

# E-TENDER DOCUMENT

For

**“Request for Proposal (RFP) to provide Consultancy Services for drawing up a Detailed Project Report (DPR) etc. for the Restoration of the existing museum building (classified as Grade-I heritage building) at BITM, Kolkata.”**

**Birla Industrial & Technological Museum  
(A unit of National Council of Science Museums)  
19A, Gurusaday Road  
Kolkata – 700 019**

.....  
*(Name of the Museum/Centre)*



**Ministry of Culture**  
Government of India

**NATIONAL COUNCIL  
OF SCIENCE MUSEUM**  
(A Unit under Ministry of Culture, Govt. Of India)

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## **INSTRUCTIONS TO THE TENDERERS/ BIDDERS FOR E-SUBMISSION OF BIDS ONLINE THROUGH E-PROCUREMENT SITE <https://eprocure.gov.in/eprocure/app>**

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This tender document has been published on the Central Public Procurement (CPP) Portal (URL: <https://eprocure.gov.in/eprocure/app>). The tenderers/ bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the tenderers/ bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

### **REGISTRATION**

- 1) Tenderers/ bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Click here to Enrol**” on the CPP Portal. Enrolment is free of Charge.
- 2) As part of the enrolment process, the tenderers/ bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Tenderers/ bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the tenderers/ bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by tenderers/ bidders. Please note that the tenderers/ bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID & password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate tenderers/ bidders to search active tenders by several parameters. These parameters could include organization name, location, date, value, etc. There is also an option of ‘**Advanced Search**’ for tenders, wherein the tenderers/ bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the tenderers/ bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective “My Tenders” folder. This would enable the CPP Portal to intimate the tenderers/ bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

- 1) Tenderer/ bidder should take into account any corrigendum published on the tender document before submitting their bids. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and contents of each of the documents that need to be submitted.
- 2) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally they can be in PDF / XLS / RAR / DWF formats as mentioned. **Bid documents may be scanned with 100 dpi with black and white option.**
- 3) To avoid the time and efforts required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the tenderers/ bidders. Tenderers/ bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting the bid just by tagging and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

- 1) Tenderer/ bidder should log into the site well in advance for bid submission so that he/she uploads the Bid in time i.e. on or before the bid submission time as per the system. Bidder will be responsible for any delay due to other issues.
- 2) Tenderer/ bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Tenderer/ bidder has to select the payment option as “offline”/ “online” to pay the ~~Tender Fee &~~ EMD and enter details of DD/any other accepted instrument.
- 4) Tenderer/ bidder should prepare the ~~TENDER FEE &~~ EMD instrument as per the instructions specified in the tender document. Scanned copy of DD/ any other acceptable instrument as mentioned towards EMD ~~& Tender Fee~~ should be uploaded while online submission of the tender and the original should be posted/couriered/given in person to the Tender Processing Section latest by the last date and time of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the Scanned copy and the data entered during bid submission time otherwise the Tender will be summarily rejected.
- 5) The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the tenderers/ bidders. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 6) Tenderers/ bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price bid has been given as a standard **Rate Quote Sheet (Percentage BoQ Template)** (.xls format) with the tender document, which is to be downloaded and to be filled by all the tenderers/bidders. Tenderers/bidders are required to download the **Rate Quote Sheet (Percentage BoQ Template)** file, open it and complete the **green colored (unprotected)**

cells with their respective financial quotes and other details (such as name of the Tenderer/bidder). No other cells should be changed. Once the details have been completed, the tenderer/bidder should save it and submit it online, without changing the filename. If the **Rate Quote Sheet (Percentage BoQ Template)** file is found to be modified by the tenderer/ bidder, the bid will be rejected. In e-Tendering, intending tenderer/ bidder can quote their rate in figures only. The total amount is generated automatically. Therefore, the rate quoted by the tenderer/ bidder in figures shall be taken as correct. The Comparative Statement is also generated automatically by the system. The Comparative Statement and rate quoted by each tenderer/ bidder shall be downloaded. **The manual calculation check of tenders/bids and Comparative Statement, shall be final. In case, any discrepancy is noticed, the decision of appropriate BITM authority shall be final and binding.**

- 7) The server time (which is displayed on the tender's/ bidder's dashboard) will be considered as the standard time for referring the deadlines for submission of the bids by the tenderers/ bidders, opening of bids etc. The tenderers/ bidders should follow this time during bid submission. The tenderers/ bidders are requested to submit the tenders/ bids through online e-tendering system to the **Tender Inviting Authority (TIA)** well before the bid submission end date & time (as per Server System Clock).
- 8) All the documents being submitted by the tenderers/ bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 9) The uploaded tender documents become readable only after the tender opening by the authorized tender/ bid openers.
- 10) Upon the successful and timely submission of tenders/bids, the portal will give a successful tender/ bid submission message & a tender/bid summary will be displayed with the NIT/tender/bid no. or Name of Work and the date & time of submission of the tender/bid with all other relevant details.
- 11) The tender/ bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any tender/bid opening meetings.

#### **ASSISTANCE TO TENDERERS/BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the **Tender Inviting Authority(TIA), Birla Industrial & Technological Museum, 19A, Gurusaday Road, Kolkata-700019, West Bengal. Ph. 033-22877241, Mob: 9477345291, 9477345292 Fax- 033-2287 0233 Email at: [director@bitm.gov.in](mailto:director@bitm.gov.in) official website: [www.bitm.gov.in](http://www.bitm.gov.in)**
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed call to the 24x7 CPP Portal Helpdesk Ph. **1800-3070-2232.**

***Request for Proposal (RFP) to provide Consultancy Services for drawing up a Detailed Project Report (DPR) for the Restoration of the existing museum building (classified as Grade- I heritage building).***

**About the Museum**

The premise of Birla Industrial & Technological Museum, now 19A, Gurusaday Road, was known as 18, Ballygunge Store Road before 1919. Record shows that the Tagores purchased it from Mirza Abdul Karim in 1898. Meera Devi, the fourth of Rabindranath Tagore's five children, spent a large part of her childhood in this house. From Surendranath Tagore, G.D. Birla bought the property in 1919 and thereafter came to be known as Birla Park. After the Birlas took over the property, there were major changes. The house used by the Tagores was pulled down and architects N. Guin & Co. were called upon to design the main building structure as we see today. It is a colonial adaptation of a mixture of various styles of European Architecture.

During the time of the Tagores, many important luminaries from the field of arts visited the place including overseas guests like the famous Japanese artists Kakuzo Okakura, Yokoyama, Tikan, Hishida and Katusta. The guest list of the Tagores also included nationalist leaders of the time like C R Das, Aurobindo Ghosh, Surendranath Banerjee, Rasbehari Ghosh and Anandamohan Sen. With the Birlas as the new owners, 19A, Gurusaday Road (Birla Park) continued to be a very special address for the nationalist movement of India. G D Birla's close association with the nationalist leaders brought to Birla Park leaders like Mahatma Gandhi, Motilal Nehru, Lala Lajpat Rai, and Pundit Madan Mohan Malaviya. It was here in Birla Park that Chiang Kai-Shek met Mahatma Gandhi.

Established on 2nd May 1959 under the administrative control of the Council of Scientific & Industrial Research (CSIR), Birla Industrial & Technological Museum in Kolkata is widely regarded as the mother of science museum movement in India. The idea behind this pioneering initiative came from Dr. B C Roy, the then Chief Minister of West Bengal who after visiting the Deutsches Museum in Munich was inspired to create a similar institution in India for public engagement with science & technology. His vision and efforts in this regard found instant support and patronage from the likes of Pandit Jawharlal Nehru, the then Prime Minister of India, and industrialist Shri G D Birla. The latter donated the Birla Park, his sprawling bungalow and the adjoining plot of land in the upscale Ballygunge area of Calcutta, to CSIR for setting up an Industrial and Technological Museum. Pandit Nehru received this magnanimous gift from Shri G D Birla in 1956.

## **Location**

The museum and archives is located at 19A, Gurusaday Road, Kolkata – 700019, W.B.

The main objectives of this museum are: -

- To portray the growth of science and technology and their applications in industry and human welfare with a view to developing scientific attitude and temper and to create, inculcate and sustain a general S&T awareness amongst the people.
- To collect, restore and preserve important historical objects, which represent landmarks in the development of science, technology and industry.
- To design, develop and fabricate science museum exhibits, demonstration equipment and scientific teaching aids for science education and popularization of science.
- To popularize science and technology in cities, urban and rural areas for the benefit of students and for the common people by organizing exhibitions, seminars, popular lectures, science camps and various other programs.
- To supplement science education given in schools and colleges and to organize various out-of-school educational activities to foster a spirit of scientific inquiry and creativity among the students.
- To organize training programs for science teachers/students/young entrepreneurs /technicians/ handicapped/housewives and others on specific subjects of science, technology and industry.
- To render assistance to universities, technical institutions, museums, schools and colleges or other bodies in planning and organizing science museums and also in training of personnel for museum profession.

This museum is a two storied building (Grade -1 Heritage Building) housed different galleries like:

- 1) Vintage Voyage: Communication Technology
- 2) Digital Adventure Gallery
- 3) Fascinating Physics
- 4) Transport
- 5) Motive Power
- 6) Bio-Technology
- 7) Mathematics
- 8) Metals
- 9) Popular Science
- 10) Electricity
- 11) Television
- 12) Children Gallery

## **Brief Objectives of the Proposal**

The age of the Building is about more than 100 years. Presently distresses in most of the parts of the building has been observed due to its ageing, weathering action etc. Cracks are observed on the wall and ceiling and chunks of dilapidated concrete and plasters from the ceiling and beams have fallen down very frequently. The reinforcements of the concrete are rusted/ corroded and exposed resulting cracking the surrounding surfaces. The exterior walls of the building are also very much affected and spalling of dilapidated plaster chunks have been observed frequently. The overall condition of the building is being deteriorated day by day. Hence, it has been proposed to renovate, retrofit and restore the museum building including its fire detection and protection system.

## **Scope of Consultancy Services:**

The Scope of Consultancy Services is mainly divided into three parts –

### **Phase - I.**

#### **Documentation and assessment report i.e. Preliminary Project Report (PPR):**

**The consultant has to study in detail the architectural heritage aspect, structural distress etc. and to submit the following points in Phase -I i.e. Preliminary Project Report (PPR):**

- i) To prepare measured drawings (floor plan, elevation, sections etc.) of the existing building showing existing system of fire detection and protection, electrical lines, surveillance system, AC system etc.**
- ii) To prepare distress mapping, wall system in three floors with visual distress/moisture mapping, investigation including material testing i.e. brick joint mortar, plaster mortar, concrete mortar, three decks with visual distress-material state, NDT at least 15 locations as per site conditions, etc.**
- iii) To show the rain water drain pipes whether functional or non-functional including condition,**
- iv) To prepare mapping of dampness on wall- whether from the ground water/ from the roof etc.**
- v) To prepare Salt-Petre action mapping on all the distress areas,**
- vi) To prepare condition survey report/ structural health audit report,**
- vii) To conduct suitable and recommended tests to determine the condition of existing foundation**
- viii) To detect the composition of basic components like mortar, plaster, concrete, lime concrete on roof, foundation using laboratory analysis, SEM / XRD, NDT, GPR FOR MICROSTRUCTURE etc.**

- ix) **To conduct corrosion testing and mapping, etc.**
- x) **To detect strength of existing wooden and steel sections and remedial action.**
- xi) **To detect the existing condition of sanitary & plumbing system, and remedial action**
- xii) **To detect / assess the existing condition of Fire detection & fighting system, and suggest a suitable firefighting and fire detection system along with its design consideration considering the museum & heritage characteristics of the building.**
- xiii) **To detect the existing illumination system of the entire building including electrical conduits etc. and providing corrected illumination plans along with cable network and other fixtures changing the old and defective parts.**
- xiv) **To draw suitable demarcation drawings showing present position of a) earlier-period structure with ceiling, wall, floor, foundation and/ or any related items if/ as existing, and b) newly added structure in later stages and actual position of roof line terracing with possible construction joint between two phases of building.**
- xv) **To submit Photo-Survey reports of damaged/ fractured area, which is required for advance stage-visual assessment, which would be necessary in present assessment of work and during the actual work in stages- showing as part of documents as – “Before and after the work” and it may be useful in the “Maintenance Manual” for futuristic reference.**
- xvi) **Detail work planning is required for parallel (simultaneous) activities (in work plan Bar/ Flow Chart) of proposed portion of ongoing restoration work and portion of running the museum, in consultation with BITM authority.**

## **Phase - II.**

**Detailed Project Report (DPR):** This phase includes the following two parts i.e. **Part-1 and Part-2**

### **Part-1**

1. Identification of design parameters to be considered for restoration/retrofitting work based on phase -1 report. Preparation of proposed preliminary drawings (architectural) specification, methodologies for structural rehabilitation, identification (if required) of priority areas for carrying out phase-wise structural rehabilitation, and preparation of budgetary estimate for this structural remediation measures based on phase -1 report.
2. Preparation of preliminary service drawings and budgetary estimate for services like fire detection, protection & PA system, electrical systems, HVAC, Plumbing and sanitary works, CCTV etc. also needs to be provided.



3. On approval of the preliminary design & estimate, preparation of detailed drawings (architectural & structural), specification, detailed BOQ and estimate with measurement sheet for the civil restoration and retrofitting work. The estimate to be prepared based on latest price schedule of rates for such Heritage Restoration work wherever applicable. Analysis of rate to be provided for non-schedule items.
4. On approval of the preliminary service drawings and estimate, preparation of detailed service drawings for services like fire detection, protection & PA system, electrical systems, HVAC, Plumbing and sanitary works, CCTV etc. The estimate to be prepared based on latest price schedule of rates for such work wherever applicable. Analysis of rate to be provided for non-schedule items of Work.
5. Preparation of final DPR for civil restoration/ retrofitting work and services with tender BOQ (No. of hard copies as per requirement) and detailed drawings (No. of hard copies as per requirement) as above to be submitted to BITM to initiate the tendering process. The Consultant shall submit 2 sets (hard copy) of the DPR with detailed reports, documents and drawings along with soft copies (in editable format) to BITM.

## **Part-2**

The Consultant has to obtain necessary permissions/ Provisional N.O.C. required from the respective department of KMC including KMC Heritage Committee and West Bengal Fire Service as applicable. It is the responsibility of the consultant to obtain such approvals from the respective departments prior to floating of tenders. The consultant has to submit completion certificates and “Maintenance Manual” of all the interdisciplinary works.

## **Phase - III.**

**Project Management Consultancy during execution:** Project Management Consultancy during the project execution phase will include the following deliverables and this phase includes the following three parts i.e. **Part-1, Part-2 and Part-3**

### **Part-1**

- i) Release of all GFC (Good for Construction) soft & hard copy drawings and subsequent revision drawings (6 Sets each) for civil works and allied services such as electrical, HVAC, Fire Detection and Protection System, S&P Works, PA System, surveillance system during execution of the project.
- ii) Furnishing all the necessary and technical clarification to executing agency.
- iii) Supervision/monitoring of work at site to ensure that the execution of work proceed generally in accordance with drawings, specifications, and conditions of contract.

- iv) Necessary materials testing and non-destructive test during/after execution of work to assess the two different flexural and compressive strength and a comparison with the test reports before execution at site as per code provisions/norms shall be done.
- v) Certification of the Bills of the executing agency where ever so needed to be undertaken as per BITM's requirements. Preparation and submission of "as built drawings" (3 sets both in soft (cad file) & hard copies) for civil and services on completion of the project for future records and reference.

## **Part-2**

- i) To obtain necessary final N.O.C. from the Fire Department & The K.M.C. and to obtain Final N.O.C. from the Fire Department & The K.M.C. after completion of entire project by engaging the respective agencies and engage agency or person for obtaining approval from KMC heritage committee and West Bengal Fire Service.
- ii) The consultant has to submit completion certificates and "Maintenance Manual" of all the interdisciplinary works after completion of all the works by the respective agencies.

## **Part-3**

- i) **To Provide Consultancy Services during the** maintenance period of one year after completion of interdisciplinary works by the executing agencies of respective works and submission of "**Maintenance Manual**" by the Consultant.

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## Section 1.

### NOTICE INVITING REQUEST FOR PROPOSAL

Consulting firms, herein after referred to as “bidders”, having a proven record of working with old buildings, restoring and maintaining their sanctity, and Museum renovation (National or International Standard) and up-gradation are invited to submit online Technical Proposal and Financial Proposal through CPP Portal for **providing Consultancy Services for drawing up a Detailed Project Report (DPR) etc. for the Restoration of the existing museum building (classified as Grade- I heritage building), located at Birla Industrial and Technological Museum, 19 A, Gurusaday Road, Kolkata- 700019.**

Director  
Birla Industrial and Technological museum,  
19 A, Gurusaday road, Road, Kolkata – 700019.

## Section 2.

### Critical Date Sheet

1.	Name of work	<b>To provide Consultancy Services for drawing up a Detailed Project Report (DPR) etc. for the Restoration of the existing museum building (classified as Grade- I heritage building), located at Birla Industrial and Technological Museum, 19 A, Gurusaday Road, Kolkata- 700019.</b>
2.	EMD	Rs. 10,000 /- only (Rupees Ten Thousand only)
3.	Cost of RFP Document	NIL
4.	Schedule time of Completion	<b>Maximum 90 (ninety) calendar days from the date of award of Consultancy Service Contract.</b>
5.	Date of Publication of notice inviting RFP	<b>24.10.2024 (AS PER PORTAL TIME)</b>
6.	Bid Document Download Start Date	<b>24.10.2024 (AS PER PORTAL TIME)</b>
7.	Date of Pre-Bid Meeting	<b>07.11.2024 (03:00 PM IST)</b>
8.	Online Bid Submission End Date	<b>20.11.2024 (AS PER PORTAL TIME)</b>
9.	Date of opening of Technical bid	<b>21.11.2024 (AS PER PORTAL TIME)</b>
10.	Validity of Bid	<b>90 days from the date of opening of technical bids</b>
11.	Submission of <b>hard copies</b> , related to “ <b>Technical Bids</b> ”, to Civil Section of BITM, Kolkata.	<b>Hard copies of all the pages of the RFP including supporting documents (those documents were uploaded in the CPP Portal), duly stamped and signed on all the pages by the bidder, must be submitted to the Civil Section of BITM on or before the opening of “Technical Bids”.</b>

## Section 3.

### INSTRUCTIONS TO BIDDERS (Consulting Firms)

Consulting firms, hereinafter referred to as “bidders”, having proven record in Museum renovation/Grade – 1 Heritage Building and restoration works are invited to submit online Technical Proposal and Financial Proposal for **providing Consultancy Services for drawing up a Detailed Project Report (DPR) etc. for the Restoration of the existing museum building (classified as Grade- I heritage building), located at Birla Industrial and Technological Museum, 19 A, Gurusaday Road, Kolkata- 700019.**

#### 1. Inspection of site by the Bidders

- 1.1 The Bidders are advised to inspect and examine (at their own cost) the site of works before submitting the proposal and take all information and conditions into account in preparing their proposals. The Bidders or their authorized representative may contact: **Civil Section, Birla Industrial and Technological Museum (A Unit of NCSM), 19A, Gurusaday Road, Kolkata – 19, W.B. Phone: 9477345291, 9477345292 Email: director@bitm.gov.in**, for any information/ clarification regarding the site or proposal in general.
- 1.2 The Bidder shall be deemed to have full knowledge of the site, whether he/she inspects it or not and no extra charges consequent upon any misunderstanding or otherwise shall be allowed.
- 1.3 The Bidder shall submit the proposals ensuring all the articles of Terms of Reference [Scope of Work], for the site.
- 1.4 Submission of the proposal by the Bidder implies that he/she has read the letter of invitation, instructions to the Bidder, terms of reference and all other contract documents and has made him/her aware of the scope of work and schedule of services to be delivered.
- 1.5 The Bidders, who are eligible to apply as per the requirement cited in Notice Inviting Request for Proposal and **Annexure B** shall bear all costs associated with the preparation and submission of the proposal and the Birla Industrial and Technological Museum will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the process of selection of bidder for award of services.
- 1.6 Bidder may carefully note that they are liable to be disqualified at any time during the process of selection of Bidder for the award of services in case any of the information furnished by them is not found true. The decision of the BITM, Kolkata in this respect shall be final and binding.

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

- 2.1 A prospective Bidder requiring any clarification on the RFP may notify **The Director, Birla Industrial and Technological Museum (A Unit of NCSM), 19A, Gurusaday Road, Kolkata – 700019, W.B. through E-mail: [director@bitm.gov.in](mailto:director@bitm.gov.in).**
- 2.2 The nominated official will respond to any request for clarification that he receives earlier than ten (10) days prior to the deadline for submission of the Proposal. Copy of the response shall be uploaded to the official website of the BITM, Kolkata in the form of Addendum / Corrigendum which shall form a part of the bidding document for the RFP including a description of the inquiry but without identifying its source.

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

- 3.1 At any time prior to the deadline for submission of the proposal, Birla Industrial and Technological Museum, 19 A, Gurusaday Road, Kolkata – 700019, W.B., may for any reason whether at its own initiative or in response to any request by any prospective Bidder amend the document of Request for Proposal by issuing Corrigendum, which shall be part of the document of Request for Proposal.
- 3.2 To give Bidder/ firm reasonable time in which to take the addenda/ corrigenda into account in preparing their proposal in accordance with the corrigendum issued by the Birla Industrial and Technological Museum, the extension of the deadline for submission of the proposal may be given as necessary.
- 3.3 Birla Industrial and Technological Museum, may at its discretion extend the deadline for submission of the proposals at any time before the time of submission of the proposal.

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

- 4.1 The validity of the offer shall be **90 days** from the date of opening of technical bids.
- 4.2 In exceptional circumstances, prior to the expiry of the original time limit for the validity of the proposal, Birla Industrial and Technological Museum, may request that the Bidder to extend the period of validity for a specified additional period. The request and the Bidder's response shall be made in writing.
- 4.3 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 Bidder's risk and may result in rejection of his/her proposal.

## **5. Language**

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

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

- 6.1 All the pages of the RFP including the technical and financial proposals submitted by the Bidder online shall be signed and stamped by the Bidder or his representative holding the Power of Attorney before uploading the same on the e-procurement portal (Enclose original / attested notarized copy of the Power of Attorney on CPP Portal). *Hard copies of all the pages of the RFP including supporting documents (those documents were uploaded in the CPP Portal), duly stamped and signed on all the pages by the bidder, must be submitted to the Civil Section of BITM on or before the opening of “Technical Bids”.*
- 6.2 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, site evaluation and design proposals. The Bidder shall ensure that there is no discrepancy in the given details. In case of any discrepancy, Birla Industrial and Technological Museum holds the full right to draw the final conclusion and any decision based on such conclusion shall be final and binding.
- 6.3 While filling up the prices in the financial proposal, 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.
- 6.4 The Bidder must quote prices as per instructions and formats given in the Terms of Reference [Scope of Work] and Financial Proposal. He/she shall not make any addition or alteration in the RFP documents. The Bidders should fill in the requisite details wherever required in the documents. Incomplete Proposal or proposals not submitted as per instructions shall be summarily rejected.

## 7. Earnest Money Deposit

- 7.1 The Earnest Money shall be deposited through online transfer to the below mentioned bank account or in the form of Demand Draft drawn in favour of “Birla Industrial and Technological Museum” payable at Kolkata.

Name of the Beneficiary	<b>Birla Industrial and Technological Museum</b>
Name of Beneficiary’s Bank	<b>State Bank of India</b>
Address of Beneficiary’s Bank branch	<b>Syed Amir Ali Avenue, Park Circus, Kolkata-700017</b>
Beneficiary’s Bank Account No.	<b>10513451673</b>
Beneficiary’s Bank IFSC Code	<b>SBIN0001749</b>

- 7.2 The offer without receipt of EMD as cited above shall be rejected summarily. EMD shall be submitted by all the bidders except those who are registered with Central Purchase Organization, MSME certificate, National Small Industries Corporation

(NSIC) or Ministry of Culture, copies of EMD (DD/ Bank Guarantee) or EMD exemption documents (in lieu of DD / BG), shall be enclosed / uploaded on e-portal as well as submitted in Hard Copy on / before bid opening date/ time. The EMD of Unsuccessful tenderers shall be refunded within 90 days of opening of the financial bids.

**8. Performance Guarantee (P.G.):** Performance Guarantee may be submitted either in the form of **Online Bank transfer or Bank Guarantee**, (Please refer Annexure-IV i.e. format of Performance Bank Guarantee)

**8.1** The Successful bidder shall be required to submit Performance Guarantee (PG) in **two Stages:**

- i) **In the First Stage, P.G. @ 3% of 60%** of the Lump Sum Quoted Rate towards **Phase-I & Phase-II work** as per NIT by the successful Bidder in favour of the Birla Industrial and Technological Museum within 15 (fifteen) days from the date of receipt of Letter of Intent. The PG should be valid for 90 (ninety) days beyond the completion of Phase-I & Phase-II work.
- ii) **In the Second Stage, P.G. @ 3% of 40%** of the Lump Sum Quoted Rate towards **Phase-III work** as per NIT by the successful Bidder in favour of BITM within 15 days of award of work i.e. from the date of issue of Letter of Intent in favour of the executing agency for starting of restoration work at site. The P.G. should be valid for 30 days beyond the completion of Phase-III work.

**8.2** In case of a Consortium, the Lead Applicant of Consortium shall be liable to pay Performance Guarantee. **The Performance Guarantee shall be released after satisfactory discharge of all contractual obligation of the respective phases against which it has been submitted.**

**8.3** In case, the successful bidder fails to submit performance guarantee within the time stipulated, the Birla Industrial and Technological Museum at its discretion may cancel the Letter of Intent issued to the successful bidder without giving any notice and may invoke the EMD of such Successful bidder. **The EMD will be released after submission of the performance guarantee.**

**8.4** Birla Industrial and Technological Museum shall invoke the Performance Guarantee in case the selected agency fails to discharge their contractual obligations during the Agreement period or Birla Industrial and Technological Museum, incurs any loss due to agency's negligence in carrying out the project implementation as per the agreed terms and conditions.

## **9. Deviations**

**9.1** 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.



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

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

The online Request for Proposal duly completed in all respects shall be uploaded on the Central Public Procurement Portal(CPPP) as per the Critical Date Sheet.

#### **11. Withdrawal of Request for Proposal (RFP)**

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

#### **12. Technical Proposal (Annexure - I to III)**

12.1 The Technical Proposal shall comprise of the following documents:

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

12.1.2 Composition of the team with enclosures of list of Key Professionals whose CV and experience is to be evaluated as per the format given at **Annexure - II** of the Technical Proposal, Curriculum Vitae (CV) of the key professionals as per the format given at **Annexure - III** of the Technical Proposal, and **Time Schedule**.

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

12.2 The Financial bid shall be filled in the prescribed format on the e-procurement portal. Applicants/ intending or interested Bidders are invited to submit their online proposal after carefully reading the Notice Inviting RFP. Such proposals are to be submitted online within the stipulated date and time as mentioned in the Bid document as given in CRITICAL DATE SHEET.

Bids shall be submitted online only at CPP website: <https://eprocure.gov.in/eprocure/app>  
Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. All the bid documents up-loaded on e-portal must be clearly readable.

#### **13. Opening of the Proposals**

13.1 The Technical Proposals shall be opened as per the critical date sheet with the help of digital signatures of the officers of Birla Industrial and Technological Museum.

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

#### **14. Clarification of the proposals**

To assist the technical examination and evaluation of the proposals, Birla Industrial and Technological Museum may at his discretion ask the Bidders for any clarifications as considered essential. All such correspondences 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.

#### **15. Preliminary examination of proposals**

15.1 The Birla Industrial and Technological Museum shall examine the proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the Proposals are in order.

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

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

15.2.2 That limits in any substantial way, inconsistent with the RFP documents, the Birla Industrial and Technological Museum's rights or the successful Bidder's obligations under the contracts; or whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive proposals.

15.3 If a Proposal is not substantially responsive, it shall be rejected by the Birla Industrial and Technological Museum.

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

#### **16. Evaluation of proposals \*\***

16.1 The role of the bidders in this work is to provide a complete and comprehensive Architectural concept focusing upon the floor plans, elevations, sections, views, conformance to the building rules and statutory norms, visual, planning and maintaining originality of the old museum building (Grade – I Heritage building)

and addressing to the issue of construction feasibility of the Project. Selected party is expected to provide detailed design and cost estimates as well as create the DPR.

16.1.1 The bidder will have to visit the site and familiarize themselves with the local building rules and other statutory norms and practices relating to building planning and construction when they are selected in the competition. Their tender should consider the cost of such possible visits also. The number of visits will depend on the preparations of the Architect.

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

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

16.3 **The Bidders must explain in writing their concept commissioned in reality maintaining quality of the work and time-bound progress of the work keeping most of the Gallery of old museum building (Grade – I Heritage Building) in running condition for the interest of the visitors. This should also explain the modus-operandi of management of various activities required to be carried out at different stages of this project.**

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

\*\* Technical Evaluation Sheet (Reference: **Annexures I – III and Annexure- C**)

<u>Sl.No.</u>	<u>Criteria</u>	<u>Marks</u>
1	Work Experience	25
2	Composition of the team	60
3	Financial Soundness	15
<b>Total:</b>		<b>100</b>

**Minimum Technical Score for Technical Qualification: 90 marks out of 100. (refer Section 12 for details of marking)**

**\*\* Please refer to Annexure – C (marking shall be done as per Annexure-C).**

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

17.1 The competent authority on behalf of the Birla Industrial and Technological Museum reserves 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.

17.2 If the Bidder, as individual or as a partner of partnership firm, expires after the submission of his proposal but before award of work, Birla Industrial and Technological Museum shall deem such proposal as invalid.

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

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

### **19. Miscellaneous Provision**

No Officer/ Engineer of the Birla Industrial and Technological Museum and any other Organization under the Ministry of Culture, Govt. of India is allowed to work/provide services as a Bidder or his employee for a period of two years after his retirement/ resignation from the service of Birla Industrial and Technological Museum without the prior permission of the BITM, Kolkata.

### **20. Award of contract**

20.1 Birla Industrial and Technological Museum shall notify the successful Bidder in writing by a Registered Letter/ Courier/ Speed Post or bearer that this proposal has been accepted.

20.2 Letter of Intent after it is signed by the Bidder as a token of his acceptance shall constitute a legal and binding contract between Birla Industrial and Technological Museum, and the Bidder till such time the contract agreement is signed.

### **21. Notes and illustrations**

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

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

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

## 22. FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER

The financial evaluation shall be based on Least Cost System i.e. lowest Bidder (L1) shall only be considered for award of work.

### Section 4. TECHNICAL BID

#### Annexure – I

Sl. No.	Requirement	COPY OF RELEVANT DOCUMENT	ENCLOSED YES/ NO	PAGE NO. OF BID DOCUMENT
1.	Work Experience of Bidder/Lead Partner	Brief of projects as per the format given at <b>Annexure- I (1)</b>		
2.	Composition of the team	List of Key Professionals/Associates as per <b>Annexure - II, III</b>		
3.	Financial Soundness	Copies of - Registration of firm/ companies/ valid document of creation of consortium (MOU/ agreement) along with registration with GST, Annual turnover of each of last three financial years (2023-24, 2022-23 and 2021-22) duly certified by CA/ Statutory authorities along with ITR for each of last three financial years (2023-24, 2022-23 and 2021-22) Copy of PAN along with Registration with ESI, EPF as applicable		
4.	EMD	Hard Copy of the Online Payment Document/ DD/ Bank Guarantee/Exemption certificate to be submitted to <b>the Technical Officer (Civil), Civil Section, Birla Industrial and Technological Museum, 19 A, Gurusaday Road, Kolkata - 700019</b> on/before bid opening date/ time (as per clause 8 of Instructions to bidders)		
5.	Contact details	Contact details of the bidder e.g. mobile number and e-mail address.		

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, Signature & Official Seal of the Bidder

Date:

**Annexure – I (1)**

**Experience of the Applicant Bidder/ Firm**

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

- 1.1 Assignment Name
- 1.2 Location
- 1.3 Narrative Description of Project
- 1.4 Name of Employer
- 1.5 Address
- 1.6 Duration of assignment
- 1.7 Start Date (Month / Year)
- 1.8 Completion Date (Month / Year)
- 1.9 Approx. Value of Services
- 1.10 Name of Associated Bidders, if any
- 1.11 Name of main staff members involved and functions performed
- 1.12 Description of Actual Services Provided by the firm.

**Annexure – II**

**List of Key Professionals / Associates in the Team. Signed & Stamped Consent letter of the Professionals/Associates must be enclosed.**

Sl. No.	Name of Professionals / Associates	Field of Expertise	Years of Experience

**Annexure – III**

**Details of Bidder, key Professionals / Associates/ Individual Member in the Team with their CV**

Sl. No.	Particulars	Description
1.	Name of Individual / Associates / Firm	Name of the key professional (s)
2.	Date of Birth	
3.	Nationality	
4.	Qualifications	Summarize college/ university and other specialized education, names of board/university, year, and degrees obtained (copies of degree to be attached)
5.	Membership in Professional Societies	
6.	Employment Record	Starting with present position, list in reverse order every employment held. List all positions held since

		graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments (experience certificates to be attached)
7.	Years & details of experience	Total Sum of experience in years along with nature of experience.
8.	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 of the bidder)

## Section 5.

### Annexure – IV

#### **FORMAT OF PERFORMANCE BANK GUARANTEE**

(Subject to change)

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

Bank Guarantee No: .....

Amount of Guarantee: .....

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

Guarantee Expiry Date: .....

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

WHEREAS Director, Birla Industrial and Technological Museum, Kolkata having its office at, Kolkata 700019 (herein after 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 the letter of Intent (LoI)] (“Contract”) with [insert name of the Successful Bidder] .....(hereinafter referred to as the “Consultant” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of Engineering Consultancy services (“Consultancy 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 Consultant shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at Kolkata for an amount equal to 3% (three 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 Consultant 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 Consultant 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 Consultant 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 Kolkata 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 Consultant's obligations against which this bank guarantee is given are not completed or fully performed by the Consultant within the period prescribed under the Contract, on request of the Consultant, the Bank hereby agrees to further extend the bank guarantee, till the Consultant 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.

## Section 6.

### Financial Bid.

The Financial Bid **shall be submitted online** in the prescribed format on the e-procurement portal i.e. CPP Portal.

## Section 7.

### 1. TIME SCHEDULE

The completion time for preparation & submission of Final DPR (according to Phase - I & Phase - II) is **90 (ninety) calendar days** from the date of issue of Letter of Intent, in which **45 (forty-five) calendar days for Phase-I** and **45 (forty-five) calendar days for Phase-II**. The time period of Project Management Consultancy i.e. **PMC (according to Phase – III)** shall be the total period of execution of all the works/services i.e. till the completion of the entire project.

The bidder shall include in his technical presentation an activity breakup of the above time schedule.

## 2. SCHEDULE OF PAYMENT

2.1 The Consultant shall be paid professional fees/execution charges in following stages in consistency with the work done:

Sl. No.	Schedule of payments as per schedule of service/scope of work.	Percentage of Payable fees (Lump Sum Quoted) at the completion of each stage	Cumulative payment made until that stage
1.	On completion of Phase-I: <b>“Documentation and assessment report”/ ‘PPR’</b> to the satisfaction of the BITM.	<b>25%</b> of the total Lump Sum Quoted Consultancy Fees as per contract.	25% of the total Lump Sum Quoted Consultancy Fees as per contract.
2.	On completion of <b>Part-1 of Phase-II i.e. Detailed Project Report (DPR)</b> to the satisfaction of the BITM.	<b>30%</b> of the total Lump Sum Quoted Consultancy Fees as per contract.	55% of the total Lump Sum Quoted Consultancy Fees as per contract.
3.	On completion of <b>Part-2 of Phase-II</b> i.e. obtaining necessary permissions, clearances / approval form KMC, Fire Dept. etc. as applicable for the work.	<b>5%</b> of the total Lump Sum Quoted Consultancy Fees as per contract.	60% of the total Lump Sum Quoted Consultancy Fees as per contract.
4	On completion of <b>Part-1 of Phase-III: Project Management Consultancy charges during the execution stage.</b>	<b>25%</b> of the total Lump Sum Quoted Consultancy Fees to be paid on pro-rata basis proportionate to the Gross value of running account bill paid to the executing agency/agencies.	85% of the total Lump Sum Quoted Consultancy Fees as per contract.
5	On completion of <b>Part-2 of Phase-III: Obtaining final NOC from the KMC/ Fire Department / Heritage Commission and submission of “Completion Certificates” of respective works and “Maintenance Manual”</b>	<b>5%</b> of the total Lump Sum Quoted Consultancy Fees as per contract.	90% of the total Lump Sum Quoted Consultancy Fees as per contract.
6	On Completion of <b>Part-3 of Phase-III: After 1 year (one year) from the date of issue of “Completion Certificates” of respective works and submission of “Maintenance Manual” by the Consultant.</b>	Remaining <b>10%</b> of the total Lump Sum Quoted Consultancy Fees as per contract to be released after 1 year (one year) from the date of release of completion certificates of respective works by the consultant.	<b>100%</b> of the total Lump Sum Quoted Consultancy Fees as per contract.

### 3. TAXES

- 3.1 All taxes levied by law, such as GST etc. contingent to professional service rendered by the Consultant shall be payable by the Birla Industrial and Technological Museum, Kolkata.
- 3.2 **The total fee payable to the Consultant shall have no relation with the total estimated cost of the project and will be based on the Lump Sum Quoted Consultancy Fees .**

### 4. The support or input to be provided by the Birla Industrial and Technological Museum, Kolkata.

- 4.1 To provide requirements of the museum and convey decisions of the Birla Industrial and Technological Museum, Kolkata within a reasonable time.
- 4.2 To furnish special conditions that is desired to be followed.
- 4.3 To give effect the professional advice of the Consultant.
- 4.4 To provide necessary assistance to the Consultant towards prompt and effective implementation of the services provided by him.

## Section 8.

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### 1. Definitions

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

- 1.1 “Birla Industrial and Technological Museum, Kolkata” means the Birla Industrial and Technological Museum, Kolkata acting through its Director or any officer nominated and /or empowered by the Director, to act on behalf of the Director, as the case may be and shall include their legal successors in title and permitted assignees.
- 1.2 “Birla Industrial and Technological Museum Representative” means any officer nominated from time to time by the Director of Birla Industrial and Technological Museum, Kolkata to act on his/her behalf.
- 1.3 “Bidder” means an individual, firm, Company, who were short listed as per the criteria laid down in the RFP Documents to provide consultancy and project management services for the subject purpose in response to tenders invited by the Birla Industrial and Technological Museum.

- 1.4 “Successful Bidder” means the individual, firm, Company, who enters into the Contract with the Birla Industrial and Technological Museum, and shall include its heirs, executors, administrators, successors, legal representatives, as the case may be.
- 1.5 “Bidder’s Representative” shall mean the person responsible for execution of the contract who shall be so declared by the Bidder and who shall be authorized under a duly executed power of attorney to comply the instructions. He shall be capable of taking responsibility for proper execution of works/ services as per the contract.
- 1.6 “Sub-Bidder” means the individual, firm, Company, Corporation having direct Contract with the Bidder and to whom any part of the works/services as per the contract has been sublet by the Bidder and shall include his heirs, his executors, administrators, successors, legal representatives, as the case may be.
- 1.7 “Other Bidders” means the individual, firm, Company, Corporation, employed by or having a Contract directly or indirectly with the Birla Industrial and Technological Museum other than the Bidder appointed for the proposed works/ services as per the contract.
- 1.8 “Scheduled Bank” means a bank included in the second schedule to the Reserve Bank of India Act, 1934 or modification thereto.
- 1.9 “Contract” shall mean and include the Agreement and Letter of Acceptance, the accepted Financial Proposal and Rates, the General Conditions of Contract, Special Conditions of Contract, and Request for proposal, and Instructions to Bidders, Drawings, and other Proposal Documents.
- 1.10 “Proposal” means the offer (Technical and Financial) made by individual, firm, Company, corporation, for the works/services to be provided.
- 1.11 “Specifications” means the Specifications referred to in the Contract and any modification thereof or addition thereto, or as may from time to time be furnished or approved in writing by the Birla Industrial and Technological Museum.
- 1.12 “Financial Proposal” means list of items of works/services as per the contract and rates thereof.
- 1.13 “Original Contract Value” means the sum stated in the letter of Acceptance/Contract Agreement.
- 1.14 “Contract Value” means the original contract value subject to the adjustments in accordance with the provisions of the Contract.
- 1.15 “Site” means the Old Museum Building (Grade-I Heritage)/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 Birla Industrial and Technological Museum for the purpose of the Contract.

- 1.16 “Approval or Approved” means approval in writing including subsequent written confirmation of previous verbal approval.
- 1.17 “Letter of Intent” means the letter from the Birla Industrial and Technological Museum to the Bidder, conveying acceptance of the Proposal.
- 1.18 “Month” means the calendar month.
- 1.19 “Day” means the calendar day.
- 1.20 "Time" expressed by hours of the clock shall be according to the Indian Standard time.
- 1.21 "Proposal Date" means closing date fixed for receipt of Proposals as per Notice Inviting Technical & Financial Proposals or extended by subsequent notification.
- 1.22 “Rupees” (or Rs. in abbreviation) shall mean Rupees in Indian currency.

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

- 2.1 The top heading and marginal notes given in the Proposal or Contract documents are solely for the purpose of facilitating reference and shall not be deemed to be part thereof and shall not be taken into consideration in the interpretation or consideration thereof.
- 2.2 Notices, consents, Approvals, Certificates and Determination Wherever in the Contract provision is made for giving or issue of any notice, consent, approval certificate or determination, it shall be in writing and the words notify, certify or determine shall be construed accordingly.

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

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

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

- 4.1 All notices, communications, references and complaints by either party to the Contract shall be in writing in English. Communication from only authorized representative of the Bidder shall be entertained.
- 4.2 The Contract document shall be drawn up in English.

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

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

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

- 6.1 The Birla Industrial and Technological Museum shall make available the relevant details, if any, obtained from previous investigations undertaken in connection to the works /services as per the contract. Birla Industrial and Technological Museum shall provide

Schematic plans of the upgraded Museum and brief description of the objects to be displayed. The Bidder shall be responsible for his own interpretation of all such data.

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

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

- 7.1 The Bidder shall be deemed to have satisfied himself, before submitting the proposal, as to the correctness and sufficiency of his Proposal for the works/services as per the contract and of the rates and prices projected by him, all of which shall except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the proposed services.
- 7.2 The Birla Industrial and Technological Museum is against all such damages and compensation for which the Bidder is liable. The Policies of the Bidder shall remain in force throughout the period of providing services.

## **8. Communication between Birla Industrial and Technological Museum and Bidder**

- 8.1 Instructions given by the Birla Industrial and Technological Museum shall be in writing, provided that if for any reason the Birla Industrial and Technological Museum considers it necessary to give any instructions orally, the Bidder shall comply with such instructions. Confirmation in writing of such oral instruction given by the Birla Industrial and Technological Museum, whether before or after carrying out of the instructions shall be deemed to be instructions within the meaning of this sub clause 10.2.
- 8.2 All certificates, notices, written orders or letters, to be given by the Birla Industrial and Technological Museum to the Bidder, shall be deemed to have been served, if the same are delivered to the Bidder or his authorized representative, or delivered or left at or posted to the given address of the Bidder or Bidder's registered office or principal place of business. Such documents shall be deemed to have been received on the day they are left or delivered, or in the case of postal transmission, on the day they would ordinarily have reached but not exceeding 7 days from the date of posting inclusive of day of posting, in any case.
- 8.3 All notices to be given to the Birla Industrial and Technological Museum, under the terms of the contract, shall be served by sending by Speed/Registered post or by delivering the same, to the respective nominated addresses.
- 8.4 Either party may change the nominated address by prior written notice to the other party.
- 8.5 In case of any change in the constitution of Bidder's firm, the same shall forthwith be notified by the Bidder to the Birla Industrial and Technological Museum.

## **9. Duties and Authority of Birla Industrial and Technological Museum**

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

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

- 10.1 The Bidder shall comply with the provisions of the Contract with due care and diligence design (to the extent provided for in the Contract), execute, and complete the works / services as per the contract.
- 10.2 The Bidder shall promptly inform in writing to the Birla Industrial and Technological Museum of any error, omission, fault and other defects in the design, drawings or Specifications for the works/services as per the contract which are noticed while reviewing the Contract documents or in the process of execution of the works/services as per the contract.
- 10.3 The Bidder shall comply with the statutory provisions relating to the works/services as per the contracts, regulations and by-laws of any local authority and undertaking in whose jurisdiction the works/services as per the contract is to be executed.
- 10.4 The Bidder shall enter into and execute the Contract Agreement in the Form of Agreement as annexed at **Annexure II** within 15 days from the date of issue of Letter of Intent. 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 Birla Industrial and Technological Museum and a certified copy shall be made available to the Bidder. However, Birla Industrial and Technological Museum may add any clause at the time of agreement for smooth execution of works/services as per the contract and management of the contract under the rules.
- 10.5 The instructions and orders given to the Bidder's representative shall be deemed to have the same force as if they have been given to the Bidder. The Bidder should furnish the necessary Power of Attorney in favour of his representative for the purpose of this clause. Failure on part of the Bidder to comply with this provision shall constitute a breach of Contract and may lead to necessary action.

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

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

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

- 12.1 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.

- 12.2 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 Birla Industrial and Technological Museum and advise him of the reasons for the delay, as also the extra time required to complete the works/services as per the contract and/or portions thereof, together with justification there for. In all such cases, whether the delay is attributable to the Bidder, the Bidder shall be bound to apply for extension well within the period of completion/extended period of completion of the whole works/services as per the contract and/or portions thereof.
- 12.3 If any modifications are ordered by the Birla Industrial and Technological Museum or site conditions actually encountered are such, that in the opinion of the Birla Industrial and Technological Museum the magnitude of the works/services as per the contract has increased, then such extension of the stipulated date of completion may be granted as appearing to the Birla Industrial and Technological Museum to be reasonable.
- 12.4 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:
- 12.4.1 Any force majeure event or
- 12.4.2 Delay on the part of other Bidders engaged directly by the Birla Industrial and Technological Museum, on whose progress the performance of the Bidder necessarily depends or
- 12.4.3 Any relevant order of court or
- 12.4.4 Any other event or occurrence which, according to the Birla Industrial and Technological Museum is not due to the Bidder's failure or fault, and is beyond his control; The Birla Industrial and Technological Museum may grant such extensions of the completion period as in his opinion is reasonable.
- 12.5 In the event of any failure/ delay by the Birla Industrial and Technological Museum in fulfilling his obligations under the contract, then such failure or delay, shall in no way affect or vitiate the contract or alter the character thereof; or entitle the Bidder to damages or compensation thereof but in any such case, the Birla Industrial and Technological Museum shall grant such extension or extensions of time to complete the works/services as per the contract, as in his opinion is/are reasonable.
- 12.6 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 Birla Industrial and Technological Museum, is due to the Bidder's failure or fault, and the Birla Industrial and Technological Museum's representative feels that the remaining works/services as per the contract can be completed by the Bidder in a reasonable and acceptable short time, then, the Birla Industrial and Technological Museum may allow



the Bidder extension or further extension of time, for completion, as he may decide, subject to the following:

- 12.6.1 Without prejudice to any other right or remedy available to the Birla Industrial and Technological Museum, recovery by way of **liquidated damages** and not as penalty, a sum equivalent to **zero point five percent (0.5%)** 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.
- 12.6.2 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.
- 12.6.3 The recovery on account of compensation for delay shall be limited to **three percent 3%** 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.
- 12.7 The decision of the Birla Industrial and Technological Museum as to the compensation, if any, payable by the Bidder under this clause shall be final and binding.
- 12.8 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.

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

13.1 Conditions leading to termination of contract, If the Bidder –

- 13.1.1 becomes bankrupt or insolvent, or,
- 13.1.2 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
- 13.1.3 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
- 13.1.4 Assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or
- 13.1.5 Abandons the contract, or
- 13.1.6 Persistently disregards instructions of the Birla Industrial and Technological Museum or contravenes any provisions of the contract, or

- 13.1.7 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
- 13.1.8 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 Birla Industrial and Technological Museum, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the Birla Industrial and Technological Museum, or
- 13.1.9 Suppresses or gives wrong information while submitting the Proposal.
- 13.1.10 In any such case the Birla Industrial and Technological Museum may serve the Bidder with a notice in writing to that effect and if the Bidder does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the works/services as per the contract or comply with such instructions as aforesaid to the entire satisfaction of the Birla Industrial and Technological Museum, the Birla Industrial and Technological Museum shall be entitled after giving 48 hours' notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).

In such a case of termination, the Birla Industrial and Technological Museum may adopt the following courses

- 13.1.11 Take possession of the site and equipment, stores, etc.
- 13.1.12 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 Birla Industrial and Technological Museum whose decision shall be final and binding.

#### 13.2 Entitlement of Birla Industrial and Technological Museum

In cases described above, the Birla Industrial and Technological Museum shall be entitled to:

- 13.2.1 Forfeit the whole or such portion of the Performance Security amount, as he may deem fit, up to maximum of 3% of contract value.

### **14. Termination of Contract on Birla Industrial and Technological Museum's Account**

- 14.1.1 The Birla Industrial and Technological Museum shall be entitled to terminate the contract, at any time, should, in the Birla Industrial and Technological Museum'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.

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

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

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

15.1 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 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 Birla Industrial and Technological Museum shall be entitled to rescind the contract as to its incomplete part. In that event, the Birla Industrial and Technological Museum shall not be liable to pay any compensation to the legal heirs of the deceased Bidder and/ or to the surviving partners of the Bidder's firm, on account of such cancellation of contract.<sup>3</sup>

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

## **16. 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 Birla Industrial and Technological Museum and the Bidder or his authorized representative. Such modifications

will not be effective until the same have been signed by both the parties. Any verbal or written arrangements for abandoning, modifying extending, reducing or supplementing the contract, or any of the terms thereof shall be deemed to be provisional and shall not be binding on the Birla Industrial and Technological Museum unless and until the same are incorporated in a formal instrument and signed by the Birla Industrial and Technological Museum and the Bidder.

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

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

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

- 18.1 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 code of practices and adopted by Birla Industrial and Technological Museum whether mentioned or not in the nomenclature of the items in Financial Proposal.
- 18.2 Nothing extra shall be payable over the quoted rates, except as specifically provided in the Contract.

#### **19. 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.

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

- 20.1 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 Birla Industrial and Technological Museum, shall be bound to carry out such items of works/services as per the contract at the rates to be decided as per clause 18.
- 20.2 The rate for such extra items shall be derived on the basis of prevailing national market rates as per standard architectural conservation practices.

- 20.3 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 Birla Industrial and Technological Museum, of at least 7 days before the need for their execution arises. Such a notice shall not however be necessary if the Birla Industrial and Technological Museum has already instructed in writing to take up such an item of works/services. To decide the rate, the Bidder shall furnish detailed analysis of the rates and attend a meeting with Birla Industrial and Technological Museum to settle the rate as and when called for. The Bidder shall be bound to furnish the requisite details and to attend the meeting.
- 20.4 In case mutually agreeable settlement of rates is not arrived at between the Birla Industrial and Technological Museum and the Bidder, the Bidder shall be bound to carry out the works/services at rates to be decided by the Birla Industrial and Technological Museum. In the absence of a finalized rate for a new item the Birla Industrial and Technological Museum shall be entitled to certify payment to the Bidder based on a provisional rate fixed by the Birla Industrial and Technological Museum for the works/services done under the new item. This shall be subject to upward or downward adjustment after the rate is finalized by the Birla Industrial and Technological Museum for that item.
- 20.5 The decision of the Birla Industrial and Technological Museum under this clause shall be final and binding.

## **21. On Account Payments**

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

## **22. Final Payments**

- 22.1 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 Birla Industrial and Technological Museum and in case the same are found not in order, the Birla Industrial and Technological Museum shall direct the Bidder to re-submit the final bill along with all details.
- 22.2 On receipt of all requisite details and final bill from the Bidder, the Birla Industrial and Technological Museum shall prepare the final bill. The Bidder shall sign the Industrial and Technological Museum’s copy of the Final Bill account in token of acceptance of the full and final value of the works/ services as per the contracts

performed under the contract, and submit a “No Claim Certificate” on the prescribed Pro-forma along with a list of unsettled claims, if any. Birla Industrial and Technological Museum shall then arrange to make payment against the final bill. The Bidder shall not be entitled to make any claim whatsoever against Birla Industrial and Technological Museum under or arising out of this contract, nor shall Birla Industrial and Technological Museum entertain or consider any such claim, if made by the Bidder after he shall have signed a “No Claim certificate” in favour of the Birla Industrial and Technological Museum. In case, the Bidder submits a list of unsettled claims along with the “No Claim certificate”, he shall not be entitled to submit any additional claims other than those submitted along with “No Claim Certificate”.

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

23.1 All payments to the Bidder shall be made through Account Payee Cheque/ electronically/ as prescribed by the concerned Accounts Department.

23.2 All payments to the Bidder shall be made by above means only unless specifically otherwise agreed by the Industrial and Technological Museum in special circumstances for other payments.

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

### **24. 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 Birla Industrial and Technological Museum. If the Birla Industrial and Technological Museum notices any incomplete item of works/services as per the contract or any defect, which is to be rectified by the Bidder, Birla Industrial and Technological Museum shall furnish to the Bidder, the list of all such incomplete items of works/services as per the contract, deficiencies, etc., and may refuse to issue a Certificate of Completion to the Bidder. If in the opinion of the Birla Industrial and Technological Museum the works/services as per the contract has been satisfactorily completed the Industrial and Technological Museum shall issue a certificate of completion showing the date of completion in respect of the works/services as per the contract.

### **25. Post Payment Audit**

It is an agreed term of the contract that the Birla Industrial and Technological Museum reserves to himself the right to carry out a post payment audit or technical examination of the works

/services as per the contracts and the final bill including all supporting vouchers, abstracts, etc. If as a result of such examination, any over payment to the Bidder is discovered to have been made in respect of any works/services done, the Bidder will be bound to refund the same to the Industrial and Technological Museum may be adjusted against any dues of the Bidder. If any under payment is discovered, the Birla Industrial and Technological Museum shall pay the same to the Bidder. Such payments or recoveries, however, shall not carry any interest.

## **26. Force Majeure**

- 26.1 If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by the Birla Industrial and Technological Museum or the Bidder shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake or any other act of God, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory, rules, regulations, orders or requisitions issued by a Government department or competent authority (hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.
- 26.2 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.
- 26.3 The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- 26.4 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 150 days, the contract may be fore-closed with mutual consent by giving a notice of 30 days without any repercussions on either side.
- 26.5 In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the Industrial and Technological Museum shall be final and binding.
- 26.6 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.

## **27. Settlement of Disputes**

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

### **27.1 Mutual Settlement**

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

### **27.2 Conciliation/Arbitration**

27.2.1 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.

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

27.2.3 Director General, National Council of Science Museums may appoint any person as Sole Conciliator or Sole Arbitrator, as the case may be. In case, the Director General, National Council of Science Museums decides to appoint a Sole Conciliator/Sole Arbitrator, then a panel of Birla Industrial and Technological Museum 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 Director General, National Council of Science Museums will appoint Sole Conciliator/Sole Arbitrator out of the names agreed by the Bidder.

27.2.4 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, Birla Industrial and Technological Museum for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Director General, National Council of Science Museums 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.

27.2.5 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.

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

27.2.7 The conciliation/arbitration proceedings shall be held in Kolkata at a venue decided by Conciliator/Arbitrator.

27.2.8 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 Birla Industrial and Technological Museum and the Bidder.

27.2.9 The minimum qualifications of Conciliator/Arbitrator shall be graduate in architecture/ engineering, a retired curator/engineer 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.

### **27.3 Settlement through Court**

It is a term of this contract that the Bidder shall not approach Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through sub clauses 27.1 and 27.2.

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

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

### **27.5 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.

## **28. Jurisdiction of Courts**

Jurisdiction of courts for dispute resolution shall be Kolkata.

## **29. Addition of New Clauses**

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

### **30. Indemnity by the Consultant**

The Consultant shall indemnify and save harmless the Birla Industrial and Technological Museum from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Birla Industrial and Technological Museum by reason of any act or omission of the Consultant, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

## **Section 9.**

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

1. The conditions of the Contract shall be General Conditions of Contract (herein after called as the General Conditions) as modified and added to by the following Special Conditions of Contract which shall be read and construed with the General Conditions as if they were incorporated therewith.
  - i. 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.
  - ii. **Order of Priority of Contract Documents**
    - 1.ii.1 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.ii.2 Letter of Intent of Proposal
    - 1.ii.3 Letter of invitation [Notice Inviting Request for Proposal]

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

- 2.1 The Bidders shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, and methods. The Bidders shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Birla Industrial and Technological Museum, and shall at all times support and safeguard the Birla Industrial and Technological Museum'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 Birla Industrial and Technological Museum and the Bidders. The Bidders, subject to this Contract, have complete charge of Personnel and Sub-Bidders, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 2.4 The Bidders shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Bidders, as well as the Personnel of the Bidders and any Sub Bidders, comply with the Applicable Law.
- 2.5 The remuneration of the Bidders pursuant to shall constitute the Bidders' sole remuneration in connection with this Contract or the Services. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. The role of Bidder is advisory and recommendatory and the final authority shall be with Birla Industrial and Technological Museum only.

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

The Bidder's work shall be reviewed after completion of every stage by the committee as appointed by the Birla Industrial and Technological Museum as per the time schedule and activity programme agreed between the Bidder and Birla Industrial and Technological Museum. The monitoring schedule agreed shall be in written format.

## **Section 10.**

### **Annexure A**

#### **FORM OF AGREEMENT**

(To be executed on Non-Judicial Stamp Papers of appropriate value)

#### **AGREEMENT**

THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_ (Month/year) between Birla Industrial and Technological Museum, 19 A, Gurusaday Road, Kolkata 700019, acting through (Director and his representatives, hereinafter called " Birla Industrial and Technological Museum") of the one part and \_\_\_\_\_ (name and address of the Bidder) (hereinafter called "the Bidder") of the other part.

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

NOW THIS AGREEMENT WITNESS as follows:

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

Conditions of Contract hereinafter referred to.

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

- (a) Notice Inviting Request for Proposal (RFP)
- (b) Technical Proposal
- (c) Financial Proposal

2. The First Party shall terminate the Agreement immediately if the Second Party has not completed with any of the Terms and Conditions as specified/ detailed in the documents as mentioned in this Agreement.
3. In consideration of the payments to be made by the Birla Industrial and Technological Museum to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Birla Industrial and Technological Museum to execute and complete the Works / services as per the contract and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. Birla Industrial and Technological Museum hereby covenants to pay the Bidder in consideration of the execution and completion of the Works / services as per the contract and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

(Name, Designation and address of the authorized signatory) (Director, Birla Industrial and Technological Museum or his representative) Signed for and on behalf of the Bidder in the presence of:

Witness:

1.

Witness:

2.

Signed for and on behalf of the Birla Industrial and Technological Museum in the presence of:

Witness:

1.

Witness:

2.

## Section 11.

### Annexure-B

#### Eligibility Criteria for the Bidder

1. The bidder may be a company/ firm/ consortium with sound experience in performing the required job work as mentioned in the tender documents. In case of consortium, it should be formed by a legal instrument wherein responsibilities and liabilities of each party of the consortium should be specified in clear terms. A copy of the legal instrument has to be submitted.
2. The bidder must have at least 10 **years** (from the last date of submission of bid) of experience in preparation of DPR & providing consultancy services for restoration of old heritage structures (Buildings / Museum / Monuments etc.). The bidders should have a team of professionals as required for the job satisfying any one of the criteria mentioned below is to be fulfilled by the Agency or Lead Partner in case of Consortium in the last 10 years (from the last date of submission of bid):

**One (1) completed work of similar nature with project execution cost of Rs. 5 crore or more**

**Or,**

**Two (2) completed works of similar nature with project execution cost of Rs. 3 crore or more (but less than Rs. 5 crore) each**

**Or,**

**Three (3) completed works of similar nature with project execution cost of Rs. 2 crore or more (but less than Rs. 3 crore) each**

Documentary proof such as **Work Orders and Completion Certificate** from the competent authority/client shall be enclosed along with photographs of projects.

3. The bidder must have minimum **annual turnover of Rs. 15,00,000/-** during each year for last three financial years (2023-24, 2022-23 and 2021-22). In case of consortium, the turnover of the Principal Consultant / Lead Consultant of the consortium shall be taken into account.
4. Bids for which **EMD** as per clause 7 (of Section-3) of “Instructions to the Bidders” are received on or before opening date of bids would only be considered for technical evaluation.
5. Bids for which signed copy of RFP as per clause 6.1 of Section-3 are to be up-loaded on e-portal (Central Public Procurement Portal) and received in hard copy, duly stamped and signed on all the pages including supporting documents by the bidder, on or before the day of opening of technical bids would only be considered for technical evaluation.

## Section 12.

### Annexure-C

#### Technical Evaluation Criteria

##### 1. Evaluation of work experience (Max. Marks: 25)

Sl. No.	Criteria	Marks
1	Experience of Bidder, Lead/Principal Consultant(for Consortium) in similar work of restoration of heritage structures maintaining their sanctity / antique-value(to be evaluated as per section 11 (2) above.	25
	<b>Total</b>	<b>25</b>

##### 2. Evaluation of the team component (Max. Marks: 60)

(Must be supported by signed & stamped consent letter of professionals' / associate consultants)

Sl. No.	Criteria	Marks
1	Conservation / Restoration Architect having minimum 10 years' experience in restoration of old buildings / museums (Heritage Building).	10
2	Specialist Structural Engineer having minimum 10 years' experience in chemical composite, polymer & epoxy, carbon rod, filament, fibre, glass fibre, polymer concrete & mortar, micro concrete, shotcrete, corrosion treatment technologies like sacrificial anode and impressed current, diagnostics by mapping of corrosion, porosity of existing concrete, use of infrared thermography, UPV, GPR, half-cell potential etc. in old building structure retrofitting / restoration work.	25
3	Experienced Fire Consultant with relevant experience of Minimum 10 years	10
4	Experienced Electrical Consultant with relevant experience of Minimum 7 years	5
5	Experienced HVAC Consultant with relevant experience of Minimum 7 years	5
6	Experienced PHE consultant with relevant experience of Minimum 7 years	5
	<b>Total</b>	<b>60</b>

##### 3. Evaluation of the Financial Soundness (Max. Marks: 15)

Sl. No.	Criteria	Marks
	Annual turnover during each of last three financial years (2024 - 23, 2023 -22 and 2022-21)	
1	Rs. 15,00,000 - below Rs. 25,00,000	5
2	Rs. 25,00,000 – below Rs. 50,00,000	10
3	Above Rs. 50,00,000	15

**Note: For Technical Qualification of bidders must satisfy all the marking criteria's as mentioned below:**

- i. **Bidders must score full marks i.e. 25 marks & 60 marks in above section 12 (1) & (2) respectively.**
- ii. **Bidder must score at least 5 marks in Section 12 (3) above.**

## **Section 13.**

### **Annexure D**

#### **PRICE BID FORMAT**

**(Sample for information only; not for quoting price here)**

#### **For Phase-I & Phase-II and Phase-III**

<b>Sl. No.</b>	<b>Description of item / work</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate (INR)</b>	<b>Amount (INR)</b>
1	Providing Consultancy Services according to the three phases (Phase-I, Phase-II and Phase-III of Scope of Consultancy Services) to draw up a 'PPR' in Phase-I, 'DPR' in Phase – II and "Project management Consultancy during execution" in Phase-III as stipulated in the RFP document pertaining to restoration of Old Museum Building at Birla Industrial and Technological Museum, 19A, Gurusaday Road, Kolkata - 19.	Lump sum	1		
2	Taxes/GST				
	<b>Total</b>				

Note:

- i) Lowest bidder will be decided after taking into consideration the quoted lump sum cost.
- ii) Letter of Intent (LOI) for Phase I & Phase II work shall be issued first. LOI for Phase-III work shall be issued separately as & when the Museum Authority decides to start the execution of the work.
- iii) Validity of Quoted Rate for Phase-I & Phase-II shall be 90 days. Validity of Quoted rates for Phase-III work shall be 1 year.

## **Section 14**

**Drawings:** Attached Separately as **Annexure – E (Drawings)**