



Birla Industrial and Technological Museum
(A Unit of National Council of Science Museums)
19A Gurusaday Road, Kolkata – 700019, W.B.

Ref. No: BM-49(387)/W/2023

Date: 13.08.2023

Invitation for Expression of Interest
for
Engagement of Project Management Consultant
for
Fire Safety Work

- 1. Letter of invitation for expression of interest:** Invitation for expression of interest to engage in fire safety work as Project Management consultant (PMC) for up gradation, augmentation and design of fire safety solution and project management consultancy of the Old Museum Building and NTC Building in the campus of BITM.

Invitation for expression of interest in annexure – I from eligible, reputed and experienced **Project Management Consultant (PMC) for fire safety work**, and project management consultancy to register their interest in providing fire safety project management consultancy services for up-gradation, augmentation, design and implementation of fire safety solution and related services for the Old Museum Building (heritage) and NTC building in the campus of BITM.

Interested Project Management Consultant, satisfying the requirement, may submit expression of interest to **“The Director”, Birla Industrial and Technological Museum** by 08.09.2023 along with all relevant documents.

2. Brief Objective of the Work: BITM is Class –I heritage structure are now covered under Group-B assembly building sub-division D-3. However, considering their National Importance, irreplaceable high value of their structures and contains, and the obligatory need for their preservation, it is felt this historical structure should have been consider as a separate occupancy class. As is the generally accepted international practice. This special buildings and structures, because of their normally isolated locations, age, peculiar type of construction and highly combustible materials, contain and decorative materials, present unique fire protection challenges. They, therefore, demand thoroughly imaginative and innovative performance-best approach for design and installation of fire protection and life safety system if there to be saved from the ravages of fire as had been the experienced the world over.

BITM had different galleries on various science exhibits about Electricity, Petroleum, Nuclear Physics, Metallurgy of Iron, Steel and Copper, Optics, Artifacts, Electronics and Television. Exhibits material used as plywood, teakwood, fiber glass, PVC board, Foam Board, Laminated Board, Acrylic Sheet, Vinyl Sheet, PVC flooring, Carpet Flooring as interior finishes, particularly wall and ceiling linings play a vital role in the fire growth and eventually in the fire size. Interior finishes or linings also provide a large unbroken surface over which flame spreads. The flame from the interior finish may released sufficient thermal energy for the formation of a hot gas layer which may become thick attaining a temperature around 600 degree centigrade and starts descending from the top. At this stage all the combustible contains as well as the furnishings in the rooms may simultaneously get ignited which is known as flash/over or full fire involvement. This can happen even in a few minutes. Use of combustible interior finishes (interior linings) such as low density fiber board ceilings, wood paneling, textile all coverings, vinyl wall coverings, cellular polyurethane and polystyrene materials and combustible floor coverings, had resulted in severe fire hazards. As many visitors, many school going children and staff may be present in the historical buildings and museums, life safety must always be our major concern.

3. Schedule of Selection Process:

The BITM would endeavor to adhere to the following schedule:

Sl. No.	Event Description	Date & Time
1.	Advertisement inviting Expression of Interest for PMC (Website, Newspaper)	13.08.2023
2.	Website for downloading EOI documents, corrigendum addendums etc. (https://bitm.gov.in/tender).	13.08.2023
3.	Pre-Bid inspection of Site	Ref. Clause 4 of EOI document.
4.	Last date for receiving queries/clarifications	05.09.2023
5.	BITM responds to queries	06.09.2023
6.	Last date of submission of Bid(s)	08.09.2023
7.	Opening of Technical Bids	13.09.2023
8.	Evaluation of Technical Bids	
9.	Last date for receiving replies to queries if any,	18.09.2023
10.	Opening of Financial Bids	Will be notified to successful bidders.

- 4. Pre-Bid Inspection of Site:** Prospective applicants may visit the site and review the site at any time prior to last date of submission of Bid(s). For this purpose they will provide notice to the persons specified below at least two days prior to the visit:

Phone No: (033) 2287-7241; Mob: 9477345291, 9477345292

- 5. Scope of Work:** To carry out survey and provide professional services on life and fire safety provisions based on National Building Code of India-2016, Part-IV (Life and Fire Safety) and IS-14850(2000): Fire Safety of Museums – Code of Practice.

The main scope of work aims and objectives of consultancy services are as under:-

- (i) Audit of existing fire protection arrangements and to suggest necessary improvements, modifications to ensure optimal operational efficiency of the system and equipment including procedures for preventive maintenance schedule.
- (ii) Examination of existing smoke detection and fire alarm system, fire hindrance system and portable fire extinguishers and means of escape for life safety.
- (iii) Suggestion for segregating, compartmental on mechanical ventilation and air pressurisation etc., wherever required to ensure life safety and smooth evacuation during smoke logging in case of fire.
- (iv) Study of various facets in fire safety design including flammability, characteristics of building materials, sectioning of building into fire and smoke zones, escape routes, structural heat tolerances, predicting fire spread, fire warning systems and fire extinguishing equipment.
- (v) Survey for risk assessment, fire fighting and rescue operation.
- (vi) Assessment of total fire protection appliances, systems and equipments (fire fighting, search rescue and life safety) for each building of the museum.
- (vii) Preparation of specifications & schedule of quantities, cost estimate for each job, tender documents, preparation of comparative statement of bidders and furnishing recommendation thereon, checking of Contractor's bill etc.
- (viii) Suggestions, advice and guidance to the BITM institutions relating to fire prevention, fire fighting and rescued capabilities and fire engineering.
- (ix) Design shall be based on the requirement specified in the tender and as per site condition. Hence, tenderer shall visit the site before quoting their rate. Therefore, it is the responsibility of the PMC who himself shall acquire with site condition and quote accordingly.

- (x) Conducting site survey/study for visibility and gathering all the necessary information related to fire safety.
- (xi) Preparation and submission of design basis report (DBR).
- (xii) Preparation of tender documents of proposed systems including engineering drawing.
- (xiii) Development and submission of detailed engineering document with drawing.
- (xiv) System write up.
- (xv) Technical specification of all major equipment along with acceptance criteria.
- (xvi) Bill of Quantities (BOQ).
- (xvii) Approved Vendor List.
- (xviii) Preparation of Bar Chart, indicating activities, target dates, and also monitoring/inspecting with respect various pages of work.
- (xix) Preparation of commissioning norms and accepting parameters. Schedule of commissioning and handing over.
- (xx) Evaluation of receipt offers technically and attained discussions with the bidders to obtain clarifications/confirmations thereafter furnishing recommendation.
- (xxi) Scrutiny of technical offers from equipment supplier and installer etc.

- (xxii) Submission of recommendation with comparative statement of the above work.
- (xxiii) Monitoring and inspection of all stages of the implementation of the system (s) for quality once in a fortnight.
- (xxiv) Final inspection along with project authority to witness commissioning and performance run of the system as per commissioning norms, acceptance parameters and operation philosophy of the system.
- (xxv) To furnish hardcopy and soft copy of all **Civil and Architectural** drawings.
- (xxvi) To obtain necessary clearances like; NOC from the KMC and West Bengal Fire Service Department on proposed fire safety system.

6. Instructions to PMC:

- (i) Selection of PMC will be Quality and Cost Based Selection (QCBS) method, out of firms responding to the Request for Proposal. (RFP)
- (ii) PMC should familiar themselves with local conditions and take them into account in preparing those bids. PMC should bear all cost associates with the preparations and submission of their bids.
- (iii) In preparing their bids PMCs are expected to go through the documents comprising the tender documents.
- (iv) The technical and financial bid envelopes should be submitted in a separate sealed envelope with the name of the job and “Technical Bid” and “Financial Bid” specially mentioned on the envelope.

7. Eligibility Criteria of PMC:

- (i) The applicant should have at least 7 years of experience in fire safety engineering with proven track record in designing fire safety measures for various kinds of fire hazards in educational residential and industrial complexes, IT/industrial sector in preparation of DPR/Supervision/Implementation/Safety Audit/Work Zone Safety/Planning etc. of fire safety solutions like early warning addressable fire and smoke detection systems, passive fire safety design, water and mist sprinkler system, wet riser etc.

- (ii) The applicant should have sufficient number of technical and administrative employees for the proper execution of the consultancy job.
- (iii) Knowledge and exposure of local/national/international code of practice on fire safety.
- (iv) Experience of fire safety audit assignment or fire safety planning.
- (v) Should be qualified to obtain No Objection Certification from all statutory authorities on proposed fire safety system.

8. Selection of PMC: Selection of PMC will be Quality and Cost Based System (QCBS) method, out of firms responding to the Request for Proposal (RFP). Final selection by QCBS with weight age of 80% to technical score and 20% to financial score. The BITM authority may accept or reject any application.

9. Conflict of Interest:

- (i) An applicant shall not have a conflict of interest that may affect the selection process or the consultancy (the “conflict of interest”). An applicant shall not have any conflict of interest with any agencies/vendors/OEMs/Dealers/Distributors/Solution.

Providers/Professionals whose products and/or services would be needed in subsequent implementation of the fire safety solution. Any applicant found have a conflict of a interest shall be disqualified.

- (ii) The PMC shall not receive any remuneration in connection with the assignment except as provided in the contract. It is the requirement of the consultancy contract that the PMCs should provide professional, objective and impartial advice at all times hold the clients interest paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interest.

10. **Annexure-1: Application Format:**

Pre-Qualification For Fire Safety PMC

Ref.....

Date.....

- (i) Name of the Firm:
- (ii) Whether Proprietorship/Partnership:
- (iii) Name of Proprietor/Partners:
- (iv) Educational Professional Qualification of Proprietor/Partner:
- (v) Address:

(vi) Email:

(vii) Contact No.:

(viii) Contact Person:

(ix) PAN:..... (Enclose Proof).

(x) GST Reg. No:..... (Enclose Proof).

(xi) Service Tax Reg No:..... (Enclose Proof).

(xii) Document Checklist:

Attachment	Document	Submitted (Yes/No)
A)	List of relevant work executed during last seven years indicating Executed value. Completion Certificate against corresponding work order to be furnished. Name, Address, Phone No. and email ID of contact persons of the places where those jobs have been executed has been provided.	
B)	Auditor's Report (Statement of Accounts) for the last 3 years.	
C)	List of current commitments (staff-months) with any of the Units/Autonomous Institutes/PSUs if any	
D)	Educational Qualification	
E)	Membership/Affiliation Certificate of Societies/Bodies/Institution	

11. **Deliverable required from the PMC:** As mentioned in **Point 5** scope of work.
12. **Schedule for completing the assignments:** 3 months for designing including submission of tender documents.
13. **Information to PMC:** PMCs are invited to submit a technical bids and financial bid for consultancy services. Shortlisted empanelled PMCs may note that the cost incurred in the preparation of the bid and successfully discussion including a visit to the clients office of proposed location connected with the assignment, are not reimbursable, and for which the client is not bound to accept any claim. Evaluators of technical bids shall not have access to the financial bids until the technical evaluation is concluded. The envelope containing the financial bid, is not opened till the technical evaluation is complete. The financial bid of only such bidders will be opened which qualify for the technical bids.

The name of the client is: Birla Industrial and Technological Museum (A unit of NCSM), Ministry of Culture, Govt. of India.

The name of the work is: Project Management Consultancy Services for Fire Safety Work in the Old Museum Building and NTC Building at BITM.

14. **Technical Bid:**
 - (i) PMC is expected to examine all terms and instructions included in the documents furnished with tender. Failure to provide requisite information may result in rejection of bid.
 - (ii) While preparing the technical bid, the PMC must give particular attention to the following:
 - (a) PMC should have requisite expertise while making the offer. In case the firm consider that if does not have all the expertise for the assignment, it may obtain such expertise by associating with individual PMC, as appropriate. This association shall be subject to the approval of the client. PMC may or may not associate with other PMCs invite on this assignment.

- (b) The PMC must have relevant educational qualification and experience.
- (c) The PMC for the job of the client should be permanently assigned with the entire project till the end of the same.
- (iii) Technical Bid should provide the following information, but not limited to, using the attach standard format.
 - (a) A brief description of the PMCs organization and outline of experience on assignments of the similar nature.
 - (b) Detail of specific experience/expertise.
 - (c) Confirmation of salient technical conditions mentioned in Tender Document.
 - (d) List of current commitments.
 - (e) Details of similar work executed during last 7 years, along with name, address, phone no. and email ID of contact persons of the places for those jobs have been executed.
 - (f) Auditors report (statement of accounts) for the last 3 years.
- (iv) The technical bid shall not include any financial information.

15. Financial Bid:

- (i) In preparing the financial bid, PMC is expected to take into account, besides technical requirement, commercial condition specified in the tender document. The financial bid should follow but not limited to standard formats.
- (ii) The financial bid should clearly indicate, as separate amount, taxes, duties, levies and other charges, as prevailing on the date of submission of the financial bid, consider under the applicable laws on the consultancy assignment.
- (iii) The financial bid should consider the mode of payment (refer clause no. 22).
- (iv) The financial bid should be unconditional.
- (v) Taxes/Duties/Levy and other charges will be paid as per prevailing rate on the date of arranging payment.

16. Validity of application: All offers submitted should be valid for 90 days from the date of opening of technical bid.

17. Submission, receiving and opening of bids:

(i) The original one copy of technical bid and financial bid must be printed in in delibale ink. The bids should not contain any inter-lineation or overwriting except as necessary to correct error made by PMCs themselves. Any such correction must be initiated by the person or persons signing the bids.

(ii) PMC must sign all pages of the bids. In case of an authorized representatives signs on behalf of PMC, representative's authorization has to be confirmed by a written power of attorney accompanying the bids.

- a. Right to reject any or all bids:** Notwithstanding anything contained in this Request for Proposal (RFP), this museum reserves the right to accept or reject any bid and to annual the selection process and reject all bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

Without prejudice to the generality of this clause this museum reserves the right to reject any bid if:

(i) At any time, a material misrepresentation is made or discovered.

(ii) The applicant does not provide within the time specified by the museum.

The supplemental information sought by the museum for evaluation of the Bid.

(iii) If key personal indicated by a firm matches with the key personal of another empanelled firms, bids of both the firm will be rejected without assigning any reason thereof.

(iv) Mis-representation/improper response by the applicant may lead to the disqualification of the applicant.

- b. Evaluation of technical bids and financial bids for selection of**

PMC: A **PMC Evaluation Committee** will be responsible for evaluation and ranking of bid received. A two stage procedure will be adopted in evaluating the bids.

(i) Technical Evaluation, which will be carried out prior to opening any financial bids; and

(ii) Financial Evaluation. Each PMC/Firm will be ranked using a combined technical and financial score.

Evaluation shall be made under Quality and Cost Based Selection (QCBS) system. Under QCBS the technical proposal based on available data in the bid will be allotted weight age of 80% and only agencies securing minimum 80% marks in technical evaluation shall be considered technically qualified.

Technical Evaluation shall be based on the following criteria as appended below:

Points		Appropriately Specified marks
i)	Organizational set up & man power resource.....	6
ii)	Experience/Expertise of the firm related to the Assignment.....	10
iii)	Adequacy of the proposed methodology, work plan, time schedule etc.	20
iv)	Qualification and competence of the staff for the assignment.....	50
v)	Quality assurance system related to the assignment.....	5
vi)	Suitability of skill transfer programmer (training), if applicable.....	5
vii)	Previous experience with the Central Govt/State Govt./PSU on similar Assignments.....	4
Total=		100

Financial proposal (**Lump Sum** basis). Of only those agency who are technically qualified shall be open publically on the date and time specified to be notified separately, in the presence of the agencies representative who wish to attain. Financial proposal will be allotted weight age of 20%.

Financial proposal will be checked and the bidder will be ranked accordingly. The lowest financial bid would be secure 20 marks. And the Score (s) of the other bidder(s) shall be evaluated as per illustration cited below.

Bidders	Lumpsum cost given in the financial bid	Calculation	Normalized Score
Bidder L-1	1000	$1000 \times 20 / 1000$	20.00
Bidder L-2	1100	$1000 \times 20 / 1100$	18.18
Bidder L-3	1250	$1000 \times 20 / 1250$	16.00

The numerator will be the charges as Lump Sum fee quoted by L1 and denominator will be the bidder charges as Lump Sum fee quoted by respective bidders. **The work shall be awarded to the agency securing the highest combine score in technical and financial evaluation.**

18. Technical Bid Submission form:

From: (Name of Firm)

To: The Director

Birla Industrial and Technological Museum

(A Unit of NCSM)

19A, Gurusaday Road, Kolkata – 700019

Subject: Project Management Consultancy Service for Up-gradation and Augmentation of Fire Safety Work for Old Museum Building and NTC Building at BITM, Kolkata-700019.

Sir/Madam,

We, the undersigned, offer to provide the consulting services for the above Project in accordance with your Letter Inviting Offer (Reference & Date) and our Bid as under SEALED TENDER. We are hereby submitting our Bid which includes this Technical Bid and a Financial Bid sealed under a separate envelope.

We understand you are not bound to accept any bid you receive.

We remain,

Yours faithfully,

Signature_____

(Authorized Representative)

Full Name_____

Designation_____

Address_____

Note:

- i) In case of proprietary firm, the Bids shall be signed by the Proprietor above his full typewritten name and the full name of his firm with his current address.
- ii) In case of partnership firm, the Bids shall be signed by all the partners of the firm above their full typewritten name and current address or alternatively by a partner holding power of attorney for the firm in which case a certified copy of partnership deed and current address of all the partners of the firms shall also accompany.
- iii) In case of a limited company or a PSU or a corporation, a duly authorized person holding power of attorney shall sign the Bids.

19. Particulars of assignment in hand: Provide information about all projects in progress, including those where the firm has received a letter of intent, but a formal contract has not yet been awarded. The list shall also include separately the Assignments in hand for the Units/PSUs.

Name of Client:

Contact No./Email Address of Client:

Address of Client:

Sl. No.	Description of work	Year	Job Value	Date of Commencement	Stipulated Date of Completion	Date of Actual Completion

20. Financial Bid Submission Form:

From: (Name of Firm)

To: The Director

Birla Industrial and Technological Museum

(A Unit of NCSM)

19A, Gurusaday Road, Kolkata – 700019

Subject: Project Management Consultancy Service for Up-gradation and Augmentation of Fire Safety Work for Old Museum Building and NTC Building at BITM, Kolkata-700019.

Sir,

We, the undersigned, offer to provide the consulting services for the above job in absolute rupees inclusive of all taxes accordance with your SEALED TENDER.

We undertake that, in competing for (and if award is made to us,) in executing the above contract, we shall strictly observe the laws' **"Prevention Corruption Act 1988"** against fraud and corruption.

We understand you are not bound to accept any bid you receive.

We remain,

Yours faithfully,

Signature_____

(Authorized Representative)

Full Name_____

Designation_____

Address_____

Note:

- i) In case of proprietary firm, the Bids shall be signed by the Proprietor above his full typewritten name and the full name of his firm with current address.
- ii) In case of partnership firm, the Bids shall be signed by all the partners of the firm above their full typewritten name and

current address or alternatively by a partner holding power of attorney for the firm in which case a certified copy of partnership deed and current address of all the partners of the firms shall also accompany.

- iii) In case of a limited company or a PSU or a corporation, a duly authorized person holding power of attorney shall sign the Bids.

21. Finance Bid:

From: (Name of Firm)

To: The Director

Birla Industrial and Technological Museum

(A Unit of NCSM)

19A, Gurusaday Road, Kolkata – 700019

Sub.: Financial offer for Project Management Consultancy Service for Up-gradation and Augmentation of Fire Safety Work for Old Museum Building and NTC Building at BITM, Kolkata-700019.

Sir,

We are submitting herewith our financial offer on lump sum basis to complete the assignment in all respect for your kind consideration.

Lump Sum Fees:	Rs.	(In words:.....)
Service Tax (%)		
Total Cost (In figures)		
Total Cost (In words)		

Yours faithfully,

Signature_____

(Authorized Representative)

Full Name_____

Designation_____

Address_____

Note: Payment will be made as per the mode of Billing and Payment.

22. Mode of Billing and Payment: In consideration of the services duly rendered, the professional fees of the PMC shall be reimbursed in 4 (four) stages as stated below:

Stage-I: Inspection of the site, submission of all the drawings (both hard copy and soft copy), design of fire safety work, Bill of Quantities, Tender Documents for inviting E-tender.

-----20% (twenty percent) of PMC's quoted Lump Sum fees.

Obtaining approval and N.O.C. from local authorities.

-----10% (ten percent) of PMC's quoted Lump Sum fees.

Stage-II: 10% (ten percent) of PMC's quoted Lump Sum fees shall be released after award of contract to the Executive Agency.

Stage-III: 40% (forty percent) of PMC's quoted Lump Sum fees shall be released pro rata linked with the payment to the various contractor on monthly/quarterly basis.

Stage-IV: Balance 10% (ten percent) of PMC's consultancy quoted Lump Sum fees shall be released after completion of all services including checking of final bills of contractors.

The final payment under this contract shall be made only after the final report and a final statement identified as such, shall have been submitted by the PMC and approved as satisfactory by the Engineer-in-Charge. The services shall be deemed completed and finally accepted by the Engineer-in-Charge and final report and final statement shall be deemed approved by the client as satisfactory, 90 days after received of the final report and final statement by the client, unless the client within such 90 days period, gives written notice to the PMC specifying in detail deficiencies in the services, the final report of final statement. The PMC shall there upon from we make any necessary correction, and upon completion of such corrections, the forgoing process shall be repeated. Any amount which the client has paid or caused to be paid in accordance with this clause in excess of the amounts actually payable in accordance with the provision of this contract shall be reimbursed by the PMC to the client within 30 days after receipt by the PMC of notice thereof. Any such claim by the client for reimbursement must be

made within 12 months after receipt by the client of a final report and a final statement approved by the client in accordance with the above.

23. Obligations of the PMC and Other Terms and Conditions:

a) Standard of Performance:

The PMC 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 machinery, materials and methods. The PMC shall always act, in respect of any matter relating to this Contract to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the client legitimate interests in any dealings.

b) PMC's Action requiring Client's prior Approval:

The PMC shall obtain the Client's prior approval in writing before taking any of the following action appointing such members of the Personal merely by title but not by name entering into subcontract for the performance of any part of the Services, it being understood:

- i) That the selection of the sub-PMC and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and
- ii) That the PMC shall remain fully liable for the performance of the Services by the sub-PMC and its personnel pursuant to the Contract;
- iii) That the Client shall have access to the premises of the sub-PMC to the extent necessary to coordinate the Services performed by the sub-PMC.

c) Documents prepared by the PMC to be the property of the Client:

All plans, drawing, specifications design, reports and other documents prepared by the PMC in performing the Services shall become and remain the property of the Client, and the PMC shall, not later than upon termination or expiration of the Contract, deliver all such documents to the Client, together with detailed inventory thereof. Client reserves the

right of repetitive use of these designs, drawings, specification etc. without any financial obligation to the PMC.

The PMC shall also return, along with detailed inventory there of, all plans, drawings, specification, reports etc. made available by the Client for performing the Services, upon termination or expiration of the Contract.

Copyrights and all proprietary rights of all design, drawings, specifications, software, programme, reports, formats, manuals documents etc. develop and prepared by PMC for this assignments shall vest with the Client and shall not use these for any other purpose/ assignment without the written permission of the Client. Any deviation to this effect will be dealt with in accordance with law.

- d) Abandonment of Work: In case, the work is abandoned by the PMC, without good and sufficient justifications and consequent loss suffered by the Client in getting the left out job completed from other agency, the PMC shall be liable to compensate the Client adequately by paying the difference(s) in the amount of the actual Contract value awarded to the new PMC for completing the left out balance work and the amount which would have been paid to the PMC had the PMC not abandoned the work.
- e) Responsibility for Data & Design: The final responsibility for the correctness, adequacy and accuracy of the design, drawings, technical specifications, tenders documents, purchase specifications, installation instructions and commissioning steps etc. furnished by the PMC, shall lie with the PMC. Moreover PMC should certify about the effectiveness of the entire system with all utilities, Services, Fire Fighting arrangements, etc.

The PMC shall ensure that all designs and services rendered by him, under this agreement, are in compliance with existing statutory regulations of bodies such as Electrical, Inspector as well as any other safety Authority. Inter-institutional coordination in the design & development of codes/software etc. shall also be the responsibility of the PMC.

- f) Liability of the PMC: Except in case of gross negligence of willful misconduct on the part of the PMC or on the part of any person or firm acting on behalf of the PMC is carrying out the Services, the liability of the PMC for all guarantees & warranties shall be limited to 100 percent of the Contract Price.

The limitation of liability shall not affect the PMC's liability, if any, for damage to Third parties caused by the PMC or any person or firm acting on behalf of the PMC in carrying out the Services.

In case of gross negligence of willful misconduct on the part of the PMC or on the part of any person or firm acting on behalf of the PMC is carrying out the services, the liability of the PMC shall be 100% of the contract value for defects in the deliverables/ deficiencies in the Services.

- g) Project Organization: The PMC shall ensure that all times during the PMC's performance of the Services a well defined project set up exists at his end. This set up only will interact with the Client's personnel in providing the Services.
- h) Access to Site: The Client warrants that PMC shall have, free of charge, unimpeded access to the site in respect of which access is required for the performance of the Services. The PMC will be responsible for any damage to such sites or any property thereon resulting from such access and will indemnify the Client in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Client or their personnel.
- i) Expected Matters: If the dispute or differences pertain to the undernoted matters the decision in writing of the Officer designated in and signing the contract documents shall be final, conclusive and binding on the parties.
- a) Instructions
 - b) Transactions with Local Authorities.
 - c) Proof of Quality of materials.
 - d) Assigning or under letting of the contract.
 - e) Certificate as to the cause of delay on the part of the contractor and justifying extension of time.

- f) Rectifying of defects pointed out during Defects Liability Period.
- g) Notice to the contractor to the effect that he is not proceeding with due diligence.
- h) Certificate that the contractor has abandoned the contract
- i) Notice of determination of the contract by the Employer.

- j) Arbitration Clause: All disputes or differences of any kind whatsoever (except for excepted matters vide clause no. **(i) Excepted Matters**) which shall at any time arise between the parties hereto touching or concerning the works or the execution of maintenance thereof of this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed by the **Director General of National Council of Science Museums.**