

**Expression of Interest For
Selection of Suitable Agency
for Preparing Digital Repository**

रुचि की अभिव्यक्ति के माध्यम से डिजिटल रिपोजिटरी तैयार करने
के लिए उपयुक्त एजेंसी हेतु इम्पेनेलमेंट की सूचना।

EOI No.: 4600

Raipur, Dated 27/11/2020

संचालनालय संस्कृति एवं पुरातत्व, रायपुर छत्तीसगढ़
दूरभाष : 0771-2537404, फेक्स : 0771-2234731, web : www.cgculture.in,
Twitter : @culture_deptt, ई-मेल : deptt_culture@yahoo.co.in,
deptt.culture@gmail.com, Facebook : cgculture.deptt@gmail.com
क्रमांक 4600/सं.पु./2020 रायपुर, दिनांक : 27.11.2020

रुचि की अभिव्यक्ति के माध्यम से हेतु इम्पेनेलमेंट की सूचना

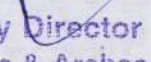
ई.ओ.आई. प्रपत्र जारी तिथि	दिनांक 27.11.2020
ई.ओ.आई. प्रपत्र विक्रय करने की अंतिम तिथि	दिनांक 28.12.2020 समय, दोपहर 02.00 बजे तक
ई.ओ.आई. प्रपत्र जमा करने की अंतिम तिथि	दिनांक 31.12.2020 समय, शाम 05.00 बजे तक
ई.ओ.आई. का तकनीकी प्रस्ताव खोलने की अंतिम तिथि	दिनांक 04.01.2021 समय, दोपहर 02.00 बजे
ई.ओ.आई. का वित्तीय प्रस्ताव खोलने की तिथि	दिनांक 06.01.2021 समय, दोपहर 02.00 बजे
ई.ओ.आई. प्रपत्र का मूल्य	1,000/-
कार्य का अमानत राशि	25,000/-

संचालक
संस्कृति एवं पुरातत्व
जी-85251

SECTION - 1 DISCLAIMER

1. The information contained in this Expression of interest ("EOI") document provided to the Bidders(s), by or on behalf of Culture Department Chhattisgarh is provided to the Bidders (s) on the terms and conditions set out in this EOI document and all other terms and conditions subject to which such information is provided.
2. The purpose of this EOI document is to provide the Bidders (s) with information to assist the formulation of their Proposals. This EOI document does not purport to contain all the information each Bidders may require. This EOI document may not be appropriate for all persons, and it is not possible for Culture Department to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this EOI document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this EOI document and where necessary obtain independent advice from appropriate sources. Culture Department, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the EOI document.


Culture Department may, in its absolute discretion, but without being under any obligation to do so, modify the EOI update, amend or supplement the information in this EOI document, by publishing the same on its official website _


Deputy Director
Dir. of Culture & Archaeology
RAIPUR [C.G.]

SECTION -2: Schedule of Bidding Process

The schedule of events during the Bidding Process shall be as follows -

Sr. No	Event Description	Date
1	Last date of purchase of EOI Document	28/12/2020
2	Last Date of submission of Proposal	31/12/2020
3	Opening of Proposals	04/01/2021
4	Opening of Financial	06/01/2021
5	Presentation by Shortlisted Bidders	To be intimated


Deputy Director
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SECTION - 3: INSTRUCTIONS TO BIDDERS

1. CULTURE DEPARTMENT invites proposals from reputed and experienced firms, to assist CULTURE DEPARTMENT through preparing & Deploying Digital Repository System
2. CULTURE DEPARTMENT intends to select and appoint a agency who will be responsible for preparing Digital Repository System for the department. The scope of services is set out here under.
3. **scope of work**
 - i. Historical & Important Documents are located at various places in Chhattisgarh state and outside Chhattisgarh State which needs to digitized in color and incorporated in repository system. Raw Data Needs to be provided in multiple format i.e. TIFF, JPEG, JPG & PDF(A) formats and supplied in at least 3 different type of Storage Media along with backup copy.
 - a. DVD
 - b. HDD
 - c. Microfilm
 - ii. Mostly Archival Material is brittle in condition, must be rebind after loose/scanning. The documents to be digitized are of various sizes i.e. (A-4/B-4/A-3/Legal) and different forms (Loose / book binding / Jumbo / Map).
 - iii. The documents should have minimum resolution of 300 dpi in True color- ICC – International Color Consortium specs, with white balance self calibration to capture original colors, cold light during scanning to prevent any harm to the original document
 - iv. Image Enhancement Activities: - Vendor should ensure that quality of scanned images are enhanced upto the optimum level and required image enhancement activities like Deskew, Despackle, contrast ratio setting etc. has to be done on the documents.
 - v. The bidder will use an integrated software for scanning, digitizing workflow & document management System. Indexing of each image is of utmost importance and there should be not a single spelling mistake.
 - vi. The software module so offered should have multiple accesses with security features on different rights of the users, with facility for updating of Information simply by right click of the user rights in the GUI.
 - vii. On the completion of the work, the bidder shall hand over software and also the database along with source code to the department which shall become the property of department for all intents and purposes.
 - viii. The Software should be web enabled for LAN / WAN and Remote Access of the authorized Users. The web access should support at least one browser each Windows, Linux and Macintosh.
 - ix. The bidder should have. Necessary infrastructure like Scanner etc. for doing the above project in Various Location Decided by the culture department. the company has to bring scanners &

other equipment's on their own culture Department will provide only the space, electricity & seating arrangement after completion of task bidder will take back the all its belonging.

- x. The documents to be digitized are of archival importance and due care in handling of this documents by operators has to be ensured. Any loss or damage of the document supplied for digitizing may result to cancellation of the contract immediately and the security deposit will be forfeited.
- xi. It will be the responsibility of the agency to take the documents from the stack area for digitizing and after digitizing it should be restored in the same place from where it has been taken. Documents / records are to be arranged chronologically and necessary pagination done before Digitization work.
- xii. While on the assignment, the firm will not make or retain any Digital images copy of the documents / records for any purpose whatsoever, except for submitting the Digital images to the Culture Department as per the terms of the job.
- xiii. **Retrieval Solution: -**
 - a. A customized web based –Document Management software has to be developed to meet the requirements of Culture Department.
 - b. Software should be developed in open source platform
 - c. Required Server /Computer System for operation of this software needs to be provided by agency with no additional cost
 - d. Software should have following features
 - i. User Module. (for user definition with profile and access control)
 - ii. Search Module. (based on various parameters)
 - iii. Printing Module. (based on various parameters)
 - iv. Reports Module. (flexible reporting module based on input data as per the need)
 - e. Source Code shall be provided to department which shall become the property of culture department
 - f. User Manual & Installation Manual to provided by Agency.

4. **Location of Service**

The Agency shall be required to operate from approved location for preparation of this repository. Location can be multiple places decided by CULTURE DEPARTMENT, Agency has to bring his own infrastructure required for this task.

5. **Pre-Qualification Criteria**

- A. The firm should have office registered in Raipur supported by GST registration document.

Certificate of incorporation in case of company, registration certificate with copy of partnership firm in case of partnership firm and gumasta license in case of Proprietorship firm.

- B. Operational office at Raipur, Chhattisgarh with proper infrastructure for this task.
- C. copy of PAN card.
- D. GST registration certificate for Chhattisgarh State.
- E. The Bidder had purchased Tender document from Director Culture Department.
- F. EMD in favour of "Director Culture Department, Raipur", by Crossed Demand Draft / Banker's Cheque payable at Raipur or FD for 2 year in name of 'Director Culture Department 'from any nationalized / scheduled Bank.
- G. Capability in starting the work within 2-3 days from the date of signing the Agreement.
- H. Understanding of requirements mentioned in this EOI. Presentation for this to attached in hard copy. & soft Copy.
- I. Bidder must have PF and ESIC Registration. copy of certificate to be submitted.

6. Each Bidder shall submit a maximum of one (1) Proposal for the Assignment, in response to this EOI document. Any Bidder who submits more than one Proposal for the Assignment shall be disqualified

6.1 Technical Evaluation Criteria (TQ)

S.no.	Evaluation Criteria	Scoring Parameter	Maximum Marks
01	Minimum average Turnover of the bidding firm/company in the last 3 financial year in the field of Information & technology services excluding sales should be 3 crores. A certificate from a Chartered Accountant to be provided as proof of turnover.	Greater or Equal to 3 crores	10
02	Experience in executing minimum 6 software/Application Development of Culture/Archaeology department/Ministry. Bidder must enclose work order in proof of this	Greater or Equal to 6 software/Application	10
03	Experience in Preparing Management Information System of any Government office. Bidder must enclose work order in proof of this.	Minimum one experience	10
04	Experience of Scanning of 25 Lakh Pages Archival	Greater or Equal to 25 Lacs	10

	Material (Document / Manuscript etc.) or above in last 5 year in Chhattisgarh Government. Bidder must enclose work order / agreement and payment evidence in proof of this	pages	
05	ISO Certification 9001:2008	-	10
06	Bidder must have experience in scanning work of historical/archival material (Document/ Manuscript etc.) for culture department in any state.	-	10
07	Presentation	-	40

7. Earnest Money Deposit (EMD) and Cost of EOI

- A. Proposal should necessarily be accompanied by Earnest Money Deposit of an amount of Rs. 25,000/- (Rs. Twenty-five thousand only) in the form of a Demand Draft of any Scheduled Bank/Nationalized Bank of India, payable at Raipur, in favour of Director Culture Department, Raipur.
- B. EMD shall be returned to the unsuccessful Bidders without any interest within a period of two (2) weeks from the date of signing of Service Agreement between CULTURE DEPARTMENT and the Successful Bidder. EMD submitted by the Successful Bidder shall be released upon completion of the Service.
- C. EMD shall be forfeited in the following cases:
- (i) if any information or document furnished by the Bidder is found to be misleading or untrue in any material respect
 - (ii) if the successful Bidder fails to execute the Service Agreement within the stipulated time or any extension thereof provided by CULTURE DEPARTMENT.

D. Cost of EOI – Rs. 1000/-

8. Period of Agreement: -The duration of the agreement shall be 2 year. Which can be further extended up to 2 years based on performance.
9. CULTURE DEPARTMENT or the Agency may terminate the agreement by giving the termination notice of three months in advance.

10. Format, Submission & Signing of Proposal

- A. The Bidder is required to provide all the information as per this EOI document. CULTURE DEPARTMENT shall evaluate only those Proposals that are received within the time and in the required format and are complete in all respects. Each Proposal shall comprise the following:

(i) Part I Submission

1. Details of the Bidder in the format set out in **Appendix A**
2. Power of Attorney as per **Appendix B**, authorizing the signatory of the
3. Experience of the services provided by the firm as per **Appendix C**
3. Proposal to submit the proposal.
4. Eligibility Documents as mentioned in this EOI
5. Presentation on Understanding & Methodology

(ii) **Part II Submission**

Financial proposal in the format as set out in **Appendix G**.

- i. The Financial Proposal shall be quoted as a rates per page irrespective of size for preparation of digital repository, along with hardware required for deployment and training to department staff. It shall be inclusive of the all the expenses like Cost to Company expenses of the experts and employees deployed for operation including all taxes, office equipment, automation charges, consumables, overheads, profit etc., except the GST which shall be mentioned on separate column in financial proposal.
 - ii. CULTURE DEPARTMENT shall, at its cost and expense, provide to the AGENCY staff the facilities such as Suitable work-place, table, water and electricity.
 - iii. Software hardware & required infrastructure & resources for entire operation at approved location, shall be provided by the Agency, at its cost, for delivering services successfully.
- b The Bidder shall seal the Part I Submission and the Part II Submission separately in two separate envelopes, duly marking the envelopes as "**PART I SUBMISSION**" and "**PART II SUBMISSION**". These envelopes shall then be sealed in a single outer envelope.
- c The Proposal shall be typed or written in indelible ink and each page shall be initialed by the authorized signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialed by the person(s) signing the Proposal.
- d The Bidder shall prepare (1) one original in hard copy and (1) duplicate of the Part I submission of Proposal in soft version in CD Rom in PDF format clearly marked "ORIGINAL" (Hard Copy) and "Soft Copy" respectively. In the event of any discrepancy between the original and the soft copy, the original shall prevail.

11. Sealing and Marking of Proposal

- A. The Bidder shall seal the original and soft copy of the Part I submission of the Proposal and Part II submission in separate envelopes, duly marking the envelopes as "ORIGINAL" and

"SOFT COPY". The envelopes shall then be sealed in a single outer envelope.

- B. Each of the envelopes, both outer and inner, must be super scribed with the following information:
- C. Name and Address of Bidder
- D. Contact person and phone numbers
- E. **"EOI for Preparation of digital Repository"**
- F. All envelopes shall be addressed to:
- G. Director
- H. **CULTURE DEPARTMENT**
- I. Raipur - 492001. Chhattisgarh
- J. Ph: 0771-2537404

12. The envelope containing the proposals can be delivered by Courier/Registered Post/Speed Post/Hand delivery at CULTURE DEPARTMENT office on or before the Bid due Date. Proposals received after due date/time shall not be considered.

13. If the envelope is not sealed and marked as instructed above, CULTURE DEPARTMENT assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of CULTURE DEPARTMENT be rejected.

14. The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of EOI shall be at the Bidder's own risk.

15. It shall be deemed that prior to the submission of the Proposal, the Bidder has:

- a. made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this EOI document;
- b. received all such relevant information as it has requested from CULTURE DEPARTMENT; and
- c. made a complete and careful examination of the various aspects of the services to be provided.

15.5. CULTURE DEPARTMENT shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

16. Proposal Due Date

16.1. **Proposals** should be submitted before 15:00 hours IST on Proposal Due Date as indicated in the Schedule of Bidding Process, at the address and in the manner and form as detailed in this EOI document. Proposals submitted by either facsimile transmission or telex will not be accepted.

16.2. CULTURE DEPARTMENT may, in exceptional circumstances, and at its sole discretion, extend Proposal Due Date by issuing a corrigendum, which will be published only in website of CULTURE DEPARTMENT (www.cgculture.in).

17. Opening of Proposals and Clarifications

- 17.1. CULTURE DEPARTMENT would open the Part I Submission of the Proposals on the proposal due date for the purpose of evaluation. Only those proposals will be opened which will be received within Proposal Due date and Time or extension thereof.
- 17.2. CULTURE DEPARTMENT reserves the right to reject any Proposal not submitted on time and/or which does not contain the information/documents as set out in this EOI document.
- 17.3. To facilitate evaluation of Proposals, CULTURE DEPARTMENT may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.
- 17.4. Culture Department reserve the right for inspection of bidder offices during the evaluation of technical documents.

SECTION – 4: EVALUATION

1. The criteria for eligibility, qualification, evaluation and selection of Bidders are set out in the EOI.
2. As part of the evaluation, the Part I Submission shall be checked for responsiveness with the requirements of the EOI and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this EOI document.

2.1 The Part I Submission would be considered to be responsive if it meets the following conditions:

- a. it is received by the Proposal Due Date including any extension thereof.
- b. it is signed, sealed and marked as stipulated in the EOI document.
- c. it contains all the information and documents, including the EMD, in the manner specified in the EOI.
- d. it contains information in formats specified in this EOI.
- e. it provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by CULTURE DEPARTMENT without Communication with the Bidder). CULTURE DEPARTMENT reserves the right to determine whether the information has been provided in reasonable detail.
- f. there are no inconsistencies between the Proposal and the supporting documents.

2.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

- a. which affects in any substantial way, the scope, quality, or performance of the Assignment, or
 - b. which limits in any substantial way, CULTURE DEPARTMENT's rights or the Bidder's obligations under the Agreement, or
 - c. which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals.
3. CULTURE DEPARTMENT reserves the right to reject any Proposal, if:
- a. at any time, a material misrepresentation is made or discovered; or
 - b. the Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.
4. Notwithstanding anything contained in this EOI, CULTURE DEPARTMENT reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.

5. Proposal Evaluation

- 5.1 the Proposal would be checked for responsiveness with the requirements of the EOI
- 5.2 The evaluation of the Part II Submission would be taken up only after evaluation of the part I submission. CULTURE DEPARTMENT reserves the right to reject the Proposal of a Bidder without opening the Part II Submission if, in its opinion, the contents of Part I Submission are not substantially responsive with the requirements of this EOI.
- 5.3 The Technical Proposal would be evaluated on the various aspects set out in the EOI. As part of the evaluation of the Technical Proposal, CULTURE DEPARTMENT may also request the Bidder to submit clarifications.
- 5.4 Top 3 firms who score maximum technical marks will be eligible for opening of financial bid. However, minimum cut off marks of 70 is mandatory for becoming eligible for next round.

6. Evaluation of Financial Proposal

CULTURE DEPARTMENT will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing of any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Agency.

6.2 Top 3 firms whose overall technical score is highest, their financial proposal will be opened & the lowest financial bid will be approved rate to which all firms will agree. Maximum 3 firms will be empanelled.

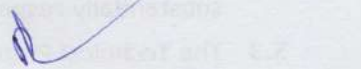
7. Award of Service

7.1 In the event of acceptance of the Proposal of the Preferred Bidder with or without negotiations, CULTURE DEPARTMENT may consider to declare the Preferred Bidder as the Successful. CULTURE DEPARTMENT will notify the Successful Bidder, through a Letter of Award (LoA), that its Proposal has been accepted.

7.2 The Successful Bidder shall execute the Agreement within 2 days of the receipt of work order within such further time as CULTURE DEPARTMENT may agree to in its sole discretion. Failure of the Successful Bidders to comply with the requirement shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD. In such an event, CULTURE DEPARTMENT reserves the right to

- a. either invite the next best Bidder for negotiations; or
- b. take any such measures as may be deemed fit in the sole discretion of CULTURE DEPARTMENT, including annulment of the bidding process.

7.3 The agreement is for a period of 3 years. However, with mutual consent can be extended up to 5 years.



Deputy Director
Dir. of Culture & Archaeology,
RAIPUR [C.G.]

Appendix A

Details of Bidder
(On the Letter Head of the Bidder)

1.
 - (a) Name of Bidder
 - (b) Address of the office(s)
 - (c) Date of incorporation and/or commencement of business
 - (d) Company Registration no.

2. Details of individual(s) who will serve as the point of contact / communication for CULTURE DEPARTMENT with the Bidder:
 - i. Name :
 - ii. Designation :
 - iii. Company/Firm :
 - iv. Address :
 - v. Telephone number :
 - vi. E-mail address :
 - vii. Fax number :
 - viii. Mobile number :


Deputy Director
Dir. of Culture & Archaeology
RAIPUR [C.G.]

Appendix B

POWER OF ATTORNEY
(On Stamp paper of relevant value)

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms.....
.....(name and residential address) who is presently employed with us and holding the position of
..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for **EOI for Preparation of Digital Repository**, including signing and submission of all documents and providing information/responses to CULTURE DEPARTMENT in all matters in connection with our Proposal for the said Assignment.


We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the _____ Day of
_____ 2014 For

(Name and designation of the person(s) signing on behalf of the Bidder)

Accepted
_____ Signat
ure) (Name, Title and Address of the Attorney) Date:

Note:


Deputy Director
Dir. of Culture & Archaeology
* RAIPUR [C.G.]


1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant and when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney*
2. *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*


Deputy Director
Dir. of Culture & Archaeology
RAIPUR [C.G.]

Appendix C

Format for Experience of Services provided by the firm (in not more than 2 pages for each project, in the given tabular format only)

1. Project Name and Location
2. Name and address of the Employer / Client
3. Brief Description of Project with locations of services provided
4. Brief Description of Actual Services provided:
5. Date of -
 - a. commencement of services
 - b. completion of services
6. Approx Value of Services:


Deputy Director
Dir. of Culture & Archaeology
RAIPUR [C.G.]

Appendix D

**Format for Financial Proposal
(On the letterhead of the Bidder)**

Date:

To:
Director
CULTURE DEPARTMENT
Raipur 492 001, Chhattisgarh

Subject:

Dear Sir,

Having gone through this EOI document and having fully understood the scope of work for the Project as set out in this EOI document; we are pleased to quote the following rates for preparation of Digital Repository as defined in this EOI.

Srl	Particular	Rates
1	Rates for Preparation of digital Repository	Rs /-per Page of digitization & other work as per scope of work
2	GST @ 18 %	
3	Total Amount Including GST	

We confirm that in case of difference in amount quoted in figures and words, the lower value will be considered for evaluation.

Signature of Authorized Signatory of the Bidder

Name, Title and Address of the Authorized Signatory

Seal of the Bidder

Appendix E

GENERAL CONDITIONS OF CONTRACT

1. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between CULTURE & ARCHAEOLOGY, DEPARTMENT and the Agency. The Agency, subject to this Agreement, has complete charge of personnel performing the Services and shall be fully responsible for the Services performed by it or on its behalf hereunder. The Agreement shall commence on the date it is executed by the Parties.

2. DURATION OF THE AGREEMENT

The duration of the project support service agreement shall be 3 Years initially which may be extended for a further period of Two Years, provided that the services are found satisfactory

3. MODE OF PAYMENT

- 3.1. As Per the Actual Handover of Raw Data during the month 80% of payments shall be released. Within 15 Days of such handover
- 3.2. Balance 20% shall be released after uploading in Deployment in Retrieval tool Installed and developed by agency.
- 3.3. Server for Retrieval Tool along with storage shall be provided by agency connectivity shall be provided by the department as per the need of department
- 3.4. The rates, as approved under this Agreement, as per actual work done during the month, shall be paid every month against the invoice raised by the Agency on the 5th day of the next month within 15 days of such invoice.
- 3.5. The Agency shall make available vehicle, at its cost, for any local travel required or for the site visits, as and when required without any additional cost.
- 3.6. Income tax as applicable shall be deducted at source from every payment.

4 PERFORMANCE SECURITY

An amount of Five percent shall be deducted from each payment made to the AGENCY as performance security. which will be release after 6 months of such deduction.

- 5.** CULTURE DEPARTMENT shall finalize all reports/documents to be submitted by the Agency under this Agreement by itself or through an external agency appointed by CULTURE DEPARTMENT.

7. PENALTY FOR DEFAULT

- 6.1** For any reason whatsoever, if the agency failed to complete the task as mentioned in this EOI with in stipulated time as directed by the department. Director Reserve the right to cancel the agreement and forfeit the EMD.

7. TERMINATION OF THE AGREEMENT

This Agreement shall be effective on the date hereof and shall continue in full force until completion of the Services or terminated earlier as per the Clause (i), (ii) & (iii) below:

- (i) CULTURE & ARCHAEOLOGY DEPARTMENT shall have right to review the performance of the AGENCY and if CULTURE DEPARTMENT is not desirous of continuation of the services of the AGENCY on ground of unsatisfactory performance or breach of any term or condition of the contract it may terminate the agreement by giving notice of 15 days and by providing reasonable opportunity to be heard. If CULTURE DEPARTMENT terminates the Agreement as a result of a default of the Agency, the Agency shall be liable for the extra costs reasonably incurred by CULTURE DEPARTMENT in obtaining completion of that part of the Services which remained incomplete as at the date of termination

- (ii) CULTURE DEPARTMENT or the Agency may terminate the agreement by giving the termination notice of 1 months in advance.

8. RESPONSIBILITIES AND OBLIGATIONS OF THE AGENCY

The Agency shall:

- a. provide the Services as set out in this EOI

- b. exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature;
- c. be bound to comply with any written direction of CULTURE DEPARTMENT to vary the scope sequence or timing of the Services; and
- d. use all reasonable efforts to inform itself of CULTURE DEPARTMENT's requirements for the Deliverables for which purpose the Agency shall consult CULTURE DEPARTMENT throughout the performance of the Services.

9. CONFIDENTIALITY AND PUBLICITY

The Agency shall treat the details of the output of the assignment and the Services as confidential and for the Agency's own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to CULTURE DEPARTMENT or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of CULTURE DEPARTMENT.

10. OTHER CONDITIONS

- 10.1 In the event CULTURE DEPARTMENT desires the Agency to perform such additional services which are not within the Terms of Reference, the Agency shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties. CULTURE DEPARTMENT may reduce the scope of services on mutually agreed reduction in the fees.
- 10.2 CULTURE DEPARTMENT shall provide to the Agency documents/ information/ reports as may be required by the Agency to enable it to provide the Services. CULTURE DEPARTMENT undertakes and agrees to furnish to the Agency from time to time such other documents/ reports/ information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available with the CULTURE DEPARTMENT.
- 10.6 All intellectual property conceived, originated, devised, developed or created by the Agency, its agents, specifically for the purpose of rendering the Services, shall vest with CULTURE DEPARTMENT unless otherwise agreed, between CULTURE DEPARTMENT and the Agency. CULTURE DEPARTMENT as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project

10.7 CULTURE DEPARTMENT shall have the copyright on all the reports, documents, maps etc., authored, prepared or generated during the course of the Services to be provided by the Agency.

11. COMPLIANCE WITH LAWS

The Agency shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Agency.

12. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India. The Courts at Raipur shall have jurisdiction over all matters arising out of or relation to this Agreement.

13. DISPUTE RESOLUTION

13.1 Amicable Resolution

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties.

13.2 Arbitration

a Procedure

- i. Any Dispute which is not resolved amicably within 30 days, the same shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Clause 13.2.b. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other

rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

- ii. There shall be a Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- iii. The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this clause shall be final and binding on the Parties as from the date it is made, and the Agency and the Government agree and undertake to carry out such Award without delay.
- iv. The Agency and the Government agree that an Award may be enforced against the Agency and/or the Government, as the case may be, and their respective assets wherever situated.
- v. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

b Place of Arbitration

The place of arbitration shall ordinarily be Raipur and if any legal matter arises it will fall within jurisdiction of Raipur civil/court.

c English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

d Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

e Performance during Dispute Resolution

Pending the submission of and/or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award

14. SEVERABILITY

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

16. MODIFICATION

Modification of the terms and conditions of the Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

17. NOTICES

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized courier, e-mail, or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove.

18. TRANSFER OR ASSIGNMENT

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

19. VARIATIONS

In the event CULTURE DEPARTMENT desires the Agency to perform such additional services which are not within the Terms of Reference, the Agency shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties. CULTURE DEPARTMENT may reduce the scope of services on mutually agreed reduction in the fees. CULTURE DEPARTMENT may, by written notice to the Agency, direct the Agency to vary the scope, sequence or timing of the Services with suitable compensation for such variation to be agreed mutually and the Agency shall be bound to comply with that direction.