

Request for Proposal (RFP)

for

“Curation and Preparation of Detailed Project Report (DPR) along with estimates(BOQ) with technical specifications for Modernization, Upgradation, Expansion of National Philatelic Museum into a National Postal Museum and Rendering of Consultancy Services for guiding and supervision of its execution in phases”

of

Department of Posts

Ministry of Communications

Government of India

Disclaimer

1. This RFP document is neither an agreement nor an offer by the Department of Posts. The purpose of this RFP is to provide information to the applicants that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. Though adequate care has been taken in preparation of this Request for Proposal (RFP) document, Consultancy Company/ Firm/ Consortium (Applicant) submitting detailed financial proposal in response to this RFP should satisfy itself that the information provided in the RFP document is complete in all respects.
3. Neither DEPARTMENT OF POSTS nor their employees will have any liability to any prospective Consultancy Company/ Firm/ Consortium (Applicant) or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Project/Assignment.
4. DEPARTMENT OF POSTS will not be responsible for any delay in receiving the proposals and reserves the right to accept/reject any or all of proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever.
5. DEPARTMENT OF POSTS also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application and it reserves the right to change/modify/amend any or all provisions of this RFP document.
6. The information is not intended to be exhaustive. The interested agencies/contractors are required to make their own inquiries and also visit the existing area for any clarification. The information is provided on the basis that it is non-binding on the Department of Posts or any of its authorities or persons or any of their representatives or employees etc.
7. No contractual obligation on behalf of the Department of Posts, whatsoever, shall arise from this Tender unless & until a formal contract is signed and executed by duly authorized officers of Posts and the bidder in due course after the invitation of tenders. DoP may modify any / all of the terms of this tender process giving due notification through the DoP website.
8. The Department of Posts will not be liable for any costs incurred by the bidders in the preparation of the tender and its presentations. The preparation of Bidder's proposal will be made without obligation by DoP to acquire any of the items included in the Bidder's product, or to select any Bidder's proposal, or to discuss the reasons why a particular Bidder's proposal is accepted or rejected. All information included by the bidders in their proposals will be treated in strict confidence.

Table of Contents

1. INTRODUCTION	3
2. INSTRUCTIONS TO THE APPLICANTS	4
3. TERMS OF REFERENCE.....	13
4. SCOPE OF WORK.....	14
5. TECHNICAL PROPOSAL - STANDARD FORMS	21
<i>Form 5A: Technical Proposal Submission Form</i>	<i>22</i>
<i>Form 5D: Curriculum Vitae (CV) for Proposed Professional Staff.....</i>	<i>28</i>
6. FINANCIAL PROPOSAL - STANDARD FORMS	30
<i>Form 6A: Financial Proposal Submission Form.....</i>	<i>31</i>
<i>(TO BE FILLED BY THE BIDDERS AND ATTACHED IN PDF FORMAT IN SECOND COVER ON CPPP).....</i>	<i>31</i>
<i>Form 6B: Summary of Costs.....</i>	<i>32</i>
<i>(TO BE FILLED BY THE BIDDERS AND ATTACHED IN PDF FORMAT IN SECOND COVER ON CPPP).....</i>	<i>32</i>
<i>Form 6C: Breakdown of Costs.....</i>	<i>33</i>
<i>(TO BE FILLED BY THE BIDDERS AND ATTACHED IN PDF FORMAT IN SECOND COVER ON CPPP).....</i>	<i>33</i>
<i>Form 6D: Breakdown of Remuneration.....</i>	<i>34</i>
<i>(TO BE FILLED BY THE BIDDERS AND ATTACHED IN PDF FORMAT IN SECOND COVER ON CPPP).....</i>	<i>34</i>
<i>Form 6E: Breakdown of Out of Pocket Expenses.....</i>	<i>34</i>
<i>(TO BE FILLED BY THE BIDDERS AND ATTACHED IN PDF FORMAT IN SECOND COVER ON CPPP).....</i>	<i>34</i>
SECTION 7: STANDARD FORM OF CONTRACT	35
ANNEXURE – I.....	56
<i>Form of Bank Guarantee for Performance Security</i>	<i>56</i>
ANNEXURE – II.....	59
<i>Format of Bank Guarantee for Bid Security.....</i>	<i>59</i>
ANNEXURE – III.....	61
<i>Power of Attorney for Authorized representative</i>	<i>61</i>
ANNEXURE – IV.....	64
<i>Format for Joint Bidding Agreement (in case of JV/Consortium)</i>	<i>64</i>

1. INTRODUCTION

The Department of Posts invites online proposals to provide the consulting services for **Curation and Preparation of Detailed Project Report (DPR) along with estimates (BOQ) with technical specifications for Modernization, Upgradation and Expansion of National Philatelic Museum into a National Postal Museum and Rendering of Consultancy Services for guiding and supervision of its execution in phases.** More details on the services are provided in the Terms of Reference.

1.1 Background

The National Philatelic Museum in New Delhi, India, is a significant cultural institution dedicated to the preservation, study, and exhibition of philatelic collections and materials. Established in 1968, the museum is managed by the Department of Posts, Government of India, and is located at ground floor Dak Bhawan, New Delhi-110001. Its extensive collections, educational initiatives, and engaging displays make it a valuable cultural and educational institution. It features rare and valuable stamps, first-day covers, and thematic collections that highlight significant historical events, cultural icons, and natural wonders. The Artefacts on display include old post boxes, vintage postal equipment, and historical documents, offering a glimpse into the operational aspects of the postal service. The museum incorporates interactive exhibits and digital kiosks, making the exploration of philately engaging and informative for visitors of all ages.

1.2 Objective

The objective of this RFP is to engage a consultant who will curate **National Philatelic Museum to National Postal Museum and Prepare Detailed Project Report (DPR) along with estimates (BOQ) with technical specifications for Modernization, Upgradation and Expansion of National Philatelic Museum into a National Postal Museum and Render Consultancy Services for guiding and supervision of its execution in phases:**

- Transform the museum's collection with a modern & immersive display. (Collection includes stamps from Scinde Dawk to most recent issued stamp and related philatelic material, historic postal documents and artefacts etc.)
- Enhance the overall visitor experience.
- Ensure the long-term preservation of valuable artefacts.
- Connect with "Gen Z" through innovative methods like engaging experience , gamification, and interactive activities.
- Develop Museum as a Digital Hub for all stakeholders.
- Digitization of Postage Stamps and dedicated content to narrate stories behind each stamp.

& to develop:

- Dedicated Galleries (Physical, AR-VR galleries etc.): Philately, Postal History (1764-2024), Mails & Operations, Banking & Financial Services, Insurance, Heritage Buildings.
- Interactive Activities for Children.
- Auditorium to host Stamp release and other Philatelic activities.
- Workshop Areas
- Philately Café
- Post Shoppe (Souvenir Shop) etc as detailed in the scope of work

1.3 A firm will be selected under Quality and Cost Based Selection (QCBS) method and procedures as described in this RFP.

1.4 Online Bids will be accepted only at eProcurement web site <https://eprocure.gov.in/eprocure/app> (CPPP). If any bidder failed to submit online, then Bid shall be treated as **“Non-Responsive”**.

1.5 All communications including the submission of Proposal should be addressed to Nodal Officer:

Director (Philately)
Department of Posts
Dak Bhawan
New Delhi-110001

2. INSTRUCTIONS TO THE APPLICANTS

- 2.1** The applicant will be required to submit their financial offer strictly on the basis of terms of reference provided in this RFP document without attaching any counter conditions and certificate to this effect has to be furnished.
- 2.2** The applicant either be an authorized person of the company or firm or team etc
- 2.3** In case of any dispute arising while performing the services as described in this RFP document, the decision of the DEPARTMENT OF POSTS will be final.
- 2.4** For applicants who are subsidiaries of foreign companies (Equity of Foreign entity more than 50%) and if their turnover is claimed, the DEPARTMENT OF POSTS shall insist for a letter from the Parent Company to make their services available to Indian Company as required and demanded by DEPARTMENT OF POSTS without any extra financial liabilities. In case of JV/ Consortium, the consultant has to provide the undertaking in the format provided in this document along with the Power of Attorney for the Authorized representative.
- 2.5** The applicant must be a well-established consultant in India for more than 5 years having experience in conceptualizing/planning/engineering/design/proof-checking, preparing feasibility reports, design and estimation, preparation of architectural / structural drawings, preparation of tender documents, evaluation of tenders, comprehensive project management with quality and quantity survey, preparation of bills etc. of the work(s).
- 2.6** The applicant should have regular set up of a team of experienced professionals having handled such specific projects.
- 2.7** The applicant shall be able to hire the services of some other suitable consulting agencies for specialized jobs.
- 2.8** When two or more firms are forming a consortium to participate in RFP then one firm shall become the lead member of the consortium and shall submit an authorization letter for other members of consortium. The evaluation will be conducted on the basis of document submitted by consortium as a whole against evaluation criteria. However, no applicant applying individually or as a member of a consortium, as the case may be, can be member of another applicant.
- 2.9** Even though applicants satisfy the necessary requirements they are subject to disqualification if they have:
- Made untrue or false representation in the form, statements required in the application document.
 - Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.
- 2.10** It may be noted, Project shall be allotted to an Applicant commensurate to their capabilities and capacities as assessed by DEPARTMENT OF POSTS. No representation in this respect will be entertained.

2.11 For selection of consultant, proposals received will be evaluated based on the details furnished and minimum scoring criteria specified by the DEPARTMENT OF POSTS in this document.

2.12 Bid Undertaking: Applicant has to furnish following undertaking along with bid.

“I/we certify that in the last three years, we/any of the consortium members have neither failed to perform on any contract, as evidenced by imposition of Penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part”.

2.13 Validity of RFP: This RFP is for preparation of Detailed Project Report (DPR) along with estimates (BOQ) with technical specifications for Modernization, Upgradation and Expansion of National Philatelic Museum into a National Postal Museum and Rendering of Consultancy Services for providing guidance and supervision to the executing agency for its execution in phase 1. The validity of this bid will be of 180 days.

2.14 Bid Security

A Bid Security in the form of a Bank Guarantee or Demand Draft, from a scheduled Indian Bank in favour of Director Philately, Dak Bhawan, New Delhi valid for 45 days from the bid validity date payable at New Delhi, for the sum of **5%** of estimated bid value i.e **50 lakhs** will be required to be submitted by each Applicant to this office.

The Bank Guarantee or Demand Draft in original shall be placed in an envelope and attached with the envelope containing the Technical proposal marked as “Technical Proposal - Curation and Preparation of Detailed Project Report (DPR) along with estimates (BOQ) with technical specifications for Modernization, Upgradation and Expansion of National Philatelic Museum into a National Postal Museum and Rendering of Consultancy Services for guiding and supervision of its execution in phases. A copy of same should be uploaded with technical bid in PDF format in e-procurement Portal only (CPPP) <https://eprocure.gov.in/eprocure/app>.

The Financial bid should be submitted online only as per the Price Schedule given in Clause 6 Financial Proposal and attached in PDF format in e-procurement Portal only(CPPP) <https://eprocure.gov.in/eprocure/app>. Any Indication of ‘Quoted Price’ in the online technical Bid documents shall lead to rejection of the bid outrightly. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy of financial bid shall be submitted. The Price Bid submitted through e-procurement mode only will be taken up for the purpose for evaluation. Please refer Appendix-I for further details.

Bids received without the specified Bid Security shall be summarily rejected. The envelope containing bid security should be marked as ‘Bid Security’.

The bidders participating as Micro/Small Enterprises (MSE) shall submit an Undertaking in the prescribed format (Annexure-III A) given in Bid Document declaring the status of their firm under the provisions of Micro and Small Enterprises along with a copy of the document/certificate issued by any of the Authority.

The registration certificate submitted by MSEs issued from any one of the above agencies must be valid as on close date of the tender. The MSEs who have applied for registration or renewal

of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.

MSEs bidders are exempted from payment of BID FEES and EARNEST MONEY DEPOSIT (EMD). The Startups bidders are exempted from payment of Earnest Money Deposit (EMD). The definition of "Startups" is as per the Gazette Notification of the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) dated 17th February 2016 and all other subsequent directives/guidelines /amendments thereof. The Startup Enterprises shall submit startup India recognition certificate issued by Department for Promotion of Industry and Internal Trade (DPIIT) of Ministry of Commerce and Industry, Government of India.

The Ministry of Micro, Small & Medium Enterprises on "Relaxation of Norms for Startups and Micro & Small Enterprises in Public Procurement on Prior Experience and Prior Turnover Criteria", the Criteria of Prior Turnover and Prior Experience are relaxed for MSEs, subject to meeting of quality and technical specifications.

DEPARTMENT OF POSTS shall not be liable to pay any interest on bid security deposits. Bid security of unsuccessful applicants will be returned, without any interest. It will be returned latest on or before the 30th day after award of the contract or when the selection process is cancelled by DEPARTMENT OF POSTS.

DEPARTMENT OF POSTS shall be entitled to forfeit and appropriate the bid security as mutually agreed loss and damage payable to DEPARTMENT OF POSTS in regard to the RFP without prejudice to DEPARTMENT OF POSTS any other right or remedy under the following conditions:

- 1) If any Applicant withdraws its proposal during the period of its validity as specified in this RFP and as extended by the applicant from time to time, or
- 2) In the case of a Successful Applicant, if the applicant fails to sign the agreement within the specified time limit, and/or fails to submit the inception report within the specified time, or
- 3) If the Applicant commits any breach of terms of this RFP or is found to have made a false representation to DEPARTMENT OF POSTS.

After selection of the Successful applicant, the Bid Security will be returned to the successful bidder after submission of Performance Guarantee i.e **3% of the contract value**, which should be **valid for 60 days beyond the date of completion of all contractual obligation**. **PBG should be valid for minimum 3 years, it may be renewed as per Department requirement or till the successful execution of phase 1.**

2.15 Right to accept or reject any or all proposals

Notwithstanding anything contained in this document, the DEPARTMENT OF POSTS reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

The Authority reserves the right to reject any Proposal if: (a) at any time, if a material misrepresentation is made or discovered, or (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal. Misrepresentation/ improper response by the Applicant may lead to the

disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification/ rejections occurs after the proposals have been opened and the highest ranking applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

2.16 Language

The Proposal with all enclosed documents (as specified in this RFP document) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this document. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.17 “Force Majeure”

Neither Party to this Agreement shall be liable to the Request for Proposal RFP for other for any loss or damage which may be suffered by the other due directly to the extent and for the duration of any cause beyond the reasonable control of the Party unable to perform on account of events such as, but not limited to, acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lock-outs beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. (“Force Majeure”). No failure, delay or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Agreement.

The Party seeking to rely on Force Majeure shall promptly, within 2 (two) days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defence with particulars detailed in writing to the other Party and shall demonstrate that it has taken and is taking all reasonable measures to mitigate the events of Force Majeure.

All payments pursuant to termination due to Force Majeure event shall be in accordance with the Terms of Payment Schedule.

2.18 BID Evaluation processes

The RFP is for all the interested parties i.e. consultants/consortium and through this RFP, technical proposal comprising of approach and methodology and the financial offer along with key personnel required specifically for this project is requested from the Consultants for evaluation. After opening of Technical bids, qualified bidders will be required to give a presentation for Work Plan, Methodology and its execution.

The weightage for the technical details and financial quote is given below:

--- Technical Proposal	- 35%
--- Presentation by the Technically Qualified bidders	-35%
--- Financial Bid	- 30%

The bidder has to present the presentation covering all the details /aspects of the museum. Tender will be decided on the basis of QCBS system which is as follows :-

Evaluation Methodology will have two stages: Stage 1 – General cum Technical Bid Evaluation (including presentation); and Stage 2 – Financial Bid Evaluation. Only bidders scoring 65% or more in the technical bid and presentation combined will be eligible for consideration of the financial bid.

The scoring criteria to be used for evaluation shall be as follows:

S. No.	Parameter	Maximum Marks
1	Relevant experience of the bidder (min 5 years) & positive turnover for the last 3 financial years (details given below)	30
2.	Proposed Methodology and Work Plan	45
3.	Team Composition	25
	Team	Marks
	● Architect cum urban designer	5
	● Heritage Expert (Preferably Postal Heritage, History & Research)	5
	● Knowledge Expert(philately, Stamps and related area)	5
	● Museum Expert/ Curator	5
	● Financial Expert	5

1. Relevant experience of the bidder – Scoring methodology

- 1 job completed with 80% cost of contract will be given full marks or
- 2 job completed with 60 % of contract will be given full marks or
- 3 job completed with 40 % of contract will be given full marks or proportionate as decided by the RFP evaluation committee.

& should have positive turnover for the last 3 financial years (any deviation in this regard will be decided by the bid evaluation/any committee as nominated by the department. The decision of the committee is final).

The above scoring is based on the Estimated contract value of this RFP i.e. Rs 50 lakhs as mentioned in clause 2.14 above.

2. Proposed Methodology and Work Plan

The RFP evaluation/expert committee will decide on the basis of document submitted by the bidder.

3. The mark for team composition will be according to the document submitted in form 5C.

DoP reserve the right of selection and no correspondence or challenge or enquiry will be entertained. The Decision of the Department shall be final.

Marking methodology to include normalization of technical and commercial scores:

Technical Score: (X)

The bidder who secures maximum marks shall be given a technical score of 100. The technical scores of other Bidders for the project shall be computed as follows.

['Technical' Score of Bidder for the Project (X)]	= [Marks secured by the respective Bidder] / Highest Marks secured X 100
---	--

The score secured based on evaluation of the Technical Proposal as above shall be the Technical Score of the Bidder for the project being considered for evaluation (X).

Only those Bidders who have secured Technical Score of 65 or above shall be declared as qualified for evaluation of their 'Financial Bid' and giving presentation. Bidders who have secured less than 65 for Technical Score shall be rejected.

Presentation Marking: Bidder has to give presentation before the bid evaluation/expert committee. The committee will give the scores on the scale of 100 and decide the score on the basis of the presentation of the bidder. No representation on the decision of committee will be entertained. The decision of the Department will be final. The marking process is broadly based on following parameters :-

Sl.No	Parameter	Score
1	Fulfilling aims and objective – as per scope of work given in this RFP	20
2	Thematic presentation	15
3	Archival display	10
4	Façade of NPM	5
5	Use of Technology etc	15
6	Reconditioning of building	10
7	Research and study	15
8	Gallery design etc	10

The Bid evaluation/expert committee, as decided by the Department may be same or different. It may constitute 2-3 members of Department of Posts, 1-2 finance member and 1-3 experts. Any other committee as proposed in this RFP, may also be assigned this work.

Financial Score: (Y)

The bidders shall submit their quote as per the format provided in this RFP document. The Financial proposals shall be evaluated on the basis of total lump sum charges offered by the bidder to Department of Posts. Any monetary figure in decimal shall be rounded off to the nearest INR.

In cases of discrepancy between the prices quoted in words and in figures, price quoted in figure will be considered. For any other calculation/ summation error etc. the bid may be rejected. The financial scores of other bidders for the project shall be computed as follows:

[The 'financial score' of Bidder for the project(Y)]	= [Lowest offer quoted by the qualified bidder (Rs.)] / [Offer quoted by the respective Bidder (Rs.)] X 100
--	---

The marks secured as above shall be the Financial Score of the bidder for the project (Y).

Composite Score of the Bidders

Composite score of the Bidders for the bid shall be worked out as under:

Bidder	Technical Score (X)	Present ation	Financial Score (Y)	Weighted Technical Score (35% of X)	Weighted Presentatin Score (35%)	Weighted Financial Score (30% of Z)	Composite Score (H=E+F+G)
A	B	C	D	E	F	G	H

2.19 Correspondence with applicant

Given and except as provided in this RFP, the DEPARTMENT OF POSTS shall not entertain any correspondence with any applicant in relation to acceptance or rejection of any application.

DEPARTMENT OF POSTS, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:

- 2.19.1 Suspend and/or cancel the bidding process and/or amend and/or supplement the Bidding process or modify the dates or other terms & conditions relating there to.
- 2.19.2 Consult with any applicant in order to receive clarification or further information.
- 2.19.3 Select or not to select any applicant and/or to consult with any applicant in order to receive clarification or further information.
- 2.19.4 Retain any information and / or evidence submitted to the DEPARTMENT OF POSTS by, on behalf of, and/or in relation to any applicant and/or.
- 2.19.5 Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any applicant.

2.20 Fraud and corrupt practices

The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection' Process. Notwithstanding anything to the contrary contained in this document, the DEPARTMENT OF POSTS (Client) shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as 'mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to this document, including consideration and evaluation of such Applicant's Proposal.

2.19.1 Without prejudice to the rights of Client herein above and the rights and remedies which the Client may have under the LOA or the Agreement, if an applicant, as the case may be, is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant shall not be eligible to participate in any tender or RFP issued by the Client during a period of three years from the date such Applicant, as the case may be, is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

2.19.2 For the purposes of this Section, 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 action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, 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 Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant adviser of the Client in relation to any matter concerning the Project; (b) "fraudulent practice" means a misrepresentation or omission 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 persons or property to influence any person's participation or action in the Selection Process; (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Client 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.

2.20 Ownership of document and copyright

All the study outputs including primary data shall be compiled, classified and submitted by the consultants to the Client in hard and soft copies shall remain the property of the client and shall not be used for any purpose other than that intended under these terms of reference without the permission of the Client.

2.21 Coordination with Philately Division, Department of Posts

Although the RFP for preparation of **Curation and Preparation of Detailed Project Report (DPR) along with estimates (BOQ) with technical specifications for Modernization, Upgradation and Expansion of National Philatelic Museum into a National Postal Museum and Rendering of Consultancy Services for guiding and supervision of its execution in phases** is being issued by Department of Posts but for all work related matters, the selected consultant has to work in

tandem with **Philately Division, Dak Bhawan**. The Philately Division, Dak Bhawan will assist the consultant in getting all the relevant information pertaining to the project on best effort basis but it will primarily be the responsibility of the consultant to arrange the information necessary for the implementation of this project.

Department of Posts will be forming few sub-committees to finalize various issues involved in the project. The selected consultant has to interact with all these sub-committees on regular basis to incorporate all their inputs in the deliverables.

2.22 Team for the Project

The team proposed at the time of empanelment has to be employed on this project and if the consultant wants any replacement, in that case they have to take the permission of **Additional DG (Co-Ord), DEPARTMENT OF POSTS**. For the same, the CV of the replacement has to be provided along with a written request citing reason for replacement. The person who is the replacement has to be equal or better qualified than the person replaced. Agency has to submit the letter for each person/persons (whose bio data is submitted w.r.t to technical bid) engaged in this work, that they will be associated with this RFP till the completion of work.

2.23 Project Office

The selected consultant is required to open a project office/branch office in New Delhi for better liaison and coordination for the project. The office should be self-sufficient in terms of adequate sitting space and equipment required to undertake the project efficiently.

2.24 The agency should have the turnover of 30% of the bid value in last three financial year i.e. 2020-2021, 2021-2022 and 2022-2023. A certificate in this regard has to be submitted duly attested by the audited agency.

SCHEDULE :

1	Bid Document Published Date	30 August 2024	1700 hrs
2	Bid Document Download Start Date	30 August 2024	1700 hrs
3	Bid Document Download End Date	23 September 2024	1700 hrs
4	Pre-Bid Clarification Start Date	30 August 2024	1700 hrs
5	Last date of submission of Pre-Bid Queries or clarifications	10 September 2024, 1400 hrs IST only at the following email id: director.philately@gov.in . The bidder who will submit the pre-bid clarification through email shall get the intimation from Philately Division/ through email or to attend the meeting (online/offline).	
6	Pre-Bid meeting Date	12 September 2024	1600hrs
7	Bid Submission Start Date	30 August 2024	1700 hrs
8	Bid Submission End Date	23 September 2024	1700 hrs
9	Bid Opening Date	25 September 2024	1400 hrs
10	Date of Technical Presentation	To be decided	
11	Financial Bid Opening Date	To be decided	

[Type here]

INFORMATION TO CONSULTANTS

- Director Philately will work as nodal officer.
- The address for submission of proposal/ pre-bid clarification/technical document (if any) is:
Director (Philately)
Dak Bhawan, Sanda Marg
New Delhi – 110 001

The Applicant to state cost in *Indian Rupees* only.

Applicant must submit :

- Technical proposal: Scanned copies of Technical Bid shall be submitted on eProcurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app> in the First Cover (Technical Bid) and also two hard copies (one original + one copy) and one soft copy (PDF Format).
The Financial bid should be submitted online only as per the Price Schedule given in Clause 6 Financial Proposal and attached in PDF format in e-procurement Portal only(CPPP) <https://eprocure.gov.in/eprocure/app>. Any Indication of 'Quoted Price' in the online technical Bid documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy of financial Bid shall be submitted. The price Bid submitted through e-procurement mode only will be taken up for the purpose for evaluation. Please refer Appendix-I for further details.
- Bidder has to submit all the declaration form attached with this RFP without any deviation. Any deviation in the declaration form, will lead to cancellation.
- Bidder has to fill the check list attached with the bid before submitting the Bid
- Any clarification/addendum/pre bid clarification issued by Department will be the part of this RFP.

Contract Duration : The contract duration period is till the final completion and acceptance of Phase 1.

3 TERMS OF REFERENCE

3.19 Background

The National Philatelic Museum is a Place dedicated to the collection, preservation, and display of philatelic materials including a variety of commemorative postage stamps, Miniature Sheets, Souvenir Sheets, special covers, brochures, my stamps etc all depicting the rich tapestry of Indian Postal Heritage. It serves as a hub for philatelists, historians and the public interested in the history and art of postage stamps and Postal services.

The National Philatelic Museum was inaugurated in 1968 and has since become an integral part of Delhi's cultural and historical landscape. Located within Dak Bhawan, the headquarters of the Department of Posts, the museum is strategically placed to highlight the symbiotic relationship between postal services and philately. It covers an area of 8354.70 sq. ft. square meters and boasts an extensive collection, including over 3,500 postage stamps, 1,284 exhibits and 168 frames. The museum's collection features rare and valuable stamps such as the Scinde Dawk of 1852, the Inverted Head of 1854, Edward VIII color proofs, the Jai Hind series, Mahatma Gandhi stamps since 1948, Khadi stamps, embossed stamps, and stamps with metal foiling. The museum organizes activities such as stamp design competitions, letter-writing contests, and film screenings related to philately for school students.

[Type here]

It is proposed to revamp the National Philatelic Museum into a world –class Postal Museum that inspires and educates visitors about the vital role of postal services in shaping human communication, culture, and history. This project aims to modernize the museum’s collection, enhance accessibility, and ensure the long-term preservation of valuable artifacts.

4 SCOPE OF WORK

4.1 Aim and Objectives:

The National Postal Museum shall aim to expand, modernize and enrich its exhibitions, focusing on the rich legacy of Indian Postage stamps and the pivotal role the postal system played in the nation’s socio-cultural and economic landscape. This renovation aims to **illuminate the significance of stamps, and their historical and cultural value**, and highlight the multifaceted role of Postal Services in supporting rural areas facilitating communication across India and reconnecting the youth of the present digital era with Philately as a hobby and joy of visiting a post office. The new museum shall ensure the following:

- **Preservation of Historical Artefacts:** The museum shall house artefacts like stamps, letter boxes, Ashoka Emblem, first Airmail prototype, Rural post office model, exhibition mementoes, tools of mail delivery like spear, lantern, badges, bugle, sword, leather bags etc., illuminating past societal functions and interactions of Postal services. The aim is to safeguard and conserve valuable historical materials related to postal history and philately, ensuring their longevity for future generations.
- **Depiction of India’s History through Stamps:** Through the Museum, we present a comprehensive narrative of India’s history by showcasing the evolution of stamps and their role in documenting historical events, and cultural milestones, highlighting the role of notable personalities.
- **Highlighting Socio-Cultural Relevance:** Highlight the impact of stamps on Indian society and culture, demonstrating how they reflect societal changes, cultural heritage, and national identity.
- **Narration of Stories behind Stamps:** Provide engaging and educational insights into the stories and significance behind specific stamps, including their creation, historical context, and impact. We would also like to show the visitors the complete journey of a stamp from inception to final printing, illustrating the process of stamp production, from design and engraving to printing and distribution, using models, diagrams, and multimedia presentations.
- **Displaying the Role of the Postal System in National Development:** Illustrate how the postal system has contributed to India’s development, including Postal history since 1768 and its role in communication, governance, and economic growth.
- **Highlighting the Relevance of Postal Systems in the Digital Age:** Address the adaptation of postal services in the modern digital era, exploring how traditional Postal systems are evolving to meet contemporary needs and technological advancements.
- **Incorporation of Interactive and Digital Elements:** Integrate interactive displays and digital media to engage visitors with immersive experiences, such as virtual tours, digital archives, and interactive timelines. We also aim to implement innovative revenue generation methods through VR shows, the sale of souvenirs etc.

4.2 Aspects to be covered in the Museum displays:

The curation and designing are to be done in such a way that the museum depicts all facets of the operation of the Department of Posts from its inception using informative, engaging immersive and interactive displays (such as object displays, period settings, physical exhibits, re-creating contextualizing set-ups, Interactive Stamp Design

[Type here]

Stations, Interactive Timelines, Quiz Games, digital interactives, digital experiences, immersive experiences, use of AI and VR etc. in communicating the content etc.) It is desirable to maintain a physical digital display ratio at around 60:40 in the museum.

4.2.1 Themes and Sub-Themes:

The museum's thematic emphasis should allocate approximately 50% of its focus to Philately, 40% to Postal History, and 10% to the current relevance and future plans of the Department of Posts. The postal history component should encompass various aspects such as mail operations, how technology adoption transformed the operations of delivery of services, insurance, financial services, India Post Payments Bank (IPPB), Strengths of DOP, historical postal buildings, and other related elements.

4.2.2 Stamps & Philately (40%)

The department has more than 3500 Postage Stamps showcased in 1284 exhibits displayed in 168 frames. We require innovative solutions to display these stamps compactly and engagingly. We have around 1200 artefacts which needs to curated and displayed appropriately and engagingly. The stories behind stamps to be depicted. The production journey of stamps to be depicted.

4.2.3 Tracing the Postal History :

The National Philatelic Museum's transformation into the National Postal Museum will offer a rich and comprehensive exploration of India's postal heritage. It will prioritize the preservation of historical artefacts, ensuring that valuable postal and philatelic materials are conserved for future generations. The museum will vividly depict India's history through stamps, illustrating their role in documenting significant events, cultural milestones, and notable figures. It will also highlight the socio-cultural relevance of stamps, demonstrating how they reflect societal changes and cultural heritage. Engaging narratives will provide insights into the stories and significance behind specific stamps. Additionally, the museum will trace the development of postal systems and insignias, examining technological advancements and changes in postal practices both within India and globally.

4.2.4 Incorporating concept of Dak Bungalow & evolution of Postal guest houses/rest houses

Incorporating the concept of Dak Bungalows into a philately museum can enrich the visitor experience by highlighting the postal legacy. The museum can feature a dedicated exhibit on Dak Bungalows, including historical photographs, architectural models, and period artefacts. Interactive elements such as scale models, VR tours, and role-playing stations can simulate the experience of working at a Dak Bungalow. Educational panels and thematic displays can provide context on their role in mail delivery and local culture.

4.2.5 Heritage Buildings

India Posts boasts many heritage buildings across India such as Kolkata GPO, Bhopal GPO, Gol Dak Khana, etc. . They may be displayed along with the stories behind them digitally & Physically (replicas) to showcase the rich asset of India Post.

4.2.6 Tracing the history of Financial Services provided by POs (Banking, Insurance, etc)

Department has been providing banking & insurance services since 1882 Products such as Money orders, Telegram, etc have touched peoples lives in a significant way. The evolution of these services with important milestones needs to be depicted effectively.

4.2.7 Tracing the history of Mail Services provided by Post offices (Banking, Insurance, etc)

Post office has been the spine of communication in India for 200 years. It has been providing Postal Services through letters, postcards, aerogrammes, inland letters etc from ages to modern day speed post, parcels, international EMS service, International tracked packet service (ITPS), International Parcel services etc. DoP has

[Type here]

recently rolled out Dak Ghar Niryat Kendras (DNKs) to promote commercial products through proper channel. DoP also provides business development products such as Magazine Posts,

4.2.8 Tracing the history of insignia:

Evolution and changes in India Post Logo, Branding (before and after project arrow), Motto, Journey of Postal Services through important projects such as Project Arrow, IT Modernization Project, IT 2.0 etc.

4.2.9 Archival Displays:

- a) Historical Documents and Correspondence: Provide access to original documents, letters of significant personalities such as Mahatma Gandhi, Jawahar Lal Nehru, Veer Savarkar etc., and correspondence related to the history and highlighting the impact of postal services on the lives of people and historic events.
- b) Reference Libraries: Include a library section with books, journals, and reference materials on philately and postal history for research and study.
- c) Bibliographic Collections: Showcase books, journals, and articles related to postal history and philately.
- d) Digital Archives: Digitization of the Philatelic Ecosystem & Stamps and its online access to the general public through website/web portal etc.
- e) Create Movies on a journey of Stamps & Postal services

4.3 Dak Bhawan Building to have Facade of the National Postal Museum:

While the Museum will be spread over 3 floors of Dak Bhawan (Ground, First and second), the entire building will serve as the distinguished facade for the National Postal Museum. Dak Bhawan will also host a light and sound show on Postal history & India's history through Stamps.

4.4 Use of technology to accommodate visitors from different linguistic backgrounds

Multilingual digital displays and interactive kiosks will provide information in various languages, while language-specific audio guides will offer narrated tours. Multimedia presentations and interactive exhibits will feature multilingual subtitles and translations to enhance accessibility. A mobile app with language options will further support visitors by providing additional information and virtual tours. QR code-based layered information to be provided for consumption of visitors (which they can carry back digitally).

4.5 Floor Space

The museum is to be expanded across three floors, with each floor encompassing approximately 10,000 square feet, resulting in a total area of 30,000 square feet. Please note that these area estimates are provisional and may be subject to modification. The existing floor plan is attached as **Annexure V**

The Execution can happen in a **Phased manner**, where a 10,000 square feet area of the ground floor of the Dak Bhawan building will be made available to the agency for execution in **Phase 1** and 20,000 square feet area available in the first & second floors of Dak Bhawan building will be made available for Museum in **Phase 2**.

4.6 Reconditioning of existing building :

[Type here]

The Detailed Project Report (DPR) study the reconditioning of the existing building, including necessary retrofitting, air conditioning, fire safety measures, CCTV, and other essential features.

4.7 Creation of Facilities (other than exhibition)

Several other essential facilities are to be created in the museum and the details of these are as given below:

4.7.1 Workshop Spaces: Two separate spaces need to be created wherein interactive workshops could be held for a group of 50 persons in each facility.

4.7.2 Scientific Storage for Valuable Stamps Artefacts: A separate air-conditioned space to be created for storing the valuable Stamps, artefacts and collections of the Department of Post. A display of these Valuables may also be arranged for the public without compromising its security.

4.7.3 A Scientific Conservation Facility: A separate air-conditioned conservation space with the necessary equipment to be created for restoring/conserving the valuable artefacts and collections of the Department of Post.

4.7.4 Service workshop facility: A separate service workshop space to be created which could be used for maintaining of the exhibits and displays, storing the spare parts, materials under repair/replacement etc. to service the museum.

4.7.5 Souvenir Shop: A separate air-conditioned space to be created for display and distribution/sale of memorabilia of the Department of Post.

4.7.6 Cafe: A separate air-conditioned space to be created for operating a café with storage space.

4.7.7 Air Conditioning, Firefighting and CCTV systems: The exhibition space to be fully air-conditioned with necessary firefighting systems and CCTV systems for safety monitoring of the museum and its displays. A separate security monitoring room/station is to be created.

4.7.8 Development of Website & Access Control System: A dedicated website to be created for this new museum with a very high level of interactivity at par with the international museums integrated with the ticketing and access-control infrastructure in the museum. It may showcase the entire Museum digitally, provide access to digital archives, and have provisions for Philatelic newsfeeds, digital workshops, etc. It should be at par with the websites of other international Museums and Philately Houses.

4.7.9 Auditorium , conference hall, Exhibition & Kids Zone: The Museum should have identified spaces for Auditorium having a capacity of 250 people, conference hall for 25-30 people, It must also have space for philatelic exhibitions and a dedicated Kids Zone having interactive elements.

4.8 Curation, Study & Research and Content Creation

DPR must address the requirement for research of Postal history, and postal journey through stamps, letters, documents etc. It should also take care of the curation of 1200 Postal artefacts available across Circles. Cataloguing (physical and digital) of Stamps, artefacts and postal milestones along with their historic significance.

The agency must conduct a comprehensive study of the existing National Philatelic Museum in New Delhi, focusing on its historical significance, uniqueness, and India's postal history. Additionally, investigate at least four to five notable postal museums and heritage sites, such as the Philatelic Museum in Mumbai, Bangalore and the Kolkata Philatelic Museum. The findings should be compiled into a detailed report, highlighting key insights from these case studies.

DPR must keep provision for content creation for Digital displays, QR code-based interactive audio-visual systems and other elements such as films, short videos, animations etc.

4.9 Government Discussions and Recommendations:

[Type here]

Engage in discussions with government departments and agencies to recommend a detailed design concept for the National Philatelic Museum. This report should include a comprehensive layout plan, details on existing infrastructure, artefacts to be preserved from postal museums across India, site management, a disaster management plan, and an implementation framework. Specific requirements should include maintenance storage, workshop areas, conference space, an auditorium, lifts, conservation space, archival storage, and other essential facilities.

4.10 Gallery Design and Seamless Integration with essential features:

Gallery design will focus on creating effective layouts and display structures. This includes reusing existing display units where applicable and integrating new solutions for showcasing Stamps and digital equipment. Environmental controls such as temperature, humidity, security, and illumination must be carefully planned. The design should also consider visitor flow, exhibit narratives, and incorporate state-of-the-art technology such as multi-touch screens, AR/VR applications, and immersive projections. The museum should be designed as a "silent museum," ensuring that functional areas are properly isolated. Outdoor displays and decorations will establish the museum's identity, while additional features like a cafeteria, souvenir shop, and the design and execution of souvenirs (40-50 unique varieties) must be planned. Promotional materials and methods, including publications, brochures, and advertising in public spaces, are also required.

4.11 Evaluation, Strategic Marketing and Promotion:

The agency should plan proper tools which the museum could administer to evaluate the effectiveness of exhibits and programs to improve the effectiveness of the Museum. It should also propose a well-researched plan to implement a marketing strategy to raise awareness of the museum's transformation, attract diverse audiences, and enhance/project its visibility to domestic and international audience.

4.12 Presentations and Finalization:

The consultant must present their findings and proposed designs to relevant authorities and integrate feedback into the final plans. This ensures that the museum's design and content comprehensively cover India's postal history and meet the expectations of all stakeholders.

4.13 RFP Preparation and Execution Support:

The consultant will prepare an RFP document for the selection of the Execution Agency for the development of Museum as per the DPR, including creation of necessary infrastructure at the site and its components, digitization of the ecosystem of philately etc.

The Department of Posts will be forming a few sub-committees to finalize various issues involved in the project. The selected consultant has to interact with all these sub-committees on a regular basis to incorporate all their inputs in the deliverables. The consultant must arrange workshops, as and when required, to present and discuss the key findings to all the stakeholders and incorporate appropriate suggestions as decided during such workshops. The consultant is also required to help in the execution of the RFP for the setting up of the museum as proposed above and provide all the support required (technical and non-technical) to DOP till the completion of the upgradation of the museum as proposed above in phase 1.

4.14 Deliverable, time frame and payment schedule

The terms of payment and timelines is as under :-

S.No.	Milest	Time from Start	Payment (%)
-------	--------	-----------------	-------------

[Type here]

	one	Date* (T+ days)	
	Submission of draft proposal before committee	T+20	-
1.	Presentation of DPR before Expert Committee (including all the of Inputs) and walk through	T+30	10%
2.	Submission & Approval of complete DPR by Expert Committee with BOQ	T+40	20%
3.	Submission of RFP document along with BOQ items and technical specifications for Phase 1.	T+50	20%
4.	Onboarding of Executive Agency	T+100 (tentative)	Remaining Amount i.e 50 % will be paid in equal quarterly basis during the execution work (As per the timelines of executing agency when inboarded)

*** ‘T’ is the date of signing of contract with the successful bidder.**

4.15 Support or Inputs provided by the Ministry or Department to facilitate the consultancy.

1. Access to Existing Resources:

- Museum Documentation: Provide access to current records, catalogs, and inventories of the philatelic collection.
- Historical Data: Share any historical data or research related to the museum’s development and past modernization efforts.

2. Stakeholder Engagement:

- Contact Points: Designate key personnel within the ministry or department for regular communication and coordination.
- Stakeholder Access: Facilitate meetings or consultations with key stakeholders, including museum staff, curators, and relevant external partners.

3. Site Access:

- Physical Access: Grant access to all relevant areas of the museum for on-site assessments and evaluations.
- Operational Hours: Ensure the consultancy team has flexibility to visit the museum during operational hours if needed.

4. Logistical Support:

- Office Space: Provide workspace within the ministry or museum for the consultancy team if necessary.
- Administrative Assistance: Offer administrative support for scheduling meetings, organizing workshops, and managing documentation.

5. Historical and Cultural Context:

- Cultural Insights: Offer insights into the cultural significance and historical context of the museum’s collections to inform the modernization approach.
- Advisory Panels: Facilitate the formation of advisory panels or working groups with expertise in philately, museum curation, and heritage preservation.

[Type here]

Including these points will help ensure that the consultancy has the necessary support to effectively complete the modernization of the National Philatelic Museum.

Declarations to be submitted by the Bidder.

(Format for Declarations & Undertaking to be typed on bidder agency's letter head and to be submitted in Part –I (TECHNICAL ENVELOPE) of the e-tender document)

DECLARATION -1

This is to certify that neither I/we/any of us is in anyway related to any employee in the Department of Posts, New Delhi or any of its constituent units.

Date:

(Signature of the tenderer)

Place:

with company seal/rubber stamp

DECLARATION -2

I/We hereby declare that I/we have not quoted any extra condition along with the Part-II (FINANCIAL ENVELOPE) of the e-tender.

Date:

(Signature of the tenderer)

with company seal/rubber stamp

Place:

UNDERTAKING

This is to certify that I/we have carefully gone through the drawings/specifications, etc. given in the e-tender document & have clearly understood the site working conditions, time schedule given and have accordingly quoted my balanced rates after going through all details.

I/We also undertake that the physical EMD instrument shall be deposited by me/us with the office of Director Philately, Dak Bhawan, New DELHI inviting the e-tender before the bid opening date otherwise the Director Philately, Dak Bhawan, New DELHI inviting the e-tender may reject the bid and also take action to withdraw my/our enlistment or debar me/us from further tendering.

I/we hereby give an undertaking that I/we shall carryout the work strictly as per the given specifications, and shall complete the same within the stipulated time frame..

Date:

[Type here]

Place:

(Signature of the tenderer/ bidder)

With company seal/rubber stamp

5 TECHNICAL PROPOSAL - STANDARD FORMS

Form 5A. Technical Proposal submission form

Form 5B. Description of Approach, Methodology and work plan for performing the assignment

Form 5C. Team composition and task assignments

Form 5D. Format of Curriculum Vitae of proposed professional staff

[Type here]

Form 5A: Technical Proposal Submission Form

Date:

To:

Director (Philately)

Department of Posts,

Dak Bhawan,

New Delhi – 110 001

Ph: 011 –

Subject: Consultancy Services for Curation and Preparation of Detailed Project Report (DPR) along with estimates (BOQ) with technical specifications for Modernization, Upgradation and Expansion of National Philatelic Museum into a National Postal Museum and Rendering of Consultancy Services for guiding and supervision of its execution in phases.

Dear Madam,

We, the undersigned, offer to provide the consulting services for Preparation of Detailed Project Report along with estimates (BOQ) with technical specifications for Modernization, Upgradation and Expansion of National Philatelic Museum into a National Postal Museum and Rendering of Consultancy Services for guiding and supervision of its execution in phases in accordance with your Request for Proposal dated [] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal in sealed as well as submitted online on eProcurement Portal and a Financial Proposal should be submitted online only through eProcurement Portal.

We are submitting our Proposal in JV/Consortium with: *[Insert a list with full name and address of each Joint Venture/Consortium partner]*

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

The Annual Turnover from Consultancy Services of the lead firm/consortium partner for FY is Rs_____ (Rs. _____) only (respectively). Certificate(s) from Statutory Auditor/Chartered Accountant is attached along with this letter.

If negotiations are held during the period of validity of the Proposal, i.e., before [date], we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

[Type here]

Form 5B: Description of Approach, Methodology and Work Plan for Performing the Assignment

Technical approach, methodology and work plan are key components of the Technical Proposal. The consultant is suggested to present its Technical Proposal (five) A4 pages, inclusive of charts and diagrams) divided into the following three chapters (15 marks for each part):

- a) Technical Approach and Methodology – 15 marks
 - b) Work Plan, and – 15 marks
 - c) Organization and Staffing – 15 marks
- a) **Technical Approach and Methodology:** The consultant should explain the understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities to obtain the expected output and the degree of detail of such output. The consultant should highlight the problems to be addressed along with their importance and explain the technical approach the consultant would adopt to address them. The consultant should also explain the proposed methodologies to adopt and highlight the compatibility of those methodologies with the proposed approach.

A Theme Paper/ Story line should be presented along with the technical approach and methodology.

- b) **Work Plan:** The consultant should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client) and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Form of Work Schedule.
- c) **Organization and Staffing.** The consultant should propose the structure and composition of the proposed team. The consultant should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

The above evaluation of marks will be done by the Bid evaluation/expert committee, as decided by the Department. It may constitute 2-3 members of Department of Posts, 1-2 finance member and 1-3 experts. Any other committee as proposed in this RFP, may also be assigned this work.

Scoring criteria :

S.No.	Considerations (Technical Approach and Methodology)	Score
1	Clear understanding of the objective of the assignment	5 marks
2	Approach to the project and its methodology, addressing problem and its technical solution with innovative idea with quality assurance.	5 marks
3	detailed timeline with key milestones and deliverables	3 marks
4	Explain how the proposed solution will be sustainable and scalable in the long term	2 marks

[Type here]

Work Plan		
1	Explaining the main activities of the assignment, its content and duration	5 marks
2	Consistency of work plan with technical approach and methodology w.r.t to TOR and its ability to transfer them into feasible plan	5 marks
3	Listing of final documents, reports, drawing, tables to be delivered as final output	5 marks
Organization and Staffing		
1	Company having a team of 50 or more person	15 marks
2	Company having a team of 35 or more person	10 marks
3	Company having a team of 25 or more person	8 marks
4	Company having a team of 15 or more person	5 marks
5	Company having a team less than 15 person	No marks

- The scoring done by the bid evaluation / expert committee will be final. However, the committee may award the proportionate marks or change the weightage on its own discretion. The decision taken by the committee/Department is final and binding to all and no representation in this regard will be considered.

[Type here]

Form 5C: Team Composition and Task Assignment

Professional Staff					
Name of Staff	Firm	Area of Expertise	Position Assigned - Professional Experience in years	Educational Qualification/ no. of eligible projects	Marks Allocated
		Architectural cum Urban Designer	Team Leader	Master degree in Architecture engineering with minimum experience of 15 years in various field of civil engineering, planning and design of Museum/heritage buildings, etc. Experience of at least 5 similar projects. Experience of Implementation/up gradation of any Museum/heritage building/site/complex	a)Team leader having experience of 15 yrs or more = 5 marks b)Team leader having experience of 10 yrs or more and less than 15 yr = 3 marks b)Team leader having experience of 5 yrs or more and less than 10 yr = 2 marks
		Heritage Archaeologist historians, History & Research)	Deputy Project	Master's degree in Archaeology with preferably Postal heritage/archaeology, related projects Experience of at least 3 such projects.	5

[Type here]

		Museum Expert (Museologist)/ Curator	Expert	Master degree in Museum Studies with minimum experience of 12 years in various aspects of museum operations, management of acquisition and utilization of permanent collection, Museum installation design, exhibition protocol, interior construction design, etc.	a) Person having experience of 10 yrs or more = 5 marks b) Person having experience of 5 yrs or more and less than 10 yr = 3 marks
		Financial Expert	Financial Expert	MBA or equivalent qualification from any university/ institution. He shall have minimum experience of 7 years in financial modelling and analysis. At least 2 relevant projects.	a) person having experience of 5 yrs or more = 5 marks b) Person having experience of 3 yrs or more and less than 5 yr = 3 marks
		Knowledge Expert of philately, Postal Heritage, history and research	Expert	Knowledge of Postal History and its working. Know about philately and its journey	a) person having experience of 5 yrs or more = 5 marks b) Person having experience of 3 yrs or more and less than 5 yr = 3 marks

Team members having experience less than the prescribed period will not be considered for marking.

Support Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

[Type here]

[Type here]

Form 5D: Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____
2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____
3. **Name of Staff** [*Insert full name*]: _____
4. **Date of Birth**: _____ **Nationality**: _____
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, qualifications obtained, and date*]: _____
6. **Membership of Professional Organizations**: _____
7. **Training & Publications** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____
8. **Countries of Work Experience**: [*List countries where staff has worked in the last ten years*]: _____
9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____
10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:
From [Year]: _____ To [Year]: __
Employer: _____
Positions held: _____

11. Detailed Tasks Assigned [<i>List all tasks to be performed under this assignment</i>]	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [<i>Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.</i>] Name of assignment or project: _____
---	--

[Type here]

Year: _ Location: __ Client: _____ Main project features: __ Positions held: __
Activities performed: _____

13. Certification:

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

_____ Date: _____

(Signature of staff member)Day/Month/Year

Full name of the staff: _____

Signature of Authorized representative of the staff----- Date-----

(Day/Month/Year)

Full name of authorized representative: _____

[Type here]

6. FINANCIAL PROPOSAL - STANDARD FORMS

- Form 6A Financial Proposal Submission Form
- Form 6B Summary of Costs
- Form 6C Breakdown of Costs
- Form 6D Breakdown of Remuneration
- Form 6E Breakdown of Out of Pocket Expenses

Note : 1. The Financial bid should be submitted online only as per the Price Schedule given in Clause 6 Financial Proposal and attached in PDF format in e-procurement Portal only(CPPP) <https://eprocure.gov.in/eprocure/app>. Please refer Appendix-I for further details.

2. These above-mentioned forms are to be filled for Phase 1 (including present scope of work i.e Curation and Preparation of Detailed Project Report (DPR) along with estimates(BOQ) with technical specifications for Modernization, Upgradation, Expansion of National Philatelic Museum into a National Postal Museum and Rendering of Consultancy Services for guiding and supervision of its execution in phases i.e 10000 sq ft in phase 1) .

[Type here]

Form 6A: Financial Proposal Submission Form

(TO BE FILLED BY THE BIDDERS AND ATTACHED IN PDF FORMAT IN SECOND COVER ON CPPP)

Date:

To:

Director (Philately)
Department of Posts
Dak Bhawan
New Delhi – 110 001
Ph: 011 -.....

Subject: Curation and Preparation of Detailed Project Report (DPR) along with estimates (BOQ) with technical specifications for Modernization, Upgradation and Expansion of National Philatelic Museum into a National Postal Museum and Rendering of Consultancy Services for guiding and supervision of its execution in phases.

Dear Sir,

We, the undersigned, offer to provide the consulting services for Curation and Preparation of Detailed Project Report (DPR) along with estimates (BOQ) with technical specifications for Modernization, Upgradation and Expansion of National Philatelic Museum into a National Postal Museum and Rendering of Consultancy Services for guiding and supervision of its execution in phases in accordance with your Request for Proposal dated [*Insert Date*]. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures¹*].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in completing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:

[Type here]

Form 6B: Summary of Costs

(TO BE FILLED BY THE BIDDERS AND ATTACHED IN PDF FORMAT IN SECOND COVER ON CPPP)

SNo	ITEM	Cost (in Indian Rupees)	
		Amount in words	Amount in figure
A	Costs of financial proposal		
B	GST		
C	Other Taxes and duties		
	Total cost of financial proposal		

[Type here]

Form 6C: Breakdown of Costs

(TO BE FILLED BY THE BIDDERS AND ATTACHED IN PDF FORMAT IN SECOND COVER ON CPPP)

Cost component	Amount (s) in words (Indian Rupees)	Amount (s) in figure (Indian Rupees)
Remuneration		
Out of pocket Expenses		
Cost of financial proposal		

[Type here]

Form 6D: Breakdown of Remuneration

(TO BE FILLED BY THE BIDDERS AND ATTACHED IN PDF FORMAT IN SECOND COVER ON CPPP)

Name	Position	Staff – month Rate	Input (Staff-months)	Amount (in Rs)
Key Staff				
Support Staff				
Total				

Form 6E: Breakdown of Out of Pocket Expenses

(TO BE FILLED BY THE BIDDERS AND ATTACHED IN PDF FORMAT IN SECOND COVER ON CPPP)

No.	Description	Unit and Unit Cost	Quantity	Amount (in Indian Rupees)
1	Per diem allowances			
2	Miscellaneous travel expenses			
3	Communication costs			
4	Drafting, reproduction of reports			
5	Local transportation costs			
6	Misc. (survey, data collection, etc.)			
Total				

[Type here]

SECTION 7: STANDARD FORM OF CONTRACT

CONTRACT FOR CONSULTANCY SERVICES

between

[Name of Client]

and

[Name of Consultants]

Dated:

[Type here]

I. FORM OF CONTRACT

Contract to undertake [name of assignment]

This CONTRACT (hereinafter called the "Contract") is made on the [Date in words] day of the month of *month+ *year in "yyyy" format+, by and between

The Department of Posts, having its head office at Dak Bhawan, New Delhi-110001, hereinafter referred to as the "Client" which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) of the First Part.

and

*Name of Consultants and registered address (hereinafter called the "Consultants") WHEREAS

- a) The Client has requested the Consultants to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the "Services");
- b) The Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract.

Now therefore the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) The General Conditions of Contract (hereinafter called "GC");
 - b) The Special Conditions of contract (hereinafter called "SC");
 - c) The following Appendices:

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and reporting requirements,

Appendix B: Key Personnel, support staff, Task assignment, work programme, manning schedule, qualification requirements of key Personnel,

Appendix C: Approach and methodology

Appendix D: Duties of the Client

Appendix E: Cost Estimate

Appendix F: "Conformed Document" which incorporates all the changes, modifications and results of the contract discussion

Appendix G: Copy of Letter of Award

[Type here]

Appendix H: Copy of letter of Award/ acceptance by Consultant

Appendix I: Copy of Bank Guarantee for Performance Security

Appendix J: Clarifications

Appendix K: Hours of work for Consultants' Personnel

Appendix L: Correspondences

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
 - a. The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - b. Client will make payments to the Consultants in accordance with the provisions of the Contract.
3. **Priority of documents:** The Parties expressly agree that in the event of any conflict, inconsistency or contradiction between any clauses forming part of the documents constituting the Contract, and more particularly mentioned in Clause 1 (of this contract) hereinabove, the documents shall be interpreted in the following order of precedence:
 - a. The provisions of this Contract shall override all provisions of other documents comprising the Contract.
 - b. The provisions of the SC shall be subject to the Contract, but shall override all provisions of other documents comprising the Contract;
 - c. the provisions of the GC shall be subject to the Contract SC, but shall take precedence over all other documents comprising the Contract; and
 - d. the Appendices shall subject to each of the Contract, SC and the GC
 - e. Any decision of the Client in relation to the priority of documents shall be final and binding upon the Consultant.

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

FOR AND ON BEHALF OF Client

[Signature] [Name] [Designation]

FOR AND ON BEHALF OF CONSULTANT

[Signature] [Name] [Designation]

Witness:

1. [Signature, name and address]

2. [Signature, name and address]

II. GENERAL CONDITIONS OF CONTRACT

7.1 General provisions

7.1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Applicable Law" means the all laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India as they may be issued and in force from time to time;
- b) "Affiliate" means, with respect to any Party, any other entity that, directly or indirectly:
 - (i) Controls such Party; (ii) is Controlled by such Party; (iii) is Controlled by the same person who, directly or indirectly, Controls such Party; and "Control" with respect to any person, shall mean:
 - (I) The possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person;
 - (II) the possession, directly or indirectly, of a voting interest of more than 50%; and the terms "Controlling" and "Controlled by" shall be construed accordingly;
- c) "Client" means the Party named in the Contract, who employs the Consultant;
- d) "Consultant" or "Consultants" means the party named in the Contract, who is employed as an independent professional firm by the Client to perform the Services;
- e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) constitute a part, together with all other documents listed in this signed Contract;
- f) "Contract Price" means the price to be paid for the performance of the Services;
- g) "GC" means the General Conditions of Contract;
- h) "Government" means the Government of Client's country;
- i) "Local Currency" means the currency of the Government;
- j) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; "Lead Firm / Member in Charge" means the entity specified in the SC to act on behalf of Each Member in exercising all the Consultants' rights and obligations towards the Client under this Contract;
- k) "Material Adverse Effect" means material adverse effect on (a) the ability of the Consultant to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;

- l) Master Services Agreement (MSA) shall mean the same as “contract”;
- m) “Party” means the Client or the Consultants, as the case may be, and Parties means both of them;
- n) “Performance Security” shall mean the irrevocable and unconditional bank guarantee provided by the Consultant from a scheduled Indian bank as guarantee for the performance of its obligations in respect of the Contract;
- o) “Personnel” means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- p) “Project” means “*name of assignment+”;
- q) “SC” means the Special Conditions of Contract by which these General Conditions of the Contract may be amended or supplemented;
- r) “Services” means the work to be performed by the Consultants pursuant to this Contract as described in TOR;
- s) “Sub-consultant” means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of this contract; and,
- t) “Work Order” means a specific directive or order to perform a defined scope for a defined duration and fee
- u) “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- v) “Fraudulent Practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

7.1.2 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and shall be subject to the jurisdiction of the Courts at New Delhi.

7.1.3 Language: This Contract has been executed in the language specified in the SC, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

7.1.4 Notices: Any notice, request or consent made pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

7.1.5 Location: The Services shall be performed at such locations as whether in Country or elsewhere, as the Client may approve.

7.1.6 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials in the SC.

7.1.7 Taxes and Duties: Unless otherwise specified in the SC, the Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

7.1.7.1 The Client shall be entitled to deduct any Taxes required to be deducted at source under Applicable Law from any payments to be made by it to the Consultant.

Further, in the event that the Client receives notification or assessment of any Taxes (whether as an agent, or in substitution of the Consultant, any Sub-consultants or its Personnel, servants, agents or otherwise) in respect of or arising out of the performance of the Consultant's obligations under this Agreement which remain outstanding, the Client shall notify the Consultant of the same and the Consultant shall promptly take all necessary action for settlement and / or any other lawful disposal of such notification or assessment. Furthermore, the Consultant shall pay forthwith on demand to the Client all costs including fines and penalties, which the Client may incur as a result of:

7.1.7.1.1 The Client having been required by any governmental authority to pay any Taxes which the Consultant is liable to bear hereunder; or

7.1.7.1.2 Any cost actually sustained by the Client for failure by the Consultant to pay any Taxes for which it is responsible under this Contract

7.1.8 Interpretation: In the Contract, unless the context otherwise requires:

7.1.8.1 The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.

7.1.8.2 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), includes a reference to any document, agreement, deed or other instrument as may be varied, amended, supplemented, restated or replaced, from time to time.

7.1.8.3 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), means a reference to such document, agreement, deed or other instrument and to all appendices, annexes, schedules and parts attached or relatable thereto, all of which shall form an integral part of such document, agreement, deed or other instrument, as the case may be.

7.1.8.4 A reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such Law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to

- 7.1.8.5 Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.
- 7.1.8.6 The words “include” and “including” are to be construed without limitation. The terms “herein”, “hereof”, “hereto”, “hereunder” and words of similar purport refer to the Contract as a whole. Where a wider construction is possible, the words “other” and “otherwise” shall not be construed ejusdem generis with any foregoing words.
- 7.1.8.7 In the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract.
- 7.1.8.8 Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.
- 7.1.8.9 The rule of interpretation which requires that a Contract be interpreted against the person or Party drafting it shall have no application in the case of this Contract.
- 7.1.8.10 References to a person (or to a word importing a person) shall be construed so as to include:
- a) Individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality);
 - b) That person’s successors in title and assigns or transferees permitted in accordance with the terms of the Contract; and
 - c) References to a person’s representatives shall be to its officers, Personnel, legal or other professional advisors, subcontractors, agents, attorneys and other duly authorized representatives.

7.2 Joint and Several Liability: Collective action by Members

- 7.2.1 In the event the Consultant is a joint venture consortium, the Members shall be deemed to be jointly and severally liable to the Client for the performance of this Contract. Without prejudice to the foregoing, the Client shall be entitled to terminate this Contract in the event of any change in the structure or composition of the joint venture consortium, including the Member in Charge ceasing to act as such. In the event the Consultant is a joint venture consortium, the Performance Security may be provided by any member; provided that such Performance Security shall mention the details of this Contract and other members.
- 7.2.2 In the event the Consultant is a joint venture consortium, without prejudice to the joint and several liabilities of all the Members, each Member agrees that it shall exercise all rights and remedies under this Contract through the Member in Charge and the Client shall be entitled to deal with such Member in Charge as the representative of all Members. Each Member agrees and acknowledges that, notwithstanding anything to the contrary in the memorandum of understanding or any other such agreement or arrangement between the Members:

- 7.2.2.1 any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to this Contract shall be deemed to have been on its behalf and shall be binding on it. The Client shall be entitled to rely upon any such action, decision or communication from the Member in Charge;
- 7.2.2.2 consolidated invoices for the Services performed by all the Members shall be prepared and submitted by the Member in Charge and the Client shall have the right to release payments solely to the Member in Charge and the Client shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Members;
- 7.2.2.3 any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant and any such notice, communication, information or documents shall be deemed to have been delivered to all the Members.

7.3 Commencement, completion, modification and termination of contract

- 7.3.1 **Effectiveness of Contract:** This Contract shall come into effect on the date the Contract is signed by both Parties or such other date as may be stated in the SC.
- 7.3.2 **Commencement of Services:** The Consultants shall commence the Services from 15th (fifteen) day of effectiveness of the Contract or any date prior to that, notified by the Client.
- 7.3.3 **Expiration of Contract:** Unless terminated earlier pursuant to relevant clauses in this contract hereof, 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.
- 7.3.4 **Modification:** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
- 7.3.5 **Force Majeure**
 - 7.3.5.1 **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 under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.
 - 7.3.5.2 **No Breach of Contract:** The failure of a party to fulfil any of its obligations under the Contract 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:
 - a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and

- b) has informed the other party as soon as possible about the occurrence of such an event.
- c) the dates of commencement and estimated cessation of such event of Force Majeure; and
- d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.

7.3.5.3 The Parties agree that neither Party shall be able to suspend nor excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.

7.3.6 **Extension of Time:** Any period within which a Party shall, pursuant to this 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 as a result of Force Majeure.

7.3.7 **Payments:** During the period of their inability to perform the Services as a result of an event of Force majeure, the Consultants shall not be paid under the terms of this Contract. The consultant will receive the payment for only those deliverables, which has been submitted and approved by the client.

7.4 Termination

7.4.1 **By the client:** The Client may terminate this Contract, by not less than thirty (30) days or sixty (60) days written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in this clause:

- a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within a period of sixty (60) days, after being notified or within such further period as the Client may have subsequently approved in writing;
- b) within thirty (30) days, if the Consultants become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- d) within thirty (30) days, if the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- e) within thirty (30) days, if the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client;
- f) within thirty (30) days, if the Consultant, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;
- g) if the Client, in its sole discretion and for any reason whatsoever, within a period of sixty (60) days decides to terminate this Contract.

- 7.4.2 By the Consultants: The Consultants may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of the events specified in this clause:
- a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or
 - b) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- 7.4.3 **Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records, (iv) the rights of indemnity of the Client specified in clause 7.13.2 and (v) any right which a Party may have under the Applicable Law.
- 7.4.4 **Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall handover all project documents under procedure described in this contract.
- 7.4.5 **Payment upon termination:** Upon termination of this Contract, the Client will make the following payments to the Consultants:
- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
 - b) If the Contract is terminated pursuant to Clause 7.4.1 a), b), d), e) or f), the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum meruit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Contract. The consultant will be required to pay any such liquidated damages to Client within 30 days of termination date.
- 7.4.6 **Disputes about Events of Termination:** If either Party disputes Termination of the contract under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration

under relevant clauses hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

7.5 Obligations of the Consultants

7.5.1 General: The Consultants shall perform the Services and carry out their 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 methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

7.5.2 Conflict of interest

7.5.2.1 Any breach of an obligation under Clause 7.5 shall constitute a conflict of interest ("Conflict of Interest"). The Consultant shall comply and shall ensure the Sub-consultants and Affiliates of the foregoing comply with the provisions of Clause 7.5 and any breach of such an obligation shall constitute an event of default by the Consultant for the purposes of this Contract. The Consultant shall promptly disclose any Conflict of Interest to the Client. For the avoidance of doubt, the Consultant agrees that a disclosure of any Conflict of Interest shall not in any manner whatsoever be deemed to cure such Conflict of Interest.

7.5.2.2 Consultants not to Benefit from Commissions, Discounts, etc.: The remuneration of the Consultants pursuant to relevant clauses hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants and agents of either of them, similarly shall not receive any such additional remuneration.

7.5.2.3 Consultants and Affiliates Not to Engage in Certain Activities: The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the project period.

7.5.2.4 Prohibition of Conflicting Activities: Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and
- b) after the termination of this Contract, such other activities as may be specified in the SC.

7.5.3 **Confidentiality:** The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the Client's business or operations without the prior written consent of the Client.

7.5.4 **Consultant's Actions Requiring Client's Prior Approval:** The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract, (iii) that the extent of sub-contracting would be restricted to 30 (thirty) percent of the contract price, and(iv) the Client will be provided by the Consultant with particulars (name, financial & technical background, sub-consultancy fee) of the sub-consultant.
- b) appointing such members of the Personnel, as are not mentioned in the Technical Proposal, and
- c) any other action that may be specified in the SC.

7.5.5 **Reporting Obligations:** The Consultants shall submit to the Client the reports and documents specified in TOR, in the numbers, and within the periods set forth in this contract.

7.5.6 **Documents Prepared by the Consultants to be the Property of the Client:** All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

7.5.7 **Liability of the Consultants:** Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

7.6 Consultant's personnel

7.6.1 Description of Personnel

7.6.1.1 The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' core team and resource pool are described in this contract. If additional work is required beyond the scope of the Services specified in TOR, the level of effort and / or staff assigned may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed.

7.6.1.2 If required to comply with the provisions of this Contract, adjustments with respect to level

of effort, staff assignments, time may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement, scope, qualifications of team or deliverables and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in this Contract. Any other such adjustments shall only be made with the Client's prior written approval.

7.6.2 Removal and / or Replacement of Key Personnel

a) Since this is a long term contract some staff turnover in the core team and resource pool is normal. The Consultant will fill a vacancy with equally qualified and experienced staff immediately. In cases when a critical vacancy cannot be filled immediately, due to conditions beyond the consultants control, the consultant will be allowed to fill the critical vacancy for temporary periods up to 3 months but only with DEPARTMENT OF POSTS's approval and assessment that the replacement personnel is of equivalent qualifications. The remuneration payable for such temporary personnel shall not exceed 90% of the remuneration which would have been payable for the personnel replaced, for the remaining period. For avoidance of doubt, the Client will not consider any staff turnover as the basis for any project delays.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditure shall remain same as that of the personnel replaced. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

7.7 Obligations of the client

7.7.1 Assistance and Exemptions: Unless otherwise specified in the SC, the Client will use its best efforts to ensure that the Government will provide the Consultants, Sub- consultants and Personnel with work permits and such other documents as necessary to enable the Consultants, Sub consultants or Personnel to perform the Services:

- a) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
- b) facilitate prompt clearance through customs of any property required for the Services;
- c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

7.7.2 Access to land: The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services.

7.8 Payments to the consultants shall be as per clause 4.14 of the RFP document.

7.8.1 The authorized representative will have to self-certify the invoice. In case any wrong representation of facts being found in the later stage then the appropriate penalty will be imposed on the consultant.

The Client shall cause the payment of the Consultants periodically i.e. within sixty (60) days after the receipt by the Client of bills with supporting documents. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments.

7.8.2 **Currency:** The price is payable in local currency i.e. Indian Rupees.

7.8.3 **Payment for Additional Services:** For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this contract.

7.8.4 **Price Revision:** Clause not used.

7.9 Settlement of disputes

7.9.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.9.2 Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the SC.

7.10 Responsibility for accuracy of project documents

7.10.1 General

7.10.1.1 The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be resp

7.10.1.2 onable for correcting, at his own cost and risk, the drawings including any re-survey / investigations and correcting layout etc. if required during the execution of the Services.

7.10.1.3 The Consultant shall be fully responsible for the accuracy of reports, plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the reports, designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.

7.11 Liquidated damages

If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees.

7.12 Representation, warranties and disclaimer

7.12.1 The Consultant represents and warrants to the Client that:

- I. it is duly organized, validly existing and in good standing under the applicable laws of its Country;
- II. it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated hereby;
- III. it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract;
- IV. it has the financial standing and capacity to undertake the Project;
- V. this Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- VI. it is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- VII. there are no actions, suits, proceedings, or investigations pending or, to the Consultant's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Consultant under this Contract or materially affect the discharge by the Consultant of its obligations under the Contract.
- VIII. no representation or warranty by the Consultant contained herein or in any other document furnished by it to the Client contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- IX. no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Consultant, to any person by way of fees, commission or otherwise for securing the Contract or for influencing or attempting to influence any officer or employee of the Client in connection therewith.

7.13 Miscellaneous

7.13.1 Assignment and Charges

- a) The Contract shall not be assigned by the Consultant save and except with prior consent in writing of the Client, which the Client will be entitled to decline without assigning any

reason whatsoever.

- b) The Client is entitled to assign any rights, interests and obligations under this Contract to third parties.

7.13.2 Indemnity: The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly,

- (a) the breach by the Consultant of any obligations specified in relevant clauses hereof;
- (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and / or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.

7.13.3 Governing Law and Jurisdiction: The Contract shall be construed and interpreted in accordance with and governed by the Applicable Law of India and subject to relevant clauses hereof and the SC, the Courts at New Delhi, India shall have jurisdiction over all matters arising out of or relating to the Contract.

7.13.4 Waiver

7.13.4.1 Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations or under the Contract:

- a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Contract;
- b) shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
- c) shall not affect the validity or enforceability of the Contract in any manner.

7.13.4.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance or any variation or the relinquishment of any such right hereunder.

7.13.5 Survival: Termination of the Contract (a) shall not relieve the Consultant or the Client of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to

the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

- 7.13.6 **Notices:** Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SC. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.
- 7.13.7 **Severability:** If for any reason whatever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.
- 7.13.8 **No Partnership:** Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.
- 7.13.9 **Language:** All notices required to be given under the Contract and all communications, documentation and proceedings which are in any way relevant to the Contract shall be in the language specified the SC.
- 7.13.10 **Exclusion of Implied Warranties etc.:** The Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in the Contract.
- 7.13.11 **Agreement to Override Other Agreements:** The Contract supersedes all previous agreements or arrangements between the Parties, including any memorandum of understanding entered into in respect of the contents hereof and represents the entire understanding between the Parties in relation thereto.
- 7.13.12 **Counterparts:** The Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of the Contract
- 7.13.13 **Suspension of Payments:** The Procuring Entity may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to deliver the Services as per the Terms of Reference, including the non-rectification of notified defects in the Services/ deliverables, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension. Such a suspension shall not entitle the Consultant to any extension of

time for delivery of Service.

Defaults, Breaches, Termination, and closure of Contract

7.14 Termination due to Breach, Default, and Insolvency

7.14.1 Defaults and Breach of Contract

In case the Consultant undergoes insolvency or receivership, neglects or defaults or Expresses inability or disinclination to honor his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of contract. Such defaults could include inter-alia:

- 1) **Default in Performance and Obligations:** If the Consultant fails to deliver any or all of the Services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and evaluation criteria based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity. In the case of a Joint Venture/ Consortium, If the performance of any JV/C member is persistently un-satisfactory by the Procuring Entity in respect of the responsibilities assigned to him as per the JV agreement, which is part of this Contract.
- 2) **Insolvency:** If the Consultant being an individual or if a firm, any partner thereof, shall at any time be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- 3) **Liquidation:** if the Consultant is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.

7.14.2 Notice for Default

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the Consultant, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the Consultant would be suspended as per 7.13.13 above to safeguard needed recoveries due to invoking contractual remedies.

7.14.3 Remedies for Breaches/ Default

In the event of an unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per the sub-clause above, the Procuring Entity, if so decided, shall

- 1) take one; or more of the following contractual remedies.
 - a) Recover liquidated damages and invoke a denial clause for delays.
 - b) In the case of JV/C, Procuring Entity may call upon the Lead Member to assign the work of the defaulting member to any other equally competent party acceptable to the Procuring Entity.
 - c) Temporarily withhold payments due to the Consultant till recoveries due to invocation of other contractual remedies are complete.
 - d) Call back any loaned property or payment advances with a levy of interest at the

- prevailing rate (MIBID - Mumbai Interbank Proposal Rate).
- e) Encash and/ or Forfeit performance or other contractual securities.
 - f) Prefer claims against the insurance, if any.
 - g) Terminate the Contract for default, fully or partially, including its right for Risk- and-Cost Procurement as per the following sub-clause.
 - h) Initiate proceedings in a court of law for the transgression of a law, tort, and loss not addressable by the other remedies above.
- 2) By written Notice of Termination for Default sent to the Consultant, terminate the contract in whole or in part, without compensation to the Consultant.
- a) Such termination shall not prejudice or affect the rights and remedies, including under the sub-clause below, which have accrued and/ or may accrue to the Procuring Entity after that.
 - b) Unless otherwise instructed by the Procuring Entity, the Consultant shall continue to perform the contract to the extent not terminated.
 - c) All Defect Liability obligations, if any, shall survive despite the termination.
- 3) **Risk and Cost Procurement:** In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the Consultant. Such Risk and Cost Procurement must be contracted within nine months from the breach of contract. The Consultant shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Consultant shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be at the discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the Consultant of such procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not, the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

A undertaking/certificate of bankruptcy and insolvency has to be submitted by the bidder.

III. SPECIAL CONDITIONS OF CONTRACT

The Special Conditions (SC) of contract contains number of amendments and supplements to clauses in the General Conditions of the Contract.

- 7.1.1(f) The contract price payable in Indian Rupees is (inclusive of service tax)
- 7.1.1(j) The Member in-charge is [name of consultant].
- 7.1.3 The language is English.
- 7.1.4 The client address is [name, designation, telephone, facsimile, address].
- 7.1.4 The consultant address is [name, designation, telephone, facsimile, address].
- 7.1.6 The Authorized Representative for the client is [name, designation].
- 7.1.6 The Authorized Representative for the consultant is [name, designation].
- 7.1.7 For domestic consultants / personnel and foreign consultants / personnel who are permanent residents in India The Consultants and the personnel shall pay the taxes, duties,

fees, levies/expenses and other impositions levied under the existing, amended or enacted laws during life of this contract and the Client will perform such duties in regard to the deduction of such tax as may be lawfully imposed. The Consultant will be paid by DEPARTMENT OF POSTS only service tax over and above the cost of Financial Proposal. All other applicable taxes, levies, duties, etc., if any, shall be borne by Consultant.

7.3.1 The date on which this Contract will come into effect is [date].

7.5.7 Limitation of the Consultants' Liability towards the Client

a) Except in case of negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:

i) for any indirect or consequential loss or damage; and

ii) For any direct loss or damage, that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.

b) This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

7.5.8 Risks and coverage

a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.

b) Third Party liability insurance with a minimum coverage, for Rs.10,00,000/- (Rupees Ten Lakhs only) for the period of consultancy.

c) **Professional Liability Insurance:** Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or (ii) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency]. The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in the contract. In case of joint venture or "in association", the policy should be in the name of joint venture / in association entity and not by the individual partners of the joint venture / association.

d) Employer's liability and workers' compensation insurance shall be in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant revisions of the

Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.

- e) Any other insurance that may be necessary to protect the Client, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.

7.1.1 (n) Performance security

The Consultant shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Contract, provide to the Client a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Consultant of its obligations under this Contract, in the form set out in this contract, in an amount equal 5 (five) percent of the total cost of Financial Proposal under this Assignment. Further, in the event the term of this Contract is extended, the Consultant shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount equivalent to 5 (five) percent of the total cost of Financial Proposal under this Assignment.

The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations). {In the event the Consultant is a joint venture consortium, the Performance Security may be provided by any Member; provided that such Performance Security shall mention the details of this Contract and the other Members.}

The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 180 (One Hundred Eighty) Days from the date of submission of the last deliverable under this Contract. If the Client shall not have received an extended / replacement Performance Security in accordance with this clause at least thirty(30) days prior to the date of expiry of the then existing Performance Security, the Client shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Consultant of its obligations under this Contract until such time as the Client shall receive such an extended / replacement Performance Security whereupon, subject to the terms of this Contract, the Client will refund to the Consultant the full amount of the bank guarantee, unless the Client has drawn upon the Performance Security in accordance with the provisions of this Contract, in which case only the balance amount remaining will be returned to the Consultant; provided that the Client will not be liable to pay any interest on such balance. The Client will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Contract, the Performance Security will, subject to any drawdowns by the Client in accordance with the provisions hereof, be released by the Client within a period of 180 (One Hundred Eighty) Days from the date of submission of the last deliverable under this Contract.

The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:

- a) the Consultant becomes liable to pay liquidated damages;

- b) any material breach of the terms hereof; and/or
- c) without prejudice to paragraph above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Contract.

Dispute settlement: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this Contract, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above- mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be New Delhi and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

ANNEXURE – I

Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.:

Bank

Guarantee: Date:

Dear Sir,

In consideration of Department of Posts (hereinafter referred as the “Client”, which expression shall,

unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of consultant] a [type of company], established under laws of [country] and having its registered office at*address+ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Contract by issue of Client's Contract Letter of Award No. *reference+ dated [date] and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the "Contract") and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Client for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand an or, all monies payable by the Consultant to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Consultant. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Consultant nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the contract or other documents. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or for bearance or other acts of omission or commission on the part of the

Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the client may have in relation to the Consultant's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder. This Guarantee shall not be affected by any change in the constitution or winding up of the Consultant / the Bank or any absorption, merger or amalgamation of the Consultant / the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of consultant] on whose behalf this guarantee has been given. Date this [date in words] day *month+ of *year in 'yyyy' format+ at *place+.

WITNESS

1. [signature, name and address]

2. [signature, name and address]

[Official Address] Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

The date will be fixed as indicated in S.C.C.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the "Bank Guarantee". The bank guarantee shall be issued either by a bank (Nationalized / Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Client.

ANNEXURE – II

Format of Bank Guarantee for Bid Security

To

.....

.....New Delhi – 110 003

Ph: 011 –.....

WHEREAS _____[Name and address of the consultant] (hereinafter called “the consultant”) in pursuance of the consultancy project _____ to provide the services on terms and conditions set forth in this Request for Proposal (RFP) dated _____[Name of project and brief description of works] (hereinafter called the “bid”).

AND WHEREAS it has been stipulated by you in the RFP inviting bid(s) that the Applicant shall furnish to you a bank guarantee issued by a Nationalized / Scheduled bank for the sum specified therein as security for compliance with his obligations in accordance with the bid submitted.

AND WHEREAS we have agreed to issue on behalf of the Applicants such a bank guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of, the Applicant up to a total of _____ [amount of Guarantee] _____[in words], such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____[amount of Guarantee] as aforesaid without you needing to prove or to show grounds or reasons for you demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicants before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the RFP or the bid or of the services to be performed there under or of any of the bid documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification or by the extension of time for performance granted to the Applicant or postponement/non exercise/ delayed exercise of any of its rights by DEPARTMENT OF POSTS or any indulgence shown by DEPARTMENT OF POSTS to the Applicant and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by DEPARTMENT OF POSTS or any

Indulgence shown by DEPARTMENT OF POSTS provided nothing contained herein should enlarge the Guarantor's obligation hereunder.

The liability of the bank under this guarantee shall not be affected by any change in the constitution of the Applicant or of the bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is served upon us on or before _____ our liability under this guarantee shall cease.

Signature and seal of the Guarantor _____ in presence of

Name and designation _____ 1. _____

(Name, Signature & Occupation)

Name of the bank _____

Address _____ 2. _____

(Name, Signature & Occupation)

Date _____

ANNEXURE – III

Power of Attorney for Authorized representative

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms. son/daughter/wife and presently residing at , who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant {Project Name}, proposed to be developed by the Client (the "DEPARTMENT OF POSTS") including but not limited to signing and submission of all applications, proposals and other documents and writings, participate in pre-bid and other conferences and providing information/ responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Client in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Client.

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCDEPARTMENT OF POSTSL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20**

For

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarized

Accepted

(Signature, name, designation and address of the Attorney)

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required

Procedure,. The Power of Attorney should be executed on a non-judicial stamp paper of Ras.50 (fifty) and duly notarized by a notary public.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carried a conforming Apostille certificate.

Annexure – III- A

UNDERTAKING FOR BIDDERS WHO ARE REGISTERED AS MICRO/ SMALL ENTERPRISE

(This undertaking may be included in relevant section/part of Tender Document)

1. I /We confirm that the provisions of Micro and Small Enterprise are applicable to us and our organization falls under the definition of the following Category:

- I. – Micro Enterprises

- II. – Small Enterprises

Please tick in the appropriate option box and attach relevant documents/certificate issued by any of the Authority mentioned below as evidence to their applicability of Micro and Small Enterprises:

- District Industries Centers (DICs)
- Khadi & Village Industries Commission (KVIC)
- Khadi & Village Industries Board (KVIB)
- Coir Board National Small Industries Corporation (NSIC)
- Directorate of Handicrafts and Handloom
- MSEs registered under Udyam Registration (UR) portal
- Any other Body specified by Ministry of Micro, Small and Medium Enterprises (MoMSME)

2. I/ We also undertake to inform the change in this status as aforesaid during the currency of the Contract, if any.

Dated _____

Signature of Bidder _____

ANNEXURE – IV

Format for Joint Bidding Agreement (in case of JV/Consortium)

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of.....20...

AMONGST

1. [•], (a company incorporated under the Companies Act, 1956 and having its registered office at] (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. [•+, (a company incorporated under the Companies Act, 1956 and having its registered office at]. (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. [•+, [a company incorporated under the Companies Act, 1956 and having its registered office at]. (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns}}

The above mentioned parties of the [FIRST, SECOND AND THIRD] PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

- (A) The Parties are interested in jointly bidding for the Consultancy as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Consultancy, and
- (B) It is a necessary condition under the Consultancy document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- a. The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes

of jointly participate in the selection process for the Consultancy. In case of Joint Venture, the Parties to hereby assure that the JV will not be dissolved during the course of this assignment.

- b. The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Consultancy, either directly or indirectly or through any of their Affiliates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Consultant and awarded the Consultancy, the Parties shall enter into a contract for consultancy services ("Contract") with the Authority and for performing all obligations as the Consultant in terms of the Contract for the Consultancy.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a. Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Consultancy and until the Effective Date under the Contract;
- b. Party of the Second Part shall be [•]; and c. Party of the Third Part shall be *•].

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFP and the Contract, for the performance of the Contract.

6. Member in Charge or Lead Member

Without prejudice to the joint and several liabilities of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge I Lead Member and the Authority shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:

- a. any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The

Authority shall be entitled to rely upon any such action, decision or communication from the Member in Charge;

- b. consolidated invoices for the services in relation to the Consultancy performed by all the Members shall be prepared and submitted by the Member in Charge and the Authority shall have the right to release payments solely to the Member in Charge and the Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;
- c. any notice, communication, information or documents to be provided to the Consultant shall

be delivered to the authorized representative of the Consultant (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Authorized Representation

The parties agree that, who is employed with the member in charge, or his/her nominee shall be the authorized representative of the consortium, to do on behalf of the Consortium, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of the Consortium's proposal for and the Consultancy including but not limited to signing and submission of all applications, proposals and other documents, participate in pre- bid and other conferences and providing information/responses to the authority, representing the consortium in all matters before the authority, signing and execution of all contracts and undertakings

consequent to acceptance of the Consortium's proposal and generally dealing with the Authority in all matters in connection with or relating or arising out of the Consultancy.

9. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Consultancy is awarded to the Consortium. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon return of the Bid Security by the Authority.

10. Miscellaneous

a. This Joint Bidding Agreement shall be governed by laws of India. b. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of MEMBER IN CHARGE	SIGNED, SEALED AND DELIVERED
by:	SECOND PART
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
THIRD PART

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

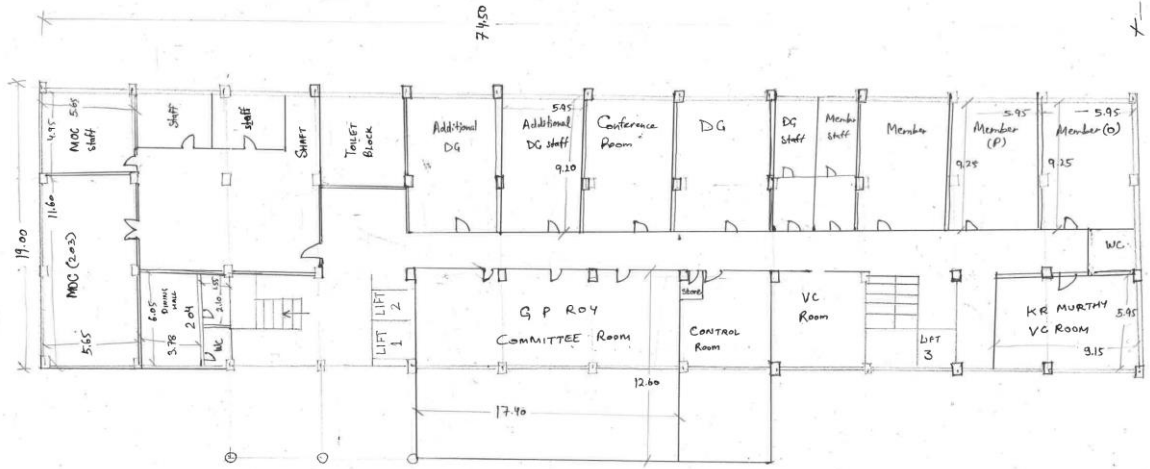
- 1.
- 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Second Floor



ANGAN
(OPEN TERRACE)

SECOND FLOOR CARPET
AREA THAT COULD BE
PROPOSED FOR MUSEUM — 11220 sqft

PROPOSED EXTENSION FOR
PHILATELY MUSEUM

SECOND FLOOR, DAK BRAWN

Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the eProcurement/ etender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the eProcurement site using the “Click here to Enroll” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email-id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
- 3) Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smart Card, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 8) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken/Smart Card to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my tenders’ folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested

format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.

14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.

15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

16) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.

17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.

18) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.

19) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.

20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.

22) If the price bid format is provided in a spread sheet file like PDF_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/PDF template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.

23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority(TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

24) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a

record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. For any further queries, the bidders are asked to contact over phone: 0120-4200462, 0120-4001002 or send a mail over to cppp-nic@nic.in ; support-eproc@nic.in.

CHECK LIST for the Tenderer

(to be signed, stamped and digitally uploaded in the technical bid cover (envelope -1))

Sl. No	Nomenclature	YES/NO
1.	Whether the Tender documents have been completely read, understood and accepted	
2.	Whether soft copy of Bid security of 5% of bid value. has been uploaded in the technical Bid cover .	
3.	Whether Bid security Instrument has been submitted to Philately Division before due date.	
4.	Whether all the declarations and undertakings have been duly filled, signed with official stamp and digitally uploaded in the technical Bid cover .	
5.	Whether the scanned copies of documents in support of eligibility criteria as per RFP have been uploaded in the technical Bid cover .	
6.	Whether the RATE QUOTE SHEET has been duly filled up as per the format given and uploaded digitally in the Financial Bid Cover.	
7.	Whether the tenderer have visited the work site and conducted market survey before quoting the rate and understand the nature/scope of work and condition of the site.	
8.	Whether the tenderer have understood that the rates quoted will be considered inclusive of all materials, wastage, labour, transportation, carriage, shifting charges, GST, other taxes & duties, all incidental charges, logistics etc. required for this job and no additional payment shall be made for this purpose other than quoted rate, even when the taxes changes.	
9.	Whether the tenderer agrees that all the materials to be used for this work should strictly be as per the specifications prescribed in the tender and of approved make and no deviation from the same will be allowed.	
10.	Whether the tenderer understood that the work has to be carried out following all safety and precautionary measure as prescribed under safety norms and all statutory provisions have to be complied by the tenderer to this effect.	
11.	Whether the tenderer understood that work has be carried out following all rules and regulations under minimum wages act of both the Central and State Govt. and all statutory provisions under the same have to be complied by the tenderer.	
12.	Whether the tenderer have gone through the scope of work attached with	

	the tender NIT and have understood the nature of work and type of work to be executed before quoting their rates.	
13.	Whether the tenderer have understood that the time is the essence of this contract and he agrees to complete the work well within the stipulated time as prescribed in the tender document.	

Signature of the tenderer/ bidder) with company seal/rubber stamp