

## Tender Notice

Tender Notice No: F( )TRI/MUSEUM/2018-19/463

Date: 06.02.2019

Request for Proposal for preparation of **DETAILED PROJECT REPORT** for  
Conceptualisation of **Tribal Museum**, Manikya Lal Verma Tribal Research and  
Training Institute, Udaipur, Rajasthan



**REQUEST FOR PROPOSAL FOR PREPARATION OF DETAILED PROJECT REPORT  
FOR CONCEPTUALISATION OF TRIBAL MUSEUM, MANIKYA LAL VERMA TRIBAL  
RESEARCH AND TRAINING INSTITUTE, UDAIPUR, RAJASTHAN**

**Section 1: Invitation**

1. Sealed Proposals are invited by Manikya Lal Verma Tribal Research and Training Institute(TRI) from individual(s) / companies / firms for the following works:

Name of the Tender	Request for Proposal for preparation of Detailed Project Report for Conceptualization of Tribal Museum, Manikya Lal Verma Tribal Research And Training Institute, Udaipur, Rajasthan
Estimated Cost of Work	Rs. 9,50,000 (Nine Lakh Fifty Thousand Only)
Tender fee	4,00/-
EMD	2 percent of cost work (19,000 Rs.)
Performance Security Deposit	5 % of Project Cost
Date of publication	07/02/2019
Last date and time for submission of Proposals (Technical /Financial)	15/02/2019 (12:30 PM)
Opening of Technical/Financial bid	15/02/2019 (02:30 PM)
Place of obtaining tender documents	The tender document can be downloaded from <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a>
Authorized representative	Director, TRI, Udaipur
Email for correspondence	triudaipur@gmail.com

2. Proposals shall be submitted as per the "Instructions to Bidder".
3. The Request for Proposal duly completed in all respects shall be received upto 15/02/2019 up to 12:30 PM.
4. The Proposal documents duly sealed must be sent through Registered post/Speed post/Courier so as to reach in the same office as mentioned above not later than the time and date of opening of the Proposals.
5. Proposals received after the stipulated date and time (see article 3 above) are liable to be rejected and returned unopened to the respective party.



6. Proposals shall be treated as non-responsive and are liable to be summarily rejected if the requested party does not submit all supporting documents or does not furnish the relevant details as per the prescribed format/requirements. The parties may take a note of this.
7. The Technical Proposals shall be opened at 15/02/2019 (02.30 PM)
8. The Financial Proposals will be opened after evaluation of the Technical Proposals and Presentation. Financial Proposals of only those who obtain **65% marks** in the overall marking will be opened.
9. The validity of the offer shall be 90 days from opening of the Technical Proposals.
10. The transfer of the Request for Proposal is not admissible.
11. TRI reserves the right to reject any or all prospective Proposals without assigning any reason and to restrict the list of individuals / firms / companies to any number deemed suitable by it, if too many Proposals are received satisfying the basic qualification criteria.
12. TRI do not bind itself to accept the lowest Proposal and to give any reason for the decision taken.
13. Qualifying Criteria
  - 13.1. The bidding Companies / Firms must be a registered entity and minimum 5 years old.
  - 13.2. The bidding Companies / Firms must have a turnover of minimum of 75 Lac Rupees over the last 3 years.
  - 13.3. The bidding Companies / Firms should have undertaken conceptualisation of at least three thematic / museum exhibitions.
  - 13.4. The bidding Companies / Firms should have completed at least 5 projects of Tribal/Folk Museums in India.
  - 13.5. The bidding Companies / Firms should have valid registration under GST, income tax, professional tax and other applicable taxes and must have never been blacklisted.
  - 13.6. In case of Joint venture Qualification of the bidder should be decided as per rule 39 of RTPP Rules 2013 and preferably not more than two partners in joint venture should be allowed to participate.

## Section 2: Instructions to Bidders

1. The Bidders are invited to submit a Proposal (a Technical Proposal and a Financial Proposal in separate envelope) for preparation of **Detailed Project Report for Conceptualisation of Tribal Museum, Manikya Lal Verma Tribal Research And Training Institute, Udaipur, Rajasthan.**
2. The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" [hereinafter called the Act] and the "Rajasthan Public Procurement Rules, 2013" [hereinafter called the Rules] under the said Act have come into force which is available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in>. Therefore, the bidders are advised to acquaint themselves with the provisions of the Act and the Rules along with amendments before participating in the bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.



3. Bidders are advised to thoroughly read the bidding document and by signing this document, they submit unconditional acceptance to all the terms & conditions of the bidding document without any deviation.

**4. Site Inspection by the Bidders**

- 4.1. Construction of the Museum is complete, the Bidders are advised to visit the site and take all information and conditions into account in preparing their Proposal and before submitting the Proposal. Bidder has to bear the cost of site inspection in this respect.
- 4.2. The Bidders shall be deemed to have full knowledge of the site and the buildings whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
- 4.3. The Bidders may submit the Proposals keeping in view all the articles of Terms of Reference (Refer Section 3).
- 4.4. Submission of the Proposal by the Bidder implies that he has read the letter of invitation, instructions to the consultant, terms of reference and all other contract documents and has made himself aware of the scope of work and schedule of services to be delivered.
- 4.5. Bidders may carefully note that they are liable to be disqualified at any time during process of selection of consultant for award of services in case any of the information furnished by them is not found to be true. The decision of TRI in this respect shall be final and binding.

**5. Clarifications on the Document for Request for Proposal**

- 5.1. A prospective Bidder requiring any clarification on the Request for Proposal may notify, **Director, TRI, Udaipur** via email **triudaipur@gmail.com**
- 5.2. The nominated official will respond to any request for clarification, which he receives earlier than seven (7) days prior to the deadline for submission of Proposal. Copies of the response shall be forwarded to all Bidders of the Request for Proposal including a description of the enquiry but without identifying its source.

**6. Amendment of the document for Request for Proposal**

- 6.1. At any time prior to the deadline for submission of the Proposal, TRI may for any reason whether at its own initiative or in response to any request by any prospective consultant amend the document of Request for Proposal by issuing Corrigendum, which shall be part of the document of Request for Proposal.
- 6.2. Any addendum/corrigendum issued shall be communicated online on tendering website.
- 6.3. To give Bidders reasonable time in which to take the addenda/corrigenda into account in preparing their Proposal, extension of deadline for submission of Proposal may be given as necessary.
- 6.4. TRI may at its discretion extend the deadline for submission of the Proposals at any time before the time of submission of the Proposal.





## 7. Validity of the Request for Proposal

- 7.1. The validity of the offer shall be 90 days from the opening of the Technical Proposal.
- 7.2. In exceptional circumstances, prior to the expiry of the original time limit for validity of the Proposal, TRI may request that the consultant may extend the period of validity for a specified additional period. The request and the Bidders response shall be made in writing. The Bidder may refuse the request. A Bidder agreeing to the request will not be required or permitted to modify his Financial Proposal.

## 8. Document of Request for Proposal

- 8.1. The document of Request for Proposal include the following:

- 8.1.1. Invitation
- 8.1.2. Instructions to the Bidder
- 8.1.3. Terms of reference
- 8.1.4. Annexure A,B,C and D

- 8.2. The Bidder is expected to examine all instructions, terms of reference, conditions, documents, and other information in the RFP documents. Failure to furnish all information required by the RFP documents or submission of a Proposal not substantially responsive to the RFP documents in every respect will be at the Bidders risk and may result in rejection of its Proposal.

## 9. Language

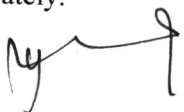
The Proposal and all documents related to the Proposal shall be written in English.

## 10. Signing of all Proposal papers and completing Technical & Financial Proposals

- 10.1. All the pages of the RFP including the Technical and Financial Proposals, documents supporting qualifying requirements etc. submitted by Bidder shall be **signed and stamped** by the bidder or his representative holding the Power of Attorney (Enclose original/attested notarized copy of the Power of Attorney).
- 10.2. While filling the details the Bidders shall ensure that there is no discrepancy in the given details. In case of any discrepancy, TRI holds the full right to draw the final conclusion and any decision based on such conclusion shall be final and binding.

## 11. Deviations

- 11.1. The Bidder should clearly read and understand all the terms and conditions etc. mentioned in the original RFP documents. Bidders are advised not to make any corrections, additions or alterations in the original RFP documents. If Bidder makes any correction in his entries the same shall be initialed and stamped by him. If this condition is not complied with, Proposal is liable to be rejected.
- 11.2. If the Bidder has to propose extra items or services necessary for effective completion of project than separate sheets mentioning the scope of work and the outputs shall be proposed separately.

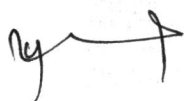


- 11.3. Correspondingly, the same items of work or services must submit the details of items and rates separately in Financial Proposal. It will though not be binding on TRI to accept the same and may be considered separately during the award of work.

## 12. Deadline for submission of Proposal

- 12.1. The Tenders shall be submitted by qualified bidders as per the qualifying requirements.
- 12.2. The bidding Firm/Company may submit their bid in two separate sealed envelopes on or before the due date. Envelope ONE marked in bold, as **Technical Bid** shall contain EMD, Tender Fees, complete profile of Firm/Company/Technical Experts, documents supporting qualifying requirements and Technical details. Envelope TWO marked in bold, as **Financial Bid** shall contain a detailed schedule of prices for the Proposal as per Annexure-1. Both the sealed envelopes are to be put in one large envelope, which should be super scribed as **"Proposal for preparation of DETAILED PROJECT REPORT for Tribal Museum, Manikya Lal Verma Tribal Research And Training Institute, Udaipur, Rajasthan"**. TRI will not be responsible for delay in transit or damage or loss of tender document sent by post.
- 12.3. Earnest Money Deposit (EMD) for this tender shall be Rs. 19,000 (Nineteen Thousand Only) and Tender Fees shall be Rs. 4,00 (Four Hundred Only) to be submitted in the form of two separate bank drafts drawn on any Nationalized Bank, payable at Udaipur and shall be in favor of **Director, M L Verma Tribal Research and Training Institute, Udaipur**. Failure to submit the EMD shall be liable to the rejection of the Bid.
- 12.4. The EMD shall be returned to the unsuccessful bidders on the finalization of the tenders. For the successful bidder, **EMD** shall be adjusted against the **Performance Security Deposit**.
- 12.5. The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
- a) when the bidder withdraws or modifies its bid after opening of bids;
  - b) when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
  - c) when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
  - d) when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
  - e) if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- 12.6. Last date for submission of Proposal is given in the publication of this advertisement.
- 12.7. Address for correspondence and submission of Proposals:

**Director,**  
**Manikya Lal Verma Tribal Research & Training Institute**  
Ashok Nagar,  
Post Box No. 86,  
Udaipur, Rajasthan 313001  
Phone: +91-294-2410958, 2414352  
Fax Number: +91-294-2410958



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

12.9. Proposals received after opening of the Proposals, shall be rejected and returned unopened to the Bidders.

### **13. Withdrawal of Request for Proposal**

No Request for Proposal can be withdrawn after submission and during validity period of the request for Proposal.

### **14. Sealing and marking of Proposals**

The Technical & Financial Proposals shall be submitted on or before the due date and time, with all the relevant documents as mentioned below:

#### **14.1. Technical Proposal**

The Technical Proposal shall comprise of following documents:

• Description of firm and qualifications
• Team; Key personnel experience, roles and responsibilities, team organization
• Project Experience
• Project understanding and approach
• Technical Proposal shall not contain price bid.

#### **14.2. Financial Proposal**

The prices to be quoted by the bidders (Envelope marked Two) shall be all-inclusive of taxes and levies and strictly in the format annexed as Annexure-1 with the details to be filled in by the bidders.

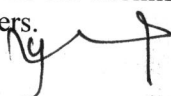
### **15. Opening of the Proposals**

15.1. The Technical Proposals shall be opened at 15/02/2019 (02.30 PM) in the presence of the consultants/ their authorized representatives who wish to attend.

15.2. Consultants or their authorized representatives who are present shall Sign the register in evidence of their attendance.

### **16. Clarification of the Proposals**

To assist the examination, evaluation and comparison of the Proposals, TRI may at their discretion ask the Bidders for any clarifications as considered essential. All such correspondence shall be in writing and no change in substance of the Proposal shall be sought or permitted. The above clarification for submission of the details shall form part of the Proposal and shall be binding on Bidders.



## **17. Preliminary examination of Proposals**

- 17.1. TRI shall examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the Proposals are in order.
- 17.2. Prior to the detailed evaluation, TRI shall determine whether each Proposal is of acceptable quality, is complete and is substantially responsive to the RFP documents. For purposes of this determination, a substantially responsive Proposal is one that conforms to all the terms of reference, and other conditions of the RFP documents without deviations, objections, conditionality or reservation.
- 17.3. A deviation, objections, conditionality or reservation is one;
  - 17.3.1. That affects in any substantial way the scope, quality or performance of the contract.
  - 17.3.2. That limits in any substantial way, inconsistent with the RFP documents, TRI's rights or the successful Bidders obligations under the contracts; or
  - 17.3.3. Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive Proposals.
- 17.4. If a Proposal is not substantially responsive, it shall be rejected.
- 17.5. In case of Proposals containing any conditions or deviations or reservations about contents of Proposal document, TRI may ask for withdrawal of such conditions/deviations/reservations. If the Bidder does not withdraw such conditions/deviations/reservations, the Proposal shall be treated as non-responsive. TRI's decision regarding responsiveness or non-responsiveness of a Proposal shall be final and binding.

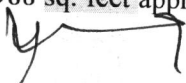
## **18. Performance Security Deposit**

- 18.1. The Successful Bidder shall, within seven (7) days of the issue of the LoI, submit 5 percent Performance Security Deposit as mentioned in schedule 10.1 of this document and sign the Contract Agreement with stipulated time.
- 18.2. Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
  - a) When any terms and condition of the contract is breached.
  - b) When the bidder fails to make complete supply satisfactorily.
  - c) If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document

## **Section 3: Terms of Reference**

### **1. Introduction**

Manikya Lal Verma Tribal Research & Training Institute, Udaipur has undertaken the renovation of the Tribal Museum located in the institute campus at Ashok Nagar. The Tribal Museum covers a total carpet area of 5988 sq. feet approx. of which 2268 sq. feet is available on the ground floor



and 3720 sq. feet on the first floor of the premises. Additionally, there is an outdoor area facing the TRI building of 2000 sq. feet approx. Currently, the rich inventory of this museum, including several paintings and photographs, textiles, jewelry, household articles, implements and handicrafts have been placed in storage.

With the renovations of the civil structure now completed the goal before the museum is to showcase the rich traditions and culture of the state's tribal communities, and engaging, informing and educating the museum's visitors. The renovation provides the Tribal Museum with the unique opportunity to present through a display of material culture, not only the history of Rajasthan's tribal communities, but also their shifting contexts, changing cultural landscape and relationships with the mainstream.

As a precursor towards redesigning the interiors of the Tribal Museum, Udaipur to serve a new generation of museum visitors, the Tribal Museum therefore invites Proposals for the preparation of a DETAILED PROJECT REPORT (DPR) on the same.

## **2. Scope of Work (Key points to be included in the DPR)**

- 2.1. The DPR will be limited to the architectural shell provided. There cannot be any proposal for civil work change like in terms of levels, plinths, ramps, heights, skylights etc. in the DPR.
- 2.2. The DPR must include the below:
  - 2.2.1. Establishing a clear Vision / Manifesto for the Museum
  - 2.2.2. Content review and research- key events & scenarios, visitor profiling
  - 2.2.3. Conceptualization and articulation of a broad central theme and a narrative for the museum experience/ space design
  - 2.2.4. Visitor Experience and Journey Mapping
  - 2.2.5. Definition of weightages for all sections / zones; defining flows from one section to the other- thematically and functionally- preliminary sketches of the space
  - 2.2.6. Identification of key techniques, technologies, mediums of communication & display
  - 2.2.7. Development of a visual language/ look- and- feel for the space
  - 2.2.8. Schematic drawings to carve out the scope and character of the sections/ zones
  - 2.2.9. Initial design direction/ concept presentation (3D views)
  - 2.2.10. Detailed content research
  - 2.2.11. Finalization of interior layouts, communication mediums/ technologies, and Museum CMF; Final 3D Views of the space
  - 2.2.12. Design of Museum signage and administrative collateral
  - 2.2.13. Preparation of electrical, plumbing, HVAC, fire-fighting, lighting, AV, carpentry, CCTV, floor tiling, and false ceiling layouts in coordination with their respective consultants
  - 2.2.14. Estimation of a block per sq. meter rate of execution in collaboration with the consultants
  - 2.2.15. Design detailing - preparation of GFC drawings of all galleries/ museum spaces
  - 2.2.16. Defining specifications for execution of all works (Vendor Briefs)
  - 2.2.17. Identification of all typical items and special items for preparation of a detailed BOQ (Bill of Quantities) of all galleries/ museum spaces
- 2.3. A preliminary estimate for the project must be included in the DPR.
- 2.4. The DPR should be a minimum of 75 and a maximum of 120 pages in A4 color format. Two hard copies of the DPR along with a PDF softcopy not exceeding 50 MB must be submitted to TRI.

## 1. Team/Expertise Required

- 1.1. The bidding firm (consultant) selected to complete this work must have staff or sub-consultants having the following expertise. All sub-consultants shall be managed and paid by the bidding firm.

- 1.1.1. Exhibition Design
- 1.1.2. Interior Design
- 1.1.3. Lighting
- 1.1.4. Multimedia Design
- 1.1.5. Museology
- 1.1.6. Historian, Anthropologist etc.

## 2. Selection Procedure

The Selection Process is a two-bid system

- 2.1. The marks for Technical evaluation are 100, 75 marks will be for Technical Bid and 25 marks will be for the presentation. (Refer section 3 clause 4 of this document for details.)
- 2.2. All bidders will be invited for the presentation.
- 2.3. Following the presentation, a final marking out of 100 will be done. Only those who obtain 65% marks in the overall marking, their Financial bids will be opened.
- 2.4. A consultant will be selected in accordance with the Quality and Cost Based Selection (QCBS). Weightage: Technical Bid 80% + Financial Bid 20%.
- 2.5. Financial score will be arrived at as follows: The firm quoting the lowest will be given 25 marks. The other firms will be allocated marks based on the formula "25PL/P", where P is the fee quoted by the firm while PL is the lowest fee quoted.

## 3. Submission Guidelines

Bidders/Consulting Firms are invited to submit Technical Bid, in A4 format in the order outlined below.

Section	Description
1	<p><b>Cover Letter</b></p> <p>Include firm name and address and list key members of the team, with a brief description of what makes your firm and team ideal for this project.</p> <p>Provide contact information for the submission, including name, telephone and facsimile numbers and e-mail address.</p>
2	<p><b>Firm Qualifications</b></p> <p>Provide qualifications for the firm, including background, expertise and approach. Describe capability and those aspects of the firm that make it especially suited to this project.</p> <p>Identify the location of the office, how long the firm has been practicing, the size of the firm including total professional and support staff by discipline, and any resources that are significant for this project.</p>

	<p>Provide tax return documents of the firm for the last 3 years, in India, TAN no. GST no. and company incorporation certificate.</p> <p>Provide annual Financial reports of the firm in India of the last 3 years.</p>
3	<p><b>Team Composition and Key Personnel</b></p> <p>Describe the potential team composition. Identify the name, qualifications, role and responsibilities for each key member of the Team and provide a concise outline of experience relevant to this project.</p> <p>Provide the professional qualifications and a brief description of the role and capability of each key team member in this section and place resumes in the appendices.</p>
4	<p><b>Project Portfolio</b></p> <p>Provide Examples of Work depicting a minimum of 3 and a maximum of 5 relevant completed projects, under the headings below. Images may be photographs and legible drawings and diagrams. Concise captions identifying the role and responsibilities of the respondent, and other salient characteristics or accomplishments may be included.</p> <p>For each project, identify the:</p> <ol style="list-style-type: none"> <li>1. Project Name,</li> <li>2. Start and Completion Date;</li> <li>3. Client,</li> <li>4. Location,</li> <li>6. Budget;</li> <li>8. Project Team,</li> <li>9. Relevance to this project,</li> </ol> <p>The firm should have undertaken at least three thematic / museum exhibitions. Identify the firm's role and why these projects are relevant.</p> <p>Architecture projects will not be considered.</p>
5	<p><b>Other Projects and Experience</b></p> <p>This section provides an opportunity to include other projects and / or additional experience. Identify why they are relevant to this project.</p>
6	<p><b>Project Understanding and Approach</b></p> <p>Describe your conceptual philosophy with respect to your approach and expectations for the Tribal Museum project. Identify the most important opportunities for this project and how you would explore them.</p> <p>It is expected that the bidders will present their ideas in terms of Visualizations, Drawings, and Parallel Images/Case Studies etc.</p>

3.1. TRI reserves the right to verify the performance of the bidder/firm and to call for any further information.





- 3.2. Bidders/firm may furnish any additional information separately as deemed necessary.
- 3.3. However, they are advised not to furnish superfluous information. No information shall be entertained after the due time unless called for by TRI.
- 3.4. Feel free to add design Proposals.
- 3.5. Any information furnished by firm found to be incorrect at any stage would render their being ineligible without prejudice to any other right or remedy available in law of land.

#### 4. Technical Evaluation

Sr. No.	Marking	Marks
1	Description of firms and qualifications	10
2	Team: Key personnel experience and sub-consultants, roles and responsibilities, team organization	10
3	Project experience: 3-5 projects, including at least 3 similar projects, completed within the last 10 years.	25
4	Project understanding and design approach	30
5	Presentation to TRI	25
	<b>Total</b>	<b>100</b>

#### 5. Payment Schedule

The Firm shall be paid professional fee/execution charges in following stages in consistency with the work done:

Sr. No.	Project Milestone	Time in Days	% of Payment
1	Retainer (On signing of Agreement)		25% of total fees
2	Submission of DPR	110 days	25% of total fees
3	Approval by TRI (with changes if requested)	120 days	50% of total fees

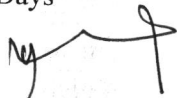
#### 6. Additions and Alterations

- 6.1. TRI shall have the right to request in writing changes, additions, modifications or deletions in the Proposal and the bidder shall comply with such request.
- 6.2. If TRI deviates substantially from the original scheme which involves for its proper execution extra services, expenses and extra labour on the part of the bidder for making changes and/or additions to the Proposal due to rendering major part of the whole of his work infructuous, the bidder may then be compensated for such extra services and expenses on quantum merit basis, mutually agreed, at percentage applicable under this Agreement unless such changes, alterations are due to bidder own commission/ omission and/or discrepancies. The decision of TRI shall be final on whether the deviations and additions are substantial as requiring any compensation to be paid to the bidder. However, form in or modifications or alterations, which do not affect the entire design or planning, no amount will be payable.

#### 7. Time Schedule

- 7.1. **Commencement of work:** The date of commencement of work will be considered as the 15<sup>th</sup> day after signing of the Agreement.

- 7.2. **Time period:** 120 Days





#### **8. Compensation for Delay (Liquidity Damage)**

The time allowed for carrying out the work above shall be strictly observed by the bidder and shall be deemed to be the essence of the Agreement on the part of the bidder. The work shall, throughout the stipulated period of the contract, be processed with all diligence and in the event of failure of the bidder to complete the work within the time schedule as specified above or subsequently notified to him, the bidder shall pay as compensation an amount equal to 2.5 percent on the total fee payable for a week that the work remains unfinished. After the week, an amount equal to 5 percent on the total fee payable for a 15 days and after 15 days subject to a maximum of 10% of the total fee payable.

#### **9. Termination**

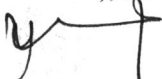
- 9.1. TRI shall examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the Proposals are in order.
- 9.2. Agreement between the bidder and TRI may be terminated by either one giving the other a written notice of not less than 30 days, should either fail substantially to perform his part of the responsibilities/duties, so long as the failure is not caused by the one initiating the termination.
- 9.3. When termination of this Agreement is not related or attributable, directly or indirectly, to any act, omission, neglect or default on the part of the bidder, the bidder shall be entitled to professional fees up to the then current stage of working.
- 9.4. In the event of bidder's firm closing its business or TRI having terminated the agreement, TRI shall have the right to employ another agency to complete the work.

#### **10. SEE ANNEXURE - C)**

- 10.1. If any dispute, difference or disagreement arises at any time between the parties in respect of the meaning or construction of this Agreement, or covering anything herein contained or arising out of this Agreement, or the validity of the enforcement thereof and which cannot be settled mutually, then such dispute, difference or disagreement shall, within 30 days (or such longer period as may be mutually agreed upon) from the date one party informs the other in writing that such dispute, difference or disagreement exists, be referred as per annexure C, annexed here with this document.
- 10.2. The bidder shall continue to perform his duties with diligence notwithstanding the fact that a dispute has been referred to any dispute or difference or disagreement has arisen.
- 10.3. The bidder shall not make any claim after 90 days of submission of his final bill. Any such claim of the bidder after 90 days will be deemed to have been time-barred and the TRI shall be discharged and released of all liabilities under the Agreement in respect of these claims.

#### **11. Correspondence and Communication**

Irrespective of any means of communication that may be employed (telephone, mobile phone, Short Message Services or E-mails), all official correspondence and confirmation copies must be



sent as hard copy entities at the respective 'Address for Correspondence' covered under Section 2 point no. 12.6.

## **12. Indemnity**

- 12.1. The bidder here by agrees that the fees to be paid as provided here in will be in full discharge of function to be performed by him and no claim whatsoever shall lie against TRI in respect of any proprietary rights or copyrights on the part of any other party relating to the concept, drawings, details, reports and models.
- 12.2. The bidder shall indemnify and keep indemnified TRI against any such claims and against all cost and expense paid by TRI in defending himself against such claims.

A handwritten signature in black ink, consisting of a stylized 'M' followed by a horizontal line and a small loop at the end.

**MANIKYA LAL VERMA TRIBAL RESEARCH AND TRAINING INSTITUTE, UDAIPUR,  
RAJASTHAN**

**Technical Bid Check list for Description of firms and qualifications**

S.No.	Type of Certificate & Other information's	Yes/No	Date of issue/validity
1	Whether bid document fee submitted with e-bid Provide details Banker Cheque/DD No..... dt.....		
2	Whether Bid security submitted with e-bid Provide details DD/Banker Cheque/Challan receipt no..... dt..... amount .....		
3	Annexure-B (Affidavit regarding acceptance of Bid terms & conditions on Rs. 50/- non judicial stamp paper.)		
4	Whether GST registration certificate is submitted with e-bid		
5	Whether sales tax/VAT/GST clearance certificate is submitted with e-bid		
6	If tax clearance certificate is not issued by the concerned govt. copy of the challan or tax return be submitted with e-bid		
7	The bidding Companies / Firms must be a registered entity and minimum 5 years old.		
8	The bidding Companies / Firms should have undertaken conceptualization of at least three thematic / museum exhibitions.		
9	The bidding Companies / Firms should have completed at least 5 projects of Tribal/Folk Museums in India.		
10	The bidding Companies / Firms must have a turnover of minimum of 75 Lac Rupees over the last 3 years. (Statement of turnover as per annexure 'E')		
11	PAN Card self attested copy		
12	Scanned copy of Bid form and bid document (self attested)		



**Annexure - A**  
**Compliance with the Code of Integrity and No Conflict of Interest**

Any person participating in a procurement process shall;

- a) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- b) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- c) Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- f) Not obstruct any investigation or audit of a procurement process;
- g) Disclose conflict of interest, if any, and
- h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

**Conflict of Interest: -**

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- 1) A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
  - a) Have controlling partners/shareholders in common; or
  - b) Receive or have received any direct or indirect subsidy from any of them; or
  - c) Have the same legal representative for purposes of the bid; or
  - d) Have a relationship with each other, directly or through common third parties, that put them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process;

or

- e) The Bidder participates in more than one bid in a bidding process. Participation by a Bidder in more than one bid will result in the disqualification of all bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid;

or

- f) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the bid; or
- g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Date:

Signature of bidder



**Annexure - B**  
**Declaration by the Bidder regarding qualifications**  
**Declaration by the Bidder**  
**(Typed on Non Judicial Stamp of Rs. 50/- and duly attested by Notary Public)**

In relation to my/our Bid submitted to .....for procurement of .....in response to their Notice Inviting Bids No..... dated .....I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition.

Date:

Place:



Signature of bidder:

Name:

Designation:

Address:

**Annexure - C**  
**Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is: **Addl. Commissioner, TAD, Udaipur**

The designation and address of the Second Appellate Authority is: **Commissioner, TAD, Udaipur**

**1. Filing an appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in the procurement proceedings:

Provided further that in case a Procuring Entity evaluates the technical bids before the opening of the financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

2. The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

3. If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in para (2) or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

**4. Appeal not to lie in certain cases**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely: -

- a. Determination of need of procurement;
- b. Provisions limiting participation of Bidders in the Bid process;
- c. The decision of whether or not to enter into negotiations;
- d. Cancellation of a procurement process;
- e. Applicability of the provisions of confidentiality.



**5. Form of Appeal**

- a. An appeal under Para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal;
- b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

**6. Fee for filing appeal**

- i) Fee for the first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- ii) The fee shall be paid in the form of bank demand draft or bankers' cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

**7. Procedure for disposal of appeal**

- a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall –
  - i) Hear all the parties to appeal present before him; and
  - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- d. The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Date:



Signature of bidder

## **Annexure - D**

### **Additional Conditions of Contract**

#### **1. Correction of arithmetical errors**

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- (i) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (ii) If there is an error in a total corresponding to the addition or subtraction of sub totals, the subtotals shall prevail and the total shall be corrected; and
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

#### **2. Procuring Entity's Right to Vary Quantities**

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit price or other terms and conditions of the bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity in the Bidding Document due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- (iii) In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, Procuring Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

#### **3. Dividing quantities among more than one bidder at the time of award (In case of procurement of goods)**

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted.

Date:

Signature of bidder:





**Annexure- E**  
**Annual Turnover Statement**

The Average annual turnover of M/s. ....  
.....for the  
past three years are given below and certified that the statement is true and correct.

	Financial Year	Sr. No. Turnover in Rs.
1.	2015-16	_____
2.	2016-17	_____
3.	2017-18	_____
Total -		Rs._____ Lakh
Three Year Annual Average turnovers per annum -		Rs._____ Lakh

Date:  
**Auditor/Seal**  
Place:

**Signature of**  
  
**Chartered Accountant**  
(Name & Address)  
Membership No. :  
Tel. No. :  
Mob. No.:



**OFFICE OF THE DIRECTOR, MANIKYA LAL VERMA TRIBAL RESEARCH & TRAINING  
INSTITUTE, UDAIPUR (RAJASTHAN)**

**PRICE SCHEDULE (Annexure-1)**

Name of work: 'Preparation of **DETAILED PROJECT REPORT** for Conceptualisation of Tribal Museum, Manikya Lal Verma Tribal Research and Training Institute, Udaipur, Rajasthan'

I/We hereby tender for 'Preparation of **DETAILED PROJECT REPORT** for Conceptualisation of Tribal Museum, Manikya Lal Verma Tribal Research and Training Institute, Udaipur, Rajasthan' as described in the under mentioned memorandum according to the specification within the time specified and at the rates specified therein subject to the condition of the contract: -

Firm/Company Name: - \_\_\_\_\_ Registration No.: - \_\_\_\_\_

Address: - \_\_\_\_\_

Earnest Money: - \_\_\_\_\_ Vide DD No.: - \_\_\_\_\_

Memorandum: -

Sr. No.	Particulars	Amount	Remarks
1	Preparation of Detailed Project Report		
	Total		
	GST		
	Grand Total		

**Total in Words:** - \_\_\_\_\_

Authorized Signatory: -

Seal of Firm:

Name of Witness: - \_\_\_\_\_

Address: - \_\_\_\_\_

Signature of Witness: -

I hereby accept the above Tender on the behalf of the Government of Rajasthan.



DIRECTOR