

Directorate of Culture & Archaeology
Government of Chhattisgarh



Request For Proposal (RFP)

For

**Appointment of Executive Agency (PSUs, State Government agencies and
Central Govt. Agencies) for Development of Projects under Directorate of
Culture & Archaeology in Chhattisgarh**

संचालनालय संस्कृति एवं पुरातत्व रायपुर- छत्तीसगढ़

दूरभाष: 0771-2537404, टेलीफैक्स 0771-2234731

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क्रमांक 2824/ अनु. /स.पु./ 2020 रायपुर, दिनांक 15/7/2020

निविदा की संक्षिप्त सूचना

संचालनालय संस्कृति एवं पुरातत्व रायपुर छत्तीसगढ़ के द्वारा संचालनालय संस्कृति एवं पुरातत्व रायपुर में परियोजनाओं के विकास हेतु कार्यपालिक संस्था नियुक्त (एम्पेनलमेंट) करने हेतु निविदा आमंत्रित की जाती है. संचालनालय संस्कृति एवं पुरातत्व रायपुर के वेबसाइट WWW.cgculture.in से डाउनलोड कर आवेदन पत्र प्राप्त किया जा सकता है. जिसकी तिथियां निम्न है:-

| क्र. | निविदा विवरण | दिनांक |
|------|--|--------------------------------|
| 1 | निविदा प्रस्ताव जमा करने की अंतिम तिथि | 19.08.2020 समय शाम 3.00 बजे तक |
| 2 | निविदा प्रस्ताव खोलने की तिथि | 20.08.2020 समय दोपहर 12.00 बजे |
| 3 | निविदा प्रस्ताव मुल्यांकन की तिथि | 24.08.2020 समय दोपहर 12.00 बजे |

उपरोक्तानुसार निविदा मुहरबंद लिफाफा में आमंत्रित की जाती है. विस्तृत विवरण अधोहस्ताक्षरकर्ता के कार्यालय से प्राप्त की जा सकती है. निविदा के सामान्य शर्तें विस्तृत निविदा विज्ञप्ति एवं निविदा दस्तावेज व अन्य जानकारी कार्यालयीन अवधि में कार्यालय में उपस्थित होकर दिनांक 17.08.2020 से देखी जा सकती है.

(विभाग के वेबसाइट में प्रसारित करने हेतु)

जी. 82398/4

संचालक
संस्कृति एवं पुरातत्व

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NOTICE INVITING TENDER

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| Notice Inviting tender for Appointment of Executive Agency (PSUs, State Government agencies and Central Govt. Agencies) for Development of Projects under Directorate of Culture & Archaeology in Chhattisgarh | |
| Tender Reference No.: | |
| <p>Proposal is invited on behalf of Directorate of Culture & Archaeology, Chhattisgarh ("the Authority") from interested agencies for Appointment of Executive Agency (PSUs, State Government agencies and Central Govt. Agencies) for Development of Projects under Directorate of Culture & Archaeology in Chhattisgarh</p> <p>Interested entities can obtain the details of the TENDER from website: http://www.cgculture.in In Amendments /modifications, if any shall not be published in the newspapers but the same shall be uploaded in the website only.</p> <p>The TENDER along with the necessary documents shall reach Directorate of Culture & Archaeology at the address mentioned in this TENDER.</p> | |
| Name of Work: | Request For proposal for appointment of Executive Agency (PSUs, State Government agencies and Central Govt. Agencies) for Development of Projects under Directorate of Culture & Archaeology in Chhattisgarh |
| Pre-proposal meeting | 11.00 hrs , _____ |
| Date & Time for submission of proposal | Proposal Due Date i.e. _____ 15:00 hrs. |
| Opening of Technical Bid. | 3.30 hrs on _____ |
| <p>Sd/- Director Culture & Archaeology</p> | |

DISCLAIMER

The information contained in this Tender document (the "Tender document") or subsequently provided to Applicant(s), whether verbally or in documentary or any other form by or on behalf of the Director, Culture & Archaeology or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This tender document is not an agreement and is neither an offer nor invitation by the Director, Culture & Archaeology to the prospective Applicants or any other person. The purpose of this tender document is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this tender document. This tender document includes statements, which reflect various assumptions and assessments arrived at by the Director, Culture & Archaeology in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This tender document may not be appropriate for all persons, and it is not possible for the Director, Culture & Archaeology, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this tender document. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender document and obtain independent advice from appropriate sources.

Information provided in this tender document to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Director, Culture & Archaeology accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The Director, Culture & Archaeology, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this tender document or arising in any way for participation in this Bid Stage.

The Director, Culture & Archaeology also accepts no liability of any nature whether

resulting from negligence or otherwise howsoever caused arising from reliance of any applicant upon the statements contained in this tender document.

Fact Sheet

| | | |
|----|---|--|
| 1 | Tender No | No. _____ |
| 2 | Name of the Work | Request For proposal for appointment of Executive Agency (PSUs, State Government agencies and Central Govt. Agencies) for Development of Projects under Directorate of Culture & Archaeology in Chhattisgarh |
| 3 | Name of the issuer of this tender | Director, Culture & Archaeology |
| 4 | Date of issue of tender document | |
| 5 | Date for sending Pre-Bid Query | _____, till 5 pm |
| 6 | Pre-Bid Meeting | _____ at 11.00 am at Office of Directorate , Culture & Archaeology ,mentioned below |
| 7 | Publishing of pre-bid queries response | _____ on Culture Website |
| 8 | Last Date for Submission of Bid | _____ up to 03.00 P.M. |
| 9 | Date of Bid Opening | _____ at 03.30 P.M. |
| 10 | Date of Technical presentations | To be informed later |
| 11 | Date of Financial Bid Opening | To be informed later |
| 12 | Place of Bid Opening and Address of Communication | Directorate , Culture & Archaeology (DoC& A), MGM Museum, Civil Lines, Near Raj Bhawan, Raipur (C.G.) 492 001 |
| 13 | Tender Fees | Rs. 1,000 (Rupees One Thousand only). Tender Processing fees may be submitted in Demand Draft in the favor of The Director, Directorate of Culture & Archaeology |
| 14 | Earnest Money Deposit (EMD) | Rs. 50,000 (Rupees Fifty Thousand only). EMD may be submitted in Demand Draft in the favor of The Director, Directorate of Culture & |

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| | | Archaeology or in the form of Bank Guarantee. EMD should be valid for the period of Six months from the last date of receipt of RFP |
| 15 | Availability of Tender Document | Tender document can be Download from: http://www.cgculture.in |
| 16 | Validity of Proposal | Proposals must remain valid 180 days after the Submission date |
| 18 | Bid Submission | Bid can be submitted by hand, Speed post or registered post only |
| 19 | Consortium or JV | Not permitted |

Table 1 - Facts and key timelines about the project

Note

1. The date of opening of the commercial bids will be intimated to the qualified Bidders before the due date through Email or Telephone.
2. DoC& A reserve the right to change any schedule of bidding process. Please visit <http://www.cgculture.in> regularly for the same.

1. BACKGROUD INFORMATION

1.1 Introduction

Chhattisgarh is well known for its rich cultural heritage that reflects various aspects of this beautiful state. Cultural life of Chhattisgarh comprises varied forms of traditional art and crafts, tribal dances, folk songs, regional festivals and fairs and amusing cultural fests. Mainly, Chhattisgarh is occupied by tribal people who have preserved their rich tribal culture modestly and religiously. People of the state are traditional and believe in simple way of living following their traditional customs and beliefs. It can be visibly observed in their food habits, festivals and fairs, costumes, ornaments, folk dance and music as well. Chhattisgarh also hosts various cultural fests like Chakradhar Samaroh, Sirpur Mahotsav, Rrajim Punni Mela, Bastar Lokotsav and other Festival that showcase vibrant cultural life of the state.

The State of Chhattisgarh will identify, recognize, document, revitalize present and disseminate the continuing cultural traditions of local communities. The Department will promote textual as well as non textual traditions, collection and documentation of tangible objects as well as recollection of intangible traditions, their ex situ display as well as in situ revitalization., try to work around existing cultural landscapes, festivals and institution, rather than create new ones to replace them.

The functional spectrum of the Department is rather wide, ranging from generating cultural an archaeological awareness at the grassroots level to promoting their exchanges at an international level.

The Department of Culture has undertaken different activities that include:

- Maintenance and conservation of the heritage, ancient monuments and historic site of Chhattisgarh;
- Promotion of literary, visual and performing arts;
- Maintenance, preservation and conservation of the archival records;
- Protection, conservation and documentation of cultural property;
- Observation of different national and state festivals;
- Promotion of institutional and individual initiatives in the fields of art and culture

The present office address is as below

Director,

Directorate of Culture & Archaeology (DoC& A),

MGM Museum, Civil Lines, Near Raj Bhawan, Raipur (C.G.) 492001

For this, DoC& A, intends to avail services of Executing agency through this RFP process. Applications are invited from reputed PSUs, State Government undertaking or Central government undertaking which are having sound required qualifications, technical

background, team strength, appropriate registrations and meet Pre- qualification criteria set out in this document.

1.2 Objective

The broad objective of the RFP is to avail the services of qualified and experienced Project Implementation Agencies (PIA) for giving consultancy services for planning, designing, construction, Project Management and implementation of projects on turnkey basis by DoC&A in Chhattisgarh. The aim is to have Project Implementation Agencies who will assist DoC&A in conceptualization, planning, designing, development, execution and monitoring of various development initiatives by ensuring timely and quality execution of work.

This Tender document is for the appointment of a suitable Project Implementation Agencies under GFR Rule 133(3) from central/ state government public sector undertaking (PSUs). The aim & objective of this RFP is to determine the lowest charges to carry out construction work or any other works of the Department at any place in the state of Chhattisgarh. The Executing agency shall be required to provide the services as per the scope of services defined in the Term of Reference.

The lowest service charges so determined shall be applicable on new construction works allocated to the appointment Executive Agency.

2. TERMS OF REFERENCE

a. Terms of Reference

The objective of this Tender is to empanel Project Implementation Agencies (PIA) for services to support Directorate of Culture & Archaeology (DoC& A) in conceptualizing, planning, designing, developing, implementing and monitoring of various cultural development initiatives by ensuring timely and quality execution of work.

A. Empanelled Project Implementation Agency (PIA) would be required to deliver services for the following stages;

Stage I: Conceptual Project Report

Stage II: Detailed Project Report

Stage III: Project Execution

Stage I: Conceptual Project Report

The broad scope of services under this contract shall be the preparation of conceptual plans for selection of options by the Authority. It would include scope as following:

- a) Assisting authority in the selection of the cultural theme on which project should be developed
- b) Conceptualization of project on the selected cultural theme
- c) Approach & Methodology for the selection of cultural theme on which schematic design to be developed
- d) Schematic design options for the proposed project/ program
- e) Written review-to-date and development of Basis of Design documentation for inclusion in the construct document package;
- f) Site survey & Feasibility assessment to determine the technical viability of the project
- g) Carrying capacity analysis of the destination/ location where the project is proposed
- h) Design development drawings of 50% of components of the selected schematic design;
- i) A construction cost estimate based upon the design development drawings (said estimate to be updated as per the suggestions of the authority);
- j) Construction cost estimate based upon the final selected project proposal
- k) Construction schedules, and broad specifications necessary for the project

Agency may be asked to get the Geo spatial/ topographical survey / contour survey done for the project sites, for which amount will be reimbursed by Department of Culture & Archaeology (DoC& A) as per actual billed amount by the third-party surveyor. Agency shall seek the approval of the amount from DIRECTOR, Department of Culture & Archaeology (DoC& A) prior to commencement of the survey.

Stage II: Detailed Project Report

A. Pre- Execution Phase

- As per the approved conceptual plan, preparation of detail plans for selected project by the client, detailed architectural plans and elevations, all Structural Designs, Electrical, HVAC, indoor and outdoor lighting, plumbing, Sanitary, Fire safety system, Communication system, LAN, Access control, Security system, power backup and Green features, Landscape etc., includes providing detailed designs and specifications, tender drawings for the works on item rate basis and other relevant drawings and design adhering to applicable norms, standards and codes.
- Preparation of Detailed cost estimate/ Bill of quantity as per the SOR/ DSR or as mentioned by the authority.
- Participation in regular meetings and conferences required for preparation of the requisite document.
- Proper coordination and follow-up with stakeholders of the project for requisite information and documents
- Agency may be asked to get the Geo spatial/ topographical survey / contour survey done for the project sites, for which amount will be reimbursed by Department of Culture & Archaeology (DoC& A) as per actual billed amount by the third-party surveyor. Agency shall seek the approval of the amount from DIRECTOR, Department of Culture & Archaeology (DoC& A) prior to commencement of the survey.

B. Execution Phase

- Preparation of requisite tender for selection of contractor and other required agencies
- Assistance in bid process management including, bid evaluation for selection of agency
- Getting into agreement with the contractor for construction of the project.
- Responsible to establish and maintain contact between the architects and the contractors for the project.
- Monitor the execution of projects as per the Good For Construction (GFC) drawings given by the architect/ technical agency.
- certification of bills.
- Issuing Completion Certificates (CCs) through the concerned agency
- Quality inspection and handover of projects.
- Preparation of drawings good for construction, modification of drawings, if required during the construction
- Ensuring Architectural compliance and suitability of the project including ensuring confirmation of the quality and standards
- Through all the project phases Authority expects the agencies to illustrate the interest and commitment to utilize the best construction practices, materials, techniques in order to promote fast, efficient, economical and sound completion of the works under the cultural theme selected for the development of the project.

The detailed scopes of services to be rendered under this contract shall include the following:

Architectural Services

- a) Site evaluation, analysis and impact of existing and / or proposed development on its immediate environs.
- b) Preparation of design, site development, Master plan Architectural plans, Landscaping plan, elevations, Sections etc., with details of area analysis, 3D modeling, Building geometry etc.
- c) Preparation of all drawings good for construction and providing technical specifications for structural designs, and services designs including HVAC, electronic, elevators, internal and external works i.e., electrical, water supply, Sanitary works, drinking water, sewerage design, Telecommunications, Networking, Graphic signage's, firefighting arrangements, security systems & other mechanical systems and all related civil works including parking, chain link fencing, water front development, jetty, railings, docking bays etc.
- d) Preparation of preliminary drawings using professional software for various floors of different structures, toilets, staircases, elevators, etc. explaining the general planning with schedule of internal and external materials and finishes and dimensions. Plumbing / Electrical layout indicating internal and external lines, transformer, fire safety detection & firefighting system, UPS and location of channels for electric cables, telephone, LAN, AC ducts and other conduits for services, complete in accordance with the relevant NBC / local Bye laws including 2D drawings and 3D views, walkthrough presentation using 3Dmax or other professional software, at no extra cost and obtaining approval of Authority.
- e) Preparation of detailed architectural drawings of different project components sufficient to prepare tender documents consisting of floor plan to each level, reflected ceiling plans at each level including coordinated lighting and service features, external elevations, internal elevations, cross sections and longitudinal sections, terrace plans, electrical/lighting outfit/switching plan including MCCB, MCB, ELCB, capacitors and earthing, plumbing and schematics, interior fit outs including details.
- f) Preparation and submission of detailed designs, drawings and documents for all internal utility services like plumbing, electrification, fire-fighting, fire detection and lifts, telephones, PABX, LAN, Networking, public address system and other specialized services etc. as per the requirements of the Project, suitable for construction and release to site.
- g) Preparation and submission of detailed designs, drawings and documents for all external utility services like water supply, sewerage, storm water drainage, fire hydrants schemes, treatment plants for sewage, rain water harvesting, water supply intakes arrangements, roads, street lighting, telephone system, electrical transformer and other related components, boundary walls and any other specialized services as per Project requirement suitable for construction and release to site including getting necessary approvals from concerned developments.
- h) Preparation of landscape architecture, interior architecture, architectural conservation, graphic design and signage etc.
- i) Preparation of detailed specifications, bill of quantities, rate analysis, Detailed measurement, Non-SOR quotations not less than 3 in number.
- j) Preparation of Tender drawings, Technical specifications, vendors / manufactures for materials and equipment and necessary support for preparation of tender documents for Tendering.
- k) Assistance to Authority in providing clarifications to bidders, Pre-bid meeting and specifying the construction contract.
- l) The approvals of the Authority are required on all drawings, specifications, documents etc and Architect & Design Consultant shall be responsible for modifications, incorporation of suggestions etc.

- m) Assist Authority in obtaining approval from local bodies / statutory authorities like fire dept, electricity dept, etc.
- n) The Architect & Design Consultant shall prepare the drawings, technical specifications & liaison with all departments for statutory approvals, clearances of various authorities in execution of the project and ensure compliance with codes, legislation as applicable. **Department of Culture & Archaeology (DoC& A)** shall pay all statutory fees required for obtaining the approvals from various local bodies / statutory bodies.
- o) The client may engage separately green facilitator for obtaining certification from GRIHA / Lead India. The Architect & Design Consultant shall have to provide necessary documents to the facilitator and also incorporate modifications if any suggested by the facilitator towards green concepts in the drawings / design for better green building certification. **Department of Culture & Archaeology (DoC& A) shall pay all charges required for obtaining such certificates.**
- p) Ensure engaging the required key professionals for the services such as architectural, structural, electrical and mechanical systems, HVAC, Networking and LAN and Sanitary for the project designing and execution.
- q) The Architect & Design Consultant shall also attend the reviews, meetings, conferences pertaining to the project and also liaison with the statutory authority for obtaining the occupancies certificate.

Structural Engineering Services

- a) The Architect & Design Consultant shall have to carry out necessary land surveys, soil investigations and tests required design and drawings. The foundation system shall be finalized referring the Soil Investigation reports and in consultation with Authority
- b) The project components shall be designed to withstand static/dynamic loading (wind/seismic) and the design shall be strictly in accordance with the latest Indian Standard Code of Practices / National Building Code. The structural analysis and design shall be done by using latest version of software packages such as STAADPRO or equivalent. The provisions in various BIS Codes shall override the packages output.
- c) The Architect & Design Consultant shall supply all design calculations/computer input and output giving specific reference to BIS/NBC, along with soft copies. The structural drawing showing the reinforcement details / bar bending schedule shall be prepared as per latest edition of SP: 34 (S&T). All overriding conditions prescribed by IS: 13920 or any other BIS code shall be taken into account while preparing the structural drawings.
- d) For all static or dynamic load bearing structures, Architect & Design Consultant shall have to proof check done for structural designs and drawings by IIT /NIT before submitting for the approval of Authority. **Fees to these institutions related to obtaining such checks and vetting will be borne by Department of Culture & Archaeology (DoC& A).**

Service Designs

The design for the following services shall be carried out as per the provisions of the design brief for respective services and shall be approved by Authority.

- a) HVAC - It shall be provided with latest features having energy efficiency standards.
- b) FIRE DETECTION & FIRE FIGHTING SYSTEM - Highest fire safety norms in accordance with local fire bye-laws/ codes are to be followed and state of the art microprocessor based addressable fire alarm systems shall be provided.
- c) ACCESS CONTROL SYSTEM/SECURITY SYSTEM Access Control System/ Security system shall be designed to maximize the performance of fire/intrusion alarms and security systems.
- d) ELEVATORS - The elevators shall be as per international standard with latest features.
- e) POWER MANAGEMENT SYSTEM - Sensors based lighting shall be provided.
- f) Dry type transformers and HV/MV panels.
- g) DG SETS

- h) UPS - shall be provided for computers, communication etc.
- i) SOLAR PANELS - may be provided for meeting the backup requirements.
- j) WATER PURIFIERS AND WATER COOLERS - On approval, appropriate capacity have to be provided in the design.
- k) WASTE WATER MANAGEMENT SYSTEM - A sewage treatment plant shall be designed to provide soft water for horticultural and other uses.
- l) ENVIRONMENTAL PROTECTION - Cautious effort shall be made to ensure the project provides positive contribution to the Environment and conform to local pollution control norms.
- m) INTERIOR DESIGN - The interior of the buildings shall be designed to ensure pleasant environment that encourages excellence and working comfort.
- n) LANDSCAPING AND HORTICULTURE - Appropriate hard and soft landscaping shall be designed to be in harmony with the surrounding Environment and neighborhood. The objective is to provide a harmonious and friendly environment with green area and landscape features.
- o) OTHER SERVICES - Any other services connected with the work shall be designed as per standard practice.
- p) Preparation of the lighting scheme including HVAC, Sanitary and plumbing, drainage system, landscaping and signage's places and all other appurtenances.
- q) The Architect & Design Consultant shall ensure the durability, serviceability, structural adequacy, conformation to the design standards aesthetics, structural component of the project before recommending the same for approval.
- r) After scrutiny by Authority, the corrected design and drawings shall be prepared for approval and issue the drawings good for construction and the process.
- s) Any component which requires redesigning on account of exigencies of the site like redesigning the foundations for utilities etc., during the execution shall be approved as expeditiously as possible.

Engineering Documents/ Detailed Estimates

- a) Preparation of Detailed estimate as per Authority. Detailed Standard Specifications and Chhattisgarh PWD SR for engineering works for items not covered in these then other CG SR/NBC/ CPWD Standard and specifications or any other standard specifications and rates as applicable with complete working details, schedules such as internal and external finishes, hardware sanitary fitting and tap ware, building specifications including specification for all trades and services, and bill of quantities including those of various services all based on schedule of rates conforming to specifications and procedures approved and prescribed by the Authority to describe the whole project adequately. Supplying details of calculations of such Schedule of quantities to enable the Authority to check them before preparation of draft tender documents.
- b) Where prescribed specifications and/or schedule of rates do not provide for certain items/services specification and rates based on proper market rate analysis supported by competitive quotations from reputed/specialized / authorized agencies shall be adopted for these items with the approval of the Authority.

Stage III: Project Execution / Project Management

The DOC&A shall be award the work/ project to Empanelled Agency either in the form of Project Execution Agency (PEA) on Turnkey mode or in the form of Project Management Consultant:

Stage III (a) Award of work as Project Execution Agency: In case the agency is awarded

work as the Project Execution Agency, it will act as a turnkey contractor. The PEA will be responsible for selection of the contractor and execution of the contract within specified time with the desired quality level. The Bidding process for the selection of the Contractor shall also be responsibility of the Agency.

Stage III (b) Selection of Agency as the Project Management Consultant: In case the agency is selected as the Project Management Consultant (the PMC), the Contractor for execution of the project will be selected/ appointed by the DOC&A and the PMC shall be responsible for assisting the DOC&A in bidding process, preparation of the bid documents, draft agreement with the proposed contractor and such other similar activities as the DOC&A may require for selection and appointment of the Contractor.

It is pertinent to note here that in either of the case, the successful bidder or selected agency shall be responsible for overall supervision of the project, monitoring of all the activities of the contractor selected either by DOC&A or by the Agency itself at every stage of the operation with an intent to ensure the timely execution of the project with the desired quality level. Any short coming in the supervision and monitoring activities by the agency shall be sole responsibility of the agency and the DOC&A will be entitled to recover any loss or damage suffered on account of any short coming of the roles and responsibilities of the agency / any certification or overlooking of any wrongful act of the contractor either selected by DOC&A or by the agency itself. Inspection and Examination of work must consist following:

- a) The empanelled agency would be responsible to establish and maintain contact between the architects and the contractors for the project.
- b) Monitor the execution of projects as per the Good For Construction (GFC) drawings given by the architect/ technical agency.
- c) Issuing Completion Certificates (CCs) through the concerned agency
- d) Evaluation and Monitoring of detailed designs and drawings for executing the work adhering to the applicable norms and standards
- e) Ensuring Architectural compliance and suitability of the project including ensuring confirmation of the quality and standards
- f) Checking of electrical and civil instruments which will be used by the contractor at site for execution of the project. Calibration of the entire instrument must be checked before using of them at site.
- g) Day to Day supervision of all electrical, civil work and other related work etc, Proper commissioning of the system, Coordination with regulatory agencies, Complete administration and management. Give proper guidance to the contractor. At various stages of the construction process, inspection and examination of the construction methodology, type of workmanship, quality of material, performance of equipment, safety measures etc. in compliance with good construction practices. Any type of discrepancies, disparities observed during the time of inspection, both the contractor and DOC&A would be informed at the earliest and assistance to resolve the problem. Helping the contractor to overcome the problems or bottlenecks during the construction process.
- h) Monthly/ Fortnightly Progress Report: Preparation of detailed Monthly/fortnightly Progress Reports verified by its multi-disciplinary team members. In this report all deviations from the projected schedule in terms of time, cost, design, layout, alignment etc. will be pointed out. Necessary clarification and measures to mitigate such deviation(s) will also be mentioned in the monthly report for consideration of DOC&A. PIA will sign on all the reports and submit them to DOC&A properly. In line with the monthly/fortnightly progress report, PIAC will

submit daily progress report undersigned by themselves either vide mail or in hard copy whichever will be feasible.

- i) Certification of Bills: Verification of all running account bills and final bill of the contractor considering the terms and conditions of the Contract Agreement. Bill of quantity to be verified through physical inspection/routine test and critical evaluation of the construction quality. Thereafter all these bills to be certified for payment along with its recommendations. Monitoring the overall cost of the project at every stage and DOC&A to be informed and advised accordingly.
- j) Variation: Recommendations to be made for any changes or variations in the make/specification/drawings of the items to be used in the project for approval of DOC&A.
- k) Claims and Disputes: Any claims, disputes etc. by the contractor to be analyzed and appropriate recommendations would be made to DOC&A for settlement of such claims and disputes. It is the duty of the PIA to keep a tag on variation in quantities in work contracts and raise alarm sufficiently in advance to enable DOC&As take necessary corrective action.
- l) Expenditure Control: Expenditure control will be one of the important aspects for successful implementation of a project. Closely monitoring the project cost at every level of operation. If it is necessary for overall cost reduction, the best suitable alternative available at lower cost should be suggested. During Project implementation, pointing out the avoidable cost(s) of the project and suggest DOC&A the necessary amendments in the time schedule of construction, alternative construction methodology, revised design features, resource planning etc.
- m) Completion and handing over of the site Stage: Preparation/ Assist in preparation and submission of Project Completion Certification after successful completion of the Project, Verification and certification of bills of the contractor, assist to taking handover the charge by DOC&A or any agency appointed by DOC&A. Preparation and submission of 8 sets of Maintenance manual with 4 sets of soft copy with the help of Contractor before issuing job completion certificate.
- n) Quality Control – Supervision and reporting of the quality control of castings, building, roads and others as per the design basis report and other specifications as well as statutory rules and regulations and norms.
- o) Defect Liability Period (DLP) Stage: Supervision of total system. PIA/PMC will also be liable for any defects in this period and will take care of the remedial procedure through the contractor. Certify the final acceptance after DLP period.
- p) Other Related work
 - i. **Co-ordination** for submission of documents & drawings etc., & obtaining statutory clearances from various offices for the Project & related infrastructure work. Obtaining permissions etc. for various work.
 - ii. Liaise/ follow up with various Govt. & Non-Govt. agencies for the Project, giving presentations etc. on behalf of DOC&A, when required and preparation of reports pertinent to the Project as per various requirements. Preparation of reports & submission to Govt. agencies for availing grants/ vetting, etc. & follow up and incorporating changes as may be required.
 - iii. Advice related to any specific aspect of the Project or any other analysis for the Project to be given to DOC&A when required

Note:

The empanelled PIAs/PMCs are expected to recognize the significance of project(s) under consideration, it's unique challenges and opportunities and ensure the planning meets the benchmark design, construction and performance standards. The expertise in related fields

should be paired with a local understanding of cultures, people and existing places.

Project Cost/ Construction cost for the stages is as mentioned below:

- i. **Stage 1** : Project cost at this stage will be project cost/ value (excluding GST) as approved by Project Approving/ Sanctioning Authority. In case the project doesn't get sanctioned than the Project Cost/ Value shall be as decided by DIRECTOR, DOC&A, in tune of work done by the consultant.
- ii. **Stage 2** : Project cost at this stage will be project cost/ value (excluding GST) as approved by Project Approving/ Sanctioning Authority. In case the project doesn't get sanctioned than the Project Cost/ Value shall be as decided by DIRECTOR, DOC&A, in tune of work done by the consultant.
During the construction phase, if it is found that there is positive or negative deviation in Project construction Cost due to the contractor's bid quotation, component variation, escalation or any suitable reason, for final settlement Project construction cost (excluding GST) shall be considered as Project Cost.
- iii. **Stage 3** :
Project cost at this stage shall be Project Cost/ Value (excluding GST) as quoted by Contractor for execution of the project.
During the construction phase, if it is found that there is positive or negative deviation in Project construction Cost due to component variation, escalation or any suitable reason, for final settlement Project construction cost (excluding GST) shall be considered as Project Cost.

Total Project cost is the cost excluding land cost, interest, consultancy, GST and contingency charges.

Other terms and conditions

(a) Laws and Codes

- i. For any item for which the above codes are not applicable, PIA shall comply with the requirements of the latest edition of the Building Code pertaining.
- ii. Codes and specifications incorporated by reference shall be those of the latest edition at the time of receiving proposals, unless otherwise specified.
- iii. The PIA shall provide materials testing and inspection services during construction. The testing and inspection services are solely responsible to the PIA for observation of construction, determination of adherence to the contract documents (including approved plans and specifications) and compliance with the applicable codes and standards. **In case of agency performing as Project Management Consultant, shall get all testing done through the contractor.**
- iv. Other than these fees no separate T.A/D.A shall be provided to P.I.A.
- v. The empanelment is for all types of engineering, software , construction and consultancy projects. While preparation of estimate , the S.O.R.(Schedule Of Rates)used by the state government/concerned department shall be used. If the state government/department issues any modification it shall also be applicable.

(b) Plans and Specifications

- i. The plans and specifications shall state the design codes, standards and requirements used for the development of the plans including the edition and applicable sections.
- ii. The plans and specifications shall include a quality control program and an implementation plan to ensure that the completed project complies in all respects to the project requirements. The design professional engaged by the PIM shall specify all tests and inspections that are required by the building code and that are appropriate to achieve the project goals. The design professional on record shall be retained to provide normal construction administration services and shall make periodic visits to the site to observe the quality of the work.
- iii. The final design drawings, specifications and calculations shall be signed and stamped by the appropriate registered professionals as complying with the requirements of the applicable codes, standards, practices and regulations.
- iv. The design professionals on record shall retain full responsibility for the design.
- v. The PIA shall incorporate changes, if any, resulting from plan check, peer review and/or DOC&A requirements into the final design. Such final drawings and specifications shall be resubmitted to the DOC&A for approval.

(c) Plan Approval by DOC&A

- i. No plans shall be started or implemented for construction without the prior written approval of the DIRECTOR DOC&A.
- ii. At the discretion of the DIRECTOR, DOC&A, the project may be approved in parts provided that each part is assessed as in full compliance with the applicable requirements and can be completed without compromising compliance of the total project.
- iii. Any changes, alterations, substitutions or modifications made to the approved plans during construction must be approved in writing by the DIRECTOR DOC&A where they could be construed to impact on the adherence to the applicable codes, standards or regulations.
- iv. The PIA shall incorporate without additional cost to the DOC&A any changes, alterations, substitutions or modifications made to the approved plans that are required during construction to satisfy code requirements, including those not previously identified in the approved plans, or to properly implement the approved plans, or where observed workmanship and/or discovered conditions so require.
- v. The PIA shall be responsible for payment of applicable fees and shall incorporate any modifications required in the drawings and detailed specifications without additional cost to the DOC&A.
- vi. The DOC&A will issue a certificate of completion when satisfied that the approved plans have been implemented and that all inspection and technical code and standards compliance issues identified during construction have been satisfactorily resolved.

Drawings & Specifications

a) Quality Requirements

- i. The Design-Builder shall submit to the DOC&A for approval complete drawings and detailed specifications necessary to construct the project, including drawings and detailed specifications for site layout, utilities and landscaping.
- ii. It is required that these drawings and specifications be prepared by Registered professionals under the law.

b) Plan Review and Testing/Inspection Services

- i. The PIM shall have the responsibility for enforcement of all applicable codes, standards and related responsibilities.
- ii. The DOC&A shall review the plans and specifications for adherence to applicable codes and standards.
- iii. The DOC&A shall select a firm(s) to provide materials testing and inspection services during construction, it shall be the responsibility of executing agency to bear any cost incurred for the same.
- iv. The testing and inspection services firms are solely responsible to the DIRECTOR DOC&A for observation of construction, determination of adherence to the contract documents (including approved plans and specifications and compliance with the applicable codes and standards.)

Approvals Prior to Construction

Review and approval of all drawings and detailed specifications must be obtained from the DIRECTOR DOC&A before start of construction. However, the Employer will accept a design submission for site development and if found satisfactory, will allow the PIA to proceed with earthwork, foundations and other elements of site development while final plans and specifications for the balance of the work are being completed.

The PIA is responsible for approval of portions of the work by the Employer does not relieve the Design-Builder of responsibility for construction should changes be required due to items disapproved or changed due to plan check. The responsibility for a totally integrated design in accordance with the contract documents will remain with the PIA.

Submittals

The PIA shall submit all detailed fabrication drawings, shop drawings, samples, material list and manufacture's equipment brochures setting forth in detail the work as it is to be performed by the PIA. Submittals shall be made in accordance with Article above. Submittals shall be approved in writing by the DIRECTOR DOC&A prior to use of the materials for the work.

Other terms and conditions

(d) Laws and Codes

- i. For any item for which the above codes are not applicable, PIA shall comply with the requirements of the latest edition of the Building Code pertaining.
- ii. Codes and specifications incorporated by reference shall be those of the latest edition at the time of receiving proposals, unless otherwise specified.
- iii. The PIA shall provide materials testing and inspection services during construction. The testing and inspection services are solely responsible to the PIA for observation of construction, determination of adherence to the contract documents (including approved plans and specifications) and compliance with the applicable codes and standards. **In case of agency performing as Project Management Consultant, shall get all testing done through the contractor.**

(e) Plans and Specifications

- i. The plans and specifications shall state the design codes, standards and requirements used for the development of the plans including the edition and

applicable sections.

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- ii. The plans and specifications shall include a quality control program and an implementation plan to ensure that the completed project complies in all respects to the project requirements. The design professional engaged by the PIM shall specify all tests and inspections that are required by the building code and that are appropriate to achieve the project goals. The design professional on record shall be retained to provide normal construction administration services and shall make periodic visits to the site to observe the quality of the work.
- iii. The final design drawings, specifications and calculations shall be signed and stamped by the appropriate registered professionals as complying with the requirements of the applicable codes, standards, practices and regulations.
- iv. The design professionals on record shall retain full responsibility for the design.
- v. The PIA shall incorporate changes, if any, resulting from plan check, peer review and/or DOC&A requirements into the final design. Such final drawings and specifications shall be resubmitted to the DOC&A for approval.

(f) Plan Approval by DOC&A

- i. No plans shall be started or implemented for construction without the prior written approval of the DIRECTOR DOC&A.
- ii. At the discretion of the DIRECTOR, DOC&A, the project may be approved in parts provided that each part is assessed as in full compliance with the applicable requirements and can be completed without compromising compliance of the total project.
- iii. Any changes, alterations, substitutions or modifications made to the approved plans during construction must be approved in writing by the DIRECTOR DOC&A where they could be construed to impact on the adherence to the applicable codes, standards or regulations.
- iv. The PIA shall incorporate without additional cost to the DOC&A any changes, alterations, substitutions or modifications made to the approved plans that are required during construction to satisfy code requirements, including those not previously identified in the approved plans, or to properly implement the approved plans, or where observed workmanship and/or discovered conditions so require.
- v. The PIA shall be responsible for payment of applicable fees and shall incorporate any modifications required in the drawings and detailed specifications without additional cost to the DOC&A.
- vi. The DOC&A will issue a certificate of completion when satisfied that the approved plans have been implemented and that all inspection and technical code and standards compliance issues identified during construction have been satisfactorily resolved.

Drawings & Specifications

- c) Quality Requirements
 - i. The Design-Builder shall submit to the DOC&A for approval complete drawings and detailed specifications necessary to construct the project, including drawings and detailed specifications for site layout, utilities and landscaping.
 - ii. It is required that these drawings and specifications be prepared by Registered professionals under the law.
- d) Plan Review and Testing/Inspection Services
 - i. The PIM shall have the responsibility for enforcement of all applicable codes, standards and related responsibilities.
 - ii. The DOC&A shall review the plans and specifications for adherence to applicable codes and standards.

- iii. The DOC&A shall select a firm(s) to provide materials testing and inspection services during construction, it shall be the responsibility of executing agency to bear any cost incurred for the same.
- iv. The testing and inspection services firms are solely responsible to the DIRECTOR DOC&A for observation of construction, determination of adherence to the contract documents (including approved plans and specifications and compliance with the applicable codes and standards.)

Approvals Prior to Construction

Review and approval of all drawings and detailed specifications must be obtained from the DIRECTOR, DOC&A before start of construction. However, the Employer will accept a design submission for site development and if found satisfactory, will allow the PIA to proceed with earthwork, foundations and other elements of site development while final plans and specifications for the balance of the work are being completed.

The PIA is responsible for approval of portions of the work by the Employer does not relieve the Design-Builder of responsibility for construction should changes be required due to items disapproved or changed due to plan check. The responsibility for a totally integrated design in accordance with the contract documents will remain with the PIA.

Submittals

The PIA shall submit all detailed fabrication drawings, shop drawings, samples, material list and manufacture's equipment brochures setting forth in detail the work as it is to be performed by the PIA. Submittals shall be made in accordance with Article above. Submittals shall be approved in writing by the DIRECTOR, DOC&A prior to use of the materials for the work.

3 PROJECT TYPES

The empanelled EA will be working on the following types of projects(s):

Planning, survey, design, detail engineering, construction, repair, renovation & restoration projects in the field of Civil Infrastructure projects in Chhattisgarh State which includes State Archeology, Spiritual, Film City, Buildings including pathways, Museum, Solar, and any other infrastructure development projects at various locations in the state of Chhattisgarh under DoC&A and also on software customization and data digitization projects with the latest IT Technologies.

4 MINIMUM ELIGIBILITY CRITERIA FOR EXECUTIVE AGENCY

The bidder who shall produce sufficient documents/certificates in respect of having eligibility criteria as mentioned below shall consider as qualified and allowed for consideration of opening of financial bid.

The bidder should have fulfilled the following criteria

a) The bidder shall be a Central/ State Public Sector Undertakings, Government Company registered under the Companies Act, 1956/2013 with requisite experience under different sub categories. (Proof of the registration shall be furnished)

b) The bidder should have registered/ incorporated on or before 31 March 2013. (Letter of incorporation to be attached)

c) Intending organizations should have experience in designing of at least at least 1 project of value at least 15Crores; or 2 projects of 10Crores; each; or 3 projects of 7Crores; each in Government sector or PMC Experience of overall development of Project including all allied services from Concept to Commissioning of Auditorium / Integrated Command & Control Room/ Comprehensive AV Solution / Setting up of Studio/ Guest House / Shopping Complex / institutional buildings / Hotels, Motels, Luxury resorts / Tourist Plaza/ Facilitation Centre / Heritage Tourism works / Ethnic buildings / Amusement park / Film city, cultural/ convention centre / Golf course / Tourism circuits. (Supporting document-Work order and relevant document certifying the completion of the project)

d) Minimum No. of 50 Technical employees on roll of bidder (payroll/ full time contracts).

| Sr. no. | Type of expert | Number | Qualification & experience |
|---------|-------------------------------|--------|---|
| 1 | Lead Engineer/Chief Architect | 1 | 15 years' experience in consulting / urban development / Campus Development |
| 2 | Design Engineer | 2 | Minimum 10 Years of relevant Experience |
| 3 | Architect / Planning Engineer | 1 | Minimum 5 Years of relevant Experience |

e) Financial Capacity: Minimum Average annual turnover of Rs. 100 Cr in immediately preceding three financial years 2016-17, 2017-18, 2018-19. (Auditor/ CA certificate to be furnished).

5 TECHNICAL PROPOSAL EVALUATION CRITERIA

Directorate of Culture & Archaeology (DoC& A) may assign scores to the response of each Executive Agency based on weight ages assigned to each of the criteria in tender document.

The scoring will be done based on:

- Technical Criteria - 70%
- Presentations -30%
- The **top 5 Bidders with highest Technical Score** after evaluation will be considered for the Opening of Financial Bid. Minimum passing marks is 60%.

| Evaluation Criteria for Executive Agency | | |
|--|---|---------------|
| S.no. | Parameters | Maximum Marks |
| 1 | Experience of agency -7 Years- 5 Marks | 15 |
| | For each additional 5 years – 2.5 Mark | |
| 2 | Experience in designing of at least 1 projects of value at least 15 Cr; or 2 projects of 10Crores each; or 3 projects of 7Crores each in Government sector - 10 Marks | 25 |
| | For each additional project designing experience (1 projects of value at least 10 Cr; or 2 projects of 7 Crores each; or 3 projects of 5Crores each) –5 Marks | |
| 3 | Annual Average Turnover of INR 100 Cr. in Last 3 Financial Years – 5Marks | 20 |
| | For each additional turnover of INR 10 Cr- 2.5 Mark | |
| 4 | Experience of completed/ partial completed of at least 1 projects of value at least 10 Cr, or two projects of 8 Cr each or three projects of 5 Cr each in State/ Central Government Tourism/ Culture | 10 |
| 5 | Presentation (technical presentation at empanelment stage is meant to understand the understanding of scope of work, Understanding of projects of Dept. of Culture, work approach and capability of the applicant in terms of the previous/ongoing works) | 30 |
| 5.1 | Understanding of Scope of Work | 10 |

| | | |
|-----|---|-----|
| 5.2 | Understanding of Culture/Tourism Projects and previous experience in this field | 10 |
| 5.3 | Approach & Methodology | 10 |
| | TOTAL | 100 |

Note :- Proper certificate is required in support of any Statement made by the organization as above.

6 INSTRUCTIONS TO THE BIDDERS

6.1 General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the work. Bidders and recipients of this TENDER may wish to consult their own legal advisers in relation to this TENDER.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the DoC& A on the basis of this TENDER.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the DoC& A. Any notification of preferred bidder status by the DoC& A shall not give rise to any enforceable rights by the Bidder. The DoC& A may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the DoC& A.
- d) This TENDER supersedes and replaces any previous public documentation & Communications, and Bidders should place no reliance on such communications.

6.2 Compliant Tenders / Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other bidders are advised to study all instructions, forms, requirements, appendices and other information in the TENDER documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the TENDER document with full understanding of its implications
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:

- I. Comply with all requirements as set out within this TENDER.
- II. Include all supporting documentations specified in this TENDER

6.3 Pre-Bid Meeting & Clarifications

6.3.1 Bidders Queries

- a) DoC & A shall hold a pre-bid meeting with the prospective bidders on Date & time and Address mentioned in Fact Sheet of this document.
- b) The two (2) authorized representative of interested organization may attend pre-bid conference at their own cost after giving prior intimation to Director, DoC& A.
- c) Pre-bid queries of only those bidders will be responded who have registered themselves on or before response of pre-bid queries is released.
- d) Bidders are requested to submit the e-mail address and mobile no. of one authorized person for all communications along with the registration.
- e) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to
DoC& A by email (Excel File only) on or before last date for sending pre-bid queries mentioned in Fact Sheet of this document through the e-mail of only authorized representative of the bidder.
- f) DoC& A shall not be responsible for ensuring that the bidder's queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the DoC& A.
- g) Bidders must confirm their participation in advance. The purpose of the meeting is to provide Bidders information regarding the TENDER, project requirements, and opportunity to seek clarification regarding any aspect of the TENDER and the project. However, the DoC& A reserves the right to hold or re-schedule the Pre-Bid meeting.

6.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a) The Officer notified by the Director, DoC& A will endeavor to provide timely response to
the queries. However, DoC& A makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does DoC& A undertake to answer all the queries that have been posed by the bidders.
- b) At any time prior to the last date for receipt of bids, DoC& A may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the TENDER Document by a corrigendum.
- c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on
The DoC& A website www.cgculture.in

- d) Any such corrigendum shall be deemed to be incorporated into this TENDER.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, DoC & A may, at its discretion, extend the last date for the receipt of Proposals.

6.3.4 Submission of Responses

Hard Copy Submission

- I. The Agency shall be required to submit a Technical & Financial Bid in separate sealed envelopes put in a bigger sealed envelope super scribed as **“Tender For Appointment of Executive Agency (PSU’s, State Government agencies and Central Govt. agencies) for Development Projects under Directorate of Culture & Archaeology in Chhattisgarh”**
- II. Bid should be submitted in hard copy to be delivered by Registered Post/ Speed Post/ Hand delivery at **Directorate of Culture & Archaeology** office upto _____ **15:00 hrs** on the Proposal Due Date as indicated

6.4.5 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal as per Annexure mentioned in this TENDER.

6.5 Preparation and Submission of Proposal

6.5.1 Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the TENDER process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by DoC& A to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. DoC& A will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6.5.2 Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

6.6 Evaluation process

- a) DoC& A will constitute a Tender Evaluation Committee to evaluate the responses of the bidders.

- b) The Proposal Evaluation Committee constituted by the DoC& A shall evaluate the responses to the TENDER and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection of the bid.
- c) The decision of the Tender Evaluation Committee in the evaluation of responses to the TENDER shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d) The Tender Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- e) The Tender Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f) Each of the responses shall be evaluated as per the criteria and requirements specified in this TENDER.

6.6.1 Tender Opening

- a) DoC& A shall open the Proposals on the date specified in Face sheet, in the presence of the Bidders who choose to attend.
- b) DoC& A will examine and evaluate the Proposals in accordance with the process set out in this Evaluation criteria.
- c) To facilitate evaluation of Proposals, DoC& A may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.
- d) Any information contained in the Proposal shall not in any way be construed as binding on DoC& A, its agents, successors or assigns, but shall be binding against the Bidder if the Services are subsequently awarded to it under the Selection Process on the basis of such information.

6.6.3 Tender Evaluation

- a) Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;
 - i. Are not submitted in as specified in the TENDER document.
 - ii. Received without the Letter of Authorization (Power of Attorney).
 - iii. Are found with suppression of details
 - iv. With incomplete information, subjective, conditional offers and partial offers submitted
 - v. Submitted without the documents requested in TENDER

- vi. Have non-compliance of any of the clauses stipulated in the TENDER
 - vii. With lesser validity period.
 - viii. If any discrepancy is found in the words and figures
- b) All responsive Bids will be considered for further processing as below.
- Tender evaluation Committee will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process defined in this TENDER document. The decision of the Committee will be final in this regard.
- i. Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
 - ii. The DoC& A may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
 - iii. Further, the scope of the evaluation committee also covers taking any decision with regard to the Tender Document, till completion of the project.
 - iv. Proposal shall be opened in the presence of bidder's representatives who intend to attend at their cost. The bidder's representatives who are present shall sign a register giving evidence of their attendance
 - v. Proposal document shall be evaluated as per the following steps.

c) Preliminary Examination of Pre-qualification/Eligibility Criteria documents:

The Pre-qualification document will be examined to determine whether the bidder meets the eligibility criteria, whether the proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this Tender Document will be rejected and will not be considered further.

d) Evaluation of document:

A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the Tender Document. Bids received would be assigned scores based on the parameters defined in the table below.

All supporting document submitted in support of Eligibility and Technical Evaluation matrix should comply the following: -

- i. Hard copies of supporting documents to be submitted, however, DoC& A

- may request for hard copies in quality print as and when required.
- ii. Supporting document should clearly indicate value of the completed project and scope of work/ services should be clearly highlighted.
 - iii. Completion certificate should clearly indicate the value and duration of the project.
 - iv. Incomplete order copy submitted by the bidder will not be considered for evaluation.
 - v. However, the tender committee has complete power in decision making based on merit.

Bidders failing to comply any of the above then the Bid will be summarily rejected.

e) Technical Evaluation:

Proposals will be evaluated as per the technical evaluation criteria given below. Bidders securing 60 marks or above will only be considered technically qualified. The technically qualified bidders will be ranked T1 to Tn based on the scores obtained as per technical evaluation criteria. T1 shall be the bidder, which gets the highest marks and similarly bidders would be arranged in descending order of technical scores obtained. Top Five bidders scoring highest marks in technical evaluation shall only qualify for Financial bid. Financial bids of T1 to T5 shall be opened for further processing. However, DoC& A reserve right to appoint any other agency and award any work at L1 quoted rates at same terms & conditions.

f) Financial Evaluation

For executive agency to be appointed as an agency in the Culture Department for project execution, the agency needs to quote the service fees as a percentage of project cost. The least cost will be the acceptable rate and will be binding on all the agencies empanelled in Department. The least rate will be the final rate. The Director DoC& A has a rights to go for rate negotiation.

a. Of the financial bids opened,

Stage 1. Conceptual Project Report

Lowest financial quote received for this stage will be fixed as the service rate for the stage ("The Fixed Service Rate for Stage 1")

Stage 2. Detail Project Report

Lowest financial quote received for this stage will be fixed as the service rate for the stage ("The Fixed Service Rate for Stage 2")

Stage 3 (a). Project Execution

Lowest financial quote received for this stage will be fixed as the service rate for the stage ("The Fixed Service Rate for Stage 3 (a)")

Stage 3 (b). Project Management

Lowest financial quote received for this stage will be fixed as the service rate for the stage ("The Fixed Service Rate for Stage 3 (b)")

- b. Of the financial bids opened, the bidders will be ranked L1 to Ln based on Sum of percentage quoted (**Stage I + Stage II+ 50% of Stage III (a) + 50% of Stage III (b)**) in Financial Bid. L1 to L3 will be asked to get empanel at The Fixed Service Rate for Stage 1 and Stage 2, both. It shall be obligatory on the part of the empanelled bidders to match the Fixed Service Rates in each category. If a bidder does not match the Fixed Service Rate in all the categories, the bidder shall be disqualified and L4 and so on shall be asked to match the Fixed Service Rates and get empanelled.
- c. Mere empanelment with DOC&A/Govt. of Chhattisgarh does not guarantee allocation of work

6.7 Deciding Award of Contract

- a) DoC& A reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening the Commercial Proposal. The Bidder shall furnish the required information to DoC& A and its appointed representative on the date asked for, at no cost to the DoC& A. The DoC& A may at its discretion, visit the office of the Bidder any-time before the signing of Agreement.
- b) DoC& A shall inform those Bidders whose proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Commercial Proposals will be returned unopened after completing the selection process. DoC& A shall simultaneously notify those Bidders who qualify for the Evaluation process as described in this Tender Document, informing the date and time set for opening of Financial Proposals. The notification may be sent by mail or fax.
- c) The bidder's name, the Financial Quotes, the total amount of each proposal and other such details as the Tendering Authority may consider appropriate, will be announced and recorded by the DoC& A at the opening of bid.
- d) DoC& A shall inform those Bidders whose proposals are accepted via issuance of Letter of intent (LoI) in duplicate copy. Bidder shall acknowledge the LoI and return the duplicate copy duly sealed and signed, within seven days from the issue of LoI by DoC& A.
- e) After acceptance of LoI Performance Security shall be deposited as specified in this document for signing an Agreement with DoC& A.
- f) DoC& A will sign the Agreement with Successful Bidder for a period of 3 years on mutual agreed terms which can be extended maximum upto 5 years

6.8 Performance Security

- a) EMD of the Successful Bid shall be retained by DoC& A as a part of Performance Security
- b) Empanelment Performance security shall be returned only after successful completion of empanelment term.

6.9 Project Performance security

- c) Separate performance security shall be submitted for separate awarded work. Performance Security shall be equivalent to 5% (Five Percent) of total EA charges of the awarded projects taken together.
- d) All charges whatsoever such as premium, commission, etc., with respect to the Performance Bank Guarantee shall be borne by the bidder.
- e) The Performance Bank Guarantee shall be valid till the end of project duration.
- f) DoC& A shall also be entitled to make recoveries from the Bidder's bills, Empanelment Performance Security, project performance security or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement, or as per any other clause of the concession agreement. Prior to making any recovery DoC& A shall give intimation of 15 days to bidder for explanation and correction.
- g) Refund of Performance Security: The Performance Security shall be refunded within two months from the expiry of the term of contract, applicable only in cases of due performance of the obligations of the Bidder to the satisfaction of the DoC& A.
- h) Forfeiture of Performance Security: Performance Security shall be forfeited in the following cases: -
 - i. When any term and condition of the contract is breached.
 - ii. When the Bidder fails to provide the requisite quality of work after partially executing the work order.
 - iii. To adjust any dues against the firm from any other contract with DoC& A.
- i) No interest shall be paid by DoC& A on the amount of Earnest Money and Performance Security.
- j) Forfeiture of Earnest Money/ Performance Security shall be without prejudice to any other right of DoC& A to claim any damages as admissible under the law as well as to take such action against the Bidder such as severing future business relation or black listing, etc.

6.10 Modification and withdrawal of Bids

- a) The Bidder is allowed to modify or withdraw its submitted proposal any time prior to the last date and time prescribed for receipt of bids, by giving a written notice to the DoC& A.
- b) After the last date for receipt of bids, no modification of bids shall be allowed.

6.11 Proposal Forms

- a) Wherever a specific form is prescribed in the Proposal document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information.

- b) For all other cases, the Bidder shall design a form to hold the required information.
- c) DoC& A shall not be bound by any printed conditions or provisions in the Bidder's Proposal.

6.12 Local Conditions

- a) Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and /or the cost.
- b) The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding document. The DoC& A shall not entertain any request for clarification from the Bidder regarding such local conditions.
- c) It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the proposal. No claim, what-so-ever, including that for financial adjustment to the contract awarded under the bidding document will be entertained by the DoC& A. Neither any change in the time schedule of the contract nor any financial adjustments arising there-of shall be permitted by the DoC& A on account of failure of the Bidder to know the local laws / conditions.
- d) The Bidder is expected to visit and examine and study the location of Govt. offices in CG and its surroundings and obtain all information that may be necessary for preparing the proposal at its own interest and cost.

6.13 Contacting the DoC& A, Raipur

- Any effort by a Bidder to influence the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal.
- Bidder shall not approach DoC& A officers after office hours and/or outside DoC& A office premises, from the time of the proposal opening till the time the Contract is awarded.

6.14 Tentative Schedule of Events

Tentative schedule of events regarding this tender shall be as per the dates and time given in the Section-1: Fact Sheet.

6.15 Opening of Proposal

First, the envelope containing Earnest Money Deposit (EMD) will be opened, and if found, that the bidder has furnished all the documents in the prescribed manner, then the second envelope containing Technical Proposal will be opened.

The commercial proposal would be opened in presence of technically short-listed bidders. The Evaluation Committee or its authorized representative will open the tenders.

Sequence of Bid is as follows:

- a. EMD
- b. Technical
- c. Commercial

6.16 Confidentiality

- As used herein, the term —Confidential Information‖ means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.
- The Bidder shall keep confidential, any information related to this tender, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason what-so-ever.
- At all time of the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or annexure hereof.
- The obligations of confidentiality under this section shall survive for three (3) years post rejection of the contract.
- The successful bidder must maintain absolute confidentiality of the documents/ maps/tools collected in any form including electronic media and any other data/information provided to him for the execution of the work.
- The bidder should not use the Project data for any purpose other than the scope of work specified in the document and added/ amended before signing the contract.

- If at any stage it is found that the bidder is using the data provided by the client any time during the contract execution or after completion of the contract for any other purposes, stringent legal action will be initiated as per applicable law of land and the contract will be terminated without assigning any reasons.
- Bidder shall not disclose to any one, any information marked as confidential and communicated or made available or accessible by the firm during execution of the work.

6.17 Execution of Agreement

LoI shall be issued to the selected bidders, the selected bidder shall get into agreement for empanelment with the Authority within days as mentioned in the LoI. Appointed agency shall submit a Project performance security of **5% of contract value (EA charges)** in the form of FDR/TDR/DD/BG of any nationalized /Scheduled Bank in the name of the Director, DoC& A, Raipur, till the term of the Project Agreement, when the project is given to the empaneled agency. The Director, DoC& A has complete powers and discretion with respect to deciding and giving works to the empanelled agencies at the approved rate.

6.18 Terms and Conditions: Applicable Post Award of Contract

Termination Clause

a) Right to Terminate the Process:

DoC& A reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by DoC& A under the following circumstances:-

- The selected bidder commits a breach of any of the terms and conditions of the bid.
- The bidder goes into liquidation, voluntarily or otherwise
- If the selected bidder fails to complete the assignment as per the time lines prescribed in the Agreement provided a cure period of at least thirty (30) days is provided to the bidder to complete the assignment/rectify any defect.
- If deductions of account of liquidated damages /Penalty exceeds more than 10% of the total contract price.
- In case the selected bidder fails to deliver the services as stipulated in the delivery schedule, DoC& A reserves the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the selected bidder. However, all such recoveries shall be subject to a maximum of 5% of the value of the difference in cost of procurement of undelivered services.
- DoC& A reserves the right to recover any dues payable by the selected

Bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.

b) Consequences of Termination

- i. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], DoC& A shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
- ii. Nothing herein shall restrict the right of DoC& A to invoke the DoC& A Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available DoC& A under law or otherwise
- iii. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

6.18.2 Arbitration

The Bidder and the DoC& A shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- c) The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- d) Matter will be referred for negotiation between Officer nominated by DoC& A and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Raipur and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

6.18.3 Notices

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing, e-mail or Facsimile.

A notice shall be effective when delivered or tendered to other party whichever is earlier.

6.18.4 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or DoC& A as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- e) Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- f) Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- g) Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The bidder or DoC& A shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

6.18.5 Failure to agree with Terms and Conditions of the TENDER

Failure of the successful bidder to agree with the Terms & Conditions of the TENDER shall constitute sufficient grounds for the annulment of the award, in which event DoC& A may award the contract to the next best value bidder or call for new proposals from the interested bidders or invoke the PBG of the most responsive bidder.

6.19 Information Security

The Selected Bidder shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form,

which are proprietary to or owned by the DoC& A, out of premises, without prior written permission from the DoC& A.

The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by DoC& A, whichever is earliest, return any and all information provided to the Selected Bidder by DoC& A, including any copies or reproductions, both hard copy and electronic.

6.20 Payments

6.20.1 Currency of payments

All payments shall be made in Indian Rupees (in case, the payment is to be made in the currency other than Indian rupees, the same shall be mentioned)

6.20.2 Stages of Payment

| Stage | Particulars | % of Contract value of individual stage | Cumulative Payment |
|---|---|---|---------------------------|
| Stage 1: Conceptual Project Report | | | |
| A | Initial presentation with Approach and methodology for project Schematic design proposal | 15% | Contract value of stage 1 |
| b | Site survey and feasibility report Geo-spatial study Carrying capacity analysis Technical feasibility of proposal | 15% | |
| C | Draft Presentation- On approval | 15% | |
| D | Final Report or Final Presentation | 25% | |
| e | Approval from competent authority for DPR preparation (State Govt/ Central Govt) Shall be paid as success fee only if the project gets in principle approval from competent authority that will sanction the project | 30% | |

| Stage 2: Detailed Project Report | | | |
|---|--|-----|---------------------------|
| a | After submission of Detail Project Report | 30% | Contract value of stage 2 |
| | After approval of Detail Project Report, Final Report, Drawings, BoQ, Detailed cost estimate with Non SR items quotations etc. | 10% | |
| b | Milestone 1- Execution of 25% construction work | 15% | |
| | Milestone 2- Execution of 50% construction work | 15% | |
| | Milestone 3- Execution of 75% construction work | 15% | |
| | Milestone 4- Execution of 100% construction work | 15% | |
| Stage 3: Project Execution/PMC | | | |
| | Execution stage | | Contract value of stage 3 |
| A | Upon completion of 25% work | 20% | |
| B | Upon completion of 50% work | 20% | |
| C | Upon completion of 75% work | 25% | |
| D | Upon completion of 100% work | 25% | |
| E | Handover of the property | 10% | |

Contract Value

- i. **Contract Value of Stage 1** : Percentage of Project cost as finalized during the empanelment. Project cost at this stage will be Project Cost/ Value (excluding GST) as approved by Project Approving/ Sanctioning Authority. In case the project doesn't get sanctioned than the Project Cost/ Value shall be as decided by DIRECTOR, DOC&A, in tune of work done by the consultant.
- ii. **Contract Value of Stage 2** : Percentage of Project cost as finalized during the empanelment. Project cost at this stage will be Project Cost/ Value (excluding GST) as approved by Project Approving/ Sanctioning Authority.
During the construction phase, if it is found that there is positive or negative deviation in Project construction Cost due to the contractor's bid quotation, component variation, escalation or any suitable reason, for final settlement Project construction cost (excluding GST) shall be considered as Project Cost.
- iii. **Contract Value of Stage 3 : For Project awarded as Project Execution Agency**
Percentage of Project cost as finalized during empanelment. Project cost at this stage shall be Project Cost/ Value (excluding GST) as quoted by Contractor for execution of the project.
During the construction phase, if it is found that there is positive or negative deviation in Project construction Cost due to component variation, escalation or any suitable reason, for final settlement Project construction cost (excluding GST) shall be

considered as Project Cost.

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In addition to Contract Value mentioned above the DOC&A shall be liable to reimburse to Agency for construction work. Reimbursement will be done against the utilization certificate/ completion certificate provided to DOC&A by the agency.

iv. Contract Value of Stage 3 : For Project awarded as Project Management Consultant

Percentage of Project cost as finalized during empanelment. Project cost at this stage shall be Project Cost/ Value (excluding GST) as quoted by Contractor for execution of the project.

During the construction phase, if it is found that there is positive or negative deviation in Project construction Cost due to component variation, escalation or any suitable reason, for final settlement Project construction cost (excluding GST) shall be considered as Project Cost.

Note : Total Project cost is the cost excluding land cost, interest, consultancy, GST and contingency charges.

Currency of Payment

All payments shall be made in Indian Rupees

6.20.3 Terms of payments

- a) After the appointment of Executive Agency to a particular bidder on the above laid down conditions, the Executive Agency shall prepare details estimate of awarded work time to time based on the data provided by DoC & A and as per the actual site conditions and submit for approval, as directed by Director, DoC& A.
- b) The Executive Agency shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work-related milestones achieved and as per the specified percentage as per stages of payment.
- c) Once a milestone is completed, the Executive Agency shall submit the requisite deliverables as specified in this Contract. DoC& A shall release the requisite payment upon acceptance of the deliverables. However, if DoC& A fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, DoC& A shall release the payment to the Executive Agency without further delay.
- d) Final Payment: The final payment as specified in clause above shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Executive Agency and approved as satisfactory by the DoC& A. The Services shall be deemed completed and finally accepted by the DoC& A and the final report and final statement shall be deemed approved by the DoC& A as satisfactory ninety (90) calendar days after receipt of the final report/ deliverable and final statement by the DoC& A unless the DoC& A, within such ninety (90) day period, gives written notice to the Executive Agency specifying in detail deficiencies in the Services, the final report or final statement. The Executive Agency shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the DoC& A has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Executive Agency to the DoC& A within thirty (30) days after receipt by the Executive Agency of notice thereof. Any such claim by the DoC& A for reimbursement must be made within twelve (12) calendar months after receipt by the DoC& A of a final report and a final statement approved by the DoC& A in accordance with the above.

- e) For the purpose of payment under (b) above, acceptance means; acceptance of the deliverables by the DoC& A after submission by the Executive Agency and the Executive Agency has made presentation to the DoC& A (Mention this if presentation is required) with / without modifications to be communicated in writing by the DoC& A to the Executive Agency.
- f) If the deliverables submitted by the Executive Agency are not acceptable to the DoC& A, reasons for such non-acceptance should be recorded in writing; DoC& A shall not release the payment due to the Executive Agency. This is without prejudicing the DoC& A 's right to levy any liquidated damages under clause 11. In such case, the payment will be released to the Executive Agency only after it re-submits the deliverable, and which is accepted by the DoC& A.
- g) All payments under this Contract shall be made to the accounts of the Executive Agency specified.
- h) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Executive Agency of any obligations hereunder, unless the acceptance has been communicated by the DoC& A to the Executive Agency in writing and the Executive Agency has made necessary changes as per the comments / suggestions of the DoC& A communicated to the Executive Agency.
- i) In case of early termination of the contract, the payment shall be made to the Executive Agency as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Executive Agency shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Executive Agency in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.
- j) No TA/DA or
out of pocket expenses shall be borne by DoC& A for any project awarded under this contract.

6.21 Liquidated Damages

Liquidated Damages

- a) "EA" shall be liable to complete the work within the stipulated period as mentioned in this document subject to stipulated condition. Any extension in time shall be given by only Director, DoC& A
- b) In case of delay due to default on part of deployed contractors, the "Executing agency" shall ensure the recovery of the compensation (not amounting to penalty) on the behalf of Owner at the rate of not exceeding 0.375% of the total cost of the contract per week of the delay subject to maximum of 10% (Ten percent) of the total actual cost of the project.
- c) Any compensation levied by "EA" due to non-fulfillment of any clause of the agreement by the contractor or any such recovery from the contractor/suppliers/vendors for bad work or any other reason whatsoever shall also be passed on the "Owner".
- d) In case of delay due to default by EA against specific activities required to be executed by the EA (other than the actual work by the contractor), EA shall be liable to pay the owner

compensation (not amounting to penalty) at the rate of not exceeding 0.375% of the total fee of the EA as per the contract per month of delay subject to maximum of 10% (Ten percent) of the total fee.

6.22 Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s)(if any)under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations. The empanelment merit does not guarantee that work will be given to empanelled parties.

6.23 Conflict of interest

The Bidder shall disclose to DoC& A in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidder s team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

6.24 Severance

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

6.25 Governing Language

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

6.26 Publicity

The Selected Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the DoC& A first gives its written consent to the selected bidder.

6.27 Intellectual Property Rights (IPR)

Use of documents and Information.

- The bidder shall not, without prior written consent from DoC& A, disclose/share/use the bid document, contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the DoC& A, in connection therewith, to any person other than a person employed by the bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- The bidder shall not, without prior written consent of DoC& A, make use of any document or information made available for the project, except for purposes of performing the Contract.

6.28 General

Relationship between the Parties

- Nothing in the Contract constitutes any fiduciary relationship between the DoC& A and Selected Bidder/ Bidder's Team or any relationship of employer employee, principal and agent, or partnership, between the DoC& A and Selected Bidder.
- No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.
- DoC& A will not be under any obligation to the Project Implementation Agency's Team except as agreed under the terms of the Contract.

No Assignment

- The Selected Bidder shall not transfer any interest, right, benefit or obligation under the contract without the prior written consent of DoC& A.

Survival

- The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless DoC& A notifies the Selected Bidder of its release from those obligations.

Entire Contract

- The terms and conditions laid down in the Tender and all annexure thereto as also the proposal and any attachments/annexes thereto shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

Governing Law

- This contract shall be governed in accordance with the laws of India.

Jurisdiction of Courts

- The High Court of India at Bilaspur, Chhattisgarh has exclusive jurisdiction to determine any proceeding in relation to the Contract.

Compliance with Laws

- The Selected Bidder shall comply with the laws in force in India in the course of performing the Contract.

Notices

A “notice” means:

- a notice; or
- A consent, approval or other communication required to be in writing under the Contract. All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To

Directorate of Culture And Archaeology

MGM Museum, Civil Lines,

Near Raj Bhawan,

To Selected Bidder at:

Attn:

Address:

[Phone:]

[Fax:]

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

Waiver

- Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.
- A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.
- The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

Modification

- Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

6.29 Fraud and Corrupt Practices

- The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this TENDER, the DoC& A shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the DoC& A shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the TENDER, including consideration and evaluation of such Bidder's Proposal.
- Without prejudice to the rights of the DoC& A under Clause above and the rights and remedies which the DoC& A may have under the LoI or the Agreement, if an Bidder or Project Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or TENDER issued by the DoC& A during a period of < period, suggested 2 (two) > years from the date such Bidder, as the case may be, is found by the DoC& A to have directly or through an agent, or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them.
- "corrupt practice" means
 - i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the DoC& A who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the DoC& A, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or
 - ii. save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoI or after the execution of the Agreement,
as

the case may be, any person in respect of any matter relating to the Project or the LoI;

or

the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the DoC& A in relation to any matter concerning the Project;
- "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person participation or action in the

- Selection Process;
- “undesirable practice” means
 - i. Establishing contact with any person connected with or employed or engaged by DoC& A with the objective of canvassing,
 - ii. lobbying or in any manner influencing or attempting to influence the Selection Process; or
 - iii. having a Conflict of Interest; and
 - “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

6.30 Obligations

The Successful Bidder shall be obliged to implement any proposed changes once approval in accordance with Article above has been given with effect from the date agreed for implementation.

6.31 Empanelment Period

The Successful bidder shall sign contract agreement for Executive Agency with the DoC& A for a period of 36 months.

6.32 Notification of Award

Prior to expiration of the period of bid validity, Authority will notify the successful bidder(s) in writing, that their bid has been accepted.

6.33 Changes to Services

Either Party may request a change order “Change Order” in the event of actual or anticipated change(s) to the agreed scope of Services, Deliverables, project schedule, fee, or any other aspect of the Agreement. DoC& A will prepare a Change Order reflecting the proposed changes, including but not limited to the impact on the Deliverables, project schedule, and fee.

6.34 Verification and Disqualification

- a) The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- b) The Authority reserves the right to reject any BID and appropriate the BID Security if:
 - i. at any time, a material misrepresentation is made or uncovered, or
 - ii. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the BID.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Joint Venture, then the entire Joint Venture and each Member of the Joint Venture may be disqualified/ rejected. If such disqualification/rejection occurs after the BIDs have been opened and the lowest Bidder gets disqualified / rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh BIDs.

- c) In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of defect liability, subsistence thereof, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified. In such an event, the Authority shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and / or the Agreement, or otherwise.

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6.35 Checklist of Minimum Eligibility Criteria

| <i>S. No.</i> | <i>Specific Requirements</i> | <i>Documents Required</i> | <i>Enclosed/ Not Enclosed</i> |
|--|---|---|-------------------------------|
| <u>ENVELOPE A TECHNICAL PROPOSAL</u> | | | |
| 1 | Demand Draft/ Bank Guarantee of Rs. ___ Lakhs as Earnest Money Deposit. | As per tender | |
| 2 | NIT Fee of Rs. _____ | In case tender document is downloaded from website (http://www.cgculture.in), the bidder shall submit a RFP fee of _____ in the form of DD/ Banker Cheque, in the favour of Director, Directorate of Culture & Archaeology payable at Raipur. This DD should be put along with Technical Proposal in Envelop A. | |
| 3 | Covering letter of Bid Annexure i | On bidder's letter head duly signed by authorized signatory | |
| 4 | Declaration by Bidder Annexure ii | On bidder's letter head duly signed by authorized signatory | |
| 5 | Details of Bidders and Authorized Signatory | As per Annexure iii and Annexure Iv | |

| | | | |
|---|--|--|--|
| 6 | Documents in support of Minimum Eligibility Criteria | As per RFP | |
| 7 | Project Experience | As per Annexure V A& V B | |
| 8 | CVs of Team members | As per Annexure VI | |
| 9 | List of project Implementation assignments completed List of project implementation in Progress | As per Annexure VII | |
| 10 | Any one of the Challan of GST paid for previous years. | CA Certificate with CA's Registration Number/ Seal | |
| 11 | Income Tax Return | CA certified for last 3 years | |
| 12 | Brief Presentation to be Attached | | |
| <u>ENVELOPE B F. INANCIAL PROPOSAL</u> | | | |
| 1 | Financial Bid | As per RFP | |

Annexure I

COVER LETTER

(To be submitted on letter head of the bidder duly signed by authorized signatory)

To,

Director,

Directorate of Culture & Archaeology,

MGM Museum, Civil Lines, Near Raj Bhawan,

Raipur (C.G.) 492 001

Email: deptt.culture@gmail.com

www.cgculture.in

Phone: 0771-2537404, 2234731

Subject: Appointment of Executive Agency (PSUs, State Government agencies and Central Govt. Agencies) for Development of Projects under Directorate of Culture & Archaeology in Chhattisgarh

Sir,

We have examined in detail and have understood the terms and conditions stipulated for eligibility of the Applicant in the tender Document issued by Directorate of Culture & Archaeology. We agree and undertake to abide by all these terms and conditions. We hereby submit all the necessary information and relevant documents during submission of our tender, we undertake, if our Proposal is accepted, to deliver services as specified in the tender document.

We acknowledged that we have not, during the last three years, failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract.

We are enclosing Application Fee of **INR 1,000/-** in the form of Demand Draft (DD No.....Dt..... drawn on.....) Inclusive of GST in favour of **'The Director, Directorate of Culture & Archaeology**, payable at Raipur and **Earnest Money Deposited (EMD) of INR 50,000 /-** in form of Demand Draft in the form of Demand Draft (DD No.....Dt..... drawn on.....) in favour of **'The Director, Directorate of Culture & Archaeology OR** in the form of Bank Guarantee (BG) (BG No..... Dt.....)

As per tender document the validity of the proposal is 180 days from the last date of submission of proposal and we agree that the proposal is unconditional. We understand that **Directorate of Culture & Archaeology** reserves the right to reject any application without assigning any reason thereof.

Yours Faithfully,

Signature of Authorized Person and
seal Name and Designation

Name of the Company

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Annexure II
DECLARATION

I / We agree that the decision of the Employer in relation to pre-qualify the applicants, addition or deletion, phasing of project works will be final and binding to me / us.

All the information and data furnished here with are correct to my /our best of knowledge.

I / We agree that we have no objection if inquiries are made about our works in its related Areas and any other inquiry regarding all projects and works listed by us in the Performa.

Signature with Seal of the company

Place:

Date

CONTACT ADDRESS:

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**Annexure III
BIDDER'S PROFILE**

1. Name of the Firm:
2. Year of Establishment:
3. Registered address of Office:
4. PAN & GST No.:
5. Telephone No. & Fax No:
6. Email Address:
7. Brief description of background of the firm for this assignment.
8. No. of years of proven experience of providing similar services.
9. Average Annual turnover of the Applicant (in INR) during the last three Financial Years. (Please attach copy of three Audited Financial Statements)

| Financial Year | Annual Turnover (INR cr.) |
|----------------|---------------------------|
| 2016-17 | |
| 2017-18 | |
| 2018-19 | |

10. Net worth of the firm as on 31st March 2020

Signature of Authorized Person and seal

Name and designation

Name of the Company

Dated:

Annexure IV

DETAILS OF DIRECTORS/ PARTNERS /PROPRIETORS

| S.no. | Name of Partners/Directors/Proprietors | Academic Qualifications | Designation | Address/ Phone/Fax /Email |
|-------|--|-------------------------|-------------|---------------------------------|
| | | | | |

Signature of the applicant

Name and Designation

Place

Date

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Annexure V A

PROJECT EXPERIENCE

1. Experience Summary

| EXPERIENCE OF SIMILAR PROJECT | | |
|---|-----------------|---|
| S.No | Name of Project | Project Area/ Project cost (in Sq.m) |
| | | |
| | | |
| | | |
| | | |
| | | |
| EXPERIENCE OF LARGE CULTURE/TOURISM PROJECT | | |
| S.No | Name of Project | Project Cost (in INR Crore) and Project Area (in Sq. meter) |
| | | |
| | | |
| | | |

Note:

- Please use separate rows for each project
- Same experience details can be submitted by Bidders for projects meeting more than one technical eligibility criteria

Annexure V B
PROJECT EXPERIENCE

2. Project Experience

| | | |
|---|---------------------------------|----------------------------------|
| Name of Project: | | Location: |
| Name and address of Employer: | | |
| Start Date (Month / Year): | Completion Date (Month / Year): | Approx. Value of Services (Rs.): |
| Project Area (in Sq. meter) | Project Cost (in INR Crore): | |
| Project Area (in Sq m) | | |
| Name of Associated Consultant/ Firms, if any: | | |
| Description of Project | | |
| Service provided: | | |

Signature of Authorized Person and seal

Note : Incomplete form will not be considered for evaluation

Annexure VI
FORMAT FOR CV

Name of Staff:

Position:

Date of Birth:

Years of Relevant Exp:

Number of years with the Firm:

Nationality:

Membership with Professional bodies:

Education:

(Summarize College/University and other specialized education of staff Member)

Employment Record

(Starting with present position, list in reverse order every employment held)

List of Projects/Assignments on which the personnel have worked

| Sl No. | Name of the Client | Sector | Position Held | Key Role | Major Responsibility |
|--------|--------------------|--------|---------------|----------|----------------------|
| | | | | | |
| | | | | | |
| | | | | | |

Languages:

(Indicate proficiency in speaking, reading and writing of each language by

(Excellent, Good, Fair, Poor))

Note: - CVs of only Experts shall be evaluated during bid process management. The CVs should be recently signed by the proposed staff or the Authorized Representative signing the Proposal.

Annexure VII
FINANCIAL TURNOVER

| Sl. No. | Financial Year | Turnover | Profit/Loss |
|----------------|-----------------------|-----------------|--------------------|
| 1. | 2016-17 | | |
| 2. | 2017-18 | | |
| 3. | 2018-19 | | |

Note:

1. Certified copies of audited Balance sheets/ chartered Accountants certificates to be enclosed.

Signature of the Applicant

Name and Designation

Place Date

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Annexure VIII
FINANCIAL BID

(On the Letterhead of the Applicant)

[Location, Date]

FROM: [NAME OF APPLICANT]

.....
.....
.....

To,

THE DIRECTOR
CULTURE & ARCHAEOLOGY
SANSKRITI BHAWAN
CIVIL LINES, RAIPUR

Subject: Empanelment of Project Implementation Agencies (PIA) (PSUs, State Government agencies and Central Govt. Agencies) for Development of Projects in Chhattisgarh under DoCA

Dear Madam,

We, the undersigned, having gone through this RFP document and Draft Agreement and having fully understood the scope of services, as set out in this RFP document, offer to provide the services for the above in accordance with your RFP.

| Sr. No | Project Work | Percentage (%) Fee of Total Project Cost/ Construction Cost |
|---------------|------------------------------------|--|
| | Stage I: Conceptual Project Report | |
| | Stage II: Detailed Project Report | |

| | | |
|--|--|--|
| | Stage III (a): Project Execution | |
| | Stage III (b): Project Management | |
| | Total Percentage (%) of Total Project Cost/ Construction Cost (Stage I + Stage II+ 50% of Stage III (a) + 50% of Stage III (b)) | |

The Total Percentage of Total Project Cost* quoted above is inclusive of all taxes, surcharges out pocket expenses which may be incurred by us towards local travel, documentation and communication. The **GST**, as applicable shall be paid extra by DOC&A. The taxes shall be deducted at source as per law.

If our Bid is found seriously unbalanced in relation to the market rate or Authority's estimate of the cost to be performed under the Contract, the Authority may require us to produce detailed analysis, to demonstrate the internal consistency of those prices with the Good Industry Practice. In case if our bid, is found unrealistically higher than estimate and which could not be substantiated satisfactorily by the us, it may be rejected as non-responsive.

Yours Sincerely,

Authorized Signatory

Name and Title of Signatory:

Name of Firm:

Seal of Firm

Address of Firm:

Note : Total Project cost is the cost excluding land cost, interest, consultancy, GST and contingency charges.

Annexure IX

Format of Bank Guarantee For Earnest Money Deposit (EMD)

B.G.No.

Dated

In consideration of you, **Director, Culture & Archaeology , Sanskrit Bhawan, Civil Lines Raipur (C.G.) 492001, having its office at Directorate Culture & Archaeology, Sanskrit Bhawan, Civil Lines, Raipur (C.G.) 492001**, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Tender of and having its office at ----- and acting on behalf of the Tendered (here in after referred to as the Tendered which expression shall unless it be repugnant to the subject or context thereof its/their executors administrators, successors and assigns), "**APPOINTMENT OF EXECUTING AGENCY FOR DEVELOPMENT PROJECTS UNDERS THE DIRECTOR, CULTURE & ARCHEAOLGY FOR CHHATTISGARH** in Raipur (hereinafter referred to as, the Project) pursuant to the Tender Document no..... Dated..... issued in respect of the Project'), we [Name of the Bank] having our registered office at and one of its branches at (hereinafter referred to as the, Bank), at the request of Tenderer, do hereby in terms of the Tenderer Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the RFP Document by the said Tenderer and unconditionally and irrevocably undertake to pay forthwith to Director, Culture, Archaeology an amount of INR/- (Indian Rupees only) as Earnest Money Deposit (hereinafter referred to as the Earnest Money Deposit') as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Tenderer if the Tenderer shall fail to fulfill or comply with all or any of the terms and condition contained in the said Tender Document s

1. Any such written demand made by Director, Culture & Archeology stating that the Tenderer is in default of the due and faithful fulfillment and compliance with the terms and condition contained in the Tender Documents shall be final, conclusive and binding on the Bank

2. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Tenderer or any other person and irrespective of whether the claim of Director, Culture & Archaeology is disputed by the Tenderer or not merely on the first demand from Director, Culture & Archaeology stating that the amount claimed is due to Director, Culture & Archaeology by reason of failure of the Tenderer to fulfill and comply with the terms and conditions contained in the Tender Documents including failure of the said Tenderer to keep its Tender open during the Tender validity period as set forth in the said Tender Document for any reason whatsoever, Any such demand made on the Bank shall be conclusive as regard amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR 50,000 (Indian Rupees Fifty Thousand only)

3. This Guarantee shall be irrevocable and remain in full force for a period of 240 (Two hundred and forty) days from the Tender Due Date or for such extended period as may be mutually agreed between Director,

Culture & Archaeology and the Tenderer, and agreed to by the Bank and shall continue to be enforceable till all amounts under this Guarantee have been paid.

4. We, the Bank, further agree that Director, Culture and Archaeology shall be the sole judge to decide as to whether the Tenderer is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Tender Documents including, inter alia, the failure of the Tenderer to keep its Tender open during the Tender validity period set forth in the said Tender Document, and the decision of Director, Culture & Archaeology that the Tenderer is in default as aforesaid shall be final and binding on us, notwithstanding any differences between Director, Culture & Archaeology and the Tenderer or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

5. The Guarantee shall not be affected by any change in the constitution or winding up of the Tenderer or the Bank or any absorption, merger or amalgamation of the Tenderer or the Bank with any other person.

6. In order to give full effect to the Guarantee, Director, Culture & Archaeology shall be entitled to treat the Bank as the principal debtor. Director, Culture & Archaeology shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Documents or to extend time for submission of the Tenders or the Tender validity period for the period for conveying acceptance of Letter of Award by the Tenderer or the period for fulfillment and compliance with all or any of the terms and condition contained in the said fulfillment and compliance of Letter of Award by the Tenderer or the period for fulfillment and compliance with all or any of the for and condition contained in the said Tender Documents by the said Tenderer or to postpone for any time and from time to time any of the powers exercisable by it against the said Tenderer and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to Director, Culture & Archaeology and the Bank shall not be released from its liability under these presents by any exercise by Director, Culture & Archaeology of the liberty with reference to the matters aforesaid or by reason of time being given to the said Tenderer or any other forbearance, act. Or omission on the part of Director, Culture & Archaeology or any indulgence by Director, Culture & Archaeology to the said Tenderer or by any change in the constitution of Director, Culture & Archaeology or its absorption, merger or amalgamation with any other body or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made in addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

8. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice claim.

It shall not be necessary for Director, Culture & Archaeology to proceed against the said Tenderer before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which Director, Culture & Archaeology may have obtained from the said Tenderer or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of Director, Culture & Archaeology in writing.

11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

12 The Bank Guarantee number----- dated shall be operative at Raipur and if invoked be encashable at (name of bank and its branch in Raipur and branch code).

Signed and Delivered by By hand of

Mr./Ms _____, its _____ and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

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Annexure X

**DIRECTOR
CULTURE & ARCHAEOLOGY
SANSKRITI BHAWAN
CIVIL LINES, RAIPUR**

WHEREAS _____ [Name and address of the firm] (hereinafter call “the firm”) has undertaken, in pursuance of RFP no. _____ to provide the services on the terms and conditions set forth in the Draft Contract under above mentioned Request For proposal document for **Appointment of Executive Agency for Development Projects under The Director, Directorate of Culture & Archaeology in Chhattisgarh**

AND WHEREAS it has been stipulated by you in the said Contract/RFP that the firm shall furnish you with a Bank Guarantee by a Scheduled Nationalized Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract/RFP.

AND WHEREAS _____ [Name and address of the bank] have agreed to give the firm such a bank guarantee.

NOW THEREOF we hereby affirm that we the Guarantor and responsible to you, on behalf of the firm up to total _____ of _____ [amount of guarantee] _____ [in words], such sum being payable in Indian rupees, and we undertake to pay you such amount in favour of **Director, Culture & Archaeology**, through our branch operable at Raipur at _____ (provide the address of the branch at Raipur) and if invoke, be encashable at _____ (address and code no. of branch at Raipur) of _____ bank, upon the first written claim or demand, and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to slow grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the firm before presenting us with demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Firm shall in any way release us from liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under the Guarantee shall not be affected by any change in the constitution of the Firm or of the bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to INR _____ (Rupees _____ in words) and the guarantee shall remain valid till _____ that is until 850 days from the date of Signing of this agreement (letter no _____ dated _____) issued to firm, Unless a claim or a demand or a request for extension in writing is made upon us on or before _____ [date] before _____ [Indian Standard Time] all our liability under this guarantee shall cease to be in effect in all respects whether or not the original bank guarantee is returned to us.

This guarantee shall be extended/renewed, before the expiry of this bank Guaranty, if required, for a period up to 3 months from the date completion of assignment by the Firm.

This Bank Guarantee no _____ dated _____ shall be operative at Raipur and if invoked, be encashable at the _____ [name of the bank and its branch at Raipur], branch code no _____

Signature and Seal of the Guarantor _____

Name and Designation _____

Name and Seal of the Bank _____

Address _____

Date _____

In presence of

1. _____

(Name, Signature & Occupation)

2. _____

(Name, Signature & Occupation)

Annexure XI

Power of Attorney for Signing of Bid

(On a Non-Judicial Stamp Paper of INR 100 duly attested by notary public)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), _____ son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us as _____ (position), as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for "**Notice Inviting Tender For appointment of Executing Agency for Development Projects Under The Director, Culture & Archaeology for Chhattisgarh**", by the, (DoC & A) (the "Authority") including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Pre Bid Meeting and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project/ Engagement and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF , 20**.

For _____

(Signature)

(Name, Title and Address) Witnesses: 1

2.

(Signature)

(Name, Title and Address of the Attorney) Accepted

[Notarized]