

**NATIONAL HANDLOOM DEVELOPMENT CORPORATION**  
**(Government of India undertaking Ministry Of Textiles)**

**INVITATION FOR EXPRESSION OF INTEREST-CUM- REQUEST FOR PROPOSAL**

**Engagement of Agency for Master Planning, Fabrication, System Integration, Preservation, Operation and Maintenance of Crafts Museum at Varanasi, Uttar Pradesh**

National Handloom Development Corporation on behalf of office of The Development Commissioner (Handlooms), Ministry of Textiles, Govt. of India, Udyog Bhawan, New Delhi invites sealed applications for EXPRESSION OF INTEREST-CUM-REQUEST FOR PROPOSAL (EOI-CUM-RFP) from agencies having relevant experience in Planning, Designing, Fabrication, System Integration, Preservation and Maintenance & having expertise in lay-out of Galleries, Exhibition Trades, Cultural Activities, Conventional Centres and Display of Museums. In this regard, the agency has to Conceptualize, Plan, Design, Exhibit and Operate the Museum, Galleries and Exhibitions of proposed Craft Museum at Varanasi, Uttar Pradesh.

**The work would, inter-alia, include conceptualizing, setting up and operation of the crafts museum which will enshrine the traditional handicraft, hand woven and carpets, theme of display for proposed Museum, research, selection of exhibits, planning of display-area, lay-out of galleries, design of pedestals and show-cases, light design for galleries & outdoor, cultural shows, display of exhibits and artifacts, installation of public information system & signage, audio-visual/multi-media inputs, film preparation etc and operate the museum along with its preservation and maintenance for a period of minimum 3 years from the day of starting operation and shall be revised later based on mutual agreed terms.**

**1. PRE QUALIFICATION CRITERIA:**

The agency or the lead member of the consortium shall have met the following requirements

- 1.1 The agency or the lead member of the consortium should be in existence for the last three years from the proposal due date.
- 1.2 The agency or the lead member of the consortium should have total turnover of (10) ten crores of the last three financial years (2013-14 to 2015-16) in which minimum turnover of INR 2 crores shall be in 2015-16 from the proposal due date from Planning Museum, Designing of Museum/ Organizing Museum/ work of similar nature related to Art Gallery/ Trade and Exhibition Building/ Convention Centre/ Tourist Information Centre/ Cultural Centre.
- 1.3 The agency or the lead member of the consortium should have managed for at least 1 (One) Museum / Art Gallery / Exhibition Centre / Trade Fair/ Convention Centre/ Cultural Centre/ Tourist Information Centre/ Work of similar nature related to designing Museum / Art Gallery/ Trade and Exhibition Building, Organizing Museum, Planning Museum display and Exhibition design in the last 5 (five) years preceding the Proposal Due Date (PDD)

**2. EXPRESSION OF INTEREST-CUM-RFP DOCUMENT**

All interested and eligible Government/Non- Government Museum Planning & Design Consultants/ Agencies/ Curators/ Architects/ Exhibition Designer can download the

**3. PRE-BID CONFERENCE :**

Interested firms/ agencies can participate in a pre-bid conference on 02.08.2016 at 11:00 A.M in the Office of Development Commissioner (Handlooms), Ministry of Textiles, Udyog Bhawan, New Delhi.

**4. NATURE OF SERVICE :**

Besides conceptualizing and designing museum, comprehensive interior planning, setting up & operationalization of the museum.

**5. BID SUBMISSION :**

5.1 The agencies are invited to submit their **Bid Proposals** split in the form of '**Technical Proposal**' and '**Financial Proposal**', in two separate sealed covers for this consultancy services and Pre-Qualification document and technical proposal shall be sealed in one cover. The agency shall submit only one proposal. The proposal will be the basis and ultimate sole ground for a signed contract with the selected Agency. The evaluation of Technical Proposal will be based on the concept presentation by the Agency and the Technical proposal submitted.

5.2 The **Bid Proposal** duly completed in all respects shall be received up to 15:00 hrs till 17.08.2016 in the Office of Development Commissioner (Handlooms), Ministry of Textiles, Udyog Bhawan, New Delhi.

5.3 The proposals duly sealed can also be sent through Registered post/Speed post/Courier so as to reach in the same office as mentioned above not later than the time and date of submission of the proposal.

5.4 Proposals received after the stipulated date and time are liable to be rejected and returned unopened to the respective party.

5.5 Proposals shall be treated as non-responsive and are liable to be summarily rejected if the requested parties does not submit all supporting documents or does not furnish the relevant details as per the prescribed format/requirements. The parties may take a note of this.

5.6 The technical proposals shall be opened at 15:30 hrs on 17.08.2016 in the Office of Development Commissioner (Handlooms), Ministry of Textiles, Udyog Bhawan, New Delhi in the presence of the agencies/ their authorized representatives who wish to attend.

5.7 The concept presentation of the technical proposals, before the Authority will be held on 24.08.2016 in Ministry of Textiles, Udyog Bhawan, New Delhi.

5.8 The financial proposals of those agencies who have been declared successful after opening and evaluation of the technical proposals by the Authority shall be intimated on a later date.

- 5.9 The validity of the offer shall be Ninety (90) days from opening of the technical proposals.
- 5.10 The transfer of the Request for Proposal is not admissible.
- 5.11. Authority reserves the right to reject any or all prospective proposals without assigning any reason and to restrict the list of agencies to any number deemed suitable by it, if too many proposals are received satisfying the basic qualification criteria.
- 5.12. Authorities do not bind itself to accept the lowest proposal and to give any reason for the decision taken.

For further information please contact:

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**National Handloom Development Corporation**

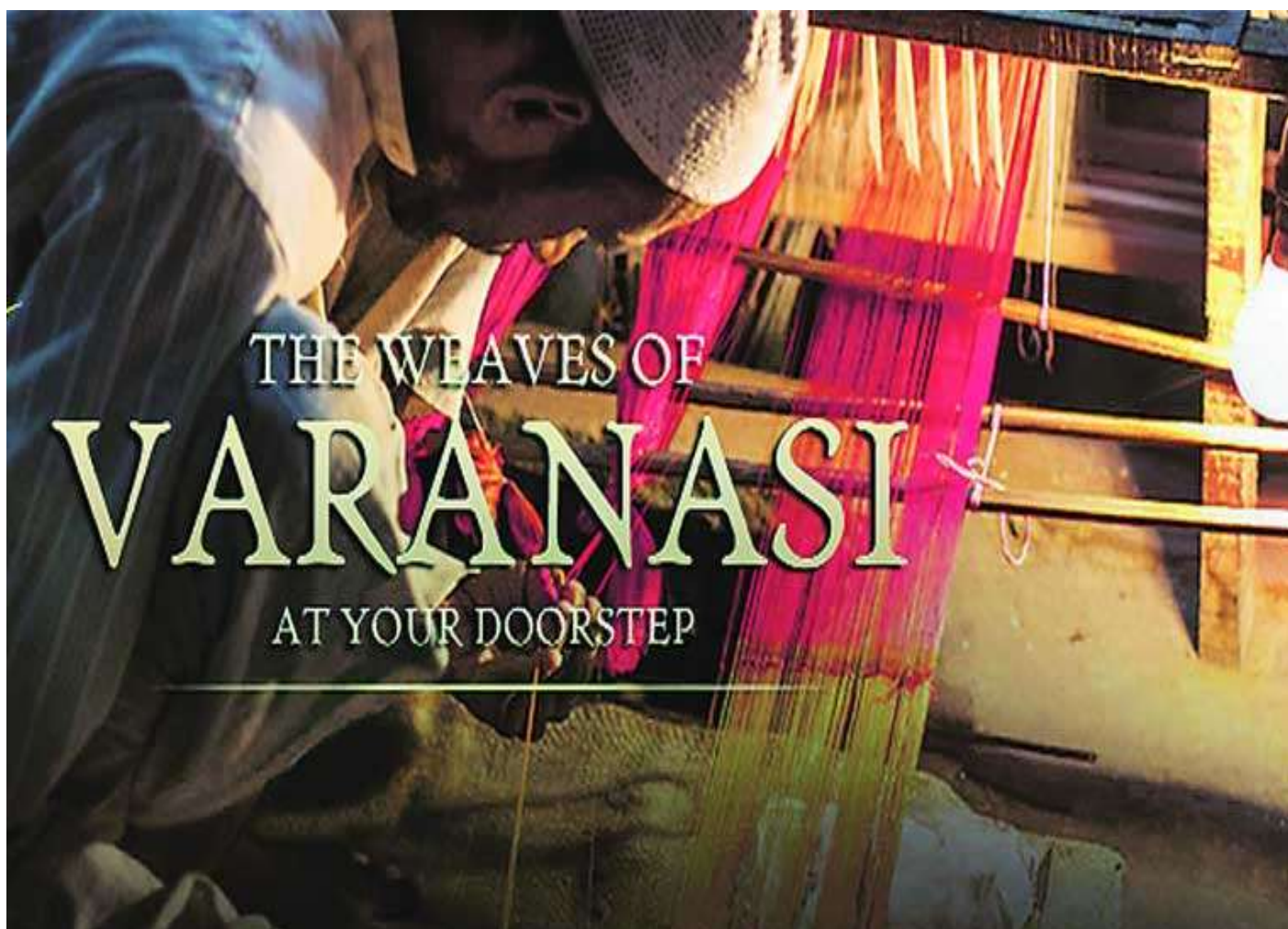
Wegmans Business Park, Tower 1, Sector Knowledge Park -3,

Greater Noida-201306

Uttar Pradesh

EXPRESSION OF INTEREST-CUM- REQUEST FOR PROPOSAL

**Engagement of Agency for  
Master Planning, Fabrication, System Integration and Preservation,  
Operation and Maintenance of Crafts Museum at Varanasi, Uttar Pradesh**



**National Handloom Development Corporation  
Wegmans Business Park, Tower 1, Sector Knowledge Park -3,  
Greater Noida – 201306  
Uttar Pradesh  
Website:[www.handlooms.nic.in/](http://www.handlooms.nic.in/)**

## **DISCLAIMER**

The information contained in this Request for Proposal document (“**RFP**”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Ministry of Textiles or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the agency. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

## **GLOSSARY**

<b>Agreement</b>	-	As defined in <b>Clause 1.1.1(b)</b> of Schedule II
<b>Applicant</b>	-	As defined in <b>Clause 2.1.1</b>
<b>Conditions of Eligibility</b>	-	As defined in <b>Clause 2.2</b>
<b>Conflict of Interest</b>	-	As defined in <b>Clause 2.8</b>
<b>CV</b>	-	Curriculum Vitae
<b>Eligibility of Applicants</b>	-	As defined in <b>Clause 2.2</b>
<b>Expatriate Personnel</b>	-	As defined in <b>Clause 1.1.1(h)</b> of Schedule II
<b>Form of Agreement</b>	-	Form of Agreement as in <b>Schedule II</b>
<b>Financial Proposal</b>	-	As defined in <b>Clause 2.9</b>
<b>INR, Re, Rs</b>	-	Indian Rupee
<b>NHDC</b>	-	National Handloom Development Corporation
<b>Inception Report</b>	-	As defined in <b>Clause 2.1</b> of Schedule I
<b>Key Personnel</b>	-	As defined in <b>Clause 2.4</b>
<b>LOA</b>	-	Letter of Award
<b>Schedule of Selection Process</b>	-	As defined in <b>Clause 1.8</b>
<b>Personnel</b>	-	As defined in <b>Clause 1.1.1(l)</b> of Schedule II
<b>Proposal</b>	-	As defined in <b>Clause 1.3</b>
<b>Proposal Due Date or PDD</b>	-	As defined in <b>Clause 1.8</b>
<b>RFP</b>	-	As defined in Disclaimer
<b>Services</b>	-	As defined in <b>Clause 1.1.1(o)</b> of Schedule II
<b>Selection Process</b>	-	As defined in <b>Clause 1.7</b>
<b>Fraud and Corrupt Practce</b>	-	As defined in <b>Clause 4</b>
<b>Statutory Auditor</b>	-	An Auditor appointed under Applicable Laws
<b>TOR</b>	-	Terms of Reference as in <b>Schedule – I</b>
<b>US\$</b>	-	United States Dollar

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# **1 REQUEST FOR PROPOSAL**

## 1.1 INTRODUCTION

Varanasi region has been an important centre of Culture and Art. Banarasi Silk sarees produced in this region are internationally recognised and are an integral part of the Indian sartorial landscape. Historically, traders from China and the far-east were involved in trading in silk in this region, on the Silk Route with Mirzapur lies South of Varanasi in the Vindhayan tract, located on the bank of River Ganga, about half way between Allahabad and Varanasi. Varanasi is well connected to all major cities by road, air and rail. Mirzapur is 200 Kms from Varanasi by Road. Bhadohi is accessible by road from Varanasi.

Products of Varanasi region like Hand-woven, Handicraft and Carpets have got wide recognition all over the country and abroad for their highly artistic design, colour combination, superior craftsmanship and long durability. Banaras Silks, Handloom and Crafts are world famous and supports livelihood of 37,000 handloom & 95,000 weavers. For further promoting and showcasing the crafts of Varanasi region mainly including hand-woven, handicraft and carpets of Varanasi and to provide necessary help to weavers, artisans and entrepreneurs of the Varanasi region in showcasing their activities and products to domestic as well as international visitors and carry forward the rich tradition of handlooms at Varanasi, Hon'ble Prime Minister of India laid foundation stone of **The Trade Facilitation Centre and Craft Museum** on November 7, 2014 at **Bada Lalpur, Varanasi**.

### Woven Products

Banarasi sarees are among the finest sarees in India and are known for their gold and silver brocade or zari, fine silk and opulent embroidery. The sarees are made of finely woven silk and are decorated with intricate design. Banarasi sarees are mostly worn by Indian women on important occasions such as when attending a wedding and are expected to be complemented by the woman's best jewellery. There are four main varieties of Banarasi saree, which includes pure silk (Katan), Organza (Kora) with Zari and silk; Georgette, and Shattir, and according to design process, they are divided into categories like, Jangla, Tanchoi, Vaskat, Cutwork, Tissue and Butidar.

As per the recently secured **GI certificate**, Banarasi products fall under four classes (23–26), namely silk brocades, textile goods, silk saree, dress material and silk embroidery. Most importantly this means that no saree or brocade made outside the six identified districts of Uttar Pradesh, that is Varanasi, Mirzapur, Chandauli, Bhadohi, Jaunpur and Azamgarh districts, can be legally sold under the name of Banaras saree and brocade. GI is an intellectual property right, which identifies a good as originating in a certain region where a given quality, reputation or other characteristic of the product is essentially attributable to its geographical origin.

## Handicraft Products

For centuries, Varanasi is known for various handicraft items like copperware, wooden crafts, Zardozi, brassware, glass bangles clay toys etc. Varanasi has, since times immemorial, been hailed as a premier centre for some of the finest handicrafts.

- **Wood and lac Turnery:** Kharadis or lathe workers in Varanasi made brightly lac-coated vermilion containers, teeters and toys in wood. Varanasi's hallmark is the *Sindora*, vermilion boxes. The craft originated and was introduced 400 years ago from Udaipur in Rajasthan by the then ruler of Kashi.
- **Repousse:** These include brass and copper repousse work, executed mainly on wall plaques, trays, table-tops and planters. Varanasi repousse is characterized by *partzi naqqashi* where areas between the repose are filled in with decorative engraving.
- **Wood Carving:** Unique to Varanasi are wooden gods and goddesses carved and painted in amazing detail, from a single piece of wood, also include half-inch birds and animals sets and toys. Painting on tiniest of toys is done to last detail and they retain a folk flavour.
- **Meenakari – Enamel work:** Characterized by pink brush strokes, the art was learnt from Persian craftsmen who visited the court of Avadh at Lucknow in the 17<sup>th</sup> century. Hollow silver forms are filled in with lac to give them weight. For enamelling, the meena enamel is finely ground and mixed with water.
- **Zardozi – Gold embroidery:** Zardozi is heavy and ornate embroidery in which gold purls or coils, beads and spangles are couched onto fabric with a needle and thread. The zardozi badges are commissioned by the Army, Navy and institutes including the European Catholic clergy who commission work on ceremonial robes.

## Carpets and Dhurries:

High quality hand knotted carpets nearly 200 knots per square inch are made in Bhadohi and Mirzapur which have the largest production in the country. Wool and Silk are knotted on a cotton foundation and both Persian and Tibetan knots are used. The weaving industry comprises dyers, designers and weavers. Knotting is done on a vertical loom. Sometimes a carpet is knotted by four people. The piles are roughly clipped during the weaving and then carefully after. The weavers live in the villages surrounding the town and are mostly farmers who weave carpets between seasons.

**Dhurrie** weaving is essentially a domestic craft that has found an international market for the pattern flat weave structure woven in Mirzapur. In Agra, striped and panja durries with prayer niches were woven by women in the backyard of their homes.

Artisanal population:

Sl. No.	Name of District	Total number of artisans
1.	Varanasi	59,551
2.	Bhadohi	37,891
3.	Mirzapur	33,337

Total Craft Cluster in operation - 24 Craft Clusters

Source: Ministry of Textiles, Govt. of India

## 1.2 PROJECT OVERVIEW

Crafts Museum is a part of the larger campus spread in an area of 7.93 Acres where The Trade Facilitation Centre (TFC) and Crafts Museum are being setup, with sub-components including office building (G+3), food court (G+3), auditorium (G+2), shops (G+1), and museum (G+2) and with a total constructed area of approx. 43,450 sq m. The construction of Museum part of Trade Facilitation Centre is expected to be completed by December 2016.



**Museum Area:**

A visit to the complex will be an integrated experience that will have many interpretive and entertainment options for visitors – from outdoor, seasonal events to interactive exhibits to children experiences. There will be many reasons to return! The Museum and the exhibition gallery experience will be an important part of this exciting new experience.

Following the strategy to create a story-driven and engaging experience for participants, the museum and the exhibition gallery includes provision for display of textiles and handicrafts, as well environmental displays for collections. The theatre (AV Hall) will be a state-of-the-art, custom experience involving numerous monitors, projectors, and sophisticated controls. The team selected to work with the Museum to realize the design must show demonstrated ability to realize Handloom, Textile and the Handicraft industry.



	SIZE (sqft)	AREA (sqft)	NO'S
GALLERY 1	42'-9" X 86'-6"	3700	1
GALLERY 2	42'-9" X 86'-6"	3700	1

MUSEUM COMPLEX



	SIZE (sqft)	AREA (sqft)	NO'S		SIZE (sqft)	AREA (sqft)	NO'S
GALLERY 1	42'-9" X 86'-6"	3700	1	ARTISAN WORKSHOP	42'-9" X 86'-6"	3700	1
GALLERY 2	42'-9" X 86'-6"	3700	1	A.V. ROOM	38'-9" X 46'-9"	1810	1
				CURATOR'S OFFICE	38'-9" X 37'-6"	1450	1

*\*Usage space is only indicative and can be modified suitably by the agency while preparing the concept for the Museum.*

## **Authority**

National Handloom Development Corporation (“**The Authority**”) collectively called as NHDC is the Implementing Agency for Trade Facilitation Centre and Crafts Museum appointed by Ministry of Textiles, Udyog Bhawan, New Delhi (India). It was set up in February 1983 as a public sector undertaking by the Government of India under the companies Act 1956 in pursuance of the imperative need for a National Level Agency to assist the speedy development of handloom sector by coordinating all action covering the procurement and supply of inputs at reasonable prices augmenting the marketing efforts to State upgrading the technology in the Handloom sector and improving productivity.

### **1.3 REQUEST FOR PROPOSAL**

In pursuance to the objective stated above, Authority has decided to appoint Agency to furnish comprehensive services for Master Planning, interior designing of museum, galleries, displays of museum, Fabrication, System Integration and Preservation, Operation and Maintenance of Crafts Museum at Varanasi, Uttar Pradesh

Authority intends to select the agency through a competitive bidding process in accordance with the procedure set out herein.

### **1.4 DUE DILIGENCE BY APPLICANTS**

The Agencies are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to Crafts Museum and the city, sending written queries to Authority, and attending a Pre-Bid Conference on 02.08.2016 at 1100 hours.

### **1.5 AVAILABILITY OF RFP DOCUMENT**

The EoI-cum-RFP documents can be downloaded from [www.handlooms.nic.in](http://www.handlooms.nic.in) from 17.07.2016 onwards till 16.08.2016. The Bidder has to pay a non-refundable RFP documents cost of INR 500/- in the form of Demand Draft in favour of National Handloom Development Corporation Ltd, payable at Lucknow.

### **1.6 VALIDITY OF THE PROPOSAL**

The Proposal shall be valid for a period of not less than 90 days (Ninety days) from the Proposal Due Date (the “PDD”).

## 1.7 BRIEF DESCRIPTION OF THE SELECTION PROCESS

Authority intends to follow a single-stage two cover selection process (collectively the “Selection Process”) in evaluating the Proposals. The Bidders shall submit their Bid Proposal split in the form of ‘Technical Proposal’ and ‘Financial Proposal’, in two separate sealed covers for this consultancy services. First ‘Technical Proposal’ of pre-qualified bidders will be opened and those Bidders, who will meet the qualifying criteria and other RFP requirements would be prepared based on criteria as specified in **Clause 3.1**. In second stage, only short-listed agencies will be opened for evaluation, and would be called to make Concept presentation before the CEC (Consultancy Evaluation Committee). The evaluation based on Technical Proposal and Concept Presentation will be carried out as per the process as specified in **Clause 3.2**. In the second stage, a financial proposal of those agencies who achieve minimum passing marks would be opened as specified in **Clause 3.3**. Financial evaluation will be carried out as specified in **Clause 3.4**. Proposal will finally be selected as specified in **Clause 3.5**.

## 1.8 SCHEDULE OF SELECTION PROCESS

Authority would endeavour to adhere to the following schedule:

S. No.	Event Description	Tentative Date
1.	Pre-Bid Conference	02.08.2016 at 1100 hours
2.	NHDC response to queries	06.08.2016
3.	Sale of Bid Document	17.07.2016 to 16.08.2016.
4.	Proposal Due Date	17.08.2016 before 1500 hrs
4.	Opening of Proposal	17.08.2016 before 1530 hrs
5.	Concept Presentation by Shortlisted Agencies	24 Aug, 2016
6.	Opening of Financial Proposal	Date to be notified Later
7.	Letter of Award (LOA)	To be notified Later
8.	Signing of Agreement	Within 7 days of LOA
9.	Validity of offer for LOA	Up to 90 days of Proposal Due Date

## 1.9 PRE-BID CONFERENCE

The date, time and venue of Pre-Bid Conference shall be:

Date: **2<sup>nd</sup> August, 2016**

Time: **1100 hours**

Venue: **The Office of Development Commissioner (Handlooms)  
Ministry of Textiles, Udyog Bhawan, New Delhi.**

## **1.10 PRE-BID VISIT**

Prospective applicants may visit the office of the Authority to review the available documents and data at any time prior to PDD. The contact person (nodal officer) for this purpose shall be:-

Shri. Anil Raj Kumar,  
Additional Development Commissioner for Handlooms Ministry of Textiles  
Room No - 57 Udyog Bhawan, New Delhi – 110 011  
Email: kumarar@gov.in  
Telephone: 011-23062402

All communications including the submission of Proposal should be addressed to the nodal officer mentioned in section 1.10

All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:-

**“PROPOSAL FOR MASTER PLANNING, FABRICATION, SYSTEM INTEGRATION  
AND PRESERVATION AND MAINTENANCE OF CRAFTS MUSEUM AT  
VARANASI, UTTAR PRADESH”**

## **1.11 PROJECT STATUS**

Presently the development of the craft museum is in the construction stage and will be completed in December 2016 - January 2017 and the handover will go in parallel with the construction work. The agency has to make sure that the craft museum should be completed and fully operational by 31<sup>st</sup> Jan 2017 in any case.

The agency will be provided with basic building structure along with basic infrastructure services such as Air Conditioning, Electrical Network, Water Supply, Sewerage Network, Parking, DG Sets etc.



## **2 INSTRUCTIONS TO APPLICANTS**

## **2 GENERAL – CONDITIONS OF BIDDING**

### **2.1 APPLICANT AND CONTRACT**

**2.1.1** Detailed description of the Project Objective, scope of services, deliverables and other requirements related with this Consultancy are specified in this Request for Proposal (RFP).

**2.1.2** Applicants are advised that the selection of agency shall be based on an evaluation by Authority through the Selection Process specified in this RFP. Applicants will be deemed to have understood and agreed that no explanation or justification of any aspect of the Selection Process will be given and that Authority decisions are without any right of appeal whatsoever.

### **2.2 CONDITIONS OF ELIGIBILITY OF APPLICANTS**

**2.2.1** Applicants must read carefully the minimum conditions of eligibility (“Pre-Qualification Criteria”) provided herein. Proposals of only those agencies who satisfy the Pre-Qualification Criteria will be considered for evaluation. To be eligible for evaluation of its Proposal, the agency shall fulfil all the requirements set out in this RFP.

**2.2.2 In case of the consortium, the applicant firm cannot have more than one consortium partner in the team.**

- In case of the consortium, the applicant firm has to sign a Memorandum of Understanding between the consortium firms for the aforesaid project.
- In case of the consortium, the applicant firm has to attach a letter of intent or a letter of association from the authorized representative of the consortium partner.
- In case of the consortium, a power of attorney for the authorized representative of each consortium partner, and a power of attorney for the representative of the lead member to represent all consortium partners

### **2.3 PRE QUALIFICATION CRITERIA:**

The agency or the lead member of the consortium shall have met the following requirements

**2.3.1** The agency or the lead member of the consortium should be in existence for the last (3) three years from the proposal due date.

**2.3.2** The agency or the lead member of the consortium should have a total turnover of (10) ten crores in the last three financial years (2013-14 to 2015-16) in which minimum turnover of INR 2 Crores shall be 2015-16 from the proposal due date from Planning Museum, Designing of Museum/ Organizing Museum/ work of similar nature related to Art Gallery/ Trade and Exhibition Building/ Convention Centre/ Tourist Information Centre/ Cultural Center.

**2.3.3** The agencies or the lead member of the consortium should have executed at least 1 (One) Museum / Art Gallery / Exhibition Centre / Trade Fair/ Convention Center/ Cultural Center/ Tourist Information Centre/ Work of similar nature related to designing Museum / Art Gallery/ Trade and Exhibition Building, Organizing Museum, Planning Museum display and Exhibition design in the last 5 (five) years preceding the Proposal Due Date (PDD).

**2.4 TECHNICAL CAPACITY**

The Authority will carry out the evaluation of technical proposal on the basis of their responsiveness to the Terms of Reference, applying the technical evaluation criteria based on the Summary Evaluation Sheet below.

Each responsive proposal will be given a technical score. A proposal to be considered unsuitable shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Summary Evaluation Sheet below.

<b>Summary Evaluation Sheet</b>		
<b>Sr No</b>	<b>Criteria</b>	<b>Marks</b>
1.	Work Experience	20
2.	Composition of the team	40
3.	Concept of the Museum	40
	<b>Total</b>	<b>100</b>
	Minimum Technical Score	70

The breakup of marks of each of the aforesaid criteria's shall be as elaborated below:

<b>Evaluation of the Work Experience</b>		
<b>Sr No</b>	<b>Criteria</b>	<b>Marks</b>
1.	Experience in setting up and managing museums/ exhibitions/ art galleries/ fairs/ convention centres/ display of antiquities, artifacts and art objects.	20
	<b>Total</b>	<b>20</b>

<b>Evaluation of the Team Composition</b>		
<b>Sr No</b>	<b>Criteria</b>	<b>Marks</b>
1	Team Leader	15
2	Curator	15
3	Interior Designer -cum- Exhibition Designer	10
	<b>Total</b>	<b>40</b>

Each of the Key Professionals must fulfil the Conditions of Eligibility as specified below:

- It should be noted that the all the key Professionals listed below proposed by the agency in the proposal shall not leave before the opening of the museum for the public and stabilisation and can be changed on compelling reason only with the prior consent from the authority to appoint the other key staff on the same qualification and experience.
- Additional local qualified staff can also be deputed in the team from starting itself for the smooth transition to operation phase.

Sr No	Key Professional	Minimum Educational Qualification	Minimum Length of Professional Experience (years)	Minimum Nature of Experience
1.	Team Leader/ Creative Director	A) Master Degree in Exhibition Design	10 years	<p>The expert engaged as the team leader shall be responsible for supervising and execution of entire work including investigations, planning, designing, estimations, operations and execution of the project. He/she shall be responsible to design, execute and operation of the completed Project both from design and aesthetics considerations. Knowledge of project management shall be an added advantage.</p> <p>Experience in exhibition design of museum/art galleries would be essential.</p> <p>International Experience would be preferable</p>
2.	Curator	M.A in Indian History/ Art History/ Museology	5 years' experience in reputed Museum which includes Exhibition Designing and galleries	<p>The museum expert shall be responsible for the documentation, accessioning of the objects and give specialized inputs for designing the galleries.</p> <p>Setting up of International Exhibitions/ Art Galleries. Adequate experience in research and Curatorial would be essential</p>
3	Interior Designer -cum- Exhibition Designer	<p>A) Architect/ Planner/ Engineer/ interior designer, or equivalent degree</p> <p>B) Preferably Bachelor Degree in Exhibition Design</p>	5 years	<p>The interior designer will support the Creative Director and curator as well as prepare the interior plan for the museum. Later he will support the team leader / Creative Director in quantity surveying in selection of materials etc.</p> <p>He/she should have experience of Interior/ exhibition design of a state museum or art gallery.</p>

4	IT/Multi-Media Expert	B.Sc./Bachelor's degree in Multi-media/Software design & animation / IT	5 years of experience in multi-media/software design/animation and other relevant experiences	The multi-media designer/expert will support the Creative Director as well as prepare the software design/ IT related design/, such as-animation, virtual tour, touch-screen, signage, information-kiosk and other relevant design as per theme of the museum.  He/she should have experience of IT/multi-media design of a state museum or art gallery.
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## 2.5 CONCEPT OF THE ASSIGNMENT:

**2.5.1 Project Understanding:** General understanding of the project requirements; coverage of principal components as requested in TOR and Site Visit assessment.

**2.5.2 Approach and Methodology and Work Program:** Marks shall be awarded based on the assessment of the inter-relationship of work program and methodology write-up in conformity with the ToR. Work Program should include organization chart; reporting / monitoring structure and staffing schedule. Work Program shall be assessed on logical sequence of events. The Staffing Schedule shall be assessed on suitability and phasing;

**2.5.3 Concept Presentation:** The duration of concept presentation shall be 25 mins and another 10 mins for discussion. The Power Point Presentation should focus on the concept presentation with photographs/videos of the proposed Museum.

Points shall be given as shown below based on these aspects-

S.No	Criteria	Marks
1	Understanding of objectives, scope of work, complete coverage of components, site visit	5
2	Approach Methodology and Work Program	5
3	Concept for the Museum in question	30
	<b>Total</b>	<b>40</b>

## 2.6 POWER OF ATTORNEY

The Applicant should submit a Power of Attorney in the format specified at Form 5 of Appendix I, authorizing the signatory of the Proposal to commit the Applicant.

## **2.7 SPECIAL REQUIREMENTS**

Any entity which has been barred, by the Central / State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, and would not be eligible to submit a Proposal.

## **2.8 CONFLICT OF INTEREST**

**2.8.1** An Applicant Agency shall not have a conflict of interest (the “Conflict of Interest”), that affects the Selection Process. Any Applicant Agency found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, the time, cost and effort of Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise.

**2.8.2** Authority requires that the agency provide professional, objective, and impartial advice and at all times hold Authority’s interests paramount, avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work. The agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of Authority.

**2.8.3** Without limiting the generality of the above, an Applicant Agency shall be considered to have a Conflict of Interest that affects the Selection Process, if:

- a. such Applicant Agency (or any constituent thereof) and any other Applicant Agency (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in an Applicant or a constituent thereof in other Applicant(s) (or any of its constituents) is less than 1% of its paid up and subscribed capital; or
- b. a constituent of such Applicant Agency is also a constituent of another Applicant Agency; or
- c. such Applicant Agency receives or has received any direct or indirect subsidy from any other Applicant; or
- d. such Applicant Agency has the same authorized representative for purposes of this Application as any other Applicant Agency; or
- e. such Applicant has a relationship with another Applicant, directly or through common third parties, such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other’s’ information about, or to influence the Application of either or each of the

- other Applicant; or if there is a conflict among this and other consulting assignments of the agency (including its personnel and sub-Consultant) and any subsidiaries; or
- f. Entities controlled by such agency. The duties of the agency depend on the circumstances of each case. While providing consultancy services to Authority for this particular assignment, the agency shall not take up any assignment that by its nature will result in conflict with the present assignment.

## **2.9 PROPOSAL AND OTHER COSTS**

The Applicant Agency shall be responsible for all of the costs associated with the preparation of its Proposal, Presentation to Authority and subsequent negotiation, including visits to Authority, Project site etc. Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## **2.10 RIGHT TO ACCEPT ANY PROPOSAL AND TO REJECT ANY OR ALL PROPOSALS**

Notwithstanding anything contained in this RFP, Authority reserves the right to do the following:

- i. accept or reject any Proposal and to at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof
- ii. Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or the dates or other terms and conditions relating thereto
- iii. Pre-qualify or not to pre-qualify any Applicant Agency and/or to consult with any Applicant Agency in order to receive clarification or further information.

## **2.11 CLARIFICATIONS**

**2.11.1** Applicants requiring any clarification on the RFP may send their queries to Authority in writing an email/ Post before the pre bid date mentioned in Clause 1.10. The envelopes shall clearly bear the following identification:

**QUERIES/ REQUEST FOR ADDITIONAL INFORMATION CONCERNING RFP -  
Engagement of Agency for Master Planning, Fabrication, System Integration and Preservation  
and Maintenance of Crafts Museum at Varanasi, Uttar Pradesh**

**2.11.2** Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 days prior to the Proposal Due Date. The responses will be uploaded on websites [www.handlooms.nic.in](http://www.handlooms.nic.in)

**2.11.3** Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion and nothing in this clause shall be taken or read as

compelling or requiring Authority to respond to any question or to provide any clarification.

## **2.12 PREPARATION AND SUBMISSION OF PROPOSAL**

### **2.12.1 Language**

The Proposal with all accompanying documents (the “Documents”) and related correspondence shall be in the English Language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

### **2.12.2 Format and signing of Proposal**

- 2.12.2.1 The Applicant Agency shall provide all the information sought under this RFP. Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.12.2.2 The Applicant Agency shall prepare and submit only one original set of the Documents.
- 2.12.2.3 The Proposal shall be typed or written in indelible ink and the Applicant shall initial each page. The person signing the Proposal shall initial all the alterations, omissions, additions, or any other amendments made to the Proposal. The Proposals must be properly signed as detailed below:
- i. By the proprietor, in case of a proprietary firm;
  - ii. by the partner holding the Power of Attorney, in case of a partnership firm;
  - iii. by a duly authorized person (the “Authorized Representative”) holding the Power of Attorney, in case of a Limited Company or a corporation; or
- 2.12.2.4 A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant or a notary public on the specified form shall accompany the Proposal.
- 2.12.2.5 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Applicants are reminded that no supplementary material will be entertained by Authority, and that evaluation will be carried out only based on Documents received by the closing time of Proposal Due Date. Applicants will normally not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.



## **2.13 PREPARATION OF TECHNICAL PROPOSAL**

**2.13.1** Applicants Agency shall submit the Technical Proposal in the formats at Appendix-I (the “Technical Proposal”).

**2.13.2** While submitting the Technical Proposal, the Applicant Agency shall, in particular, ensure that:

- i. CVs of all Professional Personnel have been submitted;
- ii. Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at **Clause 2.4** of the RFP;
- iii. no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- iv. The respective Personnel / Authorized Signatory should have recently signed the CVs. Photocopy or unsigned CVs shall be rejected;
- v. the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;

**2.13.3** Authority reserves the right to verify all statements, information and documents, submitted by the Applicant Agency in response to the RFP. Failure of the Authority to undertake such verification shall not relieve the Applicant Agency of its obligations or liabilities hereunder nor will it affects any rights of the Authority there under.

**2.13.4** In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant Agency or the Applicant Agency has made material misrepresentation or has given any materially incorrect or false information, the Applicant Agency shall be disqualified forthwith if not yet appointed as the agency either by issue of the LOA or entering into of the Agreement, and if the Applicant Agency has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the agency, without the Authority being liable in any manner whatsoever to the agency, as the case may be.

**2.13.5** In such an event Authority shall forfeit and appropriate the EMD, as mutually agreed pre-estimated compensation and damages payable to Authority for, inter alia, time cost and effort of Authority, without prejudice to any other right or remedy that may be available to Authority.

## **2.14 PREPARATION OF FINANCIAL PROPOSAL**

**2.14.1** The financial proposal shall be submitted in the format at Appendix-II (the “Financial Proposal”) clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant’s authorized signatory. In the event of any difference between figures and words, the amount indicated in words/ arithmetical total of all costs shall be taken into account.

**2.14.2** While submitting the Financial Proposal, the Applicant Agency shall ensure the following:

- a. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, airfare, equipment, printing of documents, surveys, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- b. The agency is supposed to undertake the setting up, project management, execution, operation and monitoring of the project and they are advised to quote the rate taking this in mind.
- c. The Financial Proposal shall take into account all expenses including all tax liabilities excluding service tax.

## **2.15 SUBMISSION OF PROPOSAL**

**2.15.1** The Applicants shall submit the Proposal with all pages numbered serially and by giving an index of submissions and a cover letter. The Authorized Representative of the Applicant Agency shall sign each page of the submission.

**2.15.2** The Proposal will be sealed in an outer envelope, which will bear the address of Authority, RFP Title. and Date, Agency name as indicated at Clause 1.10 and the name and address of the Applicant. The Financial Proposal should bear on top, the following:

FINANCIAL PROPOSAL  
DO NOT OPEN, EXCEPT IN PRESENCE OF THE CONSULTANCY  
EVALUATION COMMITTEE

**2.15.3** If the envelope is not sealed and marked as instructed above, Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.

- 2.15.4** This outer envelope will contain two separate sealed envelopes; one clearly marked “Technical Proposal” and second marked as “Financial Proposal”. The Technical Proposal and Financial Proposal must be prepared in indelible ink and must be signed by the Authorized Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialled by the person or persons signing the Proposal.
- 2.15.5** The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.
- 2.15.6** While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.
- 2.15.7** Proposals submitted by fax or e-mail will not be accepted. Authority reserves the right to reject any Proposal that is not submitted according to instructions stipulated in the RFP.
- 2.15.8** The rates quoted shall be firm throughout the period of performance of the assignment up to and including operation of the museum upto 3 years from the date of operations (from the date of opening the museum for the public) and discharge of all obligations of the agency under the Agreement.

## **2.16 LATE PROPOSALS**

Proposals received by Authority after the date and time specified in **Clause 1.8** shall not be eligible for consideration and shall be summarily rejected.

## **2.17 MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF PROPOSALS**

- 2.17.1** The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by Authority by the specified time on Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant after the specified time on Proposal Due Date.
- 2.17.2** The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.15, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

## **2.18 EARNEST MONEY DEPOSIT**

**2.18.1** The Applicant shall furnish as part of its Proposal, a EMD of Rs. 2,00,000 (Rupees Two Lac only) in the form of a Demand Draft issued by one of the Nationalized/ Scheduled Banks of India in favour of National Handloom Development Corporation Ltd, payable at Lucknow.

**2.18.2** Same as provided in Clause 2.18.1 above, the EMD of unsuccessful Applicants will be returned by Authority, without any interest, as promptly as possible on acceptance of the Proposal of the successful Applicant or when the Selection Process is cancelled by Authority.

**2.18.3** The successful Applicant's EMD will be returned, without any interest, upon the Applicant commencing services as per Clause 2.18 in accordance with the provisions thereof.

**2.18.4** Any Bid not accompanied by the EMD, shall be rejected by Authority as non-responsive.

**2.18.5** Without prejudice to Authority's any other right or remedy here under or in law or otherwise, the EMD shall be forfeited and appropriated by Authority, at its discretion, as the mutually agreed pre-estimated compensation and damage payable to Authority for, inter alia, cost and effort of Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- i. If an Applicant submits a non-responsive Proposal;
- ii. If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4.1 of this RFP;
- iii. If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- iv. In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence and completes the assignment as specified in Clause 2.22 and 2.23 respectively;
- v. If the Proposal of an Applicant is rejected on account of its engaging in corrupt, fraudulent, coercive, undesirable or restrictive practices as specified in Clause 4.1
- vi. If the Applicant is disqualified on account of having a Conflict of Interest as specified in Clause 2.8.
- vii. Demand draft of bid document and EMD

## **2.19 EVALUATION PROCESS**

### **2.19.1 Evaluation of Proposals**

**2.19.1.1** Authority would open the Proposals on date mentioned in Clause 1.8 of this RFP. The packets marked "Technical Proposal" and "Financial Proposal" will be opened in front of the representatives of the Applicants present at that time.

- 2.19.1.2 Proposals for which a notice of withdrawal has been submitted shall not be opened.
- 2.19.1.3 Prior to evaluation of Proposals, authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if the Proposal:
- i. Is received by the Proposal Due Date pursuant to Clause 1.8
  - ii. Is signed, sealed and marked as stipulated in Clause 2.15
  - iii. Is accompanied by the Power(s) of Attorney as specified in Clause 2.6
  - iv. Contains all the information as requested in the RFP;
  - v. Contains information in the forms specified in this RFP; and
  - vi. Fulfils the Conditions of Pre-Qualification Criteria
- 2.19.1.4 Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification; substitution or withdrawal shall be entertained by Authority in respect of such Proposals.
- 2.19.1.5 Authority would subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Clause 3.1 of this RFP. There will also be a concept presentation of the qualified bidders in the technical evaluation stage.
- 2.19.1.6 After the technical evaluation, Authority would prepare a list of qualified Applicants in terms of Clause 3.3 for opening of their Financial Proposals. Before opening of the Financial Proposals, the list of qualified Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to remain present. Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of Selection Process. The financial evaluation and final ranking of the Proposals would be carried out in terms of Clauses 3.4 and 3.5.

## **2.20 CONFIDENTIALITY**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising Authority in relation to or matters arising out of, or concerning the Selection Process. Authority will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence. Authority will not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or Authority.

## **2.21 AWARD OF CONSULTANCY**

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of

the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre- estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next eligible Applicant may be considered.

## **2.22 EXECUTION OF AGREEMENT**

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in **Clause 1.8**. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

## **2.23 COMMENCEMENT OF ASSIGNMENT**

The agency shall commence the Services at the Project site within seven days of the date of effectiveness of the Agreement. If the agency fails to either sign the Agreement as specified in **Clause 2.12** or commence the assignment as specified herein, Authority may invite the second ranked Applicant for negotiations. In such an event, the EMD of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of **Clause 2.18**.

### **3 CRITERIA FOR EVALUATION**

### **3.1 EVALUATION OF TECHNICAL DOCUMENTS**

3.1.1 Applicants who fulfil the pre-qualification criteria completely in all respect shall be shortlisted for further technical evaluation. In case of the consortium, the lead member of the consortium shall fulfil pre-qualification criteria in all respect. The Financial Proposals of those Applicants who have not been shortlisted shall be returned un-opened to the Applicants.

#### **3.1.2 PRE QUALIFICATION CRITERIA:**

The agency or the lead member of the consortium shall met the following requirements:

- a. The agency or the lead member of the consortium should be in existence for the last three years from the proposal due date
  - b. The agency or the lead member of the consortium should have a total turnover of (10) ten crores in the last three financial years (2013-14 to 2015-16) in which minimum turnover of INR 2 Crores shall be 2015-16 from the proposal due date from Planning Museum, Designing of Museum/ Organizing Museum/ work of similar nature related to Art Gallery/ Trade and Exhibition Building/ Convention Centre/ Tourist Information Centre/ Cultural Center.
  - c. The agency or the lead member of the consortium should have executed at least 1 (One) Museum / Art Gallery / Exhibition Centre / Trade Fair/ Convention Center/ Cultural Center/ Tourist Information Centre/ Work of similar nature related to designing Museum / Art Gallery/ Trade and Exhibition Building, Organizing Museum, Planning Museum display and Exhibition design in the last 5 (five) years preceding the Proposal Due Date (PDD).
- 3.1.3 A Proposal shall be rejected if the requirements prescribed in Clause 3.1.2 of this RFP are not fully met by the Applicant Agency or by the lead member of the consortium.

### **3.2 EVALUATION OF TECHNICAL PROPOSALS**

3.2.1 The Technical Proposal will be evaluated on the basis of work experience of Applicant, composition of the team and experience of Key Professionals fielded by the Applicant, understanding of the assignment, objective, scope of work, complete coverage of components, site visit, concept of museum, methodology, work program and concept presentation by the Applicant. Applicants whose Technical Proposals score 70 marks or more out of 100 shall only be shortlisted and qualified. The Financial Proposals of those Applicants whose Technical Proposal score will be less than 70 marks shall be returned un-opened to the Applicant.

3.2.2 In case the Applicant is a consortium, credentials of both the consortium firms or the sub consultant shall be considered together with those of the Sole Firm/ Agency while computing the technical score on account of experience of Key Professionals in view of Clause 2.4 and on account of Firm experience.



### **3.3 SHORT-LISTING OF APPLICANTS**

Of the Applicants ranked as aforesaid, not more than three shall be qualified and short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than two, Authority may, in its sole discretion, pre-qualify the Applicant(s) whose Technical Score is less than 70 points; provided that in such an event, the total number of qualified and short- listed Applicants shall not exceed three.

### **3.4 EVALUATION OF FINANCIAL PROPOSAL**

- 3.4.1 The Financial Proposals of those Applicants who have been shortlisted and qualified will be opened.
- 3.4.2 In the second stage, the financial evaluation will be carried out for the shortlisted and qualified agencies as per the **Clause 3.3**.
- 3.4.3 For financial evaluation, the total consultancy cost/ offer indicated in the Financial Proposal excluding service tax will be considered.
- 3.4.4 Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services.

### **3.5 FINAL EVALUATION**

The authority will finally select the lowest bidder out of the shortlisted and qualified agencies as per the **Clause 3.3 and 3.4**.

## **4 FRAUD & CORRUPT PRACTICE**

## 4.1. FRAUD & CORRUPT PRACTICE

- 4.1.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Authority shall notwithstanding anything to the contrary contained in this RFP, reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable or restrictive practices in the Selection Process. In such an event, Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
- 4.1.2 Without prejudice to the rights of Authority under Clause 4.1.1.1 hereinabove and the rights and remedies which Authority may have under the LOA or the Agreement, if an agency, as the case may be, is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such agency shall not be eligible to participate in any tender or RFP issued by Authority during a period of 2 (two) years from the date such agency, as the case may be, is found by Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.1.3 For the purposes of Clause 4.1.1.1, the terms set forth are defined as follows:
- i. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the Selection Process;
  - ii. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence the Selection Process;
  - iii. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Selection Process;
  - iv. "undesirable practice" means establishing contact with any person connected with or employed with Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; and
  - v. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **5 MISCELLANEOUS**

- 5.1** The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 5.2** Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- i. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - ii. consult with any Applicant in order to receive clarification or further information;
  - iii. retain any information and/or evidence submitted to Authority by, on behalf of and/or in relation to any Applicant; and/or
  - iv. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 5.3** It shall be deemed that by submitting the Proposal, the Applicant Agency agrees and releases Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

# SCHEDULES

## SCHEDULE-I TERMS OF REFERENCE

### 1. SCOPE OF SERVICES

*The scope of service shall include all activities for setting up and operationalizing the Craft Museum such as - conceptualizing, setting up and operation of the crafts museum which will enshrine the traditional handicraft, hand woven and carpets, theme of display for proposed Museum, research, selection of exhibits, planning of display-area, lay-out of galleries, design of pedestals and show-cases, light design for galleries & outdoor, exhibition design, cultural shows, display of exhibits and artifacts, installation of public information system & signage, audio-visual/multi-media inputs, film preparation etc and operate the museum along with its preservation and maintenance for a period of 3 years from the day of operation which can be further extended to the period of one year or one plus one year on mutually agreed terms and conditions.*

The main tasks of the consultancy services under these Terms of Reference (ToR) are as under:

#### **Task -1:**

#### **RESEARCH & SELECTION OF EXHIBITS**

The Research and Selection of Exhibits will include but not limited to the following ground-works before proceeding to actual work of exhibition design:

- Research on Theme, which will enshrine the traditional handicraft, hand woven and Carpets etc. of Varanasi region.
- Research on the selection of Exhibits for the Museums
- Develop a theme for the attraction and the exhibits
- Conceptualizing other visuals (secondary sources), relevant to the theme of Museum proposed;
- Visualizing multi-sensory aids to the exhibition;
- Other researches, which are relevant to the project.

#### **Task -2**

#### **CONCEPTUAL THEME AND SPACE PLANNING OF THE MUSEUM.**

- Content development and storyline of each gallery and the museum
- The development of holistic display system, preparation of graphic and textual materials including artifacts/ objects, models, preparation of graphic and textual materials, content and medium of display like captions, digital labels, blow ups, interpretative boards, interactive technological options like kiosks, plasma screens, use of audio video and multimedia etc.
- Any other item necessary for visitor interpretation and facilitation
- Schematic Design and Detailing of the exhibits including cases, panels, artifacts, mounts and more.
- Mechanical and electrical coordination
- Lighting design and specification
  - Multimedia hardware specification and design, performance and design of control rooms

- Software treatments – objectives and specifications which will act as instructions to multimedia producers
- Model, diorama and hands-on exhibit design and specification
- Visitor flow patterns with entry-exit system
- Indoor plantscape and furniture
- Any other creative addition like gate, background, fascia to the theme
- To provide Internal Security of the Museum
- Coordination with the construction agency

### **Task -3**

#### **EXHIBITION DESIGN & INTERIOR DESIGN OF THE MUSEUM**

This will include but not limited to the arrangement and lay-out of the galleries, designing of the display panel, colour composition of gallery, display of exhibits, planning of display-area, design of pedestals and show-cases, light design for galleries & outdoor, exhibition designs & display of exhibits, storage facilities, installation of public information system & signage, cultural shows, audio-visual/multi-media (including animation & short-films) & multi-sensory inputs and so on and so forth.

### **Task -4**

#### **COST ESTIMATION**

This will include determination of various cost estimate including Partition & Lay-out of Gallery, Show-cases, Pedestals, Artifacts, Mounts, Signage, cost of services such as Lighting & Exhibition Design and so on.

### **Task -5**

#### **ASSISTANCE IN PROCUREMENT OF VARIOUS ITEMS FOR THE MUSEUM**

The agency should also recommend where and how those items should be procured. The agency will also suggest two other alternatives of those items if available apart from the recommended ones.

\*Note: All the cost for the procurement of the artifacts, pedestals etc. shall be borne by the Authority itself.

### **Task -6**

#### **COMPLETION AND SETTING UP**

The agency has to complete the final set up ready for operation in all respects to be open for public.

### **Task -7**

#### **OPERATION, PRESERVATION AND MAINTENANCE OF THE MUSEUM**

The selected agency shall be responsible for operationalization of the Museum for the period



of 3 years form the date of Operations (from the date of opening the museum for the public). The selected agency has to also deploy its staff for the preservation and maintenance of the artifacts, mounts, Galleries, Show-Cases, Model, Diorama Pedestals, A/V, Lighting, Exhibition Design and so on for the period of 3 years form the date of Operations (from the date of opening the museum for the public).

## **2. EXECUTION OF WORKS**

The agency shall prepare the following Reports having detailed information and analysis concerning areas as specified for each report.

### **2.1 Inception Report**

On commencement of the Consultancy, the Agency shall prepare and submit an Inception Report (the “Inception Report”) within **three (3) weeks** from date of commencement of the Contract Agreement. The Inception Report shall comprise of the activities of the terms of reference such as task (1) and task (2). This will be the preliminary stage and it is not expected that all the activities within the task shall be completed. However the agency has to submit its report on the research and selection of exhibits for the development envisaged. Further, agency is free to include or exclude some of the activities as per its plan. There will be presentation for approval of this report.

### **2.2 Final Designs with Drawings and Cost Estimates**

The agency shall submit the Designs with Drawings along with estimates of quantities and costs and Interim Report within **seven (7) weeks** from date of commencement of the Contract Agreement. This Report will comprise task (3) and (3) that is conceptual theme and space planning of the museum. There will be a presentation for approval of this report. Also in case of any clarification on the designs and plans required at the execution/implementation stage, the agency should be available for such clarifications at no extra cost.

### **2.3 Assistance in Procurement**

After the preparation of designs and estimate, the agency shall assist in determining the cost estimation and procurement as per task 4 & 5 within **sixteen (16) weeks** from date of commencement of the Contract Agreement.

### **2.4 Final Set Up**

The agency has to complete the final set up ready for operation as per task (6) within **nineteen (19) weeks** from date of commencement of the Contract Agreement.

### **2.4 Operations, Preservation and Maintenance**

The agency has to operate the museum for the period of 3 years form the date of Operations (from the date of opening the museum for the public). The selected agency has to also deploy

its staff for the preservation and maintenance of the artifacts, mounts, Galleries, Show-Cases, Model, Diorama Pedestals, A/V, Lighting, and Exhibition Design and so on and submit a quarterly progress report to the Authority for a period of 3 years.

He shall organize various exhibitions, cultural shows, art galleries, short films, various events etc. to make the museum live, knowledgeable and interesting for the public in the aforesaid period.

### 3. SCHEDULE OF PAYMENT

S.No	Stage	Percentage of Fees
<b>Planning and Development of Museum</b>		<b>30%</b>
(i)	Inception Report	5%
(ii)	Final Designs with Drawings and Cost Estimates	5%
(iii)	Procurement of Artifacts and Mounts	10%
(iv)	Final Set Up and Successful Opening	10%
<b>Operation of the Museum for the period of 3 years</b>		<b>70%</b>
(v)	Quarterly Payments for a period of 3 years on submission and approval of quarterly progress report.	Twelve (12) equal installments payable every quarter

### 4. COMPLETION OF SERVICES

All the study outputs including primary and secondary data shall be compiled, classified and submitted by the agency to the Authority in soft form. The study outputs shall remain the property of Authority and shall not be used by the agency for any purpose other than that intended under these Terms of Reference without the permission of Authority. The Consultancy services shall stand completed on acceptance of all the required deliverables of the agency by Authority and issue of a certificate by Authority to that effect.

# **SCHEDULE-II AGREEMENT FOR CONSULTANCY SERVICE FOR MASTER PLANNING, FABRICATION, SYSTEM INTEGRATION AND PRESERVATION AND MAINTENANCE OF CRAFTS MUSEUM AT VARANASI, UTTAR PRADESH**

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AGREEMENT FOR CONSULTANCY SERVICE FOR MASTER PLANNING, FABRICATION, SYSTEM INTEGRATION AND PRESERVATION AND MAINTENANCE OF CRAFTS MUSEUM AT VARANASI, UTTAR PRADESH

**AGREEMENT No –**

This AGREEMENT (hereinafter called the “Agreement”) is made on the day \_\_\_ of the month of \_\_\_\_20 \_\_, between, on the one hand, the National Handloom Development Corporation acting as Implementing Agency for Trade Facilitation Centre and Crafts Museum appointed by Ministry of Textiles, Udyog Bhawan, New Delhi (India) (hereinafter called the “Authority” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand,

\_\_\_\_\_ (hereinafter called the “Agency” which expression shall include their respective successors and permitted assigns).

**WHEREAS**

- A. National Handloom Development Corporation vide their Request for Proposals for Master Planning, Fabrication, System Integration and Preservation and Maintenance of Crafts Museum at Varanasi, Uttar Pradesh (hereinafter called the “Consultancy”) invite pre-qualification, technical and financial proposals to undertake the work of Consultancy for Master Planning, Fabrication, System Integration and Preservation and Maintenance of Crafts Museum at Varanasi, Uttar Pradesh (hereinafter called the “Project”);
- B. the Agency submitted its proposals for the aforesaid work, whereby the Agency represented to National Handloom Development Corporation that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to National Handloom Development Corporation on the terms and conditions as set forth in the RFP and this Agreement; and
- C. National Handloom Development Corporation, on acceptance of the aforesaid proposals of the Agency, awarded the Consultancy work to the Agency vide the Letter of Award for the Consultancy dated \_\_\_\_\_20\_\_ (the “LOA”); and in pursuance of the LOA, the parties have agreed to enter into this Agreement.

**NOW, THEREFORE**, the parties hereto hereby agree as follows:

**1. GENERAL**

**1.1. Definitions and Interpretation**

1.1.1. The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a. “Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- b. “Agreement” means this Agreement, together with all the Annexes;

- c. “Confidential Information” shall have the meaning set forth in **Clause 2.20**;
- d. “Expatriate Personnel” means such persons who at the time of being so hired had their
  - e. domicile outside India;
  - f. “Government” means the Government of India;
  - g. “INR, Re. or Rs.” means Indian Rupees;
  - h. “Member”, in case the Agency consists of a joint venture or consortium of more than one entity, means any of these entities, and “Members” means all of these entities;
  - i. “Personnel” means persons hired by the Agency or by any Sub- Consultant as employees and assigned to the performance of the Services or any part thereof;
  - j. “Party” means National Handloom Development Corporation or the Agency, as the case may be, and Parties means both of them;
  - k. “Resident Personnel” means such persons who at the time of being so hired had their domicile inside India;
  - l. “Services” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
  - m. “RFP” means the Request for Proposal document in response to which the Agency’s Proposal for providing Services was accepted;
  - n. “Third Party” means any person or entity other than the Government, National Handloom Development Corporation, the Agency or a Sub-Consultant.

1.1.2. All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.3. The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over other would be as laid down below beginning from the highest priority to the lowest priority:

- I. Agreement;
- II. Annexes of Agreement;
- III. RFP; and
- IV. Letter of Award

## **1.2. Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between National Handloom Development Corporation and the Consultant. The Agency shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## **1.3. Rights and obligations**

The mutual rights and obligations of National Handloom Development Corporation and the Agency shall be as set forth in the Agreement; in particular:

- i. the Agency shall carry out the Services in accordance with the provisions of the Agreement

#### **1.4 Governing law and jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Delhi shall have jurisdiction over matters arising out of or relating to this Agreement.

#### **1.5 Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

#### **1.6 Table of contents and headings**

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

#### **1.7 Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- a. in the case of the Agency, be given by facsimile and by letter delivered by hand to the address given and marked for attention of the Agency's Representative set out below in **Clause 1.10** or to such other person as the Agency may from time to time designate by notice to the National Handloom Development Corporation; provided that notices or other communications to be given to an address outside Delhi may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile to the number as the Agency may from time to time designate by notice to the National Handloom Development Corporation;
- b. in the case of National Handloom Development Corporation, be given by facsimile and by letter delivered by hand and be addressed to the National Handloom Development Corporation with a copy delivered to the National Handloom Development Corporation Representative set out below in **Clause 1.10** or to such other person as National Handloom Development Corporation may from time to time designate by notice to the Agency. The Agency must have an office in India or a local partner firm.
- c. any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered.

#### **1.8 Location**

The Services shall be performed at the site of the Project and at such locations as are incidental thereto.

#### **1.9 Authority of Member-in-charge**

In case the Agency consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Agency's rights and obligations towards National Handloom Development Corporation under this Agreement,

including without limitation the receiving of instructions and payments from National Handloom Development Corporation.

### **1.10. Authorized representatives**

1.10.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by National Handloom Development Corporation or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause

1.10.2. Ministry of Textiles may, from time to time, designate one of its officials as their Representative. Unless otherwise notified, the Ministry of Textiles Representative shall be:

Shri. Anil Raj Kumar,  
Additional Development Commissioner for Handlooms Ministry of Textiles  
Room No - 57 Udyog Bhawan, New Delhi – 110 011  
Email: kumarar@gov.in  
Telephone:011-23062402

1.10.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

Designation :  
Address :  
Tel :  
Fax :  
E Mail :

### **1.11 Taxes and duties**

Unless otherwise specified in the Agreement, the Agency shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and National Handloom Development Corporation shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed.

## **2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT**

### **2.1. Effectiveness of Agreement**

This Agreement shall come into force and effect on the date of this Agreement. (the "Effective Date").

### **2.2. Commencement of Services**

The Agency shall commence the Services within a period of \_\_\_\_ (\_\_\_\_) days from the Effective Date, unless otherwise agreed by the Parties.

### **2.3. Termination of Agreement for failure to commence Services**

If the Agency does not commence the Services within the period specified in **Clause 2.2** above, National Handloom Development Corporation may, by not less than 1 (one) week notice to the Agency, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Agency shall stand forfeited.



## **2.4. Expiration of Agreement**

Unless terminated earlier pursuant to **Clause 2.9** hereof, this Agreement shall expire when the Services have been completed and a period of 90 (ninety) days has elapsed after all payments due under this Agreement, have been made.

## **2.5. Entire Agreement**

2.5.1. This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant/ Agency arising out of the provisions of the RFP shall continue to subsist and shall be deemed as part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of **Clause 2.5.1**, on matters not covered by this Agreement, the provisions of RFP shall apply.

## **2.6. Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposals for modification made by the other Party.

## **2.7. Force Majeure**

### **2.7.1. Definition**

- a. For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.7.2. No breach of Agreement**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

### **2.7.3. Measures to be taken**

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than seven (7) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

### **2.7.4. Extension of time**

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **2.7.5. Payments**

During the period of its inability to perform the Services because of an event of Force Majeure, the Agency shall be entitled to be reimbursed additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

### **2.7.6. Consultation**

Not later than thirty (30) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

## **2.8. Suspension of Agreement**

National Handloom Development Corporation may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Agency to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension.

## **2.9. Termination of Agreement**

### **2.9.1. By National Handloom Development Corporation**

National Handloom Development Corporation may, by not less than thirty (30) days' written notice of termination to the Agency, such notice to be given after the occurrence of any of the events specified in this **Clause 2.9.1**, terminate this Agreement if:

- a. the Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to **Clause 2.8** hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as National Handloom Development Corporation may have subsequently granted in writing;
- b. the Agency becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c. the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to **Clause 8** hereof;
- d. the Agency submits to National Handloom Development Corporation a statement which has a material effect on the rights, obligations or interests of National Handloom Development Corporation and which the Consultant knows to be false;
- e. any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- f. as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- g. National Handloom Development Corporation, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

### **2.9.2. By the Agency**

The Agency may, by not less than thirty (30) day's written notice to National Handloom Development Corporation, such notice to be given after the occurrence of any of the events specified in this **Clause 2.9.2**, terminate this Agreement if:

- a. National Handloom Development Corporation fails to pay any money due to the Agency's pursuant to this Agreement and not subject to dispute pursuant to **Clause 8** hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;
- b. National Handloom Development Corporation is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Agency may have subsequently granted in writing)

following the receipt by National Handloom Development Corporation of the Consultant's notice specifying such breach;

- c. as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d. National Handloom Development Corporation fails to comply with any final decision reached as a result of arbitration pursuant to **Clause 8** hereof.

### **2.9.3. Cessation of Rights and Obligations**

Upon termination of this Agreement pursuant to **Clauses 2.3 or 2.9** hereof, or upon expiration of this Agreement pursuant to **Clause 2.4** hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in **Clause 3.3** hereof, (iii) the Agency's obligation to permit inspection, copying and auditing of its accounts and records set forth in **Clause 3.6** (ii) hereof, and any right which a Party may have under the Applicable Law.

### **2.9.4. Cessation of Services**

Upon termination of this Agreement by notice of either Party to the other pursuant to **Clauses 2.9.1 or 2.9.2** hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and equipment and materials furnished by National Handloom Development Corporation, the Agency shall proceed as provided respectively by **Clauses 3.9 or 3.10** hereof.

### **2.9.5. Payment upon Termination**

Upon termination of this Agreement pursuant to **Clauses 2.9.1 or 2.9.2** hereof, National Handloom Development Corporation shall make the following payments to the Agency (after offsetting against these payments any amount that may be due from the Agency to National Handloom Development Corporation):

- a) Remuneration for Services satisfactorily performed prior to the date of termination;
- b) Reimbursable expenditures hereof for expenditures actually incurred prior to the date of termination; and
- c) Except in the case of termination pursuant to **sub-clauses (a) through (e) of Clause 2.9.1** hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Agency's personnel.

### **2.9.6. Disputes about Events of Termination**

If either Party disputes whether an event specified in **Clause 2.9.1** or in **Clause 2.9.2** hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to **Clause 8** hereof, and this

Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. OBLIGATIONS OF THE AGENCY**

#### **3.1. General**

##### **3.1.1. Standards of Performance**

The Agency shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to National Handloom Development Corporation, and shall at all times support and safeguard National Handloom Development Corporation legitimate interests in any dealings with Sub-Consultant or Third Parties.

The agency has to coordinate with the construction agency and the architect for executing the aforesaid project.

##### **3.1.2. Terms of Reference**

The scope of Services to be performed by the Agency are specified in the Terms of Reference (the "TOR") at **Schedule-I** of this Agreement. The Consultant shall provide the deliverables specified therein in conformity with the time schedule stated therein.

##### **3.1.3. Applicable Laws**

The Agency shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Agency and any Sub-Consultant, comply with the Applicable Laws.

#### **3.2. Conflict of Interest**

3.2.1. The Agency shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

##### **3.2.2. Prohibition of conflicting activities**

Neither the Agency nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- a. during the term of this Agreement, any business or professional activities in India which would conflict with the activities assigned to them under this Agreement;
- b. after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- c. at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.3. Agency not to benefit from commissions discounts, etc.

The remuneration of the Agency hereof shall constitute the Agency's sole remuneration in connection with this Agreement or the Services and the Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Agency shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.4. The Agency and its Personnel shall observe the highest standards of ethics and have not engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the National Handloom Development Corporation shall be entitled to terminate this Agreement forthwith by a communication in writing to the Agency, without being liable in any manner whatsoever to the Agency, if it determines that the Agency has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the National Handloom Development Corporation shall forfeit and appropriate the bid security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to National Handloom Development Corporation towards, inter alia, time, cost and effort of the National Handloom Development Corporation, without prejudice to the National Handloom Development Corporation any other rights or remedy hereunder or in law.

3.2.5. Without prejudice to the rights of the National Handloom Development Corporation under **Clause 3.2.4** above and the other rights and remedies which the National Handloom Development Corporation may have under this Agreement, if the Agency is found by National Handloom Development Corporation to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Agency shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by National Handloom Development Corporation to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.6. For the purposes of **Clauses 3.2.4** and **3.2.5**, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of National Handloom Development Corporation who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing

the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser National Handloom Development Corporation in relation to any matter concerning the Project;

- b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by National Handloom Development Corporation under this Agreement;
- d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by National Handloom Development Corporation with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### **3.3. Confidentiality**

The Agency, its Sub-Consultant and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, designs software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by National Handloom Development Corporation to the Agency, its Sub-Consultant and the Personnel; any information provided by or relating to National Handloom Development Corporation, its technology, technical processes, business affairs or finances or any information relating to National Handloom Development Corporation’s employees, directors, officers or other professionals or suppliers, customers, or contractors of National Handloom Development Corporation, and any other information which the Agency is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (“Confidential Information”) without the prior written consent of National Handloom Development Corporation. Notwithstanding the aforesaid, the Agency, its Sub-Consultant and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information.

- a. was in the public domain prior to its delivery to the Agency, its Sub- Consultant and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Agency, its Sub-Consultant and the Personnel of either of them;
- b. was obtained from a third party with no known duty to maintain its confidentiality;
- c. is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that for any such disclosure, the

Agency, its Sub-Consultant and the Personnel of either of them shall give National Handloom Development Corporation, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;

- d. is provided to the professional advisers, agents, auditors or representatives of the Agency or its Sub-Consultant or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Agency or its Sub-Consultant or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

### **3.4. Liability of the Agency**

- 3.4.1. The Agency's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2. Agency's liability towards National Handloom Development Corporation. The Agency shall be liable to National Handloom Development Corporation for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3.4.3. The Parties hereto agree that in case of negligence or willful misconduct on the part of the Agency or on the part of any person or firm acting on behalf of the Agency in carrying out the Services, the Agency, with respect to damage caused to National Handloom Development Corporation's property, shall not be liable to National Handloom Development Corporation: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds (A) or (B) the proceeds the Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability, whichever of (A) or (B) is higher. This limitation of liability shall not affect the Agency's liability, if any, for damage to Third Parties caused by the Agency or any person or firm acting on behalf of the Consultant in carrying out the Services.

### **3.5. Accounting, inspection and auditing**

The Agency shall,

- a) keep accurate and systematic accounts and records in respect of the Service hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Agency t's costs and charges), and
- b) permit National Handloom Development Corporation or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by National Handloom Development Corporation.

### **3.6. Agency's actions requiring National Handloom Development Corporation's prior approval**



The Agency shall obtain National Handloom Development Corporation's prior approval in writing before taking any of the following actions:

- a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by National Handloom Development Corporation prior to the execution of the subcontract, and (ii) that the Agency shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement;
- b) any other action that may be specified in this Agreement.

### **3.7. Reporting obligations**

The Agency shall submit to National Handloom Development Corporation the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

### **3.8. Documents prepared by the Consultant to be property of National Handloom Development Corporation**

- 3.8.1. All plans, drawings, specifications, designs, reports and other documents prepared by the Agency in performing the Services shall become and remain the property of National Handloom Development Corporation, and the Agency shall, not later than termination or expiration of this Agreement, deliver all such documents to National Handloom Development Corporation, together with a detailed inventory thereof. The Agency may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the Agreement.
- 3.8.2. The Agency shall not use these documents for purposes unrelated to this Agreement without the prior written approval of National Handloom Development Corporation.

### **3.9. Equipment and materials furnished by National Handloom Development Corporation**

Equipment and materials made available to the Agency by National Handloom Development Corporation shall be the property of **National Handloom Development Corporation** and shall be marked accordingly. Upon termination or expiration of this Agreement, the Agency shall furnish forthwith to National Handloom Development Corporation, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of National Handloom Development Corporation. While in possession of such equipment and materials, the Agency shall, unless otherwise instructed by National Handloom Development Corporation in writing, insure them in an amount equal to their full replacement value.

### **3.10. Accuracy of Documents**

The agency shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. It shall indemnify National Handloom Development Corporation against any inaccuracy in its work which might

surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Agency or arises out of its failure to conform to good industry practices. The Agency shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any resurvey / investigations.

#### **4. OBLIGATIONS OF AUTHORITY (NATIONAL HANDLOOM DEVELOPMENT CORPORATION)**

##### **4.1 Obligations of the Authority (NHDC) are as follows:**

- a. Overall Supervision
- b. Procurement of the Artifacts
- c. Fabrication of the Showcases, Pedestals etc
- d. Fixing of the lighting system
- e. Procurement of the Multi Media System, Equipment's, Gadget's, Software's etc and its AMC.
- f. Procurement of CCTV Cameras
- g. Assistance in clearances etc.
  - Unless otherwise specified in the Agreement, National Handloom Development Corporation shall make best efforts to ensure that the Government shall:
    - provide the Consultant, its Sub-Consultant and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultant or Personnel to perform the Services;
    - facilitate prompt clearance through customs of any property required for the Services; and
    - issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- h. Quality Supervision of material and works will be done regularly by the National Handloom Development Corporation.
- i. NHDC has the right to inspect, supervise the material and work operation and the agency has to oblige to comply with the same.
- j. Digital Photography of the objects
- k. Complete external and internal Security of the museum would be provided by authority

##### **4.2. Change in Applicable Law**

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Agency under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto.

#### **5. PAYMENT TO THE AGENCY**

##### **5.1. Currency of payment**

All payments shall be made in Indian Rupees. The Agency shall be free to convert Rupees into any foreign currency as per Applicable Laws.

## **5.2 Payment Schedule**

The Agency shall be paid for its services as per the Payment Schedule at Clause-3 of this Agreement, subject to the Agency fulfilling the following conditions:

- i. No payment shall be due for the next stage till the Agency completes to satisfaction of National Handloom Development Corporation the work pertaining to the preceding stage.
- ii. National Handloom Development Corporation shall pay to the Agency, only the undisputed amount.

**5.3** National Handloom Development Corporation shall cause the payment due to the Agency to be made within 30 (thirty) days after the receipt by National Handloom Development Corporation of duly completed bills with necessary particulars (the “Due Date”) after receiving the deliverables *of* its approval.

**5.4** The final payment under this Clause shall be made only after the final statement, identified as such, shall have been submitted by the Agency and approved as satisfactory by National Handloom Development Corporation. The Services shall be deemed completed and finally accepted by National Handloom Development Corporation and final statement shall be deemed approved by National Handloom Development Corporation as satisfactory upon expiry of 90 (ninety) days after completion of the implementation and final statement by National Handloom Development Corporation unless National Handloom Development Corporation within such 90 (ninety) day period, gives written notice to the Agency specifying in detail deficiencies in the Services. The Agency shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which National Handloom Development Corporation has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Agency to National Handloom Development Corporation within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by National Handloom Development Corporation for reimbursement must be made within 1 (one) year after receipt by National Handloom Development Corporation of a final statement in accordance with this **Clause 5.4**.

**5.5** All payments under this Agreement shall be made to the account of the agency as may be notified to Authority by the agency.

## **6 Performance Security**

1. The successful agency has to furnish a security deposit so as to guarantee his/her (agency) performance of the contract
2. Agency whose BID is accepted shall deposit 5% of the amount of Contract/ Agreement Value as Performance Security. If additional work is allotted, Agency has to deposit the additional Performance Security accordingly. The Performance Security shall be in the form of Bank Guarantee valid for 4 years from the date of actual start of operation.

3. The proceeds of the performance security shall be payable to NHDC as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
4. The Performance Security shall be denominated in Indian Rupees and shall be in the form of Bank Guarantee issued by a nationalized / scheduled bank in the form provided in the bidding documents:
5. Within 15 days of the receipt of notification of award from "NHDC", the successful bidder shall furnish the performance security in accordance with the Conditions of the Contract, in the performance security Form provided in the bidding documents in the Performa prescribed in the Tender.
6. The Performance Security will be discharged by Authority and returned to the agency on completion of the agency's performance obligations under the contract.
7. In the event of any contract amendment, the agency shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period.

## **7. LIQUIDATED DAMAGES AND PENALTIES**

### **7.1 Liquidated Damages**

#### **7.1.1. Liquidated Damages for error/variation**

In case any error or variation is detected in the reports submitted by the Agency and such error or variation is the result of negligence or lack of due diligence on the part of the Agency, the consequential damages thereof shall be quantified by National Handloom Development Corporation in a reasonable manner and recovered from the Agency by way of liquidated damages, subject to a maximum of 10% (ten percent) of the Contract/ Agreement Value.

#### **7.1.2. Liquidated Damages for delay**

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.1% (zero point one percent) of the Contract/ Agreement Value per day, subject to a maximum of 5% (five percent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Bid Security or otherwise. However, in case of delay due to reasons beyond the control of the Agency, suitable extension of time shall be granted.

#### **7.1.3 Encashment and appropriation of Bid Security**

National Handloom Development Corporation shall have the right to invoke and appropriate the proceeds of the Bid Security, in whole or in part, with notice to the Agency in the event of breach of this Agreement or for recovery of liquidated damages

In the event any portion of the Bid Security is appropriated by National Handloom Development Corporation, then immediately following such appropriation, the

Agency shall replenish the Bid Security within 1 (one) month of its appropriation, and in the event of default by the Consultant, National Handloom Development Corporation shall have the right to take such steps as it may deem necessary, including termination of this Agreement.

## **7.2 Penalty for deficiency in Services**

In addition to the liquidated damages not amounting to penalty, as specified in **Clause 7.2**, warning may be issued to the agency for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of National Handloom Development Corporation, other penal action including debarment for certain period may also be initiated as per policy of National Handloom Development Corporation.

## **8. FAIRNESS AND GOOD FAITH**

### **8.1. Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

### **8.2. Operation of the Agreement**

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with **Clause 8** hereof.

## **9. SETTLEMENT OF DISPUTES**

### **9.1. Amicable settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

### **9.2. Dispute resolution**

9.2.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in **Clause 8.3**.

9.2.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

### 9.3. Arbitration

- 9.3.1. Any Dispute which is not resolved amicably by conciliation, as provided in **Clause 8.2**, shall be finally decided by reference to arbitration. Any dispute between the parties as to matters arising pursuant to this contract which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement may be either party for settlement in accordance with **'THE DELHI ARBITRAL TRIBUNAL ACT, AND CONCILIATION ACT.**
- 9.3.2. The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this **Clause 8** shall be final and binding on the Parties as from the date it is made, and the Agency and the Government agree and undertake to carry out such Award without delay.
- 9.3.3. The Agency and the Government agree that an Award may be enforced against the Agency and/or the Government, as the case may be, and their respective assets wherever situated.
- 9.3.4. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

**SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED** For and on behalf of \_\_\_\_\_ For and on behalf of .....

Agency	:	National Handloom Development Corporation	:
(Signature)	:	(Signature)	:
(Name)	:	(Name)	:
(Designation)	:	(Designation)	:
(Address)	:	(Address)	:
Tel No.	:	Tel No.	:
(Fax No.)	:	(Fax No.)	:

In the presence of:

1. \_\_\_\_\_ 2. \_\_\_\_\_

Annex -1

**Terms of Reference**

[Reproduce Schedule I of RFP]

Annex – 2

**Deployment of Personnel**



Annex- 3

## **Bank Guarantee for Performance Security**

(Refer **Clause 6 of Schedule II**)

To

National Handloom Development Corporation  
Wegmans Business Park, Tower 1,  
Sector Knowledge Park -3, Greater Noida – 201306  
Uttar Pradesh

In consideration of National Handloom Development Corporation acting on behalf of the Ministry of Textiles, GoI (hereinafter referred as the “Authority”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s \_\_\_\_\_, having its office at (hereinafter referred as the “Agency” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a consultancy by issue of Authority’s Agreement no. \_\_\_\_\_ dated \_\_\_\_\_ valued at Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) for consultancy services for Master Planning, Fabrication, System Integration and Preservation and Maintenance of Crafts Museum at Varanasi, Uttar Pradesh (hereinafter referred to as the “Agreement”), and the Agency having agreed to furnish a Bank Guarantee amounting to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) to National Handloom Development Corporation for performance of the said Agreement.

1. We, \_\_\_\_\_ (hereinafter referred to as the “Bank”) at the request of the Agency do hereby undertake to pay to National Handloom Development Corporation an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) against any loss or damage caused to or suffered or would be caused to or suffered by National Handloom Development Corporation by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, \_\_\_\_\_ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from National Handloom Development Corporation stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by National Handloom Development Corporation by reason of breach by the said Agency of any of the terms or conditions contained in the said Agreement or by reason of the Agency’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

3. We undertake to pay to National Handloom Development Corporation any money so demanded notwithstanding any dispute or disputes raised by the Agency in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Agency shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of National Handloom Development Corporation under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till National Handloom Development Corporation certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Agency and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before a period of [one year] from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, \_\_\_\_\_ (indicate the name of Bank) further agree with National Handloom Development Corporation that National Handloom Development Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by National Handloom Development Corporation against the said Agency and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency or for any forbearance, act or omission on the part of National Handloom Development Corporation or any indulgence by National Handloom Development Corporation to the said Agency or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us .

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We, \_\_\_\_\_ (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of National Handloom Development Corporation in writing.

Dated the \_\_\_\_ day of \_\_\_\_\_ 200\_\_ For \_\_\_\_\_

(Name of Bank)

(Signature, Name and Designation of the Authorized Signatory) Seal of the Bank:

NOTES:

- i. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- ii. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

# APPENDICES

## **APPENDIX-I - TECHNICAL PROPOSAL**

### **Form - 1**

#### **Letter of Proposal**

(On Applicant's letter head)

(Date and Reference)

To,  
National Handloom Development Corporation  
Wegmans Business Park, Tower 1,  
Sector Knowledge Park -3, Greater Noida -201306  
Uttar Pradesh

Sub: Appointment of Agency for Master Planning, Fabrication, System Integration and Preservation and Maintenance of Crafts Museum at Varanasi, Uttar Pradesh

Dear Sir,

With reference to your RFP Document dated \_\_\_\_\_, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for appointment of Agency for Master Planning, Fabrication, System Integration and Preservation and Maintenance of Crafts Museum at Varanasi, Uttar Pradesh.

1. The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment of Agency for the aforesaid Project.
4. I/We shall make available to National Handloom Development Corporation any additional information it may find necessary or require to supplement or authenticate the Proposal.
5. I/We acknowledge the right of National Handloom Development Corporation to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that, we/ any of the consortium members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:

- a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by National Handloom Development Corporation;
- b. I/We do not have any conflict of interest in accordance with **Clause 2.8** of the RFP Document;
- c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in **Clause 4.1.1.3** of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Authority or any other public sector enterprise or any government, Central or State; and
- d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of **Clause 4** of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with **Clause 5.2** of the RFP document.
9. I/We declare that We/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Agency.
10. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.
13. I/We hereby irrevocably waives any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by National Handloom Development Corporation and / or the Government of India in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. The Bid Security of Rs. ----- (Rupees -----) in the form of a Demand Draft is attached, in accordance with the RFP document.

15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, I/We shall have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened.
16. I/We agree to keep this offer valid for \_\_\_\_\_ (\_\_\_\_\_) days from the Proposal Due Date specified in RFP.
17. A Power of attorney in favour of the authorized signatory to sign and submit this Proposal and documents is also attached herewith in **Form 5**.
18. In the event of my/our being selected as the Agency, I/We agree to enter into an Agreement in accordance with the format **Schedule – II** of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
19. The Financial Proposal is being submitted in a separate cover. This Pre Qualification Document read with the Technical Proposal and Financial Proposal shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature of the Authorized Signatory)

(Name and designation of the Authorized Signatory)

(Name and seal of the Applicant / Lead Member)

**Form - 2****Particulars of the Applicant**

1	<b>Title of Agency:</b>
2	<b>State whether applying as Sole Firm/ Agency or Lead Member of a consortium:</b> Sole Firm/ Agency or Lead member of Consortium
3	<b>State the following:</b> Name of Firm/ Agency :  <b>Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):</b>  <b>Country of incorporation:</b> <b>Registered address:</b> <b>Year of Incorporation:</b>  <b>Year of commencement of business:</b> <b>Principal place of business:</b>  <b>Particulars of individual(s) who will serve as the point of contact/ communication with National Handloom Development Corporation:</b> (a) Name: (b) Designation: (c) Company: (d) Address: (e) Telephone Number: (f) E-Mail Address : (g) Fax Number:  Name, Designation, Address and Phone Numbers of Authorized Signatory of the Applicant: Name: Designation: Company: Address: Phone No.: Fax No. :
4	<b>If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:</b> (i) Name of Firm/ Agency: (ii) Legal Status and country of incorporation (iii) Registered address and principal place of business.
5	<b>For the Applicant, (in case of a consortium, for each Member), state the following information:</b> i) In case of non-Indian company, does the company have business presence in India? - Yes/No

<p>If so, provide the office address (es) in India.</p> <p>ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for the poor quality of work in the past? - Yes/No</p> <p>iii) Has the Applicant/ member ever failed, in the past, to complete any work awarded to it by any public authority/ entity in the past? - Yes/No</p> <p>iv) Has the Applicant or any member of the consortium been blacklisted by any Govt. department/Public Sector Undertaking in the past? - Yes/No</p> <p>v) Has the Applicant or any of the members, in case of a consortium, suffered bankruptcy/ insolvency in the past? - Yes/No</p> <p>Note: If answer to any of the questions at ii) to v) is yes, the Applicant is not eligible</p>
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**Form - 3**

**Brief Description of the Firm/ Agency Including Details of Its Main Lines of Business**

## Form - 4

### Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant)

Ref. Date:

To,  
National Handloom Development Corporation  
Wegmans Business Park, Tower 1,  
Sector Knowledge Park -3, Greater Noida – 201306  
Uttar Pradesh

Sub: Appointment of Agency for Master Planning, Fabrication, System Integration and Preservation and Maintenance of Crafts Museum at Varanasi, Uttar Pradesh

Dear Sir,

We hereby confirm that we, the Applicant Agency (along with other members in case of consortium, constitution of which has been described in the Proposal\*), satisfy the terms and conditions laid out in the RFP process.

We have agreed that \_\_\_\_\_ (insert Applicant's name) will act as the Lead Member of our consortium.

We have agreed that \_\_\_\_\_ (insert individual's name) will act as our Authorized Representative/ will act as the Authorized Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Yours faithfully,

Authorized Signatory

For and on behalf of

*\*Please strike out whichever is not applicable*

## Form - 5

### Power of Attorney

Know all men by these presents, We, \_\_\_\_\_(name of Firm/ Agency and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./ Ms\_\_\_\_\_ son/daughter/wife and presently residing at \_\_\_\_\_, who is presently employed with us and holding the position of \_\_\_\_\_as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Agency for Master Planning, Fabrication, System Integration and Preservation and Maintenance of Crafts Museum at Varanasi, Uttar Pradesh proposed to be undertaken by the National Handloom Development Corporation including but not limited to signing and submission of all applications, proposals and other documents and writings, participate in pre-bid and other conferences and providing information/ responses to National Handloom Development Corporation, representing us in all matters before National Handloom Development Corporation, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with National Handloom Development Corporation in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with National Handloom Development Corporation.

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_DAY OF \_\_\_\_\_ 20\_\_\_\_For\_\_\_\_\_

(Signature)

(Name, Title and Address)

Witnesses:

1.

[Notarized]

2. Accepted

(Signature)

(Name, Title and Address of the Attorney)

*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 executants(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 Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant: For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

**Form - 6**  
**Financial Capacity of the Applicant Firm/ Agency**

Please attach Audited Annual Financial Statements for all the corresponding years from the CHARTED ACCOUNTANT stating clearly that the annual revenues provided below has been from the services related to Conceptualizing, Planning, Designing, Exhibiting, Operating Crafts Museum, Textiles/ Handlooms/ Art Galleries, Exhibitions, Cultural Activities, Conventional Centres etc as applicable.

<b>S. No.</b>	<b>Financial Year</b>	<b>Annual Revenue (In Crore)</b>
1		
2		
3		
4		
5		

**Form - 7**  
**Particulars of Key Personnel**

<b>Key Professional</b>	<b>Name</b>	<b>Educational Qualification</b>	<b>Length of Professional Experience (years)</b>	<b>Present Employment (Name of the Employer &amp; Employed Since)</b>	<b>Number of Eligible Assignments</b>

**Form - 8**  
**Proposed Methodology and Work Plan**

The descriptive part of submission under this will be detailed precisely under the following topics.

1. Understanding of TOR [not more than Three pages]

The Applicant will submit his understanding of the TOR specified in the RFP in a brief manner underlying the crucial and important aspects of it. The Applicant may supplement various requirements of the TOR if he considers this would bring more clarity and improvements over the existing requirements and assist in achieving the Objectives laid down in the TOR.

1. Proposed Approach [not more than Three pages]

2. Methodology and Work Plan [not more than three pages]

The Applicant will submit his methodology for carrying out this assignment to achieve the Objectives laid down in the TOR. The Applicant will submit a brief write up on their proposed team and organization of personnel explaining how various areas of expertise needed for this assignment have been fully covered by their proposal. In case the Applicant is a consortium, it should specify how expertise of each firm is proposed to be utilized for this assignment. The Applicant should specify the sequence and locations of important activities, and quality assurance plan for carrying out the Consultancy Services.

*Note: Marks will be deducted for writing lengthy and out of context responses.*

**Form - 9****Eligible Assignments of Applicant Firm/ Agency**

Please provide information as per the criteria set so as to facilitate fair evaluation

<b>Assignment Name:</b>		<b>Country:</b>
<b>Location within Country:</b>		<b>Professional Staff Provided by your Firm / entity (profiles):</b>
<b>Name of Client :</b>		<b>No. of Staff:</b>
<b>Address:</b>		<b>No. of Staff-Months: Duration of assignment:</b>
<b>Start Date (Month/Year):</b>	<b>Completion Date (Month/Year):</b>	<b>Approx. Value of Services (in Rupees):</b>
<b>Name of Associated firm (s) if any :</b>		<b>No. of Months of Professional Staff provided by Associated firm (s):</b>
<b>Name of senior staff (Project Director / Coordinator, Team Leader) involved and functions performed:</b>		
<b>Narrative description of Project:</b>		
<b>Description of Actual Services provided by your staff:</b>		

*Notes:*

*Use separate sheet for each Eligible Project.*

*Exchange rate should be taken as Rs.60 per US \$ for converting in Indian Rupees*

*Applicant should submit the supportive document for each of the eligible assignment*

**Form - 10**

Please provide information as per the criteria set so as to facilitate fair evaluation

**Curriculum Vitae (CV) of Professional Personnel**

**1. Proposed Position** *[only one candidate shall be nominated for each position]:*

**2. Name of Firm** *[Insert name of firm proposing the expert]:*

**3. Name of Expert** *[Insert full name]:*

**4. Date of Birth: Citizenship:**

**5. Education** *[Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]:*

**6. Membership of Professional Associations:**

**7. Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:*

**8. Countries of Work Experience:** *[List countries where expert has worked in the last ten years]:*

**9. Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:*

**10. Employment Record** *[Starting with present position, list in reverse order every employment held by expert since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]:

To [Year]:

Employer:

Positions held:

**NOTE: Maximum of 5 pages**

**11. Detailed Tasks Assigned**

*[List all tasks to be performed under this assignment]*

**12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**

*[Among the assignments in which the expert has been involved, indicate the following information for those assignments that best illustrate the expert's capability to handle the tasks listed under point 11.]*



	Name of assignment or project: Year: Location: Client: Main project features: Positions held: Activities performed:
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**13. Certification:**

I, the undersigned, certify to the best of my knowledge and belief this CV correctly describes my qualifications and my experience I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

*[Signature of expert]*

*Day/Month/Year*

Notes:

The Authorized Representative of the Applicant firm shall sign use separate form for each Professional Personnel Each page of the CV in ink. Photocopies will not be considered.

**Form – 11**

**Work Program**

S.No	Deliverables as per the TOR	Name of Responsible	Week No.						
			1.	2.	3.	4.	5.		
1.									
2.									
3.									
4.									
5.									
6.									

## APPENDIX II – FINANCIAL PROPOSAL

Ref.

Date:

To,  
**National Handloom Development Corporation**  
Wegmans Business Park, Tower 1,  
Sector Knowledge Park -3, Greater Noida – 201306  
Uttar Pradesh

Sub: Appointment of Agency for Master Planning, Fabrication, System Integration and Preservation, Operation and Maintenance of Crafts Museum at Varanasi, Uttar Pradesh

Dear Sir,

We have perused the proposal documents, as per the Scope of work as per Schedule I to the RFP Document and other details and are willing to undertake and complete the assignments as per terms and conditions stipulated in the proposal document.

Our offer is inclusive of incidentals, overheads, traveling expenses, printing and binding of reports, staff, material, all sundries, all other expenditure including all taxes excluding service tax for execution of this assignment covering all 'Terms and conditions' (as per this RFP) is Rs \_\_\_\_\_ (i.e., in words Rupees \_\_\_\_\_) + Service Tax.

This offer is valid for a period of 90 days from the date of opening of the bid (bid due date)

Yours Sincerely

Signature (Authorized Signatory)

Name:

Address:

For and on behalf of

*Note: The payment for the lump sum fee to be quoted by the bidder will be made only in Indian rupees. The fee shall be quoted in Indian Rupees only.*