

Request for Proposal (RFP) for upgrading of Bapu Museum (New Building) - Vijayawada, Andhra Pradesh, including of Execution, Supply, Installation, Testing and Commissioning on site on EPC Turn Key basis.



An initiative by
GOVERNMENT OF ANDHRA PRADESH
Office of the Commissioner, Department of Archaeology and Museum
Gollapudi, Vijayawada

REQUEST FOR PROPOSAL

GOVERNMENT OF ANDHRA PRADESH
DEPARTMENT OF ARCHAEOLOGY AND MUSEUMS

Website: www.aparchmuseums.nic.in

Contents

1. Disclaimer.....	5
2. Introduction	6
Background.....	6
Objective.....	6
3. SCHEDULE OF RFP SUBMISSION	9
4. PREPARATION AND SUBMISSION OF RFP.....	10
General	10
Sealing and marking of RFP	10
RFP preparation cost.....	10
Right to accept any RFP and to reject any oral RFPs	10
ANNEXURE_I.....	12
ANNEXURE_II	13
ANNEXURE_III	14
ANNEXURE_IV.....	15
FORM_A	16
FORM_B.....	17
FORM_C.....	18
INSTRUCTIONS TO BIDDERS	19

**UPGRADATION OF BAPU MUSEUM -VIJAYAWADA
ANDHRA PRADESH**

Department of Archaeology and Museums intends to upgrade Bapu Museum including Execution, Supply, Installation, Testing and Commissioning on site along with all related Civil, Mechanical, Structural & Electrical work at Bapu Museum (New Building).

Department of Archaeology and Museums (herein after referred to as APDAM) requires the services of well established museum development experienced agency for actualizing the vision, design, implementation along with complete up gradation of Bapu Museum (New Building), Vijayawada.

Interested firms/individuals should have experience in conservation / preservation / restoration of historical structural monuments buildings / display of museums galleries etc including:

1. Museum Development
2. Development of Permanent installations on legends / museum themes involving creative features including all interiors, furniture, fixtures, artworks, dioramas, digital and graphical interpretations.

Interested firms/ individuals willing to undertake the work should submit the offer.

For RFP document, you may refer to the website www.aparchmuseums.nic.in/

Date	03-08-2018
Venue	APDAM Office, Vijayawada, Andhra Pradesh.
<p>For any queries, contact:</p> <ol style="list-style-type: none"> 1) Sri N.Mallikarjuna Rao, Dy. Director(Tech.) – 9849905718 2) Sri E.Bhasker Naik, Asst. Director(Engg.) -9652516699 3) Office Phone No.0866-2410986 	
<p>For and on behalf of Department of Archaeology and Museums Vasudha Shelters, B-Block, 1st Floor, Saipuram Colony, Gollapudi, Vijayawada-521225.</p>	

1. Disclaimer

- A. APDAM does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document. Each prospective applicant should conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate source before participation in the Pre-Application Conference.
- B. APDAM will not have any liability to any prospective Applicant or any other person under the law of contract, for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document.
- C. APDAM reserves the right to reject any or all of the applications submitted in response to this RFP document and/or any subsequent stage without assigning any reasons whatsoever. APDAM also reserves the right to hold, or withdraw or cancel the process at any stage without any prior intimation or notice to the Applicants who submit the applications or bids.
- D. APDAM also reserves the right to modify or amend or add to any or all of the provisions of this RFP document or cancel the present Invitation and call for fresh Invitations. Further APDAM shall not be liable to pay/ Refund any amounts including damages /compensations to the Bidders due to rejection / Cancellation of the Proposals . Also No queries and any communication shall be entertained in this aspect.
- E. APDAM will not have any liability in case of non-receipt of any correspondence from them to the Applicants due to the postal delays etc.
- F. **CONDITIONAL TENDER :** Conditional tenders / Bids are not accepted. Submission of tender /Bids would be construed as acceptance to all the terms and conditions of the tender which include conditions of contract and other specifications

2. Introduction

2.1 Background

Department of Archaeology and Museums, Andhra Pradesh, undertaking to engage in upgrading of Bapu Museum ,Vijayawada.

2.2. Objective

APDAM now intends to appoint an established and renowned agency to develop on turnkey basis the up gradation of Bapu Museum. APDAM on behalf of Government of Andhra Pradesh is inviting RFP from interested firms/group.

Through this RFP process, the Authority intends to gauge the prospective players/firms who would be interested in the project and develop a common

understanding of the proposed terms and conditions of the Management Agreement.

Overview of Project Scope:

1. The prime bidder is required to carry out the above project on turnkey basis for proper execution of the up gradation and integration of the complete museum including related civil, Mechanical, Structural and electrical works. In case of JV , the Consortium of JV together shall complete the Project.
2. The Scope of work would include: Concept execution, Supply ,Testing, Installation and Commissioning of all project deliverables as per BOQ. Any cutting/ modification/ removal/ re-installation in the identified existing structure, prior permission to be taken from the department. The quantities in BOQ arrived by the Department is for guidance only . The Successful Bidder shall complete all the works i.e, Interiors , Installations and other miscellaneous works etc. duly worked out as per their own designs , Drawings which are to be approved by the Consultant / Department .
3. The listed components are the general guidelines for the solution. The turnkey project to be setup must comprise of state of the art of hardware equipment and software with collectively offering high uptime.

The estimated cost for the project is Rs. 8,00,00,000/- including GST@12% , Labour Cess @1%and all other statutory provisions as per the Department norms is to be completed in six months' time from the date of issuance of work order. The project includes the major components requirement as listed below:

Complete up gradation of the Museum including all civil repairs if any, all furniture, fixtures, interiors, restoration, air conditioning, displays including graphics, digital installations, diorama etc. as detailed out in the BOQ as per Annexure IV.

Basic Requirements :

- A. Project related required Civil, Structural, Mechanical, Structural and Electrical Work to be carried out by bidder.
 - i. Related props/graphics installation for required installations.
 - ii. UPS power protection to hi-end sensitive products
 - iii. All interiors and furniture fixtures; all installations including showcasing existing artifacts.
 - iv. All other project items as per BOQ.
 - v. HVAC, Electric power connection, distribution, lighting and cabling etc.
- B. Other Facilities by APDAM:
 - i. Administrative Block to be set up by APDAM.
 - ii. Entry & Exit arrangements for visitors and tourists by APDAM.
 - iii. Advance facilities for online booking.
 - iv. Related websites and maintenance.
 - v. Display of promos/museum clips etc. on site LED Screens/Video walls/Social media.

Note:

1. The above mentioned requirements for the museum are indicative and bare minimum BOQ has all the identified details.
2. Complete installation should be full proof & protective against corrosion, dust, rain water and electric leakage current etc.
3. Seeking necessary approvals (what so ever) from the work related

appropriate authority will be in scope of work of bidder, however department will assist for the approvals.

4. Environment statutory requirements, local govt. department approvals are must and will be obtained by the bidder, however department will extend assistance to sought required approval from various govt. bodies / Local bodies.

Details Functionalities:

The project includes the following major components:

1. Interiors, Art Installations, HVAC, Mechanical, Structural & Electrical Works related to the museum development will be responsibility of bidder
 - a) Bidder may visit the site before submitting offer at their own expenses.
 - b) Required setup for power distribution with relative cabling etc.
2. Content and Art Production:
 - a) Content towards the Museum to be implemented in consultation with APDAM's project consultant.
 - b) In case of any digital content development all production regarding the same to be developed along with APDAMs project consultant.
 - c) Bidder will do the final installations in the museum in consultation of APDAMs project consultant.
 - d) All content must get approval from APDAMs Commissioner and project consultant.
3. Execution on site as per BOQ, Production, Programming System, Integration soft commissioning in consultation with APDAMs project consultant by the bidder.
 - a) All execution/integration/calibration for soft commissioning of the project as per BOQ.
4. OPERATION & MAINTENANCE:
 - a) This museum will be open to public for 6 days a week from 10am to 5pm.
 - b) The power supply for the museum will be provided by APDAM.
5. Standby Power: UPS, Invertors or Diesel Generator:

APDAM will arrange for standby power facilities by way of installation of UPS, inverter for Computer and related electronic equipment and Diesel Generator for flawless running of the museum, in case of power failure.
6. Life of Components
The implementation of the project is of permanent nature & all the components are expected to have life of not less than 10 years except routine wear and tear. The defect liability of the bidder will be for 2 years towards all electronic equipment.

Eligibility Criteria:

The bidders need to provide necessary documentary evidence against the entire criterion mentioned below which will make them eligible for this assessment. In case the bidder fails to comply with the points in eligibility criteria assessment, their bids will not be considered for further evaluation:

- (i) The bidder should have a minimum Annual turnover of Rs. 8.00 Crores in any one FY during Last Five FY's. Copies of audited balance sheets should be enclosed. (In case of J.V all the partners together should meet this turnover criteria as per their percentage of Share holding)
- (ii) The bidder should be in existence for at least 10 years, i.e. on or before from the date of submission of this tender. Copies of certificate of the Department should be attached as documentary evidence.

S No	Parameter	Marks allotted
1	Master Plan for the Project / Work along with innovative Methodology	15
2	Product Specifications (materials, design,	10
3	Quality & Experience of Project team	
	Project Manager - 10 Years Experience in similar Nature of works (For 2 years of Experience in similar work - 1 Mark)	5
	Design Engineer / Curator - 3 years of Exp in similar Nature of works (1 Mark per each year)	3
	Site Engineer - 3 years of Experience in similar Nature of works (1 Mark per each year)	3
	QA/QC Engineer - 2 Years of Experience in similar Nature of works (1 Mark per each year)	2
	Other Supporting Staff	2
4	Similar Nature of Works (Minimum 5 Projects are must --10 Marks , For every additional Project --2 Marks: with a maximum marks of 20)	20
5	Annual Financial Turn over in any one FY during Last 5 FY's : For a Value of Rs.8.00 Cr - 5 Marks : 1 Mark for every additional Rs.2.00 Cr worth with a maximum Marks of 10 Marks	10
	SUB TOTAL :	70
6	Presentation with Innovative Methodology for Execution and also covering all the above along with a) Understanding of the Project b) Approach and Methodology c) Work Plan with Relavant Contacts	30
	TOTAL :	100

Single or JV shall be allowed.

- The bids may be submitted as a single bid or in a consortium. In case of a consortium, the number of consortium members should be mentioned .

- a) The lead member shall meet at least 50% of the Financial Eligibility Criteria , and the share hold of other members shall be mentioned .
 - b) All members combined should meet total Eligibility Criteria
2. The selection shall be on the Combined Quality Cum Cost Based Selection (CQCCBS) based on the final weighted score, subject to fulfilling the requirements of the Qualification Criteria. The Proposal will form part of the contract with the selected agency.
 3. All bidders, shall have to comply with the eligibility criteria to be declared “Eligible”.

Submission of RFP: Interested parties need to submit a brief profile of the organization, audited financial statements for the last Five financial years, certificates and evidence of relevant experience along with a detailed Presentation. RFP to be submitted to authorized person as per address and date &time specified.

Evaluation Criteria: A designated committee shall be appointed by APDAM, which shall evaluate all the proposals/presentations and select the most suitable application.

SCHEDULE OF RFP SUBMISSION

The timelines of this RFP are detailed in the table below.

Issue of RFP	03-08-2018
Closing date for submission	05-10-2018 up to 03.00 PM
Date and time of Pre Bid Meeting (Any Queries by the intending Bidders may reach 3 days before the Pre Bid meeting).	20-09-2018 at 2.00 PM
Date and time of Technical Bids Opening Date	10-10-2018 at 04.30 PM
After Technical Evaluation separate meeting will be arranged for Presentation and opening of financial bid by APDAM	11-10-2018 at 10.30 AM
Date and time of Financial Bids Opening Date	12-10-2018 at 11.00 AM

4. PREPARATION AND SUBMISSION OF RFP

4.1 General

The Applicant may be a single entity or a J.V. However, no applicant applying individually or as a member of a J.V., as the case may be, can be member of another J.V. The term Applicant used herein would apply to both a single entity and a J.V. In case of an individual applicant/J.V., details to be furnished as per FORM A

4.2 Sealing and marking of RFP

- RFP can be submitted either in Hard copy as a spiraled/ hard bound document and through email in PDF format only.
- In case of hard copy submission, the envelope shall clearly bear the following identification and submitted to the details:

“RFP” for Turnkey work of up gradation of Bapu Museum including all items

identified/specified in BOQ.”

Hard copy submission be address to the following
The Commissioner,
Dept.of Archaeology & Museums,
Vasudha Shelters, B-Block, 1st Floor,
Saipuram Colony, Gollapudi,
Vijayawada-521225.

4.3. RFP Bidding Cost

- The Applicant shall pay an amount of Rs. 10,000/- (Rupees Ten thousand only) as processing charges for the bids in form of Demand Draft of Nationalized or Scheduled Bank or Pay Order in favour of “ The Commissioner, Archaeology & Museums, Vijayawada” .
- The Processing Fee is non-refundable.
- APDAM shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the RFP.
- EMD as DD/BG will be 1.0% of the Project Cost

4.4. Right to accept any RFP and to reject any or all RFPs

- Notwithstanding anything contained in this document, APDAM reserves the right to accept or reject any RFP and to annul the RFP process and reject all RFPs, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

4.5 Terms of Payment

S No	Description	% of Payment
1	On Completion of Civil Works	20.29%
2	On Completion of Electrical Works	44.13%
3	On Completion of Interior Works	30.41%
4	On completion of Land scape other Miscellenious works	5.46%

Payments will be made on Pro rata basis for the various activities of the above items , basing on their percentage share in the BOQ

4.6 Clarification

For clarifications, if any the contact point will be

- 1) Sri N.MallikarjunaRao,Dy.Director(Tech.) – 9849905718
- 2) Sri E.Bhasker Naik, Asst.Director(Engg.) -9652516699
- 3) Office Phone No.0866-2410986

ANNEXURE I
LETTER OF TRANSMITTAL

(to be typed in Applicant's Letterhead)

To
The Commissioner,
Dept.of Archaeology & Museums,
Vasudha Shelters, B-Block, 1st Floor,
Saipuram Colony, Gollapudi,
Vijayawada-521225.

Sub: Submission of RFP Turnkey work of upgrading of Bapu Museum -
Vijayawada, Andhra Pradesh, including of Execution, Supply, Installation,
Testing and Commissioning on site

Dear Sir,

Having examined the details given in RFP Notice and Project Information details for the above project, I/we hereby submit our RFP and the relevant information

1. I/We hereby certify that all the statements made in the information supplied in the enclosed form and the accompanying statements are true and correct.
2. I/We have furnished all information and details necessary for RFP.
3. I/We also authorize APDAM or their authorized representatives to approach individuals, employers and firms to verify our competence and general reputation.
4. I/We submit the following forms in support of our suitability, technical know-how and capability for having successfully developed / constructed projects along with prescribed format.
5. We understand that APDAM will be at liberty to finalize project parameters and issue RFP for the project.

Signature(s) of Applicant(s)

Enclosures
Seal of applicant
Date of
submission

ANNEXURE II
Proposed Project Site



ANNEXURE III

Terms of Reference (ToR)

The following ToR is indicative and Comments / Suggestions from Operators are requested which shall not be confined to the below ToR only

Sr. No.	Clause	Particulars
1	Title for RFP	Turnkey work of upgrading of Bapu Museum - Vijayawada, Andhra Pradesh, including of Execution, Supply, Installation, Testing and Commissioning on site as per BOQ
2	RFP Type	Pre-qualification cum RFP Document notice on turnkey basis
3	Type of Bidding	EPC Turn Key Basis CQCCBS (Box Tender)
4	RFP Validity	90 days
5	Company Profile	Brief description on the company and organization structure
6	Detail projects undertaken	Short note on the similar projects undertaken (completed/ ongoing)
7	Suggestive theme	A small theme/ presentation based on the dimensions provided for the location
8	Elements to be incorporated	Elements to be incorporated in the museum
9	Tentative price proposed	Rs.8,00,00,000/- including GST@12%, Labour cess@1% and all other statutory provisions

ANNEXURE IV
Bill of Quantities to be executed

Separate Sheet Attached

FORM A
Name of Firm/ Applicant

1	Name & Address of the applicant with Telephone No. / Fax No./ Website		
2	Name & contact details of Authorized signatory with Tel No./ Email ID		
3	a) Year of Establishment b) Date & Year of commencement		
4	Legal status of the applicant (please specify) a) A proprietary firm b) A Partnership c) A limited company or Corporation/ d) State owned		
5	Place of Registration and Principal places of business		
6	Category of Work Experience (Tick on relevant experience)	Experience in developing Historical /Legend based permanent museum spaces	Yes/No
		Experience in developing projects with static and digital art based high-tech applications	Yes/No
		Any other Business Experience	Please Specify

Note:

- i. The above details shall be furnished by bidder.
- ii. In addition to the above information, company profile and past/related projects developed can be shared

FORM B

Management credentials

(Separate form shall be furnished for each property)

1. Reputable Event/ Project Name:
2. Category of Project:
3. Approximate Project Cost in Rupees:
4. Elements incorporated in the project:
5. Location:
6. Name of Owner:
7. Brief Description of Projects:
8. No. Projects commissioned:
9. Years of Operation:
10. Name of associated Firm(s), if any:

Signature(s) of bidder(s)

*The bidder may provide details of maximum 6 projects that best demonstrate ability to undertake upgradation of Bapu Museum, Vijayawada.

FORM C

Financial Criteria

(On Company Letter Head)

Net-worth Details of Applicant Firm

Applicant Name:					
(As per last audited financial statements)					
Year	FY 2017-18	FY 2016-17	FY:2015-16	FY:2014-15	FY 2013-14
Turnover					

The Financial Turn over shall be issued by the Registered Chartered Accountant (or) based on the work Experience certificates issued by the Engineer – In – Charge not below the Rank of Executive Engineer must be produced . In case of Joint Venture the Criteria will be calculated based on their share holdings of the individual partners of the Consortium.

5. Instructions to Bidders

A. GENERAL

<p>1. Scope of Bid and Bidding Process</p>	<p>1.1 The Employer - APDAM invites bids for the project, as briefly described in this Bidding Documents.</p> <p>1.2 The timelines for the project is as mentioned herewith</p>
<p>2. Fraud and Corruption</p>	<p>2.1 It is the Employer’s policy to ensure bidders shall, observe the highest standard of ethical conduct during the execution of the scope of work¹. In pursuance of this objective, the Employer:</p> <p>(A) defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> (i) “corrupt practice” is the offering, giving, receiving or soliciting, either directly or indirectly, anything of value to improperly influence the actions of another party; (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including the attempt to improperly influence the actions of another party; (iv) “coercive practice”² is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party; (v) “obstructive practice” is <ul style="list-style-type: none"> (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; <p style="text-align: center;">Or</p>

¹ In this context, any action taken by a bidder to influence the Bid process for undue advantage is improper.

	<p>(b) Acts intended to materially impede the exercise of the Employer’s inspection and audit rights.</p> <p>(B) shall reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the Agreement in question;</p> <p>(C) Shall have the right to inspect their accounts and records and other documents relating to the bid submission and performance of the project.</p>
<p>3. Eligible Bidders</p>	<p>3.1 Bidders shall provide such evidence of their eligibility satisfactorily to the Employer, as the Employer may reasonably request.</p> <p>3.2 All bidders shall have to comply with the eligibility criteria to be declared “Eligible”. The eligibility criteria has been elaborated in The RFP.</p> <p>3.3 The decision of the Employer shall be final with respect to the determination of the eligibility of the Bidders.</p> <p>3.4 By submission of documentary evidence in its bid, the Bidder must establish to the Employer’s satisfaction that it has the financial and technical capability necessary to perform the scope of work, meets the qualification criteria specified in RFP.</p>
<p>4. Conditions</p>	<p>The bids may be submitted as a sole bid or J.V. allowed</p>
<p>5. Cost of Bidding</p>	<p>5.1 The Bidder shall bear all costs associated with the preparation and submission of its bid including inspections to site etc., and the Employer will in no case be responsible or liable for those costs.</p> <p>5.2 The Bidder agrees that all bidding costs and expenses shall be non-refundable.</p>

B. THE BIDDING DOCUMENTS

6. Amendment of Bidding Documents	<p>6.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether on its own or in response to a clarification to a prospective Bidder, amend the Bidding Documents. The amendments so made, shall supersede the earlier clauses. The amendments, or addenda will be posted on the website.</p> <p>6.2 Amendments will be provided in the form of Addenda to the Bidding Documents, which will be posted on the official website of the Employer as specified in this RFP. Addenda shall be binding on the Bidders. Bidders are required to check the website for any addenda and it is deemed that the Addenda have been considered by the Bidder in its Bid.</p> <p>6.3 In order to afford reasonable time to the prospective Bidders for considering the Addenda in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, in which case, the Employer will notify all Bidders by publishing it in the official website.</p>
--	--

C. PREPARATION OF BIDS

7. Language of Bid	7.1 The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Employer shall be in English.
---------------------------	--

<p>8. Documents Comprising the Bid</p>	<p>8.1 Each bid submitted by the Bidder shall comprise of:</p> <p style="padding-left: 40px;">Envelope I: Technical Proposal</p> <p style="padding-left: 40px;">Envelope II : Financial proposal</p> <p>The contents of each of the above envelopes have been detailed along with applicable forms & formats in subsequent appendices.</p> <p>8.2 The bid process is a two stage process where all the successful Bidders will be determined by the Employer by considering envelopes-I, II</p>
<p>9. Bid Currencies</p>	<p>9.1 Prices shall be quoted in Indian Rupees only.</p>
<p>10. Bid Fee</p>	<p>10.1. All bids shall be accompanied by the bid fee, to be paid in a manner as specified in this RFP.</p> <p>10.2 Any bid submitted without the bid fee shall be summarily rejected.</p>
<p>11. Bid Security</p>	<p>11.1 The RFP specifies the amount and mode of submission of EMD to be submitted by the bidder for each project.</p> <p>11.2 Any bid not accompanied by the EMD shall be rejected by the Employer as non-responsive.</p> <p>11.3 The EMD of all bidders shall be retained by the Employer and shall be released within 15 days after signing of agreement with the successful Bidder.</p> <p>11.4 The Employer shall be entitled to appropriate the EMD and encash the bank guarantee towards compensation / damages on occurrence of any of the events specified in this RFP including:</p> <ul style="list-style-type: none"> • If a Bidder engages in a Corrupt Practice, or Fraudulent Practice, or Coercive Practice, or Undesirable Practice or Restrictive Practice • If a Bidder modifies or withdraws its Bid after opening; • If a Bidder withdraws its Bid during the interval between the Bid Due Date and expiration of Bid Validity period including extensions made by the by the Employer; • If any information or document furnished by the Bidder is found by the Employer to be misrepresenting, misleading, incorrect or untrue in any material respect. <p>11.5 In case the Successful Bidder, fails within the specified time limit -</p> <ul style="list-style-type: none"> • to acknowledge the Letter of Intent; • to sign the Agreement and/or;

	<ul style="list-style-type: none"> To furnish the Performance Security as per the provisions of this RFP.
12. Period of Validity of Bids	<p>12.1 Bids shall remain valid, for a minimum period as specified in the 90 days after the expiry of deadline date for bid submission prescribed in this RFP.</p> <p>12.2 In exceptional circumstances, prior to expiry of the bid validity period, the Employer may request that the Bidders to extend the period of validity for a specified additional period. The Bidders shall do so, else their bids will become null and liable for rejection. The EMDs of such Bidders will be appropriated.</p>
13. Format and Signing of Bid	<p>13.1 The Bidder shall prepare and submit an original bid</p> <p>13.2 The original bid, consisting of the documents listed herewith shall be typed in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid (RFP and all enclosures) shall be attested by the person or persons signing the bid.</p> <p>13.3 The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be attested by the person or persons signing the bid.</p>

D.**SUBMISSION OF BIDS**

14. Sealing and Marking of Bids	<p>14.1 The Bidder shall seal the bids. The envelopes shall then be sealed in an outer envelope.</p> <p>14.2 The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> (a) be addressed to the Employer at the address given in the RFP, and (b) bear the Project name indicated in RFP and the bid number as indicated in RFP <p>14.3 The Outer envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared "late."</p> <p>14.4 If the outer envelope is not sealed, marked and submitted as required under this RFP, the Employer will assume no responsibility for the bid's misplacement or premature opening.</p>
--	---

<p>15. Deadline for Submission of Bids</p>	<p>Bids must be received by the Employer at the address specified in</p> <p>15.1 This RFP no later than the time and date stated herewith</p> <p>15.2 The Employer may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents, in which case all rights and obligations of the Employer and Bidders will thereafter be subject to the deadline as extended.</p>
<p>16. Late Bids</p>	<p>16.1 Any bid received by the Employer after the bid submission deadline prescribed by the Employer in this RFP will be rejected and returned unopened to the Bidder.</p>

E. BID OPENING AND EVALUATION

<p>17. Opening of Bids by Employer</p>	<p>17.1 The Employer will open all bids, at the time, on the date and at the place specified in this RFP or as specified by the Employer at a later date. Bidders' representatives may attend the same at their discretion.</p>
<p>18. Clarification of Bids</p>	<p>18.1 During the bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.</p>
<p>19. Preliminary Examination of Bids</p>	<p>19.1 The Employer will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order as specified in the RFP.</p> <p>19.2 The Employer may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p>19.3 Prior to the detailed evaluation, the Employer will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without any material deviations or exceptions or Conditions. The Bid shall be un-conditional.</p> <p>19.4 If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by the</p>

	<p>Bidder by correction of the nonconformity. The Employer's determination of bid responsiveness will be based on the contents of the bid itself.</p>
	<p>20.4 The Employer's decision on the determination of responsiveness of a bid is final and binding on all the bidders.</p>
<p>20. Scrutiny of Envelope I & II submissions</p>	<p>20.1 The Employer will evaluate and compare the bids that have been submitted. The bids will be evaluated to check availability of all documents required and compliance of the bidder to various eligibility requirements specified in this RFP</p> <p>20.2 Further, as part of the evaluation process, the Employer may also request the Bidder to submit clarifications.</p> <p>20.3 The Employer reserves the right to reject any Bid i.e., Financial Proposal (Price Bid) if in its opinion, Envelope I & II submissions are not sufficiently responsive. (However, for minor deviations, the information can be reviewed and evaluated by Employer without communication with the Bidder)</p> <p>20.4 The Bidders, whose Bids are found to be eligible after the evaluation process shall be termed as "Qualified Bidders", (the "Qualified Bidders"). Financial Proposals of only Qualified Bidders shall only be opened and evaluated in the manner as per this RFP.</p>
<p>21. Financial Bid: Ranking of financial proposals</p>	<p>21.1 In this phase of selection, the Employer will open the Financial Proposals of the Bidders who have cleared the qualification process.</p> <p>21.2 The Financial Proposals shall be opened on the date specified by the Employer. The Financial Proposals would be opened in the presence of the representatives of all concerned Bidders, who choose to attend. It is purely bidders discretion to attend.</p> <p>21.3 The Bidders are required to quote the Total Cost for undertaking the scope of work defined in the RFP.</p>
<p>22. Selecting the Successful Bidder</p>	<p>22.1 The selection of the successful bidder shall be based on the Following criterion</p>

22.2.QCBS selection:

The selected agency would be called for presentation at the date and time mentioned in the document. During the presentation meet, the bidders are expected to make presentation on the concept, proposed design and overall execution of the project.

The evaluation will be QCBS (Quality Cost Based System) Evaluation.

The agencies will have to make a presentation on the **concept and design** before the Committee constituted by APDAM for a final selection. Place & time will be intimated separately aforesaid.

The Committee will select the agency by giving **70% weightage on the presentation and past work** presented before it and **30%weightage** to the price bid. The details of theme and entire activities to be organized by bidders shall be presented.

The agency will have to score minimum of 70 marks in the technical presentation for it to qualify for the next round (i.e opening of financial bid).If the agency score is less, its financial bids would not be opened.

SELECTION METHODOLOGY :

The respective weightage for the Combined Technical Score and the Financial Score are set out in the table below:

S. No.	Description	Weightage
1	Technical Score	70%
2	Financial Score	30%

The evaluation of proposals shall be on Quality Cum Cost Based Selection (QCCBS). The assignment shall be awarded to the bidder scoring the highest final score.

The lowest Financial Proposal (L1) will be given a financial score of 100 points. The financial scores of the other bidders will be determined using the following formula:

Fm (Lowest Financial Proposal i.e. L1)

Financial Score of bidder (Sf) = -----

Financial Proposal of the bidder under consideration

In which Sf is the financial score, Fm is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration.

Proposals will finally be ranked in accordance with their final scores based on weighted technical and financial scores:

$$FS = St \times Tw + Sf \times Fw;$$

Where FS is the combined score, and St is the technical score, Sf is the financial score and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 0.70:0.30.

The Applicant achieving the highest Final score (FS) will be considered to be the successful Applicant and will be invited for contract signing (the "Successful Applicant").

23. Contacting the Employer 23.1 From the opening of bids to the execution of Agreement, if any Bidder intends to communicate to the Employer on any aspect related to the bid, it should do so in writing.

23.2 If a Bidder tries to directly, or indirectly influence the Employer or otherwise interfere in the bid evaluation process and the project award decision, its bid is liable for rejection duly forfeiting all the Deposits held at that time.

F. POST QUALIFICATION AND EXECUTION OF CONTRACT

<p>24. Employer’s Right to Accept Any Bid and to Reject Any or All Bids</p>	<p>24.1 The Employer reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to the execution of Contract, without assigning any reasons whatsoever thereof.</p>
<p>25. Issuance of Letter of Intent (LoI)</p>	<p>25.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been Accepted.</p> <p>25.2 The Employer shall notify the Successful Bidder through a Letter of Intent (the “LoI”) that its Bid has been accepted.</p> <p>25.3 In case the successful bidder fails to comply with the conditions for signing of the agreement within the time specified in the LoI or as extended by the Employer, the Employer may revoke the LoI, forfeiting its deposits and award the project to the next most responsive bidder.</p>
<p>26. Performance Security</p>	<p>26.1 The Successful Bidder shall be required to submit Performance Security (the “Performance Security”) by way of bank guarantee of 2.5% of the value of the project. The Performance guarantee will be returned on successful completion and installation of the project. The Performance Security is for due and punctual performance of the obligations of the Successful Bidder under this Agreement.</p> <p>The Performance Security in the form of a bank guarantee</p> <p>26.2 should be submitted to the Employer by the Successful Bidder as per timeline specified in the LoI or as specified by the Employer</p> <p>26.3 The Performance Security shall be en-cashed for defaults of the selected bidder as defined in the Agreement.</p>

Financial Bid

Turnkey work of Upgrading of Bapu Museum (New Building), Vijayawada, Andhra Pradesh
Including related all interiors, repairs, civil, mechanical, structural & electrical work as per BOQ

Financial Bid for Execution and Implementation

Sr.No.	Description of Work	Qty	Quoted Price (INR)
A	All items as identified in the BOQ		

NOTE:

- i. The financial bid should be in Indian Rupees.
- ii. .

Date:

Signature of the authorized signatory and seal of the Agency

Place:

- 1 We declare that we have read and understood the scope of work along with the team effort requirements. Our financial quote has been submitted with complete understanding of the same.
 - 2 We abide by the above quote, terms and conditions of the RFP, if APDAM selects us as the successful Bidder.
 - 3 We also understand that, in case of any discrepancy between the quoted amount in words and figures, the amount quoted in words will prevail.
 - 4 In case of equal Bids, the successful Bidder will be decided based on highest technical score. In case of still a tie, then the two tie Bidders will be given opportunity to submit revised quotes and the Bidder quoting less quote will be declared as the successful Bidder.
 - 5 We agree that this offer shall remain valid for a period of Ninety (90 days) from the Bid Due Date or such further period as may be mutually agreed upon.
 - 6 The Professional Fee quoted is inclusive of TDS and exclusive of GST and all other applicable taxes.
 - 7 The Financial Bids should be in Indian Rupees
-

MODEL FORMATS**Bank Guarantee Format**

(To be submitted by bidder)

B.G. No. Dated:

In consideration of you, Office of the _____, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ (a company registered under the Companies Act, 1956) and having its registered office at _____ (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for '_____ " (hereinafter referred to as "the Project") pursuant to the RFP Document dated _____ issued in respect of the Project and other related documents including without limitation the draft Service agreement (hereinafter collectively referred to as "Bidding Documents"), we _____ (Name of the Bank) having our registered office at _____ and one of its branches at _____

(hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clauses of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of INR _____ (Rupees _____ only). (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

1. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
2. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR _____ (Rupees _____ only).

3. This Guarantee shall be irrevocable and remain in full force for a period of 365 (three hundred and sixty five) days from the Bid Due or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
 4. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
 5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
 6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
 7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
 8. We undertake to make the payment on receipt of your notice of claim on us addressed to _____ [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
 9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
-

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
12. For avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR _____ (Rupees _____ 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 on or before _____ (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by Bank

By the hand of Mr. /Ms. , its and authorized official.

(Signature of the
Authorized Signatory)
(Official Seal)

CONDITIONS OF CONTRACT

Commencement, Completion, Modification and Termination of Contract

➤ Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Authority's notice to the Agency instructing the Agency to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

➤ Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period as specified after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

➤ Commencement of Services

The Agency shall begin carrying out the Services at the end of such time period after the Effective Date

➤ Expiration of Contract

Unless terminated earlier thereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

➤ Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

➤ Modification

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

Force Majeure**1 Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party 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 Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this 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 Contract.

Measures to be taken

- A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

Liquidated Damages:

If for any reason, which does not entitle the contractor to an extension of item, the rate of progress of works, or any section is at any time, in the opinion of the Engineer –in – charge too slow to ensure completion by the prescribed time or extended time for completion Engineer –in – charge shall so notify the contractor in writing and the contractor shall there upon take such steps as are necessary and the Engineer – I n – charge may approve to expedite progress so as to complete the works or such section by the prescribed time or extended time.

The contractor shall not be entitled to any additional payment for taking such steps. If as a result of any notice given by the Engineer – in Charge under this clause the contractor shall seek the Engineer- in – charge permission to do any work at night or on Sundays, if locally recognised as days of rest, or their locally recognised equivalent, such permission shall not be unreasonably refused.

If the contractor fails to complete whole of the works or any part thereof or section of the works within the stipulated periods of individual mile stones (including any bonafide extensions allowed by the competent authority without levying liquidated damages), the Engineer – in Charge may without prejudice to any other method of recovery will deduct for the period of delays subject to a maximum of 10% of the contract value from any monies in his hands due or which may become due to the contractor.

The payment or deductions of such damages shall not relieve the contractor from his obligation to complete the works, or from any other of his obligations and liabilities under the contract.

The liquidated damages for the whole of the work are **0.05% ECV(amount per day)**

Termination:

The Department may terminate the Contract if the contractor causes a fundamental breach of the Contract.

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

- a) The Contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Engineer-in-Charge.
- b) The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- c) The Engineer-in-Charge gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer-in-Charge; and
- d) The Contractor does not maintain a security which is required and
- e) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined.
- f) If the contractor, in the judgment of the Department has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
- g) The Contractor has contravened Sub-Clause 6 of Conditions of Contract and sublet the work.
- h) The Contractor does not adhere to the agreed construction program and also fails to take satisfactory remedial action as per agreements reached in the management meetings) for a period of 15 days.
- i) The Contractor fails to carry out the instructions of Engineer-in-Charge within a reasonable time determined by the Engineer-in-Charge.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment to the Government and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.

Notwithstanding the above the Department may terminate the contract for convenience.

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

Payment upon Termination:

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer-in-Charge shall issue a certificate for the value of the work done less advance payments received upon the date of the issue of the certificate, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and the percentage to apply to the value of the work not completed representing additional cost for completing the works at the rate of 20 percent of balance work.

Additional Liquidated Damages shall not apply. If the total amount due to the Department exceeds any payment due to the Contractor the difference shall be a debt payable to the Department. In case of default for payment within 28 days from the date of issue of notice to the above effect, the contractor shall be liable to pay interest at 12% per annum for the period of delay.

Settlement of disputes:

If any dispute or difference of any kind whatsoever arises between the Department and the Contractor in connection with, or arising out of the Contract, whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the Contract, it shall in the first place, be referred to and settled by the Engineer-in-charge who shall, within a period of thirty days after being requested by the Contractor to do so, give written notice of his decision to the Contractor. Upon receipt of the written notice of the decision of the Engineer-in-Charge the Contractor shall promptly proceed without delay to comply with such notice of decision.

If the Engineer-in-Charge fails to give notice of his decision in writing within a period of thirty days after being requested or if the Contractor is dissatisfied with the notice of the decision of the Engineer-in-Charge, the Contractor may within thirty days after receiving the notice of decision appeal to the Department which shall offer an opportunity to the contractor to be heard and to offer evidence in support of his appeal, the Department shall give notice of his decision within a period of thirty days after the Contractor has given the said evidence in support of his appeal, subject to arbitration, as hereinafter provided. Such decision of the Department in respect of every matter so referred shall be final and binding upon the Contractor and shall forthwith be given effect to by the Contractor, who shall proceed with the execution of the works with all due diligence whether he requires arbitration as hereinafter provided, or not.

If the Department has given written notice of his decision to the Contractor and no claim to arbitration has been communicated to him by the Contractor within a period of

thirty days from receipt of such notice, the said decision shall remain final and binding upon the Contractor. If the Department fail to give notice of his decision, as aforesaid within a period of thirty days after being requested as aforesaid, or if the Contractor be dissatisfied with any such decision, then and in any such case the contractor within thirty days after the expiration of the first named period of thirty days as the case may be, require that the matter or matters in dispute be referred to arbitration as detailed below:-

SETTLEMENT OF CLAIMS:

Except as otherwise provided in the contract, any disputes and differences arising out of or relating to the contract shall be referred to adjudication as follows.

ARBITRATION FOR SETTLEMENT OF ALL CLAIMS

The procedure for arbitration will be as follows :

- (a) In case of Dispute or difference arising between the Department and a contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Engineer in charge and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of the Institution of Engineers (India).
- (b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party then the President of the Institution of Engineers (India) both in cases of the Foreign Contractor as well as Indian Contractor, shall appoint the arbitrator. A certified copy of the order of the President of the Institution of Engineers (India) making such appointment shall be furnished to each of the parties.
- (c) Arbitration proceedings shall be held at Vijayawada, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (e) In the event of value of the contract is Rs.50 millions, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the President of the Institution of Engineers (India).
- (g) Performance under the contract shall continue during the arbitration proceedings and

payments due to the contractor shall not be withheld, unless they are the subject matter of the arbitration proceedings.

Note : Claims means all claims in that contract.

**AD ENGINEERING(I/C)
APDAM**

**DEPUTY DIRECTOR
APDAM**