

NATIONAL SCIENCE CENTRE
A Unit of NATIONAL COUNCIL OF SCIENCE MUSEUMS
(MINISTRY OF CULTURE, GOVT OF INDIA)
Near Gate No. 4, Pragati Maidan,
Bhairon Marg, New Delhi- 110 001

Request For Proposal Document

FOR

Event Management of

‘India Art Architecture & Design Biennale-2023’

To be organized from 8-15 December, 2023 at Red Fort, Delhi



Ministry of Culture
Government of India

Disclaimer & Disclosures:

This document is intended to give background information on the captioned project to the interested agencies. While NSCD/NCSM has taken due care in preparation of the information contained herein and believe it to be accurate, neither NSCD/NCSM nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested agencies/contractors are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by NSCD/NCSM in submitting the e-Tender. The information is provided on the basis that it is non-binding on NSCD/NCSM or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

NSCD/NCSM reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party submitting the Tenders.

No contractual obligation on behalf of NSCD/NCSM, whatsoever, shall arise from this Tender unless & until a formal contract is signed and executed by duly authorized officers of NSCD/NCSM and the bidder in due course after invitation of tenders.

NSCD/NCSM may modify any / all of the terms of this Tender process giving due notification through the NSCD/NCSM's website (ncsm.gov.in/nscd.gov.in).

NSCD/NCSM will not be liable for any costs incurred by the Bidders in the preparation of the Tender & its presentation. The preparation of Bidder's proposal will be made without obligation by NSCD/NCSM 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 the Bidder's proposal is accepted or rejected.

All information included by the bidders in their proposals will be treated in strict confidence.

This document is the property of National Council of Science Museums (NCSM). It may not be copied, distributed or recorded on any medium, electronic or otherwise, without NSCD/NCSM's written permission thereof, except for the purpose of responding to NSCD/NCSM for the said purpose. The use of the contents of this document, even by the authorized personnel / agencies for any purpose other than the purpose specified herein, is strictly prohibited and shall amount to copyright violation and thus, shall be punishable under the Indian Law.

INSTRUCTIONS TO THE TENDERERS/BIDDERS FOR E-SUBMISSION OF BIDS ONLINE THROUGH E-PROCUREMENT SITE <https://eprocure.gov.in/eprocure/app>

This tender document has been published on the Central Public Procurement (CPP) Portal (URL: <https://eprocure.gov.in/eprocure/app>). The tenderers/bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the tenderers/bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

REGISTRATION

- 1) Tenderers/bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Click here to Enroll**” on the CPP Portal. Enrolment is free of Charge.

As part of the enrolment process, the tenderers/bidders will be required to choose a unique username and assign a password for their accounts.

Tenderers/bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

Upon enrolment, the tenderers/bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

Only one valid DSC should be registered by a tenderer/bidders. Please note that the tenderers/bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

Bidder then logs in to the site through the secured log-in by entering their user ID & password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- (a) There are various search options built in the CPP Portal, to facilitate tenderers/bidders to search active tenders by several parameters. These parameters could include organization name, location, date, value, etc. There is also an option of ‘**Advanced Search**’ for tenders, wherein the tenderers/bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- (b) Once the tenderers/bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective “My Tenders” folder. This would enable the CPP Portal to intimate the tenderers/bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- (c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- (a) Tenderer/bidder should take into account any corrigendum published on the tender document before submitting their bids. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and contents of each of the documents that need to be submitted.
- (b) 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 / DWF formats as mentioned. **Bid documents may be scanned with 100 dpi with black and white option.**
- (c) To avoid the time and efforts required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the tenderers/bidders. Tenderers/bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting the bid just by tagging and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Tenderer/bidder should log into the site well in advance for bid submission so that he/she uploads the Bid in time i.e. on or before the bid submission time as per the system. Bidder will be responsible for any delay due to other issues.
- 2) Tenderer/bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the tenderers/bidders. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 4) The tenderer should furnish EMD in requisite format as indicated clause 3 of T&C of the NIT.
- 5) Tenderers/bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price bid has been given as a standard **Rate Quote Sheet (Percentage BoQ Template)** in .xls format with the tender document, which is to be downloaded and to be filled by all the tenderers/bidders. Tenderers/bidders are required to download the **Rate Quote Sheet (Percentage BoQ Template)** file, open it and complete the **blue colored (unprotected)** cells with their respective financial quotes and other details (such as name of the Tenderer/bidder). No other cells should be changed. Once the details have been completed, the tenderer/bidder should save it and submit it online, without changing the filename. If the **Rate Quote Sheet (Percentage BoQ Template)** file is found to be modified by the tenderer/bidder, the bid will be rejected. In e-Tendering, intending tenderer/bidder can quote their rate in figures only. The total amount is generated automatically. Therefore, the rate quoted by the tenderer/bidder in figures shall be taken as correct. The Comparative Statement is also generated automatically by the system. The Comparative Statement and rate quoted by each tenderer/bidder shall be downloaded. **The manual calculation check of tenders/bids and Comparative Statement, shall be final. In case, any discrepancy is noticed, the decision of appropriate NSCD/NCSM authority shall be final and binding.**

- 6) The server time (which is displayed on the tender's/bidder's dashboard) will be considered as the standard time for referring the deadlines for submission of the bids by the tenderers/bidders, opening of bids etc. The tenderers/bidders should follow this time during bid submission. The tenderers/bidders are requested to submit the tenders/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).
- 7) All the documents being submitted by the tenderers/bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized tender/bid openers.
- 9) Upon the successful and timely submission of tenders/bids, the portal will give a successful tender/bid submission message & a tender/bid summary will be displayed with the NIT/tender/bid no. or Name of Work and the date & time of submission of the tender/bid with all other relevant details.
- 10) The tender/bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any tender/bid opening meetings.

ASSISTANCE TO TENDERERS/BIDDERS

- (a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the **Tender Inviting Authority (TIA)**, _____ **give address of NSCD/NCSM** _____, **Ph.** _____
Fax- _____ **Website:** _____ **Email:** _____
- (b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed call to the 24x7 CPP Portal Helpdesk Ph. **1800-3070-2232**.

NATIONAL SCIENCE CENTRE
(National Council of Science Museums)
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Notice Inviting E-Tender-NSCD-18011/E-Tender-43/2023-24

On-line digitally signed 'Request for Proposal' (RFP) are invited for **Event Management of India Art, Architecture & Design Biennale-2023** in at Red Fort, Delhi in two Bid System of QCBS (Quality and Cost Based Selection), from competent event management agencies /consortiums having experience in event management of national / international level events. Reputed agencies who satisfy the eligibility criteria enumerated in the Tender Documents as per clause No.1 of Terms and Conditions may download the RFP document from the Central Public Procurement Portal (CPPP): <http://eprocure.gov.in/eprocure/app> or from the NSCD/NCSM's website <https://nscd.gov.in/> and submit their bid online on CPP portal as per the following schedule: -

Bid Document Published Date	07/11/2023
Bid Document Download Start Date	07/11/2023
Bid Clarification Start Date	07/11/2023
Bid Clarification End Date	15/11/2023
Bid Submission Start Date	08/11/2023
Bid Submission End Date & Time	16/11/2023 3:00 PM
Earnest Money Deposit (EMD)	Rs. 17.50 Lakh (Rupees Seventeen Lakhs Fifty Thousand only)
Technical (Techno-Commercial) Bid Opening Date	17/11/2023 at 3.15 PM
Technical Presentation to be made at <u>National Science Centre, Delhi</u>	18/11/2023 at 11:30 AM

Tender document can be downloaded from Central Public Procurement Portal (CPPP) website "<http://eprocure.gov.in>"

Submission of the Bid: This Tender is an e-Tender; **bids are to be submitted through CPP Portal (<http://eprocure.gov.in>) only.** Bids submitted in physical forms will be summarily rejected.

Details of Tender fee, EMD, submission of tender, etc. are indicated in the tender document.

The online bid both Technical (Techno-Commercial) Bid and Financial bid duly furnished in Cover – I and Cover-II respectively should be uploaded by the due date and time as per the above schedule. The responsibility to ensure the same and timely uploading lies with the bidders.

NSCD/NCSM reserves the right to amend / withdraw any of the terms and conditions in the Tender Documents or to reject any or all Tenders without giving any notice or assigning any reason. NSCD/NCSM also reserves the right to accept or reject any or all tenders in full or part without assigning any reason whatsoever. NSCD/NCSM shall also not be bound to accept merely the lowest tender but the technical suitability, capability and superiority of the design shall be of prime consideration for selection.

Brief Information about the project

National Council of Science Museums is the implementing agency for organizing “India Art Architecture & Design Biennale-2023 for the Ministry of Culture, Government of India.

As a part of the second phase of the Azadi ka Amrit Mahotsav, the Ministry of Culture is hosting the **India Art Architecture & Design Biennale-2023**, to be held on the 9-15 December, 2023 at Red Fort, Delhi.

The India Art Architecture Biennale promises to stand as a beacon in India’s vibrant festival tapestry aiming to showcase the nation’s architectural and artistic brilliance on the global stage. This Biennale mirrors the grandeurs of International counterparts and promises not just inspiration but also pure enchantment. The Biennale will initiate dialogues, innovation & collaboration by bringing together grassroots artisans and contemporary designers thereby furthering the creative economy. This 7-day event will explore various themes through exhibitions and panel discussions, with each day centered on a specific theme, curated by experts in the field. The themes encompass topics such as doors and gateways, enchanting gardens, awe-inspiring stepwells, majestic temple architecture, modern wonders of independent India, the contemporary face of indigenous design, and the role of women in architecture. Children’s activity zones, podcasts, digital library displays, interactive touch kiosks, stakeholder participation and many other events. The event will be attended by artists, dignitaries and professionals from different countries and the Event Management Agency will be responsible for planning and managing all the events from start to finish and handover the vacant venue back to ASI in proper condition.

Appendix to NIT

1. SUMMARY CONDITIONS OF CONTRACT

Defect Liability Period	3 months Post event.
Time for installation	7 days prior to the event
Event dates	8/12/2023 to 15/12/2023 (there will be a special viewing for VIPs on 8/12/2023)
Dismantling and vacation of space	2 days.
Payment	<ol style="list-style-type: none"> 1. Up to a maximum of 40% of the tendered amount at the discretion of the competent authority may be released as mobilization advance to the agency on submission of Bank Guarantee for equal value in favour of National Science Centre, Delhi with a validity of 6 months from the date of opening of the financial bids of the tender. 2. Amount in excess of secured advance released up to 90% is released on successful completion of the event within 30 days of submission of bills duly certified by MoC and/or NSCD/NCSM. 3. Balance 10% after expiry of defect liability period.
Earnest Money to be deposited with the e-tender	Rs. 17.50 lakh. (Rupees Seventeen Lakhs Fifty Thousand only) Refer Clause No.- 3 Terms and Conditions of NIT.
Liquidated damages for non-completion of work in time or unsatisfactory work done	Deduction of up to a maximum of 10% of contract value at the discretion of NSCD/NCSM.

2. Period of submitting final bill : Within 15 days from the date of virtual completion of event with measurement of items duly completed and countersigned by the authorized representative of NSCD/NCSM.

3. **BANK DETAILS OF NATIONAL COUNCIL OF SCIENCE MUSEUMS FOR SUBMISSION OF EMD / PERFORMANCE GUARANTEE**

Name of the Account Holder	NATIONAL SCIENCE CENTRE, DELHI
Account No.	2417101004100
Bank Name	CANARA BANK
Bank Address	6, Bhagwan Das Road, New Delhi
IFSC Code	CNRB0002417
MICR Code	110015045
Type of Account	Saving Account
Branch Code	2417
GST No.	07AAAAN2541C1Z5

NOTICE INVITING E-TENDER

TERMS AND CONDITIONS FOR EVENT MANAGEMENT OF INDIA ART ARCHITECTURE & DESIGN BIENNALE-2023” TO BE ORGANISED AT ITPO, NEW DELHI.

NSCD/18011/E-Tender/43/2023-24

Online E-Tenders are hereby invited on behalf of National Council of Science Museums(NSCD/NCSM) from reputed event management agencies having proven experience in organizing events of national and / or international level for organizing “India Art Architecture & Design Biennale-2023” in Barracks A1,A2 and B4 of Red Fort, New Delhi.

1. The E-Tenderer should fulfill the following eligibility criteria:-

The bidder should be an event management company / organization Firm/agency /Joint Venture /consortium having experience in event management of programs/events at national and/or international level for central government/ state government/ PSUs, Corporate bodies etc. The bidder should have past experience, technical and financial capabilities on the lines mentioned below.

- a) Accomplished and completed such/similar project of repute successfully as under during the last 5 financial years ending March 2023:
1. Minimum one project of Rs.5.60 Cr or
 2. Two projects of Rs. 4.20 Cr. or
 3. Three projects of Rs. 2.80 Crore.

Provide details in Annexure-1.

Notes:

I. Here similar work shall mean the work that involves management of art related event, events of national / international importance which includes handling of high profile personalities, logistic arrangements, management of activities at multiple sites, fabrication and installation of exhibition related components that are related to art, art installations, projections, digital interactives including content and software creation etc. Experience of executing projects in short durations (less than 2 weeks) would be preferred

II. In the case of Consortium/JV participating in this tender, the works of any of the individual members of the Consortium/JV done independently will be considered as valid work experience.

III. If any bidder has executed the similar work as a part of a consortium/JV in the past then the work experience of the bidder shall be considered as valid only if all the consortium/JV partners are participating together in the present tender also.

IV. Documents Required: The bidder should submit a copy/copies of the work order(s) issued in the name of the agency as well as copies of work completion certificate of the same work, clearly indicating the value of the work of similar nature. If the work order contains several works, only the value of the works of a similar nature shall be considered for work experience. If the value of the works of similar nature is not specifically mentioned in the cost breakup, the work experience against that work order will not be considered as valid. Without supporting completion certificate, the works will not be considered as valid.

- b) **Technical Expertise:** The bidder should have a panel of expert(s) and qualified team on their rolls or in collaboration in related fields, as under:
Project team with at least three members, with expertise in Concept planning and Visual Designing, Hospitality and Event management, handling AV projects, Project Management etc. The details of these experts to be submitted along with their profile/achievements. In case the professionals are not on regular roles, a letter of comfort to be provided from their collaborators/partners with their credentials. (**Annexure – 2**)
- c) The agency/lead partner should have experience in the field of event management for the last 5 years. Necessary documentary proof to be submitted. (**Annexure – 2**)
- d) Infrastructure:
- i) The bidder should have a permanent set up and a well-equipped local office in the city of Delhi. Details of the same to be provided.
- ii) The bidder should ideally have sufficient exhibition materials including German hanger and other kind of tentage and pagodas etc. and other such material that may be required for creating the required facilities and successful event management. The detail of such physical infra available in house with the bidder should also be provided.
- iii) The bidder should have their own large printing facility or have tie up with multiple printing agencies (more than 2) for executing large scale digital printing on various media in ultra-short duration and installation in Delhi. Details to be submitted in **Annexure – 2A.**
- iv) Agency should have their own fabrication team for executing fabrication works under this tender. In absence of their own facility, the agency should have tie-up with more fabricating agencies (more than 2) to meet the requirements in urgency basis for installation in Delhi. Details of fabrication infrastructure (of in-house /on-boarded agency) to be submitted in **Annexure – 2A.**
- e) Financial soundness - The applicant should have:
1. PAN & GST registration (proof to be submitted)
 2. Should have an average financial turnover of at least Rs. 5.00 Crore in the last 5 financial years (in case of consortium/JV, turnover of Lead Partner will be considered) (**Annexure-3**)
- f) Intending agency should be an independent legal entity, registered under the applicable Act for running business of similar nature. Bidder's information to be given in **Annexure – 4.**
- g) The firm/ agency should never have been blacklisted by any of the central/ state Govt. organization and no criminal case should be pending against the firm/ agency. An **affidavit is required to be submitted to this effect.** If the information provided is found to be false at a later date, necessary penal action shall be taken at the risk and cost of the agency.
2. The place of work shall be Barracks A1, A2 and B4, connecting pathways, and nearby lawns and gardens in Red Fort, New Delhi.

3. Earnest Money Deposit for the tender is Rs. 17.50 lakh (Rupees Seventeen Lakhs Fifty Thousand only). The EMD should be deposited in the form of Demand Draft or Pay Order or Banker's Cheque of any Nationalized /Scheduled Bank or Bank Guarantee (valid for 6 months from the last date of submission of tender) drawn in favour of National Science Centre payable at Delhi. Alternatively the EMD may also be paid through RTGS/NEFT to the bank account of National Science Centre Delhi before the last date of submission of tenders. In case of payment of EMD through physical instrument, the physical instrument should be physically submitted at the office of National Science Centre Delhi on any working day between 10.00 AM and 5.00 PM before and up to the last date of submission of the filled-in tender documents and attach a copy of the receipt/physical instrument submitted as proof of submission in the technical documents in Part – 1. In case of online transfer, the transfer should be affected by or before the last date of submission and the proof of submission of the same should be uploaded in pdf format in the technical bid in Part-1. Agencies eligible for EMD exemption should submit Bid Securing Declaration Form (attached)

4. **Detailed Scope of Work**

Attached in **Annexure –5** of this RFP.

5. Before submitting the E-Tender, the E-Tenderer must assess the mandatory commitment, quantum and nature of work involved in rendering the required services and deliverables for the project.

6. **Evaluation Methodology:**

The e-Tenders are invited under **two electronic envelopes systems**. The first electronic envelope will be named as Technical Envelope & will contain documents of tenderer's/bidder's fulfilling the eligibility conditions, scanned copies of documents towards experience details, declarations, signed & stamped E-NIT, etc. and the second electronic envelope will be named as Financial Envelope containing Rate Quote Sheet. The bidder shall submit **TECHNICAL BID ENVELOPE** and **FINANCIAL BID ENVELOPE** simultaneously. The technical bids will be evaluated first and thereafter, financial bids of only the eligible tenderers/bidders shall be opened. These envelopes shall contain one set of the following documents:

TECHNICAL BID ENVELOPE shall contain the following documents:

- i. Scanned copy of Incorporation/ Firm's Registration certificate with appropriate authority in .pdf format. In case of JV/Consortium, a copy of the deed to be uploaded.
- ii. Proof of submission of EMD as per details given in Clause 3 of Terms and Conditions of this NIT. (or Bid Securing Declaration Form)
- ii. Digitally signed e-Tender document (along with addenda/ corrigendum, if any issued to the technical bid document) should be submitted in .pdf format as a token of acceptance of terms and conditions.
- iii. Scanned copies of **Work Order/Letter of Intent** issued by Govt./Semi-Govt./Autonomous/PSUs/Municipal Bodies/Corporate Bodies and/or Corporate firms along with Work Completion Certificate/CONTRACT EXECUTION CERTIFICATE of that work. These works executed should be similar works of repute as per the clause 1(a) of Terms and Conditions in PDF format.
- iv. Documents in respect of technical expertise and Infrastructure of the firm as per the clause 1 (b), (c) & (d) of Terms and Conditions in PDF format along with supporting documents. (Ref. **Annexure -2 and Annexure – 2A**)
- v. Details of Annual Turnover as per clause 1 (e) of Terms and Conditions in PDF format supported with scanned copy of returns. (Ref. **Annexure -3**)

- iv. Detailed information in respect of the bidder is to be provided in pdf format as given in **Annexure – 4**.
- v. Scanned copy of **Declarations** and **Undertaking** (as per **Annexure – 6**) duly signed with and affixing Tenderer's/Bidder's seal in PDF format. Otherwise, the NSCD/NCSM shall reject the bid.
- vi. **Scanned copies of** Registration certificate (if applicable), PAN Card, GSTIN Certificate, EPF registration certificate, ESI registration certificate, Professional Tax Registration certificate (*wherever applicable*),
- vii. Scanned copy of Affidavit with respect to clause 1 (g) of Terms and Conditions in PDF format.
- viii. Duly filled in and signed Checklist as per **Annexure – 7**

FINANCIAL BID ENVELOPE shall contain the Rate Quote Sheet in .XLS format and to be submitted online (Ref. document of BOQ is available at **Annexure – 8**).

EVALUATION OF THE BIDS: Quality & Cost Based Selection (QCBS) methodology will be used to evaluate. The submitted bids will be evaluated in two stages i.e. Stage 1 – General cum Technical Bid Evaluation and Stage 2 – Financial Bid Evaluation.

Stage-1: General cum Technical Bid Evaluation

The submitted bids will be evaluated first for the conformity with the eligibility criteria. The evaluation will involve validating the credentials submitted in the format as prescribed. **Credentials without valid proof will be invalid and will not be considered for eligibility.** The Council reserves the right to accept or reject proof of credentials at its sole discretion without having to give reasons to the Bidders thereof. In case of any agency failing to comply with the eligibility criteria, the agency will not be considered for technical presentation and further evaluation.

Only those who qualify the basic eligibility criteria will be allowed for the technical presentation and intimated about the venue, date, time and duration for making a presentation about their concept and execution plans & designs along with rendered views/walkthrough/3D models etc. of their plans for the event management and of India Art Architecture & Design Biennale-2023, proposed implementation methodology, project management methodology and on- site construction, execution methodology proposed by them. The presentations are to be made before the Technical Evaluation Committee (TEC) which will evaluate the proposals and award marking as per the format and weightage given in **Annexure-9**.

The minimum qualifying score will be 70% of total marks as above. Only those Bidders who fulfill eligibility criteria and guidelines of functional & technical requirements and score 70% or above in technical bid evaluation will be short listed for financial bid opening.

Stage-2: Evaluation of Financial Bid

Bidders are required to mention clearly the details of the taxes and duties applicable on the basic cost quoted in the financial bid.

The Financial Bids of the technically qualified bidders will be opened online through CPP Portal. The bidder with the overall lowest financial bid (L1) will be awarded a 100% score.

Financial Scores for other than L1 bidders will be evaluated using the following formula:
 Financial Score of a Bidder = {(Financial Bid of L1/Financial Bid of the Bidder) x 100} %
 (Adjusted to two decimal places)

- Note: 1. Financial bids indicating total price for all the components specified in this bid document will only be considered.
2. Errors & Rectification: Arithmetical errors will be rectified on the following basis: “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. If there is a discrepancy between words and figures, the amount in words will prevail”.

Combined Evaluation of Technical & Financial Bids

The technical and financial scores secured by each bidder will be added using a weightage of 70% and 30% respectively to compute a Composite Bid Score.

The bidder securing the highest Composite Bid Score will be declared as the Best Value Bidder for the award of consultancy work.

In the event the bid composite bid scores are “tied”, the bidder securing the highest technical score will be declared as the Best Value Bidder for the award of the Project.

7. Successful E-Tenderer shall be required to enter into an agreement with the NSCD/NCSM, governing the terms and conditions of the tender on non-judicial stamp paper as per the pro-forma enclosed.
8. The term ‘NSCD/NCSM’ wherever mentioned in the N.I.T. shall mean the authorities of the Ministry of Culture, Govt. of India.
9. The agency shall ensure that all statutory wages and allied benefits like P.F., Bonus, ESIC etc., as are prescribed by the Government from time to time, are paid to their staff deployed for the purpose of this contract. They shall remain liable to the authorities concerned for compliance of the respective existing rules and regulations of the Govt. for this purpose and shall also remain liable for any contravention thereof. The agency shall have to abide by the Minimum Wage Legislations and must pay Minimum Wages, as per law, to their staff/personnel deployed at any time by them for the purpose of this contract.
10. The successful bidder/ agency, who will be issued, LOI, shall submit the following documents within 3 (three) days from the date of award of letter of intent:
 - i. Duplicate copy of the LOI/award letter duly signed and sealed by the tenderer as a token of acceptance of LOI/award letter.
 - ii. Original copy of Agreement governing the terms and conditions of the Contract on non-judicial stamp paper of appropriate value.
11. **Time of Completion:** All the components of India Art Architecture & Design Biennale-2023 (viz. German hanger, tents, branding, signage at venue etc.) at Red Fort venue shall be complete in all respects **by 5/12/2023** without fail. The Inside works for German Hanger like setting up of stage, AV systems etc. shall be completed in all respects by noon 7/12/2023 for testing of facilities. The Pagodas set up to be complete latest by 6/12/2023 and be available for occupancy by 7/12/2023. The agency will have to work in close coordination with Ministry of Culture, NCSM and NGMA and its identified artists for art installations for Main Biennale and with Lalit Kala Academy and Council of Architects for the Student Biennale.

12. The agency shall be responsible for (a) engaging required skilled manpower and helpers for executing the works (b) all tools and tackles, (c) all exhibition materials, publicity materials, raw materials for decoration and stationary etc. (d) providing necessary arrangements such as food, transportation to and fro to the work site from their place of residence/ stay for the delegates by appropriate means, (e) health insurance of members etc. (f) coordinating and getting advice/ instructions from the Ministry of Culture (MoC)/ NSCD/NCSM, (g) arranging and organizing for inspection of work as and when desired, (h) all expenses towards engaging consultants, experts etc. for the purpose of this work, (i) workstations (onsite and off-site), (j) booking of travel tickets, hotel accommodations and local transport arrangement for delegates (amount of air/ train tickets and hotel bills shall be reimbursed as per actuals) and (k) such other incidental and associated expenses for successful management of the entire event including days before and after.
13. The Tenderer/ Bidder shall declare in writing that none of their Partners, Proprietors or Directors are in any way related to any officer of National Council of Science Museums including the units under its control.
14. In case of any dispute arising out of this contract between the NSCD/NCSM and the agency, the matter shall be referred to the sole arbitration of a person to be appointed by the competent authority of NSCD/NCSM on receipt of an official request with details of the dispute, from either the NSCD/NCSM or the agency. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the contract. The submission shall be deemed to be submission to arbitration under the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and of the rules made thereunder for the time being in force.

15. RATES

The rates quoted by the Successful e-tenderer shall be paid at net rates. They should include in their rates allowance for increase or decrease in the prices due to market fluctuation. They shall not be entitled to any separate amount (Except GST) on account of taxes like, Income tax, labour cess etc., which are in force or will be enforced or enhanced by Government or local bodies during contract period or after e-tendering. Accepted e-tender rates shall not be changed due to changes in wages of labour either.

16. PAYMENT

Up to a maximum of 40% of the tendered amount at the discretion of the competent authority may be released as mobilization advance to the agency on submission of Bank Guarantee for equal value in favour of National Science Centre, Delhi with a validity of 6 months from the date of opening of the financial bids of the tender.

90% of the payment (including the mobilization advance, if any given) shall be released within 30 days to the agency from the date of submission of their bill duly certified by the MoC for satisfactory completion supported with joint measurement bill of the actual quantity of work executed duly signed by the authorized representative of the agency and the representative of NSCD/NCSM/MoC.

The balance 10% payment shall be released after 3 months from the date of concluding the event subject to satisfactorily handling of post event matters in the website created for this purpose duly endorsed by the MoC and handing over all data in portable media to NSCD/NCSM.

17. QUANTITIES

All the quantities given in the schedule of quantities are provisional. The e-tenderers shall be deemed to have given Balanced Rates for each item, irrespective of the quantities given. Also, irrespective of variation in quantities to any extent, the e-tenderer shall be paid at accepted contract rates only. Museum/NSCD/NCSM reserves the right to increase or decrease quantities to any extent. In case of necessity arising due to onsite conditions/ unavoidable circumstances for executing any item of work which not mentioned in the BoQ, the same shall be brought to the notice of NSCD/NCSM in writing within 24 hours seeking approval of item of work and the rates. Based on this, rate analysis shall be made by the NSCD/NCSM and communicated to the agency for their acceptability before execution. In case any work is executed without the approval of the competent authority of NSCD/NCSM, the decision of the rate applicable for such work as finalized by the authorities of NSCD/NCSM shall be final and binding on the agency.

18. DEFECT LIABILITY PERIOD

The Default liability period is for 3 months. During this period, the agency shall maintain the website created for the purpose of the India Art Architecture & Design Biennale-2023 and manage the content and website as per the requirement of NSCD/NCSM/MoC in posting the content and reaching out to the participants in the conference for post event follow-up and other related activities.

19. Court Jurisdiction All disputes arising out of the tender and this contract shall be subjected to exclusive jurisdiction of the Courts at Delhi and the writ jurisdiction of Hon'ble High Court (the state where the NSCD/NCSM is situated).

20. FORCE MAJEURE In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire, pandemic, epidemic, quarantine restriction, natural calamities directly affecting the performance of the Contract, Flood and Acts and Regulations. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other party within 72 hours of the ending of the cause respectively. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts. If deliveries/services are suspended by Force Majeure conditions lasting for more than 2 (two) months, NSCD/NCSM shall have the option of canceling this contract in whole or part at their discretion without any liability at their part.

**FORMAT FOR ARTICLES OF AGREEMENT
INSTRUCTIONS (not to be typed in Agreement)**

(Articles of Agreement have to be typed on non-judicial stamp paper. The value of the stamp paper varies from state to state and is to be known from the particular place. The stamp paper will be purchased by the successful e-tenderer and the agreement may be typed by the NSCD/NCSM according to the format.)

ARTICLES OF AGREEMENT made at

.....
(Place)

this..... day of

(Date) (Month & Year)

between the

.....
(Name of the parent Museum/NSCD/NCSM)
(under the National Science Centre, Delhi, a Society registered under the Societies Registration Act of _____), hereinafter referred to as the NSCD/NCSM which expression shall include its successors and assigns on the one part

.....
...
(name of the successful e-tenderer)
Doing business in the name and style of

.....
(Name and complete address of the successful e-tenderer)
hereinafter referred to as the successful e-tenderer which expression shall include his/their respective heirs, executors, administrators and assigns on the other part.

WHEREAS the NSCD/NCSM is desirous of getting the work of

..... therein done and has caused
(Name of the work)
Notice Inviting E-tender (Including appendix), drawings, schedule of quantities and specifications describing the work and conditions of contract appended to this tender/RFP

AND WHEREAS the said NIT (including appendix) drawings as per list attached, specifications and the priced schedule of quantities and conditions of contract have been signed by or on behalf of the parties hereto.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN

THE PARTIES HERETO AS FOLLOWS:

2. In consideration of the payments to be made to him as hereinafter provided the successful e-tenderer shall upon and subject to the conditions herein contained execute and complete the work within months from the date of issue of Award of Contract (as defined under NIT clauses 4.9 and 5 (v)) and as per the said drawings and such further detailed drawings as may be furnished to him from time to time and described in the said specifications and the said priced schedule of quantities along with the progress of the work.

2. The NSCD/NCSM shall pay to the successful e-tenderer such sum as shall become payable hereunder at the time and in the manner specified in the said conditions.

2. Time is the essence of this agreement and the successful e-tenderer shall proceed with the work, throughout the stipulated period of this contract with due diligence.

2. This agreement comprises the work above and all subsidiary works connected therewith, even though such works may not be shown on the drawings, or described in the said specifications or the priced Schedule of Quantities.

2. All disputes and differences of any kind whatever except as excluded under Clause 2 of General Conditions of contract appended herewith, arising out of or in connection with the contract on the carrying out of works (Whether during the progress of the work or after their completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to arbitration as per Clause 44 of the said conditions of contract. In case of any legal dispute, other than the arbitration, the court of jurisdiction shall be at the place written in the first line of this agreement.

The provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and of the rules made there under for the time being in force shall apply to arbitration proceedings under this clause.

6. The following documents will be part of this agreement for all purposes in connection with the execution of this contract:

- i. e-tender document along with all annexures etc. (NIT)
- ii. Schedule of the quantities
- iii. Copies of correspondences exchanged / to be exchanged in future between the Museum/NSCD/NCSM/ and the successful e-tenderer.

In witness whereof the parties have set their respective hands the day and the year and the place hereinabove written.

Signed for and on behalf of the NSCD/NCSM

.....

(Administrative Officer)

In the presence of

2.

Seal (Finance & Accounts Officer)

2.

(Project Coordinator/Engineer)

Signed by the said Successful e-tenderer

In the presence of

(2)

Seal

(2)