist, the Indian Museum is the first Museum in the Asia-Pacific region and has played the role of a leader in setting the tone for the museum movement in the continent. In its more than two centuries of history, the Indian Museum, considered as the first National Museum in India, has grown enormously in terms of its collections and scope, and has now become one of the largest repository of the nation's cultural heritage. This multipurpose Institution with multidisciplinary activities is the pride of the nation being included as an Institute of National Importance in Article 62 of the Seventh Schedule of the Constitution of India. Indian Museum is visited by over 6.8 lakhs people every year. The proposed work is for execution of the recurated and redesigned selected gallery spaces of the museum. Broad objective will be to introduce modern display techniques and presentation of the artifacts, re-conceptualising of the galleries with emphasis on interpretation, build storyline with appropriate narrative with appropriate contextualization to achieve international standard in respect of design, display, and interaction. Since the museum is currently active, the execution of the museum will be carried out in phases, starting with the three galleries that are currently not in use or as may be communicated at the time of commencement of work. The gallery spaces under consideration along with their areas are mentioned below:

| Sr. No | Name of the Gallery | Area (in sq. m) | No. of objects to be displayed |
|--------|---|-----------------|--------------------------------|
| 1 | Entrance Foyer | 318 | 9 |
| 2 | Bharhut and Bodh Gaya | 225 | 350 (In Situ) |
| 3 | Gandhara School of Art | 165 | 88 |
| 4 | Numismatics (Coins) Gallery | 88 | 321 |
| 5 | Panorama of Indian Sculptural Art | 626 | 183 |
| 6 | Metal Sculpture Gallery | 162 | 158 |
| 7 | Gallery of Stone Age Cultures and Harappan Civilization | 709 | 500 (approx.) |
| 8 | Human Evolution Gallery | 150 | 40 objects and 100 replicas |
| 9 | Cultural Anthropology Gallery | 780 | 600 (approx.) |
| | TOTAL | 2514 | |

The gallery spaces will comprise of artefacts and replicas from three categories:

| | |
|---------------------|--|
| Archaeology | Pottery, Sculptures, Inscriptions, Bronze Sculptures, Terracotta, Buddhist Art, Stone & Bone Tools etc. |
| Anthropology | Stone tools, Skulls, Mask, Arms & Armour, Jewellery, Costumes, Decorative Art, Craft, large wooden boats, scaled models, mannequins etc. |
| Numismatics | Coins and Coinage, related items |

4. DOCUMENT CONTROL SHEET

| | | |
|----|--|---|
| 1 | Tender Inviting Authority Designation and Address | Director Indian Museum 27, Jawaharlal Nehru Road Kolkata 700 016 |
| 2 | a) Name of the Work | Engagement of Firm/Agency for fabrication, supply, installation, commissioning and testing of Interiors and Museum Display Cases, Artifact installation, Signage, Artwork, Display Panels, Interactive & Lighting in specified galleries at Indian Museum, Kolkata including Operation and Comprehensive Annual Maintenance of the same for five years. |
| | b) e-Tender Reference number | IM (T)/DRONAH/TENDER-23/1141 |
| 3 | a) Tender document availability | Can be downloaded from https://eprocure.gov.in/eprocure/app & https://indianmuseumkolkata.org |
| | b) Cost of E-Tender | Nil |
| | c) Tender Validity | 180 days |
| 4 | Publication of E-Tender | 31.01.2023 |
| 5 | Date, Time & Venue for PreBid meeting | Date & Time: 09.02.2023 at 11.00 am Venue: Hybrid Mode <ul style="list-style-type: none"> • Offline – Administrative Building, Indian Museum Kolkata • Online Google Meet link - https://meet.google.com/sdw-hhmj-xpa |
| 6 | Last date for clarification / queries | 07.02.2023 at 3.00 pm through email to indianmuseumkolkata2@gmail.com |
| 7 | Earnest Money Deposit | 2.5% of EPC |
| 8 | Earnest Money Deposit in favor of | In the form of DD Payable to Indian Museum Trust or Bank Guarantee as per Annexure 10.4 Bank Details of Indian Museum Trust – Name of Bank: State Bank of India Branch Address: Park Street Kolkata SB A/C No: 10959187290 IFSC Code: SBIN0000150 |
| 9 | Performance Bank Guarantee | 5% of the contract Value |
| 10 | Last date & time for submission of Bid | 27.02.2023 at 3.00 pm through e-tendering portal https://eprocure.gov.in/eprocure/app |
| 11 | Date & Time for Opening of Technical Bid | 01.03.2023 at 3.00 pm through e-tendering portal https://eprocure.gov.in/eprocure/app |
| 12 | Date & Time for the Technical | Date for Technical Presentation will be intimated through |

| | | |
|----|--|---|
| | Evaluation and Presentation | email to the eligible bidders for technical evaluation |
| 13 | Date & Time for Opening of Commercial Bids | Date for Opening of Financial Bid will be intimated through email to the technically qualified bidders. |
| 14 | Method of Selection | Quality and Cost Based Selection (QCBS) 70:30 |
| 15 | EPC | INR 29.29 Crores (inclusive of GST) |
| 16 | Work Completion Period | 12 months |

Note: All corrigendum / addendum / clarifications regarding this Tender Document shall be posted at <https://eprocure.gov.in/eprocure/app> and <https://indianmuseumkolkata.org>. No other communication or advertisement will be issued. Authority will not be responsible in case any bidder fails to upload the bid in stipulated time for any reason.

5. ELIGIBILITY CRITERIA

| Sl. No. | Basic Requirement | Specific Requirements | Documents Required |
|---------|----------------------|---|--|
| 1 | Legal Entity | The bidder should be registered under the Companies Act, 1956 or Companies Act 2013, OR A Partnership firm registered under Indian Partnership Act, 1932. OR A Limited Liability Partnership registered under Indian Limited Liability Partnership Act, 2008 OR a duly registered Proprietorship firm OR A Consortium/Joint Venture of two or more companies who are experts in different domains OR A Hindu Undivided Family (HUF) | <ul style="list-style-type: none"> • Copy of Certificates of incorporation and other related documents • Copy of Partnership Deed, if applicable • Copy of valid Registration Certificates • Copy of Agreement documents and consent letters and other documents of all the partners |
| 2 | Work Experience | The bidders should have minimum experience of 7 years in Museum and/or Multimedia Cultural Heritage Projects since their establishment / inception with at least one project executed in a graded Heritage Building. | Copies of work orders issued on them as well as copies of completion certificates of the same to establish the duration of experience |
| 3 | Financial Turnover | The Bidder (Lead Partner, in case of consortium) must have an average annual turnover of at least Rs. 20.5 crores (70% of EPC) for the financial years 2017-2018, 2018-2019 and 2019-2020. | A separate sheet should be attached duly attested by any Chartered Accountant / Statutory Auditor as per the format given in Annexure 10.5 and Audited Balance Sheets |
| 4 | Financial Net Worth | The net worth of the Bidder, as on 31st March 2022, should be Positive. | CA Certificate with CA's Registration Number/ Seal |
| 5 | Technical Capability | The bidder must have successfully completed similar projects in any geography as under- (i) One similar work executed, of not less than Rs.22 Cr during the last seven years OR (ii) Two similar works executed, of not less than Rs.14.60 Cr each during the last seven years OR (ii) Three similar works executed, of not less than Rs.11.70 Cr each during the last seven years “Similar Work” is defined at Page No.3 in the | Letter of Intent / Work Order plus Work Completion Certificates from the client as per format given in Annexure 10.3 ; |

| | | Tender Document | |
|---|--------------------------------|---|---|
| 6 | Human Resource Capability | <p>The bidder should have on-board professionally qualified human resource in the following categories</p> <ol style="list-style-type: none"> i. Creative Director (Team Leader) ii. Site-in-Charge iii. Technical Directors (Electronics/Computers) iv. Technical Directors (Lighting designer/Architecture/Fabrication expert) v. Script Writers/Subject Experts vi. Graphic designers and animation experts vii. Artists with experience in their respective art work, scenography artwork, dioramas, etc. viii. Museum Artefact Handler ix. Art Conservator specializing in conservation of stone sculptures x. Other Manpower as per requirement of the project. | <p>Experience and credentials will be taken into account. Provide a single page Bio-data highlighting their past work experience along with the proof as per format given in Annexure 10.7</p> |
| 7 | Tax registration and clearance | <p>The bidder should have a valid -</p> <ol style="list-style-type: none"> i. GST Registration ii. PAN <p>The bidder should have cleared his GST dues up to 31-03-2021 to the Government</p> | <ol style="list-style-type: none"> (i) Copies of relevant certificates of registration (ii) GST clearance certificate from the GST Officer of the Circle concerned |
| 8 | Mandatory Documents | <p>i. Receipt of DD/Bank Guarantee for EMD</p> | <p>Bank Guarantee as per the format given in Annexure 10.4</p> |
| | | <p>ii. Authorization for the signatory signing the Bid on behalf of the Bidder by the Board of Directors/Partners of the Bidder to sign the Bid on their behalf.</p> | <p>Self-attested copy of Power of Attorney / Board Resolution executed by the bidder in favour of authorized signatory.</p> |
| 9 | Mandatory Undertaking | <p>Bidder should:-</p> <ol style="list-style-type: none"> a. Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b. Not have, and their Directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant | <p>A notarized affidavit as per Annexure 10.2</p> |

| | | | |
|--|--|--|--|
| | | to debarment proceedings; | |
| | | <p>c. Not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>d. Comply with the code of integrity as specified in the bidding document.</p> <p>e. Not be barred/blacklisted/put on Holiday or Contract discontinued / terminated / scope curtailed / restricted due to non-performance / unsatisfactory performance of assigned projects by any State Government (SG) or Union Territory (UT) or Government of India (GOI), or any of the agencies of SG/UT/GOI or any of the Universities of SG/UT/GOI as on bid due date or pending investigations, will not be eligible to participate in this Tender document.</p> <p>f. Have neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement or have had any agreement terminated for breach.</p> | |

Note:

1. Any Bidder not meeting even one of the qualification criteria as mentioned below shall be summarily rejected.
2. In the case of Consortium/Joint Venture participating in this tender document, the works of all the individual members of the Consortium/Joint Venture done independently will be considered as valid work experience.
3. If any bidder has executed the similar work as a part of a Consortium / Joint Venture in the past then the work experience of the bidder shall be considered as valid only if all the Consortium / Joint Venture partners are participating together in the present tender document also. However, no bidder applying individually or as a member of a Joint Venture or Consortium, can be a member of another Joint Venture or Consortium.
4. The details of qualifying works/projects shall be furnished as per the proforma in given in **Annexure-10.3** and if required the bidder shall also facilitate inspection of the above qualifying project(s) by Indian Museum officials or the authorized committee constituted by Indian Museum to ascertain the performance of the system.
5. The Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in this Document. The Bidder must also

possess the administrative capability, technical know-how and the financial wherewithal that would be required to successfully undertake the Project for the entire period of the Contract. The Bids must be complete in all respects and should cover the entire Scope of Work as stipulated in this Tender document.

6. Only agencies/ firms who meet the given minimum qualifying criteria are eligible to apply and agencies/ firms which do not meet the necessary eligibility criteria will not be considered for further evaluations.

6. SCOPE OF WORKS AND STAGES OF DELIVERABLES

6.1 Prototyping and approval of all material

The Detailed Project Report (DPR) and preliminary drawings of the interior of the museum are attached in **Annexure 10.9** and **Annexure 10.10** respectively.

- 6.1.1. The Bidder shall procure sampling material of approved makes (Refer **Annexure 10.11**) for all items including, but not limited to wood, plywood, laminates, solid acrylic surface, ACP, PU finish, veneer, stone, quartz, marble, glass, clamps, hooks, acrylic, canvas, stretch fabric, paint, printing and pasting material, projector, Touch screen, lighting, etc.
- 6.1.2. The Bidder shall also create on site prototype of specific exhibits as per requirement of the Indian Museum, Kolkata.
- 6.1.3. The Indian Museum, Kolkata or its nominee scrutinize the sampling material for quality check and shall accord approval on the specification of all such materials.

6.2 Removal, packing, shifting and storage of Artefacts including Documentation and Condition Report of all Artefacts

6.2.1 The Bidder shall carefully remove, pack, shift, store the movable artefacts and provide special covering for the immovable artefacts with complete documentation of the movement of objects under supervision of the staff at Indian Museum

6.2.2 Documentation will include high resolution photography and videography of all the objects including a condition report of each artefact to be submitted prior to removal/covering of the artefacts.

6.2.3 The photography and videography of the artefacts will follow the guidelines mentioned below:

6.2.3.1 No extraneous materials such as water, oil, grease or like shall be applied on the object or part thereof

6.2.3.2 The photography and filming shall be carried out only in the presence of the concerned museum in-charge

6.2.3.3 Use of any artificial lights (except existing museum lights) including flash-light synchronised with the exposure of camera is prohibited on materials extremely susceptible to light damage category

6.2.3.4 Photography and filming shall not obstruct or hamper or limit the movement of

visitors who may be within the precincts of the museum. It shall not restrict the accessibility of exhibitions, entrances/ exits, doorways, pathways and high traffic areas.

6.2.4 The Bidder will be responsible for procuring Insurance for the artefacts while those are being handled by the agency, the premium for which will be paid by Indian Museum.

6.2.5 Dismantling and removal of existing display cases, including glass, solid acrylic surfaces, MS frame/19 mm ply, etc., in the galleries indicated in the BOQ, the price of which is to be deducted from the estimated project cost.

6.3 Submission of Final Working Drawings including all specifications as per material approved

6.3.1 The Bidder shall create detailed shop drawings using the working drawings supplied by the consultants, approved material specifications and requirements and findings on site.

6.3.2 The drawings shall include detailed fabrication specifications, mechanical / Lighting Design/ Interactive (Audio & Video) SLD plans provisioning wherever required, plan / section / elevations such that every exhibit is clearly explained.

6.3.3 The drawings shall be complete in all respect in a way that the integration/installation of all hardware/technology is seamless and the final aesthetic output is achieved with provision of proper ventilation wherever necessary.

6.4 Supply/Procurement of IT, electronic and electrical hardware equipments and special exhibits

6.4.1 The Bidder shall procure all the hardware for installation including 5 year warranty.

6.4.2 The Bidder shall provide required peripheral device/support hardware, if any.

6.4.3 All hardware supplied by the bidder shall be new and conform to the latest Indian Standards. All packed items shall arrive at site in original packing only. Any items found defective or damaged shall be replaced by the bidder at its own expense.

6.5 Execution of all galleries (Fitout), which includes fabrication of all Galleries, Installation and Testing of all IT, electronic, electrical hardware, special exhibits and other related works

6.5.1 The Bidder shall procure all the required materials for interior fabrication.

6.5.2 The Bidder shall do installation, testing of hardware (electronic and electrical) as per

approved drawings.

6.5.3 The Bidder shall do installation, testing of special exhibits.

6.5.4 The Bidder shall execute all the interior work as per approved working drawings.

6.5.5 The bidder shall print and paste/install all graphics as per approved material.

6.5.6 Carefully shifting and placement of Artefacts

- (i) The Bidder shall engage a specialized agency under the supervision of an experienced art conservator to execute the safe transfer and placement of the selected artefacts from storage and dismantle the special covering of the immovable artefacts with safety measures as per guidelines of the Ministry of Culture and complete documentation of the movement of objects under supervision of the staff at Indian Museum.
- (ii) Documentation will include high resolution photography and videography of all the objects including a condition report of each artefact to be submitted after the appropriate placement of the objects
- (iii) Documentation guidelines are mentioned in Section 6.2.3
- (iv) Final payment for artefacts display to bidder will be based on the number of artefacts relocated. Hence, bidder may quote item wise rate for both situations.

6.6 Supply, Installation, Testing and Commissioning of working software and content on all installed hardware

6.6.1 The Bidder shall create a detailed Functionality Required Document (FRD) for all the exhibits which have technology installations.

6.6.2 Bidder shall create an app to monitor the status of the exhibits from the mobile App.

6.6.3 The Bidder shall undertake development and subsequent installation, testing and commissioning of all the software on the hardware to be installed by the bidder in the Museum.

6.6.4 The Bidder shall ensure that there are no fraudulent practices or unlicensed software being used in any technology exhibit.

6.6.5 Any license required for the software shall be purchased by the bidder.

6.6.6 Bidder shall submit the warranty card and perpetual license keys of Software of all the equipments, wherever applicable to the Indian Museum, Kolkata while submitting the bill for payment.

6.7 Launch of museum, Submission of completion report and Final Working Drawings

- 6.7.1 Once, the Indian Museum approves the interior execution and the museum is ready to launch, the bidder shall ensure that the launch event of the museum shall go smoothly.
- 6.7.2 The Bidder shall make the revisions in the working drawings which are observed/executed during execution and submit the same to the Indian Museum, Kolkata.
- 6.7.3 The Bidder shall submit a completion report detailing out all the activities carried out by the bidder.

6.8 Operation & Comprehensive Annual Maintenance for 5 years

- 6.8.1 Comprehensive Annual Maintenance
- (i) The executing agency shall maintain all fit outs and hardware (including static displays and museum display cases, museum signage, museum lighting, artworks and dioramas and other components installed by the agency) in good condition that are installed by the bidder in the museum for a period of five years from the date of launch of the museum. Repair and restoration of all components installed by the agency should be taken care by the agency during the period of operation of maintenance contract.
 - (ii) Reporting of software defect, software bugs to the bidder, so that the bidder shall rectify the same in the allotted Turn Around Time (TAT), which shall be 7 days. If any defect requires more than 7 days, the bidder shall send detailed reasons to the Indian Museum, Kolkata within the first 7 days of the defect.
 - (iii) Reporting of hardware defect: Replacement of any non-functional equipment, the successful bidder shall replace them with same equipment or equipment with higher specification which matched with the existing setup with the approval from the appropriate authorities within 7 (seven) days.
 - (iv) Any warranty/repair claims to be done from OEM are the responsibility of the bidder.
- 6.8.2 The bidder shall employ requisite staff in museum premises for a period of five years from the date of launch of the museum to achieve following tasks:
- (i) Technical personnel for maintenance of all IT, electronics, electrical and mechanical hardware and galleries – 2 nos.
 - (ii) Technical personnel for maintenance of all software – 1 nos.
 - (iii) Site-in-charge – 1 nos.

7. PAYMENT TERMS

The following Payment Terms shall be adhered to:

- Payment to the successful bidder shall be released as per actual work carried out. The bidder shall submit Bills along with complete measurement sheets and report based on joint inspection with appointed staff of Consultant and the Indian Museum.
- For all the Audio-Visual and Interactive equipment, 70% of the quoted cost will be released after supply of the equipment, while the remaining 30% will be released after installation, testing and commissioning.
- 10% of the total contract value (except Operation and Comprehensive Annual Maintenance for 5 years) shall be released after Stage 6.7 - Launch of museum, Submission of completion report and Final Working Drawings.
- Cost quoted for Stage 8 - Operation & Maintenance for 5 years, will be paid half-yearly in equal instalments (contract value of only Operation & Comprehensive Annual Maintenance for 5 years) at the end of every six months during the entire period of five years.
- Bills shall be submitted once in two months. Indian Museum shall release payment within 21 days of receipt of invoice.
- The Indian Museum, Kolkata reserves the right to deduct a portion of the agreed payment of the successful Bidder, in case of any deficiency in the services rendered as per Section 6 of this document.

8. BID EVALUATION

8.1 Indian Museum, Kolkata reserves the right to cross verify the documents/credentials with the bidder. The Documents submitted by the Bidder should clearly depict the credential/criteriaas required, failing which the document shall not be considered for evaluation.

8.2 Technical Evaluation sheet

| Sl. No. | Evaluation Criteria | Marks | Max. Marks | Supporting Document |
|---------|---|---|------------|--|
| 1. | Work experience of agency in executing similar completed works in the last 7 years. | 7 Years - 7 More than 7 years up to 10 years 9 More than 10 years 10 | 10 | Copies of work order, completion certificate, company registration etc. to establish the legal existence of the company (Lead partner, in case of JV / Consortium). |
| 2. | Support Team | <p>Creative Director, (Team Leader) having experience in leading the team for execution of similar nature of work</p> <p>Experience \geq 6 Project 5 Experience \geq 3 Project < 6 Project 3</p> <p>Site-in Charge</p> <p>Experience \geq 4 Project 3 Experience \geq 2 Project < 4 Project 2</p> <p>Technical Director - Electronics /Computer Engineer (having BE/BTech. degree in Electronics Engineering) Experience \geq 4 Project 3 Experience \geq 2 Project < 4 Project 2</p> <p>Technical Director – Architect /Mechanical Engineer (having B. Arch degree or BE/B Tech</p> | 25 | CV of the key personals as per format mentioned in Annexure 10.7 along with experience certificate from all the employers to support total years of experience / total number of projects worked on. In case qualification is also required, the proof of qualification shall also be submitted. If the personnel engaged by the Firm are not shown in the |

| | | | | |
|----|--|---|-----------|---|
| | | <p>Degree in Mechanical Engineering)</p> <p>Experience >= 4 Project 3</p> <p>Experience >= 2 Project < 4 Project 2</p> <p>Script Writer/Subject Experts</p> <p>Experience >= 6 Years <10 Years 2</p> <p>Experience >= 3 Years <6 Years 1</p> <p>Graphic designers/computer animation designers/film makers</p> <p>Experience >= 4 Project 2</p> <p>Experience >= 2 Project < 4 Project 1</p> <p>Artists with experience in scenography artwork, dioramas, etc.</p> <p>Experience >= 4 Project 3</p> <p>Experience >= 2 Project < 4 Project 2</p> <p>Museum Artefact Handler</p> <p>Experience >= 7 years 2</p> <p>Experience >= 5 years < 7 years 1</p> <p>Art Conservator</p> <p>Experience >= 4 Project 2</p> <p>Experience >= 2 Project < 4 Project 1</p> | | Payroll and are engaged for this specific project, they need to submit an undertaking as per the format prescribed that they will remain with the project till the project is over. |
| 3. | <p>Financial Soundness (average annual turnover [of Lead Partner in case of consortium] during the last three years (2019-20,</p> | <p>a. For average annual turnover Rs.15.00 Crore 7</p> <p>b. For average turnover more than Rs.15.00 Cr. 1 additional mark for Rs.2 cr. each. 1 each</p> <p>Maximum Marks - 10 marks</p> | 10 | Turnover certificate audited by statutory auditor mentioning average turnover of the 3 financial years along with Audited Balance sheet and Profit & Loss account statements. In case of JV/ Consortium, average annual |

| | | | | |
|----|---|---|-----------|--|
| | 2018-19 and 2017-2018) | | | turnover of lead partner will be considered. |
| 4. | Similar Work Experience | <ul style="list-style-type: none"> For one similar completed works having value \geq Rs. 19.5 Cr - 7 For two similar completed works having value \geq Rs 13.00Cr <19.5 Cr 3.5 for each Project For three similar completed works having value \geq Rs 10.00Cr <13.00Cr 2.5 for each Project <p>Maximum Marks - 10 marks</p> | 10 | <p>Copies of the work order along with the completion certificate, as per the format in Annexure 3. If the work order includes scope other than similar nature, then the bidder shall give cost breakup of the complete value of work order, while indicating the value from similar nature scope.</p> <p>In case of JV/Consortium, work experience of all the partners will be considered.</p> |
| 5. | Operation and Maintenance experience for similar permanent exhibitions / museums. | <ul style="list-style-type: none"> Minimum 2 projects 3 1 mark for each additional project 1 <p>Maximum Marks - 05 Marks</p> | 05 | <p>Copies of the work order along with the completion certificate for operation and maintenance of similar permanent exhibitions/museums.</p> <p>If the work order includes scope other than similar nature, then the bidder shall</p> |

| | | | | | |
|----|--|---|----|-----------|--|
| | | | | | give cost breakup of the complete value of work order, while indicating the value from similar nature scope. |
| 6. | Technical presentation before the Technical Evaluation Committee | <p>a. Working plan and Audio/Video presentation with executed samples for the following exhibits:</p> <p>i) Projection of magnified images of selected artefacts at Bharhut and Bodh Gaya Gallery OR Hologram at Metal Sculpture Gallery</p> <p>ii) FRP Low Relief Mural at Bharhut and Bodh Gaya Gallery</p> | 15 | 40 | Technical Presentation as per the criteria. |
| | | b. Working Methodology and approach | 10 | | |
| | | c. Technology adopted / quality of equipment | 5 | | |
| | | d. Samples of earlier similar work | 10 | | |

Note: Only those bidders whose absolute technical score is 75 or more shall be considered by Indian Museum, Kolkata for further evaluation. In addition, evaluations will be based on documentary evidence submitted by the Bidders and presentation before the Indian Museum, Kolkata.

8.3 Financial Bids

The Bidder should submit the financial bid as per the format given in **Annexure 10.13**. The Indian Museum, Kolkata will determine whether the Financial Bids are complete, i.e. whether the Bidder

has included all components as per the tender document. All price bids shall include all taxes, etc. The price schedule shall also have the indicative price break-ups. No assumptions shall be allowed and the financial bid should be complete in all respects.

8.4 Overall Ranking:

- The bids will be evaluated on Quality and Cost Based Selection method (QCBS).
- Final selection will be made on the basis of quality and price by giving 70:30 weightage to the technical and financial score respectively. Then agency will be ranked on the basis of total score on weighted technical and financial score. The agency securing Rank 1 shall be selected for allocation of work.
- The combined result of the technical and financial bids will determine the final, overall ranking. The method for obtaining the overall ranking will be as follows:

$$\text{Final Marks} = (C_{\text{low}} / C) * 30/100 + (T / T_{\text{high}}) * 70/100$$

| | |
|-------------------------|------------------------------------|
| C_{low} | Lowest Price Bid |
| C | Price of the Current Bid |
| T_{high} | Highest Technical Score Obtained |
| T | Technical Score of the Current Bid |

8.5 Award of Contract

- i. Notification to Bidder: Indian Museum, Kolkata will notify the successful Bidder online that its proposal has been accepted. The notification of award, termed as Letter of Intent or LOI in sections to follow, will lead to the signing of the Contract. Upon the successful Bidder's furnishing of performance bank guarantee, Indian Museum, Kolkata will promptly notify each unsuccessful Bidder online and EMD will be returned as per the Tender Document.
- ii. Signing of the Service Level Agreement:
 - a. Indian Museum, Kolkata shall enter into a Contract, incorporating all Agreements, as specified in this document, with the successful Bidder. The successful bidder shall sign the agreement within 7 business days of award of contract.

iii. Validity of the Service Level Agreement

- a. The Agreement will be valid till the completion of work.

iv. Expenses for the Service Level Agreement

- a. The incidental expenses of execution of Contract shall be borne by the successful Bidder.

9. INSTRUCTIONS TO BIDDERS

9.1 Precautions for Heritage Building

The Bidder shall carry out the execution of all works in compliance with the **guidelines for Heritage Buildings in Kolkata (Grade I Heritage) laid-down by Kolkata Municipal Corporation**. Precautionary measures must be taken to ensure that no damage is caused to the heritage fabric, historic character, and significance of the Indian Museum while execution, operation or maintenance of the project.

9.2 General Information and Instructions to the Bidder for Online Submission of Bid

1. The instructions given herein will be strictly binding on the bidders and deviation, if any will make the tender or tenders liable to be considered invalid. Tenders incorporating additional conditions by the bidder are liable for rejection.
2. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. No bid documents shall be accepted manually. The Indian Museum, Kolkata shall not be responsible for bids submitted manually and they will be summarily rejected.
3. The “Instruction for Online Bid Submission” should be strictly followed during submission of the Bid.

(i) Instruction for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. For more details https://eprocure.gov.in/cppp/hassle_free_bid_submission.pdf

(ii) Information for Registration:

Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL:

<https://eprocure.gov.in/eprocure/app?component=%24WebHomeBorder.%24WebRightMenu.%24DirectLink&page=Home&service=direct&session=T>)

(iii) Information for Digital Signature Certificate (DSC):

The Bidders should have a Digital Signature Certificate (DSC) for filling up the Bids.

The person signing the tender documents should be authorized for submitting the online e-tender. For more information:

<https://eprocure.gov.in/eprocure/app?page=DSCInfo&service=page>

(iv) Searching for Bid Notice and Tender Document

There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

(v) Assistance to Bidders

- Any enquiries relating to the tender document and the terms and conditions contained therein send an email to indianmuseumkolkata2@gmail.com cc: archaeologist4n@gmail.com and satyakamsen@gmail.com
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal helpdesk. The contact number for the helpdesk is 1800 233 7315.

9.3 Rejection of Bids: Canvassing by the Bidder(s) in any form, unsolicited letter and post tender correction may invoke summary rejection. Conditional tenders will be rejected. Noncompliance of applicable General Information and Instructions will disqualify the Bid.

9.4 The Bidders shall fill up the Prescribed Format for submission of Technical (Techno-commercial) Bid as per “**Annexure-10.1**” format duly signed by the authorized signatory. The person signing the tender document should be authorized for submitting the online e-tender.

9.5 Tender must be uploaded in two separate covers marked **Cover-1** (Technical Bid) and **Cover-2** (Financial Bid/BOQ). The contents of Cover-1 and Cover-2 shall be as follows:-

Cover-1

- i)** “Technical (Techno-Commercial) Bid” (as per **Annexure 10.1** format) duly filled in and digitally signed with an official stamp.
- ii)** All relevant documents related to “Technical (Techno-commercial) Bid” as per “**Annexure-10.1**”.
- iii)** Duly filled in Agency Experience (Private/PPP/JV/Consortium Projects) as per **Annexure –10.3**

- iv) Duly filled in and certified summary of Turnover details as per Annexure – 10.5
- v) Duly filled in details of key team members as proposed by him for deployment on site for successful completion of the project as per Annexure–10.7
- vi) Duly signed consent letter from Subject Experts as per the format given in Annexure – 10.8

Cover-2

- i) The “Financial Bid (BOQ)” (as per Detailed Scope of Work) i.e. Schedule of Price Bid in the item wise tabular format duly filled in and digitally signed – Annexure – 10.13

9.6 Authorities of the Indian Museum, Kolkata reserves the right to reject or accept any or all tenders wholly or partially without assigning any reason whatsoever, feels fit.

9.7 All information supplied by bidders shall be treated as contractually binding on the bidders on successful award of the assignment by Indian Museum, Kolkata on the basis of this tender.

9.8 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Indian Museum, Kolkata. Indian Museum, Kolkata may cancel this Tender document at any time prior to a formal written contract being executed by or on behalf of Indian Museum, Kolkata.

9.9 This Tender document does not constitute an offer by Indian Museum, Kolkata. The bidder’s participation in this process may result in Indian Museum, Kolkata selecting the bidder to engage towards execution of the contract.

9.10 Validity of Bids

- The Bids should remain valid for 90 days from the date of opening of the financial bid.
- In exceptional circumstances, the Indian Museum, Kolkata may solicit the bidder’s consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request. A bidder granting the request will not be permitted to modify its Bid.
- Indian Museum, Kolkata reserves the right to annul the tender process, or to accept or reject

any or all bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such a decision.

9.11 Amendment to the Tender document

- Amendments necessitated due to any reasons, shall be made available on the website only as mentioned above. It shall be the responsibility of the bidders to keep on visiting the website to amend their bids incorporating the amendments so communicated through the website. Indian Museum, Kolkata shall not be responsible for any oversight or negligence on the part of the bidders on the amendments to the terms and conditions of the tender document and notified through the website.
- The corrigendum (if any) & any other related communication regarding this tender shall be posted only on the website mentioned above and no separate communication either in writing or through email will be made to any interested/ participating bidders.
- Any such corrigendum(s) or addendum(s) or clarification(s) shall be deemed to be incorporated into the tender document.
- Indian Museum, Kolkata, at its discretion and at any moment of time, may extend the last date for the receipt of Bids.

9.12 Clarifications on Submitted Bids

- During the process of evaluation of the Bids, the Indian Museum, Kolkata may, at its discretion, ask Bidders for clarifications on their bids. The Bidders are required to respond within the prescribed time frame given for submission of such clarification.

9.13 Earnest Money Deposit

- The bidder shall furnish EMD as per the **Annexure 10.4**, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet.
- The EMD shall be in Indian Rupees and the bidder has to pay through online mode.
- EMD of the successful bidder will be released after the successful bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG) as performance security.
- EMD of all unsuccessful bidders would be released by Indian Museum, Kolkata as promptly as possible after the signing of the agreement with the successful bidder.

- The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.
- The bidders registered with National Small Scale Industries Corporation (NSIC)/ MSME for the Tendered item under single point registration scheme and desirous of claiming exemptions available to such units on EMD, should submit a copy of each of their valid NSIC / MSME certificate.
- The EMD will be suspended on account of one or more of the following reasons
 - Bidder withdraws its bid during the validity period specified in the Tender document
 - Bidder does not respond to requests for clarification of its bid.
 - Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - In case of a successful bidder, the said bidder fails to sign the contract in time; or furnish Performance Bank Guarantee in time.

9.14 Disqualifications

Indian Museum, Kolkata may at its sole discretion and at any time during the evaluation of Bids, disqualify any Bidder, if the Bidder has:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- Exhibited a record of poor performance such as abandoning work, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- Failed to provide clarifications related thereto, when sought;
- Submitted more than one Bid (directly/in-directly);
- Declared ineligible by the Government of India/State/UT Government for corrupt or fraudulent practices or blacklisted.
- Engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- Made material misrepresentation or has given any materially incorrect or false information.
- Submitted a bid with price adjustment/variation provision.
- Documents are not submitted as specified in the Tender document.
- Suppressed any details related to the bid.

- Submitted incomplete information, subjective, conditional offers and partial offers submitted or Not submitted documents as requested in this document
- Submitted bid with lesser validity period
- Any non-adherence/non-compliance to applicable Tender document content

9.15 Deviations

- Bids submitted with any deviations to the contents of the Tender Document will be considered as non-responsive. No deviation(s) / assumption(s) / recommendation(s) shall be allowed with the bid. Bidders must ensure that pre-bid meeting is attended by their authorized representatives so that all clarifications and assumptions are resolved before bid submission

9.16 Clarification on Tender Document

- The bidders requiring any clarification on the bid/ Tender document may submit its queries on or before _____:

| Sl.No | Page No. | Tender document Clause No. | Clarification/Request Sought |
|-------|----------|----------------------------|------------------------------|
| 1. | | | |
| 2. | | | |

9.17 Performance Bank Guarantee

- The Performance Bank Guarantee shall be submitted by the successful bidder in favour of Indian Museum, Kolkata in two stages as follows:

| Sl. No | Value | Start | Expiry | Claim Period | Return |
|--------|---|---|---------|-----------------------------|-------------------|
| 1 | 5% of the contract value (excluding Operation and Comprehensive Annual Maintenance for 5 years) | 7 days from the Date of letter of Award | 5 years | 6 months beyond expiry date | Post claim period |
| 2 | 5% of the value of Operation and Comprehensive Annual | 7 days from the launch of the museum | 5 years | 3 months beyond expirydate | Post claim period |

| | | | | | |
|--|-------------------------|--|--|--|--|
| | Maintenance for 5 years | | | | |
|--|-------------------------|--|--|--|--|

- Performance Bank Guarantee shall be rounded off to the nearest thousand Indian Rupees and made from a Scheduled Commercial Bank in India in favour of “_____”. It should be in the form of an unconditional, irrevocable, and continuing Bank Guarantee as per **Annexure 10.6**.
- That failure of the “Successful Bidder” to submit Performance Bank Guarantee as per the terms of this clause, shall result in annulment of the award of the contract and forfeiture of the EMD.
- Performance Bank Guarantee would be returned only after adjusting or recovering any dues recoverable/payable from/by the Bidder including but not limited to any claims, losses, damages, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations on any account under the contract. EMD of the successful bidder will be returned on the submission of performance bank guarantee.

9.17 Signing of the Contract

- The Successful Bidder will sign the contract with Indian Museum, Kolkata within 7 working days of the release of notification and submission of Performance Bank Guarantee.
- After signing of the contract, no variation or modification of the terms of the contract shall be made except by mutual written amendment signed by both parties.

9.18 Fraud and Corrupt Malpractices

- All Bidders must observe the highest standards of ethics during the process of selection of “Successful Bidder” and during the performance and execution of contract.
- For this purpose, definitions of the terms are set forth as follows:
 - **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the actions of the Indian Museum, Kolkata or its personnel in contract executions.
 - **"Fraudulent practice"** means a misrepresentation of facts, in order to influence a selection process or the execution of a contract and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or noncompetitive levels and to deprive Indian Museum, Kolkata - of the benefits of free and open competition.
 - **"Unfair trade practice"** means supply of services different from what is ordered on, or

change in the Scope of Work.

- **“Coercive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of a contract.
- Without prejudice to the rights hereinabove the Indian Museum, Kolkata will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to have been engaged in corrupt, fraudulent, unfair trade or Coercive practices.
- Indian Museum, Kolkata will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if the bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

9.19 Waivers

- Indian Museum, Kolkata may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

9.20 Confidentiality

- The Successful Bidder and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or of the Indian Museum, Kolkata or operations without the prior written consent of the Department unless it is directed to do so by any statutory entity that has the power under law to require its disclosure.
- All technical drawings and specifications provided to the Bidders by the Indian Museum, Kolkata are the sole proprietorship of the Indian Museum, Kolkata.
- The Successful Bidder will be responsible for copyright issues concerning usage of images, footage, text material, etc. obtained through various sources. Indian Museum, Kolkata will not be a party to any disputes arising out of copyright violation by the Successful Bidder.

9.21 Duties, Taxes and Statutory Levies

- The Bidder shall bear all taxes levied or imposed on account of payment received under this

Contract.

- The Bidder shall bear all corporate taxes, levied or imposed on account of payments received from the Indian Museum, Kolkata for the work done under this Contract.
- The bid amount shall be exclusive of Goods & Services Tax (“GST”). The Indian Museum, Kolkata shall pay the GST amount as and where applicable at the prevailing rate and at actuals. However, other than GST, the bidder shall bear all other taxes and duties etc. levied or imposed under the Contract for submission of final price bid, i.e., on account of payments received by him for the work done under the Contract. It shall be the responsibility of the Bidder to submit to the concerned tax authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide such information to the Indian Museum, Kolkata from time to time, as it may be required in regard to the Bidder’s details of payment made by the Indian Museum, Kolkata under the Contract for proper assessment of taxes and duties. The amount of tax withheld by Indian Museum, Kolkata shall at all times be in accordance with Indian Tax Law and will furnish to the Bidder original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.
- The Bidder shall be solely responsible for the payment /fulfillment of its tax liabilities and obligations under the Income Tax Act and other such laws in force and Indian Museum, Kolkata shall not bear responsibility for the same.

9.22 Joint Ventures / Consortium

- Joint Venture/ Consortium with a maximum of two partners will only be allowed.
- The annual turnover of the lead partner would be considered for the technical evaluation.
- In the case of Consortium/Joint Venture participating in this tender document, the works of all the individual members of the Consortium/Joint Venture done independently will be considered as valid work experience
- None of the members of the Joint Venture/ Consortium should be a blacklisted entity.
- The roles and responsibilities of each member in the Joint Venture/ Consortium needs to be defined and submitted to the Indian Museum, Kolkata.
- Lead Partner must be registered in India as per the applicable laws.
- Foreign Bidders are allowed to participate in the bid subject to Lead Partner is a Firm registered in India under applicable laws for this purpose.

9.23 Standards of Performance

The Successful Bidder shall deliver the services and carry out their obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Successful Bidder shall always act in respect of any matter relating to this contract as faithful Successful Bidder to the Indian Museum, Kolkata. The Successful bidder shall always support and safeguard the legitimate interests of the Indian Museum, Kolkata, in any dealings with the third party. The Successful bidder shall conform to the standards laid down in the Tender document in totality.

9.24 Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of West Bengal.

9.25 Termination of Contract

9.25.1 Termination of Contract for Default

- The Indian Museum, Kolkata without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Successful Bidder may terminate the Contract/blacklist in whole or in part for any of the following reasons:
 - If the Successful Bidder fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Indian Museum, Kolkata; or
 - If the Successful Bidder fails to bid or respond for three consecutive bid given by the Indian Museum, Kolkata without assigning any satisfactory reason to Indian Museum, Kolkata in writing or by email; or
 - If the Successful Bidder fails to perform any other obligation(s) under the contract; or
 - Laxity in adherence to standards laid down by the Indian Museum, Kolkata; or
 - Discrepancies/deviations in the agreed processes and/or Services; or
 - Violations of terms and conditions stipulated in this Tender document.
- In the event the Indian Museum, Kolkata terminates the Contract in whole or in part for the breaches attributable to the Successful Bidder, the Indian Museum, Kolkata may procure, upon such terms and in such manner as it deems appropriate, supply and services similar to those

undelivered, and the Successful Bidder shall be liable to the Indian Museum, Kolkata for any increase in cost for such similar supply and services. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.

- If the contract is terminated under any termination clause, the Successful Bidder shall handover all documents/ executable/ Indian Museum, Kolkata data or any other relevant information to the Indian Museum, Kolkata in a timely manner and in proper format as per scope of this Tender document and shall also support the orderly transition to another vendor or to the Indian Museum, Kolkata.
- During the transition, the Successful bidder shall also support the Indian Museum, Kolkata on technical queries/support on process implementation or in case of any provision for future upgrades.
- The Indian Museum, Kolkata's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.
- In the event of failure of the Successful Bidder to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Indian Museum, Kolkata at its sole discretion may make alternate arrangements for getting the Services contracted with another vendor. In such a case, the Indian Museum, Kolkata shall give prior notice to the existing Successful Bidder. The existing Successful Bidder shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Successful Bidder shall render all reasonable assistance to the new Service Provider within such period prescribed by the Indian Museum, Kolkata, at no extra cost, for ensuring smooth switch over and continuity of services. If an existing Successful bidder is breach of this obligation, they shall be liable for paying a penalty as provided in the Penalty Section of this document, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee. Indian Museum, Kolkata or the "Successful Bidder" can terminate the contract in the event of default of terms and conditions of this Tender document or the contract by the other party by giving 1 month written notice.
- Upon termination of this Contract due to any reason whatsoever or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth herein, (iii) and any right which a Party may have under the Applicable Law.

9.25.2 Termination of Contract for Convenience:

- Indian Museum, Kolkata or the “Successful bidder” reserves the right to terminate, by prior written 1 months’ notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for the concerned party’s convenience, the extent to which the performance of work under the contract is terminated, and the date upon which such termination becomes effective. However, the payment of pending invoices shall only be made after analyzing, including but not limited to, any claims, losses, damages, expenses or liabilities arising out of “Successful bidder’s” performance of work under this contract.

9.25.3 Termination of Contract for Insolvency, Dissolution, etc.

- Indian Museum, Kolkata may at any time terminate the Contract by giving written notice to the Successful bidder, if the concerned “Successful bidder” becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the “Successful bidder” provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Indian Museum, Kolkata.

9.26 Penalties

9.26.1 Without prejudice to any other right or remedy that may be available to the Indian Museum, Kolkata here under or in law otherwise, the following penalty(s) may be levied on the Successful Bidder as under:-

- a. The successful bidder will have to get all the creative, scripts, videos, project plans, approved from the Indian Museum, Kolkata; failure to which will lead to Penalty. Penalty will be decided by the Indian Museum, Kolkata in this case, liquidated damages (L/D) may be levied at the rate of 2% (two percent) of the contract price per week, subject to a maximum of 10% (ten percent) of the contract price.
- b. In case any error or variation or deficiency is detected in the services rendered by the successful bidder and such error or variation or deficiency is the result of negligence or lack of due diligence on the part of the successful bidder, the consequential damages thereof shall be quantified by the Indian Museum, Kolkata in a reasonable manner and recovered from the successful bidder by way of liquidated damages, at the rate of 2% (two percent) of the contract price per week, subject to a maximum of 10% (ten percent) of the contract price.

- c. Liquidated Damages for delay in case of delay in completion of work, not exceeding an amount equal to 2% (two percent) of the Contract price per week, subject to a maximum of 10% (ten percent) of the Contract price will be imposed and shall be recovered by appropriation from the PBG or otherwise.
- d. In case, any amount of Liquidated Damages (L/D) is recovered from PBG, the successful bidder shall replenish the PBG to original value within 30 days of recovery.

9.27 Exit Management

- The duration of Exit Management will normally be one month from the date of termination or one month prior to expiry of contract / work order. In case of providing services post termination or post expiry of the work order, the Indian Museum, Kolkata will pay for the services consumed during the exit management period.
- During the exit management period and for 30 days post expiry of the work order/ contract, the Successful bidder will not take action to stop the work as mentioned in this Tender document as a result of the termination or expiry of contract / work order. In addition, during such a period, the Successful Bidder will permit the Indian Museum, Kolkata or its nominated agency to assess the existing services being delivered as per Tender document.
- During the exit management period, the Successful Bidder shall ensure supply of all services as per the work order/ Tender document so that the business of the Indian Museum, Kolkata is not affected.
- The Successful Bidder shall provide all such information as may reasonably be necessary to affect as seamless a handover as practicable in the circumstances to Indian Museum, Kolkata / replacement Agency and which the Successful Bidder has in its possession or control at any time during the exit management period.
- All information (including but not limited to documents, records and agreements) in digital and/ or paper form relating to the services reasonably necessary to enable Indian Museum, Kolkata and its nominated agencies to carry out due diligence in order to transition the provision of the Services to Indian Museum, Kolkata or its nominated agencies, must be maintained by the Successful Bidder from commencement of the services.
- The Indian Museum, Kolkata will issue a written sign-off after the successful transition from the Successful Bidder. Successful Bidder shall not delete any content till such a written signoff is provided by the Indian Museum, Kolkata along with an explicit request to delete/ remove the content.
- The Successful Bidder will be paid only for the services rendered until the services are being

rendered by the Successful Bidder. If the sign-off is provided before the exit management period is over, the applicable charges will only be paid until the sign-off.

- The payment for the final invoice along with any applicable exit management service costs will be paid only on the written sign-off from the Indian Museum, Kolkata.

9.28 Accidents/Loss of Property and/or Life

- Any loss of property and / or life during preparations of the event and the event itself would be borne entirely by the Successful Bidder and Indian Museum, Kolkata shall not be held liable for any claims. The Successful Bidder shall be responsible for the payments arising out of any Third Party claims. The Successful Bidder shall procure insurance for meeting such liabilities at his own expense.
- The Successful bidder shall maintain the ecological balance by preventing deforestation, water pollution and defacing of natural landscape.
- The Successful bidder shall abide by all the acts/laws prevalent in the country.

9.29 Representations and Warranties

- The Successful Bidder represents and warrants that all services performed under this Contract shall be of professional quality conforming to generally accepted industry practices. If in the opinion of the Indian Museum, Kolkata, any work done or supply made or service rendered by the successful bidder is deficient in any manner in comparison to the prescribed standards, Indian Museum, Kolkata shall be at liberty to impose penalty on the successful bidder.
- The Successful Bidder shall be liable to the Indian Museum, Kolkata for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- The Parties hereto agree that in case of negligence or willful misconduct on the part of the Successful Bidder or on the part of any person or firm acting on behalf of the Successful Bidder in carrying out the Services, the Successful Bidder, with respect to damage caused to the Indian Museum, Kolkata's property, shall be liable to the Indian Museum, Kolkata: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage.

9.30 Force Majeure

- The Successful Bidder shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that delays in performance or other failure to perform its obligations

under the Contract is the result of an event of Force Majeure.

- **“Force Majeure”** means an event beyond the control of the Successful Bidder and not involving his fault or negligence, and unforeseeable. Such events may include, but are not restricted to, acts of wars or revolutions, riot or commotion, earthquake, fire, floods, pandemics, epidemics, and quarantine restrictions.
- If a Force Majeure situation arises, the Successful Bidder shall promptly notify the Indian Museum, Kolkata in writing of such condition and the cause thereof. Unless otherwise directed by the Indian Museum, Kolkata in writing, the Successful Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

9.31 Resolution of Disputes

If any dispute arises between the parties, then these would be resolved in following ways:

- **Amicable Settlement:** Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 7 days after receipt. If that party fails to respond within 7 days, or the dispute cannot be amicably settled within 15 days following the response of that party, then the second Sub clause of resolution of disputes shall become applicable.
- **Arbitration:** In case dispute arising between the parties, which has not been settled amicably, the “Successful bidder” can request Indian Museum, Kolkata to refer the dispute for Arbitration under the Arbitration and Conciliation Act, 1996 (as amended up to date). Such disputes shall be referred to the Arbitrator which shall be decided by the Indian Museum, Kolkata. The Indian Arbitration and Conciliation Act, 1996 (as amended up to date) and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings.
- Arbitration proceedings will be held at Indian Museum, Kolkata. The decision of the Arbitrator shall be final and binding upon both parties. All Arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the Arbitration as determined by the Arbitrator shall be borne equally by Indian Museum, Kolkata and the “Successful bidder”. However, the expenses incurred by each party in connection with

the preparation, presentation and litigation shall be borne by the party itself.

- This Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder

9.32 Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Kolkata, West Bengal, India only.

9.33 Special Conditions:

i. Water Supply

Successful bidder(s) shall make suitable and sufficient arrangement for the storage of water required for the work and also for the water required for drinking needs for his staff and labor. He shall get the water checked to ensure that water is suitable for drinking purposes.

For construction purpose the water supply is to be arranged by the Bidder(s) and he shall be solely and exclusively responsible to get the requisite permissions, wherever required for carrying out such activity, adhere to safety and security of the source of such water. The Client will not be responsible for any manner for this activity of the Bidder(s).

ii. Site Clearance

The Indian Museum is an operational Museum. The site shall be maintained free from rubbish. Proper stacking of all materials, etc. needed for work on day-to-day basis shall be organized in proper stacks to ensure no disturbance to the Museum visitors. Heaps in unplanned manner and un-orderly fashion shall not be permitted. Client's decision in this matter shall be final.

The Bidder(s) shall not, at any time, do, cause or permit any nuisance on the site or do anything, which shall cause unnecessary disturbance or inconvenience to Client, tenants, neighbors or occupiers of other properties near the site and to the public in general.

iii. Safety Code

The Bidder(s) shall, at their own expense, arrange for the safety provisions as required by the Client or his representative, in respect to all labour directly or indirectly employed for performance of the work. In case the Bidder(s) fail to make arrangements to provide necessary facilities as aforesaid, the Client or his representative shall be entitled to do so and recover the cost thereof, from the Bidder(s).

All scaffolding works shall have to be carried out with upmost care and considering additional

safety measures. Also the movement of material and workers through the building will have to be done in consultation with the Client and Consultant. Extra care shall have to be taken to prevent any damage to structure or collection of artefacts within the museum building.

iv. Watching and Lighting

The Bidder(s) shall provide and maintain at own cost all areas fully ventilated, lighted, guarded. Any instruction in this regard given by Client or his representative for the protection of the work or for safety and convenience of those employed on the works or the public shall be carried out at Bidder(s)' cost.

v. Fire Precautions

The Bidder(s) shall at their own cost comply with regulations of the controlling authority in force at the site of the works relating to the precautions to be taken against fire hazards.

vi. Use of Site

The Bidder(s) shall not use any portion of the site for the purpose not connected with the works without the prior written approval of the Client or his representative. They shall maintain permanent and site access roads free of spillage and shall not interfere with the flow of vehicular or pedestrian traffic. The site shall only be used for works and accommodation for the craftsman.

vii. Damage Protection

Adequate protection against any form of damage or deterioration shall be provided for all sections of the works. This shall include protective tapes, casings, guardrails and the like, which shall be provided if necessary. Particular care shall be taken to self-finished surfaces during the application of adjacent work. Steps taken in pursuance of this clause, the Bidder(s) shall carry out all as directed and instructed by Client or his representative to his satisfaction.

9. 34 Other information

- The successful bidder will have to get all the creatives, scripts, videos or any material, approved from the Indian Museum, Kolkata; failure to which will lead to Penalty and legal consequences.
- The ownership of any creative content / props / material etc such as print / outdoor, meaning the Intellectual Property / for which Indian Museum, Kolkata has paid will at all-time rest with Indian Museum, Kolkata and the Agency/copywriter/photographer/ producer, etc. will have no proprietary or other rights in respect of the same. This would include full copyright for all time use of the images used in the creative and publicity material. The Successful Bidder shall at no time, use the same content, props, materials etc. in any other projects without the written consent of the Indian Museum, Kolkata herein.

- Obtaining necessary work permits, insurance etc. for the manpower to be deployed by the agency is the responsibility of the successful Bidder.
- The Successful Bidder will be responsible for obtaining any permission that may be required for undertaking work as detailed in this Tender document. Indian Museum, Kolkata may assist the Successful Bidder in this regard, wherever possible.
- The Successful Bidder will at no time resort to plagiarism. Indian Museum, Kolkata will not be a party to any dispute arising on account of plagiarism resorted to by the Successful Bidder. The Successful Bidder will indemnify Indian Museum, Kolkata against any claim, laws, damages, etc. arising out of the Successful Bidder having resorted to plagiarism or violation & IPR of any third party.
- Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Contract shall be in writing.
- The Services shall be performed at the site of the Project and at such locations as are incidental thereto.
- 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.
- Without prejudice to the generality of the provisions herein, on matters not covered by this Contract, the provisions of Tender document shall apply.

10. ANNEXURES

10.1 Technical Bid/ Details of Bidder

| Sl. No | Description | Detail |
|--------|---|--------|
| 1. | Name of the Bidder | |
| 2. | Mailing address of the Bidder with PIN/ZIP Code | |
| 3. | Full Particulars of Office | |
| | a) Address | |
| | b) Telephone No. /Mobile No. | |
| | d) E-Mail Address | |
| | e) Website | |
| 4. | Full Particulars of the Bankers of Company/Firm | |
| | a) Name & Address of the Bank | |
| | b) Bank A/C No. | |
| 5. | Registration Details <i>(attach self-attested copies)</i> | |
| 6. | PAN No. <i>(attach self-attested copies)</i> | |
| 7. | GST No. | |
| 8. | Experience of executing and successfully completing work <i>(Attach separate sheet as per format in Annexure 10.3)</i> | |
| 9. | Proof of Financial Status of Bidder <i>(Attach separate sheet as per format in</i> | |

| | | |
|-----|---|--|
| | <i>Annexure 10.5)</i> | |
| 10. | <p>Details of the bidder with qualification and experience of the Key Personnel</p> <p><i>(Attach separate sheet as per format in Annexure 10.7)</i></p> | |
| 11. | <p>Validity of Legal Entity</p> <ul style="list-style-type: none"> • Copy of Certificates of incorporation and other related documents • Copy of Partnership Deed, if applicable • Copy of valid Registration Certificates • Copy of Agreement documents and consent letters and other documents of all the partners | |
| 12. | <p>Have you ever been convicted under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract?</p> <p><i>(Attach separate sheet as per format in Annexure 10.2)</i></p> | |
| 13. | Valid NSIC/MSME Certificate | |

10.2 Self-Declaration (On company Letterhead)

Date: XX/XX/XXXX

To

The Director

Indian Museum

27, Jawaharlal Nehru Road

Kolkata 700 016

Sub: Mandatory Undertaking

Dear Sir,

I/We hereby declare that as of date, _____ (Name of the firm/company) is:

- a. Not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- b. Not have, and their Directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- c. Not have a conflict of interest in the procurement in question as specified in the bidding document;
- d. Comply with the code of integrity as specified in the bidding document;
- e. Not be barred/blacklisted/put on Holiday or Contract discontinued / terminated / scope curtailed / restricted due to non-performance / unsatisfactory performance of assigned projects by any State Government (SG) or Union Territory (UT) or Government of India (GoI), or any of the agencies of SG/UT/GoI or any of the Universities of SG/UT/GoI as on bid due date or pending investigations;
- f. Have neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement or have had any agreement terminated for breach.

Sincerely Yours,

(Signature of Authorized Signatory)

Name:

Title:

10.3 Experience of executing and successfully completing work

Date: XX/XX/XXXX

To

The Director

Indian Museum

27, Jawaharlal Nehru Road

Kolkata 700 016

Subject: Experience of executing and successfully completing work

Dear Sir,

This is to certify that I/We have worked and successfully completed the below mentioned works. Work order and completion certificate for these projects is attached for your ready reference.

| Sl.No. | Ref No. | Name of the Work | Location | Name of the Client | Brief Description of the work | Value of Service in INR excl. GST/taxes | Start date | Completion date |
|--------|---------|------------------|----------|--------------------|-------------------------------|---|------------|-----------------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

In case the Work Order is in foreign currency, exchange rates as on date of completion of work shall be used.

Sincerely Yours,

(Signature of Authorized Signatory)

Name:

Title:

10.4 Format for Earnest Money Deposit in the form of Bank Guarantee

Beneficiary:

Tender No.:

Date:

1. We have been informed that _____ [insert name of the Bidder] (hereinafter called “the Applicant”) has submitted or will submit the Beneficiary its bid (hereinafter called “the Bid”) for the execution of _____ [insert work name] under Tender No. _____
2. Furthermore, we understand that, according to the Beneficiary’s, Bids must be supported by a Bid guarantee.
3. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying the demand, stating that either the Applicant:
 - a) has withdrawn its Bid during the period of bid validity set forth in the Applicant’s Letter of Bid (“the Bid Validity Period”), or any extension thereof provided by the Applicant; or
 - b) having been notified of the acceptance of its Bid by the Beneficiary during the period of Bid validity or any extension thereof provided by the Applicant has failed to:
 - i. execute the Contract Agreement, if required, or
 - ii. furnish the performance security, in accordance with terms and conditions of the Tender
4. This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such Contract Agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiration of the Bidder’s Bid Validity Period.

5. Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Signature:

Designation:

Date:

10.5 Format for Annual Turnover and Profit

| S. No | Financial Year | Turnover in Indian Rupees (INR) |
|-------|----------------|---------------------------------|
| 1 | 2017-2018 | |
| 2 | 2018-2019 | |
| 3 | 2019-2020 | |

| S. No | Financial Year | Profit after Tax in Indian Rupees (INR) |
|-------|----------------|---|
| 1 | 2017-2018 | |
| 2 | 2018-2019 | |
| 3 | 2019-2020 | |

*Audited balance sheets and profit and loss accounts for all three years may be attached.

In case of Joint Venture/Consortium, Turnover and Profit for only Lead Partner to be mentioned.

(Signature of Authorized Signatory)

This is to certify that the above information has been examined by us on the basis of relevant documents; books of accounts & other relevant information and the information submitted above is as per record and as per details annexed.

Signature, Address, Seal & Membership No of Chartered Accountant

10.6 Format for Performance Bank Guarantee

(Hard copy required post contract is awarded)

Ref: ____

Performance Bank Guarantee (Draft Format)

Date: _

Bank Guarantee No.:

To

The Director

Indian Museum

27, Jawaharlal Nehru Road

Kolkata 700 016

Dear Sir,

PERFORMANCE BANK GUARANTEE – For Engagement of Firm/Agency for fabrication, supply, installation, commissioning and testing of Interiors and Museum Display Cases, Artifact installation, Signage, Artwork, Display Panels, Interactive & Lighting in specified galleries at Indian Museum, Kolkata including Operation and Comprehensive Annual Maintenance of the same for five years.

WHEREAS

M/s. (name of Successful Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Successful Bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated (hereinafter, referred to as “Contract”) with you for **Engagement of Firm/Agency for Execution of Interior Work and Museum Display Cases, Signage, Artwork, Interactives & Lighting in specified galleries at Indian Museum, Kolkata including Operation and Comprehensive Annual Maintenance of the same for five years.**

We are aware of the fact that as per the terms of the Contract, M/s. (name of Successful Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favor for an amount of 10% of the Total Contract Value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding <in words> without any demur or protest.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and shall remain in full force and effect hold good until, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until

We further agree that the termination of the said Agreement, for reasons solely attributable to our

constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights:

- i. Requiring to pursue legal remedies against the Department; and
- ii. For notice of acceptance hereof any action taken or omitted in reliance

hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 10% of the Contract Value, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority by express delegation of power/s and has/ have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

This Performance Bank Guarantee shall be valid only till

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or

other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this day 2021.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation:

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond. A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter. In case of additional order, separate Performance Bank Guarantee will have to be submitted/deposited by the selected bidder.

10.7 CVs of Key Personnel

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

1. Name of the Position :
2. Name of Staff :
3. Date of Birth :
4. Nationality :
5. Educational Qualification

| Sl. No. | Qualification | Year | Board / Institution | Percentage (%) |
|---------|---------------|------|---------------------|----------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| | More | | | |

6. Employment Record:

| Sl. No. | Name of the client | Designation | From | To | Job responsibility |
|---------|--------------------|-------------|------|----|--------------------|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| | More | | | | |

7. Permanent Employment with the Firm : Yes / No
8. If No, what is the employment :
9. Relevant Experience :

| Sl. No. | Name of the Position / Role | Name of the Project | Description of Work | Period | |
|---------|-----------------------------|---------------------|---------------------|--------|----|
| | | | | From | To |
| | | | | | |
| | | | | | |
| | | | | | |
| | More | | | | |

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience, and myself. I understand that any willful mis- statement described herein may lead to my or firm disqualification/ dismissal, if engaged.

Date:

[Signature of staff member or authorized representative of the staff]

Place:

10.8 Format for the Consent Letter from Technical / Subject expert

I _____, voluntarily agree to participate in the project if _____ is awarded the work titled “**Engagement of Firm/Agency for fabrication, supply, installation, commissioning and testing of Interiors and Museum Display Cases, Artifact installation, Signage, Artwork, Display Panels, Interactive & Lighting in specified galleries at Indian Museum, Kolkata including Operation and Comprehensive Annual Maintenance of the same for five years.**”

I understand that if I agree to participate now, I cannot withdraw from the project or refuse to work without any consequences of any kind, except under exceptional circumstances.

I understand that I can withdraw from the project, under the justifiable exceptional circumstances, with minimum of two weeks’ notice, only with the approval of the authority of Indian Museum, Kolkata.

I understand that my participation involves *[outline briefly in simple terms what will be your specific work for this project]*.

I understand that no financial or other benefit, directly or indirectly, will be given to me by Indian Museum, Kolkata for participating in this project.

I understand that in any report on the results of this project my identity will remain anonymous and no credit for this project will be directly attributed to me.

I understand that I will have no claim on the content that I will provide for this project as an expert.

I understand that I am free to contact any of the people involved in the project to seek further clarification and information.

Signature & Seal of the Expert

Signature & Seal of the Bidder

(Name and Designation of Expert)

10.9 Detailed Project Report

(Uploaded on Central Public Procurement Portal)

10.10 Drawings

(Uploaded on Central Public Procurement Portal)

10.11 Approved Makes

Uploaded on Central Public Procurement Portal

10.12 MAF from all major manufacturers (Projectors, touch/non-touch LED screen, Audio system and lighting fixture)

To

The Director

Indian Museum

27, Jawaharlal Nehru Road

Kolkata 700 016

Sub: Manufacturer authorization certificate

10.13 Financial Bid (BOQ)

(Uploaded on Central Public Procurement Portal)