



Government of Gujarat

Development Support Agency of Gujarat

Volume - 2

Draft Agreement

For

**Selection of a Design and Project Management Consultant (DPMC) for
Museum, Curation and Allied Works of National Tribal Freedom Fighters
Museum at Garudeshwar, Rajpipla, Narmada District**

BID DOWNLOADING	01/08/2024 from 11:00 hours IST
PRE-BID MEETING (Physical & Online both)	12/08/2024 at 16:00 hours IST Meeting Link: https://meet.google.com/krb-jris-inm
LAST DATE OF ONLINE SUBMISSION	21/08/2024 up to 18:00 hours
LAST DATE OF PHYSICAL DOCUMENT SUBMISSION	21/08/2024 up to 18:00 hours
DATE OF TECHNICAL BID OPENING	22/08/2024 at 11:00 hours IST
PRESENTATION	Time and place shall be Announced later

**Development Support Agency of Gujarat
Third Floor, Birsa Munda Bhavan,
Gandhinagar - 382010, Gujarat**

Date of Issue – 1st August 2024

Table of Contents

1	GENERAL.....	2
1.1	Definitions and Interpretation.....	2
1.2	Relation between parties	4
1.3	Rights and obligations	5
1.4	Governing law and jurisdiction	5
1.5	Language	5
1.6	Table of contents and headings	5
1.7	Notices.....	5
1.8	Location.....	6
1.9	Authority of Member-in-charge	6
1.10	Authorised Representatives	6
1.11	Taxes and duties.....	6
1.12	Interpretation	7
1.13	Rule of Construction.....	8
1.14	Assignment	8
1.15	Not Used	9
2	COMMENCEMENT, COMPLETION AND TERMINATION OF DPMC CONTRACT	10
2.1	Effectiveness of DPMC Contract	10
2.2	Commencement of Services	10
2.3	Termination of DPMC Contract for failure to commence Services	10
2.4	Expiry of DPMC Contract.....	10
2.5	Entire DPMC Contract	10
2.6	Modification of DPMC Contract.....	10
2.7	Force Majeure	11
2.8	Suspension of DPMC Contract.....	13
2.9	Termination of DPMC Contract.....	13
3	OBLIGATIONS OF THE DPMC AGENCY	16
3.1	General	16
3.2	Conflict of Interest.....	16
3.3	Confidentiality.....	18
3.4	Liability of the DPMC Agency	19
3.5	Insurance to be taken out by the DPMC Agency	20
3.6	Accounting, inspection and auditing	20

3.7	DPMC Agency's actions requiring the Authority's prior approval.....	21
3.8	Reporting obligations	21
3.9	Documents prepared by the DPMC Agency to be property of the Authority	22
3.10	Equipment and materials furnished by the Authority.....	22
3.11	Providing access to Project and Personnel.....	22
3.12	Accuracy of Documents.....	23
4	DPMC AGENCY'S PERSONNEL AND SUB-CONSULTANTS.....	23
4.1	General	23
4.2	Approval of Personnel	24
4.3	Substitution of Key Personnel	24
5	OBLIGATIONS OF THE AUTHORITY	24
5.1	Assistance in clearances etc.....	24
5.2	Access to land and property.....	24
5.3	Change in Applicable Law	25
5.4	Payment.....	25
6	PAYMENT TO THE DPMC AGENCY.....	25
6.1	Cost estimates and Contract fee.....	25
6.2	Currency of payment	26
6.3	Mode of billing and payment	26
7	LIQUIDATED DAMAGES AND PENALTIES.....	27
7.1	Performance Security	27
7.2	Liquidated Damages	27
7.3	Penalty for deficiency in Services	28
8	FAIRNESS AND GOOD FAITH.....	28
8.1	Good Faith.....	28
8.2	Operation of the DPMC Contract.....	28
9	MONITORING OF SERVICES	29
9.1	Monthly Status Reports	29
9.2	Inspection of Services	29
9.3	Remedial Measures	29
10	CHANGE OF SCOPE.....	29
10.1	Change of Scope	29
10.2	Procedure for Change of Scope	30
11	SETTLEMENT OF DISPUTES	30
11.1	Amicable settlement	30

11.2	Dispute resolution.....	30
11.3	Conciliation	30
11.4	Arbitration	31
	Annexure-1: Terms of Reference.....	33
	PART 1: DESIGN PHASE.....	33
	Part 1(A): Site Assessment	33
	Part 1(B): Overall Comprehensive Scope of Work	34
	Part 1(C): Design Development Works	36
	Inception Report.....	36
	Concept Design.....	36
	Schematic Design.....	37
	Detail Design Development.....	37
	Part 1(D): Exhibit Design, Curation and Gallery design works with related Cost Estimation (Refer enlisted tasks & design development process parts).....	39
	Part 1(E): Coordination works and Estimation	40
	Cost estimation.....	40
	Part 1 (F)Preparation of Tender Drawings and Tender Documents	41
	PART 2: PROJECT MANAGEMENT AND SITE SUPERVISION PHASE.....	42
	Part 2 (A): Release of drawings during construction.....	42
	Part 2(B): Execution and implementation of work	43
	Part 2(C): Quality Control	45
	Part 2(D): Post Construction Services (Testing, Commissioning & Handover)	46
	Annex 2: Deployment of Personnel	48
	Annexure 3: Detailed Design Process to be adopted by the Bidder	55
	Annexure 4: Sample Design Basis Report for Reference	58
	Annexure 5: Cost of Services	62
	Annexure 6: Payment and Time Schedule.....	63
	Annexure 7: Bank Guarantee for Performance Security	65

DPMC Contract
for Selection of a Design and Project Management Consultant (DPMC) for
Museum Curation and Allied Works of National Tribal Freedom Fighters
Museum at Garudeshwar, Rajpipla, Narmada District

This Design and Project Management Consultant Contract (hereinafter referred to as “**DPMC Contract**”) is made and entered into at Gandhinagar on the __ day of ____, 20__:

BETWEEN

Development Support Agency of Gujarat, Government of Gujarat represented by its Chief Executive Officer (CEO) and having its principal offices at Birsa Munda Bhavan, Sector 10A, Gandhinagar, (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the First Part,

AND

[Name of the Selected Bidder/ Consortium to be inserted with details of their registered address; in case of Consortium the names of all the members forming the Consortium with details of their registered address should be inserted]
(Hereinafter referred to as the “**DPMC Agency**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the Other Part.

The Authority and the DPMC Agency shall individually be referred to as ‘**Party**’ and collectively as ‘**Parties**’.

WHEREAS

The Authority is an organization functioning under the aegis of the Government of Gujarat (“**GOG**”) and is responsible for implementation of projects for tribal welfare.

The Authority has been entrusted with the role of development of National Tribal Freedom Fighters Museum at Garudeshwar, Narmada District (“**Museum Project**”) (hereinafter referred to as the “**Project**”).

- A. The Authority had invited proposals vide Request for Proposal Document bearing No..... (the “**RFP**”) for appointment of a Design and Project Management Consultancy Agency (DPMC) for providing Services in connection with the Project.
- B. After evaluation of the Bid(s) received, the Authority has accepted the bid of the DPMC Agency and issued a letter of intent (hereinafter called the “**LOI**”) to the DPMC Agency requiring, interalia, the execution of this DPMC Contract.
- C. The DPMC has agreed to undertake and perform its obligations with respect to the Project, subject to and on the terms and conditions set forth hereinafter.

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this DPMC Contract, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties 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 DPMC Contract shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a) **“Actual Project Cost”** shall be the Project Cost discovered by the Authority upon selection of the Construction Agency (“Actual Project Cost”) and it shall include cost towards the completion of balance civil works, MEPF works, Landscaping, Gallery Interior works, the costs of objects/creatives/attractions /artefacts/ exhibits/ instruments/ collectibles/ equipment/ simulation systems/ content etc. to the extent of the design and drawings submitted by DPMC. Actual project cost shall be exclusive of GST and the Maintenance cost for the project.
- b) **“Affected Party”** shall have the meaning set forth in Clause 2.7.1;
- c) **“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;
- d) **“Authority”** shall mean the Development Support Agency of Gujarat, Government of Gujarat;
- e) **“Award”** shall have the meaning set forth in Clause 11.4.3;
- f) **“DPMC Contract”** means this contract, together with all the Annexures.
- g) **“Design and Project Management Consultant”** or **“DPMC”** shall mean the agency which would work towards Museum design, curation, exhibit design, detail engineering and site supervision of works for the museum and allied works enlisted in the scope of the work of the project.
- h) **“Change of Scope”** shall have the meaning set forth in Clause 10.1
- i) **“Change of Scope Notice”** shall have the meaning set forth in Clause 10.2
- j) **“Change of Scope Order”** shall have the meaning set forth in Clause 10.2;
- k) **“Confidential Information”** shall have the meaning set forth in Clause 3.3;
- l) **“Conflict of Interest”** shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- m) **“Contract Documents”** shall have the meaning set forth in Clause 3.9.1;

- n) “**Construction Agency**” shall mean the agency appointed by the Authority for execution of the interior and exhibit fabrication, construction, installations and maintenance work of the remaining Balance Works of the Project;
- o) “**Contract fee**” shall have the meaning set forth in Clause 6.1.1;
- p) “**Cure Period**” means the period specified in this DPMC Contract for curing any breach or default of any provision of this DPMC Contract by the Party responsible for such breach or default.
- q) “**Dispute**” shall have the meaning set forth in Clause 11.2.1.
- r) “**Due Date**” shall have the meaning set forth in Clause 6.3;
- s) “**Effective Date**” means the date on which this DPMC Contract comes into force and effect pursuant to execution of the DPMC Contract;
- t) “**Expatriate Personnel**” means such persons who at the time of being so hired had their domicile outside India;
- u) “**Estimated Project Cost**” shall mean an amount equivalent to INR 153 Crores.
- v) “**Force Majeure**” or “**Force Majeure Event**” shall have the meaning set forth in Clause 2.7.1;
- w) “**GOG**” means the Government of Gujarat;
- x) “**INR, Re. or Rs.**” means Indian Rupees;
- y) “**Inspection Report**” shall have the meaning set forth in Clause 9.2;
- z) “**Member**”, in case the DPMC 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;
- aa) “**Party**” means the Authority or the DPMC Agency, as the case may be, and Parties means both of them;
- bb) “**Payment Schedule**” shall mean the schedule of timeline and payments set forth in Annexure 6 of this DPMC Contract;
- cc) “**Performance Security**” shall have the meaning set forth in Clause 7.1;
- dd) “**Personnel**” means persons hired by the DPMC Agency or by any Consortium as employees and assigned to the performance of the Services or any part thereof;
- ee) “**Prohibited Practices**” shall have the meaning set forth in Clause 3.2.5;
- ff) “**Project**” shall have the meaning of setting up the National Tribal Freedom Fighters Museum at Garudeshwar , Rajpipla, Narmada District
- gg) “**Resident Personnel**” means such persons who at the time of being so hired had their domicile inside India;

- hh) “**RFP**” means the Request for Proposal document in response to which the DPMC Agency’s proposal for providing Services was accepted;
- ii) “**Services**” means the work to be performed by the DPMC Agency pursuant to this DPMC Contract, as described in the Terms of Reference hereto;
- jj) “**Site**” shall mean that specific area specified in the bid documents and shall include any other places as may be specifically designated by the Authority from time to time as forming part of the site;
- kk) “**Term**” shall have the meaning set forth in Clause 2.1;
- ll) “**TOR**” shall mean the terms of reference set forth in Annexure I of this DPMC Contract;
- mm) “**Third Party**” means any person or entity other than the Government, the Authority, the DPMC Agency or a Professional Advisor.

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

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

- a) DPMC Contract;
- b) Annexures of DPMC Contract;
- c) RFP, Corrigendum and pre-proposal conference responses; and
- d) LOI.

- 1.1.3 Subject to Clause 1.1.2, in case of ambiguities or discrepancies within this DPMC Contract, the following shall apply:

- a) between two or more Clauses of this DPMC Contract, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- b) between the Clauses of this DPMC Contract and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
- c) between any value written in numerals and that in words, the latter shall prevail

1.2 Relation between parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the DPMC Agency. The DPMC Agency shall, subject to this DPMC Contract, 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 the Authority and the DPMC Agency shall be as set forth in the DPMC Contract, in particular:

- (a) the DPMC Agency shall carry out the Services in accordance with the provisions of the DPMC Contract; and
- (b) the Authority shall make payments to the DPMC Agency in accordance with the provisions of the DPMC Contract.

1.4 Governing law and jurisdiction

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

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 DPMC Contract 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 DPMC Contract are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this DPMC Contract.

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 DPMC Contract shall be in writing and shall:

- (a) in the case of the DPMC Agency, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the DPMC Agency's Representative set out below in Clause 1.10 or to such other person as the DPMC Agency may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause
 - (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the DPMC Agency may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the DPMC Agency; provided that if the DPMC Agency does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier. However, for the said phase of the project, the DPMC Agency has to set up office at Gandhinagar or

Ahmedabad for getting all sanctions, approvals etc. from the Authority. Project work office is to be established at Gandhinagar or Ahmedabad.

- (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 and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the DPMC Agency. The office of 150 sq mts carpet area is to be set up at Gandhinagar or Ahmedabad to facilitate day to day coordination with the Authority with all required set up of services including Meeting room.

1.9 Authority of Member-in-charge

In case the DPMC 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 DPMC Agency's rights and obligations towards the Authority under this DPMC Contract, including without limitation the receiving of instructions and payments from the Authority.

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 DPMC Contract by the Authority or the DPMC Agency, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.
- 1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

Chief Executive Officer,
Development Support Agency of Gujarat,
Birsa Munda Bhawan,
Sector 10A, Gandhinagar, Gujarat
Email-ceo-dsag@gujarat.gov.in

- 1.10.3 The DPMC Agency may designate one of its employees as DPMC Agency's Representative. **Unless otherwise notified, the DPMC Agency's Representative shall be Project Director cum Team Leader**

1.11 Taxes and duties

Unless otherwise specified in the DPMC Contract, the DPMC Agency shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties regarding the deduction of such taxes as may be lawfully imposed on it.

1.12 Interpretation

1.12.1 In this DPMC Contract, unless the context otherwise requires:

- (a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or can apply to any transaction entered hereunder.
- (b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted.
- (c) references to a “person” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns.
- (d) the words “include” and “including” are to be construed without limitation and shall be deemed to be followed by “without limitation” or “but not limited to” whether they are followed by such phrases.
- (e) any reference to any period shall mean a reference to that according to Indian Standard Time.
- (f) any reference today shall mean a reference to a calendar day.
- (g) references to a “business day” shall be construed as a reference to a day (other than a Sunday) on which banks in Gandhinagar, Gujarat are generally open for business.
- (h) any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days and dates; provided that if the last day of any period computed under this DPMC Contract is not a business day, then the period shall run until the end of the next business day;
- (i) the words importing singular shall include plural and vice versa.
- (j) references to any gender shall include the other and the neutral gender.
- (k) “lakh” means a hundred thousand (1,00,000) and “crore” means ten million (10,00,00,000);
- (l) “indebtedness” shall be construed to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent.
- (m) references to the “winding-up”, “dissolution”, “insolvency”, or “rehabilitation” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up,

reorganization, dissolution, arrangement, protection or relief of debtors;

- (n) any reference, at any time, to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;
- (o) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this DPMC Contract from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party in this behalf and not otherwise.
- (p) The Schedules to this DPMC Contract form an integral part of this DPMC Contract and will be in full force and effect as though they were expressly set out in the body of this DPMC Contract.
- (q) references to Articles, Clauses, Sub-clauses or Schedules in this DPMC Contract shall, except where the context otherwise requires, mean references to Articles, Clauses, Sub-clauses and Schedules of or to this DPMC Contract, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this DPMC Contract or of the Schedule in which such reference appears; and
- (r) the damages payable by either Party to the other of them, as set forth in this DPMC Contract, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty.

1.13 Rule of Construction

The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

Any word or expression used in this DPMC Contract shall, unless otherwise defined or construed in this DPMC Contract, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

1.14 Assignment

This DPMC Contract shall not be assigned by the DPMC Agency to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason. The DPMC Agency shall not create nor permit to subsist any encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this DPMC Contract to which the DPMC Agency is a party except with prior consent in writing of the Authority, which consent

the Authority shall be entitled to decline without assigning any reason. **No sub-letting of the work is permitted.**

Notwithstanding anything to the contrary contained in this DPMC Contract, the Authority may, after giving 30 (sixty) days' notice to the DPMC Agency, assign any of its rights and benefits and/or obligations under this DPMC Contract; to an assignee who is, in the reasonable opinion of the Authority, capable of fulfilling all the Authority's then outstanding obligations under this DPMC Contract.

1.15 Not Used

2 COMMENCEMENT, COMPLETION AND TERMINATION OF DPMC CONTRACT

2.1 Effectiveness of DPMC Contract

The Term of the DPMC Contract shall commence from the Effective Date and end on the expiry of the period set out in Clause 2.2 (b) (unless the DPMC Contract is terminated earlier by issuance of a Termination Notice by any Party) (“**Term**”)

2.2 Commencement of Services

The DPMC Agency shall commence the Services from the Effective Date, unless otherwise agreed by the Parties.

Subject to and in accordance with the provisions of this DPMC Contract, the DPMC Agency shall provide the Services set out in Annexure 1 during the undermentioned as per Annexure 6 Payment and Time schedule of Volume 2.

2.3 Termination of DPMC Contract for failure to commence Services

If the DPMC Agency does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks’ notice to the DPMC Agency, declare this DPMC Contract to be null and void, and in the event of such a declaration, the Bid Security of the DPMC Agency shall stand forfeited.

2.4 Expiry of DPMC Contract

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this DPMC Contract shall, unless extended by the Parties by mutual consent, expire either upon completion of the Project with DLP Period. DLP period for the Construction Agency shall be 12 months after issue of completion certificate by DPMC. The scope of DPMC shall be worked out separately by the Authority for review of the works periodically.

2.5 Entire DPMC Contract

2.5.1 This DPMC Contract and the Annexures 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 DPMC Contract are abrogated and withdrawn; provided, however, that the obligations of the DPMC Agency arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this DPMC Contract.

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

2.6 Modification of DPMC Contract

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

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this DPMC Contract, “**Force Majeure**” or “**Force Majeure Event**” 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 (“**Affected Party**”), 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 DPMC Contract, 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 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

- (a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Clause 2.7 with evidence in support thereof;
- (b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party’s performance of its obligations under this DPMC Contract;
- (c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- (d) any other information relevant to the Affected Party’s claim

The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this DPMC Contract.

For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required in this Clause 2.7.2, and such other information as the other Party may reasonably request the Affected Party to provide.

2.7.3 No breach of DPMC Contract

The failure of a Party to fulfil any of its obligations hereunder shall not be considered

to be a breach of, or default under, this DPMC Contract 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 DPMC Contract. Further, when the Affected Party is able to resume performance of its obligations under this DPMC Contract, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

2.7.4 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 fulfil its obligations hereunder with a minimum of delay.

(b) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.5 Extension of time

Any period within which a Party shall, pursuant to this DPMC Contract, 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 because of Force Majeure.

2.7.6 Payments

During the period of its inability to perform the Services because of an event of Force Majeure, the DPMC Agency shall be entitled to be reimbursed for 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.

2.7.7 Consultation

Not later than 30 (thirty) days after the DPMC Agency 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.

2.7.8 Effect of Force Majeure on DPMC Contract

At any time after the commencement of the Term, if any Force Majeure Event occurs whereupon the DPMC Agency is unable to provide the Services during the period for which Force Majeure exists, no payments shall be made by the Authority to the DPMC Agency and appropriate deductions shall be made by the Authority at the time of settling the amounts due towards the Contract fee. However, the DPMC Agency shall not be liable to pay any damages to the Authority in case it is unable to provide the Services on account of any Force Majeure Event.

2.7.9 Allocation of Costs

Upon occurrence of any Force Majeure Event during the Term, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

Save and except as expressly provided in this Clause 2.7, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

2.7.10 Termination Payment for Force Majeure Event

If Termination is on account of any of the Force Majeure Events, the Authority shall return the Performance Security to the DPMC Agency. The DPMC Agency shall take appropriate insurance cover for hedging risks associated with the events of Force Majeure.

2.7.11 In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

2.8 Suspension of DPMC Contract

The Authority may, by written notice of suspension to the DPMC Agency, suspend all payments to the DPMC Agency hereunder if the DPMC Agency shall be in breach of this DPMC Contract or shall fail to perform any of its obligations under this DPMC Contract, 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 DPMC Agency to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the DPMC Agency of such notice of suspension.

2.9 Termination of DPMC Contract

2.9.1 By the Authority

The Authority may, by not less **than 30 (thirty) days' written notice of termination to the DPMC Agency, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this DPMC Contract if:**

- (a) The DPMC 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 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing.
- (b) The DPMC 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 DPMC Agency fails to comply with any final decision reached because of arbitration proceedings pursuant to Clause 11 hereof.
- (d) The DPMC Agency submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the DPMC Agency knows to be false.

- (e) Any document, information, data or statement submitted by the DPMC Agency in its Proposals, based on which the DPMC Agency was considered eligible or successful, is found to be false, incorrect or misleading.
- (f) As the result of Force Majeure, the DPMC Agency is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) The Authority, in its sole discretion and for any reason whatsoever, decides to terminate this DPMC Contract.

2.9.2 By the DPMC Agency

The DPMC Agency may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this DPMC Contract if:

- (a) the Authority fails to pay any money due to the DPMC Agency pursuant to this DPMC Contract and not subject to dispute pursuant to Clause 9 hereof within 45 (forty- five) days after receiving written notice from the DPMC Agency that such payment is overdue.
- (b) the Authority is in material breach of its obligations pursuant to this DPMC Contract and has not remedied the same within 45 (forty-five) days (or such longer period as the DPMC Agency may have subsequently granted in writing) following the receipt by the Authority of the DPMC Agency's notice specifying such breach.
- (c) as the result of Force Majeure, the DPMC Agency is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) the Authority fails to comply with any final decision reached because of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this DPMC Contract pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this DPMC Contract 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, or which expressly survive such termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the DPMC Agency's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the DPMC Agency's Services provided under this DPMC Contract; and (iv) any right or remedy which a Party may have under this DPMC Contract or the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this DPMC Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the DPMC Agency 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 DPMC Agency and equipment and materials furnished by the Authority, the DPMC Agency

shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this DPMC Contract pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the DPMC Agency:

Remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination/

In case the DPMC Contract is terminated by the Authority as per Clause 2.9.1, the Authority shall be entitled to forfeit the Performance Security furnished by the DPMC Agency.

In case the DPMC Contract is terminated by the DPMC Agency as per Clause 2.9.2, the Authority shall be obligated to return the Performance Security furnished by the DPMC Agency.

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 10 hereof, and this DPMC Contract shall be considered to have been terminated on account of such event, except in accordance with the terms of any resulting arbitral award.

The Authority has the right to appoint another Agency during the period of resolution of the dispute in Arbitration, to keep the work on-going for the completion of the project. The Authority has the right to decide to continue/ discontinue the services provided by such Agency based on the result of Arbitration.

3 OBLIGATIONS OF THE DPMC AGENCY

3.1 General

3.1.1 Standards of Performance

The DPMC 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 safe and effective equipment, machinery, materials and methods. The DPMC Agency shall always act, in respect of any matter relating to this DPMC Contract or to the Services, as a faithful adviser to the Authority, and shall always support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the DPMC Agency is specified in the Terms of Reference (the “**TOR**”) at Annexure-1 of this DPMC Contract. The DPMC Agency shall provide and submit all the deliverables/documents/surveys/submissions specified in Annexure 6 with the time schedule stated therein.

3.1.3 Applicable Laws

The DPMC 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 DPMC Agency and any Sub-Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

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

3.2.2 DPMC Agency and Affiliates not to be otherwise interested in the Project

The DPMC Agency agrees that, during the term of this DPMC Contract and after its termination, the DPMC Agency or any entity affiliated with the DPMC Agency, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this project or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the DPMC Agency shall include a partner in the DPMC Agency's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the DPMC Agency, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the DPMC Agency nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (s) during the term of this DPMC Contract, any business or professional activities which would conflict with the activities assigned to them under this DPMC Contract.
- (t) after the termination of this DPMC Contract, such other activities as may be specified in the DPMC Contract; or
- (u) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 DPMC Agency not to benefit from commissions, discounts, etc.

The remuneration of the DPMC Agency pursuant to Clause 6 hereof shall constitute the DPMC Agency's sole remuneration in connection with this DPMC Contract or the Services and the DPMC Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this DPMC Contract or to the Services or in the discharge of its obligations hereunder, and the DPMC Agency shall use its best efforts to ensure that any Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5 The DPMC Agency and its Personnel shall observe the highest standards of ethics and shall not have 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 DPMC Contract, the Authority shall be entitled to terminate this DPMC Contract forthwith by a communication in writing to the DPMC Agency, without being liable in any manner whatsoever to the DPMC Agency, if it determines that the DPMC 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 DPMC Contract. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this DPMC Contract, if the DPMC Agency is found by the Authority 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 DPMC Contract, the DPMC Agency shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the DPMC Agency is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

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

- (a) “**corrupt practice**” means (i) 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 the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the DPMC Contract 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 DPMC Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the DPMC Contract, who at any time has been or is a legal, financial or technical adviser the Authority 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 the Authority under this DPMC Contract;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority 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 DPMC Agency, and its Personnel shall not, either during the term or within two years after the expiration or termination of this DPMC Contract disclose any proprietary information, including information relating to reports, data, drawings, design 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 the Authority to the DPMC Agency, and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the DPMC Agency is under an obligation to keep

confidential in relation to the Project, the Services or this DPMC Contract ("**Confidential Information**"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the DPMC Agency, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the DPMC Agency, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the DPMC Agency, and its Personnel.
- (ii) was obtained from a third party with no known duty to maintain its confidentiality.
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the DPMC Agency, and its Personnel shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the DPMC Agency or its Personnel, as is reasonable under the circumstances; provided, however, that the DPMC Agency or its Personnel, 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 DPMC Agency

- 3.4.1 The DPMC Agency's liability under this DPMC Contract shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2 The DPMC Agency shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority 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 wilful misconduct on the part of the DPMC Agency or on the part of any person or firm acting on behalf of the DPMC Agency in carrying out the Services, the DPMC Agency, with respect to damage caused to the Authority's property, shall not be liable to the Authority:
 - (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds (a) the Contract fee set forth in Clause 6.1.2 of this DPMC Contract, or (b) the proceeds the DPMC Agency may be entitled to receive from any insurance maintained by the DPMC Agency to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.
- 3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the DPMC Agency's liability, if any, for damage to Third Parties caused by the DPMC Agency or any person or firm acting on behalf of the DPMC Agency in carrying out the Services subject, however, to a limit equal to 100% (one hundred percent) of the Contract fee.

3.5 Insurance to be taken out by the DPMC Agency

- 3.5.1 (a) The DPMC Agency shall, for the duration of this DPMC Contract, take out and maintain, at its own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the DPMC Contract and in accordance with good industry practice.
- (b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the DPMC Agency shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this DPMC Contract.
- (c) If the DPMC Agency fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this DPMC Contract, have the option, without prejudice to the obligations of the DPMC Agency, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the DPMC Agency, and the DPMC Agency shall be liable to pay such amounts on demand by the Authority.
- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the DPMC Agency and the DPMC Agency shall procure an undertaking from the insurance company to this effect; provided that in the event the DPMC Agency has a general insurance policy that covers the risks specified in this DPMC Contract and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the DPMC Agency or require an undertaking to that effect.
- 3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:
- (a) Third Party liability insurance as required under Applicable Laws and Good Industry Practices and professional liability insurance for an amount no less than the Contract fee.
- (b) employer's liability and workers' compensation insurance in respect of the Personnel of the DPMC Agency and of any Sub-Consultant, in accordance with Applicable Laws; and
- (c) professional liability insurance for an amount no less than the consultancy fee

3.6 Accounting, inspection and auditing

The DPMC Agency shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this DPMC Contract, 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 DPMC Agency's costs and charges); and

- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this DPMC Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.7 DPMC Agency's actions requiring the Authority's prior approval

The DPMC Agency shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Professional Personnel as are not listed in Annexure–1, or;
- (b) any other action that is specified in this DPMC Contract.

3.8 Reporting obligations

The DPMC Agency shall submit to the Authority the reports and documents specified in the DPMC Contract, in the form, in the numbers and within the time periods set forth therein.

3.9 Documents prepared by the DPMC Agency to be property of the Authority

- 3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as “Contract Documents”) prepared by the DPMC Agency (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Contract Documents shall vest with the Authority. Any Contract Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Contract Document is created and the DPMC Agency agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the DPMC Agency.
- 3.9.2 The DPMC Agency shall, not later than termination or expiration of this DPMC Contract, deliver all Contract Documents to the Authority, together with a detailed inventory thereof. The DPMC Agency may retain a copy of such Contract Documents. The DPMC Agency or a Third Party shall not use these Contract Documents for purposes unrelated to this DPMC Contract without the prior written approval of the Authority.
- 3.9.3 The DPMC Agency shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as ‘Claims’) which may arise from or due to any unauthorised use of such Contract Documents, or due to any breach or failure on part of the DPMC Agency or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.10 Equipment and materials furnished by the Authority

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

3.11 Providing access to Project and Personnel

The DPMC Agency shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project, the Site and to all Personnel during office hours. The Authority’s official, who has been authorized by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the DPMC Agency and verify the records relating to the Services for his satisfaction.

The DPMC Agency shall at its own cost arrange for office space and accommodation for its personnel on the Project Site and in Ahmedabad or Gandhinagar. The DPMC

Agency's office in Ahmedabad or Gandhinagar should be of a minimum of 150 sqmt and should be full furnished with complete IT infra and a meeting room having videoconferencing facilities. The Authority shall not provide office space for DPMC Agency's personnel to be deployed as per project requirement at its office in Gandhinagar or Ahmedabad.

The DPMC Agency shall at its own cost arrange for visits to the project site and meetings at Delhi and/or Gandhinagar and/or Ahmedabad. All field visits at various locations zone-wise are to be conducted by DPMC Agency at their own expense. **No travel expense or out of pocket expense shall be paid by the Authority.**

3.12 Accuracy of Documents

The DPMC 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. Subject to the provisions of Clause 3.4 and 3.9, it shall indemnify the Authority 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 DPMC Agency or arises out of its failure to conform to good industry practice. The DPMC Agency shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4 DPMC AGENCY'S PERSONNEL

4.1 General

The selected DPMC Agency shall deploy at least one/two teams of selected personnel as per their core expertise at the office of the Authority or at the DPMC Agency's office in Ahmedabad/Gandhinagar, for the entire duration of the contract. **However, the Exhibit design team shall be headquartered at the DPMC office at Gandhinagar/Ahmedabad till completion of the Exhibit designs of all 19 Galleries as per the requirements of the Authority.** The DPMC Agency shall have the following Key Personnel as part of their team for the purpose of this Project as enlisted in the RFP. Further, DPMC Agency deploys required team/ personnel to the office of Authority during the Design Phase from time to time for review meetings, bid evaluation and project monitoring (Refer RFP stipulations). The DPMC Agency should ensure that it includes qualified team members to successfully deliver the above scope of work as per bid stipulations and requirements of the Authority as recommended by them on a time-to-time basis. Authority Decision regarding deployment decision stands final in the interest of the project as Time is the essence of the contract.

4.1.1 Key Personnel

DPMC Agency to refer Annexure - 2 for deployment of personnel for the purpose of the project for the duration of contract.

4.2 Approval of Personnel

- 4.2.1 The DPMC shall provide the list of their Key Personnel as per clause 4.1 of the DPMC Contract prior to or at the time of execution of the Contract.
- 4.2.2 **Personal interviews shall be conducted for each personnel based on the CV submission. Authority reserves the right to accept or reject any personnel deputed by the DPMC Agency.**
- 4.2.3 No other Key Personnel shall be engaged without prior approval of the Authority or replaced. However, additional key personnel to enhance the design works or supervision works can be hired by the DPMC Agency subject to approval by the Authority but at no additional cost to the Authority.

4.3 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the DPMC Contract. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the DPMC Agency and the concerned Key Personnel. Such a substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority as per bid stipulations enlisted in Volume I.

The Authority can at any time during the project, instruct the DPMC Agency to substitute any Personnel for failure to satisfactorily perform the role & responsibility and tasks as per the scope and if found to not actually have the sufficient proficiency in the required skills to perform tasks. The DPMC Agency shall substitute the Personnel at an immediate basis with another Personnel having equally or better qualification and experience, without any additional compensation payable to DPMC Agency by the Authority for such substitution, and without causing any delay in works due to substitution of personnel.

5 OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

Unless otherwise specified in the DPMC Contract, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the DPMC Agency and its Personnel with work permits and such other documents as may be necessary to enable the DPMC Agency and its Personnel to perform the Services.
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) issue to officials, agents and representatives of the GOG all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to land and property

The Authority warrants that the DPMC Agency shall have, free of charge, unimpeded access to the Site of the Project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the DPMC Agency as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services.

5.3 Change in Applicable Law

If, after the date of this DPMC Contract, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost incurred by the DPMC Agency in performing the Services, by an amount exceeding 2% (two per cent) of the Contract fee specified in Clause 6.1.2, then adjustments shall be made to the aforesaid Contract fee after mutual discussion by and between the Parties.

5.4 Payment

In consideration of the Services performed by the DPMC Agency under this DPMC Contract, the Authority shall make to the DPMC Agency such payments and in such a manner as is provided in Clause 6 of this DPMC Contract.

6 PAYMENT TO THE DPMC AGENCY

6.1 Cost Estimates and Contract Fee

- 6.1.1 An abstract of the cost of the Services payable to the Service Provider is set forth in Annexure-5 of the DPMC Contract. The cost of the services payable to the DPMC Agency hereby defined as the “**Contract Fee**” shall be divided into fees for Design phase (Design Fee) which would be 40% of the Contract fee and fees for Supervision Phase (Supervisory Fee), which would be 60% of the Contract fee.

The applicant shall note that at this stage anticipated project cost of the works to be executed is INR 153 Crore (Estimated cost of project). In case the project cost goes up than the Estimated cost of project of INR 153 Crores, then the applicant shall be paid at the proportional rate of half the quoted fee rate for the project works more than the Estimated cost of project of INR 153 Crore.

- 6.1.2 **Design Fee:** The Authority agrees to provide to the Service Provider a fee of [●] exclusive of GST, but subject to income tax deduction at Source as per applicable laws for Services set out in Annexure-1 of the contract with respect to the Project, on completing such Services to the satisfaction of the Authority (the "Design fee"). The milestones and schedule of the payments is specified in Annexure-6.

Supervisory Fee: On and from the appointment of the Construction Agency, the Service Provider shall be paid a fee of [●] exclusive of GST, but subject to income tax deduction at Source as per applicable laws (the (“Supervisory Fee”) as per milestones and schedule of the payments, specified in Annexure- 6.

- 6.1.3 Contract Fee in consideration of the Services to be provided by the DPMC as mentioned in Annexure-1 (part 1) and Terms of Reference, shall, subject to terms of Annexure 6 hereto, be initially calculated on Estimated Project Cost equivalent to INR 153 Crore.

Contract Fee in consideration of the Services to be provided by the DPMC as mentioned in Annexure-1 (Part 2) and Terms of Reference, shall, subject to terms of Annexure 6 hereto, be calculated on Actual Project Cost discovered by the Authority upon selection of the Construction Agency (“Actual Project Cost”). Once the Actual Project Cost is determined, the amount paid shall be reconciled (to the extent of shortfall or excess, as applicable) to align the payment computation with Actual Project Cost.

6.2 Currency of payment

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

6.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:

- (a) The DPMC Agency shall be paid for its services as per the Payment and Time Schedule at Annexure-6 of this DPMC Contract, subject to the DPMC Agency fulfilling the following conditions:
 - (i) No payment shall be due for the next stage till the DPMC Agency completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
 - (ii) The Authority shall pay the DPMC Agency only the undisputed amount.
- (b) The Authority shall cause the payment due to the DPMC Agency to be made within 30 (thirty) days after the receipt by the Authority of invoices with necessary particulars (the “**Due Date**”).
- (c) Any amount which the Authority has paid or caused to be paid more than the amounts payable in accordance with the provisions of this DPMC Contract shall be reimbursed by the DPMC Agency to the Authority within 30 (thirty) days after receipt by the DPMC Agency of notice thereof.
- (d) All payments under this DPMC Contract shall be made to the account of the DPMC Agency as may be notified to the Authority by the DPMC Agency.
- (e) The DPMC Agency hereby acknowledges and agrees that it is not entitled to any revision of the Contract fee or other relief from the Authority except in accordance with the express provisions of this DPMC Contract.
- (f) No extra payment shall be made to the DPMC Agency for revision in design based on Authority’s decision during anytime of the project, or even after giving approval on the proposed design.

7 LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

- 7.1.1 The DPMC Agency shall, for the performance of its obligations hereunder during the Term, provide to the Authority on or prior to the Effective Date, an irrevocable and unconditional guarantee from a scheduled commercial bank for a sum equivalent to (5% of the Contract fee) in the form set forth in **Annexure 7** (the “**Performance Security**”). Until such time the Performance Security is provided by the DPMC Agency pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the DPMC Agency.
- 7.1.2 The Performance Security shall be released within 90 days post expiry of the Term of the contract.
- 7.1.3 Upon occurrence of a default by the DPMC Agency during the Term, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as damages for such default. Upon such encashment and appropriation from the Performance Security, the DPMC Agency shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, within the time so granted, failing which the Authority shall be entitled to terminate this DPMC Contract in accordance with Clause 2.9.1. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the DPMC Agency shall be entitled to an additional Cure Period of 90 (ninety) days for remedying the default, and in the event of the DPMC Agency not curing its default within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as damages, and to terminate this DPMC Contract in accordance with Clause 2.9.

7.2 Liquidated Damages

7.3 Liquidated Damages for error/variation

In case any error or variation is detected in any Architectural, Services and Exhibit Designs, submissions, bills, estimates, reports or deliverables submitted by the DPMC Agency and such error or variation is the result of negligence or lack of due diligence on the part of the DPMC Agency, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the DPMC Agency by way of deemed liquidated damages, subject to a maximum of 10% (ten percent) of the Contract fee.

7.4 Liquidated Damages for delay

In case of delay in completion of Services, including the preparation and submission of overall project design, exhibit designs or any milestone enlisted in Annexure - 6_Completion Milestones or relevant reports/studies/surveys/deliverables as per the specified timelines in Annexure 6, liquidated damages not exceeding an amount equal

to 0.2% (zero point two per cent) of the Contract fee per day, subject to a maximum of 10% (ten per cent) of the Contract fee will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the DPMC Agency or attributable to Force Majeure, a suitable extension of time shall be granted. Detailed submission of Drawing control index with submission dates including preparation of concept, preliminary, approval and GFC drawings shall be prepared, and approval of Authority shall be taken which will be part of Annexure 6.

7.5 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the DPMC Agency in the event of breach of this DPMC Contract or for recovery of liquidated damages specified in this Clause 7.2.

7.6 Penalty for deficiency in Services

In addition to liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the DPMC Agency for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effects on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

7.7 Recovery of cost of descoped works

In case of failure of the DPMC Agency to satisfactorily execute a part of the scope of work listed in Annexure 1 of this DPMC Contract as required by the Authority, the Authority has the right to de-scope the work from the appointed DPMC Agency and get it executed from any other Agency selected by the Authority, and the cost of getting the descoped works executed by the other Agency shall be recovered from the payment to be made by the Authority to the DPMC Agency.

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 DPMC Contract and to adopt all reasonable measures to ensure the realization of the objectives of this DPMC Contract.

8.2 Operation of the DPMC Contract

The Parties recognize that it is impractical in this DPMC Contract to provide for every contingency which may arise during the life of the DPMC Contract, and the Parties hereby agree that it is their intention that this DPMC Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this DPMC Contract either Party believes that this DPMC Contract 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 failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance

with Clause 11 hereof.

9 MONITORING OF SERVICES

9.1 Monthly Status Reports and Submissions for designs for Approval.

During the Term, the DPMC Agency shall, no later than 7 (seven) days after the close of every month, furnish to the Authority a report stating in reasonable detail the progress made with respect to entire scope of Services enlisted in TOR and possible delays (if any), including its compliance with the obligations with the DPMC Contract and shall promptly give such other relevant information as may be required by the Authority.

A monthly progress report (2 copies) in English shall be submitted by DPMC Agency to the Authority by 10th (tenth) day of each calendar month and shall account for the work performed upto the end of the previous month. **Initially the Design progress reports and later after appointment of Construction Agency the construction progress reports too shall be submitted. All payment milestones as per Annexure 6 shall be reviewed with completion of Milestones.**

9.2 Inspection of Services

The Authority shall during the Term of this DPMC Contract have a right to make periodic inspections with respect to the Services provided by the DPMC Agency and provide feedback. The Authority shall be entitled to make a report of such inspection (the “**Inspection Report**”) stating in reasonable detail any deficiency, if any, with respect to the Services and send a copy thereof to the DPMC Agency within 7 (seven) days of such inspection.

9.3 Remedial Measures

The DPMC Agency shall remove the deficiency, if any, set forth in the Inspection Report and furnish a report in respect thereof to the Authority within 15 (fifteen) days of receiving the Inspection Report.

If remedial measures are not completed by the DPMC Agency in conformity with the provisions of this DPMC Contract, the Authority shall be entitled to recover Damages from the DPMC Agency at the rate of 0.2% of the Contract fee per day shall be levied up to an upper limit of 10% of the Contract fee. If the deficiency is not remedied till that point, the Authority may terminate this DPMC Contract.

10 CHANGE OF SCOPE

10.1 Change of Scope

The Authority may, notwithstanding anything to the contrary contained in this DPMC Contract, require the provision of additional services which are not included in the TOR of this DPMC Contract (the “**Change of Scope**”). Any such Change of Scope shall be made in accordance with the provisions of this Clause 9A.

Any additional services which are provided under and in accordance with this Clause 9A shall form part of the Project and the provisions of this DPMC Contract shall apply *mutatis mutandis* to such works or services.

10.2 Procedure for Change of Scope

In the event of the Authority determining that a Change of Scope is necessary, it shall issue to the DPMC Agency a notice specifying in reasonable detail the services contemplated thereunder (the “**Change of Scope Notice**”) and the resultant impact (increase or decrease) on the Contract fee payable to the DPMC Agency under this DPMC Contract.

Upon receipt of a Change of Scope Notice, the DPMC Agency shall, with due diligence, provide to the Authority such information as is necessary, together with preliminary documentation in support of:

- (a) the impact, if any, which the Change of Scope is likely to have on the completion schedule; and
 - (b) the options for implementing the proposed Change of Scope and the effect, if any,
- Upon receipt of information set forth in Clause 10, if the Authority decides to proceed with the Change of Scope, it shall convey its preferred option to the DPMC Agency and the Parties shall, with assistance, thereupon of the Authority, make good faith efforts to agree upon the time and costs for implementation thereof. Upon reaching an DPMC Contract, the Authority shall issue an order (the “**Change of Scope Order**”) requiring the DPMC Agency to proceed with the performance there.

11 SETTLEMENT OF DISPUTES

11.1 Amicable settlement

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

11.2 Dispute resolution

11.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this DPMC Contract (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 11.3.

11.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this DPMC Contract 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.

11.3 Conciliation

In the event of any Dispute between the Parties, either Party may require such Dispute to be referred to the authorized representative of the Authority and the Chairman of the Board of Directors of the DPMC Agency for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within

the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 11.4.

11.4 Arbitration

- 11.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 10.3, shall be finally decided by reference to arbitration in accordance with Clause 10.4. Such arbitration shall be held in accordance with the provisions of the Arbitration Act. The venue of such arbitration shall be Gandhinagar, and the language of arbitration proceedings shall be English.
- 11.4.2 There shall be an arbitral tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected in accordance with the Arbitration Act.
- 11.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 10 shall be final and binding on the Parties as from the date it is made, and the DPMC Agency and the Authority agree and undertake to carry out such Award without delay.
- 11.4.4 The DPMC Agency and the Authority agree that an Award may be enforced against the DPMC Agency and/or the Authority, as the case may be, and their respective assets wherever situated.
- 11.4.5 This DPMC Contract 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 DPMC Contract to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of

DPMC Agency:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

Authority

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Annexure-1: Terms of Reference

(Refer Clause 3.1.2)

The following are the Terms of Reference and the Services to be provided by the DPMC Agency: **The Terms of Reference** (the “TOR”) and the scope of the Contract under this RFP are specified below-

Design Phase: Services mentioned in Part 1 of the Annexure-1 are part of design phase obligation and deliverables of the DPMC

Project Management and Site Supervision Phase: Services mentioned in Part 2 of the Annexure -1 are part of Project Management and Site Supervision Phase obligation and deliverables of the DPMC Agency

The range of scope of work will include the Comprehensive Design Services of the Project-which includes Concept Development, Curation and Exhibit Design, Architectural and Interior Design, Structural Design Coordination and MEPF Design of the project including Project Management Services including enhancement of Master plan.

PART 1: DESIGN PHASE

Part 1(A): Site Assessment

1. Site analysis and condition assessment studies for the constructed museum building and survey to make the museum building universally accessible.
2. Verify the available drawings on the site and prepare a base map of the project site and identify the areas to be developed for the project.
3. Prepare the design brief after getting instructions from the Authority for balance development works. Work out Master plan amendment for the project through which balance design and execution works can be done with enriched visitor experience. Development of over Tribal culture concept for the entire project by use of various forms and materials, installations. Refer relevant project images. Master plan shall integrate with existing drawings, services plan and shall be based on the principles of the sustainable development, green initiatives, resulting in minimum impact on natural environment.
4. Prepare the master plan for the design of museum galleries and spaces in fixed time schedule by exploring the best practices available. The master plan should consist of details as to how the galleries will be arranged to display the content of finalized movements to be depicted and shall ensure that display of the collections continues without interruption.
5. Assess and recommend optimal utilization of buildings by developing concept for the movements and reference story line attached with the bid in the museum, including adequacy of manpower, essential logistics and proper maintenance.
6. Proposed development to enhance the visitor facilities – toilets, drinking water, souvenir shop, ticket counter, tribal huts, tribal mall, Food court, flea market, etc.
7. Benchmark studies of similar facilities and details/research available from the Nation. Carry out field visits and work out the concept.
8. Integration with existing works being done and completed at the site.

Part 1(B): Overall Comprehensive Scope of Work

The comprehensive scope of work will include Architectural, Exhibition and MEPF Design Services of the project. The appointed Agency must ensure that the architectural design and exhibition spaces are well integrated with each other. The scope of the works will include but not to be limited to the tasks mentioned below:

1. Architectural, Interior and MEPF design of all the facilities proposed for completing balance works of the project.
2. Landscape design work for the entire project including both softscape and hardscape works.
3. Provision of necessary utilities and services for the museum such as Electrical, Internal and External lighting, Audio-visual system, Video distribution system, Multi-media system Sound reinforcement system, display kiosks for visitor experience depicting History and storyline of the related movement and overall illumination of the project.
4. Sanitary, Plumbing, Drainage, water supply, sewerage work, CCTV, access control, Acoustics, Interior and Outdoor Furniture, Branding, Signage and Wayfinding, HVAC, Fire Fighting, Building security system, façade and any other specialty services applicable for the project.
5. Comprehensive Exhibition Design of the galleries, developing the concept and interpretive plan/ visitor experience, narrative, and storyline, thematic installations and development of corridors as well as external areas. The involvement of Tribal community, Artists and Artisans in design development has to be done as per the requirements for Museum and related infrastructure developments of the project.
6. Develop concept considering tribal culture and dynamics with minimal usage of technology, static exhibits, creative displays, dioramas display of memories verbal talks and songs etc. Each gallery focus parameter needs to be worked out based on the storyline shared by the Authority. Each gallery to be developed based on the field visits being conducted with deputed team of selected key personnel for various zones
7. Component by component detailed dimensioned design drawings of exhibition/ exhibits with all details, 3D Views & Walk-throughs etc. for concept and fabrication purposes shall be prepared.
8. Performance specifications for all materials, finishes, exhibits, lighting, cases, panels and every item that will be in the exhibition and other areas of the project.
9. Multimedia exhibit outlines and treatment, multimedia hardware selection and electrical and power requirements and single-line drawings (SLD's). This includes specifying software for content, detailed storyboards of interaction and user experience, audio-visual Content outlines - all of which would be brought to production-readiness by an appointed fabricator, whose quality would be checked by exhibit design team.
10. Exhibition/Exhibit lighting design including selection of fixtures, lighting layouts, power requirements and lighting plans integrated with the building electrical design.
11. Detailed designing (architectural, structural and MEPF) of the Development of Recreational spaces with various areas, Tribal Games Area, Tribal Huts Area, Tribal Freedom Fighter Sculpture Park, Artisan Workshops, Souvenir Shops and Flea Market by incorporating the elements from tribal culture, arts and aesthetics to provide the place with a better sense of connection to the community.
12. Designing of tribal mall façade, ticket counter, skywalk and parking areas including its structural and MEPF design depicting the tribal culture with thematic concept and related installations.

13. Concept, rendering and artwork for all the internal walls and the retaining walls as per the purpose of the project.
14. Interior design and furniture work for the Director's Bungalow and Staff Quarters Block.
15. Planning for the provision of area for Infrastructure development under Future Expansion.
16. Integration all the executed/ existing and the ongoing works on site with the design proposal.
17. Planning and design of all the services and infrastructure works of the entire campus which will include STP Plants, Solar roof tops, Illumination Works, Electrical, PHE (including Plumbing, Stormwater and water supply), HVAC, ELV System, Fire Alarm System, Acoustics, CCTV and security alarm systems.
18. Design of entrance gates and pylons as per the museum's theme and adequate signages wherever required to ensure uninterrupted movement of the users.
19. Preparation of Design Basis Report for all the elements including services being designed by the DPMC and the overall project and to be approved by the Authority within 45 days of issuance of LOI. Refer the annexure for clarity on requirement.
20. Site supervision, Planning, scheduling and monitoring of the projects using appropriate IT tools and techniques as approved by the Authority and reviewed by the Professional Advisor.
21. Preparation of tender drawings estimates technical specifications and bills of quantities and assisting the Authority` in bid evaluation for the works to be executed.
22. After Appointment of the Construction Agency, reviewing and monitoring the progress of the museum including architectural modifications, services, utilities, landscape, irrigation, and amenities, Exhibition Fabrication and Installation and others as per the Project Requirement to ensure work proceeds on schedule and in conformance to Exhibition Performance Specifications and Exhibition Design Documents, and to the quality specified, seeking the Authority acceptance of the work at appropriate stages.
23. Coordination and Supervision of work till its completion including testing, commissioning works and release of as built submissions. Plan for operations and maintenance works of the project.
24. Release of completion certificate, warranty and guarantees, tri-party agreements and closure of complete contract administration.
25. Overall Design Development of the Museum, infrastructure works, and related external development shall be developed based on Green Building criteria being adopted in India. Design shall align with green building features like optimizing energy efficiency, conserving natural terrain and resources, generating less waste, using less water, healthier spaces generation etc. All related steps shall be detailed out in detailed design development works including use of ecofriendly materials and optimization of services design.

Part 1(C): Design Development Works

Inception Report

1. Site assessment consisting of analysis giving details of the existing status of the Museum, Galleries, spaces and proposed development in amended Master Plan.
2. Prepare the outline of the interpretive framework for the museum with services and depicting tribal culture.
3. Establish the creative vision and visitor experience strategy. Development of visitor experience plan with proposed timeline and duration for each Gallery. Develop minute to minute program including batch size indications. The total duration of the visitor experience and movement plan to evolve.

Concept Design

1. Release amended Master Plan with entry and exit movements in each area. Prepare conceptual design in terms of proposed Architecture and Exhibition Design including Floor plans, elevations and component design as needed as per the Scope of the project.
2. The concept design shall provide proposed museum orientation and introduction to the museum. It shall provide a tentative list of exhibits to be added in all the galleries (from all the major and minor tribal wars and movements shortlisted). **Refer Annexure IC for detailed list of finalized movements to be displayed.**
3. Proposed development pertaining to services for the entire project including toilets, drinking water, Electrical, Internal and External lighting, HVAC, Fire-fighting system, Internet and Wi-fi infra, Collection Storage System and equipment, Sanitary, Plumbing, ELV, Drainage, water supply, sewerage work, CCTV, access control, Acoustics, Branding, Signage and Wayfinding, Building security system, façade and any other specialty services applicable for the project.
4. Collect site information, site survey and soil condition and furnish details in DBR. Assessment of all demand pertaining to infrastructure and services, including but not limited to internal/external/approach roads, streetlights, water supply, sewerage, stormwater drainage, solid waste management, fire hydrants schemes, roads, internal lighting, HVAC, telephone system, access control system, waterproofing, electrical and other related or other specialized services and provide infrastructure final layout and designs.
5. Undertake necessary research, literature study, stakeholder consultation, expert consultation and any other research, which are relevant to developing concept plan for the project by conducting field visits by deputing efficient design and curation team as per approval of the Authority. **Field visits are to be conducted by selected deputed team members for all the Zones simultaneously. Involvement of Tribal community, Artists and Artisans in developing concept and detailing shall be conceived and developed.**
6. Thematic framework for the exhibition and structure of the visitor experience. The proposal should incorporate a thematic installation of tribal tree into it.
7. Modes of interpretation for each Exhibit and Resource allocation - identifies the use of collections, equipment, and other resources.
8. Concept design for Souvenir Shops with other developed works or any other objects related to the museum depicting tribal development.
9. Bubble diagrams with content adjacencies.

10. Preliminary conceptual plans and spatial layouts.
11. Visitor flow and capacity diagrams.
12. Sketches, perspectives and reference images
13. Preliminary Order of Magnitude Budget estimate
14. Preliminary Implementation Plan
15. Preparing cost estimates for all the works mentioned above.

Schematic Design

1. Schematic Architecture and Exhibition Design including 2D/3D layout of the galleries - floor plans, elevations and component design as needed as per the scope.
2. The design should include involvement of technology as well as the local tribal artisans.
3. Prepare Schematic design in terms of proposed plans, elevations & sections incorporating structural framing & single line services layout, preliminary selection of material & systems, structural & services design basis reports.
4. Coordination for the review and approval of 2D layouts by DSAG
5. 3D views & walk-throughs of the galleries as per the requirement of the Authority
6. Materials and finishes with preliminary performance specifications
7. Graphics panels typical layouts and custom panel layouts
8. Draft lighting and AV plans and preliminary equipment selection
9. Draft Interpretative English Text and draft AV outlines

Detail Design Development

1. Detailed Architecture and Exhibition Design including dimensioned floor plans, elevations and component by component design as per the scope.
2. Prepare the service plans for circulation, entry-exit plans, crowd management, public health and others including plans for transportation of movable and immovable components, machineries or equipment of the Project to and from the Project site and/or facilities as per requirement and compliance with national and state standards.
3. The proposed finishes for walls, floors and ceilings to be designed as per the tribal arts and aesthetics. The local tribal artisans to be involved in the process of design as well as execution. Quantum of work and involvement to be finalized based on the approval of the Authority. Experts in Tribal History need to be identified for validity of the works.
4. Electrical work plan including integration of exhibition design electrical needs and museum internet and wi-fi infrastructure and specialty lighting design Firefighting system / HVAC / specialized services as per requirement including ELV.
5. Develop landscape plan along with sculpture park design including detailed drawings and specifications if any.
6. Prepare service plans related to water supply, sewerage, storm water drainage, solid waste management, fire hydrants schemes, roads, street lighting, telephone system, electrical and other related or other specialized services as required.
7. Prepare 3D views & walk-throughs for approval and finalization of the design and other such documents as per the requirement of the Authority.
8. Lighting and AV plans and equipment selection
9. Undertake necessary research, literature study, stakeholder consultation, expert

- consultation and any other research, which are relevant to developing content for the project.
10. Content research, coordination and development for graphics panels, exhibits and multimedia exhibits including image research and sourcing, identification of new photography, writing text in English, Gujarati and Hindi (translations), and graphic design for all panels (typical and custom panels) including maps/illustrations/patterns, fact-checking of the graphics and text by experts and seeking approval of the Authority at appropriate stages.
 11. Conclude on proposed Multimedia exhibit outlines and treatment, multimedia hardware selection and electrical and power requirements with single-line drawings (SLD's).
 12. Creation of Final Exhibition lighting designs including selection of fixtures, lighting layouts, power requirements and lighting plans integrated with the building electrical design with Simulations.
 13. Preparing the Exhibition Fabrication and Installation Budget Estimate
 14. Seamless integration of the exhibits with the interiors and architecture works, including acoustic measures.
 15. The agency should explore and ensure diversity of mediums and methods for content display such as Digital Content, Multi-Media Museum Content, Multimedia AV Content, theatrical productions, 360 Degree Screens Projections, 360 Degree Screens and 3D Mapping for creating beauty, ambiance and sustaining of Museum as approved by the Authority.
 16. Display design shall also take into account sensitivity of antiquities like temperature, humidity, security, illumination level (after considering the existing light fixtures) etc. The design shall also include formulation of appropriate content and the narratives (Wall text, Object Label, Group Label, Graphics Panel etc.) supporting all exhibits within all galleries, visitor flow patterns with preferred entry-exit system.
 17. Graphic Design for all graphic panels and communication media, including digital content. Detailing of outcomes generated by involvement of Tribal community, Artists and Artisans shall be showcased separately for the balance works of the entire project.
 18. Final AV outlines/storyboard including Key Message, Program Summary, Communication Objectives, Means of Expression/Visitor Experience and Exhibit/Exhibition Description and Script outline including proposed AV hardware, software, and content to achieve required effect.
 19. Graphics Schedules: images to be purchased with sources and copyright information, procurement of Archival Documents, list and instructions for new photography, videography, interviews with consent documentation, illustrations/ maps/ patterns to be created.

Note – Minimum 8 copies of Final approved Drawings shall be required by the Authority for each submission as applicable. It shall also include sharing of complete data and design process in soft copy to the Authority including sharing of software data using Jatan: Virtual Museum Builder – Designed and Developed by HCDC Group, C-DAC Pune or European – The Museum system by Gallery systems Collection management.

Part 1(D): Exhibit Design, Curation and Gallery design works with related Cost Estimation (Refer enlisted tasks & design development process parts)

1. The DPMC Agency will prepare detailed specifications of materials and services required including type, size, method of fabrication and performance specification of all materials selected. Based on these details the agency will determine and submit cost estimate including Lay-out of Gallery, Showcases, Pedestals, Artifacts, exhibits, paintings, custom works, Mounts, Signage, multimedia equipment, cost of services such as Lighting & Exhibition Design etc. Development of Models, diorama installations and hands on exhibit design and specifications shall be part of the scope.
2. Design shall also include provision for deployment of state-of-the-art digital technology for content browsing, interactive - immersive - experiencing interpretation comprising of large multi-touch screen display, seamless video walls, AR/VR/MR applications, large screen immersive projections, 4K video displays, smart multilingual audio guides through smart phones along with content management system. It may be noted that digital interventions shall primarily be considered to supplement the museum objects and should not be overdone. The content management system and the audio guide should have the scope of further expansion to cover the entire museum space. The displays and lighting should be designed considering the Architecture and Building design of the building.
3. Acoustic Engineering for the exhibition and gathering areas and inclusion of necessary design elements to control the acoustics; branding and way finding graphics/artwork for non-exhibition areas and special lighting design.
4. Mechanical and electrical works coordination with Construction Agency.
5. Graphic Design – Final specification, layouts, map and illustration design. Detailing of outcomes generated by involvement of Tribal community, Artists and Artisans shall be showcased separately for all the Galleries, corridors and other common area of development of Museum.
6. Prepare 3D views & walk-throughs for approval and finalization of the design and other such documents as per the requirement of the Authority.
7. To assist in the Artifact selection for the Museum in consultation with the Authority.
8. Any other creative addition like gate, background, fascia to the theme
9. Prepare a list of potential artists and suppliers for completion of custom works and bidder to provide necessary coordination support for engaging such artists and agencies.
10. Any other item necessary for Museum set-up and visitor's interpretation and facilitation.
11. The DPMC Agency shall provide detailed of ready for construction drawings in both AutoCAD and PDF format along with bill of quantities with estimated cost with clear technical specifications of all materials/equipment including all digital interfaces, wherever required.
12. All raw materials, fittings, fixtures, equipment, gadgets etc. shall be of acceptable and reputable brands with proper warranty terms for execution through a separate tender.
13. A separate bill of quantities shall be submitted for the movement of all artefacts and antiquities which shall be implemented by the Authority through approved vendors having vast experience in similar works. However, the DPMC Agency shall provide

guidelines for handling of artwork/objects and artefacts for dismantling, temporary storage and reinstallation.

14. The DPMC Agency will also be responsible for procurement support in preparation of bid documents, which shall also include conduct of pre-bid meeting, clarification of queries of vendors/ bidders, selection of bidders and ensuring procurement as per desired specifications.
15. The DPMC Agency ensures the procurement of goods and services related to the fabrication, interior design and other works of the museum is as per the design proposed by the agency and approved by the Authority.

Note – Minimum 8 copies of Final approved Drawings shall be required by the Authority for each submission as applicable. It shall also include sharing of complete data and design process in soft copy to the Authority including sharing of software data using Jatan : Virtual Museum Builder – Designed and Developed by HCDC Group ,C-DAC Pune or European – The Museum system by Gallery systems Collection management.

Part 1(E): Coordination works and Estimation

Cost estimation

1. The DPMC Agency shall prepare detailed technical specifications & schedule of materials and finishes for all components of the Project including infrastructure and services. Service Provider shall ensure that no structural changes are made in the design of the existing structure.
2. The DPMC Agency shall prepare the detail Detailed Project Report (DPR) consisting of detailed civil-architectural and curation design with required accurate calculations, complete specifications, estimated bill of quantities (BOQ) for interiors, exteriors, landscape and for every other component planned on site with details such as type, size, method of fabrication and performance specification of materials suggested.
3. The DPMC Agency shall develop landscape plans along with detailed drawings and specifications. The landscape designer is expected to have outdoor themed exhibits and the DPMC Agency is expected to have these included in the design.

Detailed designs and drawings shall be complete in all respects and sufficient for initiating the Project execution and in compliance with the prevalent norms and standards and industry benchmarks.

4. The DPMC Agency shall identify and list all the statutory approvals, licenses and permits required to be obtained for the Project including those required for construction and O&M works.
5. Manpower, Costing, management planning for O&M to also be provided by the DPMC Agency.
6. Scaled model of the Project (1: 90) to be prepared of the size 1800mm X 1620 mm. The model shall be prepared with industrial grade materials of Acrylic, ABS, Nylon, FRP, PVC, Paints etc.
7. Logo and branding for the “National Tribal Freedom Fighters Museum” along with other branding material such as letterhead, brochures, flyers, email templates,

- business cards, slogan; with appropriate style, colour and font which shall reflect the nature and theme of the project.
8. The DPMC Agency shall prepare a detailed Quality Assurance Procedure (QAP) which would be approved Authority, and which shall include the following-
 - a. Duties and responsibilities, inspection procedures and required documentation
 - b. Quality control mechanism which would include standards, sampling and testing criteria, acceptance criteria, reporting, recording and interpretation of results
 - c. Internal quality audit system
 9. Preparation of Bill of quantities (BOQ) for the Project.
 10. The DPMC Agency shall provide a complete estimate of costs as would be required to complete construction, procure all equipment / artefacts / exhibits / instruments / collectibles and maintain the facility. It should also include specifications, and list of recommended makes/manufacturers/suppliers.
 11. The DPMC Agency shall provide complete detailing for the exhibits in the Project including but not limited to exhibit content, exhibit cabinets, content of A/V, exhibit lighting, exhibit theming, and exhibit finishes.
 12. The Cost estimates shall be submitted to the Authority for approval.
 13. The DPMC Agency may be required to provide any further information as may be reasonably required by the Authority.
 14. The DPMC Agency shall provide all the required drawings/ specifications/ estimates as would be required towards the Appointment of the Construction Agency by the Authority.
 15. R&B Department approval:
 - The DPMC must submit all the drawings/GFCs along with the supporting data for review by the R&B design team impacting structural stability of existing structures. Façade development of the Museum is the key component.
 16. The conformity of the Civil and MEPF drawings with conceptual design proposed and the scope would be reviewed by R&B design, civil and electrical departments. The quality assurance procedures, engineering and construction time schedules, cost estimates and procurement plan will also be reviewed as per the advice of the Authority. The DPMC must respond to the comments made on the review and incorporate the necessary modifications required for approval. All necessary coordination meetings are part of the scope of work.

Part 1 (F)Preparation of Tender Drawings and Tender Documents

1. Develop detailed execution plan.
2. Bid Process Management to be executed by the DPMC for each work package
3. Prepare and draft working drawings for tender and details for all aspects of work including architectural and interior works, exhibition, plumbing, sanitary, electrical communication system, signage, external services, site development, roads, pathways, landscape works, exhibition lighting, AV SLDs, Illumination, ELV, FPS, etc.
4. Prepare bill of quantities, technical specifications and detailed Estimates of cost supported by detailed measurement sheets, calculations and abstract of quantities and costs based on the current R&B SOR schedule of rates. In the absence of rate in R&B SOR, the same shall be referred to CPWD SOR/DSR or lastly arrived at by actual analysis with minimum 3 market quotations as applicable to the locality and obtaining

the approval of Authority for the same.

5. Preparation of Tender documents for the invitation of Tender by the Authority.
6. The DPMC will also be responsible for procurement support in preparation of bid documents, which shall also include conduct of pre-bid meeting, clarification of queries of vendors/ bidders, selection of bidders and ensuring procurement as per desired specifications.
7. The DPMC shall advise the Authority on best-fit bidding strategy, pre-qualification criteria, bidding procedures, evaluation and selection criteria for selection of Implementing agencies.
8. Performance Specifications for all exhibits and their components, materials, etc. for the complete exhibition.
9. Submission of final details for Graphic Panels Typical & Custom layouts with style templates.
10. Final Graphic Panels' vetted text content in English, Gujarati & Hindi (including Translations).
11. Final Authority-approved list of images to be purchased, procurement of archival documents with sources and copyright information, list and instructions for new photography, videography, interviews with consent documentation illustrations/maps/patterns to be created.
12. Final Graphic Panels with Interpretive text in English, and Gujarati and Hindi translations based on Authority's approval of text in English.

Note – Minimum 8 copies of Final approved Drawings shall be required by the Authority for each submission as applicable.

PART 2: PROJECT MANAGEMENT AND SITE SUPERVISION PHASE

Part 2 (A): Release of drawings during construction

1. The DPMC shall prepare DCI and Design drawings schedule after approval from the Authority.
2. The DPMC shall, on behalf of the Authority, apply for and obtain all the statutory approvals, licenses and permits required to commence the requisite construction works.
3. The DPMC shall prepare and submit working/construction drawings, specifications and quantities for proper execution of work during construction after approval by the Authority and review by the Professional Advisor
4. The DPMC shall ensure that all the construction is done as per the specifications to which the detailed design has been made.
5. The DPMC shall submit a monthly report to the Authority on the status of construction works with respect to the agreed schedule.
6. Render technical advice and assistance necessary for the project.
7. The DPMC shall issue running bill certificate within 7 days of the claim of the contractor/agency & final completion certificate for the work executed by the contractor/ agency within one month.
8. Organize periodic meetings at the site and office of the Authority and discuss site conditions bottlenecks faced in terms hindrances, time overruns, dependencies and any other important matters.

9. Monitor the progress milestones and recommend the completion of milestones of the Implementing Agency.
10. Handholding support to the Authority during various meetings/interactions with stakeholders as well as support the Authority in preparation of project specific presentations, project specific proposals, procurement outcomes, budget utilization report, drafting application for various approvals from concerned authorities.
11. Suggest modifications in the Implementing Agencies work program method statements, material sources etc., including activity scheduling and resource programming.
12. The DPMC Agency shall assist the Authority in taking over the works from the Implementing Agency for each section, in particular by preparing a list of punch-points and deficiencies which need to be corrected/completed.
13. Keep the Authority informed about compliance or any variance from the completion schedule and recommend to the Authority steps or amendments (if any) required to ensure timely completion.
14. Prepare cash flow charts and update budget estimate as per actual execution and keep D-SAG informed on all the changes prior to implementation & execution of works if any with submission of specific reports.

Note – Minimum 8 copies of Final approved Drawings shall be required by the Authority for each submission as applicable.

Part 2(B): Execution and implementation of work

1. Preparation of Project Supervision Plan in accordance with PIP & QAP
2. Interact with various Stakeholders, Contractor & team members for speedy flow of information, drawings, clarification etc. with verification of actual site situation in relation to the Drawings issued. Establish communication protocols.
3. Supervise / monitor the works continuously on daily basis for conformity with quality, good workmanship, line, levels etc. including field checks of materials, equipment and adequacy of method of construction, adequacy of deployed resources including maintaining records of deployed resources and method of construction.
4. Co-ordinate with participating agencies, Liaison with Local Authorities / stakeholders on daily basis to ensure all the works progress in a systematic, synchronized manner and time bound manner.
5. Review and report to the Authority as to whether the Quality Assurance System complies with the requirements of standards stipulated by the Authority and provide to the Authority details of the non-compliance, as soon as reasonably practicable.
6. Keep the Authority informed about compliance or any variance from the completion schedule and recommend to the Authority steps or amendments (if any) required to ensure timely completion of the construction of the Project.
7. Review the periodic condition surveys to establish compliance with the performance specifications specified in the Authority's Requirements
8. Planning, scheduling and monitoring of the projects using appropriate IT/Web based tools (also involving BIM); which the DPMC will develop in coordination with the

- contractor.
9. Review the project delivery schedule submitted by the contractor and develop web/IT based integrated Master Schedule and review project delivery based on web/IT based integrated Master Schedule.
 10. Contract management and support in certification of milestones of the respective part of the Project; including physical supervision at site and actual contractor bill certification.
 11. Suggest modifications in the Implementing Agencies work program method statements, material sources etc., including activity scheduling and resource programming.
 12. The DPMC shall direct the Implementing Agencies to take all necessary steps including those mentioned in the respective contract to protect the environment on and off the site which arise due to construction operations and execution at site.
 13. The DPMC shall prepare and issue monthly and quarterly progress reports and prepare presentations for higher level committee meetings.
 14. The DPMC shall assist the Authority in taking over the works from the Implementing Agencies for each section, in particular by preparing list of punch-points and deficiencies which need to be corrected/completed.
 15. Keep the Authority informed about compliance or any variance from the completion schedule and recommend to the Authority steps or amendments (if any) required to the ensure timely completion of the construction of the Project.
 16. The DPMC shall verify, and release, order correction of, the as-built drawings of the Project.
 17. The DPMC shall ensure a system of Quality Assurance of works; approve materials and sources of materials; review all bituminous mix designs and concrete mix designs proposed by the construction agency and approve/suggest modifications in the mix design, sampling and testing procedure and Quality Control measures to ensure required standard and consistency in quality.
 18. The DPMC shall check the setting up of laboratory (including calibration of equipment) and field tests carried out by the construction agency and develop a mechanism in consultation with Authority to carry out adequate number of independent tests other than the regular testing done by Contractor.
 19. The DPMC shall direct the construction agency, on behalf of the Authority, in all matters concerning construction safety and care of the works (including the erection of the temporary signs at roadworks) and, if required, to request the Contractor to provide any necessary lights, guards, fencing and watchmen.
 20. The DPMC shall direct the construction agency, on behalf of the Authority, to carry out all such works or to do such things as may be necessary in his opinion to avoid or to reduce the risk of any emergency affecting the safety of life or of adjoining property.
 21. The DPMC shall review and approve the Environment Management Plan (As per the SHE requirements for project execution) and direct the construction agency to take all necessary steps including those mentioned in the construction contract to protect the environment on and off the site which arise due to construction operations.
 22. If the construction agency carries out any remedial works for removal or rectification of any defects or deficiencies, the DPMC shall require the construction agency to carry

- out, or cause to be carried out, tests to determine that such remedial works have brought the Construction Works into conformity with the Specifications and Standards
23. Inspect completed works on receipt of a notice and advice Authority if the Implementing Agencies has discharged all its obligations and if a completion certificate can be issued by the Authority.
 24. Review the work during and after installation and maintain snag lists.
 25. During implementation of the project, prior and post execution stages, including settlement of claims & arbitration matters, if any, the agency should indemnify & safeguard the interest of the Authority. All visits being conducted for material testing shall be part of the scope of the work.
 26. If the works gets stopped due to some or the other encroachments, the agency is supposed to inform the respective department and till the work gets started on site, the concerned engineer should remain present in the office of the concerned engineer in the department.
 27. The exhibition designer of DPMC Agency shall have a local presence in the form of a local office at Garudeshwar / Gandhinagar or have resident representatives for required coordination.
 28. Upon completion of work, prepare and submit three sets of As-built drawings and two set on removable digital storage media of the building and services including collection management data as enlisted in deliverables.
 29. Conduct periodic audits of Operations and Maintenance obligations of the Construction Agency for compliance with the Authority's Requirements.

Part 2(C): Quality Control

1. Submission of detailed schedules technical formats for inspection and testing of materials, indicating the test/inspections procedures and applicable acceptance limits at works/test house and site for materials and equipment well in advance and got approved by the D- SAG. Monitor the quality of the work and control the quality as per specification, relevant codes and as per standard practices.
2. The DPMC Agency shall Maintain the registers for mandatory tests to be conducted for all materials before incorporation in work. The guidelines may be taken from the officer designated by the D-SAG regarding the registers to be maintained.
3. The DPMC Agency shall Inspect and approve the materials at site as per specifications before they are used in work.
4. The DPMC Agency shall be responsible for obtaining good workmanship with respect to lines, levels, mounts, safety, finish, etc. Shall check all lines, dimensions, levels, protections and mounts at all stages of work with reference to working drawings and shall ensure correct execution of all elements.
5. DPMC Agency shall ensure that work proceeds as per tender conditions and specifications. All material brought to site shall be of approved quality and make, rejected material is removed from site and work executed is of high standard, good workmanship and desired quality. DPMC Agency shall also submit weekly reports of materials used. Any compromise of quality in materials or workmanship shall be brought to the notice of the officer designated by the D-SAG in writing for taking

- necessary action. PMC shall also bring to the notice of the D-SAG any slippage in the progress of work as per schedule and any likely slippage due to constraints like short supply of installation materials, labor problems, and non-availability of drawings etc.
6. Inspection and certification of equipment at manufacturer's works for Pro-AV equipment, HVAC, Electrical, Communication, Firefighting systems, Solar Power Generation System, Multimedia, ELV, Lifts, SIS/SRS, Acoustics, IT, Building Façade Lighting, Internal Lighting, Security & Surveillance systems, Signages display etc or any other equipment will be planned in coordination with the officer designated by the D-SAG who may depute his representative for the inspection.
 7. The DPMC Agency shall ensure deployment of requisite number of qualified and experienced Engineers (Pro-AV, Civil, Mechanical, Electrical and HVAC etc.) at site on full time basis to supervise the day to day works and also shall be responsible for monitoring of the progress of work as per approved drawings, installation procedures and practices and to ensure quality in day-to-day work as per specifications and standards.
 8. The DPMC Agency shall ensure compliance by the execution contractors of all labor laws and relevant Statutory Acts including Labor License, Minimum Wages Act, etc. Shall ensure that execution contractors have taken requisite "All Risk Insurance Policies" to cover workman under Workman Compensation Act, loss /damage caused by natural calamities/ accident/ accidental collapse of partially completed work, materials and plant at site and for third party claims for injury / damages. The DPMC Agency shall ensure that all such policies remain in force throughout the execution of the project.
 9. The DPMC Agency shall effectively manage the scope of Construction Agency and manage the changes effectively.
 10. DPMC Agency shall review and recommend approval of any changes to the Authority based on the assessment of their impact on schedule, cost, quality and legal & financial implications.
 11. The DPMC Agency shall evaluate and make recommendations to the Authority regarding reasonableness of any time extensions requested by Construction Agency.

Part 2(D): Post Construction Services (Testing, Commissioning & Handover)

1. The post construction services shall be of **one year after the completion of Construction Phase based on the requirements of the Authority,**
2. DPMC shall also carry out quarterly detailed inspection during defects liability period and get rectified all defects noticed during such inspection before the end of defects liability period.
3. Prepare Quarterly Audit Report collating observations, risks, defects noted and recommendations. The Quarterly Audit Report shall contain details of all meetings, decisions taken therein, Detailed compliance report of each activity and other details as per requirement of the project. The report shall incorporate a summary of the method of maintenance supervision performed, problems encountered, and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the Authority.

4. Prepare integrated as-built up drawing, incorporating the details of various works executed. Submit complete data as per required and implemented software for Museum and curation works of the project either in Indian- Jatan by C-DAC or European – The Museum system.
5. Submit Guarantee certificate, maintenance manuals from specialist agencies and compile them in a easily understandable for future reference.
6. Execute Tri-party agreements and release them to the Authority.
7. Release the Completion Certificate of the Project and assist in obtaining Occupancy Certificate and / or BU permission and / or Project use permission, similar clearance and certificate as may be required, from statutory authorities, wherever required.
8. Collection and integration of various O&M manuals, commissioning & test certificates.
9. Assist Authority to appoint suitable agencies for operation, maintenance, and housekeeping. Preparing & addressing the schedule of defects / punch lists.
10. Reconciliation and Certification of Final bills of contractor.
11. Evaluate the project process to identify defects so that they can be fixed & prepare punch list.
12. Co-ordination with the Contractors to rectify the defects during the defect's liability period.
13. Provide recommendations to prevent future defects in the project process.
14. Assist Authority in settlement of the Contractor's account and any extra/excess items, if any.
15. The DPMC should collect the Guarantee Bond for all project related work and equipment and as Execute drawings and it should be handed over to the Authority.
16. Prepare an integrated housekeeping, operation and maintenance manual for proper upkeep of the premises.
17. Submission of final documentation to the Authority in soft copy & hard copy. Submission of all GFC drawings, As-Built Drawings & Data, warranty certificates of equipment, documentation files etc. and ensure that all documents are delivered in accordance with the stipulations of the bid.

Annex 2: Deployment of Personnel

(Refer Clause 4.1)

PROPOSED DEPLOYMENT OF DPMC'S PERSONNEL									
Sr. No.	Position	Academic Qualification	Number of positions required	Minimum Overall Experience (In years)	Minimum Experience in Similar Position (In Years)	Minimum Experience in Eligible Projects (In years)	Minimum Man-month requirement assessed by the Authority for each position	Sub Total of Man-month for each personnel	Requirements
A	B	C	D	E	F	G	H	D x H	I
I. Key Experts – Category CV's to be evaluated individually									
1	Project Director cum Over all Incharge of the Entire Project	M.E in Civil Engineering/ Architecture/Interior Design	1	22-25	10	10	4	4	During design phase 3 visits per week is needed / as required by the Authority. During construction minimum every fortnight site visit is needed and one meeting is needed with the Authority or as required. Field visit can be conducted to develop meaningful and action plan for development of Design works. Involvement from concept to commissioning stage is required.
2	Principal Lead Designer	B. Des [Expertise in Exhibit area]	1	12-15	7	5	10	10	Complete responsibility of development of concept designs bringing in the tribal look and feel into the entire project. and related execution works. Develop sustainable development strategies that respect and align with the cultural fabric of communities and their contribution. Site visits and meetings are part of scope of work. The said person must be stationed at Gandhinagar for continuous coordination with the Authority till Design phase is completed. Availability at Gandhinagar and site office shall be determined by the Authority. All Field visits for

PROPOSED DEPLOYMENT OF DPMC'S PERSONNEL									
Sr. No.	Position	Academic Qualification	Number of positions required	Minimum Overall Experience (In years)	Minimum Experience in Similar Position (In Years)	Minimum Experience in Eligible Projects (In years)	Minimum Man-month requirement assessed by the Authority for each position	Sub Total of Man-month for each personnel	Requirements
A	B	C	D	E	F	G	H	D x H	I
									Design phases are to be attended. Involvement from concept to commissioning stage is required.
3	Chief Architect of the Project	Master's in architecture / interior design	1	15-20	7	5	10	10	Complete responsibility of Concept Designs, Master Planning, Detailing Works of the entire project considering execution works. Site visits and meetings are part of scope of work. The said person has to be stationed at Gandhinagar for continuous coordination with the Authority till Design phase is completed. Availability at Gandhinagar and site office shall be determined by the Authority. All Field visits are to be attended. Involvement from concept to commissioning stage is required.
4	Design Coordinator	Master's in architecture/ interior/system designs/ Electrical/Mechanical	2	12-15	10	5	9	18	Complete coordination with the Authority, Internal team and to be stationed at Gandhinagar and Site as per the requirements. 2 Design Coordinators are needed one for Architecture/Exhibits and Interior works and one for Complete Services coordination. Both are responsible for complete seamless integration of works. All Field visits for Design phase are to be attended. Involvement from concept to commissioning stage is required.

PROPOSED DEPLOYMENT OF DPMC'S PERSONNEL									
Sr. No.	Position	Academic Qualification	Number of positions required	Minimum Overall Experience (In years)	Minimum Experience in Similar Position (In Years)	Minimum Experience in Eligible Projects (In years)	Minimum Man-month requirement assessed by the Authority for each position	Sub Total of Man-month for each personnel	Requirements
A	B	C	D	E	F	G	H	D x H	I
5	Museum Expert/Lead content writer/Curator	Having knowledge and understanding of Tribal History, culture and enlisted movements or can be creative scholar. Graduation in Museology/Indian history/Art	2	20-25	7	7	4	8	Complete visitor movement plan development, content development, execution of curation work, fabrication of exhibits, content creation etc. Attending meetings, seeking approvals and site visits. The CVs of all personnel to be approved by the Department after having one to one meeting with the Authority. The selected personnel shall be part of all Field visits to be conducted for the design phase. Involvement from concept to commissioning stage is required.
6	Lead content writer/Research Personnel	Experience in teaching, academics, administrative, editorial and research for related work.	2	10-12	7	7	4	8	Complete visitor movement plan development, content development, execution of curation work, fabrication of exhibits, content creation etc. Attending meetings, seeking approvals and site visits. The CVs of all personnel to be approved by the Department after having one to one meeting with the Authority. The selected personnel shall be part of all Field visits to be conducted for the design phase. Involvement from concept to commissioning stage is required.

PROPOSED DEPLOYMENT OF DPMC'S PERSONNEL									
Sr. No.	Position	Academic Qualification	Number of positions required	Minimum Overall Experience (In years)	Minimum Experience in Similar Position (In Years)	Minimum Experience in Eligible Projects (In years)	Minimum Man-month requirement assessed by the Authority for each position	Sub Total of Man-month for each personnel	Requirements
A	B	C	D	E	F	G	H	D x H	I
8	II. Team members -Category CV's to be evaluated individually								
9	Exhibit Designers	B. Des[Expertise in Exhibit area]	6	12-15	5	5	6	36	Complete design and execution of the exhibits and outdoor installations. Minimum 3 Galleries to be completed by each personnel in a month. Approvals of all mocks ups to be done. The said personnel after selection of the Department shall be stationed at Gandhinagar to complete design phase. The personnel shall possess skill sets to understand cultural dynamics- Tribal anthropology including skills related to usage of design software. The selected personnel shall be part of all Field visits to be conducted for the design phase. The scope of work is for the entire project. Involvement from concept to commissioning stage is required.
10	Architects & Interior Designers	Bachelors in architecture / interior design	4	12-15	5	5	7	28	Complete design and execution works. All required design inputs of the entire project shall be part of the scope of the work. The selected personnel shall be stationed at the Gandhinagar for Design phase.
11	Resident Engineer	Masters/ Graduate in Civil Engineering	1	15-20	7	7	13	13	Complete project execution works. Availability at the site shall be commenced after approval from the Authority. The selected personnel shall attend all coordination meetings at Gandhinagar based on the requirements. Minimum two visits per month shall be considered.

PROPOSED DEPLOYMENT OF DPMC'S PERSONNEL									
Sr. No.	Position	Academic Qualification	Number of positions required	Minimum Overall Experience (In years)	Minimum Experience in Similar Position (In Years)	Minimum Experience in Eligible Projects (In years)	Minimum Man-month requirement assessed by the Authority for each position	Sub Total of Man-month for each personnel	Requirements
A	B	C	D	E	F	G	H	D x H	I
12	Field Engineers	Graduate in Civil Engineering	3	10-12	5	5	13	39	SHE officer/billing process/survey works/execution monitoring/planning& scheduling works.
13	Chief Project Engineers-Services	Masters/ Graduate in Mechanical/Electrical/IC or related field	2	15-20	7	7	12	24	Complete design of services pertaining to all categories and related mock ups. The selected personnel shall be stationed at Gandhinagar to complete design works and do complete coordination with the Authority. The scope includes entire MEPF works including multimedia, ELV, Sound, Acoustics, Fire, Electrical, HVAC, Security System, PHE etc. Involvement from concept to commissioning stage is required.
14	Field Engineers	Graduate in Mechanical/Electrical/IC or related field	2	10-12	5	5	12	24	SHE officer/billing process/survey works/execution monitoring/planning& scheduling works.
15	Graphic Designer	B.Des or equivalent	3	5-7	3	3	6	18	Complete design and mocks up with execution review. Provide complete support to Exhibit design team for all the creatives to be demonstrated within the entire project. The selected personnel shall be part of the Field visit.
16	Language Experts	Graduate in related field	2	10-12	5	5	3	6	Complete design development works, contents development, formulation of data to be displayed, checking, authentication coordination and monitoring works.

PROPOSED DEPLOYMENT OF DPMC'S PERSONNEL									
Sr. No.	Position	Academic Qualification	Number of positions required	Minimum Overall Experience (In years)	Minimum Experience in Similar Position (In Years)	Minimum Experience in Eligible Projects (In years)	Minimum Man-month requirement assessed by the Authority for each position	Sub Total of Man-month for each personnel	Requirements
A	B	C	D	E	F	G	H	D x H	I
18	III. Key MEPF Experts -Category CV's to be evaluated individually								
19	Lightning Designer	Graduate Engineer/ Architect	1	10-15	5	5	6	6	Complete development of the illumination concept for the entire project.
20	Sound Designer/ Acoustics Engineer	Graduate Engineer in relevant field	1	10-15	5	5	6	6	Complete design development and execution works for the related works including testing and commissioning works.
21	ELV Designer/ Electrical Engineer	Graduate Engineer in relevant field	2	8-10	5	3	6	12	Complete design and execution works of the entire project. Including testing and commissioning works.
22	Plumbing Designer/Engineer	Graduate Engineer in Civil Engineering	2	12-15	5	5	6	12	Complete design and execution works of the entire project. Including testing and commissioning works.
23	Planning Engineer	Graduate Engineer in relevant field	1	8-10	5	3	8	8	Complete design and execution works of the entire project. Including testing and commissioning works.
24	Film Maker/AV/Content developer	B.Des in Film and Videography	1	5-7	3	2	6	6	Complete design and execution works of the entire project. Including testing and commissioning works.
26	Total		40					296	

PROPOSED DEPLOYMENT OF DPMC'S PERSONNEL									
Sr. No.	Position	Academic Qualification	Number of positions required	Minimum Overall Experience (In years)	Minimum Experience in Similar Position (In Years)	Minimum Experience in Eligible Projects (In years)	Minimum Man-month requirement assessed by the Authority for each position	Sub Total of Man-month for each personnel	Requirements
A	B	C	D	E	F	G	H	D x H	I
27	Support staff - Requirements								
CAD operator, photocopy operator, office person, accountant, office boys, document controller, research associates shall be assessed by DPMC and deployed for the entire duration. Fees shall be quoted inclusive for the said staff based on the requirements of the Firm. Details of each personnel to be attached by the bidder.									
Notes:									
1. Design phase with approval of DBR is 75 days from the issue of LOI									
2. The selected bidder must develop Memorandum of Understanding (MOU) with experts to develop and authenticate concepts and write-ups to be demonstrated within the entire venue including the museum building. The scope shall conduct field visits for each zone by constituting a team whose members are as approved by the Authority. The field visits are required to understand tribal culture/ dynamics, interaction with locals and identifying local artisans to get their participation in execution as well (zone wise). The entire team shall commence conducting work in coordination with the Authority.									
3. The man-month required by the Authority for each position indicates minimum period of deployment on a project for being considered as eligible. The bidder shall consider full-day working for the deployment including the visits of the experts and enlisted staff.									

Any additional manpower as considered by the DPMC shall be attached herewith and which is proposed at the time of Prequalification process over and above bid stipulations.

Annexure 3: Detailed Design Process to be adopted by the Bidder

Detailed Design Process to be adopted by the Bidder		
Sr. No.	Tasks to be undertaken to work out strategy step wise as enlisted below-	Process of Approval
1	Generate the concept outline for the identified Galleries	Dedicated team to be deputed to seek approval from Authority. Team to be based in Gandhinagar for taking clearances and approvals.
	* Develop museum orientation concept	
	* Museum movement plan	
	* Develop minute to minute program for total museum and minute to minute program for each gallery	
	* Introduction to all the tribal movements as enlisted in the bid	
	* Major movements across the country identified as mentioned in the bid	
2	Design all 19 Major movements and submit overview of the other minor movements across India	Dedicated team to be deputed to seek approval from Authority. Team to be based in Gandhinagar for taking clearances and approvals.
	identify details/name of movement	
	identify leaders' involvement	
	identify location with related region	
	Propose area for development	
	Identify community involved, Year of the movements	
	Zone wise compilation to be done	
3	Gallery layout plans with Exhibits list and detailing	Dedicated team to be deputed to seek approval from Authority. Team to be based in Gandhinagar for taking clearances and approvals.
	It shall cover details with exhibit name, media proposed for display like tribal art or artifact, diorama, technology, infographics, diorama, kiosk, display screen, models or any other forms of creatives etc	
	contents development with relevant topics [write ups/ songs /reference images etc]	
	Depiction of tribal art & forms, flora and fauna, tribal lifestyle, culture, Involvement of tribal community, artist and artisans for generating outcomes	
	Validity of the contents	
4	Common areas development plan for all floors	Dedicated team to be deputed to seek approval from Authority. Team to be based in Gandhinagar for taking clearances and approvals.
5	Batch design for the entire Gallery and each Gallery with circulation plan	Dedicated team to be deputed to seek approval from Authority. Team to be based in Gandhinagar for taking clearances and approvals.
6	External Development of Museum - Façade and final outcome with illumination scheme	Dedicated team to be deputed to seek approval from Authority. Team to be based in Gandhinagar for taking clearances and approvals.

Selection of a Design and Project Management Consultant (DPMC) for development of National Tribal Freedom Fighters Museum at Garudeshwar, Rajpipla, Narmada District

Detailed Design Process to be adopted by the Bidder		
Sr. No.	Tasks to be undertaken to work out strategy step wise as enlisted below-	Process of Approval
7	Gallery concept layout plans, theme, design and visualisation	Dedicated team to be deputed to seek approval from Authority. Team to be based in Gandhinagar for taking clearances and approvals.
8	Final outline document in standard format considering all movements depicting heritage, lifestyle, weapons & tools, artefacts, art and culture, flora and fauna, type of tribes involved.	Dedicated team to be deputed to seek approval from Authority. Team to be based in Gandhinagar for taking clearances and approvals.
9	Complete visitor experience documents with all contents	Dedicated team to be deputed to seek approval from Authority. Team to be based in Gandhinagar for taking clearances and approvals.
This is prepared to add to clarity in getting timely deliverables. Detailed timeline for the said process is 75 days and hence the bidder shall depute team accordingly. At DBR stage it can further enhanced to achieve desired outcomes with timeline for submission. 6 teams to be formulated to undertake Exhibit design works. Each team to complete 3 Galleries.		

Summary of steps that can be followed as mentioned below:

Sr. No.	Summary of steps that can be followed to complete exhibit designs works with MEPF integration plans and requirements after conducting field visits for each location	Every step shall be signed off by the Authority
1	Story line development with above mentioned requirements	yes
2	Content outline document with exhibit list and type of media/format like static exhibits, AV exhibits etc	yes
3	Gallery design and curation approach	yes
	Identify break out of theme and focus area proportion. Movement area VS Tribal area culture	
	Visitors' navigation plan	
	Narratives details	
	Type of artefacts, artworks, crafts depiction and identify elements to be commissioned from Tribal Artists.	
	Curation of contents with technologies	
	Use of medium for story telling	
4	Gallery Experience document	yes
	Mapping and 3d visualisation	
	Layout plan with interiors	
	Details of all exhibits, interactive elements and life size models	
	Graphic designs	
	Placement of technologies	
	Details of contents - language wise	
	Final 3D drawings	

Selection of a Design and Project Management Consultant (DPMC) for development of National Tribal
Freedom Fighters Museum at Garudeshwar, Rajpipla, Narmada District

Sr. No.	Summary of steps that can be followed to complete exhibit designs works with MEPF integration plans and requirements after conducting field visits for each location	Every step shall be signed off by the Authority
5	After approval conclude with all materials and finishes matrix	yes
6	Prepare working drawings	
7	Prepare BOQ and Estimates for each gallery and total museum. It shall be parallel activity for budget review	yes
8	Discuss and seek approvals after checking site feasibility and execution plan	
9	Release GFC after detailed explanation to all stakeholders	yes

Annexure 4: Sample Design Basis Report for Reference

Content for DBR- This is for reference only. The selected bidder shall develop their contents for submission.

The Components that should be covered in DBR considering Green Building Criteria for each stream.

1. ARCHITECTURAL

- a. Introduction
- b. Project outline
- c. Location
- d. Site
- e. Site analysis
- f. Scope of work with all the major components
- g. Design intent
- h. Design solution
- i. Applicable codes and standards: India
- j. Area statement
- k. Green building features
- l. Landscaping

2. STRUCTURAL

- a. Project description
- b. Design standards and list of codes
- c. Design parameters
- d. Proposed approach to structural analysis and design
- e. Load combinations
- f. Design of structural elements
- g. Design and development

3. HVAC

- a. Introduction
- b. Applicable standards & references
- c. Basis of design
- d. Design parameters
- e. System description
- f. Equipment considered in proposal
- g. Proposed makes of equipment
- h. Exclusion

4. FIRE FIGHTING

- a. Preamble
- b. Fire protection system
- c. Applicable design codes
- d. Occupancy
- e. Systems proposed

- f. Fire water storage
- g. System description
- h. Fire hydrant system
- i. Sprinkler system
- j. Portable fire extinguishers/handheld extinguishers
- k. Novec 1230 fire suppression systems
- l. High-pressure water mist systems
- m. Approved specifications and makes
- n. Exclusions

5. ELECTRICAL

- a. Preamble
- b. Sources of power supply
- c. Power distribution
- d. Ups system
- e. Estimated electrical power requirements
- f. L.T. servo voltage stabilizer
- g. Solar system
- h. General electrical details
- i. Single line diagram
- j. Proposed makes of materials

6. ELV SYSTEM

- a. Introduction
- b. Building management system
- c. System description & design concept
- d. BMS objectives
 - i. Areas covered
 - ii. Systems integrated
 - iii. Make of the system considered & approvals
 - iv. System components
 - v. System schematic
 - vi. System architecture
- e. Public address system and emergency evacuation system
 - i. Distributed control
 - ii. Areas covered
 - iii. Make of the system considered & approvals
 - iv. System components
 - v. System schematic
- f. Wireless local area network (wlan) wi-fi system
 - i. Areas covered
 - ii. System architecture
 - iii. Data and voice communication system

7. ELEVATOR

- a. Passenger elevator

- i. Construction, design, and finish of the car body
- ii. Operation of Lifts
- iii. General description of lifts
- iv. Elevator traffic analysis

8. AUDIO VIDEO SYSTEM

- a. Areas Covered
- b. Make of the System Considered & approvals
- c. System Components
- d. System Schematic (TYPICAL)
- e. Digital Wireless Conference System

9. SECURITY SYSTEM

- a. Ip based video surveillance system (ip cctv)
 - i. Video management software & camera licenses
 - ii. Ip cameras
 - iii. Joystick
 - iv. High configuration server with storage
 - v. High configuration client workstation
 - vi. Video wall
 - vii. Network switches
 - viii. Equipment rack
 - ix. Cabling
 - x. System schematic
- b. Access control system
- c. Screening system

10. FIRE ALARM SYSTEM

- a. Intelligent Addressable Fire Detection Systems
- b. System Description and Design Concept
- c. Areas Covered
- d. Make of the Systems Considered and Approvals
- e. System Components
- f. System Schematic

11. VIDEO DISTRIBUTION SYSTEM

- a. 3G-HDSI video distribution system
- b. System Description & Design Concept
- c. Areas Covered
- d. Make of the System Considered
- e. System Components
- f. System Schematic

12. PHE

- a. Preamble
- b. Norms and standards considered
- c. PHE system

- d. Landscape irrigation
- e. Water softening plant
- f. Rainwater harvesting system
- g. Soil/waste disposal
- h. Water body with ripple/wave effect
- i. Filtration plant for the water body
- j. Sewage load
- k. Sanitary fixtures and fittings
- l. Materials of construction for plumbing
- m. Approved specifications and makes
- n. Exclusions

13. MULTIMEDIA SYSTEM

- a. PART - I
 - i. Tribal Expert
 - ii. Museum Expert
 - iii. Museum Experience
 - iv. Content
 - v. Footage
 - vi. Workflow
 - vii. Assumptions
 - viii. The Restoration & Archiving Workspace
 - ix. New & Fresh Content
- b. PART - II
 - i. Technologies to be used

14. SOUND REINFORCEMENT SYSTEM (SRS)

- a. System description & design concept
- b. Distributed control
- c. Areas covered
- d. System schematic (SLD)

15. ACOUSTICS

- a. Introduction
- b. Project outline
- c. Scope of work
- d. Acoustics
- e. Typical acoustical construction detailing and criteria
- f. Conclusion

<p>Data management software for all the curation and operations works shall have to be decided as per the requirements of the Authority which is proposed as Indian- Jatan by C-DAC or European – The Museum system.</p>

Note:- Kindly refer to the area statement for the areas that shall be covered in the DBR.

Annexure 5: Cost of Services

Total Contract fee is (in %) (in figures)	INR/- ⁺
Total Contract fee is (in %) (in words)	

+The Contract fee shall be exclusive of applicable GST, which shall be paid extra by the Authority as per the DPMC Contract. The Contract fee shall be payable as per terms of Annexure 6, Volume 2 and to be read together with Clause 06 of the Volume 2 DPMC Contract.

+The applicant shall note that at this stage anticipated project cost of the works to be executed is INR 153 Crore (Estimated cost of project). In case the project cost goes up than the estimated cost of project of INR 153 crores, then the DPMC Agency shall be paid at the proportional rate of half the quoted fee rate for the project works more than the Estimated cost of project of INR 153 Crore.

Note:

1. The Authority reserves the right to accept or reject any or all the applications at time prior to the award of the contract.
2. The above fees are exclusive of GST, but subject to income tax deduction at source as per applicable laws.

Signature of Authorized Signatory of the Bidder

Name

Designation

Place

Date

Seal

Annexure 6: Payment and Time Schedule

1. The Contract fee is payable by the Authority to the DPMC Agency not later than 30 (thirty) days from date due on receipt of an invoice from the Service Provider along with necessary particulars.
2. The cost of the Services payable to the DPMC shall be divided into a fee for Design phase (Design fee) which would be **40%** of the Contract fee and fee for Supervision Phase (Supervisory Fee), which would be **60%** of the Contract fee as enlisted below.
3. The tables below set out the payment milestones for the payment of **Contract Fees**.

National Tribal Freedom Fighters Museum			
Payment milestones- Design and Construction Phase			
Sr. No.	Completion Milestone Stages	Cumulative Timeline from the issue of LOI to DPMC	% of total fees
1	A. Final Submission and Approval of Design Basis Report to develop further detailed designs of the project based on enlisted requirements. B. Complete detailing of concept plan amended master planning, recommendations on the model of execution with museum design. C. Commencement of Field studies for Exhibit Designs and strategy development for conducting Exhibit design works. All assessment studies including all services, utilities and infrastructure shall be completed. Refer Annexure 1 of Volume II, Refer Annexure 2& 4 of Volume II and Appendix I Form 9 Volume I.	45 days.	7
2	A. Final submission of Museum Galleries along with complete curation works for all 19 Galleries with 3d views and walk-throughs & layouts as enlisted in Annexure 1,2, and 3 Volume II	75 days	7
3	A. Approval of all Concept and Preliminary drawings B. Submission and Approval of Estimates with market quotations C. Submission and Approval of bid document with Tender drawings for Publication & Release of NIT for Construction agency and after seeking all approvals from the Authority Refer Annexure 1 and 2 of Volume II.	100 days	15
4	Submission of Evaluation Report and on completion of Selection Process of construction agency.	130 days	5
5	After issuance of the LOI to construction Agency. Release of Architectural, Services, Exhibit designs for Museum and allied developments along with infrastructure development works GFC drawings to the Selected Agency. Release of more than 40%	145 days or as mutually decided with the Authority	40% minus total fee payment made in milestone 1

National Tribal Freedom Fighters Museum			
Payment milestones- Design and Construction Phase			
Sr. No.	Completion Milestone Stages	Cumulative Timeline from the issue of LOI to DPMC	% of total fees
	WORK FRONT of the entire project. Refer Approved DCI		through milestone 4
6	Monthly payment in proportion to the monthly works completed by the Construction Agency. [Financial progress in value terms]. " Supervisory" fees along with balance release of GFC drawings.	Monthly payment based on financial progress	50%
7	A. Balance payment will be released after completion of DLP period and handover of the site, follow up with operations and maintenance agency. Closure of complete contract administration works. B. Submission of Asbuilt drawings and Triparty agreements and Museum related software.	To be decided mutually with the Authority	100% minus total payment made in milestone no 1 to 6.
Notes			
1	Amount of monthly payment for works= $55\% \times (\text{monthly incremental value of the works completed by construction agency as determined from their contract}) - (\text{total value of works required to completed}) \times \text{cumulative payment towards supervisory fees to be made to DPMC}$		
2	For serial no 1 to 4 calculations of the Fee shall be based on estimated project cost which will be decided by the Authority		
3.	In case if the project cost goes up than the Estimate Cost, then the DPMC shall be paid at the proportional rate of half the quoted rate of the curation works more than the estimated cost.		

4. The Service Provider hereby acknowledges and agrees that it is not entitled to any revision of the Contract fee or other relief from the Authority except in accordance with the express provisions of this DPMC Contract.
5. The Authority would be entitled to commensurately deduct from the Contract fee in case the Service Provider defaults / fails to meet its obligations under the DPMC Contract in accordance with **Clause 7.2.**
6. **Detailed Design and drawing submission shall be prepared by the DPMC agency to adhere to the timeline /milestones stipulated in the bid. Authority approval of design submission timeline shall be referred, and pro-rata progress and deployment of Manpower shall be reviewed for each payment milestones.**

Annexure 7: Bank Guarantee for Performance Security

(Refer Clause 7.1.2)

To

[The President of India /Governor of.....]

acting through

.....

.....

.....

1. In consideration of acting on behalf of the (hereinafter referred as the “**Authority**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to, having its office at(hereinafter referred as the “**DPMC**” or “**DPMC Agency**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s DPMC Contract no..... date.....valued at Rs.(Rupees.....), (hereinafter referred to as the “**DPMC Contract**”) the assignment for services in respect of the Project, and the DPMC having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Authority for performance of the said Agreement.
2. We, (hereinafter referred to as the “**Bank**”) at the request of the DPMC do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said DPMC of any of the terms or conditions contained in the said DPMC Contract.
3. 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 the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said DPMC of any of the terms or conditions contained in the said DPMC Contract or by reason of the DPMC’s failure to perform the said DPMC Contract. 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).
4. We, (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the DPMC 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 DPMC Agency shall have no claim against us for making such payment.

5. 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 required for the performance of the said DPMC Contract and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said DPMC Contract have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said DPMC Contract have been fully and properly carried out by the said DPMC 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.
6. We, (indicate the name of Bank) further agree with the Authority that the Authority 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 DPMC Contract or to extend time of performance by the said DPMC Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said DPMC Agency and to forbear or enforce any of the terms and conditions relating to the said DPMC Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said DPMC Agency or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said DPMC Agency or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the DPMC Agency.
8. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
9. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs..... crore (Rupees crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before [..... (indicate the date falling 365 days after the date of this Guarantee)].

For

.....

Name of Bank:

Seal of the Bank:

Dated, theday of, 20.....

NOTES:

1. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
2. 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