

Tender No.....

Date:

DRAFT

Notice Inviting Tender

Domestic E-Tender

For

**Selection and Appointment of Agency for Conceptualization,
Planning, Designing, Content Development, Execution & Digital
Curation of Earth Science Museum**

at

Central Mine Planning & Design Institute Ltd (HQ), Ranchi.

CONTENTS

Section I: Notice for Tender	5
1.0 Time Schedule of Tender:	6
2.0 Bid Documents:	6
3.0 Bid Security / Earnest Money (EMD):	6
4.0 Deadline for Submission of Bids:	7
5.0 Special Instruction to bidders:	7
Section II: INSTRUCTION TO BIDDER (ITB)	9
1.0 General:	9
2.0 Bidding process on the e-Portal:	9
3.0 Eligibility Criteria / Minimum qualification requirement (MQR):	10
4.0 Clarification of Bid Documents:	18
5.0 Pre-bid Meeting:	18
6.0 Preparation and Submission of Bid	19
7.0 Bid Opening:	222
8.0 Evaluation of the bid	244
9.0 Bid Validity	28
10.0 Bid Currency	28
11.0 Influencing CMPDI	29
12.0 Award Criteria	29
13.0 Signing of the Contract Agreement	29
14.0 Owner's Right to Accept / Reject the Bid	29
15.0 Notification of Award:	29
16.0 Modification and Withdrawal of Bid	30
17.0 Other Conditions	30
18.0 Pre-contract Integrity Pact and Independent External Monitors	31
19.0 Prevention of Fraud and Corruption	322
20.0 Immunity to Government of India	344
Section III: CONDITIONS OF CONTRACT (CC)	354
1.0 Definition of Terms:	354
2.0 General:	377
3.0 Contract Documents:	387
4.0 Use of Contract Documents and Information:	38

5.0	Notices:	38
6.0	Contract Performance Guarantee/ Security Deposit:	39
7.0	Applicable Law and Jurisdiction:	41
8.0	Settlement of Disputes:	41
9.0	Subcontracting:	432
10.0	Activities and Milestones:	433
11.0	Terms & Conditions of Payment:	444
12.0	Procurement & Sourcing of Goods, Works and Services for the Project	476
12.1	Make in India (MII) Order	477
13.0	Taxes and Duties	477
14.0	Intellectual Property <u>Rights</u> (IPR)	48
15.0	Third Party Software:	49
16.0	Confidential Information:	49
17.0	Objections and Removals:	50
18.0	Liquidated Damages (“L.D.”) for delay in Service:	50
19.0	Intellectual Property Rights Indemnity:	51
20.0	Providing of Service:	51
21.0	Force Majeure:	51
22.0	Termination of Contract	52
23.0	Deductions from Contract Price:	533
24.0	Merger, Acquisition or Divestitures of the Contractor/Service Provider:	543
25.0	Insurance to be taken out by the Contractor/Service Provider:	544
26.0	Loss of or Damage to Property; Accident or Injury to Workers; Indemnification:	544
27.0	Limitation of Liability of Contractor/Service Provider:	544
28.0	Severability:	555
29.0	Binding Effect:	555
30.0	Survival:	555
31.0	Entire Agreement/ Waiver:	555
32.0	Amendment:	566
33.0	Relationship	566
34.0	Third parties	566
35.0	Legal Jurisdiction:	566
36.0	Waiver of immunity	56
37.0	High Power Committee Recommendation	57

Section IV: TECHNICAL SPECIFICATION	58
1.0 SCOPE OF Work	58
1.1 Background: context	58
1.2 Objectives	58
1.3 Existing Museum Details	58
1.4 Detailed Scope of Work:	60
1.5 TIME SCHEDULE FOR COMPLETION AND DELIVERABLES:	61
1.6 CONTRACT PERIOD	Error! Bookmark not defined. 62
Section V: ANNEXURE	64
ANNEXURE IA: Letter of Bid (LOB)	644
ANNEXURE IB: Format for Authorization to DSC holder bidding Online by the person who has signed Letter of Bid	655
ANNEXURE IC: Format for Power of Attorney (PoA)	666
ANNEXURE ID: Format for undertaking declaration for the ultimate beneficial ownership of the Bidder	67
ANNEXURE IE: Format for CURRICULUM VITAE (C.V) OF THE KEY PERSONNEL	68
ANNEXURE II: Mandate Form for Electronic Fund Transfer / Internet Banking Payment	69
ANNEXURE III: Pre-contract Integrity Pact	70
ANNEXURE IV: UNDERTAKING FOR BANNING/DELISTING	76
ANNEXURE V: PROFORMA FOR UNDERTAKING	77
ANNEXURE VI: KEY PERFORMANCE INDICATORS	78
ANNEXURE VII: HPC RECOMMENDATION	79
ANNEXURE VIII: Techno-Commercial Sheet	80
ANNEXURE IX: UNDERTAKING FOR COMPLIANCE OF ONE BID PER BIDDER	82
APPENDIX I: Proforma of Bank Guarantee for Performance Security	83
APPENDIX II: Contract Agreement Format	86
APPENDIX III: List of Galleries of CMPDI Earth Science Museum	89
APPENDIX IV: Technical Sheet	90
APPENDIX V: Commercial Sheet	95

Section I: Notice for Tender

Digitally signed and encrypted e-tenders are invited under single stage, two-part bid on the e-procurement portal of Coal India Limited, <https://coalindiatenders.nic.in> from reputed and eligible bidder having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA as per the Notice Inviting Tender (“NIT”) to carry out the Scope of Work described in the Technical Specifications (Section IV).

Bidders are not required to pay any application/tender fee. The Bid Documents will be available on the following website(s) and can be downloaded by the bidder up to the document download end date as provided in the Time Schedule of Tender set out under Table 3 below.

- a. <https://coalindiatenders.nic.in>;
- b. <https://eprocure.gov.in/cppp/> ;

NOTE: End user portal agreement of CIL is applicable for CMPDI also.

Table 1: Summary of Work

Brief Description of work	Location	Earnest money deposit(EMD)	Estimated Cost of Work (Including GST) (In Rs.)	Period of Service
Conceptualization, planning, designing, content development, Execution & Digital Curation of Earth Science Museum at CMPDI HQ, Ranchi (As detailed in Section IV (Technical Specifications of NIT).	• Central Mine Planning & Design Institute Ltd., HQ, Ranchi	Rs.3.5 lakhs (approx.)	Rs. 3.5 crore (approx.)	12 months from the date of issue of Letter of Award/ Work Order

Table 2: Contact Person

Tender inviting authority	Contact Person(s)
HOD(ME)/Dy.GM(ME), CMPDI HQ, Gondwana Place, Kanke Road, Ranchi- 834031, Jharkhand.	Technical: HOD(ME) /Dy.GM (ME), CMPDI HQ, Ranchi Phone: 8987788982 Email: gment.cmpdi@coalindia.in E-procurement Help Line no. (For Bid submission & document upload) - 0651-2233058

1.0 Time Schedule of Tender: As given on the on-line tender document.

Table 3: Details of tender

Sl. No	Particulars	Date	Time(in Hours)
a.	Tender e-Publication date	As available on website https://coalindiatenders.nic.in	
b.	Document download start date		
c.	Document download end date		
d.	Pre-NIT Meeting date		
e.	Bid Submission start date		
f.	Bid Submission end date		
g.	Start date for seeking Clarification on-line		
h.	Last date for seeking Clarification on-line		
i.	Date of Pre-bid Meeting		
j.	Bid Opening Date		

2.0 Bid Documents:

The Bid Documents comprise of the following:

- Section I- Notice for Tender;
- Section-II- Instructions to Bidders (ITB);
- Section-III- Conditions of Contract (CC);
- Section-IV- Technical Specifications (TS); and
- Section V- Annexures and Appendices;
- Any amendments / corrigendum / clarifications to the Bid Documents.

Bidder shall prepare and submit their bid in accordance with the instructions, specifications, terms and conditions of the whole bid documents as mentioned above. The bidders are advised to keep visiting the websites as mentioned below for any notification/ amendment / addendum/ corrigendum from CMPDI's side in respect of this tender:

- <https://coalindiatenders.nic.in>;
- <https://eprocure.gov.in/cppp/>;

Capitalised terms and expressions used without being specifically defined, unless the context otherwise requires, shall have the meaning assigned to them in Conditions of Contract (Section III).

3.0 Bid Security / Earnest Money (EMD):

The bidder will have to make the payment of EMD through **ONLINE** mode only.

Rs. 3.5 lakhs (approx.) is to be submitted as Earnest Money/ Bid Security.

No Bid will be accepted unless accompanied by requisite Earnest Money Deposit as stated above.

This shall be deposited in the manner as described below:

In Online mode the bidder can make payment of EMD either through net banking from designated Bank(s) or through NEFT/ RTGS from any scheduled Bank. In case of payment through net-banking, the money will be immediately transferred to CMPDIL's designated Account.

In case of payment through NEFT/RTGS the bidder will have to make payment as per the Challan generated by system on e-Procurement portal.

Bidder will be allowed to submit his / her bid only when the EMD is successfully received in CMPDIL's account and the information flows from Bank to e-Procurement system.

The Earnest Money/ Bid Security of the unsuccessful bidder will be refunded and will not bear any interest.

NOTE: The process of submission of EMD should be initiated preferably at least 24 hours before End Date and Time of Bid Submission to avoid any system related problems or issues in the payment gateway.

Exemption of EMD

The bidders under the category of Sate/Central Govt./PSUs/firms registered with NSIC/MSEs (Micro & Small Enterprises) / Start-up having valid registration for the tendered works are exempted from submission of EMD against uploading of valid documentary evidence in cover I.

4.0 Deadline for Submission of Bids:

- i. Online bids must be uploaded by the bidders at CIL's e-procurement portal [<https://coalindiatenders.nic.in>] within the scheduled last date and time as specified in e-Tender Notice published in the portal.
- ii. The Purchaser may, at its discretion, extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will, thereafter, be subject to the deadline as extended.
- iii. In case, at least 3 (three) bids are not received within the originally stipulated time, the due date of bid shall be extended by 4 (four) days automatically by the portal. If, even after one extension (4 days), less than 3 (three) bids are received, the tender shall be opened without any further extension. No separate corrigendum shall be issued and published by the Authority for such automatic extension of the due dates by the online portal.
- iv. In case no offer is received, the tender shall be cancelled by the Authority.

5.0 Special Instruction to bidders:

There is no provision to obtain the list of parties who have downloaded the Bid Documents from the websites set out under paragraph 2.0 of this Section I. As such, bidders are requested to regularly check the websites before the scheduled due date for tender opening to ensure that they have not missed out any corrigendum issued against the tender after they have downloaded the Bid Documents.

The responsibility of downloading the corrigendum, if any, will be of the bidder. No separate intimation in respect of corrigendum to the NIT (if any) will be sent to the bidders who have downloaded the Bid Documents from the above referred websites.

The bidders, in their own interest, are requested not to wait till the last moment for submission of bid to avoid last minute rush and local problems related to internet connectivity, law and order, strike, bundh etc. Under any circumstances, the Purchaser shall not be liable to any person for any direct/

indirect loss or damages incurred by them arising out of incorrect use of the online portal, any local problems at the bidder's end or if bids could not be uploaded due to such local problems.

The bidder represents and warrants that the ultimate beneficial ownership of the shareholders of the bidder are not situated or incorporated in any country which shares land border with India, as specified under the General Financial Rules, 2017 read with OM no. F.No.6/18/2019-PPD dated 23 July 2020 issued by the Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India ("**Indian Procurement Laws**") read with paragraph 3.1.1(a) of the Consolidated FDI Policy effective from 15 October 2020 issued by the Department for Promotion of Industry and Internal Trade (FDI Policy Section), Ministry of Commerce and Industry, Government of India. For the purposes of this clause determination of 'ultimate beneficial ownership' shall be made in accordance with the Foreign Exchange Management Act, 1999 read with all rules, regulations, circulars, guidelines and notifications issued thereunder (as amended from time to time).

An undertaking in the format given in Annexure I-D for the ultimate beneficial ownership of the bidder shall be submitted, in view of paragraph 3.1.1(a) of the Consolidated FDI Policy effective from 15 October 2020 issued by the Department for Promotion of Industry and Internal Trade (FDI Policy Section), Ministry of Commerce and Industry, Government of India.

In the event the bidder is incorporated or registered in a country which shares a land border with India, the bidder represents and warrants that it is registered with the competent authority, as prescribed under the Indian Public Procurement Laws. In such an event, the bidder shall submit a certified true copy of such registration obtained by the bidder with the competent authority.

Section II: INSTRUCTION TO BIDDER (ITB)

1.0 General:

Instructions to Bidder (“**ITB**”) should be read in conjunction with the other parts of the Bid Documents. Although details presented in this ITB have been compiled with all reasonable care, it is the bidder's responsibility to satisfy itself that the information / documents submitted as part of its bid are adequate and that there is no conflict between the stipulations contained in this ITB and other parts of the Bid Documents. No dispute or claims shall be entertained on this account. Bid proposal preparation is the responsibility of the bidder and no relief or consideration shall be given for errors and omissions.

2.0 Bidding process on the e-Portal:

2.1 Requirements for participation in e-tenders:

2.1.1 In order to submit the online bid on CIL’s e-procurement portal, the bidders should meet the following requirements:

Personal Computer connected with internet (for details, visit home page of CIL’s e-procurement portal at, <https://coalindiarenders.nic.in>). It will be the bidder’s responsibility to comply with the system requirement, i.e. hardware, software and internet connectivity at bidder’s premises to access the e-procurement portal. Under no circumstances, CMPDI shall be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-procurement portal or internet connectivity failures.

2.1.2 Online Enrolment / Registration with CIL’s e-procurement portal

(<https://coalindiarenders.nic.in>)

Online enrolment/registration of the bidders on the e-procurement portal is free of cost and onetime activity only. The registration should be in the name of the bidder in its own style and name. It shall be the responsibility of the bidders to ensure that they get registered with the CIL’s e-procurement portal well in advance and download the Bid Documents before the scheduled last date and time for the same. In addition, the bidder shall ensure that it has duly authorised a person to submit the Bid Documents on its behalf under his/her digital signatures at the e-procurement portal. Such authorised person must hold a valid Digital Signature Certificate (“**DSC**”), as set forth in clause 2.1.3 of Section II below.

2.1.3 The DSC (Class III) must be from any Certifying Authority authorized by Controller of Certifying Authority, Government of India (“CCA**”) and which can be traced up to the chain of trust to the root certificate of CCA.**

2.2 Help for participating in e-tender

The detailed method for participating in the e-tender is available at the links, “Help for Contractor” and “Bidders Manual Kit”, on the e-procurement portal [<https://coalindiarenders.nic.in>]. The bidders may also seek help from the help-desk on Toll Free No. 0651-2233058. All queries will be answered in English / Hindi only.

2.3 No separate intimation in respect of corrigendum to this NIT (if any) will be sent to bidders who have downloaded the Bid Documents from the websites mentioned at clause 2.0 of Section I (NIT). The bidders are advised to regularly check the websites for corrigendum, if any, from where the Bid Documents have been downloaded.

2.4 Bidders should download the complete Bid Documents including the annexures and appendices, and read carefully before filling the details and uploading the requisite documents.

2.5 The bidder must upload all the documents required as per the terms of NIT in the respective space / folder provided in the system. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

2.6 The bids are to be submitted online through CIL's e-procurement portal, <https://coalindiatenders.nic.in> as per the guidelines given in Clause 6.0 of ITB (Preparation and Submission of Bid).

3.0 Eligibility Criteria / Minimum qualification requirement (MQR):

3.1 General Requirement:

- a) The bidder shall be a legal entity which is engaged in the business of providing consultancy services, as relevant to the tender. Any form of Joint venture or consortium is not allowed under this Bid.
- b) The bidder shall be a legal entity registered in India under the relevant legislation.
- c) The ultimate beneficial ownership of the shareholders of the bidder should not belong to any country which shares land border with India (please refer to clause 19.3 of Section II – ITB).
- d) The bidders would give a declaration as per Annexure IV that they have not been banned or de-listed by any Government or Quasi-Government agencies or PSUs in India. If a bidder has been banned by any Government or Quasi-Government agencies or PSU in India, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him. If this declaration is not given, the bid may be liable for rejection.
- e) The bidder shall not have any conflict of interest as per NIT.
- f) The bidder, in its name, shall have procured a permanent account number (“PAN”) with the income tax authority in India.
- g) The bidder in its name shall have procured a goods and services tax identification number (“GSTIN”) under the Central Goods and Services Tax Act, 2017.

In respect of the above eligibility criteria, the bidders are required to furnish the following information on-line in their letter head as per format as available in Annexure V, VI, and VIII:

- a) Name, address & contact details of the bidder as registered and its status.
- b) Registration No. and Year of registration.
- c) Confirmation about blacklisting & conflict of interest of the bidder.
- d) PAN & GSTIN of the bidder.

The bidders are required to submit scanned copies of documents in relation to its legal status and general information, as set out under clause 3.7 of Section II.

3.2 Past Work Experience

3.2.1 Minimum Past Work Experience Requirements:

The bidder should be a Design firm / Company of allied professionals/organization.

The bidder should have academic, technical and financial capabilities on the lines mentioned below.

- a. **Work Experience** – The Intending bidder/ The applicant firm/ Tenderer must have successfully completed 4 (Four) similar works (as defined hereunder) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) in designing / curation/ executing interpretation/ museum galleries of projects related to Heritage and Culture, Geological, Earth Science, Mining etc.

- b. Out of the above 4(Four) similar works, the bidder should have at least one Completed work of International/National/State level.
- c. “**Similar Work**” shall mean the work related to State-of-the-art latest digital technology for interactive-immersive-experiencing interpretation comprising of large multi-touch screen display, seamless video walls, AR/VR application, large screen immersive projections, 4K video displays, smart multi-lingual audio guides along with content browsing, content management system related to theming, organising, designing, media creation and execution of Museum/ Art Gallery/ Trade and Exhibition Building etc.

3.2.2 Additional Work Experience

There shall be weightage for additional past work experiences for each successfully completed **Similar Work** (maximum 5) during the last 7 (seven) years ending last day of month previous to the one in which bid applications are invited. However, the Additional Work Experience is not the qualifying criteria, but will have an added advantage.

The value of work done shall be given a simple weightage to bring them at current price level by adding 5% (five percent) for each completed year (total number of days/365) after the end date of the qualifying experience until the last day of the month immediately preceding the month in which the tender has been invited. For the purpose of calculating the value of work done of each qualifying experience, the weightage of 5% (five percent) every year will be on simple rate and shall not be compounded on yearly basis.

For the purpose of conversion of amounts in foreign currency into equivalent values in Indian Rupees (“**INR**”), the bidder shall provide the equivalent value of such amounts in United States Dollar (“**USD**”) together with the necessary supporting documents (available in public domain) evidencing the exchange rate considered by the bidder in computation of the equivalent USD values. The Employer (as defined under Section III) shall convert such USD values into INR on the basis of the foreign exchange rate for USD, as on the date of invitation of bid. No additional weightage/escalation will be applicable in foreign currency.

3.2.3 Clarifications on the work experience:

- i) Work experience of the parent entity of the bidder will be considered provided that the parent entity has controlling stake in the bidder.
- ii) Work experience of parent’s parent entities or subsidiary’s subsidiary entities or any associate entity of the bidder shall not be considered.
- iii) In relation to each qualifying work experience, the bidder shall submit the work orders and satisfactory completion certificates issued by the relevant client. In case the work order of any qualifying work experience being confidential or non-disclosable, the work order defacing the confidential or non-disclosable parameters is acceptable. The completion certificate should contain the completion date and reference to the work order. In the event the completion certificate from the client does not contain the reference to work order and/or completion date, a certification from the statutory auditor of the bidder may also be considered, provided that the statutory auditor explicitly states the date of completion, work value and the total amount received by the bidder for such qualifying experience, including the final bill settlement (countersigned by chief executive officer (“**CEO**”) or an equivalent officer of the bidder) for such work experience.

Filling up of financial turnover of client, Completion date of work and specific work value shall be mandatory in the **Technical Sheet (APPENDIX IV)** as they are part of assessment.

- iv) Self-certification of the documents shall not be accepted. Any correspondence of the bidder with its client without the signature of the client, with respect to any past work experience, shall not be accepted as evidence towards fulfilment of any of the parameter of qualification criteria.
- v) If work order or completion certificate are not very explicit, a separate certification from the client with respect to the relevant qualifying work experience may be considered.
- vi) Recently obtained completion certificate from the client of the work done in the past (within the qualifying period) shall also be accepted.
- vii) Work order/ completion certificate should be signed by the bidder's client. Work order/ completion certificate received by e-mail should be signed/certified by the client.
- viii) The references to the documents submitted as evidence for qualification criteria should be mentioned by the bidder by specifying the relevant page number(s); wrong references to the documents may not be evaluated.

3.2.4 The documentary evidence to this effect would be:

- i) Copies of work orders and completion certificates along with other supporting document(s), if required, issued by the client containing at least the following specific details for each Similar Work (In case the work order of any qualifying work experience being confidential or non-disclosable, the work order defacing the confidential or non-disclosable parameters is acceptable):
 - Nature & scope of work/services;
 - Specific work value; and
 - Completion date of the work.
- ii) In case experience of any entity (which has been acquired by, or merged with, the bidder) is claimed, supporting documents establishing the relationship between such previous entity and the bidder should be submitted.
- iii) Bidder shall upload a job completion certificate duly signed by its statutory auditor and countersigned by its CEO/an equivalent officer, clearly indicating (with respect to each Similar Work) the client's name & address, contact number, date of completion (DD/MM/YYYY) and value of the contract. Such certificate shall contain a confirmation to the effect that the bidder has satisfactorily fulfilled its contractual obligations during last 7(seven) years ending last day of month previous to the one in which bid applications are invited
- iv) CMPDI reserves the right to verify completion certificate / self-certification and seek additional documents, information or clarification from the respective bidder.
- v) Reference number & date of the work order and completion certificates for each Similar Work.

3.2.5 In respect of the above eligibility criteria, the Bidders are required to furnish the following information online in their letter head as per format as available in Appendix IV:

- i) Particulars of each of **Similar Work** including title of such work, name of the client, completion date and specific work value.
- ii) Reference number & date of the work order and completion certificates of the work.

The bidders are required to submit scanned copies of documents in connection with the work experience of the bidder, as set out under clause 3.7 of Section II.

3.3 Financial Strength

The bidder must have achieved a minimum Average annual financial turnover during the last 3 (three) years ending 31st March of the previous financial year should be at least 30% of the estimated cost.

The documentary evidence to this effect would be:

A declaration with regard to financial strength showing financial turnover during the applicable 3 (three) financial years duly signed by the statutory auditor or a chartered accountant and countersigned by the authorized representative of the bidder.

NOTE:

Financial turnover of the subsidiary or associate entity of the bidder shall not be considered.

In respect of the above eligibility criteria the bidders are required to furnish the following information online in their letter head as per format as available in Appendix IV:

- a) Annual turnover of the last 3 financial years ending 31st March of the previous financial year.
- b) Name and membership number of the statutory auditor or a chartered accountant, as applicable, issuing the financial turnover certificate.

The bidders are required to submit scanned copies of documents in connection with the financial turnover, as set out under clause 3.7 of Section II.

3.4 Key Personnel Strength

The bidder should have associated/employed panel of expert(s) having following Technical Expertise/qualifications:

- a. Project team members should have a recognized degree/diploma in Design/Architecture
- b. Expert in the field of Museum/ Interpretation centre design and installation/Art and Graphics/ Interior Designing/ Interactive Designing/ Software Developer/ Engineers/ Multimedia/AR-VR/2D and 3D Film producer(s).

The bidder shall provide documentary evidences in support of above. The documentary evidence to this effect would be scanned copy of signed documents of curriculum vitae of the key personnel, including details with respect to the similar work handled and their role, duly countersigned by the authorized representative of the bidder.

Note: In case of unavoidable circumstances any key personnel may be substituted with another personnel having equivalent qualification and experience.

In respect of the above eligibility criteria the bidders are required to furnish the following information online in their letter head as per format as available in Annexure 1E:

- a) Particulars of key personnel viz. Name, qualification, experience and number of similar work completed.

The bidders are required to submit scanned copies of documents in relation to their key personnel, as set out under clause 3.7 of Section II.

3.5 Dip-stick Study, Work Plan and Technical presentation

There shall be weightage for the ‘Work Plan’ for digital transformation of the museum as per scope of work. The bidder shall undertake dip-stick study and analysis of CMPDI Earth Science Museum, as specified under clause 1.3 of Section IV and shall submit their proposed Work Plan which shall cover strategies for digital transformation of the museum as per scope of work along with the bid proposal duly signed by the CEO /equivalent officer or an authorised signatory of the bidding entity. Bidders will be facilitated for visit to CMPDI Earth Science Museum at bidder’s own cost. The above study, work plan and presentation shall be referred during appropriate stages of technical evaluation and should contain the following:

- (a) Scheme for digital transformation of the museum in accordance with the requirements as given in Section IV;
- (b) Applicability of the proposal to the CMPDI Earth Science Museum;
- (c) Demonstration of Digital Assets & Hardware which shall be proposed by the bidder;
- (d) Assessment of its effectiveness towards achievement of digital transformation of the museum;
and
- (e) Timelines for various activities envisaged by the bidder within the framework of requirements given in Section IV.

3.5.1 Familiarization with local condition and collection of information

3.5.1.1 Bidders may familiarize themselves with local conditions, at their own cost and take them into account in preparing their proposals. To obtain first-hand information on the work and local conditions, bidders are encouraged to visit the CMPDI Earth Science Museum before submitting a proposal and to attend a per-NIT meeting. Bidders should contact the CMPDI’s representative named in the tender to arrange for their visit or to obtain additional information on the pre-NIT meeting.

3.5.1.2 The information collected by the bidders during the above visits, shall be confidential and shall be used for the sole purpose of assessment by the bidders for making the offer on the scope for the tender.

3.5.1.3 Museum details of CMPDI Earth Science Museum shall be made available to the bidder any time after date of invitation.

3.5.2 Technical Presentation

The bidder shall also be required to make a technical presentation (“**Technical Presentation**”) before a Committee constituted for the purpose of evaluation of the Approach, Methodology, Work plan, Strategies, etc. in fulfilling the objectives of the consultancy work as assured by the bidder. Bidders, as per their expertise and capabilities, shall be required to present the digital transformation strategy. The presentation shall be delivered by the Project Leader.

The Technical Presentation should be coherent and in line with the Work Plan and Dip-stick study report submitted by the bidder along with the bid. The deliberations & commitments made by the bidder during the Technical Presentation shall be recorded in writing, signed & submitted by the duly authorised Project Leader of the bidder. The Technical Presentation along with the Dip-stick study report and Work Plan shall become part of the bidding documents which will be

referred during appropriate stages of technical evaluation and the evaluation of deliverables for award and closing of the Contract.

The Dip-stick Study Report, Work Plan, Technical Presentation along with deliberations & commitments shall be considered for evaluation by the Committee which have weightages for the following criteria:

Sl. No.	Criteria	Maximum marks	Qualifying marks
1	Concept Plan, Layout plan and Design plan elaborating what is to be shown and how it is to be shown in each gallery	5	3
2	Digital Interactive Technology Implementation plan with detailed engineering drawing	5	3
3	Complete Bill of Materials including specification of each item/ equipment including safety, security and weather control Plan	10	4
Total		20	10

Note: - The Technical Presentation may be conducted either physically at CMPDI HQ or through online mode/Video Conferencing or both and will be intimated through email to the prospective bidder.

In respect of the above eligibility criteria the Bidders are required to furnish the following information online:

- a) Whether Dip-stick Study report and Work Plan has been submitted.

The bidders are required to submit scanned copies of documents in relation to Dip-stick report & Work Plan for digital transformation of CMPDI Earth Science Museum, as set out under clause 3.7 of Section II.

3.6 Power of Attorney (PoA)

The bidder shall submit a power of attorney (“**PoA**”) in accordance with the format given in Annexure-IC. The PoA shall be approved through a board resolution or resolution of the governing body of the bidder duly countersigned by the company secretary or authorized signatory of the bidder, as applicable, authorizing an official of the bidder to issue the PoA in favour of the authorised person to submit the bid on behalf of the bidder. In case of a partnership firm, the PoA shall be executed by the partners or the partner who has been authorized by the partnership deed.

3.7 Submission of Documents

The bidder can submit their bid only after payment of EMD as per the provision stipulated in the NIT.

General Instructions for Submission of Tender

For online submission of tender, the bidders will have to upload “Letter of Bid”, Information regarding Eligibility Criteria and all the confirmatory documents as prescribed in the NIT in Cover-I and only “Price-bid” in Cover-II. In case of EMD exemption one more document in support of the claim of EMD exemption will have to be uploaded by the bidder in cover I.

All the bidders are to submit the information in an objective manner confirmed by the uploaded documents. The documents in relation to the information furnished online, (based on which the evaluation shall take place) shall only be considered. If the bidder uploads any other document, it shall be given no cognizance by the Authority.

The scanned copies of following documents to be submitted by the Bidder on-line while submitting bid under Cover-I (Part-I).

Sl. No	Submission of Documents related to Eligibility Criteria.	Scanned copy of documents to be uploaded by Bidder in support of information/ declaration furnished online by the Bidder against each Eligibility Criteria (CONFIRMATORY DOCUMENT)
1	Legal Status of the bidder	Any one of the following document: a. Affidavit or any other document to prove proprietorship /Individual status of the bidder. b. Partnership deed containing name of partners c. Memorandum & Article of Association with certificate of incorporation containing name of bidder
2	Letter of Bid (“LOB”)	Copy of Bid application and Acceptance of Bid Conditions on Bidders letter head as per format at Annexure IA
3	Earnest Money Deposit:	Refer Clause No. 3 of NIT. NOTE: The bidders claiming exemption from submission of EMD (as per clause 3.2) must upload valid documentary evidence in cover I.
4	General Information	a. Undertaking that the Bidder is not blacklisted by Govt. /PSU and does not have conflict of interest in the format at Annexure IV b. Notarised copy of the certificate of incorporation or registration or equivalent document(s) evidencing establishment of the bidder; c. Notarised copy of the partnership deed or equivalent agreement/deed governing the setting up of the bidder. d. Valid Permanent Account Number (PAN): Copy of PAN card issued by Income Tax department, Govt. of India e. GST Registration certificate issued by appropriate Indian authority to the bidder, duly attested by the authorized representative of the bidder f. Mandate Form for e-payment as per the format given in Annexure-II g. Duly signed and witnessed Pre-contract Integrity Pact, as per the proforma in Annexure III

5	Work Experience	Copies of work orders and completion certificates for each qualifying work experience containing the information as furnished by the Bidder in the Technical Sheet, showing the requisite qualification requirements, issued by the client and other relevant documents including annual financial report of the client of the immediately preceding completed financial year.
6	Financial Turnover	<p>a. Turnover certificate issued by a statutory auditor /practicing Chartered Accountant having membership with Institute of Chartered Accountants of India, containing the information as furnished by Bidder in the Technical Sheet; and</p> <p>b. Name and membership number of the statutory auditor or a chartered accountant, as applicable, issuing the financial turnover certificate.</p>
7	Key Personnel	Self-attested CVs of the key personnel in the prescribed Format set out in Annexure IE duly countersigned by the authorized representative of Bidder for which the information has been furnished in the Technical Sheet;
8	Dip-stick study & work plan for digital transformation of CMPDI Earth Science Museum	Dip-stick study report and proposed Work Plan of digital transformation of CMPDI Earth Science Museum, duly signed by the CEO or authorized signatory of the bidding entity.
9	Power of Attorney (Copy of the documents as per Clause-3.6.)	Copy of 'power of attorney' issued by the bidder in the name of the person signing LOB as per Annexure IC
10	Authorization to DSC holder (if required) as per Annexure 1B	<p>a. If the Bidder himself is the DSC holder bidding on-line then self-declaration of the Bidder to this effect.</p> <p style="text-align: center;">OR</p> <p>b. if the DSC holder is bidding online on behalf of the Bidder then the Power of Attorney or any sort of legally acceptable document for authorization to submit bid on behalf of the Bidder.</p>
11	Undertaking on bidder's letter head in support of the authenticity of submitted information and documents and other commitments	An undertaking is to be given as per the format at Annexure V of NIT regarding the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments.

12	Undertaking on bidder's letterhead in support of the ultimate ownership of the bidder	A declaration, as per format given at Annexure ID, for the ultimate beneficial ownership of the bidder shall be submitted, in terms of the General Financial Rules, 2017 read with OM no. F.No.6/18/2019-PPD dated 23 July 2020 issued by the Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (“ Indian Procurement Laws ”) read with paragraph 3.1.1(a) of the Consolidated FDI Policy effective from 15 October 2020 issued by the Department for Promotion of Industry and Internal Trade (FDI Policy Section), Ministry of Commerce and Industry, Government of India. In the event the bidder is incorporated or registered in a country which shares a land border with India, the bidder shall submit a certified true copy of such registration obtained by the bidder with the competent authority, as specified under the Indian Procurement Laws.
13	Duly Filled Techno-Commercial sheet , Technical Sheet & Commercial Sheet	Filled and uploaded as per ANNEXURE IX ,APPENDIX IV & APPENDIX V
14	ANNEXURE IX	UNDERTAKING FOR COMPLIANCE OF ONE BID PER BIDDER
15	Any other document to support the qualification information as submitted by the bidder online.	
<p>Note: (a) Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by Bidder online against eligibility criteria may also be attached by the Bidder in the same file to be uploaded against respective eligibility</p> <p>(b) The documents against each eligibility criteria must be submitted separately and not as a single combined pdf document. The system has limitations in size in uploading of documents.</p>		

4.0 Clarification of Bid Documents:

A prospective bidder may seek clarification on the Bid Documents online. The Purchaser will respond to such requests for clarification of the Bid Documents, which are received not later than 15 (fifteen) days prior to the deadline for the online submission of bid. The Purchaser's response shall also be put on the CIL's e-procurement portal [<https://coalindiatenders.nic.in>], after the date of Pre-Bid meeting as described below and in any event, 7 (seven) days before the scheduled last date for online submission of bid.

5.0 Pre-bid Meeting:

Information sharing session: Information sharing sessions shall be organised by CMPDI at the corporate office. The sessions shall be held under the chairmanship of HOD (ME)/Deputy General Manager (ME) shall give the presentation with necessary information about the CMPDI Earth Science Museum. The Bidders may attend the sessions physically or virtually.

The information collected by the bidders during the above sessions, shall be confidential and shall be used for the sole purpose of the assessment by the bidders for making the offer on the scope for the tender. The sharing of information will facilitate the bidders towards their objective

to give relevant and comprehensive presentation that has information pertaining to the CMPDI Earth Science Museum.

Contact person for detailed **APPENDIX III: List of Galleries of CMPDI Earth Science Museum**

HOD (ME)/Dy.GM (ME), CMPDI HQ Ranchi

Phone: 8987788982

e-mail: gment.cmpdi@coalindia.in

Disclaimer for List of Galleries of CMPDI Earth Science Museum

Notwithstanding anything in the NIT and the List of Galleries of CMPDI Earth Science Museum, the Bidder accepts the full responsibility for the consequences of their use, or non-use, of any information provided in the List of Galleries of CMPDI Earth Science Museum, and the bidder agrees to use its own judgment and due diligence before using any information available in the List of Galleries of CMPDI Earth Science Museum. CMPDI shall not be responsible for the choices, actions and results related to this Tender, now and in the future.

6.0 Preparation and Submission of Bid

i. Language of Bid

All documents, including but not limited to the proposal, correspondences and documents enclosed as part of the proposals relating to the bid shall be in the English language. If any certificate/ work order/ agreement is submitted in any language other than English language, the translation copy of the same in English is to be furnished next to the certificate /work order/ agreement and an affidavit on non-judicial stamp paper duly notarized in this respect is to be submitted as to representation of the original. In case, any printed literature furnished by the bidder, is written in another language and accompanied by translation of all its pertinent passages in the English language, for the purposes of interpretation of the bid, such translation shall prevail.

ii. User Portal Agreement

The bidders shall accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Technical, Commercial & General Terms & Conditions and other terms, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible bidder. No conditional bid shall be allowed/ accepted.

iii. Methodology for online Submission of Bids Submission/ Uploading of Bid

All the bids are to be submitted ONLINE and on the website <https://coalindiatenders.nic.in>. No bid or document shall be accepted offline. Bill of Quantity (“BOQ”) template will be available in the portal against every tender. The same may be downloaded, filled with bidder’s input in the assigned cells and uploaded in to the portal without any modification. The supporting documents have to be uploaded online.

Bid consists of two parts:

A. Part-I. Techno-Commercial Bid (Cover-I):

The scanned copies of the following documents will be uploaded in relevant folders in the Techno-Commercial Bid (Cover-I) **It should be noted that the Cover-I should not contain the price. Revealing or disclosing the price in any manner in the Techno-Commercial bid shall result in rejection of the bid.**

The following documents shall be uploaded in this section:

- a. **Letter of Bid (LOB):** The Letter of Bid (“LOB”) as per the format given at **Annexure-IA** shall be printed on Bidder’s letter head (duly filled in, signed and stamped with the seal of the company) by a person competent and having the “Authority” / “Power of Attorney” to bind the bidder. Scanned copy of such a “Signed & Stamped with the Seal of the Company” LOB along with “Authority”/ “Power of Attorney” are to be uploaded during bid submission in Cover-I. This will be the covering letter of the bidder for his submitted bid. The contents of the “Letter of Bid” uploaded by the bidder must be the same as per the format downloaded from the website and it should not contain any other information. If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid may be liable for rejection.

Note: The person who has signed Letter of Bid physically should bid online while submitting the offer with his DSC mapped in the name of bidder. In case the person who has signed LOB is not bidding himself and has authorized another person whose DSC is mapped in the name of bidder, to bid online on his behalf, then the further authorization on non-judicial stamp paper duly notarized (as per [Annexure-IB]) by the person signing the LOB in favour of person bidding online is required to be uploaded.

- b. **Technical:**

Technical Sheet:

The Technical Sheet containing the summarized Technical Specifications/ Parameters is available in **APPENDIX IV/ ANNEXURE IX**. This is to be filled by the bidder who will furnish all the required information on this pdf file. The Bidder is required to put values under the column “BIDDER’S VALUE” in **Technical Sheet**.

Commercial Sheet which will also be filled-in by the bidder (as per **APPENDIX V**)

The bidder shall upload the **Technical Sheet & Commercial Sheet** after ensuring that the **Technical Sheet & Commercial Sheet** has become fully compliant.

The following technical documents shall also be uploaded in the portal: -

- (i) Documents as mentioned in Technical Specifications and **Technical Sheet**. Also, documents required, if any, to establish compliance to standards specified therein.
- (ii) Techno-Commercial sheet as mentioned in **Annexure-VIII**
- (iii) Dip stick Study Report and Work plan
- (iv) Any other Technical documents sought in the RFP.
- (v) Documents required to establish eligibility of the bidder in terms of Clause 3 of Section II ITB.

c. Commercial

- i. GST Registration certificate issued by appropriate Indian authority to the bidder, duly attested by the authorized representative of the bidder
- ii. Mandate Form for e-payment as per the format given in Annexure-II of this NIT
- iii. Copy of valid Permanent Account Number (PAN) of bidder, duly attested by the authorized representative of the bidder
- iv. Duly signed and witnessed Pre-contract Integrity Pact, as per the proforma in Annexure III.
- v. Undertaking on not being banned/delisted by CIL/subsidiaries as per Annexure VI
- vi. All the above Documents to be uploaded in **Cover-I**.

B. Part-II. Price Bid (Cover-II)- (BOQ):

a. BOQ Template: The Price bid/ Bill of Quantity (BOQ) in excel format (password protected) will be available on CIL's e-procurement portal. Bidder is required to download this excel file, fill in the details of rates for the offered items and upload the same file during bid submission. Any incomplete or conditional price bid or price bid which is not submitted as per the instructions given above shall be rejected.

The bidders rate will be compared based on cost to the Company. Prior to quoting the rates in the BOQ file, the bidders will select the appropriate Goods and Service tax (GST), status from the following list given in the BOQ:

- I GST Registered Bidder under regular scheme, or
- II GST Registered Bidder under composition scheme, or
- III GST unregistered Bidder

The Price bid file will be digitally signed and uploaded by the bidder in Part-II / Cover-II.

b. SYSTEM FOR DECISION OF L-1:

The L1 bidder will be decided based on Overall Quoted Value (i.e. Cost to the Company). The system for decision of L-1 bidder will be as per following 02(two) cases:

Case – 1: Works / Services for which INPUT TAX CREDIT is not available to the Company.

The overall bid price (Cost to Company) will be the rate quoted by the bidder plus applicable rate of GST (Goods & Service Tax). The ranking of the Bidders will be decided based on 'Cost to Company' price. The lowest cost to company price will be ranked as L-1, the next higher price as L-2 and so on calculated by the system.

Case – 2: Works / Services for which INPUT TAX CREDIT is available to the Company.

The overall bid price (Cost to Company) will be rates quoted by the bidder only; GST (Goods & Service Tax) will not be added in this case. The ranking of the Bidders will be decided based on 'Cost to Company' price. The lowest cost to company price will be ranked as L-1, the next higher price as L-2 and so on calculated by the system.

The Price bid file shall be digitally signed and uploaded by the bidder in **Part-II/Cover-II**.

Note: The bidder at his own responsibility, cost, risk, is required to visit and examine CMPDI Earth Science Museum. The costs of visiting the Museum and ascertaining / examining various aspects as per scope of the NIT shall be at the bidders' own expense. It shall be deemed that the bidder has visited the Museum and has got fully acquainted with the working conditions and other prevalent conditions or any other aspects as required in the scope of work while submission of bid/quote.

c. Taxes and Duties:

All duties, taxes [excluding Goods and Services Tax (GST) and GST Compensation Cess (if applicable) only] and other levies payable by the bidder/ Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST either payable by bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per predefined logic. All investments, operating expenses, incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/ or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CMPDIL) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of bidder/contractor.

However, in case contractor is GST unregistered bidder percentage in compliance with GST rules, the bidder shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In case of unregistered bidder, GST, if applicable will be deposited by CMPDI directly to concerned authorities in terms with GST provisions.

Input tax credit is to be availed by paying authority as per rule.

If CMPDIL fails to claim Input Tax Credit (ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier / vendor of goods and services in incorporating the tax invoice issued to CMPDIL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier / vendor along with interest, if any.

Note: During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.

7.0 Bid Opening:

Tenders Cover-I (Technical-bid) will be decrypted and opened online by the Bid Openers with their Digital Signature Certificate (DSC) on the pre-scheduled date & time of tender opening. The bidder can view bid opening remotely on their personalized dash board under “Bid Opening (Live)” link.

a) The system will generate an auto-response sheet based on the Bidders' value. However, it will be scrutinized by Tender Committee members of CMPDIL based on the uploaded documents. The summary of Tender Committee recommendation of the Techno-Commercial Evaluation will be made available on the portal.

1 After opening of Technical bid, the documents submitted by bidder(s) in cover I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the bidder(s) online. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for further Technical Presentation and opening of price bid.

2 In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online or in case corresponding document have not been uploaded by bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by bidder(s). The bidder(s) will get this information on their personalized dashboard under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. No further clarification shall be sought from Bidder.

3 It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.

4 The tender will be evaluated on the basis of documents uploaded by bidder(s) online. The bidder(s) is/are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.

5 In case the bidder(s) submit(s) requisite documents online as per NIT and obtains minimum qualifying marks, then the bidder(s) will be considered eligible for further Technical Presentation and opening of Price Bid.

6 Seeking clarification shall be restricted to confirmation of submitted document/ online information only and it should be only for one time for a period of upto 7 days. The clarification shall be taken in online mode in the e-Procurement portal of CIL only.

7 The verification of Document from source shall be done only in case of complaints received or on suspicion. This would be done either through speed post or through electronic communication. No anonymous/ pseudonymous complaints shall be entertained.

8 In case bidder(s) fails to confirm the online submitted information(s)/ declaration(s) by the submitted documents as (2) above, their/his bid shall be rejected; however, if the confirmatory documents do not change eligibility status of the bidder in connection his submitted online information(s)/declaration(s), then his/their bid will be accepted for opening.

9 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the form of statements and attachments submitted in proof of the qualification requirement.

10 After Technical evaluation of tender, “Technical Evaluation Summary” will be uploaded by the evaluator and price bid shall be opened on preschedule date and time mentioned in the NIT online in the e-Procurement portal of CIL. However, in case there is any extension of date and time of price bid opening, it shall be notified online and price bid shall be opened online on e-Procurement portal of CIL at rescheduled date and time.

11 In case none of the bidder(s) complies the technical eligibility criteria as per NIT, then bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement)

12 Preference to MSEs(For applicable services) and Make in India (as applicable) would be applicable as per Government directives issued and amended as on publication date of tender.

7.1 METHODOLOGY OF BID EVALUATION

Methodology of bid evaluation will be on Combined Quality Cum Cost Based System and detailed process of evaluation is given below.

B. Technical Evaluation:

a. As indicated in the Technical Evaluation Matrix (as per Table 4).

Price-Bid (Cover-II) will be opened after evaluation of Cover-I. The Cover-II of only the Techno Commercially acceptable bidders (qualified bidders against Cover-I) shall be decrypted and opened on the scheduled date & time for which separate intimation will be given to the Techno-Commercially acceptable bidders through the e-procurement portal.

8.0 Evaluation of the bid

8.1 The evaluation will be done as deliberated in NIT. The Bidders are required to comply with requirement as Clause 2 & Clause 3 of ITB.

8.2 Bidders are advised that the assessment of qualification of Bidders will be entirely at the discretion of CMPDI. Bidders shall be deemed to have understood and agreed that no explanation or justification on any aspect of the bidding process or selection will be given by CMPDI. CMPDI will not entertain any query or clarification from Bidders who fail to qualify.

8.3 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein or in the **Technical Sheet**. CMPDI may, in its sole discretion, exclude the relevant information for the purpose of evaluation of the Bidder.

8.4 In case there is discrepancy between the declaration made in the Technical Sheet and the relevant document submitted by the Bidder, the particulars mentioned in the documents shall only be considered.

8.5 If a Bidder claims credit for any credential, and such claim is determined by CMPDI as incorrect or erroneous, CMPDI shall reject such claim and the decision of CMPDI shall be final. Where any information is found to be patently false or amounting to a material misrepresentation, CMPDI reserves the right to reject the bid.

8.6 Evaluation of Bids shall be done under Quality and Cost Based Selection (“**QCBS**”). Under this system, the Technical Bid evaluation, i.e. Part-I, shall be allotted weightage of 70 % while the Price Bid evaluation shall be allotted the weightage of 30 %.

The break-up of the technical marks used for technical bid evaluation is given below: -

Table 4

Sl. No.	Eligibility criteria	Marks allocated	Min. Qualifying marks
1.	<p>Minimum Work Experience of Agency: (Requirements in accordance with Clause 3.2 of Section II) Agency/Firms Background and Experience.</p> <ul style="list-style-type: none"> • Experience in consultancy work/ jobs – The Intending bidder/The applicant firm/tenderer must have successfully completed 4 (Four) similar works (as defined hereunder) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) in designing / curation/executing interpretation/ museum galleries of projects related to Heritage and Culture, Geological, Earth Science, Mining etc. “Similar Work” shall mean the work related to State-of-the-art latest digital technology for interactive-immersive-experiencing interpretation comprising of large multi-touch screen display, seamless video walls, AR/VR application, large screen immersive projections, 4K video displays, smart multi-lingual audio guides along with content browsing, content management system related to theming, organising, designing, media creation and execution of Museum/ Art Gallery/ Trade and Exhibition Building etc. • Proof of successful completion of engagements and remuneration pertaining to works/ jobs or related Projects (Work Order/Completion Certificate/ Client Certificate and citations) are required. • Enclose list of projects along with documentary proof of completion for similar projects. 	30 (10 marks for each assignment)	30
2.	Out of the above 4(Four) similar works, the bidder should have at least one Completed work of International/National/State level.	10	10
3.	<p>Additional work experience: There shall be weightage for additional past work experiences for each successfully completed “Similar work” during last 7(seven) years ending last day of month previous to the one in which bid applications are invited (2 marks for each work, maximum 5 works)</p>	10	NIL
4.	<p>Financial strength of the Agency: The bidder must have achieved a minimum Average annual financial turnover during the last 3 (three) years ending 31st March of the previous financial year should be at least 30% of the estimated cost. A Copy of Balance Sheet/ an authentic audited document clearly specifying above services of the Agency/Firm is required.</p>	15	15

5.	Key Personnel Strength to be deployed: The minimum experience & strength of key personnel should be as per Clause 3.4 of Section II.	10	10
6.	Recognition of work, appreciation-letters from Central Government, State Government and International organizations of repute like the UN, winning of national level design competitions and awards. Details of design competitions won, and awards received. Also enclose copy of documentary proof. (1 marks for each recognition, maximum 5 marks)	05	NIL
7.	Sub Total Marks for Technical Qualification (T1) (1+2+3+4+5+6)	80	65
8.	The Dip-stick Study Report, Work Plan, Technical Presentation along with deliberations & commitments(T2)	20	10
	Total Marks for Technical Qualification (T1+T2)	100	75

Only those Bidders who fulfil technical & commercial requirements and comply with the eligibility criteria will be short listed for financial bid opening.

8.7 The bidders to “qualify technically” should obtain the minimum qualifying marks against each eligibility criteria as detailed above.

8.8 Only those parties will be called for Technical Presentation who will qualify technically (T1).

8.9 The Price Bid shall be opened only for the bidders who qualify technically (T1+T2).

8.9 Techno-Commercial Evaluation of Tender

- a) Any bid which has not been submitted together with the Bid Securing Declaration shall not be considered for further evaluation.
- b) The MQR documents of the bidders shall be evaluated for confirming the eligibility of the bidder to quote.
- c) The bidder’s response in **Technical Sheet** will be scrutinized/ verified and evaluated by the concerned departments with the documents uploaded by the bidders to determine whether they are in conformity with the tender document.
- d) The tender will be evaluated on the basis of documents uploaded by the bidder online. The bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- e) Purchaser will determine the Techno-commercial acceptability of the bidders on the basis of the original offer and subsequent clarifications/confirmation, if any. For the purpose of this determination, a techno-commercially acceptable bid is one, which conforms to all the terms and conditions of the Bid Document and the requirements of all commercial terms and compulsory technical specifications without deviations, exceptions, objections, conditionality or reservations.
- f) After techno-commercial evaluation of bids, price bids of the techno-commercially acceptable bidders will be opened in the manner described in Clause 7.0. The Techno commercial bid that is not meeting the NIT requirement will be rejected by the Purchaser.

8.10 Financial Evaluation of Bid

- a. The quoted price shall remain firm without any price variation due to escalation.
- b. H1 status shall be determined after considering the Input Tax Credit available to CMPDI.

The Financial Bids of the technically qualified bidders will be opened online through CPP Portal.

- I. The bid having the Lowest Financial Offer (**LFO**) shall be termed as the Price of Lowest Financial Proposal (**LFP**) and will be awarded 100 marks.
- II. Financial score of other bidders will be calculated on the basis of following formula:

Financial Score of other bidder, $FS=100*(LFP/FP)$
(Adjusted to two decimal places)

FS= Financial score of Bidder under consideration
LFP= Price of Lowest Financial Proposal
FP= Price of Bidder under consideration

- III. Only fixed price financial bids indicating total price for all the work/services specified in this bid document will be considered.
- IV. Details of the taxes and duties leviable on the basic cost of the development of the museum to be indicated clearly in the financial bid.
- V. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "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. If there is a discrepancy between words and figures, the amount in words will prevail".

8.11 Combined Evaluation of Technical & Financial Bids

- a. Final evaluation of Bids shall be done under combined Quality and Cost Based System (QCBS). Under this system, the Technical Bid evaluation, i.e. Part-I, shall be allotted weightage of 70 % while the Price Bid evaluation shall be allotted the weightage of 30 % as indicated in clauses 8.6 to 8.12 of this Section -II.
- b. Bidders clearing the Technical Evaluation (scoring 75 or more out of 100) will have their price bids opened. Price Bid/BOQ submitted by such bidders shall be taken into account for price evaluation.
- c. The technical and financial scores secured by each bidder will be added using weightage of 70 % and 30 % respectively to compute a Composite Bid Score.
- d. The bidder securing the highest Composite Bid Score will be declared as the Best Value Bidder for award of the Project.

Note: - In the above calculations Evaluation of bids for the total score, score will be rounded up to two decimals.

Total score of the bidder party will be determined based on the following formula:

$$\text{Total score, } S=0.70 * S_t + 0.30* S_f$$

S= Final Combined Score
S_t= Combined Technical Score

S_f = Final Financial Score

As an example, the following procedure will be followed for evaluation:

In response to the NIT, say, 3 proposals A, B, C were received. The technical evaluation committee awarded marks to them as say 75, 80 and 90 respectively. The following Technical points are awarded by the Technical Committee: -

A: $75/90 = 83$ Points

B: $80/90 = 89$ Points

C: $90/90 = 100$ Points

The minimum qualifying marks is 75. All the three proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of the bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

A: Rs. 100 Lakh

B: Rs. 90 Lakh (L1) and

C: Rs. 110 Lakh

The committee gave them the following points for financial proposals:

As Bidder 'B' quoted lowest financial bid (LFP) hence it will be awarded 100% score

A: $(90/100) * 100 = 90$ Points

B: $(90/90) * 100 = 100$ Points

C: $(90/110) * 100 = 81.82$ points

In the combined evaluation, therefore, the evaluation committee calculated the combined technical and financial score as under:

Proposal A: $83 * 0.70 + 90 * 0.30 = 85.1$ points: H3

Proposal B: $89 * 0.70 + 100 * 0.30 = 92.3$ points: H2

Proposal C: $100 * 0.70 + 81.82 * 0.30 = 94.55$ points: H1

Proposal C at the evaluated combined score of (**H1**) will be declared as successful bidder and will be recommended for approval to the competent authority.

Note: - The CPP portal evaluates L1, L2 & L3 on the basis of price quoted by the bidders. However, in the present bid, the successful bidder H1, H2 & H3 will be decided both on technical as well as cost basis.

9.0 Bid Validity

The bids submitted online shall remain valid for a period of one hundred and twenty (120) days from the last/end date of submission of the bid. In exceptional circumstances, CMPDI may solicit the bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by e-mail / speed post /fax. A bidder may refuse the request and it will not imply future banning of the bidder. A bidder who accepts the extension of bid validity, will not be permitted to modify its bid.

10.0 Bid Currency

The bidder shall quote all prices in Indian Rupees only. No other currency shall be acceptable.

11.0 Influencing CMPDI

- Bidder shall contact CMPDI on any matter relating to its bid only in writing, from the time of the opening of bids to the time the Contract is awarded.
- Any effort by a bidder to influence CMPDI in CMPDI's bid evaluation, bid comparison or decisions to award the Contract shall result in rejection of the bidder's bid.

12.0 Award Criteria

The bidder whose total score of the combined evaluation of Technical and Price Bid evaluation is the highest shall be the H1 bidder.

In case, there are more than one bidder having the highest total score, the H1 bidder among such bidders shall be decided in the following manner sequentially till the single H1 bidder is decided.

- 1 The bidder securing the maximum technical score
- 2 The bidder who secure maximum marks in 'Past work experience' criteria;
- 3 In case the tie is still not broken then successful bidder will be decided based on the lottery system. CMPDI shall be the sole judge in this regard.

H1 bidder shall be the successful bidder, if the bid is acceptable with respect to Bid Documents and acceptable bid price. CMPDI shall award the Contract to the successful bidder.

13.0 Signing of the Contract Agreement

The Contract Agreement will be signed in 2 (two) originals on non-judicial stamp paper of appropriate value within 30 (thirty) days of issue of Notification of Award / Letter of Award and the successful bidder shall be provided with one signed copy of original Contract Agreement and the other will be retained by CMPDI. The Contract Agreement shall be executed between the successful bidder (as determined under clause 12.0 above) and the Owner through their respective authorised representatives.

14.0 Owner's Right to Accept / Reject the Bid

CMPDI reserves the right to accept or reject the bid, and to annul the bid process and reject the bid at any time prior to award of Contract Agreement, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder of the grounds for CMPDI's action.

15.0 Notification of Award:

Prior to the expiration of the period of bid validity/ extended bid validity, CMPDI will notify the successful bidder electronically on e-procurement portal of CMPDI which the bidder can download at its personalized dashboard on the portal. Additionally, it shall be communicated in writing by registered/speed post or by fax or by e-mail that its bid has been accepted. However, electronic communication shall be treated as 'Notification of Award'. The Notification of Award/ Letter of Award shall constitute the formation of the contract and will be considered for all purposes of execution of contract provisions, till such time as the written Contract Agreement is signed by the Parties.

16.0 Modification and Withdrawal of Bid

Modification of the submitted bid shall be allowed online only till the last date and time of submission of the bid and the bidder may modify and resubmit their bid online as many times as it may wish within this period. This resubmission can be done, using 'Rebid' option of the portal.

Bidders may withdraw their bids online using 'Withdrawal' option of the portal, within the last date of bid submission. However, upon such withdrawal, the bidder shall not be allowed to resubmit its bid pursuant to this NIT. **As such, the bidder is advised not to use this option, unless the bidder is certain not to participate in this tendering process again.**

No withdrawal/modification is allowed after the end date and time of bid submission.

17.0 Other Conditions

- a. This Notice Inviting Tender (NIT) shall be deemed to be part of the Contract Agreement to be entered into between the Owner and the successful bidder.
- b. CMPDI reserves the right to postpone the date of receipt and opening of bid or to cancel the tender without assigning any reason whatsoever, and CMPDI shall bear no liability, whatsoever, consequent upon such a decision. CMPDI reserves the right to reject any or all the bids without assigning any reasons whatsoever at its sole discretion. Any such action shall not be called into question and the bidders shall have no claim or cause of action in that regard against CMPDI or its officers, employees, bidder, agents, successors or assignees for rejection of its bids. Neither CMPDI nor its employees or advisers shall entertain any claim of any nature, whatsoever, including without limitation, any claim seeking costs, expenses or damages in relation to the preparation or submission of bids.
- c. Notwithstanding anything stated above, CMPDI reserves the right to assess the bidder's capability and capacity to perform the scope of work envisaged hereunder satisfactorily, should the circumstances warrant such assessment in the overall interest of CMPDI.
- d. No conditional bid shall be accepted.
- e. Any addendum/corrigendum/date extension etc. with respect to this tender shall be issued only on the CIL's e-procurement portal <https://coalindiatenders.nic.in> , CPP portal <https://www.eprocure.gov.in> . No separate notification or intimation shall be issued. Bidders are therefore requested to visit the indicated website regularly to keep themselves updated.
- f. CMPDI makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the Bid Documents. Each bidder must conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information and obtain independent professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement in relation to the same from appropriate sources to satisfy itself that the Bid Documents are complete in all respects.
- g. While the Bid Documents have been prepared in good faith, neither CMPDI nor its bidder, officers or employees make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Nothing in the Bid Documents shall be construed as legal, financial or tax advice. Any liability is accordingly expressly disclaimed by CMPDI, its bidder, partners, affiliates, their respective officers, agents and employees even if any loss or damage is caused by any act or omission

on the part of CMPDI, its bidder, partners, affiliates, their respective officers, agents or employees, whether negligent or otherwise.

- h. Capitalized terms and expressions used herein without being defined shall have the meaning assigned to them in Conditions of Contract (Section III).
- i. Any tampering with the excel files such as BOQ etc. which are downloaded by the bidder from the CIL e-procurement portal, will be treated as a Fraudulent Practice as defined in Clause 19.1 of ITB.
- j. DSC holder shall be the authorized signatory of the bidder (as explained in Clause 2.1 of the ITB). Bid has to be submitted in the name of the bidder in its own style and name. Detailed bidding process has been explained in Clause 2 of ITB.
- k. The bidder is required to accept unconditionally the online user portal agreement which contains the acceptance of all the terms and conditions of NIT, ITB, Conditions of Contract, Technical Specifications, and other conditions, if any, along with an online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the bidder online in order to become an eligible bidder.
- l. CMPDI reserves its right to apply the Public Enterprises Purchase Preference Policy as admissible under prevailing policy of GOI.
- m. No sub-contracting of the work as a whole by the successful bidder is permissible. Subcontracting in specified activities may be undertaken as indicated in Clause 9 of Conditions of Contract (Section III).

18.0 Pre-contract Integrity Pact and Independent External Monitors

The bidders will have to upload along with their offer, duly filled-in, signed and stamped (on each page) Pre-Contract Integrity Pact on the plain paper as per prescribed format enclosed as [Annexure III], failing which their offer may not be considered. The bidder must sign and stamp all pages of Integrity Pact and put name and designation of the signatory and witnesses at the last page of Integrity Pact. The LOB and Pre-Contract Integrity pact should be signed by the same person (duly authorised) on behalf of the bidder.

In terms of the Integrity Pact, the Independent External Monitor(s) (IEMs) nominated for this tender are as follows:

SI.	Name of IEM	Address	e-Mail ID	Mobile No.
1	Shri Jagdish Prasad Meena, IAS(Retired)	Flat A1/401, Bharat Apartments, Plot 8, Sector-18A, Dwarika, New Delhi-110075.	meenajp@gmail.com	08802334455
2	Shri Chet Ram Koli (Retired Principal Commissioner of Income Tax)	Flat No. 1701 Imperia, Mahavir Millennium, Near Sidhachal, Vasant Vihar, Thane (W), Maharashtra-400610.	cr_koli@yahoo.com	9869479987

In case of any grievance, bidders may approach the IEMs.

19.0 Prevention of Fraud and Corruption

- 19.1** It is CMPDI's policy to ensure that CMPDI as well as bidder should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the tendering process or during execution of the Contract.
- i. "Corrupt Practice" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the tendering process or to otherwise influence the tendering process or contract execution.
 - ii. "Fraudulent Practice" means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in the tender process or to secure a contract or in execution of the contract.
 - iii. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a selection process or affect the execution of a contract.
 - iv. "Conflict of interest" means if the bidder or their personnel have relationships or financial or business transactions with any official of CMPDI who are directly or indirectly related to the tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from CMPDI with an intent to gain unfair advantage in the tendering process or for personal gain.
 - v. "Obstructive practice" means to materially impede CMPDI's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding CMPDI's rights of audit or access to information.

Anything not specifically mentioned here or anywhere in the Bidding Documents, shall be dealt as per relevant law of the land.

The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the tendering process. Notwithstanding anything to the contrary contained in the Bidding Documents, CMPDI may annul the tendering process without being liable in any manner whatsoever to the bidders, if it determines at any time that the bidder has, directly or indirectly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Anti-competitive Practice, Collusive Practice, Coercive Practice, Conflict of Interest or Obstructive Practice (collectively the "Prohibited Practices") in the tendering process.

- i. CMPDI will reject a bid/proposal for award if it determines at any time that the bidder recommended for award was engaged in any Prohibited Practice as detailed under Clause no 19.1 of ITB during the selection process and/or execution of the Contract.
- ii. Without prejudice to the rights of CMPDI and the rights and remedies which CMPDI may have under the Letter of Award or the Contract, if the bidder is found by CMPDI to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices during the tendering process, or after the issue of the Letter of Award or the execution of the Contract Agreement, the bidder shall not be eligible to participate in any tender issued by CMPDI or its subsidiaries for specified period as per the relevant policies of CMPDI.

19.2 Conflict of Interest

A Bidder may be considered to have a Conflict of Interest with one or more parties in this bidding process, if:

- a) they have controlling partner(s) in common; or
- b) they receive or have received any direct or indirect subsidy / financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) a Bidder or any of its affiliate participated as a bidder in the preparation of the design or technical specification of the contract that is the subject of the bid; or
- f) In case of a holding company having more than one Subsidiary / Sister Concern having common business ownership / management only one of them can bid. Bidders must proactively declare such sister / common business / management in same/similar line of Business;

all such Bidders having a Conflict of Interest, shall be disqualified.

The bidders are required to give undertaking in r/o point no. (d) and (e) above in the format provided (Refer **ANNEXURE - IX**)

19.3 ONE BID PER BIDDER

Each Bidder shall submit only one Bid, either individually or a Public Ltd. /Private Ltd. company. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

19.4 Beneficial ownership of the bidder

The bidder represents and warrants that the ultimate beneficial ownership of the shareholders of the bidder do not belong to any country which shares land border with India, as specified under the General Financial Rules, 2017 read with OM no. F.No.6/18/2019-PPD dated 23 July 2020 issued by the Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (“**Indian Procurement Laws**”) read paragraph 3.1.1(a) of the Consolidated FDI Policy effective from 15 October 2020 issued by the Department for Promotion of Industry and Internal Trade (FDI Policy Section), Ministry of Commerce and Industry, Government of India. For the purposes of this clause determination of ultimate ‘beneficial ownership’ shall be made in accordance with the Foreign Exchange Management Act, 1999 read with all rules, regulations, circulars, guidelines and notifications issued thereunder (as amended from time to time).

An undertaking in the format given in Annexure I-D for the ultimate beneficial ownership of the bidder shall be submitted, in view of paragraph 3.1.1(a) of the Consolidated FDI Policy effective from 15 October 2020 issued by the Department for Promotion of Industry and Internal Trade (FDI Policy Section), Ministry of Commerce and Industry, Government of India (as amended from time to time).

In the event the bidder is incorporated or registered in a country which shares a land border with India, the bidder represents and warrants that it is registered with the competent authority, as prescribed under the Indian Public Procurement Laws. In such an event, the bidder shall submit a certified true copy of such registration obtained by the bidder with the competent authority.

In addition, the bidder shall: (a) disclose its ultimate beneficial ownership, in view of paragraph 3.1.1(a) of the Consolidated FDI Policy effective from 15 October 2020 issued by the Department for Promotion of Industry and Internal Trade (FDI Policy Section), Ministry of Commerce and

Industry, Government of India, as amended; and (b) ensure that the beneficial owner(s) of the bidder do not belong to any country which shares a land border with India. For the purposes of this sub-clause determination of 'beneficial owner' shall be made in accordance with the Foreign Exchange Management Act, 1999 read with all rules, regulations, circulars, guidelines and notifications issued thereunder (as amended).

20.0 Immunity to Government of India

It is expressly understood and agreed to by and between the bidder and CMPDI that CMPDI will enter into the Contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to the Contract and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that CMPDI is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of contract law. The bidder expressly agrees, acknowledges and understands that CMPDI is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrong arising out of the Bid Documents or the Contract. Accordingly, the bidder hereby expressly waives, release and forgoes any and all actions or claims including cross claims, impleader or counter claims against the Government of India arising out of the Bid Documents and/or the Contract and covenants not to sue the Government of India in any manner, claim cause of action or take any action whatsoever arising out of or under any Bid Document and/or the Contract.

Section III: CONDITIONS OF CONTRACT (CC)

1.0 Definition of Terms:

In the Contract, the following terms shall be interpreted as indicated below:

1.1 Contract elements

- i. **“Request for Proposal (RFP)”/ “Bid Document”** means the request to submit the proposals from the bidders, comprising of the following: (a) Section I- Notice for Tender (NIT); (b) Section-II- Instructions to Bidders (ITB); (c) Section-III- Conditions of Contract (CC); (d) Section-IV- Technical Specifications (TS); (e) Section V- Annexures and Appendices; and (f) Any amendments / corrigendum / clarifications to the Bid Documents.
- ii. **“Proposal”/ “Tender” / “Bid”** shall refer to the bid or proposal submitted by the bidder pursuant to the Bidding Documents and shall be construed as proposal as per Indian Contract Act 1872.
- iii. **“Contract”** means the Contract Agreement and the Contract Documents, together with any amendments and clarifications issued from time to time, provided that until the Contract Agreement is signed between the Owner and the Contractor/Service Provider, the LOA together with the Contract Documents, shall constitute the Contract.
- iv. **“CC”** means the Conditions of Contract set out under Section III.
- v. **“Contract Documents”** means the documents specified in CC Clause No 3.
- vi. **“Contract Agreement”** means the agreement to be entered into between Owner and the Contractor/Service Provider using the format of Contract Agreement contained in the Bid Documents. The date of the Contract Agreement shall be recorded in the signed form.
- vii. **“Contract Price”** or **“Contract Value”** means the quoted price, i.e., plus applicable goods and services tax (GST), payable to the Contractor/Service Provider, in INR (Indian Rupee), under the Contract which shall be set out in the Contract Agreement, as arrived at, based on the quoted success fee rate.
- viii. **“Notification of Award”/ “Letter of Award (LOA)”** means the official notice issued by the Owner notifying the Contractor/Service Provider that its bid has been accepted.
- ix. **“Pre-contract Integrity Pact”** means the agreement, in the format provided in Annexure III, to be submitted by a bidder at the time of submitting its bid in the manner set out in the Bid Documents. Non-submission or submission of an invalid Pre-Contract Integrity Pact will lead to rejection of the bid.

1.2 Entities

- i. **“Owner” / “Employer” / “Purchaser”/” Company” / “Department” / “Authority”** means **CMPDI** and shall include their respective successors and assigns.
- ii. **“Contractor” / “Service Provider”/ “Agency ”** means the bidder whose bid has been accepted by the Owner for the award of Contract and shall include such successful bidder's successors and permitted assigns.
- iii. **“Representative of Contractor” / “Representative of Service Provider”** means the person nominated by the Contractor / Service Provider and approved by the Owner to perform the duties delegated by the Contractor / Service Provider.
- iv. **“Parties”** means the Owner and the Contractor/ Service Provider collectively and “Party” shall mean any of them individually.
- v. **“Project Manager”** means the person/s appointed by the Contractor/ Service Provider to manage activities relating to Contract.

- vi. **“Nodal Officer/ Engineer-in-charge/ Designated Officer-in-charge”** means senior level officers appointed by the Owner to act as its authorised representative for the company and each cluster. The Nodal Officer shall be responsible for supervising and administering the Contract, certifying payment due to the Contractor, valuing variations to the agreement, awarding extension of time and valuing compensation events. For the above purposes, Director (Technical), CMPDI shall appoint a senior officer at CMPDI to act as Nodal Officer for CMPDI.

1.3 Subject

- i. **“Service(s)” / “Work(s)”/ “Assignment” / “Job”** means all technical, logistics, management and any other services to be provided by the Service Provider under the Contract for digital transformation of CMPDI Earth Science Museum.
- ii. **“Materials”** means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text in hard / soft copies) and on any medium, and hardware provided to the Owner under the Contract.
- iii. **“Intellectual Property Rights”** means any and all copyright, trademark and trademark applications, patents and patent applications, designs, works of authorship, inventions, invention registrations, service marks and service mark applications, trade dress, logos, domain names, trade names and corporate names, computer software, trade secrets and technical know-how and similar or other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent or future and whether or not registered, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

1.4 Activities

- i. **“Delivery”** means the delivery or provision of Services by the Service Provider/Contractor to the Owner.

1.5 Place and time

- i. **“Day”** means calendar day of the Gregorian calendar.
- ii. **“Week”** means continuous period of seven (7) days.
- iii. **“Month”** means calendar month of the Gregorian calendar.
- iv. **“Year”** means a period of twelve (12) consecutive months.
- v. **“Contract Period”** is the time period, in days, during which the Contract governs the relations and obligations of the Owner and the Service Provider in relation to the Contract.
- vi. **“Site”** means the office, land and other places upon which the Services are to be supplied and/or installed, and such other office, land or places as may be specified by the Owner in the Contract as forming part of the Site.

2.0 General:

- 2.1** The Conditions of Contract (CC) shall be read in conjunction with the Contract Documents and any other document forming part of the Contract, wherever the context so requires and shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 2.2** The language of the Bid/ offer, drawings & all correspondences between the Owner and the Contractor/Service Provider shall be in 'English' only. However, any printed literature furnished by the Contractor/Service Provider may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the bid, the English translation shall govern. The Contractor/Service Provider shall bear the costs and risks of such translation.
- 2.3** Words importing singular shall include plural and vice versa. The headings in the CC are for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.
- 2.4** Words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases.
- 2.5** Unless the context otherwise requires, all references to a person and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, governmental authority, association of persons, body corporate or partnership (wherever constituted/incorporated or whether or not having separate legal personality) of two or more of the above and shall include the successors and assigns.
- 2.6** Time shall be the essence in the performance of the Parties' respective obligations under the Contract. If any time period specified herein is extended, such extended time shall also be the essence of the Contract.
- 2.7** The rule of interpretation which requires that an agreement be interpreted against the person drafting it shall have no application in the case of the Contract.
- 2.8** Capitalized terms and expressions used herein without being defined shall have the meaning assigned to them under the other Bidding Documents and any other document forming part of the Contract.
- 2.9** References from or to any date mean, unless otherwise specified, from and including and to but excluding, respectively.
- 2.10** References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with its terms.
- 2.11** References to a statute or statutory provision includes a reference to: (i) the statute or the statutory provision as modified or re-enacted or both from time to time (whether before or after the date of the relevant document forming part of the Contract); and (ii) any and all subordinate legislation made under the statutory provision (whether before or after the date of the relevant document forming part of the Contract).

3.0 Contract Documents:

The term Contract Documents shall mean and include the following which shall essentially form an integral part of the Contract:

- i. Notification of Award / Letter of Award issued by Employer/Owner and duly accepted by the Service Provider;
- ii. Section- I; Notice inviting tender (NIT) including subsequent corrigendum/amendments/ clarifications, if any;
- iii. Section-II; Instructions to Bidders (ITB) including subsequent/corrigendum/amendments/ clarifications, if any;
- iv. Section-III; Conditions of Contract (CC) including subsequent corrigendum/amendments/ clarifications, if any;
- v. Section-IV; Technical Specification (TS) including subsequent corrigendum/amendments/ clarifications, if any;
- vi. Letter of Bid along with Appendices / Annexure(s)/ Attachments, work plan, technical presentation, etc.;
- vii. The Contract Agreement;
- viii. User Portal Agreement; and
- ix. Integrity Pact.

3.1 In the event of any ambiguity, discrepancy or conflict in any document or documents forming part of the Contract, the decision/clarification of the Owner shall be final and binding with regard to the intention of the document or Contract, as the case may be.

3.2 Format of Contract Agreement is enclosed as Appendix II.

4.0 Use of Contract Documents and Information:

4.1 The Service Provider shall not, without the Owner's prior written consent, disclose, reveal, publish, copy or otherwise provide/share the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Owner in connection therewith, to any person, other than a person employed by the Service Provider solely for the purpose of the performance of the Contract by the Service Provider. Disclosure to any such employed person shall be made in good faith, confidence and shall extend only as far as may be necessary for purposes of such performance. In addition, the Service Provider shall ensure that disclosure to such employed persons (a) have a need to know and (b) are bound in writing to protect the confidentiality of such proprietary information.

4.2 The Service Provider shall not, without the Owner's prior written consent, make use of any document or information enumerated in the Contract except for purposes of performing the Contract.

5.0 Notices:

5.1 Any notice given by one Party to the other pursuant to the Contract shall be sent to the other Party in writing or by e-mail and confirmed in writing to the other Party's address specified in the Contract Documents. The address and email (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Agreement are identified with its name below;

<u>Contractor</u>	<u>Owner</u> <u>(Director Tech of CMPDI)</u>
Attention: Designation: Address: Email: Contact number: Facsimile number:	Attention: Designation: Address: Email: Contact number: Facsimile number:

5.2 Either Party may substitute or change such address, email address, department or officer by giving a prior written notice of such change of not less than 10 (ten) days.

5.3 A notice shall be effective when delivered or on the effective date as may be indicated in the notice, whichever is later.

6.0 Security Deposit

6.1 Security Deposit shall consist of 2 parts as mentioned below and shall be submitted at award of work.

a) Performance Security/ Contract Performance Guarantee (first part of security deposit) shall be 3% of the Annualized value of contract amount and is to be submitted within 21 days of issue of LOA by the successful bidder and

b) All running on account bills shall be paid at 97%. The balance 3% shall be treated as Retention Money and will be second part of security deposit.

The security deposit shall bear no interest.

6.1.1 “Contract Performance Guarantee”

The Contractor shall submit with CMPDI a contract performance guarantee (“**Contract Performance Guarantee**”) for an amount equivalent to 3 % (three percent) of the Contract Value, within twenty-one (21) days of issue of LOA.

Further, the reduced percentage of Contract Performance Security shall continue for the entire duration of the contract and there will be no subsequent increase in Contract Performance Security beyond 31.03.2023. However, the benefit of the reduced Security Deposit will not be given in the Contracts under dispute wherein arbitration/court proceedings have been already started or are contemplated.

The Contract Performance Guarantee shall be submitted in either one of the following modes:

(a) Bank guarantee: The Contract Performance Guarantee may be in the form of an irrevocable, unconditional, payable on first demand performance bank guarantee from (i) any Scheduled Bank (as included in the Second Schedule of the Reserve Bank of India Act, 1934) acceptable to the Owner. If such bank guarantee is issued by an outstation branch of the relevant Scheduled Bank, the Contractor shall ensure that the Contract Performance Guarantee shall be operative at their local branch in Ranchi. In this regard, the bank guarantee shall contain complete postal address, telephone number, fax number and email address of both the outstation branch issuing the bank guarantee as well as its local operating branch; OR (ii) a foreign bank located in India and acceptable to the Owner. The performance bank guarantee provided by the Contractor shall be in the format enclosed as Appendix I and shall comply with the additional conditions stipulated under this clause 6 of the CC.

Or

(b) NEFT/RTGS/Demand Draft drawn in favour of **CMPDI** payable in Ranchi. (Bank Details to be given)

For avoidance of doubt, it is hereby clarified that CMPDI shall not be liable to pay any interest on the Contract Performance Guarantee so deposited by the Contractor.

6.1.2 Failure of the Contractor/Service Provider to comply with the requirements as above shall constitute sufficient ground for cancellation of the LOA.

6.2 While offering bank guarantee as the Contract Performance Guarantee, the Contractor/Service Provider shall ensure that the said bank guarantee remains valid for at least twelve (12) months from the date of LOA and shall be released/ renewed (for such further period), as may be required by the Owner. In addition, the bank guarantee shall remain in force until all the dues of the Owner (if any) are fully satisfied and the Owner certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee.

6.3 The Owner shall, without prejudice to its other rights and remedies hereunder, in law or equity, have the unqualified right to deduct/appropriate/encash from the Contract Performance Guarantee such sums as are due and payable by the Contractor/Service Provider to the Owner as may be determined in terms of the Contract, and the amount appropriated from the Contract Performance Guarantee shall have to be restored by Contractor/Service Provider within thirty (30) days of such deduction/ appropriation by the Owner, failing which the Owner shall be entitled to terminate the Contract.

6.4 The Contract Performance Guarantee provided in the form of bank guarantee issued by the bank on behalf of the Contractor/Service Provider shall be in favour of “CMPDI” in paper form as well as issued under “Structured Financial Messaging System (“**SFMS Platform**”)”. The issuing bank shall send the underlying confirmation message in IFN760COV or IFN767COV message type for getting the bank guarantee advised through CMPDI’s receiving bank. In addition, the issuing bank should mention “.....” in field no. “7037” of IFN760COV or IFN767COV. The message will be sent to the beneficiary bank through SFMS.

The details of beneficiary for issue of the bank guarantee towards Contract Performance Guarantee under SFMS Platform is furnished below:

Name of Bank: STATE BANK OF INDIA
Branch Name: CMPDI, KANKE ROAD
IFSC Code: SBIN0005598
Account No.: 10106155087
Customer ID: CMPDI LTD

The Owner shall be entitled to encash the bank guarantee submitted by the Contractor/Service Provider as the Contract Performance Guarantee, in the currency of such bank guarantee, in the event of the Contractor’s failure to complete the obligations under the Contract. A determination of such failure on the part of the Contractor shall be made by the Owner, in accordance with the Contract.

6.5 The “**Contract Performance Guarantee**” shall be refunded/returned within 2 (two) months on successful completion of the project. For this purpose, the “successful completion of the project”

shall be achievement of all milestones, activities & deliverables of digital transformation, in accordance with scope of services (Section IV):

- (i) as defined in the NIT;
- (ii) as envisaged by the Contractor in their Work Plan, Technical Presentation including additional commitments, if any; and

Provided that in case the Contractor is unable to successfully complete the project due to Force Majeure (as defined under clause 22 of the CC) or default of the Owner/Company, the Contract Performance Guarantee shall be refunded/returned by the Owner.

6.5.1 EMD Refund:

- a) If EMD is paid by the bidder in online mode (Direct Debit / NEFT / RTGS) then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).
- b) No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
- c) If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason, then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder.
- d) In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- e) If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his / her EMD will be refunded automatically after the opening of tender.
- f) The EMD of successful bidder (on Award of Contract) will be retained by CMPDIL and will be adjusted to Performance Security Deposit.
- g) Bid Security of bidder will not carry any interest during the period of retention in CMPDIL.

6.5.2 Refund of security deposit

The refund of performance security deposit shall be subject to company's right to deduct/appropriate its dues against the contractor under this contract or under any other contract. On completion of the work and certified as such by the HoD (ME), the security deposit remaining with the company shall be refunded.

Performance Security and 3% Retention Money shall be refunded within 60 days of the completion of the work after competent approval for closure of the contract as per relevant clause of the contract. (The date of completion of the work will be certified by the HOD (ME))

7.0 Applicable Law and Jurisdiction:

All questions, disputes or differences arising under, out of or in connection with the Contract and the relationship of the Parties hereunder shall be governed by and interpreted in accordance with the laws of India (both procedural and substantive) and, subject to Clause 8 of the CC herein below, the Parties hereby agree to submit to the jurisdiction of the courts in Ranchi only.

8.0 Settlement of Disputes:

“It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level.

The contractor should make request in writing to the Engineer-incharge for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the company.

Effort shall be made to resolve the dispute in two stages.

In first stage dispute shall be referred to GM / HoD of the concerned department for the tenders of HQ. If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

If differences still persist, the settlement of the dispute shall be resolved in the following manners:

8.1 Settlement of Disputes through Arbitration:

If the parties fail to resolve the disputes/ differences by in house mechanism, then, depending on the position of the case, either the employer/ owner or the contractor shall give notice to other party to refer the matter to arbitration instead of directly approaching Court.

The contractor shall, however, be entitled to invoke arbitration clause only after exhausting the remedy available for settlement of dispute as per provisions of the Tender document.

- i In case of parties other than Govt. agencies, the redressal of disputes/ differences shall be sought through Sole Arbitration as under.

Sole Arbitration:

“In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be). The award of the arbitrator shall be final and binding on the parties of this Contract.”

- a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
- b) It is further a term of this contract that no person other than the person appointed by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

- ii In case of Govt. agencies, the redressal of disputes/ differences shall be sought through Sole Arbitration as under.

Sole Arbitration:

“In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port trusts inter-se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Custom & Excise Departments), such dispute or differences shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dtd. 22.05.2018”.

9.0 Subcontracting:

Subcontracting is generally discouraged, and the Owner expects the Contractor to execute the entire project with its own resources. Accordingly, the Contractor shall not, as a whole, subcontract its rights or obligations under the Contract in relation to any work. However, with prior written permission of the Owner, the Contractor may sub-contract the work and/or services for digitization of CMPDI Earth Science Museum. For avoidance of doubt, it is hereby clarified that any subcontracting, as provided under this clause 9 of CC, shall not relieve the Contractor from any obligation, duty or responsibility under the Contract. In addition, the Owner shall not be responsible towards the subcontractor, in any manner whatsoever.

The Contractor shall ensure that such subcontracting of the digitization services (with prior written approval of the Owner) is not made to an entity or person which is incorporated, established or registered in any country which shares a land border with India or whose beneficial owner is situated in such a country or who otherwise does not comply with all the rules and regulations prescribed by the Government of India in this regard, including but not limited to General Financial Rules, 2017 read with OM no. F.No.6/18/2019-PPD dated 23 July 2020 issued by the Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India.

10.0 Activities and Milestones:

Sl. No.	Major Milestone Activities	<u>Activity Completion Time</u>
1.	Issuance of LOA	<u>T (Zero Date)</u>
2.	<ul style="list-style-type: none"> • Detailed Study/ Analysis and submission of Report based on concept plan and Implementation Strategy along with sub themes, space planning, list of objects for display etc. (Milestone-1) • Content and Story line Development: This is to be submitted in the form of a complete document detailing the content, story line, narratives etc., for approval. (Milestone-2) • Gallery Design: <ol style="list-style-type: none"> a. This will include gallery layout, design of showcases/display cases, placement of showcases, placement of objects, provision of digital equipment, interactive kiosks etc. b. Display design shall take into account sensitivity of antiquities like temperature, humidity, security, illumination level etc. The design shall also include formulation of appropriate content and the narratives (Wall text, Object Label, Group Label, Graphics Panel etc.) supporting all exhibits within all galleries, visitor flow patterns with preferred unidirectional entry-exit system. c. The gallery design shall represent the overall concept, the broad theme and sub themes. d. Design shall also include deployment of State-of-the-art latest digital technology for content browsing, interactive-immersive-experiencing interpretation comprising of large multi-touch screen display, seamless video walls, AR/VR application, large screen immersive projections, 4K video displays, smart multi-lingual audio guides along with content management system. e. Any other item necessary for Museum set-up and visitor’s interpretation and facilitation. 	<u>T + Two (02) months</u>

	<p>f. The successful bidder shall provide detailed floor drawings (good for construction) for execution along with a 3-D layout, and walkthrough model for the Gallery spaces along with the Bill of Material to depict the final presentation and for approval. (Milestone-3)</p> <ul style="list-style-type: none"> • Submit a plan for Curatorial walk of about 30 minutes for guided visit of the gallery space. (Milestone-4) 	
3.	<p>Presentation, Discussions and Acceptance of Concept plan & Implementation Strategy</p> <ul style="list-style-type: none"> • Presentation of Proposed implementation plan and discussions at CMPDI • Acceptance of the report by CMPDI • Submission of Final Report on Implementation Plan 	<u>T + Three (03) months</u>
4.	<p>Digital implementation: The successful bidder shall provide service of supervision and monitoring of work of fabrication, installation, testing and commissioning of the development of the galleries during execution of the work. (Milestone-5)</p> <ul style="list-style-type: none"> • The monthly progress report shall provide a status on the overall initiatives across the chosen units where digital transformation is happening • Monthly report should have design / execution / deployment progress on various digital initiatives against the planned roadmap • It should highlight notable achievements with specific KPIs and metrics in a transparent way • It should highlight specific risks/Constraints for the project and suggest mitigation strategies • It should also highlight any deviations from the roadmap and propose any adjustments to the digital strategy roadmap that may be needed 	<u>T + Eleven (11) months</u>
5.	<p>Project completion The Project completion should highlight the key accomplishments, implementation & operation of Museum on digital platform.</p>	<u>T + Twelve (12) months</u>

After detailed study/ analysis and during preparation of Report on Implementation of Digital Transformation Roadmap, the bidder shall be allowed to vary of the items as well as value of the items from that provided in Dip-stick study report submitted with the Bid by maximum 10% (ten percent).

11.0 Terms & Conditions of Payment:

11.1 Payment

Payments shall be released to the bidder on completion of milestone / activities (as applicable) subject to successful completion of “Digital Transformation” of CMPDI Earth Science Museum (as set out in Section IV). Payment will be paid to the bidder on achievement of actual implementation of work in accordance with the provisions set out in Clause 11.2 hereof.

11.2 Payment terms:

Payment will be made within sixty (60) days of the submission of specified documents against each milestone completion against each phase wise completion of work, as per payment schedule given below, along with three (3) copies of the tax invoices (separately indicating the basic price and applicable GST), subject to the veracity of the bill/invoice submitted by the Contractor. The Owner shall be entitled to seek all details and supporting documents from the Contractor, as will be

reasonably sufficient for the Owner to determine the accuracy of the bills/invoices raised by the Contractor.

Milestones:

Payments shall be released on completion of milestone / activities (as applicable) as given in Table below. This schedule may be read in conjunction with the Payment schedule given in Annexure VI. Activities mentioned in the columns 'Milestone' and 'Documents for completion of Milestone' correspond to the activities indicated in this schedule. Irrespective of the rescheduling of the activities, payments will be made on completion of the activities mentioned in the specified milestone.

Sr. No.	Description of Task	Milestone (s)	Documents for completion of Milestone	Expected completion Month
1	Phase -1– Implementation Roadmap Report- Quarter-I	Submission of the Draft Report laying out the structural roadmap, requirements of the project and laying out the overall implementation approach and roadmap to achieve the scope of work. Submission and acceptance of Report.	Detailed report submitted by the successful bidder with acceptance report duly signed by the authorised representative of CMPDI	<u>T + Three (03) months</u>
2	Phase 2 - Digital implementation- Quarter-II	Deployment of "key personnel" on for at least one year, with requisite qualification and experience. Successful Completion of activities/ milestones/ deliverables as per accepted Work Plan of the Bidder and certified by the Project Leader of the Bidder	Acceptance report duly signed by the authorised representative of CMPDI	<u>T + Six (06) months</u>
3	Phase 2 - Digital implementation – Quarter-III	Successful Completion of activities/ milestones/ deliverables as per accepted Work Plan of the Bidder and certified by the Project Leader of the Bidder	Acceptance report duly signed by the authorised representative at CMPDI.	<u>T +Nine (09) months</u>
4	Phase 2 - Digital implementation – Quarter-IV	Successful Completion of activities/ milestones/ deliverables as per accepted Work Plan of the Bidder and certified by the Project Leader of the Bidder	Acceptance report duly signed by the authorised representative at CMPDI.	<u>T + Twelve (12) months</u>
5	Project completion	Final completion & Execution of Museum as per scope indicated in the NIT	Final report duly signed and accepted by the authorised representative of CMPDI	<u>By End of 12 Months</u>

T = Date of issuance of LOA.

11.3 Paying authority: General Manager (Finance), CMPDI.

- 11.4** All payments shall be made by the Owner to the Contractor/Service Provider as per payment terms and only after signing of Contract Agreement and submission of following documents:
- i. Letter of Award (LOA) duly accepted by Contractor/Service Provider,
 - ii. Contract Performance Guarantee (CPG) as per Clause No 6.0 above,
 - iii. Any other document as specified in the LOA/Contract, and
 - iv. Any documents, as prescribed under the relevant law (such as the Central Goods and Services Tax Act, 2017), as may be required by the Owner for availing input tax credit.

In general, payment will be made within sixty (60) days of the submission of specified documents as per payment schedule, along with three (3) copies of the tax invoices (separately indicating the basic price and applicable GST), subject to the veracity of the bill/invoice submitted by the Contractor. The Owner shall be entitled to seek all details and supporting documents from the Contractor, as will be reasonably sufficient for the Owner to determine the accuracy of the bills/invoices raised by the Contractor.

- 11.5** The bills shall be raised at the end of each phase which will be paid within 60 (sixty) days after receipt and acceptance of the same. During the period of contract, no interest is payable on any amount whatsoever to Contractor/Service Provider.

- 11.6** The Owner/Company reserves the right to recover/ enforce recovery of any overpayments detected after payment as a result of post payment audit or technical examination or by any other means, notwithstanding the fact that the amount of Dispute, if any, of the Contractor/Service Provider exceeds the amount of such overpayment and irrespective of the facts whether such Dispute of the Contractor/Service Provider is the subject matter of the relevant proceedings for dispute resolution or not.

The amount of such overpayments may be recovered by the Owner in either of the following manner: (a) recovery from the subsequent bills under the Contract, failing which from Contractor/Service Provider's claim under any other contract with the Company; or (b) from the Contractor/Service Provider's Contract Performance Guarantee; or (c) payment by the Contractor/Service Provider of such amount of overpayment on demand. For this purpose, the Owner shall provide a written intimation to the Contractor of such overpaid amount, mode of recovery sought to be invoked by the Owner and the time period within which such recovery may be completed.

- 11.7** Amount payable/ recoverable for any subsequent change in the tax component on service contract will be made to/from the Contractor/Service Provider after departmental verification of such changes of tax laws issued by statutory authority.

11.8 e-Payment

The Owner shall make all the payments under the Contract/Services to the Contractor/Service Provider through e-payment system. The Contractor/Service Provider shall open an account with banks having Core Banking Facility (CBS Branch) and fill in enclosed ELECTRONIC FUND TRANSFER (EFT) FORM set out at Annexure II.

Liquidated damages as per clause 19.0 of CC shall be applicable.

12.0 Procurement & Sourcing of Goods, Works and Services for the Project

The procurement and sourcing of goods, works & services including hardware and software as specified and agreed under the scope of services shall be procured by the successful bidder, as suggested in the work plan/Technical Presentation. The Company shall not be responsible for any delay in the procurement process and completion of major milestone activities mentioned in Time Schedule for Completion of Scope of Services in Clause 1.5.1 (Section IV).

The goods, works & services including hardware and software shall be procured in the name of the Owner or the ownership/right of the procured item shall stand transferred to the Owner after completion of digitalization. Payment for supplied goods, works and services shall be made on certification by the successful bidder and the Nodal Officers, in accordance with the accepted final completion & execution of Digital transformation of CMPDI Earth Science Museum.

12.1 Make in India (MII) Order

The Owner will follow the “Public Procurement (Preference to Make in India), Order 2017” as per office order No. P-45021/2/2017-B.E.-II dated 15 June 2017 as revised vide orders dated 4 June 2020 and 16 September 2020 issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Govt. of India.

Any other instruction(s) or order(s) issued by Government in this regard shall be complied with by the Owner. The successful bidder shall also abide by any applicable order(s) or instruction(s) issued by Government of India for compliance in this regard.

13.0 Taxes and Duties

- (i) The Contractor/Service Provider shall be entirely responsible for payment of all taxes, duties, fees and other levies that are payable in respect of the Contract/Services and the performance of the Services, except GST as applicable, which will be payable by the Owner to the Contractor.
- (ii) No additional claim on account of any taxes, duties, fees and other levies or interest thereon shall be entertained by the Owner except as provided in paragraph (iii) below.
- (iii) If during the Contract Period (or any extension thereof, not being an extension for reasons attributable to the Contractor/Service Provider) any new taxes are notified by the applicable statutory authority in India and such new taxes are applicable on the goods/ services, then such new taxes shall be on the Owner’s account. No extra payment will, however, be made without presentation of supporting documents.
- (iv) If it is statutory requirement to make deductions towards any taxes and duties, the same shall be made by the Owner and a certificate for the same shall be issued to the Contractor/Service Provider. Contractor/Service Provider will indemnify CMPDI for any tax loss suffered by CMPDI due to any non-compliance of tax laws by Contractor/Service Provider.
- (v) All applicable taxes, duties including but not limited to custom duties, surcharges / cess etc. and other levies for all transactions under the Contract are included in the Contract Price, other than GST.
- (vi) The Contractor/Service Provider shall be solely responsible for the taxes that may be levied on the Contractor/Service Provider’s persons or on earnings of any of its employees and shall hold the Owner indemnified and harmless against any claims that may be made against the Owner in this regard. The Owner does not take any responsibility whatsoever regarding taxes under Indian Income Tax Act, 1961 for the Contractor/Service Provider or his personnel. If it is obligatory under the provisions of the Indian Income Tax Act, 1961 deduction of income tax at source shall be made by the Owner.

- (vii) All tax invoices to be raised by the Contractor/Service Provider must be in compliance with the applicable Goods and Services Tax laws including the relevant acts, rules, regulations and notifications made there under (the “**GST Laws**”) and should bear the GSTIN number of the Owner on whom such invoices have been raised. The rate and amount of central goods and services tax (“**CGST**”), state goods and services tax (“**SGST**”), integrated goods and services tax (“**IGST**”), and GST (Compensation to state) cess, related to supply of goods and/or services, shall be shown separately in the tax invoices.
- (viii) The CGST and SGST, IGST and GST (Compensation to state) cess, as applicable at the time of supply of goods and/or services, shall be paid extra against submission of proper tax invoice, as referred above, by the Contractor/Service Provider so that the Owner is able to avail Input Tax Credit (ITC) of such CGST and SGST, IGST, GST (compensation to state) cess reflected in the tax invoice.
- (ix) If the Owner fails to claim Input Tax Credit (ITC) on eligible Inputs/Capital Goods/Input services or the ITC claimed is disallowed due to failure on the part of the Contractor/Service Provider in including the tax invoices issued to the Owner in its relevant returns under GST, issue of proper tax invoices or any other reason whatsoever, the applicable taxes & cess paid based on such tax invoice shall be recovered from the current bills or any other dues of the Contractor/Service Provider.
- (x) The amount of CGST & SGST or IGST, GST (Compensation to State) cess, as indicated in the tax invoice shall be normally paid only when they appear in GSTR 2A of the Owner and the Contractor/Service Provider has filed the valid return in accordance with the applicable provisions of the GST Laws. However, if Owner decides to pay the taxes before reflection of invoice in GSTR 2A, Owner reserves the right to recover the said taxes from the current bills or any other dues of the Contractor, if such invoices are not reflected in GSTR 2A as per the provisions of the GST Laws.
- (xi) In the event of any additional tax liability accruing on the Contractor/Service Provider due to classification issue or for any other reason, the liability of the Owner shall be restricted to the amount of GST charged on the original tax invoice issued by the Contractor/Service Provider.
- (xii) In the event of recovery of any claim towards liquidated damages, deduction, fee, fine or any other charges from the Contractor/Service Provider, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the Contractor/Service Provider against its bill/invoice or any other dues to be recovered from the Contractor/Service Provider.

14.0 Intellectual Property Rights (IPR)

14.1 In order to perform the Services, the Contractor/Service Provider must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, copyrights, trademarks, names or other protected/ proprietary rights and shall keep the Owner harmless and indemnify the Owner from and against any third party claims, proceedings, damages, penalties, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of the said patents, registered models, trademarks, names or legally protected/ proprietary rights.

14.2 Ownership: All documents, materials, reports, information, data, computer software/tools etc. and Intellectual Property Rights vesting therein, as may be collected by the Contractor/Service Provider, or which shall at any time come into the possession of the Contractor, during the course of providing Services or in connection with the scope of work under the Contract or Bid Documents, shall be the sole and exclusive property of the Owner and shall be submitted to the Owner, at any time as may be required by the Owner.

- 14.3** Contractor/Service Provider shall not be entitled either directly or indirectly to make copies or otherwise make use of the documents, reports given by the Owner for carrying out of any services with any third parties.
- 14.4** Contractor/Service Provider shall not, without the prior written consent of the Owner, be entitled to publish studies or descriptive article, with or without illustrations or data in respect of or in connection with the performance of Services.
- 14.5** No Services covered under the Contract shall be sold or disposed by the successful bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The successful bidder shall indemnify the Owner, from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the bidder, and the Owner shall be defended in the defence of any proceedings which may be brought in that connection.
- 14.6 Assignment:** The bidder agrees and hereby assigns the Owner all inventions, discoveries, developments, improvements (whether or not patentable), works of authorship (whether or not copyrightable), data, analyses, plans, report, information, materials, computer hardware/software and other Intellectual Property Rights which are conceived, developed or reduced to practice, or caused to be conceived, developed or reduced to practice during the Contract Period and/or in connection with the Contract.
- 14.7 Waiver of moral rights:** The bidder further waives and relinquishes, in perpetuity, exclusively to and in favour of the Owner, all residual rights, including moral rights in the developed work, report, data or other Intellectual Property Right in connection with the Contract.

15.0 Third Party Software:

Any third party software used by the Contractor/Service Provider as part of the offered services, must neither be in infringement of any intellectual property right nor under litigation for any Intellectual Property Rights infringement or title ownership or any other violation, at the time of the signing of the Contract Agreement.

16.0 Confidential Information:

- 16.1** The Contractor/Service Provider, including the Contractor/Service Provider's directors, officers, employees, affiliates, or its expressly authorized representatives or agents will not at any time during the Contract Period or after the termination of the Contract, disclose to any person any information, including but not limited to any documents, components, parts, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance, invention, research, design or development of information system or any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of the Owner, in any jurisdiction, and any amendments or supplements thereto. The Contractor/Service Provider agrees that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.

The Contractor/Service Provider shall not disclose to others or use for its own benefit or for the benefit of others, any proprietary information which is disclosed to the Contractor/Service Provider by the Owner at any time during the Contract Period / while issuing the LOA / during execution of work or thereafter. The Contractor/Service Provider may disclose proprietary information received under the Contract to persons employed within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such proprietary information.

Disclosure to any such employed person shall be made in good faith, confidence and shall extend only as far as may be necessary for purposes of such performance.

This clause shall survive and continue after the expiration or termination of the Contract. The Contractor/Service Provider shall ensure that its employees, agents, representatives, successors and agents adhere with the confidentiality obligations as mentioned herein and are bound by the similar confidentiality obligations as stipulated under the Contract.

- 16.2** The obligation of the Contractor/Service Provider in Clause No 17.1 above, however, shall not apply to any information which:
- a. is now or hereafter becomes publicly known or available without the breach of the Contract;
 - b. was previously in the possession of the Contractor/Service Provider without any obligation of confidentiality and which was not acquired from, provided, given, sold or otherwise disclosed (directly or indirectly) by the Owner pursuant to the Contract;
 - c. otherwise lawfully becomes available to the Contractor/Service Provider from a third party that has no obligation of confidentiality;
 - d. is independently developed by the Contractor/Service Provider; or
 - e. Is required to be provided under any law or process of law duly executed.

17.0 Objections and Removals:

17.1 The Owner may, by notice to the Contractor/Service Provider, object to any representative or person employed by the Contractor/Service Provider in the execution of the Contract/Services who has been found to be prima facie guilty of any corrupt or fraudulent act or misbehaviour. The Owner shall provide evidence of the same, whereupon the Contractor/Service Provider shall forthwith remove such person from work under the Contract.

17.2 If any representative or person employed by the Contractor/Service Provider is removed in accordance with CC clause 18.1, the Service Provider shall appoint a replacement having the requisite expertise and qualifications within fifteen (15) days of such removal.

18.0 Liquidated Damages (“L.D.”) for delay in Service:

- a) If the successful bidder fails to maintain the required progress in terms of the agreed time or to complete the work on or before the date of completion of work or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as compensation/ ‘Liquidated Damages’ (LD) @ half percent (1/2%) of the Contract price (exclusive of GST) per week of delay. The aggregate of such compensation/ compensations shall not exceed 10 (ten) percent of the Contract Price (exclusive of GST). The amount of compensation may be adjusted or set-off against any sum payable to the bidder under the Contract or any other contract with the Employer.
- b) CMPDI if satisfied, that the works can be completed by the successful bidder within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D.
- c) In the event of extension grant being with L.D., CMPDI shall be entitled, without prejudice to any other right or remedy available to CMPDI under the Contract, in law or in equity, to recover from the bidder as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling of 10% of the Contract Price (exclusive of GST).

- d) CMPDI, if not satisfied that the works can be completed by the bidder and in the event of failure on the part of the bidder to
- e) complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available to CMPDI under the Contract, in law or in equity, to rescind the Contract.
- f) CMPDI, if not satisfied with the progress of the contract and in the event of failure of the bidder to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the Contract.
- g) In the event of such termination of the Contract as described in sub-clauses (d) and (e) above, CMPDI shall be entitled to recover L.D. up to ten percent (10%) of the Contract Price (exclusive of GST) and forfeit the equivalent amount of the Contract Performance Guarantee, as retained by CMPDI. Besides, CMPDI may get the work completed by other means at the risk and cost of the bidder.
- h) L.D. shall be imposed when the delay or failure is attributed solely to the bidder default for any reason whatsoever.
- i) CMPDI may waive the payment of L.D, depending upon merit of the case, on request received from the bidder if the entire work is completed within the date as specified in the Contract or as validly extended without stipulating any deductions or other charges.
- j) The amount of liquidated damages as stipulated under clause 19 hereunder, is agreed and understood to be a genuine pre-estimate of the loss or damage suffered by the Owner as a result of delay by the Contractor and the Contractor hereby unconditionally agrees that the amount of liquidated damages does not constitute a penalty of any nature whatsoever.

19.0 Intellectual Property Rights Indemnity:

19.1 The Contractor/Service Provider shall indemnify and hold harmless the Owner its subsidiaries and their respective employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Owner, its subsidiaries and their respective employees and officers may suffer as a result of a third party action for any infringement or alleged infringement or any other violation of any Intellectual Property Rights by reason of use of the software and materials used by the Contractor/Service Provider for the performance of the Contract.

19.2 If any proceedings are brought or any claim is made against the Owner/ the subsidiaries arising out of the matters referred to Clause No 19.1 above, the Owner shall promptly give the Contractor/Service Provider notice of such proceedings or claims, the Contractor/Service Provider shall have sole control on the conduct of such proceedings or claim and any negotiations for the settlement of any such proceedings or claim and the Owner shall provide the Contractor/Service Provider with the assistance, information, and authority reasonably necessary to perform the above.

20.0 Providing of Service:

The Goods and items to be procured and installed for implementation of Digitization shall have maintenance support from the Service Provider for at least 2 (two) years after expiry of the Contract Period.

Material/Equipment and other resources used by the Service Provider for providing the desired services under the contract shall be governed by clause 15 of CC on “Intellectual Property Rights (IPR)”.

21.0 Force Majeure:

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

- a) act of God, natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics, pandemics, outbreak of diseases (including the COVID-19 virus), quarantines, national or regional emergencies, government acts or orders (which a Party is not responsible for), extremely adverse weather conditions, natural disaster, floods, war, lightning, landslide, cyclone, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosions;
- b) acts of any government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes; or
- c) Any event or circumstances of a nature analogous to any of the foregoing.

Provided that either Party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

21.2 Bidder will advise, in the event of it having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the clause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting beyond two (2) months, if arising out of Force Majeure, the contract may be terminated at the discretion of the Owner.

21.3 For delays arising out of Force Majeure, the bidder shall not claim extension in completion date for a duration exceeding the period of delay attributable to the causes of Force Majeure and neither Employer nor the Contractor shall be liable to pay extra costs (like increase in rates, idle charges for labour and machinery etc.). Provided that, it is mutually established that the Force Majeure conditions did actually exist.

21.4 If any of the Force Majeure conditions exists in the place of operation of the Contractor even at the time of submission of Bid it will categorically specify them in its bid and state whether they have been taken into consideration in its quotations.

21.5 The bidder or CMPDI shall not be liable for delays in performing their obligations resulting from any Force Majeure cause as referred to and/or defined above.

22.0 Termination of Contract

22.1 CMPDI shall be entitled to cancel and terminate the Contract in full or in part, if the bidder:

- a) defaults in providing Services with due diligence and continues to commit such default even after a notice of such default in writing from CMPDI; or
- b) commits breach in complying with any of the terms and conditions of the Contract and fails to remedy or take effective steps to remedy to the satisfaction of CMPDI, within the cure period notified in writing by CMPDI; or
- c) fails to complete the work or items of work with individual dates of completion, on or before the scheduled date/dates of completion (as set out under Section IV - Technical Specification) or if extended in writing by CMPDI, within such extended period; or
- d) offers or gives or agrees to give any person employed with CMPDI or any public servant (as defined under the Prevention of Corruption Act, 1988) or to any other person on behalf of such CMPDI employee or public servant, any gift or consideration of any kind as an inducement or

reward for act/acts of favour in relation to the award or execution of the Contract or any other contract with CMPDI; or

- e) Tries to obtain a contract with CMPDI by way of ring tendering or other non-bonafide method of competitive tendering.

22.2 Actions after partial cancellation/termination of contract.

If the progress of the work or of any portion of the work is unsatisfactory, the Engineer-in-charge/ Designated Officer-in-charge, after giving the contractor 15 days' notice in writing, without fully cancelling/terminating the contract, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process, either wholly or partly.

In such an event, the contractor shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:

- i) Forfeiture of security deposit comprising of performance guarantee and retention money at disposal of the employer.

Or

- ii) 20% of value of cancelled work. The value of the cancelled work shall be calculated for the items and quantities cancelled (as per provision of agreement) at the agreement rates when notice in writing for termination of work was issued to the contractor. The certificate to be issued by the Engineer-in-charge/ Designated Officer-in-charge for the cost of the work cancelled/terminated shall be final.

The contractor, from whom part work is being taken out, shall not be allowed to participate in the tendering process if any.

In the event of above course being adopted by the Engineer-in-charge/ Designated Officer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipments or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract.

All the other terms and conditions of contract shall remain unaltered.

- 22.3** Upon the occurrence of any of the aforesaid event, CMPDI shall give a fifteen (15) days' notice in writing to the bidder of its decision to exercise its right pursuant to this Clause 23.

23.0 Deductions from Contract Price:

All costs, damages or expenses paid/ to be paid by the Owner for which under the Contract the Contractor/ Service Provider is liable, shall be claimed by the Owner. Such claims shall be paid by the Contractor/ Service Provider within thirty (30) days from the claim by the Owner, failing which the money due or becoming due to the Contractor/ Service Provider shall be recovered from the Contractor in the following manner: (a) recovery from the subsequent bills under the Contract, failing which from Contractor/Service Provider's claim under any other contract with the Owner; or (b) from the Contractor/Service Provider's Contract Performance Guarantee. For this purpose, the Owner shall provide a written intimation to the Contractor of such amount (due and payable by the Contractor), mode of recovery sought to be invoked by the Owner and the time period within which such recovery may be completed.

24.0 Merger, Acquisition or Divestitures of the Contractor/Service Provider:

In case of merger, acquisition or divestiture of the Contractor/Service Provider, the acquiring, resulting or Transferee Company shall be bound by the terms and conditions of the Contract during the Contract Period and for a period of at least five (5) years from the date of completion of the project, at no additional cost to the Owner.

25.0 Insurance to be taken out by the Contractor/Service Provider:

The Contractor/Service Provider shall obtain and maintain in full force and effect, at its own cost, adequate insurance against the risks, and for the coverage specified below:

- a. All consequences of occupational accidents or illness, employer's liability and workman's compensation insurance in respect of the personnel of the Contractor/Service Provider, in accordance with the relevant provisions of the applicable laws of India, as well as, with respect to such personnel, any such life, travel or other insurance as may be appropriate.
- b. Insurance against loss of or damage to (i) the Contractor/Service Provider 's property used in the performance of the Services and (ii) any documents prepared by the Contractor/Service Provider in the performance of the Services, by theft, fire or any natural calamity.
- c. Contractor/Service Provider shall carry or cause to be carried insurance covering all Contractor/Service Provider's equipment against loss or damage at all times.
- d. In addition to the above, the Contractor/ Service Provider shall be responsible to obtain all such appropriate insurances that it is required to obtain under applicable law as well as to adequately cover its obligations under the Contract.

26.0 Loss of or Damage to Property; Accident or Injury to Workers; Indemnification:

The Contractor/Service Provider shall in addition to any indemnity provided by law, indemnify and hold harmless the Owner, its subsidiaries and their respective directors, employees, officers and agents from and against any and all suits, actions or administrative proceedings, claims demands, losses, damages, costs, charges and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury to any person or loss of or damage to any property, arising in connection with the execution/provision of the Services and by reason of the negligence of the Contractor/ Service Provider or its sub-contractors, or other employees, officers or agents, except any injury, death or property damage caused by the negligence of the Owner, its contractors, employees, officers or agents.

27.0 Limitation of Liability of Contractor/Service Provider:

CMPDI shall in no way be responsible for any liabilities arising out of any act or omission attributable to the bidder personnel, experts, engineers, sub-contractors, licensors, collaborators, vendors, or subsidiaries. Similarly, the bidder shall in no way be responsible for any liabilities arising out of any act or omission attributable to the CMPDI's personnel.

Except in cases of fraud, criminal or gross negligence or wilful misconduct,

- a. Contractor/Service Provider shall not be liable to the Owner, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs; and
- b. The aggregate liability of Contractor/Service Provider to the Owner, whether under the contract, in tort or otherwise including the cost of repairing the implemented solution, shall not exceed the 100 % (hundred) of the total Contract Value plus escalation, provided that this

limitation shall not apply to any obligation of the Contractor/ Service Provider to indemnify the Owner/ its subsidiaries under the Contract.

28.0 Severability:

If, for any reason whatsoever, any provision of the Contract is determined to be or becomes illegal, invalid or unenforceable, or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the remaining provisions of the Contract shall not be affected in any manner and shall be deemed to be in full force and effect as if such invalid, illegal or unenforceable portions were not contained herein. The Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution mechanism set forth in the Contract or otherwise.

29.0 Binding Effect:

The Contract shall be binding upon and shall inure to the benefit of the Owner and the Contractor, and the respective successors and permitted assigns, if any, of each Party.

30.0 Survival:

Notwithstanding anything to the contrary written in the Contract, (a) the rights, liabilities and obligations of the Owner and the Contractor/ Service Provider which by their very nature shall survive termination or completion of the Contract; (b) any termination or expiry of the Contract shall be without prejudice to the rights and obligations of the Parties which have accrued prior to such termination or expiry; and (c) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

31.0 Entire Agreement/ Waiver:

31.1 The Contract together with the annexures, appendices and schedules to each Contract Document (if any) sets forth the entire agreement between the Owner and the Contractor, and supersedes all communications, negotiations and agreements (whether written or oral) between the Parties with respect thereto made prior to the date of execution of the Contract Agreement and such communications, negotiations and agreements shall not affect or modify any of the terms or obligations set forth in the Contract, except as the same may be made part of the Contract in accordance with its terms, including the terms of any of the Contract Documents. For the avoidance of doubt, the Parties hereto agree that any obligations of the Contractor arising from the Bid Documents shall be deemed to form part of the Contract and treated as such.

31.2 None of the provisions of the Contract shall be considered waived (including partial or conditional waiver) by either the Owner or the Contractor/ Service Provider unless any of them gives such waiver in writing and executed by a duly authorised representative of the Party to the other Party. No such waiver shall be of any past or future default, breach or modification of any terms, provisions or conditions of the Contract unless expressly set forth in such waiver. Without prejudice to the foregoing, none of the following shall release the Contractor/ Service Provider from any of the warranties or obligations under the Contract or be deemed a waiver of any right or remedies as to any other, prior or subsequent default under the Contract:

- a. Failure by the Owner to insist upon strict performance of any terms or conditions of the Contract;
or
- b. Failure or delay by the Owner to exercise any rights or remedies provided herein or under applicable law;
- c. Failure by the Owner to properly notify the Contractor/ Service Provider in the event of breach, except for any breach which according to the provisions of the Contract is required to be notified; or
- d. Grant of time or other indulgence by the Owner to the Contractor shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

It is hereby clarified that any waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement shall not affect the validity or enforceability of the Contract in any manner.

32.0 Amendment:

No amendment or other variations to the Contract shall be valid and effective unless such variation or amendment: (a) is agreed to in writing by the Parties; (b) is dated; (c) expressly refers to the Contract; and (d) is signed by a duly authorised representative of each Party to the Contract.

33.0 Relationship

The Contract shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

34.0 Third parties

The Contract is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in the Contract shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to the Contract.

35.0 Legal Jurisdiction:

Matters relating to any dispute or difference arising out of the Tender and Contract shall be subject to the jurisdiction of the competent courts in Ranchi, Jharkhand only.

36.0 Waiver of immunity

Each Party unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of the Contract constitutes commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to the Contract or any transaction contemplated by the Contract, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

- (d) consents generally, in respect of the enforcement of any judgment or award against it in any such proceedings and to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

37.0 High Power Committee Recommendation

The successful bidder shall employ suitably qualified and skilled persons and shall be responsible for payment of wages to them in accordance with the applicable laws and in consonance with the recommendations of the High Power Committee Recommendations as set out under Annexure VII.

Section IV: TECHNICAL SPECIFICATION

1.0 SCOPE OF WORK

1.1 BACKGROUND: CONTEXT

CMPDI Earth science museum is responsible for the preservation and care of the artefacts, documents, and other objects of artistic, historical, cultural and scientific importance related to Earth. Presently museum is having physical models with written information and dioramas and are mechanically animated. With the aim to enhance better digital experience like Videos, Audios, AR, VR and textual representation of models makes visitors and students more understanding of science and technology. CMPDI Earth science museum requires a comprehensive digital platform/kiosk from which not only stakeholders, but visitors and outsiders can also take benefit.

By implementing the Digital Platform and Audio-visual system, CMPDI Earth science Museum can present all up-to-date information without technical hassle through Content Management System (CMS) to visitors/ users. User should be able to quickly browse, search and filter any information on kiosk with simple touch.

In view of the above, CMPDI intends to select and appoint reputed Agency to study and suggest approach and also implement the Digital Platform and Audio-visual system for CMPDI Earth science Museum.

This work shall be completed in different phases within 12 months.

1.2 OBJECTIVES

The primary objectives of this work, within the scope of Services, are as under:

- 1.2.1** The objective will be to introduce modern display techniques and presentation of different galleries of CMPDI Earth Science Museum in respect of design, display, interaction and interpretation.
- 1.2.2** Formulation of appropriate content and the narratives supporting all exhibits within all galleries.
- 1.2.3** Deployment of State-of-the-art digital technology for content browsing, interactive-immersive-experiencing interpretation comprising of multi-touch screen display, seamless video walls, AR/VR application, holographic projection, large screen immersive projections, smart multi-lingual audio guides along with content management system.

1.3 EXISTING MUSEUM DETAILS:

At present 42 nos. of Galleries are functioning in CMPDI Earth Science Museum, out of which a brief description of some important galleries are given below: -

1.3.1 Working Models of Opencast and HEMM

This Model displays the Methods of Open cast coal mining with different working models of various HEMM (Heavy earth moving machinery) used for Mining operations. In Open cast mining, large machines remove the topsoil and layers of rock known as overburden to expose coal seams. Once

the coal seam is exposed, it is drilled, fractured and thoroughly mined in strips. The coal is then loaded onto large trucks or conveyors for transport to either the coal preparation plant or directly to where it will be used.

1.3.2 Underground Mining Gallery and Model

In underground coal mining, the working environment is completely enclosed by the geological medium, which consists of the coal seam and the overlying and underlying strata. Modern underground coal-mining methods can be classified into four distinct categories such as Board-and-Pillar, Longwall, Short wall, and Thick-seam.

There are number of special methods designed to mine underground coal, as the situations of thick seams, highly inclined seams etc. demand.

1.3.3 Solar Systems

This gallery displays the origin and Evolution of Universe, Creation of Sun and the solar system.

The prevailing model for the evolution of the universe is the Big Bang theory. The Big Bang model states that the earliest state of the universe was an extremely hot and dense one, and that the universe subsequently expanded and cooled.

The Sun and the rest of the solar system formed from a giant, rotating cloud of gas and dust called a solar nebula about 4.5 billion years ago.

1.3.4 Evolution of Humans

This gallery exhibits the Evolution of Mankind and how they survive in the caves. Human evolution is the lengthy process of change by which people originated from apelike ancestors. Scientific evidence shows that the physical and behavioural traits shared by all people originated from ape like ancestors and evolved over a period of approximately six million years.

1.3.5 Life in Earth

This gallery expose the landscape of Carboniferous periods, Permo-Triassic period and Cretaceous Period etc. and various reptiles and Dinosaurs.

About 3.5 billion years ago, first life forms-unicellular organism-begins to appear and then multicellular ones.

After Devonian, Carboniferous period as Permian proceed after glaciation, reptiles dominate over amphibians on land. Later mammals like herbivore reptiles gain supremacy. The Jurassic from the Jura Mountains is a geologic period and system that spanned 56 million years from the end of the Triassic Period 201.3 million years ago.

1.3.6 Different types of Rocks and Minerals

These galleries exhibit different varieties of rocks and its types. Rocks are mineral aggregates with a combination of properties of all the mineral traces. Any unique combination of chemical composition, mineralogy, grain size, texture, or other distinguishing characteristics can describe rock types. Additionally, different classification systems exist for each major type of rock. There are different types of rocks existing in nature.

- Igneous Rocks (Rocks formed by fire)

- Sedimentary Rocks (Rocks that settled)
- Metamorphic Rocks (Rocks that changed character)

1.4 Detailed Scope of Work

1.4.1 Developing a Concept Plan: This plan will be based on a single holistic theme after taking into consideration of the available space, number & types of objects and their context & importance in the overall theme for creating a seamless narrative. Complete list of objects will be made available to the bidder. The concept plan should also incorporate aspects for making overall presentation more interactive and enriching visitor's experience.

1.4.2 Creation of Sub themes: Under the aegis of the overall concept plan, different sub themes will be created based on physical space separation, timeline and availability & contextualisation of objects. The bidder shall provide the Concept Plan along with sub themes, space planning, list of objects for display etc. **(Milestone-1)**

1.4.3 Content and Story line Development: Based upon sub themes & object selection the successful bidder shall prepare narratives on the contents for each space. This is to be submitted in the form of a complete document detailing the content, story line, narratives etc., for approval. **(Milestone-2)**

1.4.4 Gallery Design:

- This will include gallery layout, design of showcases/display cases, placement of showcases, placement of objects, provision of digital equipment, interactive kiosks etc.
- Display design shall take into account sensitivity of antiquities like temperature, humidity, security, illumination level etc. The design shall also include formulation of appropriate content and the narratives (Wall text, Object Label, Group Label, Graphics Panel etc.) supporting all exhibits within all galleries, visitor flow patterns with preferred unidirectional entry-exit system.
- The gallery design shall represent the overall concept, the broad theme and sub themes.
- Design shall also include deployment of State-of-the-art latest digital technology for content browsing, interactive-immersive-experiencing interpretation comprising of large multi-touch screen display, seamless video walls, AR/VR application, holographic projection, large screen immersive projections, 4K video displays, smart multi-lingual audio guides along with content management system.
- Any other item necessary for Museum set-up and visitor's interpretation and facilitation.
- The bidder shall provide detailed floor drawings (good for construction) for execution along with a 3-D layout, and walkthrough model for the Gallery spaces along with the Bill of Material to depict the final presentation and for approval. **(Milestone-3)**
- Submit a plan for Curatorial walk of about 30 minutes for guided visit of the gallery space. **(Milestone-4)**
- The bidder shall provide service of supervision and monitoring of the development of the galleries during execution of the work by the contractors who will be awarded the work of fabrication, installation, testing and commissioning. **(Milestone-5)**

Apart from these essential components, the bidder is free to add more optional components, if necessary, keeping the main objective in view. However, CMPDI reserves the right to modify the plan by adding, excluding or changing the content or mode of presentation of the proposed components at the time of placement of the order. The agency will rework on the design and Bill of Material for any such changes suggested by CMPDI.

1.5 TIME SCHEDULE FOR COMPLETION AND DELIVERABLES:

1.5.1 Time Schedule for Completion of Scope of Services

Sl. No.	Major Milestone Activities	<u>Activity Completion Time</u>
1.	Issuance of LOA	<u>T (Zero Date)</u>
2.	<ul style="list-style-type: none"> • Detailed Study/ Analysis and submission of Report based on concept plan and Implementation Strategy along with sub themes, space planning, list of objects for display etc. (Milestone-1) • Content and Story line Development: This is to be submitted in the form of a complete document detailing the content, story line, narratives etc., for approval. (Milestone-2) • Gallery Design: <ol style="list-style-type: none"> a. This will include gallery layout, design of showcases/display cases, placement of showcases, placement of objects, provision of digital equipment, interactive kiosks etc. b. Display design shall take into account sensitivity of antiquities like temperature, humidity, security, illumination level etc. The design shall also include formulation of appropriate content and the narratives (Wall text, Object Label, Group Label, Graphics Panel etc.) supporting all exhibits within all galleries, visitor flow patterns with preferred unidirectional entry-exit system. c. The gallery design shall represent the overall concept, the broad theme and sub themes. d. Design shall also include deployment of State-of-the-art latest digital technology for content browsing, interactive-immersive-experiencing interpretation comprising of large multi-touch screen display, seamless video walls, AR/VR application, large screen immersive projections, 4K video displays, smart multi-lingual audio guides along with content management system. e. Any other item necessary for Museum set-up and visitor's interpretation and facilitation. f. The bidder shall provide detailed floor drawings (good for construction) for execution along with a 3-D layout, and walkthrough model for the Gallery spaces along with the Bill of Material to depict the final presentation and for approval. (Milestone-3) • Submit a plan for Curatorial walk of about 30 minutes for guided visit of the gallery space. (Milestone-4) 	<u>T + Two (02) months</u>
3.	<p>Presentation, Discussions and Acceptance of Concept plan & Implementation Strategy</p> <ul style="list-style-type: none"> • Presentation of Proposed implementation plan and discussions at CMPDI • Acceptance of the report by CMPDI • Submission of Final Report on Implementation Plan 	<u>T + Three (03) months</u>

4.	<p>Digital implementation:</p> <p>The successful bidder shall provide service of supervision and monitoring of work of fabrication, installation, testing and commissioning of the development of the galleries during execution of the work. (Milestone-5)</p> <ul style="list-style-type: none"> • The monthly progress report shall provide a status on the overall initiatives across the chosen units where digital transformation is happening • Monthly report should have design / execution / deployment progress on various digital initiatives against the planned roadmap • It should highlight notable achievements with specific KPIs and metrics in a transparent way • It should highlight specific risks/Constraints for the project and suggest mitigation strategies <p>It should also highlight any deviations from the roadmap and propose any adjustments to the digital strategy roadmap that may be needed.</p>	<u>T + Twelve (12) Months</u>
5.	<p>Project Completion & Execution</p> <p>The Project completion should highlight the key accomplishments, implementation & operation of Museum on digital platform.</p>	<u>T + Twelve (12) months</u>

1.5.2 Deliverables within the Scope of Services:

A. Deliverables

- i. Detailed Concept Proposal for the proposed Museum Galleries as per Scope of work: Three (03) bound hard copies of the draft report along soft copy on Two (02) storage media (preferably flash drive)
- ii. Content Plan for the Museum with brief description of each thematic section, description of title and brief content of each exhibit in the section and the corresponding mode of display: Three (03) bound hard copies of the draft report along soft copy on Two (02) storage media (preferably flash drive).
- iii. Brief AV script for the digital interactive and film
- iv. Layout plan for Museum and each section with sample Artists rendition of 3D image of one/two galleries along with walkthrough
- v. Titles of all Panels with one sample design
- vi. Brief plan write up for Curatorial walk
- vii. Bill of material for all Hardware equipment with specification of each item
- viii. Content plan for all multimedia and Interactive units
- ix. Bill of quantity for exhibition materials with specification of each item
- x. Sample drawings of artefact display cases, exterior and interior design
- xi. Staff engagement plan including research scholars and subject matter experts for content development and interpretive text.
- xii. Publicity Plan and Visitor engagement plan
- xiii. Project Implementation Schedule (Gantt Chart) from the placement of order

1.6 CONTRACT PERIOD

The Contract Period for scope of Services shall be from the date of the issue of Letter of Award till Twelve months.

1.6.1 Extension of Contract & Contract Period:

The contract for the 'Digital Transformation of CMPDI Earth Science Museum' within the specified scope of Services may be further extended by three months period by mutual consent of the Owner and the bidder in writing.

During extended Contract Period no further Payment and any other expenditure will be payable to the Contractor. Validity of the Contract Performance Guarantee shall be extended accordingly by the Contractor. All other terms and conditions of the Contract shall be applicable for the extended Contract Period.

Section V: ANNEXURE
ANNEXURE IA: Letter of Bid (LOB)

(To be uploaded by the Bidder on his Letter Head during submission of bid online)

To,
The Tender Committee
CMPDI HQ
Gondwana Place, Kanke Road,
Ranchi - 834 031, Jharkhand, India

Sub.: Letter of Bid for the work “Selection and Appointment of Agency for Conceptualization, planning, designing, content development, Execution & Digital Curation of Earth Science Museum”.

Ref.: 1. **NIT No.:** -----

2. **Tender Id No.:** -----

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully.

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, Bid security and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CIL/CMPDI.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and CIL/CMPDI.

Should this bid be accepted, we agree to furnish Performance Security within stipulated date and commence the work within stipulated date. In case of our failure to abide by the said provision CIL/CMPDI shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ work order/award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months.

(This document is digitally signed by the DSC holder authorised by the bidder and therefore no physical signature is required)

**ANNEXURE IB: Format for Authorization to DSC holder bidding Online by the
person who has signed Letter of Bid**
(On NON JUDICIAL STAMP PAPER)

I do hereby authorize M/s/Mr./..... Address
for online bidding on behalf of M/s_____ for the e-tenders invited by CMPDI on
www.coalindiatenders.nic.in. for “Selection and appointment of Agency for Conceptualization, planning,
designing, content development, Execution & Digital curation of CMPDI Earth Science Museum” pursuant
to NIT No._____

Name and Signature of the DSC holder authorised for online bidding

Name and Signature of the person who has signed the Letter of Bid and
is authorizing the DSC holder for online bidding.

Seal of Notary

ANNEXURE IC: Format for Power of Attorney (PoA)

(To be used in case PoA and person bidding are different)

(On NON JUDICIAL STAMP PAPER)

I do hereby authorize M/s/Mr./..... resident of/having its registered office/principal place of business at for online bidding on behalf of M/s_____ for the e-tenders invited by CMPDI on www.coalindiatenders.nic.in. for “Selection and appointment of Agency for Conceptualization, planning, designing, content development, Execution & Digital Curation of CMPDI Earth Science Museum” pursuant to NIT No. _____

Name and Signature of the DSC holder authorised for online bidding

Name and Signature of the person who has signed the Letter of Bid
and is authorizing the DSC holder for online bidding.

Seal of Notary

**ANNEXURE ID: Format for undertaking declaration for the ultimate
beneficial ownership of the Bidder**

(To be uploaded by the Bidder on his Letter Head during submission of bid online)

UNDERTAKING

{Insert name of the bidder}, (“**Undersigned Bidder**”) hereby agrees, undertakes, and confirms each of the following:

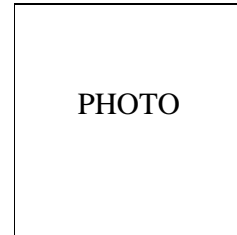
1. The Undersigned Bidder is submitting a Bid for the work [.] against NIT No. [.] dated [.] and agrees and undertakes to execute the work in accordance with all the terms, conditions and provisions of the Contract.
2. The Undersigned Bidder is aware of the restrictions on procurement from a “*bidder from a country which shares a land border with India*”, as defined and specified under the General Financial Rules, 2017 read with OM no. F.No.6/18/2019-PPD dated 23 July 2020 issued by the Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (“**Indian Public Procurement Laws**”) and paragraph 3.1.1(a) of the Consolidated FDI Policy effective from 15 October 2020 issued by the Department for Promotion of Industry and Internal Trade (FDI Policy Section), Ministry of Commerce and Industry, Government of India.
3. I/We hereby declare and certify that:
 - (a) {[the Undersigned Bidder is not incorporated or registered in a country which shares a land border with India and is eligible to be considered, in terms of the Indian Public Procurement Laws] OR [the Undersigned Bidder is incorporated or registered in a country which shares a land border with India and is registered with the competent authority, as prescribed under the Indian Public Procurement Laws. A certified true copy of the registration certificate obtained by the Undersigned Bidder from the competent authority is submitted along with the Bid]}; and
 - (b) The Undersigned Bidder is permitted to submit the Bid and carry out all the functions of a successful Bidder in accordance with the Contract Documents and applicable laws in India.
4. All copies of documents uploaded along with our Bid are genuine, authentic, complete, true and valid.
5. If any information and document furnished/ uploaded by the Undersigned Bidder is found to be false or incorrect at any time, the Authority may reject the Bid of the Undersigned Bidder and action(s) as deemed fit may be taken against the Undersigned Bidder, including but not limited to the termination of the Contract Agreement (if the Contract is awarded to the Undersigned Bidder), forfeiture of all dues including the Bid or Performance Security and banning and/or delisting of the Undersigned Bidder and all its members, partners or other constituents.
6. All capitalised terms used herein, unless specifically defined herein, shall have the same meaning assigned to them in the Bidding Documents.

Signature of the Bidder

Dated:

ANNEXURE IE: Format for CURRICULUM VITAE (C.V) of the key personnel

1. Name :
2. Father's Name :
3. Date of Birth :
3. Key Personnel/
Specialist to be
engaged as :
4. Qualifications: :
5. Details of
Experience : (including experience in present organization)



Name of Organisation / Company	Designation / Position hold	From (date)	To (date)	Nature of Jobs/ work handled
-----------------------------------	--------------------------------	----------------	--------------	---------------------------------

(i)

(ii)

6. Details of Completed Works

(i)

(ii)

....

Signature:

Date:

(Countersigned by the authorized representative of Bidder)

ANNEXURE II: Mandate Form for Electronic Fund Transfer / Internet Banking Payment

1. Name of the Bidder:

2. Address of the Bidder:

.....
 City..... Pin Code.....

E-mail Id

Permanent Account Number

3. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No.			
(Digital Code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank Name, Branch Name and Code Number.			
IFS CODE			
Account Type	Savings	Current	Cash Credit
Account Number (as appearing in the Cheque Book.			

4. Date from which the mandate should be effective:

I/ We hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I/ we shall not hold the Authority responsible. I/ We also undertake to advise any change in the particulars of my/ our account to facilitate updating of records for purpose of credit of amount through SBI NEFT / RTGS transfer. I/ We agree to discharge the responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by me/ us.

Place:

Date:

Signature of the Bidder/Authorised Signatory

Certified that particulars furnished above are correct as per our records.

Banker's Stamp

Date

Signature of the authorised official from the Bank)

(One cancelled cheque of the said bank account no. must be attached for verification)

ANNEXURE III: Pre-contract Integrity Pact

General

This pre-bid pre-contract Agreement (hereinafter called the **Integrity Pact**) is made on.....day of the month of20..., between, on one hand, CMPDI acting through Shri, Designation of the officer, (hereinafter called the “BUYER / **Principal**”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.represented by Shri....., Chief Executive Officer (hereinafter called the “**BIDDER/Seller/Contractor**” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/ Government undertaking /partnership /registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Central Public Sector Unit.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information

and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

e. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the

Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular, the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his / her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e. "Commitments of Bidder(s)/Contractor(s).

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely."

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) /Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a , Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential.

He/ she reports to the CMD, CMPDI

(3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information ' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall CMD, CMPDI and recuse himself / herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (7) The Monitor will submit a written report to the CMD, CMPDI within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the CMD, CMPDI, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the CMD, CMPDI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD, CMPDI.

Section 10 - Other provisions

- (1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (2) If the Contractor is a partnership ~~or a consortium~~, this agreement must be signed by all partners ~~or consortium members~~.
- (3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

Section 11- Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section 12- Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Section 13 - Other Legal Actions.

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

ANNEXURE IV: UNDERTAKING FOR BANNING/DELISTING

(To be uploaded by the Bidder on his Letter Head during submission of bid online)

Date: dd/ mm/ yyyy

To
HOD (ME)
CMPDI HQ
Gondwana Place, Kanke Road,
Ranchi - 834 031, Jharkhand, India

Dear Sir/Madam,

We have never been banned or delisted by any Government, or Quasi Government Agencies or public sector undertakings in India

Or

We were banned by the organization named “.....” For a period of years(s) effective from to for (The reason to be mentioned).

We will immediately inform to CMPDI in case of any change in the situation any time hereinafter.

Dated this _____ day of _____ 20--

Signature_____

Name _____

Designation_____

ANNEXURE V: PROFORMA FOR UNDERTAKING
(To be uploaded by the Bidder on his Letter Head during submission of bid online)

I / We,, Proprietor/Partner/Legal Attorney/Director/
Accredited Representative of M/S., solemnly declare that:

1. I/We am/are submitting Bid for the work.....against Bid Notice No.
..... Dated..... and I/we offer to execute the work in accordance with all the
terms, conditions and provisions of the bid.
2. Myself/Our Partners/Directors don't has/have any relative as employee of CMPDI.
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification
information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic,
true and valid.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. We hereby undertake that we shall register and obtain license from the competent authority under the
Contract Labour (Regulation & Abolition Act), 1970 as relevant, if applicable.
7. *I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary
payments as required under law. Or
*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF
authorities, if applicable. We shall make necessary payments as required under law.

* Delete whichever is not applicable.

8. ** I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.
Or
**I / Wehave been banned by the organization named “_____” for a period
of..... year/s, effective from to.....

** Delete whichever is not applicable.

9. If any information and document submitted is found to be false/ incorrect at any time, Department may
cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract,
forfeiture of all dues including Contract Performance Guarantee and banning/ delisting of our firm/company
and all partners/subsidiaries of the firm/company etc.

ANNEXURE VI: KEY PERFORMANCE INDICATORS

(To be uploaded by the Bidder on his Letter Head during submission of bid online)

(For Digital Transformation of Museum – Ref Clause 11.0, Section III)

Sr. No.	Description of Task	Milestone(s)	Payment
1	Phase -1 – Implementation Roadmap Report- Quarter-I	Submission of the Draft Report laying out the structural roadmap, requirements of the project and laying out the overall implementation approach and roadmap to achieve the scope of work. Submission and acceptance of Report.	20% of the Successful H1 Bidder Price
2	Phase 2 - Digital implementation- Quarter-II	Deployment of "key personnel" on for at least one year, with requisite qualification and experience. Successful Completion of activities/ milestones/ deliverables as per accepted Work Plan of the Bidder and certified by the Project Leader of the Bidder	20% of the Successful H1 Bidder Price
3	Phase 2 - Digital implementation – Quarter-III	Successful Completion of activities/ milestones/ deliverables as per accepted Work Plan of the Bidder and certified by the Project Leader of the Bidder	20% of the Successful H1 Bidder Price
4	Phase 2 - Digital implementation – Quarter-IV	Successful Completion of activities/ milestones/ deliverables as per accepted Work Plan of the Bidder and certified by the Project Leader of the Bidder	20% of the Successful H1 Bidder Price
5	Project Completion	Final completion & Execution as per scope indicated in the NIT	20% of the Successful H1 Bidder Price

NOTE:

1. The document required for the completion of each of the milestones will be the progress report duly signed and certified by the authorised representative of CMPDI.
2. While the total payable amount has been specified, payment will be calculated at the end of each quarter, on prorata basis, as per the progress report submitted.

Signature with Seal

ANNEXURE VII: HPC RECOMMENDATION

Sub: Revised Rate of VDA for the Contractors' Workers as per the Recommendations of The Joint Committee w.e.f. 01.10.2020

The Chief Labour Commissioner (C), Ministry of Labour & Employment, Govt of India vide Order F. No. 1/20 (2)/2020-LS-tf dated 12.10.2020 intimated the rate of Variable Dearness Allowance on the basis of average Consumer Price index number for the preceding period of six months ending on 30.06.2020 reaching 329.16 for Industrial Workers.

Accordingly, in terms of clause (3) of Recommendations of the Joint Committee (JC), the rates of Variable Dearness Allowance payable per day w.e.f. 01.10.2020 (i.e., from 01.10.2020 to 31.03.2021) would be as under:-

Categories of employees	Rounded Off VDA (Rs.)
Unskilled	119.00
Semi-Skilled/ Unskilled Supervisory	124.00
Skilled	128.0
Highly Skilled	133.0

Therefore, the Rate of Wages showing the Basic Rates and Variable Dearness Allowance payable w.e.f. 01.10.2020 (i.e. from 01.10.2020 to 31.03.2021) will be as under-

Categories of employees	Basic Rate of Wages (Rs.) Per Day	VDA (Rs.) Per Day	Rate of Wage Including VDA (Rs.) Per Day w.e.f. 01.10.2020
Unskilled	787.00	119.00	906.00
Semi-Skilled/ Unskilled Supervisory	817.00	124.00	941.00
Skilled	847.00	128.0	975.00
Highly Skilled	877.00	133.0	1010.00

Other terms and conditions mentioned in the Office Order Ref. No.: CIL/C-5B/JBCCI/JC Wages/995 dated 09/10/2018 and Recommendations dated 04.09.2018 of the Joint Committee shall remain the same,

It is requested to take necessary action to implement the same.

This is being issued with the approval of the Competent Authority

ANNEXURE VIII: Techno-Commercial Sheet

(To be uploaded by the Bidder on his Letter Head during submission of bid online)

**ALL PARTICULARS / INFORMATIONS SHOULD BE GIVEN IN THE FOLLOWING FORMAT
WITH COMPLETE DETAILS**

1	Name of the Bidder	:	
2	Mailing address of the Bidder with PIN/ZIP Code	:	
3	a)Contact details :	:	
	b)Mobile :	:	
	c) Fax number(s) :	:	
	d)E-mail address :	:	
	e)Website :	:	
4	Background details of the Bidder : (Profile of the agency/ consortium establishing their status)		
5	Name and Address of the Vendor to whom the order will be placed(CMPDI prefers to procure the entire system from a single source)		
6	Past experience in development/upgradation of Interpretation during last 7(seven) years ending last day of month previous to the one in which bid applications are invited giving details of established clients, especially Government agencies. Submit satisfactory work completion certificate issued by Government agencies, if any.	:	
7	Submit the documentary evidence of Execution/consultancy of latest work of similar nature and magnitude of successfully completed 4 (Four) similar works (as defined hereunder) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) in designing / curation/executing interpretation/ museum galleries of projects related to Heritage and Culture, Geological, Earth Science, Mining etc.	:	
8	Proof of financial status of the Firm. Audited Balance Sheet for last 3 years indicating total turnover as well/Income tax returns of previous three assessment years. (Submit documentary evidence).	:	
9	Manpower set up of the firm and qualification of professionals.	:	
10	Any recognition/appreciation/award for projects done by agency/firm	:	
11	Detailed Concept Proposal for the proposed Museum Galleries as per enclosed guideline and Terms & Condition.	:	
12	Content Plan for the Museum with brief description of each thematic section, description of title and brief content of each exhibit in the section and the corresponding mode of display.	:	
13	Brief AV script for the digital interactive and film.	:	
14	Layout plan for Museum and each section with sample Artists" rendition of 3D image of one/two galleries along with walkthrough	:	
15	(a)Titles of all Panels with one sample design	:	
	(b)Brief plan write up for Curatorial walk	:	
	(c)Bill of material for all Hardware equipment with specification of each item	:	

	(d)Content plan for all multimedia and Interactive units	:	
	(e)Bill of quantity for exhibition materials with specification of each item	:	
	(f)Sample drawings of artefact display cases, exterior and interior design	:	
	(g)Sample design for signage and signage plan	:	
	(h)Staff engagement plan including subject matter experts for content development and interpretive text.	:	
	(i)Publicity Plan and Visitor engagement plan	:	
	(j)Project Implementation Schedule (Gantt Chart) from the placement of order (maximum 9 months period)	:	

Signature with Seal

ANNEXURE IX: UNDERTAKING FOR COMPLIANCE OF ONE BID PER BIDDER

(To be uploaded by the Bidder on his Letter Head during submission of bid online)

I/We, -----, Proprietor / Partner / Legal Attorney / Authorized Representative of -----(Name of bidder), submitting the Bid for the work of "-----" vide Bid Notice No. <Tender Reference No.>, Dated -----, BID ID No. ----- solemnly declare that:

1. I/ We do not have relationship with other bidder participating in this tender, directly or through common third parties that put us in a position to have access to information about or influence on the bid of another Bidder, and
2. I/ We or any of our affiliate have not participated as a bidder in the preparation of the design or technical specification of the contract that is the subject of the bid.
- 3.* I/ We declare that the following company(s) is/are our Subsidiary / Sister Concern / common business / Management in same / similar line of Business:
 - (a)<Name , Address, contact details>.....
 - (b)<Name , Address, contact details>.....
 - (c)<Name , Address, contact details>.....

[* Please strike out if not applicable.]

Signature with Seal

Note:

1. In case of a holding company having more than one Subsidiary / Sister Concern having common business ownership / management only one of them can bid. Bidders must proactively declare such sister / common business / management in same / similar line of Business.
2. In case of Proprietorship firm or Limited Company, this document is to be signed by Proprietor or authorized person by Limited Company respectively.

APPENDIX I: Proforma of Bank Guarantee for Performance Security

(To be issued on Non-Judicial Stamp Paper of equal or more value as per Stamp Act prevailing in the State where the branch issuing the Bank Guarantee is located)

..... (Name of the Bank)
..... (Address of the Bank)
..... (Phone No. of the Bank)
..... (Fax No. of the Bank)
Bank Guarantee No.....
Date of Issue of Bank Guarantee
Date of Expiry of Bank Guarantee
Limit to liability (currency & amount in words and figures)
A/C Messrs..... (Name of Contractor)
Invitation for NIT No.....dated for
for “Selection and Appointment of Agency for Conceptualization, planning, designing, content development, Execution & Digital Curation of Earth Science Museum”.

Subject: Performance Security Bank Guarantee

Date _____, 20__

To

CMPDI, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Gondwana Place, Kanke Road, Ranchi - 834 031, Jharkhand, India .

WHEREAS

..... (Name and address of the Contractor), [a company incorporated under the [.] / an entity established under [.] , having its registered office/principal place of business at [.]] (Hereinafter called the “**Contractor**”), has entered into a Contract made as per letter of acceptance.....dated..... (Hereinafter called the said “**Contract**”) with (CMPDI) (Hereinafter called the “**Company**”) to execute (Name of the contract and brief description of work) on the terms and conditions contained in the said Contract.

It has been agreed that the Contractor shall furnish a performance security in the shape of Bank Guarantee from a schedule bank for a sum of Rs..... For due compliance and performance of the terms and conditions of the said Contract.

We..... (Name of the Bank) having its branch/office at..... Have, at the request of the Contractor, agreed to furnish this bank guarantee by way of performance security.

NOW, THEREFORE, we the..... , herein after called the “**Bank**” do hereby, unconditionally and irrevocably, guarantee and affirms as follows:

- (a) that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said Contract or shall commit any breach of its obligation thereunder, the Bank shall on a mere first written

demand by the Company, and without any objection, demur or protest and without any reference to the Contractor, pay to the Company the said sum of or such portion as shall then remain due with interest.

- (b) that the Company shall be the sole judge of whether the Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may caused to or suffered by Company on account thereof. Such determination by the Company shall be final and binding on us.
- (c) that any such demand shall be conclusive as regards the liability of the Contractor to the Company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Company and the Contractor regarding the claim.
- (d) that the guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be day of but if the period of Contract is extended either pursuant to the provisions in the said Contract or by mutual agreement between the Contractor and the Company, the Bank shall renew the period of the bank guarantee failing which it shall pay to the Company the said sum of or such lesser amount of the said sum of as may be due to the Company and as the Company may demand.
- (e) this guarantee shall remain in force until the dues of the Company in respect of the said sum ofand interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee.
- (f) that the Company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time for performance of the said Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the Contractor and to forebear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
- (g) that the Bank shall not revoke this guarantee during its currency except with the previous consent of the Company in writing and agrees that this guarantee will not be discharged due to the change in the constitution of the Company, Bank and/or the Contractor.
- (h) the right under this guarantee shall be assignable by the Company to third parties.

The Bank further declares that this bank guarantee has been executed on non-judicial stamp paper of equal or more value as per the prevailing rate of stamp duty in the State of [●]. (name of state where the bank issuing the BG is located).

Notwithstanding anything contained herein the liability of the Bank under this guarantee is restricted to Rs..... The guarantee shall remain in force till the day*..... of*..... and unless the guarantee is renewed or claim is preferred against the Bank on or before the said date all rights of the Company under this guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding clause.

* The date of guarantee shall cover at least a period of thirty (30) months from the date of issuance of LOA and shall remain valid until such time period as specified under paragraph (d) and (e) above.

Any notice by way of request, demand or otherwise hereunder maybe sent by post/e-mail/fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

The Bank has under its constitution power to give this guarantee and Sri..... who has signed it on behalf of the Bank has authority to do so.

Signed and sealed this.....day of.....at.....

SIGNED,SEALED AND DELIVERED

For and on behalf of the Bank by:

- (Signature)
- (Name)
- (Designation)
- (Code number)
- (Address)

“The Bank Guarantee as referred above shall be operative at our branch at.....Payable at..... (NIT shall specify town/city of the operative branch. Bank guarantee shall specify name of the branch with address of the specified town/city)”

NOTE: The department shall ensure extension of guarantee period in case of extension of time.

APPENDIX II: Contract Agreement Format

This Contract Agreement (hereinafter referred to as the “Contract Agreement”) is, made and entered into on the _____ day of _____ 20__ between:

1. [CMPDI], a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at [Gondwana Place, Kanke Road, Ranchi - 834 031, Jharkhand, India] (hereinafter referred to as the "**Employer**"/"**Owner**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns), of One Part ;
AND

2. [●], a [company incorporated under the provisions of the Companies Act, 1956/ 2013/ established under [●]/ partnership firm] and having its [registered office/principal place of business] at [●], (hereinafter referred to as the "Contractor", which expression shall, unless repugnant to the context or meaning thereof; include its successors, administrators, executors and permitted assigns) of the Other Part.

Each of the Employer and the Contractor shall individually be referred to as “Party” and collectively as “Parties”.

Whereas the Employer is desirous that the Contractor executes the “Selection and Appointment of Agency for Conceptualization, planning, designing, content development, Execution & Digital Curation of Earth Science Museum” in accordance with the terms and conditions of the Bidding Documents and the Employer has accepted the bid by the Contractor for the execution and completion of such Services and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Contract Agreement, capitalized words and expressions used herein without having been defined, shall have the same meanings as are respectively assigned to them in the Conditions of Contract, and they shall be deemed to form and be read and construed as part of this Contract Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Services and remedy any defects therein and perform its obligations under the Contract in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Services and the remedying of the defects wherein 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.
4. The following documents shall be deemed to form and be read and construed as part of this Contract Agreement:
 - (a) Scope of work;
 - (b) Work Plan, Technical Presentation and additional commitments, if any;

- (c) Other Contract Documents;
 - (d) Specifications where such specifications form part of the Bidding Documents;
 - (e) LOA/ work order;
 - (f) Notice to proceed with the Work;
 - (g) Drawings/ finalized Work Plan;
 - (h) Bill of Quantities;
 - (i) Pre-contract Integrity Pact;
 - (j) Any other document listed in the Bid Documents/ Contract Documents as forming part of the Contract; and
 - (k) All correspondences exchanged between the Employer and the Contractor in relation to the Contract subsequent to the issue of the LOA.
5. The foregoing documents shall be construed as complementary and mutually explanatory one with another. Should any ambiguity, conflict or discrepancy be noted then the order of precedence of these documents shall be subject to the order as listed above and interpreted in the above order of priority.
6. For the purposes of clause 5 (Notices) of the Conditions of Contract (Section III) the address of the Parties are as follows:

If to the Employer:

Address:	[●]	Facsimile no:	[●]
E-mail address:	[●]	Kind Attention:	[●]
Mobile no:	[●]		

If to the Contractor:

Address:	[●]	Facsimile no:	[●]
E-mail address:	[●]	Kind Attention:	[●]
Mobile no:	[●]		

7. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Services and remedy any defects therein in conformity (in all respects) with the provisions of the Contract.
8. The Contractor shall be paid the Contract Price, being Rs. [●] (Indian Rupees [●] only) in accordance with the terms and conditions set out in the LOA and the Contract Documents.

IN WITNESS WHEREOF the Parties thereto have caused this Contract Agreement to be executed on the day and year first above written.

THE COMMON SEAL OF the **Contractor** has been affixed pursuant to the resolution passed by the

SIGNED, SEALED AND DELIVERED For and on behalf of **Employer** by:

[Board of Directors/ *insert an equivalent governing body of the Contractor*] of the Contractor at its meeting held on the _____ day of _____ 20____ hereunto affixed in the presence of *insert name and designation the authorised*

signatory of the Contractor], who has signed these presents in token thereof and [*insert name and designation of the person who has countersigned the Contract Agreement*] who has countersigned the same in token thereof]:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(E-mail address)

In the presence of:

1.

2.

APPENDIX III: LIST OF GALLARIES OF CMPDI Earth Science Museum

(To be uploaded by the Bidder on his Letter Head during submission of bid online)

Sl.No.	Name/Section	Hardware	Type	Application with contents
1	Dinosaur			
2	Solar system and space research			
3	Galaxy			
4	Different types of stones			
5	Underground mines			
6	Walkthrough of open cast and underground mines			
7	Museum Guide			
8	Entrance			
9	Universe origin and evolution			
10	Creation of Sun			
11	Solar System			
12	Formation of the Earth			
13	The restless crust			
14	Erupting volcano			
15	Earth interior			
16	Atmosphere veil of the earth			
17	Earth surface profile			
18	Petrified food			
19	Life in earth			
20	Emergence of man Part-1			
21	Emergence of man Part-2			
22	Cave Man			
23	World mineral Map			
24	Rocks recording the history of the earth			
25	Different Types of stone			
26	Granite and gems			
27	Forest wealth			
28	Petroleum			
29	Space research			
30	Coal prime source of energy Part-1			
31	Coal prime source of energy Part-2			
32	Origin of coal			
33	Search for coal			
34	Coal resource - India			
35	Evolution of coal mining			
36	Current mining practices			
37	History of Mahavir Capsule			
38	Coal mining hazard and safety			
39	Coal utilization			
40	Open cast mining operation			
41	Coal washery operation			
42	Publications			

Contact person for detailed **APPENDIX III: LIST OF GALLARIES OF CMPDI Earth Science Museum**
HOD (ME)/Dy.GM (ME), CMPDI HQ, Ranchi. **Phone:** 8987788982, **Email:** gment.cmpdi@coalindia.in

Signature with Seal

APPENDIX IV: TECHNICAL SHEET

(To be uploaded by the Bidder on his Letter Head during submission of bid online)

Tender Inviting Authority: CMPDI(HQ)

Name of Work: Selection and appointment of Agency for Conceptualization, planning, designing, content development, Execution & Digital Curation of Earth Science Museum at CMPDI(HQ), Ranchi (As detailed in Section IV (Technical Specifications of NIT)).

NIT No:

Dated:

Bidder Name

Specification Parameter	Evaluation Criteria	Required Value	Bidder's value	Eligibility	
				Specification wise	Overall
NIT Section II, ITB, 3.1 b) The bidder shall be a legal entity registered in India under the relevant legislation.	AGREED or DISAGREED	AGREE			
NIT Section II, ITB, 3.1 c) The ultimate beneficial ownership of the shareholders of the bidder should not belong to any country which shares land border with India (please refer to clause 19.3 of Section II – ITB).	AGREED or DISAGREED	AGREE			
NIT Section II, ITB, 3.1d) The bidder should not have been blacklisted by any Government or quasi-Government agencies or Public Sector Undertaking (PSU), including CIL and its subsidiaries.	AGREED or DISAGREED	AGREE			
NIT Section II, ITB, 3.1e) The bidder shall not have any conflict of interest as per NIT.	AGREED or DISAGREED	AGREE			
NIT Section II, ITB, 3.1f) The bidder, in its name, shall have procured a permanent account number (“PAN”) with the income tax authority in India.	AGREED or DISAGREED	AGREE			
NIT Section II, ITB, 3.1g) The bidder in its name shall have procured a goods and services tax identification number (“GSTIN”) under the Central Goods and Services Tax Act, 2017.	AGREED or DISAGREED	AGREE			
In respect of the eligibility criteria as per clause no 3.4 of Section II ITB of NIT, the bidders are required to upload the scan copy online as per Annexure 1E.	UPLOADED or NOT UPLOADED	UPLOADED			
The bidder shall undertake dip-stick study, as specified under clause 3.5 of Section II and shall submit their proposed Work Plan which shall cover strategies for digital transformation as per scope of work along with the bid proposal duly signed by the CEO /equivalent officer or an authorised signatory of the bidding entity as per clause 3.5 of NIT.	UPLOADED or NOT UPLOADED	UPLOADED			
Evaluation of the bid as per clause no 8.0 of Section II ITB of NIT	AGREED or DISAGREED	AGREE			
Award Criteria as per clause no 12.0 of Section II ITB of NIT	AGREED or DISAGREED	AGREE			

<p>Financial Strength: The bidder must have achieved a minimum average annual financial turnover of at least 30% of the estimated cost during last 3 (three) financial years as on date of invitation of bid. The documentary evidence to this effect would be: A declaration with regard to financial strength showing financial turnover during the applicable 3 (three) financial years duly signed by the statutory auditor or a chartered accountant and countersigned by the authorized representative of _____ the _____ bidder.</p> <p>NOTE: Financial turnover of the parent or subsidiary or associate entity of the bidder shall not be considered.</p>	<p>AGREED or DISAGREED</p>	<p>AGREE</p>			
<p>Scanned copy of signed documents of CVs of the key personnel in the prescribed Format set out in Annexure IE duly countersigned by the authorized representative of Bidder for which the information has been uploaded online.</p>	<p>UPLOADED or NOT UPLOADED</p>	<p>UPLOADED</p>			
<p>All Terms and Conditions of NIT toto</p>	<p>AGREED or DISAGREED</p>	<p>AGREE</p>			

Financial Turnover Details			Eligibility	
Financial Year	Financial Turnover (in Rs.) of the Year	Name and membership number of the statutory auditor or a chartered accountant, as applicable, issuing the financial turnover certificate.	Specification wise	Overall
<p>Average Financial Turnover (in Rs.) (Minimum Average Annual Financial Turnover should be greater than or equal to Rs. (Indian Rupees only))</p>				
<p>Bidder's details</p>				
<p>Name, address & contact details of the bidder</p>				
<p>Registration status of bidder as per NIT Section II, ITB, 3.1 a) & b)</p>				
<p>Registration No. and Year of registration.</p>				

Details of 1st (First) past work experience as per NIT Section II, ITB,3.2.1							Eligibility	
							Specification wise	Overall
Nature of Experience	Reference number & date of the work order and completion certificates of the work.	Title of work	Name of the client	Financial turnover of client of the immediately preceding completed financial year in Rs. Crore.	Completion date (DD-MM-YYYY) Period Should be in between (01-11-2014 to 01-11-2021)	Specific Work Value in Rs. Crore.		
Details of 2nd (Second) past work experience as per NIT Section II, ITB,3.2.1								
Nature of Experience	Reference number & date of the work order and completion certificates of the work.	Title of work	Name of the client	Financial turnover of client of the immediately preceding completed financial year in Rs. Crore.	Completion date (DD-MM-YYYY) Period Should be in between (01-11-2014 to 01-11-2021)	Specific Work Value in Rs. Crore.		
Details of 3rd (third) past work experiences as per NIT Section II, ITB,3.2.1								

Nature of Experience	Reference number & date of the work order and completion certificates of the work.	Title of work	Name of the client	Financial turnover of client of the immediately preceding completed financial year in Rs. Crore.	Completion date (DD-MM-YYYY) Period Should be in between (01-11-2014 to 01-11-2021)	Specific Work Value in Rs. Crore.		
Details of 4th (fourth) past work experiences as per NIT Section II, ITB,3.2.1								
Nature of Experience	Reference number & date of the work order and completion certificates of the work.	Title of work	Name of the client	Financial turnover of client of the immediately preceding completed financial year in Rs. Crore.	Completion date (DD-MM-YYYY) Period Should be in between (01-11-2014 to 01-11-2021)	Specific Work Value in Rs. Crore.		
Details of additional work experience as per NIT Section II, ITB,3.2.2								
Availability of Experience	Nature of Experience	Reference number & date of the work order and	Title of work	Name of the client	Financial turnover of client of the immediately	"Completion date (DD-MM-YYYY) Period Should be in between	Specific Work Value in Rs. Crore.	

		completion certificates of the work.			preceding completed financial year in Rs. Crore.	(01-11-2014 to 01-11-2021)			

Signature with Seal

APPENDIX V: COMMERCIAL SHEET

(To be uploaded by the Bidder on his Letter Head during submission of bid online)

Tender Inviting Authority: CMPDI HQ

Name of Work: Selection and appointment of Agency for Conceptualization, planning, designing, content development, Execution & Digital Curation of Earth Science Museum at CMPDI HQ, Ranchi.

NIT No:

Dated:

Bidder Name:

Specification Parameter	Evaluation Criteria	Required Value	Bidder's value	Eligibility	
				Specification wise	Overall
Commercial Documents to be submitted as per clause no 3.7 Section II ITB of NIT					
Memorandum & Article of Association with certificate of incorporation containing name of Bidder or equivalent documents showing legal status of the Bidder	UPLOADED or NOT UPLOADED	UPLOADED			
Copy of Bid application and Acceptance of Bid Conditions (LOB) on Bidders letter head as per format at Annexure IA	UPLOADED or NOT UPLOADED	UPLOADED			
Undertaking about blacklisting/banning/delisting of the bidder as per Annexure IV of NIT	UPLOADED or NOT UPLOADED	UPLOADED			
Copy of valid Permanent Account Number (PAN) card issued by Income Tax department, Govt. of India	UPLOADED or NOT UPLOADED	UPLOADED			
Certificate of GST registration	UPLOADED or NOT UPLOADED	UPLOADED			
Mandate Form for e-payment as per the format given at Annexure-II	UPLOADED or NOT UPLOADED	UPLOADED			
Duly signed and witnessed Pre-contract Integrity Pact, as per the proforma in Annexure III	UPLOADED or NOT UPLOADED	UPLOADED			
Copy of Power of Attorney as per Clause-3.6 of Section II ITB and Annexure IC of NIT	UPLOADED or NOT UPLOADED	UPLOADED			
Authorization for Digital Signature Certificate	UPLOADED or NOT UPLOADED	UPLOADED			
Undertaking on bidder's letter head in support of the authenticity of submitted information and documents and other commitments as per the format given at Annexure V	UPLOADED or NOT UPLOADED	UPLOADED			
Undertaking on bidder's letterhead in support of the ultimate ownership of the bidder as per the format given at Annexure ID	UPLOADED or NOT UPLOADED	UPLOADED			

Bid Securing Declaration as per the format given at Annexure VIII of NIT	UPLOADED or NOT UPLOADED	UPLOADED			
Bidders are required to agree Payment terms and Milestones as per clause 11.2 of Section II of conditions of contract	AGREED or DISAGREED	UPLOADED			
Bidders are required to agree to Procurement & Sourcing of Goods, Works and Services for the Project as per clause 12.0 and Make in India (MII) Order as per clause 12.1 of Section III of conditions of contract	AGREED or DISAGREED	UPLOADED			
Time schedule for completion and deliverables as per clause 1.5 of Section IV of Technical Specification of NIT	AGREED or DISAGREED	UPLOADED			
Bidder are required to agree all clauses, terms and conditions of TECHNICAL SPECIFICATION section IV of NIT	AGREED or DISAGREED	UPLOADED			
Indicate SAC code for consultancy and applicable GST rate in Percentage for consultancy service	AGREED or DISAGREED	UPLOADED			

Signature with Seal