



**GOVERNMENT OF TAMIL NADU
DEPARTMENT OF MUSEUMS**

**Preparation of DPR for Holistic upgradation and Display Arrangements in the
Galleries of the Government Museums at Chennai,
Kanchipuram, Nagapattinam, Villupuram and Ramanathapuram**

INVITATION FOR BID

(National Competitive bidding)

Bid Invitation No: DOM/GMC/1387/2022/B3

Date: 30.06.2022

NIT Date:	30 June 2022
Contract No. and Title:	DOM/GMC/1387/2022/B3 Preparation of DPR for Holistic upgradation and Display Arrangements in the Galleries of the Government Museums at Chennai, Kanchipuram, Nagapattinam, Villupuram and Ramanathapuram
Due date for Submission of Bids:	20th July 2022 up to 15:00 Hrs (local time)

1. The Government of Tamil Nadu has Announced in the Demand No.29 for the year 2022-23 for the “**Holistic upgradation and Display Arrangements in the Galleries of the Government Museums at Chennai, Kanchipuram, Nagapattinam, Villupuram and Ramanathapuram**”. In this connection the Expression of Interest (EoI) is called for **Preparation of DPR** and the Bidding is open to Bidders from eligible Architect Firms.
2. **The Director, Department of Museum, Government Museum, Egmore, Chennai (the “Employer”)** invites sealed bids from eligible bidders for the: the “**Preparation of DPR for Holistic upgradation and Display Arrangements in the Galleries of the Government Museums at Chennai, Kanchipuram, Nagapattinam, Villupuram and Ramanathapuram**”.
3. Only eligible bidders with key qualifications should participate in this bidding. Please refer to the Bidding Document for the complete evaluation and qualification criteria.
4. **National Competitive Bidding (NCB)** will be conducted in accordance with Tamil Nadu Tender Rules Single Stage: Two Envelope bidding procedure and is open to all Bidders from India as described in the Bid Document.
5. To obtain further information and inspect the Bidding Documents, bidders should contact:

**The Director,
Department of Museum,
Government Museum, No 406, Pantheon Road,
Egmore, Chennai – 600 008.
Phone No : 044-28193778, 044-28193238, 044-28193035.
Email ID: govtmuse@tn.gov.in**

6. To purchase the Bidding Documents (only in English), eligible bidders should:

- Submit a written application to the address above with a **non-refundable document fee of INR 1,000** (Rupees One thousand only – Tax inclusive) in the form of Demand Draft separately for bid document fee charges, during 10.00 hours to 17:00 hours on all working days starting from **30.06.2022 to 20.07.2022**. The method of **payment of document fee** will be **Demand Draft** in favour of **“The Chief Account Officer, Government Museum, Chennai ”**, payable at **Chennai, Tamil Nadu**.
- Eligible bidders, who wish to receive the documents by courier, shall have to pay **INR 500** (Rupees Five Hundred only) for delivery within India in addition to the non-refundable document fee. No liability will be accepted for loss in transit or late delivery.
- Bidding Document may also be downloaded from the websites **www.chennaiuseum.org** and **www.tenders.tn.gov.in** at free of cost.
- Further any Clarification/Corrigendum/Amendment or Extension shall be notified on the above websites only. Bidders should regularly visit websites to keep themselves updated.

7. **Deliver bids:**

- to the address above
 - **On or before 20.07.2022, 15.00 Hrs.**
 - The Bids must be accompanied by a Bid Security in the form and amount as indicated in ITB21.1 of Bid data sheet of section 2 of the bid document. Late bids shall be rejected. Technical Bids will be opened after the bid submission due date on **20.07.2022, 16:00 hours** in the presence of the bidders' representatives who choose to attend. In the event of the specified date of bid submission/opening being declared a holiday for the Employer, the bids shall be received and opened at the same time and place on the next working day.
8. The Employer will not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or delivery of Bids.
9. **Pre-bid meeting** with bidders will be held at the Office of the **Director, Department of Museums, Egmore, Chennai – 600 008** at **11:00 Hrs on 06.07.2022**. Bidders interested in participating in the bids are advised to attend the same. Bidders are encouraged to visit the site, at their own cost, before the pre-bid meeting / submission of bid. Bidders may **visit the respective sites** from **06.07.2022 to 20.07.2022** (on all working days) during **10:00 Hrs to 16:00 Hrs**. A list of contact Officers for the field visit may be obtained from the Office address given above.

Tamil Nadu, India.

Phone No: 044-28193778

**Director,
Department of Museums,
Egmore, Chennai– 600 008.**

Government of Tamil Nadu Department of Museums

BIDDING DOCUMENT

for

**Preparation of DPR for Holistic upgradation and Display
Arrangements in the Galleries of the Government Museums at
Chennai, Kanchipuram, Nagapattinam, Villupuram and
Ramanathapuram**

(National Competitive Bidding, Single-Stage: Two-Envelope)

Volume –1

**Instructions, Contract Conditions and
Technical Bid, Price Bid Documents**

Issued on : **30 June 2022**

Invitation for Bids No. : **DOM/GMC/1387/2022/B3** Dated: 30.06.2022

NCB No. : **DOM/GMC/1387/2022/B3**

Employer : **The Director,
Department of Museum,
Government Museum,
No 406, Pantheon Road, Egmore,
Chennai – 600 008**

**Phone No: 044-28193778, 044-28193235, 044-28193035.
Fax: 044-28193035
Email ID: govtmuse@tn.gov.in**

Country : **India**

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Section 1 - Instructions to Bidders

A. General

1. Scope of Bid	<p>1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of the Works as specified in Section 6 (Employer's Requirements). The name, identification, and number of contracts of this bidding are provided in the BDS.</p> <p>1.2 Throughout this Bidding Document,</p> <ul style="list-style-type: none"> a. the term "in writing" means communicated in written form and delivered against receipt; b. except where the context requires otherwise, words indicating the plural also singular also include the plural and words indicating include the singular; and c. "day" means calendar day.
2. Source of Funds	<p>2.1 The Government Museum, Chennai (herein after called "Museum") indicated in the BDS has Financial Sanction (hereinafter called "funds") from the Government (hereinafter called "GoTN") toward the cost of the project named in the BDS. The Museum intends to spent a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.</p>
3. Fraud and Corruption	<p>3.1 The Government's anticorruption Policy requires to observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy,</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party; (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; (v) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an investigation; (b) making false statements to investigators in order to materially impede an investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation. <p>3.2 Furthermore, Bidders shall be aware of the provisions of GCC 28.3 and 73.2 (i).</p>

<p>4. Eligible Bidders</p>	<p>4.1 The Bidders must submit documentary evidences in support of fulfilling the pre qualifications/ conditions while submitting the technical bid.</p> <ul style="list-style-type: none"> • The bidder should be a Registered Architect / Company working in designing of renowned Museum Galleries in India for a minimum period of 5 years as on 30.06.2022 • They should have prepared a Detailed Project Report (DPR) for a world class galleries in India. • The designed galleries need to have accepted world standards for display and audience experience and incorporate both the tangible and intangible aspects. <p>Requisites</p> <ul style="list-style-type: none"> • Have a team that includes professionals with over 10 years experience working in an international context • Team needs to have professionals with conservation and Museology • Have executed at least one major gallery in India • The bidder should have received meritorious awards/ acknowledgements from past clients that should be produced. • The bidder/ personnel in the company should have adequate educational qualification in the relevant fields by recognized courses. • The bidder should have adequate experience in display of Museum Artefacts. Photographs and proof of the same are to be attached along with the technical bid. • The Bidder should have executed single DPR worth not less than Rupees Five Crore in execution of similar works in the past 5 years. The completion Certificate/ Performance Certificate from the customer should be produced. <p>4.2 A firm shall not be eligible to participate in any procurement activities if it is under Black listing by the government.</p> <p>4.3 Government-owned enterprises in India shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Employer.</p> <p>4.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.</p> <p>4.5 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.</p>
<p>5. Eligible Materials, Equipment and Services</p>	<p>1) The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source as defined in above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment, and services.</p> <p>2) For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced, or manufactured, and from which the services are provided. Materials and equipment are produced when,</p>

	through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.
	B. Contents of Bidding Document
6. Sections of Bidding Document	<p>6.1 The Bidding Document consist of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.</p> <p>PART I Bidding Procedures Section 1 - Instructions to Bidders (ITB) Section 2 - Bid Data Sheet (BDS) Section 3 - Evaluation and Qualification Criteria (EQC) Section 4 - Bidding Forms (BDF) Section 5 - Eligible Country – India only (ELC)</p> <p>PART II Requirements Section 6 – Employer’s Requirements (ERQ)with (BOQ)</p> <p>PART III Conditions of Contract and Contract Forms Section 7 - General Conditions of Contract (GCC) Section 8 - Particular Conditions of Contract (PCC) Section 9 - Contract Forms (COF)</p> <p>6.2 The IFB issued by the Employer is not part of the Bidding Document.</p> <p>6.3 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the IFB.</p> <p>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.</p>
7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting	<p>7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the due date for submission of bids, within a period given in the BDS. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB22.2.</p> <p>7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.</p> <p>7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and</p>

	<p>agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.</p> <p>7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.</p> <p>7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than 1 week before the meeting.</p> <p>7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.</p> <p>7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.</p>
8. Amendment of Bidding Document	<p>8.1 At any time prior to the due date for submission of Bids, the Employer may amend the Bidding Document by issuing addenda.</p> <p>8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.</p> <p>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the due date for the submission of Bids, pursuant to ITB 22.2.</p>
	C. Preparation of Bids
9. Cost of Bidding	<p>9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p>
10. Language of Bid	<p>10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.</p>
11. Documents Comprising the Bid	<p>11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.</p> <p>11.2 The Technical Bid shall comprise the following:</p> <p>(a) Letter of Technical Bid;</p>

	<p>(b) Bid Security or Bid-Securing Declaration, in accordance with ITB19;</p> <p>(c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;</p> <p>(d) documentary evidence in accordance with ITB 17, establishing the Bidder's qualifications to perform the contract;</p> <p>(e) Supporting documents for all the requested prequalification criteria listed in ITB 4;</p> <p>(f) Technical Proposal in accordance with ITB 16;</p> <p>(g) Any other document required in the BDS.</p> <p>11.3 The Price Bid shall comprise the following:</p> <p>(a) Letter of Price Bid;</p> <p>(b) completed Price Schedules, in accordance with ITB 12 and ITB 14, or as stipulated in the BDS;</p> <p>(c) Any other document required in the BDS.</p>
12. Letters of Bid and Schedules	<p>12.1 The Letters of Technical Bid and Price Bid, and the Schedules, and all documents listed under Clause 11, shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested and as required in the BDS.</p>
13. Alternative Bids	<p>13.1 Alternative Bids shall not be considered.</p>
14. Bid Prices	<p>14.1 The prices quoted by the Bidder in the Letter of Price Bid and in the Schedules shall conform to the requirements specified below.</p> <p>14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section 4 (Bidding Forms). In case of two stage contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.</p> <p>14.3 The price to be quoted in the Letter of Price Bid shall be the total price of the Bid,. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the Bid.</p> <p>14.4 The Bidder shall quote and the methodology for their application in the Letter of Price Bid, in accordance with ITB 10.1.</p> <p>14.5 Unless otherwise provided in the BDS and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indexes and weightings for the price adjustment formulas in the Table(s) of Adjustment</p>

	<p>Data in Section 4 (Bidding Forms) and the Employer may require the Bidder to justify its proposed indexes and weightings.</p> <p>14.6 If so indicated in ITB 1.1, bids are being invited for individual contracts or for any combination of contracts (packages).</p> <p>14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the due date for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.</p>
15. Currencies of Bid and Payment	15.1 The currency of the Bid and payment shall be as specified in the BDS. In INR only
16. Documents Comprising the	16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule, and any other Technical Proposal information as stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
17. Documents Establishing the Qualifications of the Bidder	<p>17.1 To establish its qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms).</p> <p>17.2 Domestic Bidders, individually applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility in accordance with ITB 34.</p>
18. Period of Validity of Bids	<p>18.1 Bids shall remain valid for the period specified in the BDS after the bid submission due date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.</p> <p>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended 28 days beyond the due date of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.</p>
19. Bid Security/ Bid-Securing Declaration	<p>19.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.</p> <p>19.2 If a Bid-Securing Declaration is required pursuant to ITB 19.1, it shall use the form included in Section 4 (Bidding Forms). The Employer will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if the Bid-Securing Declaration is executed.</p> <p>19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be, at the Bidder's option, in any of the following forms:</p> <ul style="list-style-type: none"> (a) an unconditional bank guarantee, (b) an irrevocable letter of credit, or (c) a cashier's or certified check,

	<p>all from a reputed / Nationalized bank from India. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms) or another form acceptable to the Employer. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.</p> <p>19.4 Unless otherwise specified in the BDS, any Bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 19.1, shall be rejected by the Employer as nonresponsive.</p> <p>19.5 If a bid security is specified pursuant to ITB 18.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 41.</p> <p>19.6 If a bid security is specified pursuant to ITB 19.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.</p> <p>19.7 The bid security may be forfeited or the Bid-Securing Declaration executed</p> <p>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid, except as provided in ITB 18.2; or</p> <p>(b) if the successful Bidder fails to</p> <p>(i) sign the Contract in accordance with ITB 41;</p> <p>(ii) furnish a performance security in accordance with ITB 42;</p> <p>(iii) accept arithmetical corrections in accordance with ITB 33; or</p> <p>(iv) furnish a domestic preference security, if applicable, in accordance with ITB 42.</p>
20. Format and Signing of Bid	<p>20.1 The Bidder shall prepare one original set of the Technical Bid and one original of the Price Bid comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" - Preparation of DPR for Holistic upgradation and Display Arrangements in the Galleries of the Government Museums at Chennai, Kanchipuram, Nagapattinam, Villupuram and Ramanathapuram and "ORIGINAL - PRICE BID" - Preparation of DPR for Holistic upgradation and Display Arrangements in the Galleries of the Government Museums at Chennai, Kanchipuram, Nagapattinam, Villupuram and Ramanathapuram". Alternative Bids, not permitted in accordance with ITB 13.</p> <p>20.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un amended printed literature, shall be signed or initialed by the person signing the bid. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Employer shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the prescribed period of receiving such a request shall cause the rejection of the Bid.</p> <p>20.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.</p>

	D. Submission and Opening of Bids
21. Sealing and Marking of Bids	<p>21.1 Bidders may always submit their Bids by mail or by hand. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Procedures for submission, sealing, and marking are as follows:</p> <ul style="list-style-type: none"> a. Bidders submitting Bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, duly marking the envelopes as “ORIGINAL - TECHNICAL BID,” Preparation of DPR for Holistic upgradation and Display Arrangements in the Galleries of the Government Museums at Chennai, Kanchipuram, Nagapattinam, Villupuram and Ramanathapuram “ORIGINAL - PRICE BID,”. Preparation of DPR for Holistic upgradation and Display Arrangements in the Galleries of the Government Museums at Chennai, Kanchipuram, Nagapattinam, Villupuram and Ramanathapuram. The rest of the procedure shall be in accordance with ITB 21.2 and ITB 21.3. <p>21.2 The inner and outer envelopes shall</p> <ul style="list-style-type: none"> (a) bear the name and address of the Bidder; (b) be addressed to the Employer as provided in BDS 22.1; and (c) bear the specific identification of this bidding process indicated in the BDS 1.1. <p>21.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid, in accordance with ITB 25.1.</p> <p>21.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 25.7.</p> <p>21.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.</p>
22. Due date for Submission of Bids	<p>22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.</p> <p>22.2 The Employer may, at its discretion, extend the due date for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the due date shall thereafter be subject to the due date as extended.</p>
23. Late Bids	<p>23.1 The Employer shall not consider any Bid that arrives after the due date for submission of bids, in accordance with ITB 22. Any Bid received by the Employer after the due date for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.</p>
24. Withdrawal, of Bids	<p>24.1 A Bidder may withdraw, substitute, or modify its Bid – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be</p> <ul style="list-style-type: none"> a) prepared and submitted in accordance with ITB 20 and ITB 21. b) received by the Employer prior to the due date prescribed for submission of Bids, in accordance with ITB 22.

	<p>24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.</p> <p>24.3 No Bid may be withdrawn, in the interval between the due date for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid or any extension thereof.</p>
25. Bid Opening	<p>25.1 The Employer shall open the Technical Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, shall be as specified in the BDS. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and Price Bid are submitted together in one envelope, the Employer may reject the entire Bid. Alternatively, the Price Bid maybe immediately resealed for later evaluation.</p> <p>25.2 First, envelopes marked "WITHDRAWAL" shall be opened and readout and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.</p> <p>25.3 Envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:</p> <ul style="list-style-type: none"> (a) the name of the Bidder; (b) the presence of a bid security or a Bid-Securing Declaration, If required; and (c) any other details as the Employer may consider appropriate. <p>Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Technical Bid are to be initialed by at least three representatives of the Employer attending the bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB 23.1.</p> <p>25.4 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum, the name of the Bidder and whether there is a withdrawal,; and the presence or absence of a bid security or a Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time.</p> <p>25.5 At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice for the opening of Price Bids.</p> <p>25.6 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non responsive to the requirements of the Bidding Document and return their Price Bids unopened.</p>

	<p>25.7 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.</p> <p>25.8 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:</p> <ul style="list-style-type: none"> (a) the name of the Bidder; (b) the Bid Prices, and (c) any other details as the Employer may consider appropriate. <p>Only Price Bids, read out and recorded during the opening of Price Bids shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Price Bid and Schedules are to be initialed by at least three representatives of the Employer attending the bid opening. No Bid shall be rejected at the opening of Price Bids.</p> <p>25.9 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum, the name of the Bidder, the Bid Price (per lot if applicable). The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time.</p>
	E. Evaluation and Comparison of Bids
26. Confidentiality	<p>26.1 Information relating to the examination, evaluation, comparison, and Post qualification of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.</p> <p>26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.</p> <p>26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.</p>
27. Clarification of Bids	<p>27.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB 32.</p> <p>27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.</p>

28. Deviations, Reservations, And Omissions	<p>28.1 During the evaluation of bids, the following definitions apply:</p> <p>(a) "Deviation" is a departure from the requirements specified in the Bidding Document;</p> <p>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</p> <p>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.</p>
29. Examination of Technical Bids	<p>29.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted.</p> <p>29.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.</p> <p>(a) Letter of Technical Bid;</p> <p>(b) written confirmation of authorization to commit the Bidder;</p> <p>(c) Bid Security or Bid-Securing Declaration, if applicable; and</p> <p>(d) Technical Proposal in accordance with ITB 16.</p>
30. Responsiveness of Technical Bid	<p>30.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11</p> <p>30.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,</p> <p>(a) if accepted, would:</p> <p>(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or</p> <p>(ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or</p> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</p> <p>30.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section 6 (Employer's Requirements) have been met without any material deviation, reservation, or omission.</p> <p>30.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
31. Nonmaterial Nonconformities	<p>31.1 Provided that a Bid is substantially responsive, the Employer may waive any non conformity in the Bid that does not constitute a material deviation, reservation, or omission.</p> <p>31.2 Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p>

	<p>31.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).</p>
32. Qualification of the Bidder	<p>32.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).</p> <p>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.</p> <p>32.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.</p>
33. Correction of Arithmetical Errors	<p>33.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:</p> <p>(a) Only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.</p> <p>(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.</p> <p>(c) If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Price Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected.</p> <p>(d) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above.</p> <p>33.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its Bid shall be disqualified and its bid security may be forfeited or its Bid-Securing Declaration executed.</p>
34. Conversion to Single Currency	<p>34.1 For evaluation and comparison purposes, the currency (ies) of the Bid shall be converted into a single currency as specified in the BDS i.e. INR.</p>
35. Margin of Preference	<p>35.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.</p>
36. Evaluation of Price Bids	<p>36.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.</p>

	<p>36.2 To evaluate the Price Bid, the Employer shall consider the following:</p> <ul style="list-style-type: none"> (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for two stage contracts, or Schedule of Prices for lump sum contracts, but including Day work items, where priced competitively; (b) price adjustment for correction of arithmetic errors in accordance with ITB33.1; (c) price adjustment due to discounts offered in accordance with ITB14.4; (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34; (e) adjustment for nonconformities in accordance with ITB 31.3; and (f) application of all the evaluation factors indicated in Section 3(Evaluation and Qualification Criteria). <p>36.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.</p> <p>36.4 If this Bidding Document allows Bidders to quote separate prices for different contracts, and to award multiple contracts to a single Bidder, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Price Bid, is specified in Section 3 (Evaluation and Qualification Criteria).</p> <p>36.5 If the Bid for an two stage contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.</p>
37. Comparison of Bids	<p>37.1 The Employer shall compare all substantially responsive Bids to determine the lowest evaluated Bid, in accordance with ITB 36.2</p>
38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids	<p>38.1 The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities ,shall be promptly returned to the Bidders.</p>
	F. Award of Contract
39. Award Criteria	<p>39.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.</p>
40. Notification of Award	<p>40.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted.</p> <p>40.2 At the same time, the Employer shall also notify all other Bidders of the</p>

	<p>results of the bidding. The Employer will publish in an English language newspaper or well-known freely accessible website the results identifying the bid and lot numbers and the following information:</p> <p>(i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.</p> <p>After publication of the award, unsuccessful Bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.</p> <p>40.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.</p>
41. Signing of Contract	<p>41.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.</p> <p>41.2 Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.</p>
42. Performance Security	<p>42.1 Within 28 days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, subject to ITB 36.5, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Employer.</p> <p>42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event, the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.</p> <p>42.3 The above provision shall also apply to the furnishing of a domestic preference security, if so required.</p>

Section 2 - Bid Data Sheet

A. General

ITB 1.1	The number of the Invitation for Bids (IFB) is:	DOM/GMC/1387/2022/B3 dated: 30.06.2022
ITB 1.1	The Employer is:	The Director, Department of Museum, No 406, Pantheon Road, Egmore, Chennai – 600 008
ITB 1.1	The Name of the bidding process is	Preparation of DPR for Holistic upgradation and Display Arrangements in the Galleries of the Government Museums at Chennai, Kanchipuram, Nagapattinam, Villupuram and Ramanathapuram The identification number of the bidding process is: DOM/GMC/1387/2022/B3 The number and identification of lots comprising this bidding process is: One
ITB 2.1	The Funding Agencies are:	Government of Tamil Nadu
ITB 2.1	The name of the Project is:	Preparation of DPR for Holistic upgradation and Display Arrangements in the Galleries of the Government Museums at Chennai, Kanchipuram, Nagapattinam, Villupuram and Ramanathapuram

B. Contents of Bidding Documents

The Bid Documents are arranged in 2 Volumes

ITB 6.1 ITB 7.1	Volume 1 Technical Bid Consists of <div style="text-align: right;">PART I</div> <div style="text-align: center;">Bidding Procedures</div> <div style="text-align: right;">PART II</div> <div style="text-align: center;">Requirements</div> <div style="text-align: right;">PART III</div> <div style="text-align: center;">Conditions of Contract and Contract Forms</div>	Section 1 - Instructions to Bidders (ITB) Section 2 - Bid Data Sheet (BDS) Section 3 - Evaluation and Qualification Criteria (EQC) Section 4 - Bidding Forms (BDF) Part Section 5 - Eligible Countries (ELC) Section 6 –Employers Requirements (ERQ) Section 7 - General Conditions of Contract (GCC) Section 8 - Particular Conditions of Contract (PCC) Section 9 - Contract Forms (COF)
	Volume 2 Price Bid consists of Letter of price bid	Preamble to Bill of Quantities Bill of Quantities (BoQ)

	For clarification purposes only, the Employer's address is:	The Director, Department of Museum, No 406, Pantheon Road, Egmore, Chennai – 600 008. Phone No : 044-28193778, 044-28193238 Fax: 044-28193035 Email ID : govtmuse@tn.gov.in
	Requests for clarification should be received by the Employer not later than:	7 days before bid submission due date (Between 10:00 to 17.45 hours on working days).
ITB 7.4	A Pre-Bid meeting shall take place. Place:	Conference Hall, Government Museum, No 406, Pantheon Road, Egmore, Chennai – 600 008. Date: 06.07.2022 Time: 11.00 AM (In case this date is declared holiday then this event shall take place on next working day) A site visit shall not be organized by the Employer. However the Bidders are advised to visit the sites at their own cost to ascertain the ground reality before tendering. A list of contact persons shall be provided on request.
C. Preparation of Bids		
ITB 10.1	The language of the Bid is: English	
ITB 11.2 (g)	The Bidder shall submit with its Technical Bid the following additional documents: Nil	
ITB 11.3 (b)	In accordance with ITB 12 and ITB 14, the following schedules shall be submitted with the bid, including the priced Bill of Quantities for ad-measurement contracts schedules such as schedule of equipment, key personnel and subcontractors, and data on financial resources for meeting the required financial resources requirement that must be submitted with the Bid together with the price schedules separately	
ITB 11.3 (d)	The Bidder shall submit with its Price Bid the following additional documents: NIL	
ITB 12.1	The units and rates in figures entered into the Bill of Quantities and Day work Schedule should be typewritten or if written by hand, must be in print form. Bill of Quantities and Day work Schedule not presented accordingly may be considered nonresponsive.	
ITB 13.1	Alternative bids shall not be permitted.	
ITB 13.2	Alternative times for completion shall not be permitted. If alternative times for completion are permitted, the evaluation method will be as specified in Section 3 (Evaluation and Qualification Criteria).	
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: shall not be Permitted. If alternative technical solutions are permitted, the evaluation method will be as specified in Section 3 (Evaluation and Qualification Criteria).	
ITB 14.5	The prices quoted by the Bidder Shall be fixed and price adjustment clause is not applicable.	
ITB 15.1	The prices shall be quoted by the bidder and shall be paid in INR .	

ITB 18.1	The bid validity period shall be 120 days.	
ITB 19.1	The Bidder shall furnish a bid security for the amount – Rs. 50,000/-	
ITB 19.2	The ineligibility period will be: Not applicable	
ITB 19.4	Subject to the succeeding sentences, any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Employer as non responsive. If a Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder, the Employer shall request the Bidder to submit a compliant bid security within 14 days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.	
ITB 20.1	In addition to the original Bid, the number of copies is: One	
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: "an organizational document, board resolution or equivalent, or power of attorney, containing signatures of all the partners of single entity that will legally bind the Bidder."	
ITB 20.2	The Bidder shall submit an acceptable authorization within 14 days .	
	D. Submission and Opening of Bids	
ITB 21.1	Bidders Shall not have the option of submitting their Bids electronically.	
ITB 21.1	(b) If bidders shall have the option of submitting their Bids electronically, the electronic bidding submission procedures shall be Not applicable	
ITB 21.1	For bid submission purposes only, the Employer's address is: The Director, Department of Museum, No 406, Pantheon Road, Egmore, Chennai – 600 008. Phone No : 044-28193238, 044-28193778 Fax: 044-28193035 Email ID : govtmuse@tn.gov.in	The due date for bid submission is: Date: 20.07.2022 Time: up to 15.00 Hours
ITB 25.1	The opening of the Technical Bid shall take place at: Office of the Director, Department of Museums, Government Museum, No 406, Pantheon Road, Egmore, Chennai – 600 008. Phone No : 044-28193238, 044-28193778 Date: 20.07.2022 Time: 16.00 Hours.	
ITB 25.1	If electronic bid submission is permitted in accordance with ITB 21.1, the specific bid opening procedures shall be: Not applicable	
ITB 25.5	The Letter of Technical Bid shall be initialed by three (3) representatives of the Employer attending the Bid opening.	
ITB 25.10	The Letter of Price Bid and Schedules shall be initialed by. three (3) representatives of the Employer attending the Bid opening.	
	E. Evaluation and Comparison of Bids	
ITB 34.1	Conversion to Single Currency Not applicable .	
ITB 35.1	A margin of preference Shall not apply .	

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Section 3 - Evaluation and Qualification Criteria

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1. Evaluation

In addition to the criteria listed in ITB 36.2 (a)–(e), other relevant factors are as follows:

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 6 (Work's Requirements). Noncompliance with equipment and personnel requirements described in Section 6 (Employer's Requirements) shall not normally be a ground for bid rejection, and such noncompliance will be subject to clarification during bid evaluation and rectification prior to contract award

1.2 Completion Time Not Applicable

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows:

1.3 Technical Alternatives Not Applicable

Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows:

1.4 Quantifiable Nonconformities and Omissions

Subject to ITB 14.2 and ITB 36.2, the evaluated cost of quantifiable nonconformities including omissions, is determined as follows:

“Pursuant to ITB 31.3, the cost of all quantifiable nonmaterial nonconformities shall be evaluated, including omissions in Day work where competitively priced but excluding omission of prices in the Bill of Quantities. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of bids.”

1.5 Margin of Preference (Applicable for ICB only) Not Applicable

If a margin of preference shall apply under ITB 35.1, the procedure will be as follows as:

1.6 Multiple Contracts Not Applicable

Works are grouped in multiple contracts and pursuant to ITB 36.4, the Employer shall evaluate and compare Bids on the basis of a contract, or a combination of contracts, or as a total of contracts in order to arrive at the least-cost combination for the Employer by taking into account discounts offered by Bidders in case of award of multiple contracts. If a Bidder submits several successful (lowest evaluated substantially responsive) bids, the evaluation will also include an assessment of the Bidder's capacity to meet the following aggregated requirements as presented in the bid: [... Employer to list here the qualifying requirements set for individual contracts, i.e.]

- Average annual turnover,
- Financial resources,
- Equipment to be allocated, and
- Personnel to be fielded.

2. Qualification

It is the legal entity or entities comprising the Bidder, and not the Bidder's parent companies, subsidiaries, or affiliates, that must satisfy the qualification criteria described below.

2.1 Eligibility		
Criteria	Compliance requirement	Documents
Requirement	Single Entity	Submission Requirements
2.1.1 Nationality Nationality in accordance with ITB clause 4.	must meet requirement	Forms ELI – 1; ELI – 2 with attachments
2.1.2 Conflict of Interest No conflicts of interest in accordance with ITB clause 4	must meet requirement	Letter of Technical Bid
2.1.3 Eligibility Not having been declared ineligible by Government as described in ITB clause 4.	must meet requirement	Letter of Technical Bid
2.1.4 Government-Owned Enterprise Bidder required to meet conditions of ITB clause 4.5.	must meet requirement	Forms ELI - 1, ELI - 2 With attachments
2.2 Pending Litigation and Arbitration		
Pending litigation and arbitration criterion shall apply.		
Requirement	Single Entity	Submission Requirements
2.2.1 Pending Litigation and Arbitration All pending litigation and arbitration, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than 50% of the Bidder's net worth calculated as the difference between total assets and total liabilities.	must meet requirement by itself or as partner to past or existing Joint Venture	Form LIT - 1
2.3 Financial Situation		
Requirement	Single Entity	Submission Requirements
2.3.1 Historical Financial Performance Submission of audited financial statements or, other financial statements acceptable to the Employer, for the last three (3) Assessment years .	must meet requirement	Form FIN - 1 With attachments
2.3.2 Average Annual Turnover Minimum average annual turnover of RS 20 lakhs, calculated as total certified payments received for contracts in progress or completed, within the last 3 assessment years.	must meet requirement	Form FIN - 2

2.3.3 Financial Resources The Bidder must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its current contract commitments defined in FIN - 4, meet or exceed the total requirement for the Subject Contract	must meet requirement	Form FIN – 3 and Form FIN – 4
2.4 Preparation of DPR for Museum Galleries Experience		
Requirement	Single Entity	Submission Requirements
2.4.1 Contracts of Similar Size and Nature Execution of at least one work that has been successfully completed within the last 7 years that is similar to the proposed works, where the value of the work (DPR) exceeds or equal to INR. 5 crore , the similarity of the Bidder's participation shall be based on the nature of works, complexity, methods, technology or other characteristics as described in Section 6 (Employer's requirements).	must meet requirement	Form EXP - 1
2.4.2 The bidder should be a Registered Company for the past 5 years	must meet requirement	Form EXP - 2
2.4.4 The bidder should have received meritorious awards/ acknowledgements from past clients that has to be provided.	must meet requirement	Form EXP - 2
2.4.5 The bidder/ personnel in the company should have adequate educational qualification in the relevant field	must meet requirement	Form EXP - 2
2.4.6 The bidder should have executed at least one project for Central/ State/ Union territory Government Department; nature of works, complexity, methods, technology or other characteristics as described in Section 6 (Employer's requirements).	must meet requirement	Form EXP - 2

Criteria Compliance Requirements Documents

Section 4 - Bidding Forms

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Letter of Technical Bid

The bidder must accomplish the Letter of Technical Bid on its letterhead clearly showing the bidder's complete name and address.

Date:

NCB No.: DOM/GMC/1387/2022/B3

Invitation for Bid No.: DOM/GMC/1387/2022/B3, Dated: 30.06.2022

To,
The Director,
Department of Museum,
No 406, Pantheon Road, Egmore,
Chennai – 600 008.
Phone No: 044-28193778,044-28193238
Email ID : govtmuse@tn.gov.in

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
“Preparation of DPR for Holistic upgradation and Display Arrangements in the Galleries of the Government Museums at Chennai, Kanchipuram, Nagapattinam, Villupuram and Ramanathapuram”.
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of [. . . insert bid validity period as specified in ITB 18.1 of the BDS . . .] days from the date fixed for the bid submission due date in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) Our firm, including any Subcontractors or Suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4
- (e) We, including any Subcontractors or Suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.
- (f) We are not participating, as a Bidder in more than one Bid in this bidding process in accordance with ITB 4.(e), other than alternative offers submitted in accordance with ITB 13.
- (g) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.
- (h) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].¹
- (i) We agree to permit Museum or its representative to inspect our accounts and records and Other documents relating to the bid submission and to have them audited by auditors appointed by the Museum.
- (j) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Employer's Requirements) and our technical proposal, or as otherwise agreed with the Employer.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf ofDate

¹ Use one of the two options as appropriate.

Bid Security Bank Guarantee

Bank's name, and address of issuing branch or office¹

Beneficiary: The Director, Department of Museum,
No 406, Pantheon Road, Egmore, Chennai – 600 008.

Date:

Bid Security No.:

We have been informed that name of the bidder. (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution **Preparation of DPR for Holistic upgradation and Display Arrangements in the Galleries of the Government Museums at Chennai, Kanchipuram, Nagapattinam, Villupuram and Ramanathapuram** under **Invitation for Bid's** No: DOM/GMC/1387/2022/B3 Dated: 30.06.2022.

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we name of bank. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of **INR 50,000/-** (Rupees fifty thousand only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Letter of Technical Bid and Letter of Price Bid; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or

having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance

Security, in accordance with the ITB, or (iii) fails or refuses to furnish the domestic preference security, if required.

This guarantee will expire (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder, or (ii) 28 days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.¹

..... Authorized signature(s) and bank's seal (where appropriate)
-- Note --

Bid-Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a bid for an alternative]*

To: *[insert complete name of the employer]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Museum for the period of time of *[insert the number of months or years indicated in ITB 19.2 of the BDS]* starting on the date that we receive a notification from the Employer, if we are in breach of our obligation(s) under the bid conditions, because we

1) have withdrawn our Bid during the period of bid validity specified in the Letter of Technical Bid and Letter of Price Bid; or

2) do not accept the correction of errors in accordance with the Instruction to Bidders (hereinafter "the ITB"); or

3) having been notified of the acceptance of our Bid by the Employer during the period of bid validity,

- (i) fail or refuse to execute the Contract, if required,
- (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB, or
- (iii) fail or refuse to furnish the Domestic Preference Security, if required.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) 28 days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid-Securing Declaration]*

Name: *[insert complete name of person signing the Bid-Securing Declaration]*

Duly authorized to sign the bid for and on behalf of *[insert complete name of the bidder]*

Dated on _____ day of _____, _____

Corporate Seal *[where appropriate]*

-- Note --

¹ All italicized text is for use in preparing this form and shall be deleted from the final document.

Technical Proposal

Personnel

Form PER – 1: Proposed Personnel(*As listed in Section 6 (Employer's Requirements).

Bidder should provide the details of the proposed personnel and their experience record in the relevant Information Forms below for each candidate:

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name
Etc.	Title of position*
	Name

Form PER – 2: Resume of Proposed Personnel

The Bidder shall provide all the information requested below. Use one form for each position.

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	Address of employer
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant Technical and Management Experience

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
Bidder's legal Address of constitution	
Bidder's legal year of constitution	
Bidder's authorized representative (name, address, telephone number(s), fax number(s), email address)	

Attach copies of the following documents.

- ☐ 1. For single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB4.1 and 4.2.
- ☐ 2. Authorization to represent the firm named above, in accordance with ITB 20.2.
- ☐ 3. In case of a government-owned enterprise, additional documents not covered under 1 above required to comply with ITB 4.5.

Form BPQ Bidder's pre qualifications criteria's supporting Documents details:

All the Bidder has to fill and ensure the enclosure of relevant mentioned documents in sequence as mentioned below as per ITR clause 4 and E&QC 2.4:

S. No	Required pre-qualification	Name/ Detail of the document
1.	The bidder should be a registered Architect firm for the past 5 years	
2.	The bidder should have received meritorious awards/ acknowledgements from past clients, that has to be enclosed.	
3.	The bidder/ personnel in the company should have adequate educational qualification by recognized courses.	
4.	The bidder should have adequate experience in the preparation of Detailed Project Report (DPR) for Museum Galleries on par with International Standards etc. photographs and proof of the same are to be attached along with the technical bid.	
5.	The Bidder should have executed single DPR order worth not less than Rupees five crore in the past 7 years. The completion Certificate/ Performance Certificate from the customer should be produced.	
6.	The bidder should have executed at least one project for Central/ State/ Union territory Government Department; nature of works, complexity, methods, technology or other characteristics as described in Section 6 (Employer's requirements).	

Form LIT – 1: Pending Litigation and Arbitration

Each Bidder must fill out this form if so required under Criterion 2.2 of Section 3 (Evaluation and Qualification Criteria) to describe any pending litigation or arbitration formally commenced against it.

Choose one of the following:

- ☐ No pending litigation and arbitration.
- ☐ Below is a description of all pending litigation and arbitration involving the Bidder

Year	Matter in Dispute	Value of Pending Claim in INR Equivalent	Value of Pending Claim as a Percentage of Net Worth

- This form shall only be included if Criterion 2.2 of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form FIN - 1: Historical Financial Performance

Each Bidder must fill out this form.

Financial Data for previous years in INR		
Year 1:	Year 2:	Year 3:

Information from Balance Sheet

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA – TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA – CL			
Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN - 3	

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last ____ years, as indicated above, complying with the following conditions:

- ❖ Unless otherwise required by Section 3 of the Bidding Document, all such documents reflect the financial situation of legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
- ❖ Historical financial statements must be audited by a certified accountant.
- ❖ Historical financial statements must be complete, including all notes to the financial statements.
- ❖ Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form FIN - 2: Average Annual Turnover in the relevant field

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for work in progress or completed.

Annual Turnover Data for the last ...3.....Assessment years (Conservation / Restoration/ Renovation of Heritage Buildings)				
Year	Design	Display	Execution	Total in INR
Average Annual Turnover				

Form FIN – 3: Availability of Financial Resources

Bidder must demonstrate sufficient financial resources, usually comprising of Working Capital supplemented by credit line statements or overdraft facilities and others to meet the Bidder's financial requirements for

- (a) its current contract commitments, and
- (b) the subject contract.

Financial Resources		
S. No.	Source of financing	Amount in INR
1.	Working Capital (to be taken from FIN - 1)	
2.	Credit Line ^a	
3.	Other Financial Resources	
	Total Available Financial Resources	

Financial Resources

^a
To be substantiated by a letter from the bank issuing the line of credit.

Form FIN- 4: Financial Resources Requirement

Bidders should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

No.	Name of Contract and date of commencement	Employer's Contact (Address, Tel, Fax)	Contract Completion Date	Outstanding Contract Value (X) a	Remaining Contract Period in months (Y) b	Monthly Financial Resources Requirement (X / Y)
1.						
2.						
3.						
4.						
Total Monthly Financial Requirements for Current Contract Commitments in INR						

a Remaining outstanding contract values to be calculated from 28 days prior to the bid submission due date (\$ equivalent based on the foreign exchange rate as of the same date).

b Remaining contract period to be calculated from 28 days prior to bid submission due date.

Form FIN - 5: Self-Assessment Tool for Bidder's Compliance to Financial Resources (Criterion 2.3.3 of Section 3)

This form requires the same information submitted in Forms FIN - 3 and FIN - 4. All conditions of "Available Financial Resources Net of CCC \geq Requirement for the Subject Contract" must be satisfied to qualify.

For Single Entities

For Single Entities: (A)	Total Available Financial Resources from FIN – 3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 4 (C)	Available Financial Resources Net of CCC D = (B - C)	Requirement for the Subject Contract (E)	Results: Yes or No [D must be greater than or equal to E] (F)
(Name of Bidder) . . .					

Form FIN – 5 is made available for use by the bidder as a self-assessment tool, and by the employer as an evaluation work sheet, to determine compliance with the financial resources requirement as stated in 2.3.3. Failure to submit Form FIN - 5 by the Bidder shall not lead to bid rejection.

Form EXP – 1: Contracts of Similar Size and Nature Fill up one (1) form per contract.

Contracts of Similar Size and Nature		
Contract No of	Contract Identification	
Award Date	Completion Date	
Total Contract Amount in INR		
If partner in a Joint Venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone/Fax Number E-mail		
Description of the Similarity in Accordance with Criterion 2.4.1 of Section 3 (Evaluation and Qualification Criteria)		
Participation in at least one work that has been successfully completed within the last 7 years, that is similar to the proposed works, where the value of the Bidder's participation exceeds or equal to INR 5 crore .		

Qualification

Form EXP - 2: Preparation of DPR for Class Museum Galleries

Activities - Fill up one (1) form per contract.

Contract No of	Contract Identification	
Award Date	Completion Date	
Total Contract Amount in INR		
If the concern has to, specify its participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone/Fax Number E-mail		

Activity Schedule – Not Applicable.

[Schedules of Prices – Lump Sum Contract]

The Employer shall indicate the list of major activities comprising the works and the number of measurement units consistent with the description of works, drawings, and specifications in Section 6(Employer's Requirements). Each work item shall be described in sufficient detail to provide clear guidance to Bidders with respect to the type of works, their scope and complexity, and compliance with the required standards.

Bidders are required to enter the prices against each work item on a lump sum basis. Work items against which no lump sum price is entered by the Bidder will not be paid by the Employer when executed and shall be deemed covered by other work items against which the lump sum prices were entered. The sum of prices entered against each work item will represent the total bid price.

The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the Activity Schedule, and where no Items are provided, the cost shall be deemed to be distributed among the Amounts for the related Items of Work.

Bill of Quantities - DPRs

Sl.No	Description	Details
1	Preparation of DPR for Bronze Galleries, Government Museum, Chennai	DPR, Supervision and Monitoring
2	Preparation of DPR for Galleries of the Government Museum, Kanchipuram	DPR, Supervision and Monitoring
3	Preparation of DPR for Galleries of the Government Museum, Nagapattinam ,	DPR, Supervision and Monitoring
4	Preparation of DPR for Galleries of the Government Museum, Villupuram	DPR, Supervision and Monitoring
5	Preparation of DPR for Galleries of the Government Museum, Ramanathapuram	DPR, Supervision and Monitoring

Section 5 - Eligible Countries

This section contains the list of eligible countries.

INDIA only

Section 6 - Works Requirements

This Section contains the Description of Work, Specification, Environment Management Plan, Supplementary information and Drawings that details the requirements of Works to be procured in the DPR.

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1.0 Description of work

1.1 NAME OF WORK:

Preparation of DPR for Holistic upgradation and Display Arrangements in the Galleries of the Government Museums at Chennai, Kanchipuram, Nagapattinam, Villupuram and Ramanathapuram

1.2 Project Background:

The Madras museum (**Government Museum at Egmore, Chennai**) being the second oldest Museum in India, housed in a building which dates back to over 200 years, is rich in significance not only for its historic and architectural values but also for the immense wealth lying in the antiquities exhibited here. The proposed Plan envisions a sustainable future for the cultural resource of this historic site and its environs by following a holistic approach that does not neglect any aspect that would help in enriching the values and significance of the museum.

Project Brief Need for a Heritage Management Plan:

The museum caters to about thousand visitors a day on a yearly average. The building is managed by the Department of Museums, Government of Tamil Nadu. The buildings in the campus are maintained by the Public Works Department, Chennai. The historic structures in the campus have undergone repair works throughout the life of the building. While these repair works were much needed, the process of repair/intervention strategy has been un-favorable to the historic fabric of the building on some occasions leaving behind some permanent scars on the structure.

The building itself is a Museum for understanding the architectural heritage of Colonial India and requires to be restored as per original to reinstate its visual and historic integrity. Also well conserved buildings contribute a lot to the visitor ambience of museums. Any development plan which ignores the historic fabric and concentrates only the artefacts and displays may fail to capture the interest of the audience due to the lack of essence. Hence a well phased out Heritage management plan, which follows a multi-disciplinary approach will go a long way in upgrading the museum to world class standards.

Methodology:

A group of conservation architects, architects, structural engineers, art conservator, stained glass conservator and quantity surveyors were part of the team. The study and assessment of this large complex of buildings was divided into three stages

1. Documentation,
2. Condition Assessment,
3. Intervention mapping.

The first step involved in the Documentation was preparation of base drawings. On the other hand, collection of archival material was begun to support the findings of site inspection during this stage. This was followed by assessment of the condition of each area in detail and mapping of defects on the base drawings. The building was surveyed in a holistic manner.

A complete inventory of the condition and defects or structural issues was made room wise and the same was mapped to comprehend the issues affecting the various parts of the building. While each of the rafters could not be inspected, the team assessed all spaces on various levels, roof levels, open terraces and facade.

This included the ceiling, roofs, walls, openings, floorings and ornamental features. A photographic documentation of the problems, room wise was also recorded; an inventory on the same has been prepared in correlation with the observations. Not limiting it to the structural issues, a museum professional, an art conservation team and stained glass conservator were also engaged to provide expert opinions on suggestive planning, the conservation of stained glass and the ceiling.

This report that includes observations, inventory of defects and photographic documentation will be supported with Bill of Quantities and specifications based on traditional materials that were used in the construction of this heritage building. Like any historic building, the museum too bears the brunt of developments in services like plumbing and electrification.

1.3 SCOPE OF WORK

The approach to be followed for the up-gradation of the Government Museum is an integrated/ multi-disciplinary approach which takes into consideration several ideas and philosophies that contribute to converting this into a museum of international standards.

- ❖ The vision behind this project is to create an environment which is conducive for human interaction and provide a platform to develop the museum into a space which has entertainment and educational values.
- ❖ To provide well curated Galleries in class interior finishing, that will increase the visitor foot print to the Museum with a captivating art experience.
- ❖ To inculcate visitors on the historicity of the place and the cultural values associated with it on par with International standards.
- ❖ This approach, with an inherent respect for maintaining a standard of integrity, will inform the design of exhibits, narratives, branding, site management and other aspects of the up gradation of the Museum.
- ❖ It involves the following that should be addressed in the DPR:

Repair and renovation of proposed buildings if necessary.

Curative design for Galleries

Theme for display of artefacts and science exhibits

Illumination arrangements

Visitors facility

Every aspects of a Museum Galleries with modern gadgets

Time line for execution

All the quoted rates should be as per current Schedule of Rates (SoR) of the PWD

2.0 Specifications

2.1 Standards

- a. The latest specifications of TNSS (Tamil Nadu Standard Specification) as prepared and published by Public Works Department, Govt. of Tamil Nadu, shall be construed to be a part of the tender. These shall be followed in respect of all materials, workmanship and various tests to be performed and the acceptance criteria.
- b. In respect of certain items, where Public Works Department, Govt. of Tamil Nadu specifications are either not available or do not serve the intent of design, The work will be carried out as per latest specifications of CPWD, Indian Standards & National building code, Govt. of India.
- c. Where Specifications are still found wanting, the latest provisions of National Building Code of India / I.S /CPWD, Govt. of India
- d. The requirement of these specifications shall be fulfilled by the Contractor within his tendered rates. The items quoted shall be deemed to have taken these specifications into account.
- e. Where the relevant standard provides for the furnishing of a certificate to the Employer, at his request, stating that the materials supplied comply in all respects with the standard, the contractor shall obtain the certificate and forward it to the Project Architect.
- f. If no standard is indicated, the relevant Indian Standard, if any, shall apply. Indian Standards are published by:
Indian Standards Institution, Manak Bhavan,9, Bahadur Shah Zafar Marg,
NEW DELHI – 110 002.
- g. In case of discrepancy between the Technical Specification and the Standards referred to herein, the Technical Specification shall govern.

2.2 Sampling and testing of materials

- a. The contractor shall submit samples of such materials as may be required by the Museum for Quality Assurance and shall carry out the specified tests directed by the Project In charge/ Conservation Architect at the site or at the supplier's premises or at a laboratory approved by the Authorities.
- b. Samples shall be submitted and tests carried out sufficiently early to enable further samples to be submitted and tested if required by the Museum for Quality Assurance.
- c. Final specifications of the construction materials, to be used for construction work, should be based on laboratory tests to ensure that they comply with the standards.
- d. The contractor shall give seven days notice of the date on which any of the materials will be ready for testing or inspection prior to carry out such a test on a mutually agreed upon date.
- e. The contractor shall in any case submit to the Project in charge within seven days of every test such number of certified copies (not exceeding three) of the test readings as the Museum may require.
- f. The provisions of this clause shall also apply to materials supplied under any nominated sub-contract.

2.3 Provisional sum:

The DPR should include provisions for the followings:

- a. Supply and fixing of water supply,
- b. Provisional sum towards specials items
- c. Labour Welfare fund,
- d. Petty supervision charge & contingencies and
- e. Unforeseen item of works

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General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms

- a) The **Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- b) The **Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- c) The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 29.1 [Appointment of Adjudicator] hereunder.
- d) **Bank** means the financing institutions named in the **Particular Conditions of Contract (PCC)**.
- e) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- f) **Compensation Events** are those defined in GCC 51.1[Compensation Events] hereunder.
- g) The **Completion Date** is the date of completion of the Works as certified by the Project Architect, in accordance with GCC69.1 [Completion].
- h) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 below.
- i) The **Contractor** is the party whose Bid to carry out the Works has been accepted by the Employer.
- j) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.
- k) The **Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- l) **Days** are calendar days; months are calendar months.
- m) **Day works** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- n) A **Defect** is any part of the Works not completed in accordance with the Contract.
- o) The **Defects Liability Certificate** is the certificate issued by the Project Architect upon correction of defects by the Contractor.
- p) The **Defects Liability Period** is the period calculated from the Completion Date where the Contractor remains responsible for remedying defects.
- q) **Drawings** include calculations and other information provided or approved by the Project Architect for the execution of the Contract.
- r) The **Employer** is the party who employs the Contractor to carry out the Works, as specified in the **PCC**.
- s) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- t) **Force Majeure** means an exceptional event or circumstance :which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.

- u) **In writing** or **written** means hand-written, type-written, printed or electronically made, and resulting in a permanent record.
- v) The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
- w) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the **PCC**. The Intended Completion Date may be revised only by the Project Architect by issuing an extension of time or an acceleration order.
- x) **Letter of Acceptance** means the formal acceptance by the Employer of the Bid and denotes the formation of the Contract at the date of acceptance.
- y) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- z) **Party** means the Employer or the Contractor, as the context requires.
- aa) **PCC** means Particular Conditions of Contract.
- bb) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- cc) The **Project Architect** is the person named in the **PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Architect) who is responsible for supervising the execution of the Works and administering the Contract.
- dd) **Retention Money** means the aggregate of all monies retained by the Employer pursuant to GCC 55.1 [Retention].
- ee) **Schedules** means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Tender, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and /or prices.
- ff) The **Site** is the area defined as such in the **PCC**.
- gg) **Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- hh) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Architect.
- ii) The **Start Date** is given in the **PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- jj) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- kk) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- ll) A **Variation** is an instruction given by the Project Architect which varies the Works.
- mm) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the **PCC**.

2. Interpretation

1. In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Architect shall provide instructions clarifying queries about these GCC.
2. If sectional completion is specified in the **PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
3. The documents forming the Contract shall be interpreted in the following order of priority:
- 4.

- (a) Contract Agreement,
- (b) Letter of Acceptance,
- (c) Letter of Bid,
- (d) Particular Conditions of Contract,
- (e) the List of Eligible Countries that was specified in Section 5 of the bidding document,
- (f) General Conditions of Contract,
- (g) Specifications,
- (h) Drawings,
- (i) Completed Activity Schedules or Bill of Quantities, and
- (j) any other document listed in the **PCC** as forming part of the Contract.

3. Language and Law

1. The language of the Contract and the law governing the Contract are stated in the **PCC**.
2. Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from, or any payments to, a particular country, person, or entity. Where the borrower's country prohibits payments to a particular firm or for particular goods by such an act of compliance, that firm may be excluded.

4. Contract Agreement

1. The Parties shall enter into a Contract Agreement within 28 days after the Contractor receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Contract Agreement shall be based upon the attached Contract forms in Section 8.
2. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.

5. Assignment

1. Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract.
2. However, either Party(a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party; and(b) may, as security in favor of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.

6. Care and Supply of Documents

1. The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.
2. Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer six copies of each of the Contractor's Documents.
3. The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times.
4. If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.

7. Confidential Details

1. The Contractor's and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Contractor's compliance with the Contract and allow its proper implementation.

2. Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.
3. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this Clause.

8. Compliance with Laws

8.1 The Contractor shall, in performing the Contract, comply with applicable Laws.

8.2 Unless otherwise stated in the Particular Conditions, (a) the Employer shall acquire and pay for all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the [Employer's Country or country where the Site is located] which (i) such authorities or undertakings require the Employer to obtain in the Employer's name, and (ii) are necessary for the execution of the Contract, including those required for the performance by both the Contractor and the Employer of their respective obligations under the Contract; (b) the Contractor shall acquire and pay for all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the [Employer's Country or country where the Site is located] which such authorities or undertakings require the Contractor to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, visas for the Contractor's and Subcontractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Employer under Sub clause 8.2(a) here of and that are necessary for the performance of the Contract. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Employer or its personnel, including the Subcontractors and their personnel, but without prejudice to Sub clause 8.1 hereof.

9. Joint and Several Liability

9.1 If the Contractor is two or more persons, all such persons shall be jointly and severally liable to the Employer for the fulfillment of the provisions of the Contract, and shall designate one of such persons to act as a leader with authority.

10. Project Architect's Decisions

10.1 Except where otherwise specifically stated, the Project Architect shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

11. Delegation

11.1 The Project Architect may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

12. Communications

12.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

13. Subcontracting

13.1 The Contractor may subcontract with the approval of the Project Architect, but may not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor's obligations.

14. Other Contractors

14.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the **PCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

15. Personnel and Equipment

15.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid to carry out the functions stated in the Schedule or other personnel and equipment approved by the Project Architect. The Project Architect shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

15.2 If the Project Architect asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within 7 days and has no further connection with the work in the Contract.

15.3 If the Employer, Project Architect, or Contractor determines, that any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or other prohibited practices during the execution of the Works, then that employee shall be removed in accordance with Clause 15.2 above.

16. Employer's and Contractor's Risks

16.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

17. Employer's Risks

17.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks: (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor. (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

17.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to (a) a Defect which existed on the Completion Date, (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or (c) the activities of the Contractor on the Site after the Completion Date.

18. Contractor's Risks

18.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks, are Contractor's risks.

19. Insurance

19.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the **PCC** for the following events, which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) personal injury or death.

19.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Architect for the Project Architect's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

19.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance, which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

19.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Architect.

19.5 Both parties shall comply with any conditions of the insurance policies.

20. Site Investigation Reports

20.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the **PCC**, supplemented by any information available to the Contractor.

21. Contractor to Construct the Works

21.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

22. The Works to be Completed by the Intended Completion Date

22.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Architect, and complete them by the Intended Completion Date.

23. Designs by Contractor and Approval by the Project Architect

23.1 The Contractor shall carry out design to the extent specified in the **PCC**. The Contractor shall promptly submit to the Employer all designs prepared by him. Within 14 days of receipt, the Employer shall notify any comments. The Contractor shall not construct any element of the permanent work designed by him within 14 days after the design has been submitted to the Employer or where the design for that element has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on, taking these comments into account as necessary.

23.2 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Architect, who is to approve them if they comply with the Specifications and Drawings. 23.3 The Contractor shall be responsible for design of Temporary Works.

23.4 The Project Architect's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

23.5 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

23.6 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Architect before this use.

24. Safety

24.1 The Contractor shall be responsible for the safety of all activities on the Site.

25. Discoveries

25.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Architect of such discoveries and carry out the Project Architect's instructions for dealing with them.

26. Possession of the Site

26.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the **PCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

27. Access to the Site

27.1 The Contractor shall allow the Project Architect and any person authorized by the Project Architect access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

28. Instructions, Inspections, and Audits

28.1 The Contractor shall carry out all instructions of the Project Architect, which comply with the applicable laws where the Site is located.

28.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub consultants to keep accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.

28.3 The Contractor shall permit to inspect the Contractor's accounts, records, and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed.

28.4 The Contractor shall maintain all documents and records related to the Contract for a period of three (3) years after completion of the Works. The Contractor shall provide any documents necessary for the investigation of allegations of fraud, collusion, coercion, or corruption and require its employees or agents with knowledge of the Contract to respond to questions.

29. Appointment of the Adjudicator

29.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the **PCC**, to appoint the Adjudicator within 14 days of receipt of such request.

29.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 14 days of receipt of such request.

30. Procedure for Disputes

30.1 If the Contractor believes that a decision taken by the Project Architect was either outside the authority given to the Project Architect by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Architect's decision.

30.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

30.3 The Adjudicator shall be paid by the hour at the rate specified in the **PCC**, together with reimbursable expenses of the types specified in the **PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

30.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified in the **PCC**.

B. Staff and Labor

31. Forced Labor

31.1 The Contractor shall not employ forced labor, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty. This covers any kind of involuntary or compulsory labor, such as indentured labor, bonded labor, or similar labor—contracting arrangements.

32. Child Labor

32.1 The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where national laws have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.

33. Workers' Organizations

33.1 In countries where national law recognizes workers' rights to form and to join workers' organizations of their choosing without interference and to bargain collectively, the Contractor shall comply with national law. Where national law substantially restricts workers' organizations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. In either case described above, and where national law is silent, the Contractor shall not discourage the Contractor's Personnel from forming or joining workers' organizations of their choosing or from bargaining collectively, and shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organizations and bargain collectively. The Contractor shall engage with such workers representatives. Worker organizations are expected to fairly represent the workers in the workforce.

34. Nondiscrimination and Equal Opportunity

34.1 The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. In countries where national law provides for non-discrimination in employment, the Contractor shall comply with national law. When national laws are silent on nondiscrimination in employment, the Contractor shall meet this Sub clause's requirements. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.

C. Time Control

35. Program

35.1 Within the time stated in the **PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Architect for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

35.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

35.3 The Contractor shall submit to the Project Architect for approval an updated Program at intervals no longer than the period stated in the **PCC**. If the Contractor does not submit an updated Program within this period, the Project Architect may withhold the amount stated in the **PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Architect.

35.4 The Project Architect's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Architect again at any time. A revised Program shall show the effect of Variations and Compensation Events.

36. Extension of the Intended Completion Date

36.1 The Project Architect shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

36.2 The Project Architect shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Architect for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

37. Acceleration

37.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Architect shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

37.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

38. Delays Ordered by the Project Architect

38.1 The Project Architect may instruct the Contractor to delay the start or progress of any activity within the Works.

39. Management

39.1 Either the Project Architect or the Contractor may require the other to attend a management meeting. The business of a management Meetings: Meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

39.2 The Project Architect shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken, shall be decided by the Project Architect either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

40. Early Warning

40.1 The Contractor shall warn the Project Architect at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Architect may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

40.2 The Contractor shall cooperate with the Project Architect in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Architect.

D. Quality Control

41. Identifying Defects

41.1 The Project Architect shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Architect may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Architect considers may have a Defect.

42. Tests

42.1 If the Project Architect instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

43. Correction of Defects

43.1 The Project Architect shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the **PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

43.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Architect's notice.

44. Uncorrected Defects

44.1 If the Contractor has not corrected a Defect within the time specified in the Project Architect's notice, the Project Architect shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

E. Cost Control

45. Contract Price

45.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

45.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

46. Changes in the Contract Price

46.1 In the case of an admeasurement contract:

- a. If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25%, provided the change exceeds 1% of the Initial Contract Price, the Project Architect shall adjust the rate to allow for the change.
- b. The Project Architect shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15%, except with the prior approval of the Employer.
- c. If requested by the Project Architect, the Contractor shall provide the Project Architect with a detailed cost breakdown of any rate in the Bill of Quantities.

46.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

47. Variations

47.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.

47.2 The Contractor shall provide the Project Architect with a quotation for carrying out the Variation when requested to do so by the Project Architect. The Project Architect shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Architect and before the Variation is ordered.

47.3 If the Contractor's quotation is unreasonable, the Project Architect may order the Variation and make a change to the Contract Price, which shall be based on the Project Architect's own forecast of the effects of the Variation on the Contractor's costs.

47.4 If the Project Architect decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

47.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

47.6 In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Architect, the quantity of work above the limit stated in GCC 46.1 [Changes in the Contract Price] or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to

calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

48. Cash Flow Forecasts

48.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Architect with an updated cash flow forecast. The cash flow forecast shall include currencies, as defined in the Contract.

49. Payment Certificates

49.1 The Contractor shall submit to the Project Architect monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

49.2 The Project Architect shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

49.3 The value of work executed shall be determined by the Project Architect.

49.4 The value of work executed shall comprise,

- (a) in the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or
- (b) in the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.

49.5 The value of work executed shall include the valuation of Variations and Compensation Events.

49.6 The Project Architect may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

50. Payments

50.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Architect within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

50.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

50.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

50.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

51. Compensation Events

51.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC 26.1 [Possession of the Site].
- (b) The Employer modifies the Schedule of Other Contractors in away that affects the work of the Contractor under the Contract.

- (c) The Project Architect orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (d) The Project Architect instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Architect unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Architect gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Architect unreasonably delays issuing a Certificate of Completion.

51.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Architect shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

51.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Architect, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Architect shall adjust the Contract Price based on the Project Architect's own forecast. The Project Architect shall assume that the Contractor shall react competently and promptly to the event.

51.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Architect.

52. Tax

52.1 The Project Architect shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 54.1 [Price Adjustment].

53. Currencies

53.1 Where payments are made in currencies other than the currency of the Employer's country specified in the **PCC**, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

54. Price Adjustment

54.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the **PCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency.

It does not arise for case as in INR.

55. Retention

55.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the **PCC** until Completion of the whole of the Works.

55.2 Upon the issue of a Certificate of Completion of the Works by the Project Architect, in accordance with GCC 69.1 [Completion], half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Architect has certified that all Defects notified by the Project Architect to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" bank guarantee.

56. Liquidated Damages

56.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the **PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **PCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

56.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Architect shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the over payment, calculated from the date of payment to the date of repayment, at the rates specified in GCC 50.1 [Payments].

57. Bonus

57.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the **PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Architect shall certify that the Works are complete, although they may not be due to be complete.

58. Advance Payment

58.1 The Employer shall make advance payment to the Contractor of the amounts stated in the **PCC** by the date stated in the **PCC**, against provision by the Contractor of an unconditional bank guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

58.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Architect.

58.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

59. Securities

59.1 The Performance Security - 2% of the contract value shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the **PCC**, by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a bank guarantee.

60. Day works

60.1 If applicable, the Day works rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Architect has given written instructions in advance for additional work to be paid for in that way.

60.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Architect. Each completed form shall be verified and signed by the Project Architect within 2 days of the work being done.

60.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

61. Cost of Repairs

61.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

F. Force Majeure

62. Definition of Force Majeure

62.1 In this Clause, "Force Majeure" means an exceptional event or circumstance, (a) which is beyond a Party's control; (b) which such Party could not reasonably have provided against before entering into the Contract; (c) which, having arisen, such Party could not reasonably have avoided or overcome; and (d) which is not substantially attributable to the other Party.

62.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied: (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies; (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war; (c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel; (d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity; and (e) natural catastrophes such as earthquake, hurricane, typhoon, or volcanic activity.

63. Notice of Force Majeure

63.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

63.2 The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.

63.3 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

64. Duty to Minimize Delay

64.1 Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure.

64.2 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

65. Consequences of Force Majeure

65.1 If the Contractor is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given under GCC Sub clause 63 [Notice of Force Majeure], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to GCC Sub clause 30.1 [Procedure for Disputes] to (a) an extension of time for any such delay, if completion is or will be delayed, under GCC Sub clause 36 [Extension of the Intended Completion Date]; and (b) if the event or circumstance is of the kind described in subparagraphs (a) to (d) of GCC Sub clause 62.2 [Definition of Force Majeure] and, in the case of subparagraphs (b) to (d), occurs in the Country, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in GCC Sub clause 19 [Insurance].

65.2 After receiving this notice, the Project Architect shall proceed in accordance with GCC Sub clause 10 [Project Architect's Decisions] to agree or determine these matters.

66. Force Majeure Affecting Sub-contractor

66.1 If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader Force Majeure events or circumstances shall not excuse the Contractor's nonperformance or entitle him to relief under this Clause.

67. Optional Termination, Payment and Release

67.1 If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under GCC Sub clause 63 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with GCC Sub clause 73.5 [Termination].

67.2 Upon such termination, the Project Architect shall determine the value of the work done and issue a Payment Certificate, which shall include (a) the amounts payable for any work carried out for which a price is stated in the Contract; (b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal; (c) other Costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works; (d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and (e) the Cost of repatriation of the Contractor's staff and labor employed wholly in connection with the Works at the date of termination.

68. Release from Performance

68.1 Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises, which makes it impossible or unlawful for either or both Parties to fulfill its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance, (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract; and (b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under GCC Sub clause 67 [Optional Termination, Payment and Release] if the Contract had been terminated under GCC Sub clause 67.

G. Finishing the Contract

69. Completion

69.1 The Contractor shall request the Project Architect to issue a certificate of Completion of the Works, and the Project Architect shall do so upon deciding that the work is completed.

70. Taking Over

70.1 The Employer shall take over the Site and the Works within 7 days of the Project Architect's issuing a certificate of Completion.

71. Final Account

71.1 The Contractor shall supply the Project Architect with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Architect shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Architect shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Architect shall decide on the amount payable to the Contractor and issue a payment certificate.

72. Operating and Maintenance Manuals

72.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the **PCC**.

72.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the **PCC** pursuant to GCC 72.1, or they do not receive the Project Architect's approval, the Project Architect shall withhold the amount stated in the **PCC** from payments due to the Contractor.

73. Termination

73.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

73.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Architect;
- (b) the Project Architect instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- d. the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- d) a payment certified by the Project Architect is not paid by the Employer to the Contractor within 84 days of the date of the Project Architect's certificate;
- e. the Project Architect gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Architect;
- f. the Project Architect gives two consecutive Notices to update the Program and accelerate the works to ensure compliance with GCC Sub clause 22.1 [The Works to be Completed by the Intended Completion Date] and the Contractor fails to update the Program and demonstrate acceleration of the works within a reasonable period of time determined by the Project Architect;

g. the Contractor does not maintain a Security, which is required;

(h) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the **PCC**; and

(i) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 74.1 [Fraud and Corruption].

73.3 When either party to the Contract gives notice of a breach of Contract to the Project Architect for a cause other than those listed under GCC73.2 above, the Project Architect shall decide whether the breach is fundamental or not. 73.4 Notwithstanding the above, the Employer may terminate the Contract for convenience. 73.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

73.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

73.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

74. Fraud and Corruption

74.1 Anticorruption Policy requires Contractors, Subcontractors, Manufacturers, and Consultants, observe the highest standard of ethics during the procurement and execution of such contracts.

75. Payment upon Termination

75.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Architect shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the **PCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

75.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Architect shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

76. Property

76.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

77. Release from Performance

77.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Architect shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterward to which a commitment was made.

78. Eligibility

78.1 The Contractor shall have the nationality of an eligible country is India only as specified in Section 5 [Eligible Countries] of the bidding document. The Contractor shall be deemed to have the nationality of a country if the Contractor is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.

78.2 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries as specified in Section 5 [Eligible Countries] of the bidding document and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, the Contractor may be required to provide evidence of the origin of materials, equipment, and services.

78.3 For purposes of GCC 78.2, "origin" means the place where the materials and equipment are mined, grown, produced, or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

Section 8 - Particular Conditions of Contract

The following Particular Conditions of Contract shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Particular Conditions of Contract

A. General		
GCC 1.1 (d)	The financing institutions is	Government of Tamil Nadu
GCC 1.1 (r)	The Employer is	The Director, Department of Museum, No 406, Pantheon Road, Egmore, Chennai – 600 008. Phone No : 044-28193233, 044-28193778 Fax: 044-28193035 Email ID : govtmuse@tn.gov.in Country : India
GCC 1.1 (w)	The Intended Completion Date for the whole of the Works shall be	18 Months
GCC 1.1 (cc)	The Project Architect Shall be authorized by the Employer	The Director, Department of Museum No 406, Pantheon Road, Egmore, Chennai – 600 008. Phone No : 044-28193233, 044-28193778 Fax: 044-28193035
	on award of contract and concluding agreement.	
GCC 1.1 (ff)	The Site is located at	As per List
GCC 1.1 (ii)	The Start Date shall be	Seven days from the date issuance of Notification of award or concluding agreement whichever is earlier.
GCC 19.1	The minimum insurance amounts and deductibles shall be: a) for personal injury or death: (i) of the Contractor's employees 5% of the contract Value (ii) of other people: 5% of the contract Value	
GCC 30.4	Institution whose arbitration procedures shall be used: Any dispute between the Employer and a domestic Contractor arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or enactment thereof. The place of arbitration shall be: Chennai only	

	C. Time Control
GCC 35.1	The Contractor shall submit for approval a Program for the Works within 14 days from the date of the Letter of Acceptance.
	D. Quality Control
GCC 43.1	The Defects Liability Period is: 365 days from the date of completion.
	E. Cost Control
GCC 53.1	The currency of the Employer's country is: INR
GCC 54.1	The Contract shall not subject to price adjustment in accordance with GCC Clause 54, and the following information regarding coefficients does not apply. The coefficients and indexes for adjustment of prices in local and international currencies shall be as specified in the Table(s) of Adjustment Data submitted together with the Letter of Bid.
GCC 55.1	The proportion of payments may or may not retained is: 5% from each bill.
GCC 56.1	The liquidated damages for the whole of the Works are 0.05% of contract price per day. The maximum amount of liquidated damages for the whole of the Works is 10% of the Contract Price.
GCC 57.1	The Bonus for the whole of the Works is Not applicable. The maximum amount of Bonus for the whole of the Works is Not applicable
GCC 58.1	The Advance Payments shall be NIL % and shall be paid to the Contractor no later than 30 days of award of contract.
GCC 58.3	Repayment of the Advance Payments shall be: NIL % from each payment certificate.
GCC 59.1	The Performance Security amount is 2 % of the contract price.
GCC 69.2	Upon the completion of construction, the Contractor shall fully reinstate pathways, other local infrastructure, and agricultural land to at least their pre-project condition as recorded by the Contractor in consonance with its obligation in Clause 22.
	G. Finishing the Contract
GCC 72.1	The date by which operating and maintenance manuals are required: Not Applicable. The date by which "as built" drawings are required is within 28 days from the issuance of the certificate of completion of the works.
GCC 72.2	The amount to be withheld for failing to produce "as built" drawings by the date required in GCC 72.1 is 0.5% of contract price
GCC 73.2 (h)	The maximum number of days is: 200 days.
GCC 75.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 15% of the contract price.

Section 9 - Contract Forms

This section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

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Notification of Award

---- on letterhead paper of the employer ----

Letter of Acceptance

..... date.

To: Name and address of the contractor

Subject: Notification of Award Contract No.

This is to notify you that your Bid dated date for execution of the
.name of the contract and identification number, as given in the Bid Data Sheet
. for the Accepted Contract Amount of the equivalent of amount in words and
figures and name of currency, as corrected and modified in accordance with
the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security - 2% of the contract value within
28 days in accordance with the Conditions of Contract, using for that purpose the
Performance Security Form included in Section 9(Contract Forms) of the Bidding
Document.

[Choose one of the following statements:]

We accept that [insert the name of adjudicator proposed by the bidder] be appointed as
the Adjudicator.

[or]

We do not accept that [insert the name of the adjudicator proposed by the bidder] be
appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to [insert
name of the appointing authority], the Appointing Authority, we are hereby requesting such
Authority to appoint the Adjudicator in accordance with GCC 29.1.

Authorized Signature:

Name and Title of Signatory:.....

Name of Agency:

Attachment: Contract Agreement

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Contract Agreement

THIS AGREEMENT made theday of,, between name of the employer. (herein after “the Employer”), of the one part, and name of the contractor.(herein after “the Contractor”), of the other part: WHEREAS the Employer desires that the Works known as name of the contract.should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein, The Employer and the Contractor agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Contract Agreement,
 - (b) the Letter of Acceptance,
 - (c) the Letters of Technical Bid and Price Bid,
 - (d) the Particular Conditions of Contract,
 - (e) the List of Eligible Countries – India only
 - (f) the General Conditions of Contract,
 - (g) the Specifications,
 - (h) the Drawings,
 - (i) the Completed Activity Schedules or Bill of Quantities, and
 - (j) any other documents shall be added here.¹
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed by Signed by
for and on behalf of the Employer for and on behalf the Contractor in the presence of: in the presence of:

Witness,
Name,
Signature,
Address,
Date

Witness,
Name,
Signature,
Address,
Date

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Performance Security (2 % of the Contract value or Rs.1,00,000/- for each work order)

Bank's name, and address of issuing branch or office¹

Beneficiary: *Name and address of the employer¹*

Date:

Performance Guarantee No.:

We have been informed that *name of the contractor*. (herein after called "the Contractor") has entered into Contract No. reference number of the contract. dated with you, for the execution of name of contract and brief description of works. . . . (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required. At the request of the Contractor, we *name of the bank*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rs. 1,00,000/- and amount in words Rupees one lakh only such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein. This guarantee shall expire, no later than the Day of , ² and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded. ³

.....
Signature(s) and seal of bank (where appropriate)
-- Note to Bidder --

1. All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.
2. Insert the date 28 days after the expected completion date. The employer should note that in the event of an extension of the time for completion of the contract, the employer would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [6 months] [1 year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."
3. Or the same or similar to this clause specified in the Uniform Rules for Demand Guarantees, ICC Publication No. 758 where applicable.
4. Or the same or similar to this clause specified in the Uniform Rules for Demand Guarantees, ICC Publication No. 758 where applicable.

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**Government of Tamil Nadu
Department of Museums**

Government Museum, Chennai

BIDDING DOCUMENT

For

**Preparation of DPR for Holistic upgradation and Display Arrangements in the
Galleries of the Government Museums at Chennai,
Kanchipuram, Nagapattinam, Villupuram and Ramanathapuram**

(National Competitive Bidding, Single-Stage: Two-Envelope)

Volume 2 - Price Bid Documents

Issued on : 30 June 2022

Invitation for Bids No. : DOM/GMC/1387/2022/B3 Dated: 30.06.2022

NCB No. : DOM/GMC/1387/2022/B3

Employer : The Director,
Department of Museum,
Government Museum,
No 406, Pantheon Road, Egmore,
Chennai – 600 008

Phone No: 044-28193778, 044-28193235, 044-28193035.
Fax: 044-28193035
Email ID: govtmuse@tn.gov.in

Country : India

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Bidding Forms

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Letter of Price Bid

Date:

Invitation Bid No.: DOM/GMC/1387/2022/B3

dated: 30.06.2022

To:

The Director,
Department of Museums,
No: 486 & 487, Pantheon Road Egmore,
Chennai – 600 008
Phone No: 044-2819-3238, 12, 13
Email ID: govtmuse@tn.gov.in

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:
- (d) The discounts offered and the methodology for their application are:
- (e) Our Bid shall be valid for a period of days from the date fixed for the bid submission due date in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (g) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

- (i) We agree to permit Department of Museums or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by Department of Museums.
- (j) If awarded the contract, the person named below shall act as Contractor's Representative.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

.....

PREAMBLE TO THE BILL OF QUANTITIES

If any deviation is found while on execution between the specifications given in the schedule of quantities and the drawings it is to be expressly noted that the specification will hold good and supersede the drawings.

Description of schedule of quantities includes only major items. All allied instruments, equipment, materials etc. Shall be part of that major item & shall be quoted under that major item unless otherwise specified

The bidder is required to peruse carefully all parts of tender documents and drawings and if any difference / inconsistency are noticed, he shall bring it to attention of Employer before submission of tender and shall get the clarification(s) required. Failure to do so will not entitle the successful bidder for any extra claims on account of such discrepancies/inconsistencies.

(I) GENERAL

This Preamble is to be read in conjunction with the description of various items given in the Bill of Quantities (BOQ). These items are deemed to be a part of the BOQ and shall be read along with the same. The rates quoted for various items in BOQ are deemed to include the various provisions made herein. Whether specifically mentioned or not in the BOQ, the requirements given below shall be deemed to be included:

1. The quoted rate shall be all inclusive and cover the cost of material including wastage, freight, cess, royalties all types of erection, construction, testing of materials, samples brought for approval, tools and tackles, plant and equipment, supervision, overheads, profit and any other expenditure incurred for completion of work as per drawings, specifications and to the full satisfaction of Employer/ Project Architect.
2. The rates quoted shall be valid for working at all heights, depths and on all floor levels. No extra payment shall be made for scaffolding, staging, ladders, etc., for transportation of men and material at higher or lower levels.
3. The Contractor will have to carry out the work in accordance with the drawings, technical specifications and / or other conditions lay down in tender document and to the full satisfaction of Employer/ Project Architect
4. The Employer reserves right of operating any item for any work on any height.

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Government of Tamil Nadu				
Department of Museums				
Title : Preparation of DPR for Holistic upgradation and Display Arrangements in the Galleries of the Government Museums at Chennai, Kanchipuram, Nagapattinam, Villupuram and Ramanathapuram				
Invitation for Bids No.: DOM/GMC/1387/2022/B3			Dated: 30.06.2022	
Name and Address of the Bidder:				
BILL OF QUANTITIES				
Sl. No	Description	DPR Preparation Cost in Percentage of the Project Cost *	Supervision and Monitoring Cost in Percentage of the Project Cost *	Total Cost in Percentage of the Project Cost *
1	Preparation of DPR for Bronze Galleries , Government Museum, Chennai			
2	Preparation of DPR for Galleries of the Government Museum, Kanchipuram			
3	Preparation of DPR for Galleries of the Government Museum, Nagapattinam ,			

4	Preparation of DPR for Galleries of the Government Museum, Villupuram			
5	Preparation of DPR for Galleries of the Government Museum, Ramanathapuram			
	Applicable Tax (GST) for Each Item			

* **Project cost** will be taken in to account excluding GST., **Project Cost** - which may be enhanced according to the requirements or curtailed according to the Funds availability as per the Government's instructions.

Signature of the Bidder with seal