

Online Request for Proposal (RFP)  
for the engagement of Museum Designer for conceptualizing,  
designing, layout, setting up, execution and supervision of  
the Indian War Memorial Museum  
at Red Fort, New Delhi.

REFERENCE NO. F. No. 15/41/2017-W



सत्यमेव जयते

GOVERNMENT OF INDIA  
MINISTRY OF CULTURE  
ARCHAEOLOGICAL SURVEY OF INDIA

Tender No.

Dated:

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Section 4	Instructions to Bidders
Section 5	Technical Proposal
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F. No. 15/41/2017-W  
Government of India  
Archaeological Survey of India,  
Delhi Circle

Puratattva Bhawan, 3<sup>rd</sup> Floor,  
D-Block, GPO Complex, INA,  
New Delhi-110023  
Dated: 04.01.2018

**NOTICE INVITING REQUEST FOR PROPOSALS**

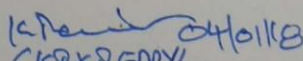
Online Tenders on behalf of the President of India are invited in two bids system from individual(s)/companies/firms/ **consortium** for the following works:

Sl. No.	Name of Work	Approx. estimate of the cost work	Period of completion
1	Engagement of Museum designer for Conceptualizing, designing, layout, setting-up and execution, supervision including shifting of antiquities of Indian War Memorial Museum to the B1 barrack building at the Red Fort, New Delhi as per scope of works.	The approximate cost of the work is around 200 lakhs only (Two Hundred lakhs only)	One year

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

3. No Proposals shall be entertained after this deadline under any circumstances whatsoever. The Technical Bid of tenders will be opened at 3.00 p.m. on 22.01.2018 in the presence of authorized representative of Bidders as may wish to be personally present.

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

  
For (N. K. Pathak)  
Superintending Archaeologist  
Delhi Circle

Copy to:

- Notice Board
- Website of ASI (HQ)/Delhi Circle

**CRITICAL DATE SHEET**

1.	Name of work	<b>Engagement of Museum Designer for conceptualizing, designing, layout, setting up, execution and supervision of the Indian War Memorial Museum at Red Fort, New Delhi</b>
2.	Tentative Estimated Cost	Rs. 2,00,00,000/-
3.	EMD:	Rs. 400000/-
4.	Cost of tender	Rs. 1000/-
5.	Probable time of Completion	365 days
6.	Date of Issue of Tender	04.01.2018
7.	Bid Document Download / Sale Start Date	05.01.2018 from 10:30 AM
8.	Date of Pre Bid Conference- For clarifying issues and doubts, if any, about specification of material and services projected in Bid document.	17.01.2018 in the office of D.G., ASI, 4 <sup>th</sup> Floor, 24 Tilak Marg, New Delhi
9.	Start date for submission of filled in tender document.	05.01.2018 from 10:30 PM
10	Bid Submission End Date	19.01.2018 from 2:50 PM
11	Date of opening of Technical bid	22.01.2018 on 3.00 PM
12	Date of meeting with Bidders post Technical Bid opening for presentation and Document Verification	Will be notified later
13	Validity of Bid	120 days from the date of opening.
14	Opening of Financial Bids	Will be notified later
15	Performance Security deposit	8% of the value of the contract

## INSTRUCTIONS TO BIDDERS

1. The Bidders are invited to submit online Technical Proposal and a Financial Proposal for conceptualizing, designing, layout, setting up and execution including supervision of the Indian War Memorial Museum in International standards.

### **2. Inspection of site by the Bidders**

2.1. The Bidders are advised to inspect and examine the galleries/buildings at venue and take all information and conditions into account in preparing their proposal and before submitting the proposal. The Bidders or their representative may contact the Joint Director General (Museums), Archaeological Survey of India, 24, Tilak Marg, New Delhi, Tel: 011-23075351, E-mail - [jtdg4.asi@gmail.com](mailto:jtdg4.asi@gmail.com) for any information/clarification regarding venues or proposal in general.

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

**2.3. The Bidder may submit the proposals ensuring all the articles of Terms of Reference [Scope of Work], for the venue. The proposals should be framed in such a manner that it includes the designing/planning, creation of showcases, pedestals and other museum related material like, captions, signage, etc along with works related to shifting.**

The successful Bidder shall be responsible for the creation of the pedestals, showcases, background, signage, illumination, cutouts, etc **along with works related to shifting**. The execution charges i.e. cost for execution of work with materials shall be quoted in lump sum not as percentage of bill of quantities, estimated cost etc.

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

2.5. The Bidders, who are eligible to apply as per requirement cited in Notice Inviting Request for Proposal shall bear all costs associated with the preparation and submission of the proposal and Archaeological Survey of India will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the process of selection of Bidder for award of services.

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

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

3.1. A prospective Bidder requiring any clarification on the RFP may notify, Director (Museum), Archaeological Survey of India, 24, Tilak Marg, New Delhi.

3.2. The nominated official will respond to any request for clarification, which he receives earlier than seven (07) days prior to the deadline for submission of Proposal. Copies of the response shall be forwarded to all Bidders of the RFP including a description of the enquiry but without identifying its source.

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

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

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

4.3. Archaeological Survey of India may at its discretion extend the deadline for submission of the proposals at any time before the time of submission of the proposal.

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

## **5. Validity of the Request For Proposal.**

- 5.1. The validity of the offer shall be 120 days from the opening of the technical proposal.
- 5.2. In exceptional circumstances, prior to the expiry of the original time limit for validity of the proposal, Archaeological Survey of India may request that the Bidder may extend the period of validity for a specified additional period. The request and the Bidder's response shall be made in writing.

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

- 6.1. The document of Request For Proposal includes the following:
  - 6.1.1. Letter of Invitation [Notice Inviting Request for Proposal]
  - 6.1.2. Instructions to the Consultants [Bidders]
  - 6.1.3. Terms of reference [Scope of work]
  - 6.1.4. Technical Proposal
  - 6.1.5. Financial Proposal
  - 6.1.6. General terms of Contract
  - 6.1.7. Special terms of Contract
- 6.2. The Bidder is expected to read and examine all instructions, terms of reference, conditions, documents, and other information in the RFP documents carefully. Failure to furnish all information required by the RFP documents or submission of a Proposal not substantially responsive to the RFP documents in every respect will be at the Bidders risk and may result in rejection of its proposal.

## **7. Language**

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

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



- 8.1. All the pages of the RFP including the technical and financial proposals, preliminary conceptual drawings, technical details, schedule of proposed works, etc. submitted by Bidder online shall be signed and stamped by the Bidder or his representative holding the Power of Attorney (Enclose original/attested notarized copy of the Power of Attorney) before uploading the same on the e-procurement portal.
- 8.2. While filling the details in the form provided for Technical proposal for technical evaluation it will be the responsibility of the Bidder to clarify his approach, methodology, gallery/venue evaluation and assessment and conceptual museum/gallery design proposals. The Bidder shall ensure that there is no discrepancy in the given details. In case of any discrepancy, Archaeological Survey of India holds the full right to draw the final conclusion and any decision based on such conclusion shall be final and binding.
- 8.3. While filling up the rates in the financial proposal (BDQ), Bidder shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the rate mentioned in the words shall be taken as final and binding.
- 8.4. The Bidder must submit the details of items and rates as per instructions and formats given in the Terms of Reference [Scope of Work] and Financial Proposal. He shall not make any addition or alteration in the RFP documents. The Bidder should fill in the requisite details wherever required in the documents. Incomplete Proposals or proposals not submitted as per instructions shall be summarily rejected.

#### **9. Earnest Money Deposit:**

The Hard Copy of original instruments (DD/Bank Gaurantee) in respect of cost of earnest money must be delivered to the Superintending Archaeologist, Archaeological Survey of India Delhi Circle, Delhi on or before Bid opening date/ time as mentioned in critical date sheet.

The offer without EMD will be rejected summarily. EMD is to be supplied by all the bidders except those who are registered with Central Purchase Organization, National Small Industries Corporation (NSIC) or Ministry of Culture (copies shall be enclosed).

## **10. Performance Bank Guarantee**

- 10.1. The Successful bidder shall be required to submit Performance Bank Guarantee (PSG) which is 8% of the Quoted price to the ASI within 15 (fifteen) days from the date of receipt of Letter of Acceptance.
- 10.2. In case of a Consortium, the Lead Applicant of Consortium shall be liable to pay Performance Bank Guarantee. Performance Bank Guarantee shall be valid for 180 days beyond the term of the Concession Agreement. The Performance Guarantee shall contain a claim period of three months from the last date of validity.
- 10.3. In case, the Successful bidder fails to submit performance Bank guarantee within the time stipulated, the ASI at its discretion may cancel the Letter of Acceptance issued to the Successful bidder without giving any notice and may invoke the EMD of such Successful bidder.
- 10.4. ASI shall invoke the Performance Bank Guarantee in case the selected Concessionaire fails to discharge their contractual obligations during the Concession Agreement period or ASI incurs any loss due to Concessionaire's negligence in carrying out the project implementation as per the agreed terms and conditions.

## **11. Deviations**

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

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

## **12. Deadline for submission of proposal**

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

## **13. Withdrawal of Request for Proposal**

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

### **13.2 Technical Proposal (Annexure-1)**

The Technical Proposal shall comprise of following documents:

13.2.1 Work Experience with enclosure of brief of projects as per the format given at Annexure I of the Technical Proposal.

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

13.2.3 Financial Credibility with enclosure of IT statement for last three financial years, registration with Service Tax and registration with GST.

13.2.4 Proposal with enclosures of Presentation, Drawings, Reports, etc. to present at the venue evaluation and assessment and the Conceptual galleries theme/ storyline, design for the venue of the Technical Proposal.

### **13.3 Financial Proposal**

The Bidder shall quote professional fees including supervision from beginning till completion. The professional fee and charges for execution of work with material, both inclusive of supervision, shall be quoted separately for the venue as per technical proposal.

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

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

Applicants/ intending or interested Bidders are invited to submit their online proposal after carefully reading the Notice Inviting Tender (NIT) by providing (a) Technical Bid, and (b) Financial Bid, separately. Such proposals are to be submitted online within the stipulated date and time as mentioned in the Bid document as given in **CRITICAL DATE SHEET**.

Bids shall be submitted online only at CPP website: **<https://eprocure.gov.in/eprocure/app>**

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

### **14. Opening of the Proposals**

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

14.2 Bidders name, presence and any other details as Archaeological Survey of India may consider appropriate will be announced and recorded at the time of opening of the proposal.

### **15. Clarification of the proposals**

To assist the examination, evaluation and comparison of the proposals, Archaeological Survey of India may at his discretion ask the Bidders for any clarifications as considered essential. All such correspondence shall be in writing and no change in substance of the proposal shall be sought or permitted. The

above clarification for submission of the details shall form part of the proposal and shall be binding on Bidder.

## **16. Preliminary examination of proposals**

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

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

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

16.3.2 That limits in any substantial way, inconsistent with the RFP documents, the Archaeological Survey of India's rights or the successful Bidders obligations under the contracts; or

16.3.3 Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive proposals.

16.4 If a Proposal is not substantially responsive, it shall be rejected by the Archaeological Survey of India.

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

## **17. Evaluation of proposals \*\***

17.1 The Archaeological Survey of India shall constitute a Consultancy Evaluation Committee (CEC) which shall carry out the evaluation of the proposals received and found in order. This CEC under the Chairmanship of Director General, Archaeological Survey of India, shall consist of three to five members / experts in the field of museology; display of antiquities/art objects; organizing and planning of museums of international standard in India and abroad. From the time the proposals are opened to the time the contract is awarded, any effort by the firm to influence the Archaeological Survey of India or its concerned officers or members of Consultancy Evaluation Committee in the Archaeological Survey of India's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Bidder's proposal. To assist in the evaluation, comparison or contract award decision, the Archaeological Survey of India may, at its discretion, ask the Bidder for a clarification of its Proposal. The request for clarification and the response shall be in writing.

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

17.3 The Bidder may be asked to give a presentation on the technical proposal in front of the Consultancy Evaluation Committee.

17.4 The evaluation committee appointed by the Archaeological Survey of India will carry out the evaluation of proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria based on the Summary Evaluation Sheet below. Each responsive proposal will be given a technical score. A proposal to be considered unsuitable shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Technical Evaluation Sheet below.

<b>Technical Evaluation Sheet</b>		
<b>Sl.No.</b>	<b>Criteria</b>	<b>Marks</b>
<b>1</b>	<b>Work Experience</b>	<b>40</b>
<b>2</b>	<b>Composition of the team</b>	<b>15</b>
<b>3</b>	<b>Financial Soundness</b>	<b>15</b>

4	Presentation	30
<b>Total</b>		<b>100</b>
<b>Minimum Technical Score for Technical Qualification</b>		<b>70</b>

The breakup of marks of work experience, Team component and financial soundness shall be as elaborated below:

<b>Evaluation of the Work Experience (As per Annexure-C)</b>		
<b>Sl. No.</b>	<b>Criteria</b>	<b>Marks</b>
1	Experience in planning, designing and execution of museums related to wars, arms and related themes	20
2	Experience in planning and designing and execution of museums	10
3	Experience in conducting standard exhibition/galleries	10
<b>Total</b>		<b>40</b>

<b>Evaluation of the Team components (As per Annexure-C)</b>		
<b>Sl. No.</b>	<b>Criteria</b>	<b>Marks</b>
1	Experienced Museologist/ Archaeologist	03
2	War Historian/ Arms Expert	03
3	Designer	06
4	Architect/ Planner	03
<b>Maximum total marks</b>		<b>15</b>

<b>Evaluation of the Financial Soundness (As per Annexure-C)</b>		
<b>Sl. No.</b>	<b>Criteria</b>	<b>Marks</b>
1	Design and display work up to 25 lakhs	05
2	Design and display work above 25 lakhs and up to 50 lakhs	2 per 5 lakhs=10
<b>Maximum total marks</b>		<b>15</b>

**\*\***- Please refer **Annexure-C** for criteria of evaluations of works experience and Team components.

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

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

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

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

17.9 The evaluation of technical proposals as per clause 17.4 above carries 75% weightage and evaluation of financial proposals carries 25% weightage for over all evaluation and comparison of all the proposals examined by the Tender Evaluation Committee (TEC) for the selection of the successful Bidder.

17.10 Declaration of the award of contract.

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

## **18. Canvassing prohibited**

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

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

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

19.2 If the Bidder, as individual or as a partner of partnership firm, expires after the submission of his proposal but before



award of work, Archaeological Survey of India shall deem such proposal as invalid.

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

The competent authority on behalf of the Archaeological Survey of India does not bind itself to accept the lowest or any other proposal and reserves to itself the authority to reject any or all the proposals received without the assignment of any reason. All proposals in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the Bidder shall be summarily rejected.

## **21. Miscellaneous Provision**

No Officer/ Engineer of the Archaeological Survey of India and any other Museum/ Organization under the Ministry of Culture is allowed to works/ services as a Bidder or his employee for a period of two years after his retirement/ resignation from the service of the Archaeological Survey of India without the prior permission of the Archaeological Survey of India.

## **22. Award of contract**

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

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

## **23. Notes and illustrations-**

**A Bidder should secure mandatorily a minimum of 70% marks (i.e.70 marks out of total 100 marks as per para 17.4) in Technical Evaluation in order to be a qualified bidder for being eligible for Technical weightage and subsequently for opening of financial bids.**

The total marks obtained by a Bidder in the technical bid (as per 17.4) shall be allocated 70% of technical weightage and the financial bids shall be allocated 30% of the financial weightage, and thereby making a total of 100% weightage for the complete bidding.

**Illustration 1 (for Technical Weightage)**

*If a Bidder has secured 80 marks out of the total 100 marks in technical valuation, his technical **evaluation value shall be: 56** i.e. (80 x 70%)*

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

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

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

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

## TECHNICAL PROPOSAL

Sl. No.	REQUIRMENT	COPY OF RELEVANT DOCUMENT	ENCLOSED YES/NO	PAGE NO. OF BID DOCUMENT
1	<b>Work Experience:</b>	<ul style="list-style-type: none"> <li>Brief of projects as per the format given at Annexure I</li> </ul>		
2	<b>Composition of the team:</b>	<ul style="list-style-type: none"> <li>List of Key Professionals as per annexure-II, III &amp; IV</li> </ul>		
3	<b>Financial Soundness:</b>	Copies of <ul style="list-style-type: none"> <li>Registration of firm/ companies/ valid document of creation of consortium</li> <li>IT statement for last five financial years.</li> <li>Registration with Service Tax.</li> <li>Registration with GST</li> <li>Copy of PAN.</li> </ul>		
4	<b>Presentation:</b>	<ul style="list-style-type: none"> <li>Hard copy of the Presentation</li> </ul>		

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

Name and Signature of applicant

Date:

Seal

**Experience of the Applying Bidder/Firm**

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

1. Assignment Name
2. Location
3. Narrative Description of Project
4. Name of Employer
5. Address
6. Duration of assignment
7. Start Date (Month / Year)
8. Completion Date (Month / Year)
9. Approx. Value of Services
10. Name of Associated Bidders, if any
11. Name of main staff members involved and functions performed
12. Description of Actual Services Provided by Your firm

Annexure II

List of Key Professionals whose CV and experience is to be evaluated

Sl. No.	Name	Qualification	Years of experience	Details of task to be undertaken in this project	Remarks

**Format of Curriculum Vitae (CV)**

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

**Certification:**

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

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

(Signature)

**Annexure IV**

**Composition of the team personnel and Task(s) of each Team Member**

Sl. No.	Name	Position	Task in the proposed work

**PERFORMANCE BANK GUARANTEE**

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

Bank Guarantee No: .....

Amount of Guarantee: .....

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

Guarantee Expiry Date: .....

Last date of Lodgement: .....

Date: .....

WHEREAS Director General Archaeological Survey of India, New Delhi 110011 having its office at, New Delhi-110011 (hereinafter referred to as "The Owner" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [Please insert date of acceptance of the letter of acceptance(LoA)] ("Contract") with [insert name of the Successful Bidder] .....(hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of manpower services ("Manpower Services" shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Documents] dated [insert date of issue of Tender Documents].....and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to 10% (ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "Guaranteed Amount") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.



AND WHEREAS the Contractor has approached [insert the name of the scheduled bank] (here in after referred to as the "Bank") having its registered office at [insert the address].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder :-

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

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

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

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

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

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

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

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

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

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

(xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [date of power of attorney to be inserted].....granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

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

## Financial Proposal

Sl. No.	Task/Activity	Amount in figures	Amount in words
1.	Concept design with gallery/venue evaluation and assessment		
	Sub Total		
2.	Preliminary Drawings and specifications with preliminary estimates		
	Sub Total		
3.	Working Drawings specifications and schedule of quantities to estimates of cost		
	Sub Total		
4.	Execution of work with material and supervision		
	Sub Total		
5.	Completion report with photo/drawing documents		

6.	Miscellaneous Cost with detail		
7.	Sub Total		
8.	Applicable Taxes		
9.	Grand Total(in figures)		
10.	Grand Total(in words)		

#### **24. FINANCIAL BID OPENING PROCEDURE**

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

#### **25. FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER**

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

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

##### **Illustration-2**

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

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

### Illustration-3

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

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

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

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

## **TERMS OF REFERENCE [SCOPE OF WORK]**

### **1. Scope of Work**

#### **1.1 Conceptual theme and design of the Museum**

1.1.1 Content development and storyline

1.1.2 Content of each gallery

1.1.3 The development of holistic display system, preparation of graphic and textual materials including artifacts/ objects, models, preparation of graphic and textual materials, content and medium of display like captions, digital labels, blow ups, interpretative boards, interactive technological options like kiosks, plasma screens, use of audio video and multimedia, etc.

1.1.4 Any other item necessary for visitor interpretation and facilitation

#### **1.2 Venue evaluation and assessment**

1.2.1 Study of existing building, galleries and its environs

1.2.2 Analysis of the existing building/galleries and its environs for its adaptations to display exhibits for the said museum

1.2.3 Provision for maintaining record of visitors to the museum; record for temperature, RH, inside the showcases/galleries

1.2.4 Any other study/investigation required for setting-up of the museum

#### **1.3 Space Planning**

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

1.3.1 Any creative addition like gate, background, fascia to the theme

1.3.2 Facilities of universal access

1.3.3 Visitor flow patterns with entry-exit system and adequate security

1.3.4 Overall interior design scheme & Specifications

1.3.5 Interior architectural additions and alterations - Without any structural change in the galleries/space available at the museum building

1.3.6 Design of display of objects

1.3.7 Illumination design

1.3.8 Information and interpretation system including graphic design, various type of signage and its content, equipments required etc.

1.3.9 Indoor plant scope and furniture

1.3.10 Selection of materials, equipments and other related elements

1.3.11 Any other item or scope of work necessary of efficient and meaningful display of the exhibits

#### **1.4 Inspection and evaluation of works at each venue**

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

#### **1.5 Coordination**

1.5.1 Coordinate with the Archaeological Survey of India, host museums, other private/public authorities as per requirement at the venue so as to enable setting-up of the museum with cost, quality and time control.

### **2. SCHEDULE OF SERVICES**

The Bidder may submit proposal (technical and financial) as per stages of services marked below for each venue. He shall submit proposal as described at clause 2.3 under instructions to the Bidders.

#### **2.1 Stage 1: Concept Design**

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

2.1.2. Prepare conceptual designs with reference to requirements as described in clause scope of work and prepare rough estimates of cost as per the specifications proposed.

2.1.3 Submit at least 2 copies of documents and drawings along with soft copy as mentioned in clause 2.1.1 and 3.1.2 to Archaeological survey of India.

#### **2.2 Stage 2: Preliminary Drawings**

- 2.2.1 Modify conceptual designs incorporating required changes as suggested by Archaeological Survey of India
- 2.2.2 Prepare preliminary drawings and specifications with preliminary estimates for Archaeological Survey of India
- 2.2.3 Submit at least 3 copies of documents and drawings as mentioned in clause 3.2.2 to Archaeological survey of India for its comments

### **2.3 Stage 3: Working Drawings**

- 2.3.1 Modify preliminary drawing incorporating required changes as suggested by Archaeological survey of India.
- 2.3.2 Prepare working drawings, specifications and schedule of quantities to estimates of cost.
- 2.3.2 Submit at least 3 copies of documents and drawings as mentioned in clause 3.2.2 to Archaeological survey of India and clarify any decision or interpretation of drawings and specifications that may be required at any time till completion of project.

### **2.4 Stage 4: Execution of works with material and supervision**

- 2.4.1 Issue and clarifying working drawings and details for proper execution of works.
- 2.4.2. Approval of samples of various materials, elements and components by ASI as per approved specifications.
- 2.4.3. Making of showcases, pedestals, illumination, backgrounds, write-ups, furniture layout, etc. As per approved design/plan including dismantling /removal of any temporary showcases, etc. and white washing of galleries as per colours scheme of the approved plan.
- 2.4.4 Visit the venue at intervals to inspect and evaluate the progress of works and wherever necessary clarify any decision, offer interpretation of the drawings/specifications, attend meetings to ensure that the project proceeds in accordance with the conditions of the contract and keep Archaeological survey of India informed and give advice on actions as required.
- 2.4.5 Coordinate with the Archaeological survey of India and to enable completion of project with cost, quality and time control.



## 2.5. Stage 5: Completion of display

2.5.1 Prepare and submit completion reports and two sets of drawings and photo documents including all works as executed at gallery/venue.

## 3. TIME SCHEDULE

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

The total time from date of order to the handing over of museum, completed in all respects as per plan submitted shall be 365 days

## 4. Schedule of payment

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

Sl. No.	Stage as per Schedule of Service	Percentage of Payable fees at the completion of each stage	Cumulative payment made until that stage
1	Retainer		15% of the total professional fees payable, adjustable at last stage
2	Stage 1 <b>Concept Design</b>	10% of the total professional fee payable	10% of the total professional fee payable
3	Stage 2 <b>Preliminary Drawings</b>	10% of the total professional fee payable	20% of the total professional fee payable
4	Stage 3 <b>Working Drawings</b>	40% of the total professional fee payable	50% of the total professional fee payable
5	Stage 4 <b>Execution of works with material and supervision</b>	20% of the total professional fees. 70% of execution charges for work.	80% of the total professional fee payable 70% of execution charges for work
6	Stage 5 <b>Completion Report</b>	15% of the total professional fee payable. 30% of execution charges for work.	100% of the total professional fee payable 100% of execution charges for work

## **5. Taxes**

5.1 All taxes levied by law, such as service tax, GST etc. contingent to professional service rendered by the Bidder shall be payable by the Archaeological Survey of India.

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

## **6. The Support or input to be provided by the Archaeological Survey of India**

6.1 To provide requirements of the museum and convey decisions of the Archaeological Survey of India within a reasonable time.

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

6.3 To give effect the professional advice of the Bidder.

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

## GENERAL TERMS OF CONTRACT

### 1. Definitions

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

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

**1.2 "Archaeological Survey of India's Representative"** means any officer nominated from time to time by the **Archaeological Survey of India** to act on his behalf.

**1.3 "Bidder"** means an individual, firm, Company, who were short listed as per the criteria laid down in the RFP Documents for setting-up and modernization of museum in response to tenders invited by the Archaeological Survey of India.

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

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

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

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

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

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

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

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

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

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

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

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

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

**1.17 "Letter of Acceptance"** means the letter from the Archaeological Survey of India to the Bidder, conveying acceptance of the Proposal.

**1.18 "Month"** means the calendar month.

**1.19 "Day"** means the calendar day.

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

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

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

## **2.0 Heading and marginal notes**

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

## **2.2 Notices, consents, Approvals, Certificates and Determination**

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

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

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

## **4.0 Communication and language of contract**

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

4.2 The Contract document shall be drawn up in English.

### **5.0 Laws governing the contract**

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

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

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

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

### **7.0 Bidder's Comprehension**

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

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

### **8.0 Communication between Archaeological Survey of India and Bidder**

8.1 Instructions given by the Archaeological Survey of India shall be in writing, provided that if for any reason the Archaeological Survey of India considers it necessary to give any instructions orally, the Bidder shall comply with such

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

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

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

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

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

## **9.0 Duties and Authority of Archaeological Survey of India**

9.1 The Archaeological Survey of India shall carryout the duties specified or implied in the Contract including issue of instructions, decisions, certificates and orders, as are specified in the contract, or necessary for the observance/administration of the Contract and expeditious and timely completion of the works/services as per the contract.

## **10.0 General Obligations of the Bidder**

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

10.2 The Bidder shall promptly inform in writing to the Archaeological Survey of India of any error, omission, fault and other detects, in the design, drawings or Specifications for the works/services as per the contract which are noticed while

reviewing the Contract documents or in the process of execution of the works/services as per the contract.

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

10.4 The Bidder shall enter into and execute the Contract agreement in the Form of Agreement as annexed at Annexure II within 15 days from the date of issue of Letter of Acceptance. The stamp papers of the requisite value as per the prevailing laws shall be provided by the Bidder at his own cost. Original agreement shall be retained by the Archaeological Survey of India and a certified copy shall be made available to the Bidder. However, Archaeological Survey of India may add any clause at the time of agreement for smooth execution of works/services as per the contract and management of the contract under the rules.

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

## **11.0 Subcontracting**

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

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

11.2.1 The provision of labour, or

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



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

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

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

## **12.0 Provisions of Efficient and Competent Staff**

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

12.2 The Bidder shall engage only such staff as are capable, careful, and skilled. The Archaeological Survey of India shall be at liberty to object to and order the Bidder to remove forthwith from the works / services, any person employed by the Bidder in or about for provision of services, who, in the opinion of the Archaeological Survey of India, misconducts himself or is incompetent or negligent in the proper performance of his duties or whose engagement is otherwise considered by the Archaeological Survey of India to be undesirable and such person shall not be employed again in the works / services without the written permission of the Archaeological Survey of India.

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

## **13.0 Commencement of Works/Services**

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

## **14.0 Delay and Extension of Contract Period**

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

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

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

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

14.4.1 Any force majeure event or

14.4.2 Delay on the part of other Bidders engaged directly by the Archaeological Survey of India, on whose progress the performance of the Bidder necessarily depends or

14.4.3 Any relevant order of court or

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

The Archaeological Survey of India may grant such extensions of the completion period as in his opinion is reasonable.

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

14.6 If the delay in the completion of the whole works/services as per the contract, beyond stipulated completion period including extension of time approved by the Archaeological

Survey of India, is due to the Bidder's failure or fault, and the Archaeological Survey of India's representative feels that the remaining works/services as per the contract can be completed by the Bidder in a reasonable and acceptable short time, then, the Archaeological Survey of India may allow the Bidder extension or further extension of time, for completion, as he may decide, subject to the following:

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

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

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

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

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

## **15.0 Termination of Contract due to Bidder's Default**

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

15.1.1 becomes bankrupt or insolvent, or,

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

15.1.3 being a company or corporation goes into liquidation by a resolution passed by the Board of Directors/General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or

reconstruction); or has execution levied on his goods or property or the works/services, or

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

15.1.5 abandons the contract, or

15.1.6 Persistently disregards instructions of the Archaeological Survey of India or contravenes any provisions of the contract, or

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

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

15.1.9 Suppresses or gives wrong information while submitting the Proposal.

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

15.2 In such a case of termination, the Archaeological Survey of India may adopt the following courses

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

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

**Entitlement of Archaeological Survey of India:**

In cases described above, the Archaeological Survey of India shall be entitled to:

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

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

**16.0 Termination of Contract on Archaeological Survey of India's Account**

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

16.2 Notice in writing from the Archaeological Survey of India of such termination and reasons therefore, shall be conclusive evidence thereof. In such a case, the value of works/services done up to date by the Bidder, shall be paid for in full by the Archaeological Survey of India, at rates specified in the contract.

16.3 In case of determination of contract on Archaeological Survey of India's account as described above, the claims of the Bidder towards expenditure incurred by him in the expectation of completing the whole works/services as per the contracts, shall be admitted and considered for payment as deemed reasonable and are supported by the documents/vouchers etc. to the satisfaction of Archaeological Survey of India. The decision of the Archaeological Survey of India on the necessity and propriety of such expenditure shall be final and conclusive. However, the Bidder shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the works/services as per the

contract in full but which he could not in consequence of determination of contract under this clause.

#### **17.0 Death of Bidder/Partner**

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

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

#### **18.0 Modification to Contract**

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

Survey of India unless and until the same are incorporated in a formal instrument and signed by the Archaeological Survey of India and the Bidder.

#### **19.0 Modifications to Works/Services**

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

#### **20.0 Rates for items of Works/Services**

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

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

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

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

## **22.0 Items not included in the Financial Proposal**

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

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

22.3 In all cases where extra items of works/services are involved, for which there are no rates in the accepted Financial Proposal, the Bidder shall give a notice to the Archaeological Survey of India, of at least 7 days before the need for their execution arises. Such a notice shall not however be necessary if the Archaeological Survey of India has already instructed in writing to take up such an item of works/services. To decide the rate, the Bidder shall furnish detailed analysis of the rates on the lines mentioned in sub-clause 27.2 above and attend a meeting with Archaeological Survey of India to settle the rate as and when called for. The Bidder shall be bound to furnish the requisite details and to attend the meeting.

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

22.5.1 The decision of the Archaeological Survey of India under this clause shall be final and binding.

## **23.0 On Account Payments**

23.1 The Bidder shall be entitled to be paid from time to time, by way of "On-account" bills, only for the contract. Such payments shall be made at intervals as per the schedule of payments. Payments shall be made only on submission of bills



along with necessary documents by the Bidder for scrutiny of the Archaeological Survey of India. The amount certified shall account for all deductions, including statutory deductions as for income tax, etc., and any amounts due from the Bidder. Such payments made by the Archaeological Survey of India shall not constitute any final acceptance of the works/services.

## **24. Final Payments**

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

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

## **25.1 Mode of Payment and Tax Deduction at Source**

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

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

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

## **25.2 Completion Certificate**

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

## **26.0 Post Payment Audit**

It is an agreed term of the contract that the Archaeological Survey of India reserves to himself the right to carry out a post payment audit or technical examination of the works /services as per the contracts and the final bill including all supporting vouchers, abstracts, etc. If as a result of such

examination, any over payment to the Bidder is discovered to have been made in respect of any works/services done, the Bidder will be bound to refund the same to the Archaeological Survey of India or may be adjusted against any dues of the Bidder. If any under payment is discovered, the Archaeological Survey of India shall pay the same to the Bidder. Such payments or recoveries, however, shall not carry any interest.

## **27.0 Force Majeure**

27.1 If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by the Archaeological Survey of India or the Bidder shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake or any other act of God, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory, rules, regulations, orders or requisitions issued by a Government department or competent authority (hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.

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

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

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

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

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

## **28.0 Settlement of Disputes**

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

### **28.1 Mutual Settlement**

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

### **28.2 Conciliation/Arbitration**

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

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

28.2.3 Director General, Archaeological Survey of India may appoint any person as Sole Conciliator or Sole Arbitrator, as the case may be. In case, the Director General, Archaeological Survey of India decides to appoint a Sole Conciliator/Sole Arbitrator, then a panel of at least three names will be sent to

the Bidder. Such persons may be working/retired employees of the Government who had not been connected with the work. The Bidder shall suggest minimum two names out of this panel for appointment of Sole Conciliator/ Sole Arbitrator. The Archaeological Survey of India will appoint Sole Conciliator/Sole Arbitrator out of the names agreed by the Bidder.

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

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

28.2.6 The language of proceedings, documents or communications shall be 111 English and the award shall be made in English in writing.

28.2.7 The conciliation/arbitration proceedings shall be held 111 Delhi at a venue decided by Conciliator/Arbitrator.

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

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

### **28.3 Settlement through Court**

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

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

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

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

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

#### **29.0 Jurisdiction of Courts**

Jurisdiction of courts for dispute resolution shall be New Delhi.

#### **30.0 Addition of New Clauses**

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

## **SPECIAL TERMS OF CONTRACT**

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

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

### **1.2 Order of Priority of Contract Documents**

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

1.2.1 Letter of Acceptance of Proposal

1.2.2 Letter of invitation [Notice Inviting Request For Proposal]

1.2.3 Instructions to the Bidders/Bidders

1.2.4 Terms of Reference [Scope of Work]

1.2.5 Special Terms of the Contract

1.2.6 General Conditions of Contract

1.2.7 Technical Proposal

1.2.8 Financial Proposal

### **2.0 Obligations of the Bidders**

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

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

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

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

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

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

### **3.0 Procedure for monitoring the work**

The Bidder's work shall be reviewed after completion of every stage as mentioned in clause 3 of the terms of reference by the committee as appointed by the Archaeological Survey of India as per the time schedule and activity programme agreed between the Bidder and Archeological Survey of India. The monitoring schedule agreed shall be in written format.



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

THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_ (Month/year) between **Archaeological Survey of India, 24, Tilak Marg, New Delhi**, acting through (Director General and his representatives, hereinafter called "the Archaeological Survey of India") of the one part and ----- (name and address of the Bidder) (hereinafter called "the Bidder") of the other part.

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

NOW THIS AGREEMENT WITNESS as follows:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement:

- ) Letter of Acceptance of Proposal
- ) Letter of invitation [Notice Inviting Request For Proposal]
- ) Instructions to the Bidders
- ) Terms of Reference [Scope of Work]
- ) Special Conditions of the Contract
- ) General Conditions of Contract
- ) Technical Proposal
- ) Financial Proposal

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

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

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

(Name, Designation and address of  
the authorized signatory)

(Name, Designation and address of  
the authorized signatory)

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

Signed for and on behalf of  
Archaeological Survey of India  
in the presence of:

Witness:

1.

2.

Witness:

1.

2.

**Evaluation of proposals \*\*****1- Evaluation of the work experience**

<b>Evaluation of the Work Experience</b>		
<b>Sl. No.</b>	<b>Criteria</b>	<b>Marks</b>
1	<b>Experience in planning, designing and execution of museums related to wars, arms and related themes</b> (Maximum 10 marks for one museum work)	20
2	<b>Experience in planning and designing and execution of museums</b> (Maximum 05 marks for one museum work)	10
3	<b>Experience in conducting standard exhibition/galleries</b> (Maximum 2.5 marks for conducting one standard exhibition/ gallery on the subject)	10
<b>Total</b>		<b>40</b>

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

	<b>criteria</b>	<b>Maximum marks</b>
1	<b>Experienced Museologist/ Archaeologist</b> - 01 marks against per 02 years experience upto maximum of 03 marks.	03
2	<b>War Historian/ Arms Expert-</b> 01 marks against per 02 years experience upto maximum of 03 marks.	03
3	<b>Designer-</b> 02 marks against per 02 years experience upto maximum of 06 marks	06
4	<b>Architect/ Planner-</b> 01 marks against per 02 years experience upto maximum of 03 marks	03
<b>Total</b>		<b>15</b>

**3- Evaluation of the Financial Soundness**

<b>Evaluation of the Financial Soundness</b>		
<b>Sl. No.</b>	<b>Criteria</b>	<b>Marks</b>
1	<b>Design and display work up to 25 lakhs</b>	05
2	<b>Design and display work above 25 lakhs and up to 50 lakhs</b>	2 per 5 lakhs=10
<b>Maximum total marks</b>		<b>15</b>