

Directorate of Museums,  
Indigenous and Tribal Faith and Culture Department  
Government of Assam.

**TENDER DOCUMENT**

**Project : Development heritage gallery at District Museum, Jorhat**


**Document No : DMA.209/JORHAT/241**

**Date : 01/03/2023**

**Office of the Director  
Directorate of Museums, Assam**

**NOTICE INVITING TENDER**

Tender in closed envelop in TWO BIDS from government registered contractors having experience in interior finishing projects are invited by the undersigned for the work “**Development heritage gallery at District Museum, Jorhat**” for an estimated amount of Rs. **24,97,737 (Rupees Twenty Four Lakh Ninety Seven Thousand Seven Hundred and Thirty Seven Only)** . Tender Document can be downloaded from directorate’s website (<http://museums.assam.gov.in>.) from 01/03/2023.

  
Director,

Directorate of Museums, Assam  
Ambari, Guwahati-781001

## **Instructions to Bidders**

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**Important Dates and events:**

Date of Tender issue	10:00 hrs	01/03/2023
Last date of Pre- Bid Query submission	16:00 hrs	17/03/2023
Last date of Bid Submission	14:00 hrs	21/03/2023
Date of Technical Bid Opening	15:00 hrs	21/03/2023
Date of Financial Bid Opening	16:00 hrs	21/03/2023

**Checklist for Bidder**

Sl No	Item	Particulars	Page No
<b>Envelop 1- Technical Bid</b>			
1	Appendix 1 (Prime Qualification Information)	1. Tender Fee DD (Non Refundable) 2. Earnest Money DD (Conditional refundable)	39-40
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Bidders to submit complete bid document **with initials on all pages** as acknowledgement of the terms and condition laid hereunder.

**All bid related communication shall be made to:**

Director,  
Directorate of Museums, Assam  
GNB road, Assam state Museum, Ambari,  
Guwahati 1  
e-mail: assamstatemuseum@gmail.com

**NOTICE INVITING TENDERS**Tender Notice No. **DMA.209/JORHAT/241**

Dated: 01/03/2023

Sealed bids in Two Envelope system are invited by the Director of Museums for and on behalf of the Directorate of Museums, Indigenous and Tribal Faith and Culture Department, Government of Assam, from reputed bidders who have requisite knowledge, experience and financial capability for the work detailed below:

- |   |  |
|---|--|
| i. Name of Work:                                      | <b>Development heritage gallery at District Museum, Jorhat</b>   |
| ii. Value of Work:                                    | <b>Rs. 24,97,737</b>   |
| iii. Sale of Tender Document:                         | Tender Document can be downloaded from Directorate's official Website ( <a href="http://museums.assam.gov.in">http://museums.assam.gov.in</a> ), from 01/03/2023 which shall further to be accompanied with a non-refundable Tender fee. |
| iv. Cost of Tender Document (non-refundable)          | Rs. 2,000.00 (Rupees Two Thousand only) in form of demand draft drawn in favour of Director, Directorate of Museums, Assam.  |
| v. Completion Period:                                 | 6 (Four) Months.   |
| vi. Earnest Money to be deposited :                   | Rs. 25,000/- Twenty Five Thousand Only in form of demand draft drawn in favour of Director, Directorate of Museums , Assam payable at Guwahati.  |
| vii. Receipt of bids :                                | Up to 14.00 hour on <b>21.03.2023</b>  |
| viii. Date, Time & Venue of opening of Technical Bid. | At 15.00 hours on 21.03.2023 in the Office of the Director, Directorate of Museums, Ambari, Guwahati 1, Assam.   |
| ix. Pre Bid clarification end date :                  | Up to 14.00 hour 17.03.2023  |

**1. Pre-Qualification Criteria**

To qualify for the award of the contract, the bidder should fulfil the following Qualification requirements in addition to the other qualification requirements given in tender documents:

- i. Satisfactorily completed during the last five years, ending last day of the month previous to the one in which the Tenders are invited at least three similar works of costing not less than the amount equal to 50% of the estimated cost put to Tender or two similar works costing not less than the amount equal to 60% of the estimated cost put to Tender or one similar work of aggregate cost not less than the amount equal to 80% of the estimated cost put to Tender.

<b>Item No</b>	<b>Pre-Qualification requirement</b>	<b>Minimum requirement</b>
<b>i</b>	Annual Financial Turnover in any of the last Three financial years	50 Lacs
<b>ii</b>	Contractor/Bidder should completed, as prime Contractor, at least one similar work higher in value to 80% of the estimated cost of work for which the bid is invited.	1 project

- ii. Tender Documents can only be downloaded from Directorate's website from 01/03/2023 (10.00 hrs) and shall be accompanied with a non-refundable tender document fee of **Rs. 2,000.00 only in form of Demand Draft.**

- iii. The Bidder is to deposit an earnest money of Rs 25000/- (Rupees Twenty Five Thousand ) along with tender documents in the form of BANK DRAFT in favour of Director, Directorate of Museums payable at GUWAHATI.
- iv. Tender Documents shall be downloaded from directorate's website and the office of the director shall not issue physical copy or send the tender document by Post/Courier on request.
- v. The intending bidder must read the terms and condition carefully. They should only submit their bid if he/she considers themselves eligible and they are in possession of all the document required. The bids submitted by the bidders who do not meet the qualification requirements as required or whose Bids (both technical and commercial) are not valid. Earnest Money of the tenders containing restricted validity of Bids is liable to be forfeited. The bids not accompanied by Earnest Money Deposit and tender fee shall be summarily rejected.
- vi. Issue of Tender Documents to the bidder will not automatically mean that the bidder is qualified for the Award of the Contract. The bidders will be required to fulfil the Pre- Qualification Criteria given in the Tender Document before being considered eligible for the Award of Contract. No Condition/Deviation which is either additional or in modification of the tender conditions shall be included in the bid submitted by the bidder. If the bid contains any such conditions or deviations from the tender conditions, the bid will be rejected.
- vii. Certificate of Financial Turnover: At the time of submission of bid, contractor must submit Certificate from CA mentioning Financial Turnover of last three years or for the period specified in the bid document and further details if required may be asked from the contractor after opening of the technical bid.
- viii. The Bidders are required to sign on each page of this tender document and submit along with the additional data sheets/ certificates/ documents as mentioned in this tender document and submit at Directorate of Museums' office only. The Directorate shall not be held responsible for the delay, if any, in the non-receipt of the same during stipulated period under any circumstances.
- ix. The technical bid shall be opened first on due date and time as mentioned. Financial bid shall be opened for only the contractors qualifying the technical bid.
- x. Completed Tenders containing **two sealed covers** inscribed clearly technical bid and financial bid to be submitted at the office of the Director, Directorate of Museums, Assam, Guwahati 1, before the fixed time and the date indicated in the tender document. The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid. Financial bids of only those tenders shall be opened whose technical bids qualify. Only the tenderers technically qualified will be at liberty to be present either in person or through an authorized representative at the time of opening of the Financial Bids..
- xi. Directorate of Museums does not bind itself to accept lowest or any other bid and reserves the right to reject lowest or any other bid or all the bids and accept any bid either in the whole or in part or split up the work between more than one bidders without assigning any reason whatsoever. The bidder shall be bound to execute the same at the quoted rates.

- xii. Bidders have to unconditionally accept all the terms laid herein the tender document. The directorate of Museums will not enter into any negotiations even with the Lowest Tenderer.
- xiii. In case the date of opening of the tender as mentioned above is declared to be a holiday, the bids shall be received and opened on the next working day at the same time and venue.
- xiv. Any Addendum/Corrigendum if required, will be uploaded on <http://museums.assam.gov.in>.

Director,  
Directorate of Museums, Guwahati 1, Assam  
Indigenous and tribal faith and culture  
department,  
Government of Assam.

### A. General

1. **Description of Work, Quantity, Rate and Contract Value:** Being the last capital of the royal Ahom's and the first capital of the British, The Jorhat town has its own charms and heritage values and the proposed gallery at District Museum Jorhat has been planned out encompassing that idea. Braking the barriers, an effort has been made to preserve and disseminate the heritage and aesthetics through pictorial and narrative based displays, where visitors would be able to feel and learn history through contextual presentations. It has also been planned out to entertain all goners of visitors, for which comparatively new display elements have been added to the execution plan. Keeping in mind the need of the differently abled visitors an effort has been made to install braille and sound guide system. . The contract is for **Development heritage gallery at District Museum, Jorhat** measuring approximately 735 Sq.ft carpet area for lump sum contract amount of **Rs. 24,97,737 (Rupees Twenty Four Lakh Ninety Seven Thousand Seven Hundred and Thirty Seven Only)** inclusive of all taxes.

This tender document consists all relevant information to the bidders for best of their understanding about the project before placing the bid. Throughout the documents, the terms "bid" and "tender" and their derivatives (bidder/ tenderer, bid/ tender, bidding/ tendering, etc.) are synonymous.

2. **Scope of work:**

The directorate intends to develop the gallery as per the broad scope of development and upgradation with below Major components of the work –

Sl. no	Name of the work	Details of the work
1.	Curatorial Conceptualization	To facilitate the project curator in the process of selection of objects to be displayed <ul style="list-style-type: none"> <li>• Preparing introductory texts and its contents for proposed face-lifting of the gallery</li> <li>• Collection of data , maps etc for the gallery display</li> <li>• Narrative stories on selected historical/political events for display</li> </ul>
2.	Interior Space preparation	<ul style="list-style-type: none"> <li>• Installation of arrangement to avoid unwanted light and noise coming through excess openings</li> <li>• Installation permanent display board on walls</li> <li>• Installation of ambient lighting inside in the gallery and inside the showcases</li> <li>• Provision of adequate ventilation through installation of exhaust fans.</li> <li>• Finishing work as per interior design theme including floor preparation, installation of false ceiling, painting etc.</li> <li>• Provision of internal electrical wiring as per the revised lighting layout and AV installations.</li> <li>• Installation of standalone fire detection and suppression device</li> </ul>
3.	Conservation	<ul style="list-style-type: none"> <li>• Basic curative preventive conservation of the gallery, selected object.</li> <li>• As per requirement placing of conservation materials - Silica gel, Naphthalene powder, thermometer etc.</li> </ul>



4.	Display and information	<ul style="list-style-type: none"> <li>• Installation of glass top cabinets for the objects</li> <li>• Installation of introductory panel with information texts</li> <li>• Adding of photograph and maps with frame</li> <li>• Printing the text for each individual showcases and its contents</li> </ul>
5.	Art installation	<ul style="list-style-type: none"> <li>• Installation of thematic wall art and relief work to narrate the concept.</li> </ul>
6.	Publication	<ul style="list-style-type: none"> <li>• Preparing of a small two-fold handout with English texts on one side and Assamese on other</li> </ul>

The Bidder has to execute all works assigned in the work order as per design and specification provided by the directorate of Museums.

- 3. Period for Completion of Work:** The work must complete within a period of 180 days starting on the next day of issuance of work order. The contractor may apply in writing for permission of extended working hrs to meet the deadline while complying with the prevailing labour laws. In such cases the contractor shall seek permission in writing from the Director of Museums on submission of copy of identity cards of working staff.

**4. Eligible Bidders:**

This Invitation for Bid is open to all bidders as defined in the Appendix. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent Practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

**5. Bidding format**

The bid shall be submitted in two bid format. Technical and financial bids shall be submitted in two Separate sealed envelopes.

**6. Qualification of the Bidder**

6.1 All bidders shall provide in Section 1, Forms of Bid and Qualification, information, schedule, including shop drawings (if any) and charts (if any), as necessary.

All bidders shall include the following information and documents with their bids in Section 1, Qualification Information unless otherwise stated in the Appendix:

- i. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory (if any) of the Bid to commit the Bidder;
- ii. Total monetary value of Construction/ interior finishing / Supply and Installation works performed of similar kind of works for each of the last five years.
- iii. Experience in works of a similar nature and size for the last five years, and details of works in progress or contractually committed with certificates from the concerned officer of the rank of Executive Engineer or equivalent;
- iv. Deleted
- v. Deleted
- vi. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years;
- vii. Evidence of access to line(s) of credit and availability of other financial resources/ facilities certified by banker (the certificate being not more than 3 months old.)
- viii. Authority to seek references from the Bidder's bankers;

- ix. Information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;
- x. Undertaking of non-blacklisting

6.2 To qualify for award of the Contract, each bidder should have in the last five years:

- i. Achieved in any one year a minimum financial turnover (in all cases of interior finishing / construction work only) volume of construction work of at least the amount equal to the estimated cost of works for which bid has been invited. The turnover will be indexed at the rate of 5 percent for a year.
- ii. Satisfactorily completed, as prime Contractor, at least one similar work equal in value to 80% of the estimated cost of work for which the bid is invited, or such higher amount as may be specified in the Appendix.

6.3 Each bidder must produce:

- a. Tender fee and EMD demand draft
- b. Valid Trade License
- c. GST certificate
- d. PAN card copy
- e. Current income-tax clearance certificate;
- f. An undertaking of non-blacklisting and
- g. Such other certificates as defined in the Appendix. Failure to produce the certificates shall make the bid non-responsive.

6.4 Each bidder must demonstrate:

- a. Deleted

6.5 To qualify for a package of contracts made up of this and other contracts (if any) for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

6.6 Sub-Contractors' experience (if permitted) and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

Deleted

6.7 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- 6.7.1 Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- 6.7.2 Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
- 6.7.3 Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

## **7. One Bid per Bidder**

Each Bidder shall submit only one Bid for one work. Bidder who submits more than one Bid will cause the proposals with the Bidder's participation to be disqualified.

**8. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the employer will, in no case, be responsible or liable for those costs.

**9. Site Visit**

The Bidder, at his own cost, responsibility and risk is encouraged to visit, examine and familiarize himself with the Site of Works and its surroundings including source of earth, water, road aggregates etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. He may Contact the person nominated from the Directorate of Museums, Assam, whose contact details are given in the Appendix.

**B. Bidding Documents****10. Content of Bidding Documents**

10.1 The set of bidding documents comprises the documents listed below and addenda (if any) issued in accordance with Clause 12.

<b>Sl No.</b>	<b>Particulars</b>
1	Notice Inviting Bids
2	Instruction to bidders
3	Qualification Information
4	Condition of contracts (General condition and special condition)
5	Specifications
6	Drawings
7	Forms of Bid
8	Financial Bid

10.2 Each bidder shall submit only one set of the bidding document with payment of Bid document price (Non-refundable) in form of Demand Draft.

10.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder' own risk. Pursuant to clause 28 hereof, bids which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

**11. Clarification of Bidding Documents**

A Prospective Bidder requiring any clarification of the bidding documents may notify at the Employer's address indicated in the Notice Inviting Bids. The Employer will respond to any request for clarification received earlier than 3 working days prior to the deadline for submission of bids. Copies of the Employer' response will be forwarded through email to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

**12. Amendment of Bidding Documents**

Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addendum. Any addendum thus issued shall be a part of the bidding documents and will be uploaded on Directorate's website <http://museums.assam.gov.in>. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids.

### **C. Preparation of Bids**

#### **13. Language of Bid**

All documents relating to the Bid shall be in the **English** Language.

#### **14. Documents Comprising the Bid**

14.1 The Bid submitted by the Bidder shall be in two separate parts:

**Part I.** This shall be named **Technical Bid** and shall comprise of:

- i. Non Refundable Bid Price of Rs 2000 in form of Demand Draft.
- ii. Bid Security in the form specified in Clause 18.
- iii. Qualification information, supporting documents as specified in Clause 6 of this tender.
- iv. Certificates, Undertaking, Affidavits as specified in Section 1.
- v. Any other information/documents required to be completed and submitted by bidders, as specified in the Appendix,
- vi. Undertaking that the bid shall remain valid for the period specified in Clause 16.1
- vii. Acceptance / non acceptance of Dispute Review Expert proposed in Clause 36.

**Part II.** It shall be named Financial Bid and shall comprise of:

- i. Form of Bid as specified in Form 9

14.2 Each part shall be separately sealed and marked in accordance with Sealing and Marking instructions in Clause 21 of the tender.

#### **15. Bid Prices**

15.1 The Contract shall be for the whole works as described in Clause 3 of the tender document unless otherwise desired by the directorate, based on the Financial bid (Proposal sheet) submitted by the Bidder.

The Contract price is the total cost of the project including material price, tax and royalties, wages, remuneration to site supervisor and any other expert as may require to carry out the work as defined in the scope of work described in Clause 3

15.2 The Bidder shall quote rates as per item both in words and figure as per Section 4 enclosed in financial bid.

15.3 All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder.

15.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment at any point of time.

15.5 The total bid value accepted for the scheme will remain firm and binding without any variation and this amount will be taken as 100% in the payment schedule.

#### **16. Currencies of Bid and payment**

A. The unit rates and the prices shall be quoted by the bidder entirely in **Indian Rupees**. All payments shall be made in Indian Rupees only.

## **17. Bid Validity**

- 17.1 Bids shall remain valid for a period of **120 (One Twenty)** days after the deadline date for bid submission specified in Clause 22 of this tender. A bid valid for a shorter period shall be rejected by the Employer as non- responsive.
- 17.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request without forfeiting his Earnest Money. Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension, and in compliance with Clause 18.6 of this Tender in all respects.

## **18. Bid Security**

- 18.1 The Bidder shall furnish, as part of the Bid, Earnest Money, in the amount specified in the Appendix 1 (x) to this document.
- 18.2 The Earnest Money shall, be in the form of Demand Draft of a scheduled commercial bank, issued in favour of the name given in the Appendix 1 to this document. Other forms of Earnest Money acceptable to the Employer are stated in the Appendix 1 (xi) to this document.
- 18.3 Any bid not accompanied by an acceptable Earnest Money, unless exempted in terms given in the Appendix, shall be rejected by the Employer as non-responsive.
- 18.4 The Earnest Money of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Clause 17 of this document.
- 18.5 The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

### **18.6 The Earnest Money may be forfeited:**

- 18.6.1 if the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity;
- 18.6.2 in the case of a successful Bidder, if the Bidder fails within the specified time limit to
- i. sign the Agreement; and/or
  - ii. Furnish the required Performance Security.

## **19. Alternative Proposals by Bidders**

- 19.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the financial bid and the basic technical design (Shop Drawings) as indicated in the tender drawings and specifications. Alternative proposals will be rejected as non-responsive.

## **20. Format and Signing of Bid**

- 20.1** The Bidder shall submit one set of the bid comprising of the documents as described in Clause 14 of this bid document.
- 20.2** The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Clause 6.1 of this document. All pages of the Bid shall be signed by the person or persons signing the Bid.
- 20.3** The Bid shall contain no overwriting, alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and initialling and dating it by the person or persons signing the Bid.

#### **D. Submission of Bids**

##### **21. Submission of Bids.**

21.1 The Bidder shall submit their “Technical Bid” and “Financial Bid” in separate folder as specified in the Clause 14.

**Technical Bid:** To be opened on 21.03.2023 at 15:00 hrs at office of Director, Directorate of Museums, Assam,

**Financial Bid:** To be opened on 21.03.2023 at 16:00 hrs and not to be opened except with the approval of the Employer.

The contents of the Technical and financial Bids shall be as specified in clause 14.1 of the Bid Document.

##### **22. Deadline for Submission of Bids**

22.1 Complete Bids (including Technical and financial) must be received by the Employer at the address specified in the Appendix not later than the date and time indicated in the Appendix.

22.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 12 of this document, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

##### **23. Late Bids**

No Bid will be accepted by Employer after the deadline of submission of Bid as specified in Annexure 1 (xii).

##### **24. Modifications and Withdrawal of bids**

**24.1** Bidders cannot modify or withdraw their bids once submitted. In such case the Earnest Money submitted by the bidder with respect to the bid shall be forfeited by the employer.

## **E. Bid Opening**

### **25. . Bid Opening**

- 25.1 The Employer will open the bids received at the time and date specified in the Appendix 1 to of this document. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 25.2 The folder containing the technical bid shall be opened first. The folder marked “cost of bidding document” will be opened first and if the cost of the bidding documents is not there, or incomplete, the remaining bid documents will not be opened, and bid will be rejected.
- 25.3 In all other cases, the amount of Earnest Money, forms and validity shall be checked. Thereafter, the bidders’ names and such other details will be checked by the committee.
- 25.4 The Employer will prepare minutes of the Bid opening, including the bidders’ information.
- 25.5 Evaluation of the technical bids with respect to earnest money, qualification information and other information furnished in Part I of the bid in pursuant to Clause 14.1 of the bid document, shall be taken up and completed within the same day of the date of bid opening, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.
- 25.6 The Employer shall inform the bidders, whose technical bids are found responsive. Only the bidders qualified in technical bid may attend opening of financial bids as stated in the Appendix I to this bid document. In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day through they or their representative, may attend the meeting of opening of financial bids.
- 25.7 At the time of the opening of the ‘Financial Bid’, the names of the bidders whose bids were found responsive will be announced. The financial bids of only these bidders will be opened. The remaining bids will remain unopened. The responsive bidders’ names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening. Any Bid price which is not read out and recorded, will not be taken into account in Bid Evaluation.
- 25.8 The Employer shall prepare the minutes of the opening of the Financial Bids.

### **26. Process to be Confidential**

- 26.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any attempt by a Bidder to influence the Employer’s processing of bids or award decisions will result in the rejection of his Bid.

### **27. Clarification of Bids and Contacting the Employer**

- 27.1 No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.
- 27.2 Any attempt by the bidder to influence the Employer’s bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.



## **28. Examination of Bids and Determination of Responsiveness**

28.1 During the detailed evaluation of “Technical Bids”, the Employer will determine whether each Bid

- (a) Meets the eligibility criteria defined in Clauses 5 and 6;
- (b) Has been properly signed;
- (c) Is accompanied by the required securities and tender fee; and
- (d) is substantially responsive to the requirements of the bidding documents.

During the detailed evaluation of the “Financial Bids”, the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., Financial bid (proposal sheet).

28.2 A substantially responsive “Financial Bid” is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one

- a. Which affects in any substantial way the scope, quality, or performance of the Works;
- b. Which limits in any substantial way, inconsistent with the bidding documents, the Employer’ rights or the Bidder’ obligations under the Contract; or
- c. Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

28.3 If a “Financial Bid” not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

## **29. Correction of Errors**

29.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- a. where there is a discrepancy between the rates in figures and in words, the rate in words will govern;

29.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Earnest money shall be forfeited in accordance with Clause 18.6 of this bid document.

## **30. Evaluation and Comparison of Bids**

30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 28 of this document.

30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price by making correction, if any, for errors pursuant to Clause 28 of the bid document.

30.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Architect/Engineer’ estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Financial Bid, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in Clause 34 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the

increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

#### 30.4 Marking System : Maximum technical qualification marks: 80 marks

30.5 The Technical Bid will be evaluated by the Proposal Evaluation Committee as per the Eligibility/pre- qualification Criteria mentioned in this document. The participating bidders will be required to fulfil the pre-qualification criteria mentioned in the tender to qualify for Technical Evaluation. The Financial Bids of technically qualified Bidders ( $\geq 50$  marks) alone will be opened. The decision of the committee shall be final in this regard.

30.6 **Technical Evaluation Calculation** – The bidder with the highest technical marks will be

Sl. No	Criteria	Basis of Evaluation	Marks
1.	The bidder's total years of existence construction/interior finishing contracting. (Documents Required: Copy of Incorporation / Registration Certificate)	$\geq 3$ years & $< 5$ years: 10 Marks $\geq 5$ years & $< 10$ years: 15 Marks $\geq 10$ years: 20 Marks	<b>20 Marks</b>
2	The bidder's Average Turnover from interior / construction work in each of the last three audited financial years. (Documents Required: Copy of certificate from Statutory Auditor / Chartered Accountant specifying the average turnover from civil construction in the last three audited financial years.)	$\geq$ Rs. 25lakhs & $\leq$ Rs. 50 Lakh: 10 marks $\geq$ Rs.50 lakh & $\leq$ Rs. 1.0 Crs: 15 marks $\geq$ Rs. 1.0Crs: 20 marks	<b>20 Marks</b>
3	The Bidder's experience in Gallery development/ Interior finishing/ or project of similar nature in the last 5 years. (Documents Required: Copy of completion certificate/work order / contract)	1 Projects: 20marks 2-3 Projects: 30marks > 3 Projects: 40marks	<b>40 marks</b>

denoted as 'T1'. The bidder with second highest technical score will be denoted as 'T2' and so on.

30.7 **Evaluation of Financial Proposal** – In the second stage, the financial evaluation will be carried out as per this bid document. The financial proposals of only those bidders who score more than or equal to the minimum technical marks (i.e.  $\geq 50$  marks) will only be opened. The bidders securing less than the minimum technical marks will be rejected and their bids marked as "Technically Non-Responsive".

30.8 For Financial Evaluation, **the total cost including all other incidentals, taxes, duties, out of pocket expenses, etc. and inclusive of GST**, as indicated in the Financial Proposal will be considered. The bid price will include all taxes and levies as mentioned in Form 9.

30.9 The Proposal Evaluation Committee will determine whether the Financial Proposals are complete and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the scope of

work within the total quoted price shall be that of the Contractor. The lowest Financial Proposal (Fm) will be given a financial score of 100 points. The financial scores of other proposals will be computed as follows:

The lowest financial offer will be awarded 100 points. The Price scores of other Bidders will be calculated as:

$$Fn = (Fm/Fb) \times 100$$

Where

Fn = Normalized financial score of the bidder under consideration

Fb = Price quoted by the bidder under consideration

Fm = Lowest price quoted

### 30.10 Combined QCBS Evaluation

Proposal evaluation committee will evaluate and compare the bids determined to be substantially responsive. It is proposal evaluation committee's intent to select the proposal that is most responsive to the project needs, and each proposal will be evaluated using the criteria and process outlined in this section. Technical bids shall be examined by the proposal evaluation committee with respect to compliance, completeness and suitability of the proposal to the project and only the bids which are in compliance to the requirements mentioned in the RFP shall be considered as technically qualified.

**Total bid evaluation:** Only the Financial bids of those bidders qualified in the technical evaluation shall be opened. Financial bids of the other bidders will not be opened.

The evaluation shall be strictly based on the information and supporting documents provided by the bidders. It is the responsibility of the bidders to provide all supporting documents as listed in forms necessary to fulfil the mandatory eligibility criteria.

The Bids received will be evaluated using the Quality cum Cost Based Solution (QCBS). The weightage of the technical and commercial parameters will be in the ratio of 80:20, respectively. For calculation of the combined Technical and Price Score of all bidders, the following formula will be used:

$$\text{Total Score} = Tn + Fn$$

Bidder scoring highest "Total Score" will be assigned as 'H1' and will be selected.

In case of tie, the bidder securing higher Technical Score would be given preference. The Selected Bidder shall be the first ranked Bidder (having the highest combined score). The second-ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws or fails to comply with the requirements specified in the RFP.

30.11 Employer shall constitute a proposal evaluation committee to evaluate the bids and manage the entire bidding process.

## F. Award of Contract

### 31. Award Criteria

31.1 Subject to this clause, the Employer will award the Contract to the Bidder whose Bid has been determined:

31.1.1 to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be

a. Eligible in accordance with the provisions of Clause 5 of the bid document, and

- b. Qualified in accordance with the provisions of Clause 6 of the bid document; and

**32. Employer's Right to accept any Bid and to reject any or all Bids**

32.1 Notwithstanding Clause 30 above, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

**33. Notification of Award and Signing of Agreement.**

33.1 The bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by email, telephone or facsimile confirmed by registered letter. This letter (hereinafter and in the Part I *General Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay to the Contractor in consideration of the execution and completion of the Works, by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract value").

33.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 34.

33.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the performance security is furnished.

33.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

**34. Performance Security**

34.1 Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of **Rs 2,00,000 (Rupees two Lakhs only)** in form of bank guarantee/fixed deposit, for the period of 180 days from the time of completion of works plus additional security for unbalanced Bids in accordance with Clause 30.3 of the bid document and Clause 47 Part I of General Conditions of Contract and sign the contract.

34.2 The performance security shall be either in the form of a Bank Guarantee or fixed deposit Receipts, in the name of the Employer, from a Scheduled commercial bank.

**35. Advance payment of Security**

35.1 The Employer will **not** provide Mobilization Advance payment.

**36. Dispute Review Experts:** to be appointed by the employer in consultation with the bidder.

**37. Corrupt or Fraudulent Practices**

The Employer requires the bidders/Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.

## SECTION 2 Conditions of Contract

### Part –I General Conditions of Contract

**Interpretation:** These Regulations for Tenders and Contracts shall be read in conjunction with the Standard **General Conditions of Contract** which are referred to herein and shall be subject to modifications additions or suppression by **Part II Special Conditions of Contract** and/or special specifications, if any, annexed to the Tender Forms.

#### A. General

##### 1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

- Compensation Events are those defined in Clause 40 hereunder.
- **The Completion Date is the date of completion of the Works as certified by the Architect/ Engineer in charge**, in accordance with Clause 48.1.
- The Contract is the legal agreement between the Employer and the Contractor to execute, complete, the Works under the clauses thereto. It consists of the documents listed in Clause 2.3.
- The Contract Data defines the documents and other information which comprise the Contract.
- **The Contractor** is a registered business entity who's Bid to carry out the Works, including post completion damage repair during damage liability period as defined under Point xv of Appendix 1, has been accepted by the Employer.
- The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
- **The Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- All days are calendar days, months are calendar months and years are financial years.
- A Defect is any part of the Works not completed in accordance with the Contract.
- The Defects Liability Certificate is the certificate issued by Architect/Engineer in charge, after the detection of a Defect Liability Period has ended and upon correction of defects to the satisfaction of the architect/ engineer in charge by the Contractor.
- The Defects Liability Period is six months (180 days) calculated from the Completion Date.
- Drawings include technical drawings, layout, details, calculations and other information provided or approved by the Architect /Engineer in charge for the execution of the Contract.
- The Employer is the party as defined in the Contract Data, who employs the Contractor to carry out the works. The Employer may delegate any or all functions to a person or body nominated by him for specified functions.
- The Architect /Engineer is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the

Architect/Engineer) who is responsible for supervising the execution of the Works and administering the Contract.

- Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to carry out the Works.
- The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
- The Intended Completion Date is the date on which it is intended that the Contractor shall complete and hand over the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Director or a person nominated by the Director by issuing an extension of time.
- **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- **Plant** is any integral part of the works that shall have a mechanical, electrical, electronic, chemical, or biological function.
- The **Site** is the area defined as such in the Contract Data.
- **Site Investigation Reports** are those that were included in the bidding documents and are reports about the surface and subsurface conditions at the Site.
- **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Architect/Engineer in charge.
- The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- A **Sub-Contractor** is a person or any registered business entity who has a Contract with the Primary Contractor to carry out a part of the construction work in the Contract, which includes work on the Site.
- **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- A **Variation** is an instruction given by the Architect/Engineer in charge, which varies the Works.
- The **Works, as defined in the Contract Data**, are what the Contract requires the Contractor to construct, install, maintain, and turn over to the Employer.

## 2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Architect/Engineer in charge will provide instructions clarifying queries about these Conditions of Contract.

2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any

Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

**2.3 The documents forming the Contract shall be interpreted in the following order of priority:**

- (1) Letter of Acceptance,
- (2) Agreement,
- (3) Notice to Proceed with the Work,
- (4) Contractor's Bid,
- (5) Contract Data,
- (6) Special Conditions of Contract Part II,
- (7) General Conditions of Contract Part I,
- (8) Specifications,
- (9) Drawings,
- (10) Financial bid (proposal sheet) and
- (11) Any other document listed in the Contract Data.

**3. Language and Law**

3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

**4. Architect/Engineer in charge's Decisions**

4.1 Except where otherwise specifically stated, the Architect/Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer. However, if the Architect/Engineer is required under the rules and regulations and orders of the Employer to obtain approval of some other authorities for specific actions, he will so obtain the approval.

4.2 Except as expressly stated in the Contract, the Architect/ Engineer shall not have any authority to relieve the Contractor of any of his obligations under the contract.

**5. Delegation**

5.1 The Architect/Engineer, with the approval of the Employer, may delegate any of his duties and responsibilities to other people, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

**6. Communications**

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

## **7. Subcontracting**

7.1 The Contractor shall not subcontract any part or whole of the scope of work without due approval of the Employer in writing, Subcontracting shall not alter the primary Contractor's obligations in any case.

The Contractor shall not be required to obtain any consent from the Employer for:

- a. The sub-contracting of any part of the Works for which the Sub-Contractor is named in the Contract;
- b. The provision for labour, or labour component.
- c. The purchase of Materials which are in accordance with the standards specified in the Contract

7.2 Beyond what has been stated in clauses 7.1 and 7.2, if the Contractor proposes subcontracting any part of the work during execution of the Works, because of some unforeseen circumstances to enable him to complete the Works as per terms of the Contract, the Employer will consider the following before according approval:

- a. The Contractor shall not sub-contract the whole of the Works.
- b. The Contractor shall not sub- contract any part of the Work without prior consent of the Employer. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any his sub-Contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents and workmen.

7.3 The Engineer should satisfy himself before recommending to the Employer whether

- a. the circumstances warrant such sub-contracting; and
- b. the sub-Contractor so proposed for the Work possess the experience, qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of Works to be sub-contracted.

## **8. Other Contractors**

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

The Contractor should take up the works in convenient reaches as decided by the Engineer to ensure there is least hindrance to the smooth flow of traffic including movement of vehicles and equipment of other Contractors till the completion of the Works.

## **9. Personnel**

The Contractor shall employ for the construction work the technical personnel named in the Contract Data or other technical persons approved by the Engineer/ Architect in Charge. The Engineer/ Architect in charge will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the Contract Data.

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



## **10. Employer's and Contractor's Risks**

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

## **11. Employer's Risks**

11.1 The Employer is responsible for the excepted risks which are

- (a) in so far as they directly affect the execution of the Works in the Employer's country, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), natural calamities and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or
- (b) a cause due solely to the design of the Works, other than the Contractor's design.

## **12. Contractor's Risks**

- (a) All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks, referred to in clause 11.1, are the responsibility of the Contractor.

## **13. Insurance**

13.1 The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the date of completion, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

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

Insurance policies and certificates for insurance shall be delivered by the Contractor to the Architect/Engineer for the approval as and when demanded. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.

A. The Contractor at his cost shall also provide, in the joint names of the Employer and the Contractor, insurance cover from the date of completion to the end of defect liability period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- (a) Personal injury or death.
- (b) Insurance policies and certificates for insurance shall be delivered by the Contractor to the Architect/Engineer for their approval as and when demanded. All such insurance shall provide for compensation to be payable in Indian Rupees.

**Alterations to the terms of insurance shall not be made without the approval of the Director or their nominated representative.**

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

## **14. Site Investigation Reports**

14.1 The Contractor, in preparing the Bid, may rely on any Site Investigation Reports referred to in the Contract Data, supplemented by any other information available to him, before submitting the bid.

## **15. Queries about the Contract Data**

15.1 The Architect/ Engineer in charge will clarify queries on the Contract Data.

## **16. Contractor to Construct the Works**

16.1 The Contractor shall construct, and install and maintain the Works in accordance with the Specifications and Drawings.

## **17. The Works to Be Completed by the Intended Completion Date**

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

## **18. Approval by the Architect/Engineer**

The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works (if any) to the Architect/ Engineer, who is to approve them.

18.1 The Contractor shall be responsible for design of Temporary Works (if any).

18.2 The Engineer's/ Architect's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.3 The Contractor shall obtain approval of third parties to the design of the Temporary Works (if any), where required.

18.4 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Architect/Engineer before their use.

## **19. Safety**

19.1 The Contractor shall be responsible for the safety of living and non-living items during all activities on the Site.

## **20. Discoveries**

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

## **21. Possession of the Site**

The Employer shall give complete possession of the Site to the Contractor seven days in advance of the construction programme.

## **22. Access to the Site**

22.1 The Contractor shall allow access to the Site and to any place where work in connection with the Contract is being carried out, or is intended to be carried out to the Architect/ engineer and any person/persons/agency authorized by:

- a. The Architect/Engineer
- b. Directorate of Museums, Government of Assam.

## **23. Instructions**

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

## **24. Dispute Redressed System**

24.1 If any dispute or difference of any kind what-so-ever shall arises in connection with or arising out of this Contract or the execution of Works or maintenance of the Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority, described along with their powers in the Contract Data, above the rank of the Architect/Engineer. The competent authority shall, within a period of thirty days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works, including necessary maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.

24.2 Either party will have the right of appeal, against the decision of the competent authority, to the Standing Empowered Committee if the amount appealed against exceeds rupees one lakh. The composition of the Empowered Standing Committee will be:

- a. One official member, Chairman of the Standing Empowered Committee, not below the rank of Additional Secretary to the State Government;
- b. One official member not below the rank of Director; and
- c. One non-official member who will be technical expert of Architect/ Engineer in charge's level selected by the Contractor from a panel of three persons given to him by the Employer.

24.3 The Contractor and the Employer will be entitled to present their case in writing duly supported by documents. If so requested, the Standing Empowered Committee may allow one opportunity to the Contractor and the Employer for oral arguments for a specified period. The Empowered Committee shall give its decision within a period of ninety days from the date of appeal, failing which the contractor can approach the appropriate court for the resolution of the dispute.

24.4 The decision of the Standing Empowered Committee will be binding on the Employer for payment of claims up to five percent of the Initial Contract Price. The Contractor can accept and receive payment after signing as "in full and final settlement of all claims". If he does not accept the decision, he is not barred from approaching the courts. Similarly, if the Employer does not accept the decision of the Standing Empowered Committee above the limit of five percent of the Initial Contract Price, he will be free to approach the courts applicable under the law.

## **25. Procedure to disputes**

The Dispute Review Board shall be constituted with three members, one from Employer, one from Contractor and the other to be nominated jointly by the above two members to give a decision in writing within 28 days of receipt of a notification of a dispute.

## **26. Arbitration**

- 26.1 In view of the provision of the clause 24 on Dispute Redressed System, it is the condition of the Contract that there will be no arbitration for the settlement of any dispute between the parties.

## **B. Time Control**

### **27. Time commitment**

- 27.1 Within the time stated in the Contract Data, the Contractor shall submit to the Architect/Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly forecasts progress for the construction of works.
- 27.2 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.
- 27.3 The Contractor shall submit to the Architect/Engineer in charge for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Architect/Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 27.4 The Architect/Engineer in charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Architect/Engineer again at any time. A revised Programme shall show the effect of Variations and Compensation Events.

### **28. Extension of the Intended Completion Date**

- 28.1 The Architect/Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Works, which would cause the Contractor to incur additional cost.
- 28.2 The Architect/Engineer shall decide whether and by how much time to extend the Intended Completion Date within 15 days of the Contractor asking the Architect/Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

### **29. Delays Ordered by the Architect/Engineer**

- 29.1 The Architect/Engineer may instruct the Contractor to delay the start or progress of any activity within the Works. Delay/delays totalling more than 30 days will require prior written approval of the Employer (Director of Museums, Assam).

### **30. Authority Meetings**

- 30.1 The Architect/Engineer may require the Contractor to attend meetings with committee of authorities from employer side. The agenda of such meetings shall be to review project progress and the plans for completion.
- 30.2 The Architect/Engineer shall record the meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the committee, the Architect/Engineer either at the meeting or after the meeting and stated in writing to all those who attended the meeting.

## **C. Quality Control**

### **31. Identifying Defects**

- 31.1 The Architect/ Engineer or any other person nominated by the Architect shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Architect/ Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

### **32. Tests**

- 32.1 The contractor shall be solely responsible for: Material Test Certificates of the major components (as applicable) like steel structure, concrete, equipment etc. shall be submitted by the bidder on request of Architect/ Engineering in charge.
- 32.2 If the Architect/ Engineer instructs the Contractor to carry out a test not specified in the Specification/ to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

### **33. Correction of Defects noticed during the Defect Liability Period**

- 33.1 The Architect/Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and ends after 180 days. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 33.2 Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the length of time specified by the Architect/ Engineer's notice.

### **34. Uncorrected Defects**

- 34.1 If the Contractor has not corrected a Defect pertaining to the Defect Liability Period under clause 33.1 and clause 33.2. of these Conditions of Contract, to the satisfaction of the Architect/ Engineer in charge , within the time specified in the Architect/Engineer's notice, the Architect/Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount, on correction of the Defect or the same amount shall be deducted from the contractor's last running bill.

## **D. Cost Control**

### **35. Payment Schedule**

- 35.1 The Payment Schedule of Financial bid (Section-4) will contain item for the construction and installation work executed by the bidder.
- 35.2 The Payment Schedule is cost breakup of the total Contract Price. The Contractor will be paid for the item/items of the work done at the rate in the Payment Schedule for each item.
- 35.3 The contractor shall submit running bills at each milestone after due approval in writing from Architect/Engineer in charge
- 35.4 No price revision will be allowed.

### **36. Variations**

- 36.1 No variation in quoted price shall be considered unless change in approved material specification by the authorized person of the employer.

### **37. Cash Flow Forecasts**

- 37.1 When the Programme is updated, the Contractor shall provide the Architect/Engineer with an updated cash flow forecast whenever asked by the Director.

### **38. Payment Certificates**

- 38.1 The payment to the contractor will be as follows for the work:
  - a) The Contractor shall submit to the Architect/Engineer periodic statements of the value of the work executed less the cumulative amount certified previously as per payment schedule
  - b) The Architect/Engineer shall check the Contractor's periodic statement within 14 days and certify the amount to be paid to the Contractor.
  - c) The value of work executed shall be determined, based on assessment by the Architect/Engineer.
  - d) The final bill shall be submitted by the contractor within one month of the actual date of completion the work; otherwise the Architect/Engineer's certificate of the measurement and of the total amount payable for work accordingly shall be final and payment shall be made accordingly at an early date as far as possible.

### **39. Payments**

- 39.1 Payments shall be adjusted for deductions for advance payments (if any), security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Employer shall initiate the process of payment of the amounts certified by the Architect/Engineer at the earliest possible.
- 39.2 The Employer may appoint another authority, as specified in the Contract Data (or any other competent person appointed by the Employer and notified to the contractor) to make payment certified by the Architect/Engineer.

### **40. Compensation Events**

- 40.1 The following shall be Compensation Events unless they are caused by the Contractor:
  - a) The Architect/Engineer orders a delay or delays exceeding a total of 30 days.

- 40.2 If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Architect/Engineer shall decide whether and by how much the Intended Completion Date shall be extended.

#### **41. Tax**

- 41.1 The rates quoted by the Contractor shall be deemed to be inclusive of the GST, sales and other levies, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

#### **42. Security Deposit**

- 42.1 The Employer shall retain security deposit of five percent of the amount from each payment due to the Contractor until Completion of the whole of the Works.
- 42.2 The security deposit and the performance security will be released to the Contractor when the Defect Liability period is over, and the Architect/Engineer has certified that the Defects, if any, notified by the Architect/ Engineer to the Contractor before the end of this period have been corrected; and that the contractor satisfactorily completed the Work satisfactorily.

#### **43. Liquidated Damages**

- 43.1 The Contractor shall pay liquidated damages to the Employer at 0.05% of the total Contract Value per week or part thereof up to a maximum of 10% of the Contract Value or as stated in the Contract Data for the period that the Completion Date is later than the Intended Completion Date. Liquidated damages at the same rate shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieves the next milestone the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.
- 43.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Architect/Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

#### **44. Advance Payment**

- 44.1 The Employer will not make any advance payment to the Contractor.

#### **45. Securities**

- 45.1 The Performance Security of **Rs 2,00,000 (Two Lakhs Only )** and additional security for unbalanced bids shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the form given in the Contract Data and by a scheduled commercial bank. The Performance Security shall be valid until a date 45 days from the date of expiry of Defect Liability Period and the additional security for unbalanced bids shall be valid until a date 45 days from the date of issue of the certificate of completion.

#### **46. Cost of Repairs**

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

## **E. Finishing the Contract**

### **47. Completion**

- 47.1 The Contractor shall request the Architect/ Engineer to issue a certificate of Completion of the Works, and the Architect/Engineer will do so upon deciding that the Works is completed.

### **48. Taking Over**

- 48.1 The Employer shall take over the Site and the Works within seven days of the Architect/Engineer's issuing a certificate of Completion. The Contractor shall continue to remain responsible for its routine maintenance during the Defect Liability period.

### **49. Final Account**

- 49.1 The Contractor shall supply the Architect/Engineer with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Architect/Engineer shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor may be processed if it is correct and complete. If it is not, the Architect/Engineer shall issue within 15 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Architect/ Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 28 days of receiving the Contractor's revised account. The payment will be made at the earliest.

### **50. Operating and Maintenance Manuals**

- 50.1 The "as built" Drawings (if any) and / or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.
- 50.2 If the Contractor does not supply the As Built Drawings and/or manuals/ manufacturer's guarantee/warranty documents for applicable appliances by the dates stated in the Contract Data, or they do not receive the Architect/Engineer's approval, the Architect/Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

### **51. Termination**

- 51.1 The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.
- 51.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- a. The Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Architect/Engineer;
  - b. The Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;



- c. The Architect/Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Architect/Engineer;
- d. The Contractor does not maintain a Security, which is required;
- e. The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 43.1;
- f. Contractor fails to provide insurance cover as required under clause 13
- g. If the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent Practice" means a misrepresentation of acts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non- competitive levels and to deprive the Employer of the benefits of free and open competition.
- h. If the Contractor has not completed at least thirty percent of the value of construction Work required to be completed after half of the completion period has elapsed;

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

51.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, handover the site to the Architect/Engineer in charge and leave the Site as soon as reasonably possible.

## **52. Payment upon Termination**

52.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Architect/Engineer shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. Additional Liquidated Damages shall not apply if the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the security deposit, and performance security. If any amount is still left un-recovered it will be a debt.

52.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

## **53. Property**

53.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer for use for completing balance construction work if the Contract is terminated because of the Contractor's default, till the Works is completed after which it will be transferred to the Contractor and credit, if any, given for its use.

## **54. Release from Performance**

54.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Contractor, the Architect/Engineer shall certify that the

Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

## **F. Other Conditions of Contract**

### **55. Labour**

- 55.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
- 55.2 The Contractor shall, if required by the Architect/Engineer, deliver to the Architect/Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

### **56. Compliance With Labour Regulations**

- 56.1 During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

## 57. Drawings and Photographs of the Works

57.1 The contractor shall do photography/video photography of the site firstly before the start of the work, secondly middle in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the contractor for this.

## 58. The Apprentices Act 1961

58.1 The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all liabilities and penalties provided by the said Act and said Rules.

## G. Contract Data to General Conditions of Contract.

Except where otherwise indicated, the Employer prior to issuance of the bidding documents should fill in all Contract Data, Schedules and reports to be provided by the Employer should be annexed.

Items marked "N/A" do not apply in this Contract.

1. The Employer is Directorate of Museums, Assam
2. Address: Ambari, Guwahati-1
3. Name of authorized Representative P.K.Kalita
4. The Architect/Engineer is Assistant Architect, DoM, GNB Road, Ambari,
5. The Intended Completion Date for the whole of the Work is **6 months (180 days)** from the date of issue of Notice to proceed with the work
6. The Site is located at **District Museum, Jorhat**, Guwahati -1
7. The Start Date shall be **7 days** after the date of issue of the Notice to proceed with the work.
8. The name and identification number of the work is *Development heritage gallery at District Museum, Jorhat*
9. The Work consist of gallery interior development at District Museum, Jorhat
10. The law which applies to the Contract is the law of Union of India.
11. The language of the Contract documents is English
12. Deleted
13. (a) The period for submission of the programme for approval of Architect/Engineer shall be 7 seven days from the issue of Letter of Acceptance.

(b) The updated programme shall be submitted at interval of 60 (Sixty) days (if demanded by employer).

(c) Deleted

14. The authorized person to make payments is Director, Directorate of Museums , Assam.

15. Deleted

16. Amount of liquidated damages for Milestone/ Whole of work delay in completion of works 1 (one) percent of the Initial Contract Price, rounded off to the nearest thousand, per week.

17. Maximum limit of liquidated damages for 10 per cent of the Initial delay in completion of work. Contract Price rounded off to the nearest thousand.

18. The standard form of Performance Security acceptable to the Employer Shall be an unconditional Bank Guarantee or Fixed Deposit of the type as presented in the Bidding Documents.

19. Deleted

20. Deleted

21. Deleted

**Section-3**  
**Part II Special Condition of Contract**

The Bidder must comply with the special acts and conditions laid hereunder

- a. **Workmen Compensation Act 1923:** - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b. **Payment of Gratuity Act 1972:** -Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days' ( say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- c. **Employees P.F. and Miscellaneous Provision Act 1952** the Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). He benefits payable under the Act are:
  - i. Pension or family pension on retirement or death as the case may be.
  - ii. Deposit linked insurance on the death in harness of the worker.
  - iii. Payment of P.F. accumulation on retirement/death etc.
- d. **Maternity Benefit Act 1951:** -The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e. **Contract Labour (Regulation & Abolition) Act 1970 :** - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.
- f. **Minimum Wages Act 1948:** - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways are scheduled employment.
- g. **Payment of Wages Act 1936:** - It lays down as to by what date the wages are to be paid when it will be paid and what deductions can be made from the wages of the workers.
- h. **Equal Remuneration Act 1979 :** -The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- i. **Payment of Bonus Act 1965:** - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set- p establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- j. **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lockout becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k. **Industrial Employment (Standing Orders) Act 1946:** - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.
- l. **Trade Unions Act 1926:** -The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m. **Child Labour (Prohibition & Regulation) Act 1986 :** - he Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.

- n. Inter-State Migrant Workmen' (Regulation of Employment & Conditions of Service) Act 1979: -The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.
- o. The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: -All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p. Factories Act 1948:-The Act lays down the procedure for approval of plans before setting up factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say,10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

**Appendix 1****(PRIME QUALIFICATION INFORMATION)**

The Employer should fill out this Appendix to before issuing the bidding documents the insertions should correspond to the information provided in the Invitation for Bids.

- i. The Employer is : **Director of Museums, Assam, Guwahati-1**
- ii. The Works is : **Development heritage gallery at District Museum,**
- iii. Identification No. of the works is: : **Jorhat DMA.209/JORHAT/241**
- iv. The State is : Assam
- v. Other documents required with the bid are : Demand drafts against Tender Fee and Earnest Money

SI No	DD No	Bank and Branch
1		
2		

- a. The Number of Technical personnel, Qualifications and Experience to be deployed will be as follows:

The Technical Personnel are\*:

Sl. No		Number	Qualification and years of Experience in Construction / Interior projects/Installation Works.
1	Technical Person as overall incharge of the work/Project		
2	Site Supervisor		

\* To be filled by bidder

- vi. The contact person is :  
(to be filled by the bidder)
- vii. Language of the bid is : English
- viii. Bids may be submitted only on : Lump Sum Fixed Amount
- ix. The amount of Bid Security/Earnest Money shall be : Rs. 25,000

- x. Fixed Deposit Receipt must be drawn : In favour of: Directorate of  
Museums, Assam, and other acceptable forms  
of Earnest Money pledged in favour  
of Director, Directorate of Museums  
is Demand Draft or Bank Guarantee.
- xi. The deadline for submission of bids shall be:  
Time: : 14:00 hrs  
Date: : 21.03.2023
- xii. The date, time and place for opening of the Technical Bids are  
A. Technical Bid  
Place : Office of the Director, Directorate  
of Museums, Assam  
Time : 15:00 hrs on 21.03.2023  
B. Financial Bid (For qualified bidder only)  
Place : Office of the Director, Directorate  
of Museums, Assam.  
Time : 16:00 hrs on 21.03.2023.
- xiii. The amount of the performance guarantee is : Rs 2,00,000
- xiv. Defect Liability period : 180 days from the day of  
completion (as on completion certificate)



## SECTION 1

The information to be filled in by bidders in the following pages will be used for purposes of Pre-qualification as provided for in Clause 6 of the Instructions to Bidders. Attach additional pages as necessary.

**Form 1**  
**Qualification Information**

1.1	Constitution or legal status of Bidder, Place of registration:	[attach copy]
1.2	Principal place of business: Power of attorney of signatory of Bid	attach copy of a) Business registration and b) PoA (if applicable)
1.3	Total annual volume of construction/interior work executed and payments received in the last three years preceding the year in which bids are invited.	Attach year wise certificate from Chartered Accountant
1.4	Work performed as prime Contractor (under the same name) on construction works of a similar nature (civil engineering works/ interior finishing works) and volume over the last five years.	Attach Completion certificate, copy of LoA (for ongoing works) from client
1.5	GST registration status	Attach certificate
1.6	PAN	Attach copy of PAN (self-attested)

**Form 2  
(Project Experience)**

Project Name	Name of Employer	Description of Work	Value of Contract	Contract No.	Date of Issue of Work Order	Stipulated date of completion	Actual Date of Completion	Remarks explaining reasons for delay if any

1.7 Information on Completed and ongoing projects (Similar works which are completed and works which are yet to be completed) as on the date of this bid.

**Form 3**  
**(Existing commitments)**

1.8 (A) Existing commitments and on-going construction works (if any):

Description of Work	Place & State	Contract No & Date	Name & Address of Employer	Value of Contract (Rs. In lakhs)	Stipulated period of completion	Value of works remaining to be Completed (Rs. Lakhs) *	Anticipated Date of completion

\* Enclose certificate(s) from Engineer(s)-in-charge for value of work remaining to be completed.

1.9 Financial reports for the last three years: balance sheets, profit and loss statements, auditors' reports/ CA's Certificate, etc. List below and attach copies. **(Form 4)**

1.10 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer. **(Form 5)**

1.11 Information on current litigation\* in which the Bidder is involved. **(Form 6)**

Name of Other party(s)	Cause of dispute	Litigation where (Court/arbitration)	Amount involved

\* write N/A if not applicable

**Appendix-II**

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID (if applicable)**

Know all men by these presents, we..... (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), ..... Son/daughter/wife of

..... and presently residing at ..... , who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of ..... , as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for the “**Development heritage gallery at District Museum, Jorhat**”. Project proposed Directorate of Museums , Assam (the “Authority”) including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us and/or until the entering into of the Contract with the Authority.

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

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

For .....  
(Signature, name, designation and address)  
of person authorized by Board Resolution  
(in case of Firm/ Company)/ partner in case of

Witnesses: Partnership firm

- 1.
- 2.

Accepted

.....  
(Signature)  
(Name, Title and Address of the Attorney) (Notarised)

Person identified by me/ personally appeared before me/  
Attested/ Authenticated\*  
(\*Notary to specify as applicable)

(Signature Name and Address of the Notary)  
Seal of the Notary  
Registration No. of the Notary  
Date:.....

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS  
POWER OF ATTORNEY ON THIS ..... DAY OF .....

For .....	For .....	For .....
(Signature)	(Signature)	(Signature)
.....	.....	.....
(Name & Title)	(Name & Title)	(Name & Title)

(Executants)  
(To be executed by all the Members of the Joint Venture)  
Witnesses:

- 1.
- 2.

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

**Appendix- III**  
**SELF-DECLARATION – NON BLACKLISTING**  
(On Non-Judicial Stamp Paper of ₹10/- duly attested by the Notary Public)

To,  
The Director  
Directorate of Museums, Assam  
Ambari, Guwahati -1

Sir,  
In response to the Tender document No. **DMA.209/JORHAT/241** Dated 01/03/2023. for  
**‘Development heritage gallery at District Museum, Jorhat,**

I/ We hereby declare that presently our Company/ Firm  
.....  
is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either  
indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous  
Body.

We further declare that presently our Company/ firm  
.....is not  
blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any  
State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may  
be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be  
cancelled.

Thanking you,

Yours faithfully,

Authorized Signatory:

Name of the Bidder:

Seal of the Organization:

Date:

Place:



**ANNEXURE - I**  
**TENDER FORM (First Sheet)**

**Directorate of Museums, Assam**

Tender No. DMA.209/Jorhat/241

Date: 01/03/2023

Name of Work: **Development heritage gallery at District Museum, Jorhat**

To  
The Director,  
Directorate of Museums, Assam

I/We \_\_\_\_\_  
have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of **120 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work for Directorate of Museums, Assam, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within **6 months** from the date of issue of letter of acceptance of the tender.

I/We also hereby agree to abide by the Directorate of Museums Standard General Conditions Of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Directorate of Museums, Assam in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.

A sum of Rs. 25,000 (Rupees twenty five thousand) is herewith forwarded as Earnest Money. Full value of the earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if :

- (a) I/We do not execute the contract documents within seven days after receipt of notice issued by the Museum that such documents are ready; and
- (b) I/We do not commence the work within fifteen days after receipt of orders to that effect.

Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Name and Signature of Witnesses:

(1) \_\_\_\_\_ Date \_\_\_\_\_ Place \_\_\_\_\_

(2) \_\_\_\_\_ Date \_\_\_\_\_ Place \_\_\_\_\_

Seal and Signature of Tenderer(s)

Date \_\_\_\_\_

Address of the Tenderer(s)

\_\_\_\_\_

\_\_\_\_\_

Email id: \_\_\_\_\_

Phone No. \_\_\_\_\_

## ANNEXURE - I

### TENDER FORM (Second Sheet)

1. **Instructions to Tenders and Conditions of Tender:** This tender form shall accompany with the list of items mentioned necessary for consideration as mentioned in checklist for bidders
2. **Drawings for The Work:** The Tender Drawings reflecting the quantum and design intent of the work as shown in annexure of this document. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer/Architect or his representative from time to time.
3. The Tenderer(s) shall quote his / their bid in form of **Lumpsum Fixed amount in form 9** with reference to all the items shown in the Schedule of approximate quantities attached deriving from rate above or below the CPWD Schedule of Rates as applicable as per contractor's capacity. The quantities shown in the attached Schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Museum. The Museum does not guarantee work under each item of the Schedule.
4. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.
5. The works are required to be completed within a period of 4 months from the date of issue of acceptance letter.
6. **Earnest Money:**
  - a) The tender must be accompanied by a sum of Rs.25,000 as earnest money the forms as mentioned in this tender document, failing which the tender will not be considered.
  - b) The Tenderer(s) shall keep the offer open for a minimum period of 120 days from the date of opening of the Tender. It is understood that the tender documents have been sold/issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Director, Directorate of Museums, Assam, Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the Museum.
  - c) If the tender is accepted, the amount of Earnest Money will be retained and adjusted as Security Deposit for the due and faithful fulfilment of the contract. This amount of Security Deposit shall be forfeited, if the Tenderer(s)/Contractor(s) fail to execute the Agreement Bond within 7 days after receipt of notice issued by Museum that such documents are ready or to commence the work within 15 days after receipt of the order to that effect.

- d) Earnest Money of the unsuccessful tenderer(s) will, save as here-in-before provided, be returned to the unsuccessful tenderer(s) within a reasonable time, but the Museum shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.

**7 Rights of The Museum To Deal With Tender:**

I/We understand that the authority for the acceptance of the tender will rest with the Museum. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderer(s) shall demand any explanation for the cause of rejection of his/their tender nor the Museum to assign reasons for declining to consider or reject any particular tender or tenders.

- 8 If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Directorate of Museums, Assam reserves the right to reject such tender at any stage.
- 9 In case of individual tenderer, if the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their tender, the Directorate of Museums, Assam shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Directorate of Museums, Assam shall deem such tender as cancelled, unless the firm retains its character and its living partner(s) gives in writing undertaking to satisfactorily carry out the Work without any condition.

**10 Eligibility Criteria:**

- (i) The tenderer(s) shall be eligible only if he / they fulfil Eligibility Criteria laid hereunder in this tender document.
- (ii) Authentic Certificates shall be produced by the tenderer(s) to this effect which may be an attested Certificate from the employer / client, Audited Balance Sheet duly certified by the Chartered Accountant etc.

- 11 Tenderer's Credentials:** Documents testifying tenderer's previous experience and financial status should be produced along with the tender or when desired by competent authority of the Museum. Tenderer(s) who has / have not carried out any work so far on Museum and / or who is / are not borne on the approved list of the Contractors of Directorate of Museums should submit along with his / their tender credentials to establish:

- (i) His capacity to carry out the works satisfactorily.
- (ii) His financial status supported by Bank reference and other documents.
- (iii) Certificates duly attested and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.

- 12 Tender must be enclosed in a sealed cover, superscripted "Tender No. \_\_\_\_\_" and must be submitted in person or sent by registered post to the address of Directorate of Museums, Assam so as to reach his office not later than 14:00 Hours on the 21.03.2023 or deposited in the special box allotted for the purpose in the office of the Director, Directorate of Museums, Assam. This Special box will be sealed at 14:00 hours on 21.03.2023. The tender will be opened at 15:00 hours on the same day. The tender papers will not be sold after 16:00 hours on 20/03/2023.

- 13 Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.
- 14 **Execution of Contract Documents:** The successful Bidder shall be required to execute an agreement with the Directorate of Museums, Assam for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Specification for work and materials approved by Directorate of Museums, Assam as amended/corrected upto latest Correction Slips, mentioned in tender form
- 15 **Partnership Deeds, Power of Attorney Etc. :** The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Museum will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.
- 16 The tenderer whether sole proprietor, a limited client or a partnership firm, if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorising him/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.
- 17 Employment/Partnership Etc. of Retired Museum Employees:**
- a. I/We understand that a tenderer be a retired engineer of the Gazetted rank or any other Gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the Museums owned and administered by the government (centre or state ) for the time being, or should a tenderer being partnership firm have as one of its partners a retired engineer or retired Gazetted Officer as aforesaid, or should a tenderer being an incorporated client have any such retired engineer or retired officer as one of its Directors or should a tenderer have in his employment any retired Engineer or retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such Engineer or Gazetted Officer from the said service and in case where such Engineer or Officer had not retired from Government service at least 2 years prior to the date of submission of the tender as to whether permission for taking such contract, or if the contractor be a partnership firm or an incorporated client, to become a partner or Director as the case may be, or to take the employment under the contractor, has been obtained by the tenderer or the Engineer or Officer, as the case may be from the President of India or any officer, duly authorised by him in this behalf, shall be clearly stated in writing at the time of submitting the tender. Tenders without the information above referred to or a statement to the effect that no such retired Engineer or retired Gazetted Officer is so associated with the tenderer, as the case may be, shall be rejected.
- b. I/We understand that a tenderer or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or client of contractors one or more of his shareholder(s) or a relative(s) of the shareholder(s) employed in gazetted capacity in the Engineering or any other department of the Directorate of Museums, Assam, the authority inviting tenders shall be

informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded.

Signature of Tenderer(s)

(Seal)

Name of The tenderer

Designation: \_\_\_\_\_

Date \_\_\_\_\_

Place \_\_\_\_\_

**Section 4**

**Financial Bid**

## Specifications

### Brief Specification:

#### 1.1 General:

All the works in general shall be executed as per nomenclature of the items given in the schedule specifications for the materials and technical specifications which are part of tender document. The executed works and material used for the work should be relevant as per IS code with latest revision. All finishing materials should be of highest standard considering importance of the use of the work. All materials need to be approved by the Architect/ Engineer in charge before installing.

#### 1.2 Detail Specification

**This specification is for understanding of the items only. Bidders are not required to fill in item rate for each items instead they need to submit a lumpsum figure in financial quote for the entire work.**

A	Site preparation		
Sl. No.	Description	Unit	Quantity
<b>A.1</b>	<b>Demolition</b>		
1	Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete	Sqm	178.6
<b>B</b>	<b>Anti-termite treatment</b>		
1	Supplying chemical emulsion in sealed containers including delivery as specified. Chlorpyrifos/ Lindane emulsifiable concentrate of 20%	Litre	50
2	Treatment of existing masonry using chemical emulsion @ one litre per hole at 300 mm interval including drilling holes at 45 degree and plugging them with cement mortar 1:2 (1 cement : 2 coarse sand) to the full depth of the hole : With Chlorpyrifos/Lindane E.C. 20% with 1% concentration	RM	38.0
3	Treatment at points of contact of wood work by chemical emulsion Chlorpyrifos/ Lindane (in oil or kerosene based solution) @ 0.5 litres per hole by drilling 6 mm dia holes at downward angle of 45 degree at 150 mm centre to centre and sealing the same.	RM	15.8
4	Treatment of soil under existing floors using chemical emulsion @ one litre per hole, 300 mm apart including drilling 12 mm diameter holes and plugging with cement mortar 1 :2 (1 cement : 2 Coarse sand) to match the existing floor: 2.35.3.1 With Chlorpyrifos/Lindane E.C. 20% with 1% concentration	Sqm	68.3
5	Diluting and injecting chemical emulsion for POST-CONSTRUCTIONAL anti-termite treatment (excluding the cost of chemical emulsion) : Along the external wall below concrete or masonry apron using chemical emulsion @ 2.25 litres per linear metre including drilling and plugging holes etc.: 2.35.2.1 With Chlorpyrifos/ Lindane E.C. 20% with 1% concentration	RM	28.2
<b>C</b>	<b>Finishes</b>		
1	Supply and installation of 25 mm wooden planking, tongued and grooved in flooring, including fixing with iron screws complete with Second class teak wood complete with levelling , polishing etc. as per the direction of the project in charge	Sqm	80.0



2	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	Sqm	8.4
3	Finishing walls with 100% Premium acrylic emulsion paint having VOC less than 50 gm/litre and UV resistance as per IS 15489:2004, Alkali & fungal resistance, dirt resistance exterior paint of required shade (Company Depot Tinted) with silicon additives. New work (Two or more coats applied @ 1.43 litre/ 10 sqm. Over and including priming coat of exterior primer applied @ 0.90 litre/10 sqm.	Sqm	102.5
4	Providing and fixing of metal false ceiling of approved make and design complete with all accessories, channel, screws etc.	Sqm	68.3
5	Providing and fixing 19mm thick both side balancing lamination factory pressed BWP grade marine ply as per IS 710 of approved brand boxes, shelves, racks, almirah, cupboard and drawer etc. including necessary nails,screws etc. complete as per direction of Engineer-incharge.	Sqm	5.0
6	Supply and installation of cement board panel of 12mm thickness complete with necessary fixing accessories including channel , screws etc	Sqm	8.4
<b>D</b>	<b>Door / Windows</b>		
1	Brass 100mm mortice latch and lock with 6 levers without pair of handles	Nos	2.0
2	Providing and fixing aluminium tower bolts, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868 ) transparent or dyed to required colour or shade, with necessary screws etc. complete :200x10 mm	Nos	4.0
3	Filling the gap in between aluminium frame & adjacent RCC/ Brick/ Stone work by providing weather silicon sealant over backer rod of approved quality as per architectural drawings and direction of Engineer-in-charge complete. Upto 5mm depth and 5 mm width	RM	33.2
<b>F</b>	<b>Misc.</b>		
1	Providing and applying fibre reinforced elastomeric liquid water proofing membrane with resilient acrylic polymers having Sun Reflectivity Index (SRI) of 105 on top of concrete roof in three coats @10.76 litre/ 10 sqm. One coat of self-priming of elastomeric waterproofing liquid (dilution with water in the ratio of 3:1) and two coats of undiluted elastomeric waterproofing liquid (dry film thickness of complete application/system not less than 500 microns). The operation shall be carried out after scrapping and properly cleaning the surface to remove loose particles with wire brushes, complete in all respect as per the direction of Engineer-in-Charge.	Sqm	3.9
2	Supply and installation of glass casing of 6 mm thickness clear toughened glass complete with glass adhesive , cutting finishing , fixing, screws, lock, hinges etc.	Sqm	13.5
3	Supply and installation of brass cupboard lock 6 levers of approved quality, 40 mm size	Nos	10.0
4	Brass hanging type door stopper 150 mm	Nos	2.0
5	Supply and installation of brass Door handle of approved design	Nos	1.0
6	Supply and Installation of 4 lever locking system complete with all accessories	Nos	1.0
7	Supply and installation of radium wayfinding tape	RM	1.0

8	Supply and installation of solid surface sheet finishing on showcases of approved make and shade	Sqm	17.0
9	Supply and installation of brass hollow tube sections in partitions and showcase frames complete with welding, screwing, with powder coating finish	Kg	25.0
10	Supply and installation of showcase made with 2mm thick SS 304 sheet complete with seamless welding, screwing, locking arrangement with matt finish	Kg	201.3
11	Supply and installation of brochure holder of approved design and make	LS	1.0

<b>Electrical</b>			
<b>SL. NO</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>
1	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed steel conduit, with piano type switch, phenolic laminated sheet, suitable size MS box and earthing the point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable etc. as required. Group C	point	24
2	Wiring for light/ power plug with 2X4 sq. mm FRLS PVC insulated copper conductor single core cable in surface/ recessed steel conduit along with 1 No. 4 sq. mm FRLS PVC insulated copper conductor single core cable for loop earthing as required.	Mt	30
3	Wiring for circuit/ sub main wiring along with earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed steel conduit as required. 2 X 1.5 sq. mm + 1 X 1.5 sq. mm earth wire	Mt	200
4	Supplying and fixing of following sizes of medium class PVC conduit along with accessories in surface/recess including cutting the wall and making good the same in case of recessed conduit as required.	Mt	50
5	Installation, Testing, Commissioning of wall bracket /ceiling fittings of all sizes and shapes containing upto two GLS/CFL/LED lamps per fitting, complete with all accessories including connections etc. as required.	Nos	46
6	Supply and installation of bracket type wall washer light of approved make and colour	Nos	1
7	Supplying and fixing suitable size GI box with modular plate and cover in front on surface or in recess, including providing and fixing 2 nos. 3 pin 5/6 A modular socket outlet and 2 nos. 5/6 A modular switch, connections etc. as required. (For light plugs to be used in non-residential buildings).	Nos	2
8	Supply and installation of ceiling fan of 900mm dia havells or equivalent make	Nos	2
9	Supply and installation of 18" dia exhaust fan of havells or equivalent make	Nos	4
10	Supply and installation of 3" dia exhaust fan of havells or equivalent make	Nos	3
11	Supply, installation testing and commissioning of ceiling mounted 3 watt LED spot light of Panasonic, Havells or equivalent make.	Nos	14
12	Supply, installation testing and commissioning of Surface mounted 1 watt LED Spot light of approved make and design.	Nos	12

13	Supply, installation testing and commissioning of ceiling mounted 6 watt LED track light of Panasonic, Havels or equivalent make.	Nos	32
14	Supply, installation testing and commissioning of ceiling mounted metal track for track lights of Panasonic, Havels or equivalent make.	RM	25
15	Supply and installation of UPS	Nos	1
16	Supply and Installation of Chemical earthing	Nos	1

Fire			
SL. NO	Description	Unit	Quantity
1	Supply and installation of standalone smoke detector	Nos	4
2	Supply and installation of 4.5 kg CO2 based fire extinguisher	Nos	2
3	Supply of Fire Balls	Nos	6
4	Emergency exit sign	Nos	2500
	<b>Total</b>		

Audio Visual			
SL. NO	Description	Unit	Quantity
<b>Sound system</b>			
1	4K Display: 32" 4K Interactive Display, Resolution 3840 x 2160p (4K), Toughened/Tempered glass with 10 touch sensor. Make :Sharp/Samsung/LG/BENQ complete with mid tower PC with I3 processor , 4 GB DDR4 ram and 500 GB hard disk	Nos	1.0
2	Speaker: Full-range speaker designed for sound reinforcement and foreground music; for both indoor and outdoor applications with frequency response of 52 Hz - 15 kHz; Continuous power: 240W @ 8 Ohms; Nominal dispersion of 120H X 100V; Sensitivity of 92 dB; Max SPL of 116 dB; 8 x Bose 4.5" (114 mm) full-range cone transducers; Powder coated steel grille. Make: Bose/L-Acoustic/MeyerSound	Nos	4.0

Misc.			
SL. NO	Description	Unit	Quantity
1	Travel expenses of project team assigned by the directorate on the project*	LS	1
2	Research / documentation/ interface development**	LS	1
3	Supply and installation of content print as per layout through CNC cut text , images and engraving on composite material	LS	1
4	Supply and installation of surface mounted signage as per design	LS	1
5	Transportation charges of finished furniture, artworks, collection etc.***	LS	1

\* maximum up to Rs 25,000

\*\* Maximum up to Rs 20,000

\*\*\*Maximum up to Rs 30,000

<b>Artwork</b>			
<b>SL. NO</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>
<b>Art Work</b>			
1	Installation of theme based Artwork as per approved material and content complete with preparation of artworks, transportation and installation etc	LS	1

**Form 9**  
Letter comprising the Financial BID

Dated:.....

The Director,  
Directorate of Museums, Assam  
Ambari, Guwahati -1

**Sub: Financial Proposal for Development heritage gallery at District Museum, Jorhat**

**Reference: Bid No.....**

Dear Sir,

With reference to your tender document dated 21/03/2023, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.

3. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the Bid Document, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.

4. I/ We acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

5. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the terms that has been mentioned herein the BID. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

6. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the BID Due Date specified in the Tender Document.

**7. I/ We hereby submit our BID and offer a BID Price Rs.....**  
**(Rs.....**  
**..... in words) for undertaking the aforesaid**  
Project in accordance with the Bidding Documents.

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)  
Name & seal of Bidder

Date: .....

Place:.....

Email id: .....

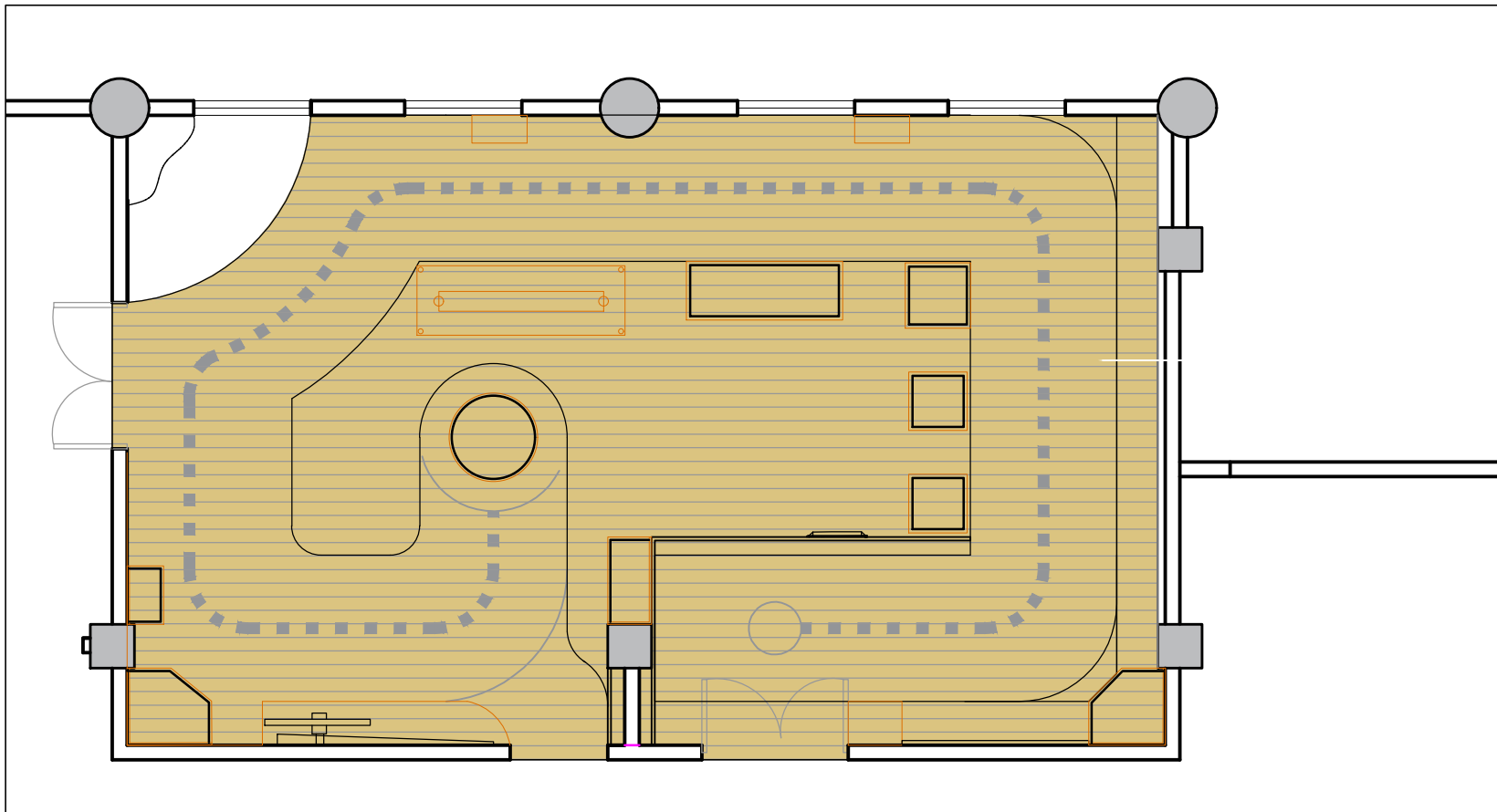
Phone No.....

**Annexure II**  
**Technical Drawings**

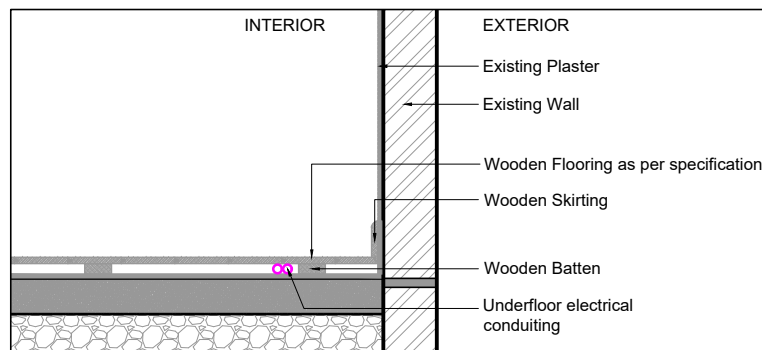








Flooring Plan

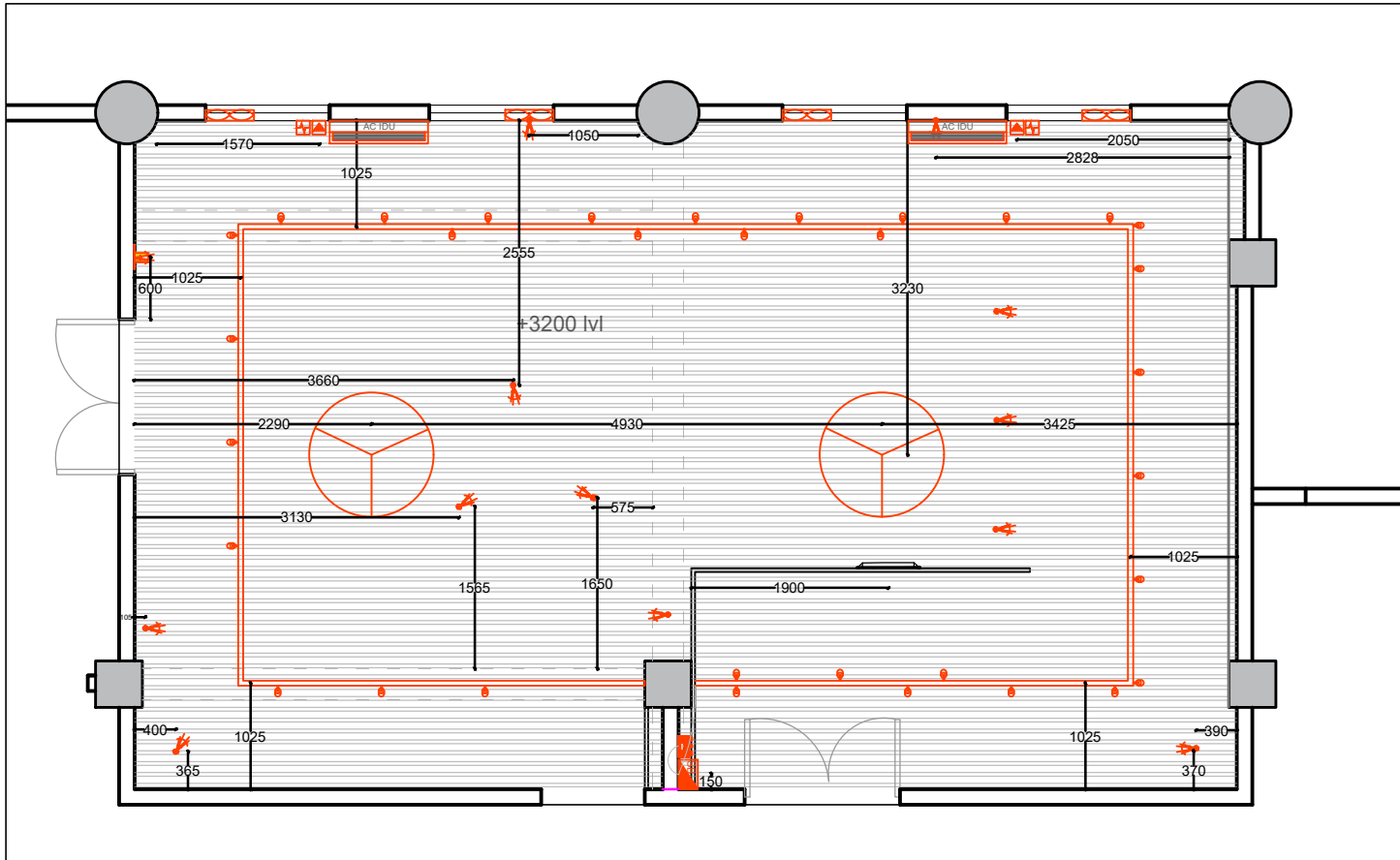


Typical Detail at Flooring

- GENERAL NOTES:
1. ALL DIMENSIONS TO BE READ AND NOT MEASURED.
  2. ALL DIMENSIONS INDICATED ARE IN MILLIMETER UNLESS MENTIONED OTHERWISE.
  3. ALL DIMENSIONS ARE TO BE CROSS CHECKED BY THE CONTRACTOR AT SITE AND ANY DISCREPANCY SHALL BE IMMEDIATELY BROUGHT IN ARCHITECT'S NOTICE BEFORE EXECUTING THE SPECIFIC TASK.
  4. STRUCTURAL MEMBERS ARE, SHOWN ONLY FOR REFERENCE PURPOSE. ANY DETAIL / SIZES OF ELEMENTS HAVE TO BE REFERRED IN STRUCTURAL DRAWINGS ONLY.
  5. ONCE THE REVISION DRAWING IS SUBMITTED FOR A PARTICULAR AREA THE EARLIER DRAWINGS OF THE SAME SHALL BE TRASHED IMMEDIATELY.
  6. ANY QUERIES WHATSOEVER MUST BE CLEARED, FROM THE ARCHITECT BEFORE EXECUTION OF ANY SCHEDULED TASK.

DRAWING NO.	DRAWING TITLE	
REFERENCE DRAWINGS:-		
KEY PLAN		
0	TENDER DRAWINGS	08.10.22
REV	DESCRIPTION	DATE
REVISIONS:-		

<b>CLIENT</b>	
<b>DIRECTORATE OF MUSEUMS, ASSAM</b>	
<b>PROJECT NAME</b>	
<b>Gallery Interior Development at District Museum, Jorhat</b>	
<b>STAGE</b>	
TENDER	
<b>DRAWING TITLE</b>	
Flooring Plan	
APPROVED:- DM	DESIGN BY:- AA
DRAWN BY:- AA	
SCALE:- 1:50 on A3	DATE:- 08.10.2022
DRAWING NUMBER:- DOM_INF_JT_INT_1006	REV 00



Reflected Ceiling Plan

- GENERAL NOTES:
1. ALL DIMENSIONS TO BE READ AND NOT MEASURED.
  2. ALL DIMENSIONS INDICATED ARE IN MILLIMETER UNLESS MENTIONED OTHERWISE.
  3. ALL DIMENSIONS ARE TO BE CROSS CHECKED BY THE CONTRACTOR AT SITE AND ANY DISCREPANCY SHALL BE IMMEDIATELY BROUGHT IN ARCHITECT'S NOTICE BEFORE EXECUTING THE SPECIFIC TASK.
  4. STRUCTURAL MEMBERS ARE, SHOWN ONLY FOR REFERENCE PURPOSE. ANY DETAIL / SIZES OF ELEMENTS HAVE TO BE REFERRED IN STRUCTURAL DRAWINGS ONLY.
  5. ONCE THE REVISION DRAWING IS SUBMITTED FOR A PARTICULAR AREA THE EARLIER DRAWINGS OF THE SAME SHALL BE TRASHED IMMEDIATELY.
  6. ANY QUERIES WHATSOEVER MUST BE CLEARED, FROM THE ARCHITECT BEFORE EXECUTION OF ANY SCHEDULED TASK.

DRAWING NO.	DRAWING TITLE	
REFERENCE DRAWINGS:-		
KEY PLAN		
0	TENDER DRAWINGS	08.10.22
REV	DESCRIPTION	DATE
REVISIONS:-		

**CLIENT**  
**DIRECTORATE OF MUSEUMS, ASSAM**

**PROJECT NAME**  
**Gallery Interior Development at District Museum, Jorhat**

**STAGE**  
**TENDER**

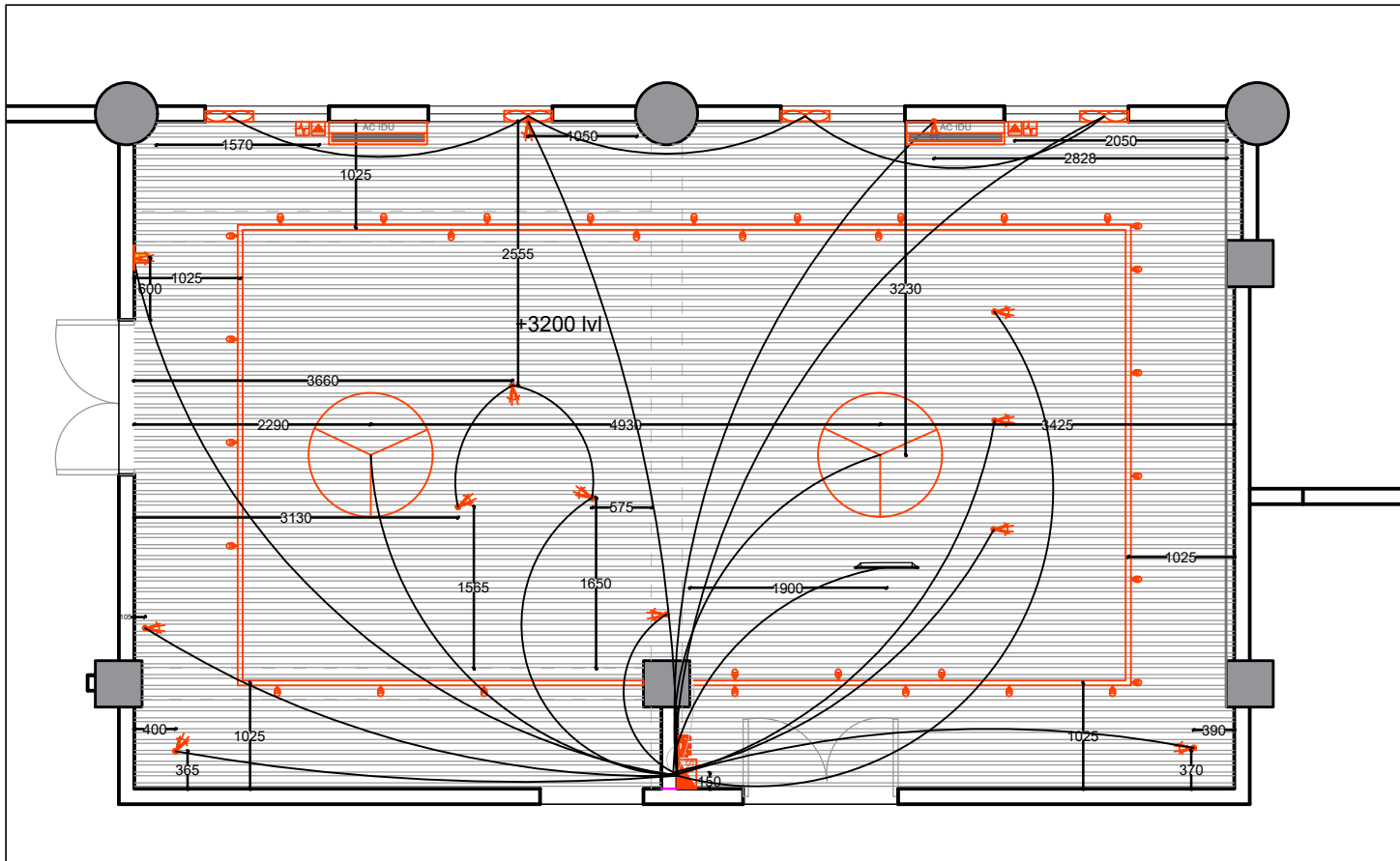
**DRAWING TITLE**  
 Reflected Ceiling Plan

APPROVED:- DM	DESIGN BY:- AA
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DRAWN BY:-  
AA

SCALE:- 1:50 on A3	DATE:- 08.10.2022
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DRAWING NUMBER:- DOM_INF_JT_INT_1005	REV 00
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Reflected Ceiling Plan

Legends

Symbol	Item
	Track light
	Ceiling fan
	Switch Board
	UPS
	Exhaust Fan
	Spot Light
	LED Micro Spot Light
	LED Wall Washer
	15 AMP power socket
	Power Stabilizer
	AC Indoor Unit

GENERAL NOTES:

1. ALL DIMENSIONS TO BE READ AND NOT MEASURED.
2. ALL DIMENSIONS INDICATED ARE IN MILLIMETER UNLESS MENTIONED OTHERWISE.
3. ALL DIMENSIONS ARE TO BE CROSS CHECKED BY THE CONTRACTOR AT SITE AND ANY DISCREPANCY SHALL BE IMMEDIATELY BROUGHT IN ARCHITECT'S NOTICE BEFORE EXECUTING THE SPECIFIC TASK.
4. STRUCTURAL MEMBERS ARE, SHOWN ONLY FOR REFERENCE PURPOSE. ANY DETAIL / SIZES OF ELEMENTS HAVE TO BE REFERRED IN STRUCTURAL DRAWINGS ONLY.
5. ONCE THE REVISION DRAWING IS SUBMITTED FOR A PARTICULAR AREA THE EARLIER DRAWINGS OF THE SAME SHALL BE TRASHED IMMEDIATELY.
6. ANY QUERIES WHATSOEVER MUST BE CLEARED, FROM THE ARCHITECT BEFORE EXECUTION OF ANY SCHEDULED TASK.

DRAWING NO.	DRAWING TITLE	
	REFERENCE DRAWINGS:-	
KEY PLAN		
0	TENDER DRAWINGS	08.10.22
REV	DESCRIPTION	DATE
REVISIONS:-		

CLIENT

**DIRECTORATE OF MUSEUMS, ASSAM**

**PROJECT NAME**  
**Gallery Interior**  
**Development at District**  
**Museum, Jorhat**

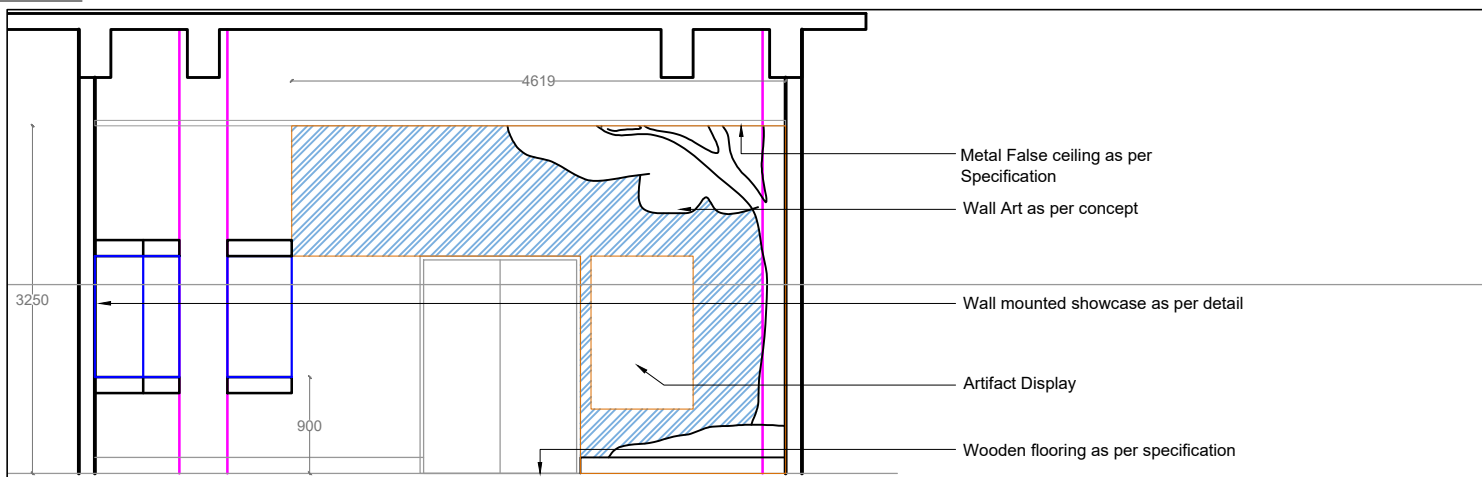
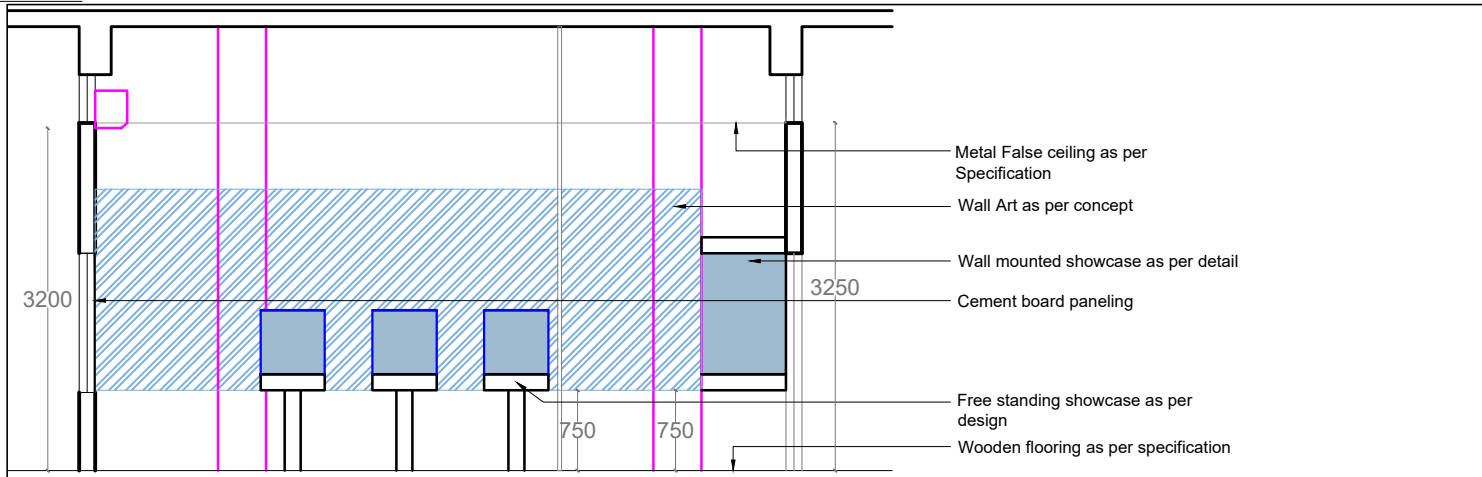
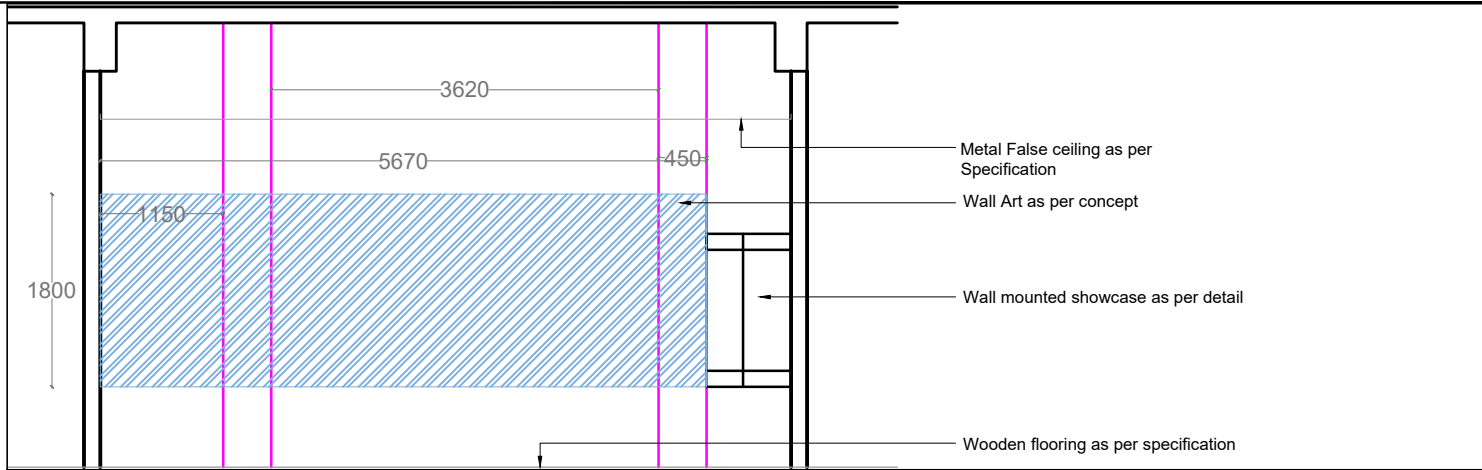
**STAGE**  
TENDER

**DRAWING TITLE**

Electrical Layout Plan

APPROVED:- DM	DESIGN BY:- AA
DRAWN BY:- AA	
SCALE:- 1:50 on A3	DATE:- 08.10.2022
DRAWING NUMBER:- DOM_INF_JT_INT_1007	REV 00

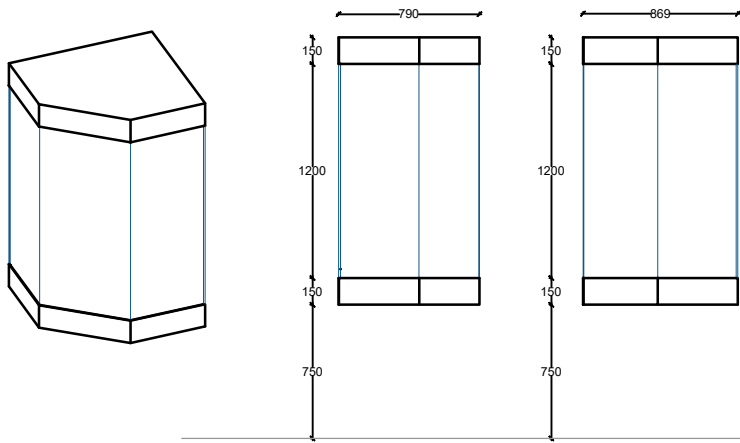




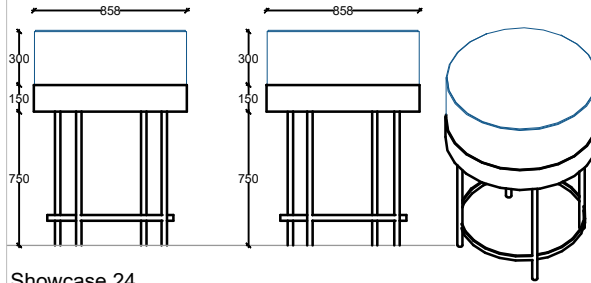
- GENERAL NOTES:
1. ALL DIMENSIONS TO BE READ AND NOT MEASURED.
  2. ALL DIMENSIONS INDICATED ARE IN MILLIMETER UNLESS MENTIONED OTHERWISE.
  3. ALL DIMENSIONS ARE TO BE CROSS CHECKED BY THE CONTRACTOR AT SITE AND ANY DISCREPANCY SHALL BE IMMEDIATELY BROUGHT IN ARCHITECT'S NOTICE BEFORE EXECUTING THE SPECIFIC TASK.
  4. STRUCTURAL MEMBERS ARE, SHOWN ONLY FOR REFERENCE PURPOSE. ANY DETAIL / SIZES OF ELEMENTS HAVE TO BE REFERRED IN STRUCTURAL DRAWINGS ONLY.
  5. ONCE THE REVISION DRAWING IS SUBMITTED FOR A PARTICULAR AREA THE EARLIER DRAWINGS OF THE SAME SHALL BE TRASHED IMMEDIATELY.
  6. ANY QUERIES WHATSOEVER MUST BE CLEARED, FROM THE ARCHITECT BEFORE EXECUTION OF ANY SCHEDULED TASK.

DRAWING NO.	DRAWING TITLE	
KEY PLAN	REFERENCE DRAWINGS:-	
0	TENDER DRAWINGS	08.10.22
REV	DESCRIPTION	DATE
REVISIONS:-		

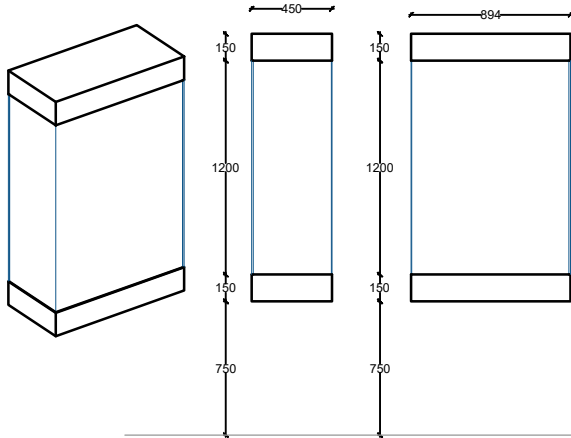
<b>CLIENT</b>	
<b>DIRECTORATE OF MUSEUMS, ASSAM</b>	
<b>PROJECT NAME</b> Gallery Interior Development at District Museum, Jorhat	
<b>STAGE</b> TENDER	
<b>DRAWING TITLE</b> Internal Elevation (2/2)	
APPROVED:- DM	DESIGN BY:- AA
DRAWN BY:- AA	
SCALE:- 1:50 on A3	DATE:- 08.10.2022
DRAWING NUMBER:- DOM_INF_JT_INT_1004	REV 00



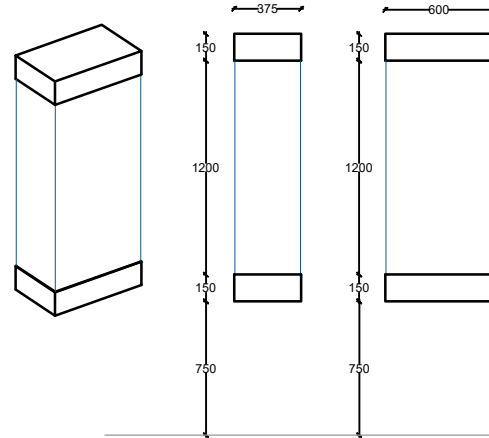
Showcase 10,21



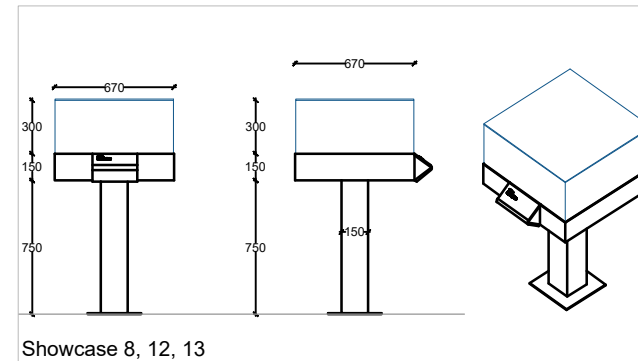
Showcase 24



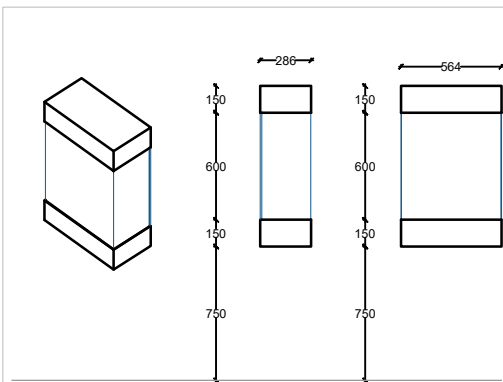
Showcase 23



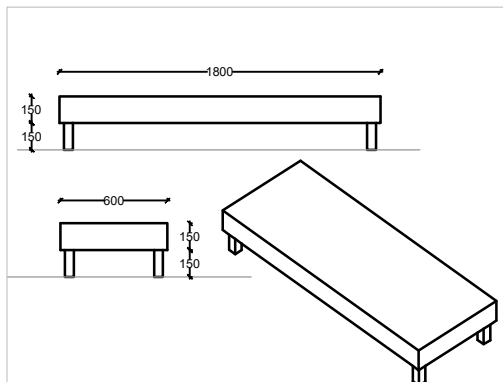
Showcase 20



Showcase 8, 12, 13



Showcase 14 , 25



Showcase 15

- GENERAL NOTES:
1. ALL DIMENSIONS TO BE READ AND NOT MEASURED.
  2. ALL DIMENSIONS INDICATED ARE IN MILLIMETER UNLESS MENTIONED OTHERWISE.
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  6. ANY QUERIES WHATSOEVER MUST BE CLEARED, FROM THE ARCHITECT BEFORE EXECUTION OF ANY SCHEDULED TASK.

DRAWING NO.	DRAWING TITLE	
REFERENCE DRAWINGS:-		
KEY PLAN		
0	TENDER DRAWINGS	08.10.22
REV	DESCRIPTION	DATE
REVISIONS:-		

<b>CLIENT</b>	
<b>DIRECTORATE OF MUSEUMS, ASSAM</b>	
<b>PROJECT NAME</b>	
<b>Gallery Interior Development at District Museum, Jorhat</b>	
<b>STAGE</b>	
<b>TENDER</b>	
<b>DRAWING TITLE</b>	
<b>Showcase Detail</b>	
APPROVED:- DM	DESIGN BY:- AA
DRAWN BY:- AA	
SCALE:- 1:50 on A3	DATE:- 08.10.2022
DRAWING NUMBER:- DOM_INF_JT_INT_1008	REV 00