



INDIAN INSTITUTE OF GEOMAGNETISM
(An Autonomous Research Institute under the Department of
Science and Technology, Govt. of India)
Plot No.5, Sector 18, Near Kalamboli Highway, New Panvel,
Navi Mumbai-410218

FACE SHEET TO ACCOMPANY THE TENDER DOCUMENTS

A.

1. Name and full address of the Firm to Whom the Tender Documents are issued:
2. Date of issue of Tender Documents:

Registrar

B.

- | | |
|---|---|
| RFP And RFQ (Request for proposal and request for quotation) for providing consultancy services for the work of structural restoration of Variometer and Absolute tower buildings at Magnetic Observatory, Alibag. | |
| 1. Name of work: | |
| 2. Cost of each set of Tender Documents: | Nil |
| 3. Consultancy Fees | Not exceeding 3.0 lakhs |
| 4. Date of Issue of Tender Documents: | <i>From: 26.06.2023
To: 02.07.2023</i> |
| 5. Last Date of receipt of tender and time: | <i>02.07.2023 at 24:00 Hrs</i> |
| 6. Date of opening of tender and time: | <i>On 03.07.2023 at 11:30 Hrs</i> |
| 7. Form of contract: | To quote as percentage of the estimated or completion cost. |
| 8. Whether tender received in duplicate: | Yes/No |
| 9. Whether rates have been quoted in the tenders both in words and figures: | Yes/No |
| 10. Total No. of Tenders received for the work: | |



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Plot No.5, Sector 18, Near Kalamboli Highway,
New Panvel, Navi Mumbai-410218

Expression of Interest (EOI)

Sealed offline tenders are invited from Architectural/Consultancy reputed firms having experience in conservation and restoration of vintage buildings for the proposed work of **“RFP And RFQ (Request for proposal and request for quotation) for providing consultancy services for the work of structural restoration of Variometer and Absolute tower buildings at Magnetic Observatory, Alibag.”** in two cover system for the works mentioned below:-

Tender No.	IIG/EOI/Civil/2023-24/07
Name of Work	RFP And RFQ (Request for proposal and quotation) for providing Consultancy services for the proposed structural restoration of Variometer and Absolute tower buildings at Magnetic Observatory, Alibag
Cost of Tender Document (Non-refundable)	Nil
Clarification / Pre-Bid Meeting	<i>30.06.2023 at 12:00 Hrs at IIG, Panvel</i>
Period of Completion of project	Three months
Last Date of Receiving Queries	<i>30.06.2023 by 12:00 Hrs</i>
Last date of Submission of Bid and Opening of Technical Bid	<i>02.07.2023 Upto 24:00 Hrs and Opening of Technical Bid on 03.07.2023 at 11:30 Hrs</i>
<u>ELIGIBILITY CRITERIA</u> The bidder shall have proven track record in providing similar services in restoration and rehabilitation of old vintage structures buildings in Maharashtra and must satisfy the minimum eligibility criteria stated below, for being eligible for further evaluation and selection process. “The bidder should have provided similar	

services for at least two vintage structures in last 10 years.”

Similar structures / services means: Vintage structures with structural frameworks in wood, supporting stone masonry load bearing walls in porbandar stones / basalt stones / sand stones , specialized water proofing of terraces and basements with 10 years guarantee , subsoil and surface drainages systems , structural wood preservation , anti termite treatment, providing inflammable rendering and protective coating to the sand stone masonry façade of building exposed to saline conditions etc.

Bid Validity : 120 Days

N. B. 1) Tender documents can be downloaded from iigm.res.in OR eprocure.gov

- 2) Tenders, duly superscribed with the name of the work and duly completed shall be submitted in two separate covers closed by using gum and sealed and marked as **Cover No.1 (TECHNICAL BID)** and **Cover No.2 (Financial/PRICE BID)** as stipulated in Clause No. 3.5.
Preparation and Submission of Proposal, should reach the office of the Registrar, Indian Institute of Geomagnetism at New Panvel, Navi Mumbai - 410218 not later than 1600 hr on date mentioned above.
The Cover marked **No.1 (TECHNICAL BID)** may be opened on the same day or at 1630 hr in the office of the Registrar, Indian Institute of Geomagnetism at New Panvel, Navi Mumbai in the presence of such Tenderers as may wish to be present. The date of opening of the **Cover No.2 (PRICE BID)** of the tenders will be intimated to the tenderers in due course.
- 3) Tender documents will not be sent by Post or Courier Service.
- 4) Right to reject any or all tenders is reserved by IIG.
- 5) Conditional tenders are liable to be rejected.
- 6) Interested parties may please log on to [http: /www.iigm.res.in](http://www.iigm.res.in) or eprocure.gov.in for more details.

Date:

REGISTRAR
INDIAN INSTITUTE OF GEOMAGNETISM

INDIAN INSTITUTE OF GEOMAGNETISM
DETAILED PARTICULARS REGARDING TENDER NOTICE NO.
IIG/EOI/Civil/2023-24/07

Sealed tenders are invited from reputed consultancy firms having experience in conservation and restoration of vintage buildings for the proposed work of “**RFP And RFQ (Request for proposal and request for quotation) for providing consultancy services for the work of structural restoration of Variometer and Absolute tower buildings at Magnetic Observatory, Alibag**” in two cover system for the works mentioned below:-

Tender No.	IIG/EOI/Civil/2023-24/07
Name of Work	RFP And RFQ (Request for proposal for proposal and quotation) for providing Consultancy services for the proposed structural restoration of Variometer and Absolute tower buildings at Magnetic Observatory, Alibag
Performance Guarantee (non interest bearing)	10% of tendered amount
Cost of Tender Document (Non-refundable)	Nil

Clarification / Pre-Bid Meeting	30.06.2023 at 12:00 Hrs at IIG, Panvel
Period of Completion of project	Three months
Last Date of Receiving Queries	30.06.2023 by 12:00 Hrs
Last date of Submission of Bid and Opening of Technical Bid	02.07.2023 Upto 24:00 Hrs and Opening of Technical Bid on 03.07.2023 at 11:30 Hrs
<p>Detailed tender notice indicating the eligibility criteria, along with complete tender documents can be downloaded from iigm.res.in OR eprocure.gov.in on or before the last date of sale of tender document.</p> <p>Interested parties may please log on to iigm.res.in or eprocure.gov.in for more details.</p> <p>Further particulars can be had from the Office of the Registrar, Indian Institute of Geomagnetism at New Panvel, Navi Mumbai - 410218</p>	

Registrar

INDIAN INSTITUTE OF GEOMAGNETSIM
(An Autonomous Research Institute under the Department of Science and Technology,
Govt. of India) Plot No.5, Sector 18, Near Kalamboli Highway, New Panvel, Navi
Mumbai-410218

EOI NO. IIG/EOI/Civil/2023-24/07

Indian Institute of Geomagnetism invites sealed proposals from experienced parties for **“RFP and RFQ (Request for proposal and request for quotation) for providing consultancy services for the work of structural restoration of Variometer and Absolute tower buildings at Magnetic Observatory, Alibag”**

- 1.1 The proposal is to be submitted under two cover system, the first cover containing technical information, cost of tender document, copy of pre-bid queries reply and second cover containing the Price Bid.
- 1.2 The technical proposal received will be evaluated and work will be awarded in accordance with criteria of evaluation stipulated under Clause No. 4 of the tender documents.

1.3 The Tender Document can be downloaded from iigm.res.in OR eprocure.gov.in

1.4 The offers are required to be submitted in two cover format (as detailed in the Tender document) properly sealed and superscribed as **“RFP And RFQ (Request for proposal and request for quotation) for providing consultancy services for the work of structural restoration of Variometer and Absolute tower buildings at Magnetic Observatory, Alibag”** and addressed to the **Registrar, Indian Institute of Geomagnetism, Plot No.5, Sector 18, near Kalamboli Highway at New Panvel, Navi Mumbai - 410218**, and shall be sent by hand delivery / Registered Post / Speed Post / courier so as to reach the Office of the **Registrar, IIG on or before 02.07.2023 upto 24:00 hrs.** The Technical Cover (Cover No.1) will be opened on 03.07.2023 at 11:30 hrs in the presence of the bidders who may wish to remain present at the time of opening of the bids.

1.5 MINIMUM ELIGIBILITY CRITERIA:

The bidder shall have proven track record in providing consultancy services to the vintage structures and must satisfy the minimum eligibility criteria stated below, for being eligible for further evaluation and selection process.

1. Average annual financial turnover during the last 3 years ending 31st March 2022 of the previous financial year should be at least **Rs. 50,00,000/-**
2. Experience of having successfully provided consultancy services for similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following (Copy of testimonials and performance certificate with the value of work should be submitted):
 - a) Three similar completed works costing not less than Rs. 1.2 cr./-
OR
 - b) Two similar completed works costing not less than Rs. 1.80 cr./-
OR
 - c) One similar completed work costing not less than Rs. 2.50 cr. /-.

Similar works / services means : Vintage structures with structural frameworks in wood, supporting stone masonry load bearing walls in porbandar stones / basalt stones / sand stones , specialized water proofing of terraces and basements with 10 years guarantee , subsoil and surface drainages systems , structural wood preservation , anti termite treatment etc.

The tenderers should furnish documentary evidence of having carried out works of similar nature, and other documents showing evidence of the following in the format attached herewith as **Appendix - I**

- 1.6 The detailed evaluation of the proposals received will be carried out in accordance with the evaluation criteria stipulated in Clause No. 4 of the Tender Document.

1.7 VALIDITY:

The Bids shall be valid for a period of **120 days** from the date of opening of price bid.

1.8 Offers sent by fax/telex or email will be treated as non-responsive and will be rejected.

1.9 The IIG reserves the right to reject any or all the offers for the proposed work without assigning any reason.

REGISTRAR

EVALUATION CRITERIA:

The points given to evaluation criteria are:

PRE-QUALIFICATION PART-1----- 100 points.

ATTRIBUTE - A.: ORGANISATION. 30 Points

1	Organization set up & Office Locations	5 Points
2	In-House Service for Assignment	10 Points
3	Associates related to the Assignment and their Experience	5 Points
4	Qualifications and Competence of the Key Technical Personnel for the Assignment Form "K" Firm shall meet the requirement as per the table under Form "K" – "minimum required experience of the proposed key staff and number of staff to be deployed for the project".	10 Points

	(a)	Architects	4 points	
	(b)	Civil & MEP Engineers	6 Points	
	TOTAL:			30 Points

ATTRIBUTE - B. EXPERIENCE----- 50 Points

B1	Experience in similar nature completed of Work for an institutional project during last five years Form “B”:				30 Points
	a)	one similar assignments for Vintage structure not less than an area of 500 sq. meters OR restoration of vintage building costing Rs. 2.5 crores which ever more			
	b)	two similar assignments for Vintage structure not less than an area of 300 Sqm ; or restoration of vintage building costing Rs. 1.85 crores which ever more			
	c)	three similar assignments, spread not less than an area of 200 Sqm or restoration of vintage building costing Rs.1.2 crores which ever more			
	At least one of the above projects shall be for Government/ Semi-Government/ Government Undertaking/ Government Autonomous Bodies, etc.				
B2	Performance of Works : Performance of work is evaluated w.r.t.:- Attribute-1- Quality of work : Total points = 5				20 Points
		1	Excellent	5 Points	5 points
		2	Very Good	3 Points	
		3	Good / Satisfactory	2 Points	
		4	Average	1 Point	
	Attribute2- Technical Proficiency.: Total points = 5	1	Excellent	5 Points	5 points
		2	Very Good	3 Points	
		3	Good / Satisfactory	2 Points	
		4	Average	1 Point	

	Attribute3- Resourcefulness : Total points = 5	1	Excellent	5 Points		5 points
		2	Very Good	3 Points		
		3	Good / Satisfactory	2 Points		
		4	Average	1 Point		
	Attribute4- General Behaviour : Total points = 5	1	Excellent	5 Points		5 points
		2	Very Good	3 Points		
		3	Good / Satisfactory	2 Points		
		4	Average	1 Point		
	TOTAL :					50 Points

ATTRIBUTE - C. FINANCIAL CAPABILITY 20 Points

1	Average annual turnover (gross)	10 Points
2	Net profit	5 Points
3	Not under liquidation, court receivership or similar proceedings.	5 Points
	TOTAL :	20Points

Note: -

- Evaluation Criteria in general (i) 70% marks for meeting minimum eligibility (ii) 100% marks for twice the minimum eligibility criteria or more (iii) in between (i) & (ii) on pro rata basis.
- IIG, however, reserves the right to restrict the short listing of firms to any number deemed suitable by it.
- The applicant must secure Sixty percent in each of criteria but min. 70% in aggregate
- Initially the points will be given based on the documentary evidence as Part-1.

2. INSTRUCTION TO BIDDERS

2.1 Background:

Indian Institute of Geomagnetism is located at New Panvel, Navi Mumbai in the state of Maharashtra about 30 Km south of Mumbai. The Institute is linked to all major centers within the country by Rail, Road and Airport.

2.2 Objective:

The Indian Institute of Geomagnetism has Magnetic observatory in Alibag, which was constructed in **1905**, needs major restorative repairs and for which immediate attention is needed to prevent its further deterioration, provide structural stability and enhance its life and utility.

The restorative repairs to the building should be sustainable to withstand the high wind pressures and saline atmospheric conditions and should be designed to minimize future maintenance problems and friendly to the existing building system.

- 2.3 To obtain first hand information on the assignment and on the local Conditions, the bidders are advised to pay a visit to the project site before submitting a proposal. Visit to site will be only with permission of the Employer, upon written request giving particulars of visiting personals. IIG representative will accompany for site visit from its office at Navi Mumbai. Please note that the cost for preparing the proposal including visits to the employer and the project area, are not reimbursable.

2.4 The proposals must be properly signed as detailed below:

- i) By the proprietor in case of proprietary firm.
- ii) By the partner holding the power of attorney in case of a firm is partnership (a certified copy of the power of attorney shall accompany the proposal).
- iii) By duly authorized person holding the power of attorney in case of a Limited company or corporation (a certified copy of the power of attorney shall accompany the proposal).

2.5 Amendment of Proposal Document:

- (a) At any time before the due date for submission of proposals, IIG may, for any reasons, whether at its own initiative or in response to a clarification requested by the firms, modify the documents by amendment. The amendment will be notified in writing or by email to all prospective bidders who have received the tender document and will be binding on them. The Employer may at its discretion extend the deadlines for the submission of proposals.
- (b) ***Firms requiring a clarification on the Proposal Document must notify IIG in writing, prior to the pre-bid meeting.*** Any request for clarification in writing must be sent to the IIG, Panvel address indicated above by facsimile/Post/Courier/e-mail. A pre-bid meeting has been arranged to address all the queries received. IIG will

respond to all the queries received from different firm by facsimile /registered post /courier/e-mail to such requests and copies of the response will be sent to all the firms who have purchased the Proposal document. ***Tenderers have to enclose copy of response to queries received from employer duly signed and the same shall be enclosed in Technical Bid.***

2.5 Scope of the Proposal:

IIG intends to invite proposals from experienced consulting firms to **“RFP And RFQ (Request for proposal and request for quotation) for providing consultancy services for the work of structural restoration of Variometer and Absolute tower buildings at Magnetic Observatory, Alibag”** for the subject project to be taken up by inviting bids. For detailed scope, refer Terms of Reference as **Appendix – I**, hereinafter referred to as "the Services".

2.6 Brief Description of Bidding Process:

- 2.6.1 IIG intends to follow single stage two cover bidding process for selection of the firms for providing the services:

Step 1: Technical Proposal Evaluation

Step 2: Financial Proposal Evaluation

- 2.6.2 For the purpose of the Step - 1, the Bidders are required to submit documents listed in Clause No. 3.5.2 as Technical Proposal. The bidders may also be required to make a presentation of their earlier completed conservation projects during last seven years and presentation for the proposed work of restoration and rehabilitation of Variometer and Absolute tower, at Alibag observatory. The Technical Proposal of the Bidders will be evaluated based on the criteria and details submitted by the bidder. The envelopes containing the Financial Proposal of the Bidders who do not meet the minimum eligibility criteria stipulated in Clause No. 4, will not be considered & kept unopened.
- 2.6.3 Under Step - 2, the Financial Proposal of Bidders who qualify in Step - 1 will be opened and evaluated to establish the financial status of the bids. The Financial Proposal shall be submitted as per the format given in **Appendix–V** and enclosed in a separate envelope and superscribed as FINANCIAL BID for **“RFP And RFQ (Request for proposal and request for quotation) for providing consultancy services for the work of structural restoration of Variometer and Absolute tower buildings at Magnetic Observatory, Alibag”**
- 2.6.4 The Proposal shall be ranked as first lowest, second lowest and so on, based on the total quoted amount in financial proposal.

2.7 Eligible Bidders:

- 27.1 The Bidder may be a single entity or a group of entities (hereinafter referred to as ‘Consortium’), coming together for providing the Services. The term Bidder used hereinafter would therefore apply to both a single entity and a consortium.

2.7.2 The detailed evaluation of the proposals received will be carried out in accordance with the evaluation criteria stipulated in Clause 4 of the Proposal Document:

3. OTHER TERMS & CONDITIONS:

3.1 IIG's Right to Accept or Reject Proposal:

3.1.1 Notwithstanding anything contained in this Proposal Document, IIG reserves the right to accept or reject any Proposal and to annul the bidding process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reason.

3.1.2 IIG reserves the right to reject any Proposal if:

- (a) At any time, a material misrepresentation is made or uncovered, or
- (b) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal.

3.2 Contents of Proposal Document:

The Proposal Document comprises the contents as mentioned in this document and would additionally include Addenda if any, issued in accordance with Clause 2.4.

3.3 Format of Proposal:

3.3.1 Bidders would provide all the information as per this Proposal Document and in the specified formats. IIG reserves the right to reject any Proposal that is not in the specified formats.

3.3.2 The bidder shall submit one original proposal as described in Clause 3.5 clearly marked "ORIGINAL". In addition, the bidder shall submit another copy of the Proposal clearly marked "COPY". In the event of any discrepancy between original and copy, the contents of original shall prevail.

3.3.3 If the Proposal consists of more than one volume, Bidder must clearly number the volumes and provide index table of contents.

3.3.4 The Proposal shall be typed or printed or prepared in indelible ink and the Bidder shall initial each page. The authorization to sign the document must be confirmed by a written power of attorney accompanying the proposal.

3.3.5 The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the Consultants themselves, in which cases such corrections must be initialed by the person or persons signing the proposal.

3.3.6 Completed technical and financial proposal must be delivered on or before the time and date stated in proposal document.

3.4 Sealing and Marking of Proposal.

3.4.1 The Bidder shall seal the Technical Proposal and the Financial Proposal in separate envelopes, duly marking the envelopes as '**TECHNICAL PROPOSAL**' (entire proposal set and relevant information called for **keeping Appendix - V blank**) and '**FINANCIAL PROPOSAL**' (only **Appendix - V** duly filled in). These envelopes shall then be sealed in an outer envelope, duly marked.

3.4.2 Each envelope shall indicate the name and address of the Bidder.

3.4.3 The envelopes shall clearly bear the following identification: as **“RFP and RFQ (Request for proposal and request for quotation) for providing consultancy services for the work of structural restoration of Variometer and Absolute tower buildings at Magnetic Observatory, Alibag”**

3.4.4 **The envelope shall be addressed to: The Registrar, INDIAN INSTITUTE OF GEOMAGNETISM**, Plot No.5, Sector 18, near Kalamboli Highway, New Panvel, Navi Mumbai- 410 218, Tel. No. 022 – 27484106, Fax No. 022 - 27480762

3.4.5 If the envelope is not sealed and marked as instructed above, the Proposal may be deemed to be non-responsive and would be liable for rejection. Employer assumes no responsibility for the misplacement or premature opening of such bids.

3.5 Preparation and Submission of Proposal

3.5.1 The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting documents, which are not translated into English, may not be considered for the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

3.5.2 First envelope titled as "Technical Proposal"

The bidders are expected to examine all terms, conditions and instructions included in the document. Failure to provide all requested information will be at consultant's own risk and may result in rejection of proposal. **The technical proposal shall contain the following:**

- (a) Application letter as per **Appendix - II**.
- (b) Power of Attorney in the name of persons/s signatories of the proposal.
- (c) Detailed information of the firm and experience of the firm and of any firm with which bidder would be associated for the purpose of providing the services for this project. A list (in the format shown in Appendix - III) of past and present restoration works of

vintage structures carried out by the firm (and associate firm (s), if any) is to be submitted.

The experience claimed should be limited to those projects for which the firm (or associate firm(s) were legally contracted to carry out for clients as corporate entity. Assignment(s) completed earlier by individual experts working privately or through other firms cannot be claimed as the experience of the firm or your associate(s), but can be claimed by the individuals themselves. The firm will have to substantiate the claimed experience by providing Employer Certificate for each of the projects while submitting the offer.

- (d) Details in respect of proposed approach and methodology, site appreciation, team composition and experience for execution of the “Services” covering broadly all aspects of ‘Terms of Reference’ enclosed at **Appendix - I** to this proposal Documents.
- (e) The Proposal Document and compilation of pre-bid queries/ answers if any with each page initialed by the authorized signatory in token of having been read and accepted by the bidders.
- (f) A Network / bar-chart program of principal activities indicating those on the critical path, and a manning schedule indicating clearly the estimated duration and the probable timing of the assignment of each professional to be used.
- (g) Name, age, background, employment records and detailed professional experience of each expert to be assigned for providing the proposed services, with particular reference to the kind of experience required for the project. A copy of the bio-data format is attached as Appendix - IV.
- (h) Copies of Income Tax returns for the last three years/Balance Sheet of the Company.
- (i) **Proposed association arrangement (if any).**

NOTE: BIDDERS MUST NOT INDICATE DIRECTLY OR INDIRECTLY THEIR FINANCIAL PROPOSAL ANY WHERE IN ENVELOPE OF TECHNICAL PROPOSAL. ANY SUCH DISCLOSURE SHALL RESULT IN SUMMARILY REJECTION OF WHOLE OF THE PROPOSAL OF THE CONCERNED BIDDERS.

3.5.3 Second Envelope titled “Financial Proposal”.

In this envelop the bidder/s shall indicate their **commercial offer in terms of percentage of fees of the estimated cost OR cost of completion , whichever is lower for entire scope of Services consisting of fees for Services to be paid by the Employer for the entire scope of services covered under this assignment.** The percentage fees offer shall be filled in as per the formats given in the Financial Proposal, Appendix – V enclosed with this Proposal Document. This percentage (%) fees offer shall be inclusive of all taxes (except GST tax), incidentals, overheads, at source taxes of the Govt., traveling expenses, printing and binding of reports and copies of tender documents for each package, expenditure related to presentations to be made for this assignment, sundries and all other expenditure for execution of this services as per “Terms of Reference”, enclosed as **Appendix - I** to the Proposal

Document and also the tasks the consultant may think should be carried out in order to meet the objectives of the assignment. **There will be no escalation payable on the quoted fees on account of increase in scope of work. The percentage of fees shall be -----% of the estimated cost OR Completion cost, whichever is less.**

Note: NO COUNTER CONDITIONS SHOULD BE INCLUDED ANYWHERE IN THE PROPOSAL. CONDITIONAL PROPOSAL SHALL BE SUMMARILY REJECTED.

3.6 TAXES AND DUTIES:

The Consultant's offer shall be inclusive of all taxes (except GST) and duties payable by them. Income Tax and any other statutory taxes to be deducted at source, if any, will be deducted by the Employer in accordance with the Income Tax Act and any other acts in force and in accordance with instructions issued by the Authorities on this behalf, from time to time. **GST Tax** as applicable will be reimbursed by IIG. Reimbursement will be subject to production of documentary evidence of payment of GST Tax to the concerned authorities. In case any new tax introduced by Indian Government by new legislation, the same will be extra and will be reimbursed by IIG on production of proof of payment. However, before payment of such taxes the successful bidder shall obtain prior approval of the employer.

3.7 Proposal Due Date

3.7.1 Proposal should be submitted upto time and date as indicated in last date of submission of bids at the address provided in Clause 3.4.4 in the manner and form as detailed in this Proposal Documents. Proposals submitted by facsimile transmission, telex or e-mail will not be acceptable.

3.7.2 IIG, at its sole discretion, may extend the last date of submission of bids by issuing an Addendum if any.

3.8 Late Proposal:

Any Proposal received by IIG after last date of submission of bids will not be accepted and shall be returned unopened to the Bidder.

3.9. Currency and Payment:

3.9.1 The charges for carrying out the "the services" shall be expressed in Indian Rupees only and the payment shall also be made in Indian Rupees by the Employer.

3.9.2 The Payment to the firm in respect of Services shall be made by the Employer in accordance with the Payment Schedule given in Clause 5 of TOR, Appendix - I.

3.10 Validity of Proposal:

The proposal shall be valid for a period of **120 days** from the date of opening of Financial Proposal.

3.11 Time for Completion:

It is expected that entire assignment shall be completed within the following time schedule. The consultants shall arrange all his activities and the work program accordingly.

Sr. No.	Description of services / activities	Time period from the date of commencement (DAYS)
1.	On preparation and completion of measured drawings (civil and structural), completion of structural survey work by the agency / structural consultant engaged through the architect and thereafter submission of survey report for both the architectural and structural work with inventory of all defects and problem in the building. (structural audit report, prepared four years back for the building will be provided by IIG)	10 days
2.	On submission of conceptual drawings and design, conservation report with preliminary block estimate / Rough Cost Estimate for conservation work based on adaptive reuse and site layout plan. Provide summary of findings and recommendations based on observations and non destructive test (NDT) carried out and preparation of tentative time schedule for the conservation work.	10 days
3.	On preparation of detailed drawings and reports and submitting the same to the local Mumbai vintage conservation committee/Vintage conservation society / statutory authorities for obtaining an approval and making presentation of the same to the Committee.	10 days
4	Obtaining statutory permission / approval from statutory committee	50 days
5.	Preparation of tender drawings, detailed architectural working drawings and detailed structural drawings and technical proposal, providing details for the various constituent materials used for the restoration , its availability, market survey repair and rates for the same	07 days
6.	Preparation detailed architectural working drawings, detailed structural drawings and technical proposal, providing details for the various constituent materials proposed to be used for the restoration , its availability, market survey report , its availability and rates for the same	10 days

7.	Payable in stages during the progress of restoration work, of value related to the Contractor's bill.	As per the progress of work
8.	On completion of project, taking statutory approval for the completion of restoration work from the vintage committee.	30 days
9.	Submission of final as built drawings and settlement of final bill of the contractor.	5 days

Note:

i) The above time schedule includes the likely time required for IIG's approval for various submissions which may be 15 days for design basis and 30 days for detailed design and for draft tender documents respectively. Also the services of the consultant/architect shall be required from concept to commissioning of the project.

3.12 Change to submitted proposals:

Any alterations, modifications or change in the submitted proposals shall be sent in writing and must reach Registrar, IIG prior to the closing time on last date set for submission of proposals. No notice of change, alterations or modification of the proposal shall be accepted after closing time on last date.

3.13 Responsiveness of Proposals:

The proposals received on time shall be examined for responsiveness. A responsive proposal is one which conforms to all requirements of the Proposal Document. A proposal shall be treated non-responsive for any or all of the following reasons:

- (a) Validity of proposal not confirmed.
- (b) Proposal documents not signed and sealed in the manner prescribed in the Proposal Document.
- (c) The proposal and supporting documents show significant variations and or inconsistency/ies. A non-responsive proposal shall be rejected at this stage and the second envelope of concerned bidder/s shall not be opened.

3.14 Scrutiny of Technical Proposals:

3.14.1 Responsive bids shall be examined in detail for their technical contents. Compliance to detailed Terms of Reference taking into account proposed Approach and Methodology, Experience of bidder, proposed work plan for implementation, team composition etc. with reference to adequacy, acceptability and understanding of the bidders shall be checked.

3.14.2 In the process of this examination, some clarifications may become necessary. These shall be sought and furnished in writing. However, the basis of proposal shall not be permitted to be changed/ altered either to fulfill minimum eligibility criteria or to make a non-responsive proposal responsive or to qualify for meeting the technical proposal

parameters. The proposals that are found deficient or defective or unacceptable due to any reason shall be treated as non responsive.

3.15 Opening and Evaluation of Second Envelope viz. financial Proposal:

3.15.1 Financial Proposal of responsive bidders who are found acceptable on scrutiny of technical contents and satisfy the criteria for evaluation, as specified in Clause - 4 of Proposal Document will be opened in the presence of authorized representative of concerned bidders who may wish to remain present. The date and venue of opening of financial proposal will be conveyed to the qualified bidders.

3.15.2 Evaluation of Financial proposals will be carried out on the basis of % of fees of the cost of the project quoted by the bidder/ firm in Financial Proposal in a format as at **Appendix - V**, subject to arithmetic corrections for errors, if any. Lowest evaluated offer will be considered for award.

3.16 Award of Assignment /Services:

Prior to the expiration period of proposal validity/ extended validity, the Employer will notify the successful bidder who submitted the lowest financial proposal among the qualified bidders in technical evaluation, in writing by e-mail. The party selected for award of assignment shall be issued a Letter of Intent by Employer. This letter along with written acknowledgment of the successful party shall constitute contract between the party with Employer, till signing of formal agreement.

3.17 Confirmation of receipt:

Consultants shall acknowledge by facsimile/post/courier the receipt of Letter of Intent and confirm the acceptance of the proposal.

3.18 Performance security:

Within 07 days of issue of letter of Intent from the Employer, the successful firm shall furnish to the Employer a Performance Security in the form of a Bank Guarantee of a scheduled / nationalized bank or any reputed foreign bank from its Navi Mumbai branch for Rs. 50,000/- (Rupees Fifty Thousand only/-) as per the format at **Appendix - VII** to the Proposal Document. Failure of the successful party to lodge the required bank guarantee shall constitute sufficient grounds for the termination of contract. The performance security should initially be sought for **15 (Fifteen) months** and shall be subsequently renewed as required. The obtaining of such guarantee (and the cost of guarantee), shall be at the expense of the firm.

3.19 Signing Of Agreement:

Within 14 days of date of issue of Letter of Intent, the successful firm shall sign formal agreement as prescribed in **Appendix - VI** of Proposal Document with such modifications as may be necessary and the correspondence exchanged up to and including the stage of award of the contract and the letter of acceptance. Until such Contract Agreement is executed the acceptance of the tender in terms of the Contract as defined shall be binding upon the parties and shall be the Contract. The Consultant's bills will not be passed for payment until the Contract Agreement is executed.

3.20 Extension of validity of proposal:

If it becomes necessary, IIG may request the parties, in writing, to extend validity of proposals.

3.21 Pre-Bid Meeting:

3.21.1 The Consulting firm or his authorised representative is advised to attend a Pre-Bid meeting which will be convened on 30.06.2023 at 12:00 hrs. at IIG, Panvel.

3.21.2 The purpose of the meeting will be to clarify issues on proposal and to answer queries on any matter that may be raised at that stage. No queries received after the Pre-Bid meeting will be entertained.

3.21.3 The bidders are requested to submit any query in writing so as to reach the Registrar before the last date of receiving the queries.

3.21.4 The questions raised by Bidders in writing and reply of Employer thereof will be furnished to all bidders who purchased the Proposal Documents. Bidders have to enclosed copy of response to queries received from employer duly signed and same shall be enclosed in Technical Bid. Any modification of the Proposal Documents, which may become necessary as a result of the Pre-Bid meeting, shall be made by the Employer exclusively through the issuance of an addendum.

3.22 SCHEDULE OF BIDDING PROCESS:

IIG has fixed the following schedule for this bid. In order to meet the target dates, all bidders are requested to respond expeditiously to inquiries during the evaluation process.

a.	Last date of receiving queries	30.06.2023 by 12:00 hrs
b.	Pre-bid Meeting	30.06.2023 at 12:00 hrs at IIG, Panvel
c.	Last date of Submission of Bids	02.07.2023 upto 24:00 hrs at IIG , Kalamboli, Highway, Sector 18 , New Panvel , Navi Mumbai, 410218
d.	Opening of Cover No. 1 (Technical Bid)	03.07.2023 at 11:30 hrs

4.0 Evaluation of Financial Proposal

4.1 Financial bids of shortlisted firms shall be opened on a date to be fixed later and intimated to all short-listed bidders to enable them to be present in the opening if they so wish.

4.2 The bidder with the lowest financial offer will be finally considered as a successful bidder. In case of two or more Bidders having the same lowest quoted price, bidder who secures higher technical score would be declared as the successful Bidder.

5. GENERAL CONDITIONS OF CONTRACT

5.1 General Provisions.

5.1.1 Definitions

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

- (a) "Employer" means IIG an Autonomous Scientific Research Organization under the Department of Science and Technology, Govt. of India, acting through its Director or the Registrar or any other officers so nominated by Government.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- (c) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in letter of award.
- (d) "Consultant / .Bidder" means any entity or person that may provide or provides the Services to the Employer under the Contract.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause General Condition 5.2.1.
- (f) "GCC" mean General Conditions of Contract.
- (g) "Government" means the Government of India.
- (h) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof.
- (i) "Party" means the Employer or the Consultants, as the case may be, and Parties means both of them.
- (j) Proposal means the Technical Proposal and the Financial Proposal.
- (k) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in APPENDIX- I hereto;
- (l) "Sub-consultant" means any entity to which the Consultants subcontract any part or the Services in accordance with the provisions of Clause 5.3.5 of General Condition;
- (m) "Terms of Reference " means the document included in this Proposal Document which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment / Job.

(n) "Third Party" means any person or entity other than the Government, the Employer, the Consultants or a Sub-consultant.

(o) "Approved / approval" means the approval in writing.

(p) CEC: Means Consultancy Evaluation Committee constituted by the employer for evaluation of technical and financial proposal of the consultants

(q) IIG : means Indian Institute of Geomagnetism , New Panvel

5.1.2 Relations between the Parties.

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Employer and the Consultants. The Consultants, subject to this contract, have complete charge of Personnel performing the Services and shall be fully responsible for the services performed by them or on their behalf hereunder.

5.1.3 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law in India.

5.1.4 Language

This Contract shall be executed in the English language, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this contract.

5.1.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

5.1.6 Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address given in the proposal document for issue of proposal document.

5.1.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Consultants may be taken or executed by the authorized representative specified in bid document.

5.1.8 Taxes and Duties

Taxes and Duties payable by the consultants shall be as per Clause 3.6 of Instructions to Bidders.

5.2 Commencement, Completion, Modification and Termination of Contract

5.2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date of the receipt of Employer's letter of award by the consultants. This notice shall constitute agreement between Employer and the consultant till formal agreement has been signed.

5.2.2 Commencement of Services

The consultants shall commence the Services as soon as possible but not later than 7 days from the date of letter of award issued by the Employer. Before commencement of the assignment, the consultant/architect shall submit the **Performance Guarantee (B.G.)** for Rs. 50,000/- from a Scheduled Bank with validity period of 12 months and claim period of 3 months. The format for the Performance Guarantee shall be approved by IIG.

5.2.3 The bidder shall quote their fees as a percentage of the estimated cost in their financial offer. IIG reserves the right to delete the services from scope of the work without assigning any reason.

5.2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause General Condition 5.2.6 hereof, this Contract shall expire when services have been completed and confirmed by the Employer by issuing completion certificate.

5.2.5 Amendment to Agreement

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, shall be as per mutual agreement.

5.2.6 Force Majeure

5.2.6.1 Definition

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

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of the consultancy firm or such firm's sub-consultants or agents or employees, nor (ii) any event which a diligent firm / its other consultants could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

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

5.2.6.2 No Breach of Contract

The failure of a consultancy firm to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from any event of Force Majeure, provided that the firm affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

5.2.6.3 Measures to be Taken

(a) The consultancy firm affected by an event of Force Majeure shall take all reasonable measures to remove such firm's inability to fulfill its obligations hereunder with a minimum of delay.

(b) The consultancy firm affected by an event of Force Majeure shall notify the other firm / allied sub consultants of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Consultancy firm shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

5.2.6.4 Extension of Time

Any period within which a consultancy firm shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such firm was unable to perform such action as a result of Force Majeure.

5.2.6.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

5.2.6.6 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

5.2.7 Suspension

The Employer may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including carrying out of the Services, provided that such notice of suspension

(i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

5.2.8 Termination

5.2.8.1 By the Employer

The Employer may, by not less than thirty (30) days written notice of termination to the Consultants for the occurrence of any of the events specified hereunder, terminate this Contract. If the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause General Condition 5.2.7 herein above, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing:

(a) If the Consultants become (or), if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(b) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause General Condition 5.8 hereof;

(c) If the Consultants submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultants know to be false.

(d) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(e) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

(f) If the Consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the contract. For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a Contract to the detriment of the employer, and includes collusive practice among Consultants (prior to or after submission of proposals) designed to establish prices at artificial noncompetitive levels and to deprive the employer of the benefits of free and open competition.

5.2.8.2 By the Consultants

The Consultants may, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified hereunder, terminate this Contract;

- (a) If the Employer fails to pay any money due to the Consultants pursuant to this Contract other than the amount in dispute pursuant to Clause 5.8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) If the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Employer of the Consultants notice specifying such breach;
- (c) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause General Condition 5.8 hereof.

5.2.8.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause 5.2.8.1 or Clause 5.2.8.2 of General Condition hereof, or upon expiration of this Contract pursuant to Clause 5.2.4 of General Condition hereof, all rights and obligations of the Parties hereunder shall cease, except;

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in Clause 5.3.3 of General Condition hereof;
- (iii) any right which a Party may have under the Applicable Law.

5.2.8.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 5.2.8.1 of General Condition or Clause 5.2.8.2 of General Condition hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Employer, the Consultants shall proceed as provided, respectively, by Clause 5.3.6 of General Condition or Clause 5.3.7 of General Condition hereof.

5.2.8.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses of 5.2.8.1 of General Condition or Clause 5.2.8.2 of General Condition hereof, the Employer shall make the payments to the Consultants pursuant to Clause 5.6 of General Condition hereof for Services satisfactorily performed prior to the effective date of termination; after offsetting against these payments any amount that may be due from the Consultant.

5.2.8.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (f) of Clause 5.2.8.1 of General Condition or in Clause 5.2.8.2 hereof has occurred, such Party may, within

forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 5.8 of General Condition hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

5.3. Obligations of the Consultants

5.3.1 General

5.3.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques, practices and adhering to the time schedule. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interest in any dealings with sub-consultants or Third Parties.

5.3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any sub-consultants, as well as the Personnel and agents of the Consultants and any sub-consultants, comply with the Applicable Law.

5.3.2 Conflict of Interests

5.3.2.1 Consultants not to Benefit from Commissions, Discounts etc.

The remuneration of the Consultants pursuant to Clause 5.6 of General Condition hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

5.3.2.2 Consultants and Affiliates not to engage in certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any sub-consultant and any entity affiliated with such sub-consultant; shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

5.3.2.3 Prohibition of Conflicting Activities:

Neither the Consultants nor their sub-consultants nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in India which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities objectionable to Employer.

5.3.3 Confidentially

The Consultants, their sub-consultants and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Employer's business or operations without the prior written consent of the Employer.

5.3.4 INDEMNIFICATIONS:

(a) The Consultant shall indemnify, protect and defend at the consultant's own expense, the Employer and its agents and employees from and against any and all actions, claims, losses or damages arising out of any violation by the consultant or in the course of the services of any legal provisions, or any rights or third parties, in respect of property rights, copyrights, or patents.

(b) The Consultant shall indemnify, protect and defend, at the Consultant's own expense, the Employer, its agents and employees, from and against any and all actions, claims, losses or damages arising out of the Consultant's failure to exercise the skill and care required under Section 5.3.1.1 provided, however;

(i) that the Consultant's liability under this Section shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.

(c) In addition to any liability the Consultant may have under Section 5.3.1.1, the Consultant shall at its own cost and expense, upon request from IIG re-perform the Services in the event of the Consultant's failure to exercise the skill and care required under Section 5.3.1.1.

(d) Anything in Sections to the contrary notwithstanding, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by (i) IIG over riding a decision for recommendation of the Consultant or requiring the Consultant to implement a decision or recommendation with which the Consultant does not agree, or (ii) the improper execution of the Consultant's instructions by the contractors.

5.3.5 Consultants' Actions requiring Employer's prior Approval

The Consultants shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) appointing such members or the Personnel which are not listed in Appendix- IV ("Consultants' sub-consultants' and Key Personnel");
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Employer prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the sub-consultant and its Personnel pursuant to this Contract;

5.3.6 Documents Prepared by the Consultants to be the Property of Employer

All plans, drawings, specifications, designs, reports correspondence and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Employer, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer.

5.3.7 Equipment and Materials Furnished by the Employer:

Equipment and materials made available to the Consultants by the Employer, or purchased by the Consultants with funds provided by the Employer separately, shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Employer an inventory of such equipment and materials and shall hand over such equipment and materials to the Employer.

5.4.1 Removal and/or Replacement of Personnel

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith, subject to provision of Clause 5.3.5 of General Conditions provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Employer's written request specifying the grounds therefore, forthwith, subject to provision of Clause 5.3.5 of General Conditions provide as a replacement a person with qualifications and experience acceptable to the Employer.

5.5 If, after the closing date of bid submission, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or expenses incurred by the Consultants in performing the Services, then the payment to be made to consultants under this Contract shall be increased or decreased accordingly and corresponding adjustments shall be made to the quoted amounts specified in the accepted offer.

5.6. Payments to the Consultants

5.6.1 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made in stages as per Clause No. 5 of Terms of Reference (**Appendix - I**).

- (a) The payment for the interim running account bills (R. A. Bill) shall be made to the Consultant within 15 days of date of certification of the bill by the Employer. For the final bill, the payment shall be made within **60 days** of the day of certification of the bill by the Employer provided that there should not be any disputed item. If bills are in order and there are no disputed items, the bills shall be certified by the Employer within

15 working days of the receipt of the bill by the Employer. In case Employer feels the submitted bill is not in line with the agreement, the same shall be returned to consultants promptly within 15 days to resubmit the bill in acceptable form or withdraw the bill if it is disputed or beyond the scope of agreement. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Employer may add or subtract the difference from any subsequent payments.

- (b) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report and final statement shall be deemed approved by the Employer as satisfactory forty five (45) calendar days after receipt of the final report and final statement by the Employer unless the Employer, within such forty five (45) day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Employer has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Employer within thirty (30) days after receipt by the Consultants of notice thereof.
- (c) Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with the above.

5.7. Fairness and Good Faith

5.7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's right under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

5.8. Settlement of Disputes

5.8.1 Amicable Settlement

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

5.8.2 Dispute Settlement

5.8.2.1 In case of any dispute or difference referred to above, the Consultant shall not stop the work but shall proceed with the work with due diligence and until the receipt of the award in the dispute, decision of the Employer on all such matters shall be binding on the Consultant.

5.8.2.2 In case of any legal dispute between IIG and the Consultant, the courts at Mumbai only will have the jurisdiction to hear and settle the disputes.

TENDER NO. IIG/EOI/Civil/2023-24/07

Appendix – I

“RFP and RFQ (Request for proposal and request for quotation) for providing consultancy services for the work of structural restoration of Variometer and Absolute tower buildings at Magnetic Observatory, Alibag”

TERMS OF REFERENCE (TOR)

1. General Information of the Project:

- (A) Indian Institute of Geomagnetism has its prime Magnetic observatory at Alibag. The main observatory structures viz. Variometer room and Absolute tower of the observatory has constructed in 1902. These structures are constructed in load bearing masonry walls in lime surkhi mortar and with porbandar / sand stone. These structures are thermally stabilized structures with very negligible deviation in temperature gradient throughout the season. The roofing, flooring and cavity of these structures are supported by series of massive structural wood frame works in beams, columns and cavity etc. The preliminary sketches of these structures are attached herewith as Annexure A and B. This observatory is honored and graded as Grade – II (B) by vintage conservation society.
- (B) It is intended to carry out special repairs, structural restoration and preservation of wooden members of these structures. It is also proposed to (i) provide anti termite treatment, effective and durable water proofing treatment for roofs and basement (ii) to provide adequate surface and subsoil water drainage system to prevent ingress of water through the foundation, cavity walls and basement (iii) to reduce the humidity, prevent moisture rise in the basement and aid moisture free atmosphere in the structures and maintaining the stable room temperatures etc.
- (C) These structures are non Magnetic Structures. No iron and iron like materials are used in the construction of these structures. These structures shall be mandatorily proposed to be restored with the use of non magnetic materials. Non magnetic materials permitted are brass, aluminum, wood, fiber, glass fiber, carbon fiber, copper etc. Stainless steel is not a perfect non magnetic material and hence not permitted to be used for restoration. All materials proposed to be used in the restoration of these structures needs to be checked and validated by IIG authorities.
- (D) Restoration / reconstruction of masonry walls if any, shall be carried out by the use of lime surkhi mortars of adequate strength to withstand the loads of slab and other allied structural elements etc.
- (E) The photos showing the deteriorated conditions of these structures are enclosed as Annexure “C”

2. Objectives of assignment:

It is expected that the services to be provided by the firm shall involve providing most aesthetically pleasant, economical, functional & detailed, architectural and structural consultancy services, designs / technical proposal and drawings etc., for the conservation of Variometer and Absolute towers of Alibag Observatory. The scope of services shall include all the elements that are necessary for successful completion and commissioning of these observatories. **The scope of services however shall not include project management consultancy services (PMC) during execution and day to day supervision and carrying out pre restoration structural audit. (The structural audit of these buildings has already carried out four years back and report for the same will be issued to the successful consultant). However, the scope and consultancy fees is inclusive of carrying out of post restoration structural audit of buildings / structural elements and methodology of the same to the mutually agreed extent or as per the directions of statutory authority.**

2. Scope of services:

- (i) The consultant shall be responsible for deciding the methodology and the choice of materials and items for retrofitting / restoration as approved by IIG or CPWD and shall obtain CPWD / client's approval.
- (ii) The consultant shall submit proposal for an approval of the local statutory bodies, if required. The fees payable to the local authorities shall be paid by the IIG separately.
- (iii) On satisfactory completion of work the consultant shall issue structural stability Certificate.
- (iv) The Consultancy firm shall be responsible to render all professional services in respect of comprehensive Architectural and structural consultancy from concept to commissioning.
- (v) The consultants shall make presentations of the Project to the IIG Management for the explanation of the Project Alternative designs and detailed restorative design of the selected alternative.
- (vi) The scope of services shall also include all such normal services which are not specifically mentioned but which are necessary for the satisfactory completion of all areas of services assigned to ensure operability, maintainability, and reliability of the design.
- (vii) **The broad scope of work for the selected Consultant shall consist of the following:**
 - (a) Services to be provided by the firm shall be preparation of concept and preliminary drawings for various alternatives.
 - (b) Preparing detailed designs and construction drawings for the approved alternative plan.

- (c) Preparing the working drawings as required for execution of the Project which will include Preparing Architectural and structural design for conservation of Variometer and Absolute tower as per latest BIS codes.
- (d) **Certification of the structural design calculations and structural drawings from the consultancy firm.**
- (e) The Architect or his Consultants shall conduct visit to the site during the currency of the work and issuing as built final drawings upon completion of the Project. *Costs of Consultants visits to office and site to be included in the quote for this tender of providing consultancy services (No additional payment will be made by IIG for conducting the visits).* Periodical visit: during execution, the architects and structural Engineers will periodically inspect the work to ensure for their own satisfaction proper interpretation of the plans prepared by them and furnish clarifications, etc. as may be required. However, tendering, award of contract, execution of work, quality controls, certification of measurements, bill sanction to extra items, final bill etc. will be done by CPWD. The Architect shall submit periodic report on important steps of the work and directions to IIG / CPWD authorities during the course of execution to ensure the satisfactory and timely completion of restoration works.
- (f) Drawing up and putting in place a Quality Assurance Plan as well as a Safety Assurance Plan along with an appropriate and efficient mechanism to ensure their effective implementation at site.
- (g) Making survey, documentation and preparation of measured drawings of the existing structures with typical enlarged details of all the building elements /features, existing plumbing and electrical service lines etc.
- (h) Structural survey of load bearing walls and structural elements, trusses, domes, wood work and false ceiling, retaining walls basement walls and other essential structural members as may be required to do structural survey.
- (i) Preparing and making of inventory of defects and problems in the building fabrics. load bearing walls , wood work and structural elements of the buildings .
- (j) Designing and coordinating investigations to be carried out at designated locations as well as assisting with identifying agencies for non destructive testing and chemical analysis of the existing building fabrics
- (k) Preparing schematic proposal for conservation task for structural restoration, structural rehabilitation and conservation of existing building an fabrics for the adaptive reuse plan.
- (l) Preparation of tender drawing and documents with BOQ's and Specifications for restoration and specialized works (civil, structural, as may be applicable) related to the architectural and structural conservation of the building and features of the Re-use plan.

- (m) Preparation of working drawings and details during the course of execution / construction and periodic site supervision without causing hindrances and hampering the planned schedule of the project on the consultants/Architects part.
- (n) Preparation of as built civil and structural drawings and taking completion certificate – approval from the statutory bodies/ Mumbai vintage conservation committee
- (Y) Structural consultant of the Consultancy firm shall render the following services to the employer in connection with the retrofitting and rehabilitation of the Colaba observatory:**
 - (i) The structural consultant has to check the design adequacy of the existing structure confirming to the latest provisions of IS codes of practice and NBC 2005. IIG will provide general architectural drawing of the Alibag observatory
 - (ii) Design and specification for retrofitting / restoration works has to provided if the old existing design is found deficient visa-vis
 - (iii) Preparing design philosophy report containing details of the type of loading which stricture may be subjected to during their useful life , materials required to be used for strengthening of structures , various IS codes of practice considered in the designing of the structure , design methods used. IIG will accord approval to this report for proceeding ahead
 - (viii) The consultant shall ensure that their design / proposal is economical , sound and safe and is done confirming to the latest CPWD provisions and best practices .They shall have to furnish certificates to the effect to the employer at the time of submission of details and design philosophy.
 - (ix) The structural consultant and architect shall assume full responsibility of the stability of the structure conserved by them by issuing stability certificate for the structure after satisfactory completion of project.**
 - (x) It shall be the sole responsibility of the structural consultants to furnish satisfactory clarification/details as sought by the person/(s) or organization/(s) (either appointed by the Employer or an outside Government agency like Chief technical examiners organization of the Central Vigilance Commission, new Delhi) causing technical scrutiny of their works failing which the Employer shall be entitled to recover a reasonable sum, if any suggested by them, from the dues of the Structural Consultants. This all be limited to the extent of inadequacy in the structural design/deficiency only.
 - (xi) The structural consultant has to submit the reports for the proposed designs for individual structural elements and structural joints etc. (DBR for composite structure with the use of wood / brass / glass fiber / carbon fiber etc).**

4. Reports

4.1 Reports to be submitted upto the Award of contract works

The various reports and documents (Hard Copy as well as in soft copy) shall be submitted in accordance with the schedule as set forth below:

1)	Report on design basis and various alternatives:	6 copies
2)	Final design report:	3 copies
3)	In respect of each contract: Draft tender document for approval:	soft copy
	Final tender documents and set of tender drawings:	03 copies + soft copy
	(i) Tender evaluation report(s) (Technical & financial bids separately for two cover system):	3 copies + soft copy
	(ii) Working Drawings for all the aspects of work:	5 copies + soft copy
	(iii) Completion Drawings for all the aspects of work:	2 copies + soft copy
4)	(iv) Completion Certificate	
5)	(v) Structural stability certificate:	3.0 copies

5. Payment Schedule for the Services:

The fees for the service to be rendered by the Architect and his consultants (architectural, structural, licensing and obtaining statutory permissions etc.) will be as per the following stages of payments irrespective of the completion cost of the work.

Sr. No.	Description of services	Quoted as percentage of the estimated or completion cost whichever is lower by the firm under Financial Proposal, Appendix-V	Cumulative
1.	On preparation and completion of measured drawings (civil and structural), completion of structural survey work by the agency / structural consultant engaged through the	10 %	10%

	architect and thereafter submission of survey report for both the architectural and structural work with inventory of all defects and problem in the building.(structural audit report, prepared four years back for the building will be provided by IIG)		
2.	On submission of conceptual drawings and design, conservation report with preliminary block estimate for conservation work based on adaptive reuse and site layout plan. Provide summary of findings and recommendations based on observations and preparation of tentative time schedule for the conservation work.	10%	20%
3.	Preparation of tender drawings, detailed architectural working drawings and detailed structural drawings and technical proposal, providing details for the various constituent materials used for the restoration , its availability, market survey repair and rates for the same	25%	45%
4.	Preparation detailed architectural working drawings, detailed structural drawings and technical proposal, providing details for the various constituent materials proposed to be used for the restoration , its availability, market survey report , its availability and rates for the same	25%	70%
5.	Payable in stages during the progress of restoration work, of value related to the Contractor's bill.	25%	95%
6.	Submission of final as built drawings and settlement of final bill of the contractor.	5%	100%

Appendix – II

TENDER NO. IIG/EOI/Civil/2023-24 /07

**APPLICATION LETTER
(On the Letter head of the Bidder)**

Date:

To

**The Registrar
INDIAN INSTITUTE OF GEOMAGNETISM
Plot No.5, Sector 1
8, Near Kalamboli Highway,
New Panvel, Navi Mumbai- 410 218.**

**Sub: “RFP and RFQ (Request for proposal and request for quotation) for
providing consultancy services for the work of structural restoration of
Variometer and Absolute tower buildings at Magnetic Observatory, Alibag”**

Sir,

Being duly authorized to represent and act on behalf of (hereinafter referred to as "the Bidder") and having reviewed and fully understood all of the requirements of the Proposal document and information provided, the undersigned hereby apply for the project referred above. We confirm the validity of the proposal for 120 days from the date of opening of Financial Proposal. We are enclosing our Proposal including Technical Proposal and Financial Proposal in one original plus one copy, with the details as per the requirements of the Proposal Documents, for your evaluation

.....
Signature
(Authorised Signatory)

APPENDIX III

**MAJOR WORKS DURING LAST SEVEN YEARS WHICH BEST ILLUSTRATES
QUALIFICATIONS FOR THE ASSIGNMENT UNDER OFFER.**

The following information should be provided in the format indicated for each reference project for which your company, either individually as a corporate entity or as one of the major companies within a consortium was legally contracted by the client stated below.

- (i) The information should be specific & to the point to facilitate a quick and objective decision.
- (ii) Use a separate sheet for each separate work.

- 1) Project Name: _____
- 2) Project location: _____
- 3) Name & Address: _____
of the client with _____
Tel. No. & Fax No. _____
- 4) Detailed narrative description of the work including project components.
Please mention, inter-alia, nature of the work performed.

- 5) Were the services provided exclusively by your firm? Yes/No (or)
Were services provided by your firm in association with other firms? Yes/No
Exact description of the division of responsibility for items listed at (4) above
as between you & your Associate:
- 8) Detailed description of the actual services provided under following types for each component of the project
 - i) Architectural design.
 - ii) Detailed design and drawing
 - iii) Preparation of Estimates, tender documents, evaluation of tenders.
& the share and role of your firm & of the Associate, if any, against each type of the component & each type of service listed above.
- 9) Details of the project:
 - i) Cost of the project:
 - ii) Covered area/uilt up area in sq.m:

Iii) Fees received: (Optional)

10) Assignment start date: _____
(Month/Year): _____

11) Assignment completion: _____
Date (Month/Year): _____

12) Duration of assignment: _____ (months)

Signature: _____

Name: _____

In the capacity of _____ duly
authorised to submit the proposal on behalf of

_____ .

Address: _____

APPENDIX – IV

BIO – DATA (Architects and Engineers)

1. PROPOSED POSITION FOR PRESENT ASSIGNMENT
2. NAME
3. DATE OF BIRTH
4. NATIONALITY
5. EDUCATIONAL / QUALIFICATION
6. TOTAL WORK EXPERIENCE
8. EMPLOYMENT RECORD (STARTING WITH PRESENT POSITION, PERIOD, EMPLOYER – POSITION HELD AND DESCRIPTION OF DUTIES)
9. DETAILED TASKS ASSIGNED: Work undertaken best illustrates, capacity to handle the tasks assigned.

(List the tasks one by one giving list of project name and component, year, position held, exact duties rendered with time spent on each project).

10. CERTIFICATES (IF ANY)
11. REGISTRATION NUMBER

I, the undersigned, certify that, to my knowledge and belief this biodata correctly describes myself, my qualifications and experience.

SIGNATURE

Note: In case of JV, the details of lead person should be provided

TENDER NO. IIG/EOI/Civil/2023-24 /07
FINANCIAL PROPOSAL (To be enclosed in separate envelope)

From:

To

The Registrar

Indian Institute of Geomagnetism

Plot No.5, Sector 18, Near Kalamboli Highway,
New Panvel, Navi Mumbai- 410 218

Sub: **“RFP and RFQ (Request for proposal and request for quotation) for providing consultancy services for the work of structural restoration of Variometer and Absolute tower buildings at Magnetic Observatory, Alibag”**

I/We have perused the Proposal Document for subject assignment containing Terms of Reference and other details and am/are willing to undertake and complete the assignments as per terms and conditions stipulated in the 'Proposal Document'.

Our total price offer inclusive of all taxes (Excluding GST Tax which is reimbursable as per actual), incidentals, overheads, traveling expenses, printing and binding of reports, expenditure related to presentation to be made during the execution of assignment, sundries, all other items involving expenditure for execution of this assignment covering scope as stipulated in "Terms of Reference" is

_____ % of the estimated cost OR completion cost of the work, whichever is less.

This offer is valid for a period of 120 days from the date of opening of the financial proposals.

I/We also agree to accept the payments as per Payment Schedule stated in Clause No. 5 of the 'Terms of Reference' and also as per clause No. 5.6 of General Conditions of Contract.

Name and address of the Tender

Date:

SINATURE OF THE TENDERER

Note: Financial offer shall be kept **blank** in the Technical Bid

INDIAN INSTITUTE OF GEOMAGNETISM

FORM OF AGREEMENT (Typical)

THIS AGREEMENT made this day of two thousand fourteen **BETWEEN** the Board of Indian Institute of Geomagnetism, an Autonomous Scientific Research Organization under the Department of Science and Technology, Govt. of India (herein under referred to as “the Client” which expression shall unless repugnant to the context of meaning thereof mean and include their successors and assigns) of the ONE PART and M/s. _____, having their registered office at

_____ (hereinafter referred to as “the Consultant”, which expression shall unless repugnant to the context or meaning thereof, mean and include their heirs, executors, administrators, representatives and assignees or successors in office) of the OTHER PART.

WHEREAS the IIG is desirous of executing the work of “RFP and RFQ (Request for proposal and request for quotation) for providing consultancy services for the work of structural restoration of Variometer and Absolute tower buildings at Magnetic Observatory, Alibag on the terms and conditions stipulated in the consultant’s tender dated _____ and read with the conditions contained in the tender documents attached to the above mentioned tender.

AND WHEREAS the consultant by their above mentioned tender has offered to execute, complete and maintain such work, which tender has been accepted by the IIG and such tender with correspondence, specifications, schedule, Amendments and acceptance thereof will constitute abiding contract between the IIG and the Contractor.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

01. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract herein after referred to.
02. The following documents shall be deemed to form and be read and construed as part of this agreement.
 - (A) VOLUME – I
 - a. Tender Notice
 - b. Instructions to Bidders.
 - c. Other Terms and conditions
 - d. Criteria of Evaluation
 - e. General Conditions of contract
 - f. APPENDIX-I
 - g. APPENDIX-II
 - h. APPENDIX-III
 - i. APPENDIX-IV
 - j. APPENDIX-VII

k. Site Plan Drawing.

(B) VOLUME - II

i) Financial Proposal – Appendix V

ii) Engineering and Architectural Service Provider's acceptance

iii) Any other relevant correspondence exchanged upto the issue of work order which has not been specifically mentioned above.

03. The consultant hereby covenants with IIG to construct, complete and maintain the work in conformity in all respects with the provisions of the contract.

04. IN WITNESS WHEREOF THE PARTIES HAVE placed their hand and seals, the day, month, year first above written.

THE COMMON SEAL OF THE INDIAN
INSTITUTE OF GEOMAGNETISM HAS HEREUNTO
AFFIXED AND THE CHAIRMAN THEREOF
HAS HEREUNTO SET HIS HAND IN THE
PRESENCE OF

REGISTRAR

1.

2.

SIGNED AND SEALED BY THE CONTRACTOR
IN THE PRESENCE OF

1.

2.

APPENDIX VII

INDIAN INSTITUTE OF GEOMAGNETISM

FORM OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE

In consideration of the Board of Indian Institute of Geomagnetism (hereinafter called 'The Board') having agreed to exempt from _____ (hereinafter called 'The said Contractors') from the demand, under the terms and conditions of an agreement to be entered between the Board _____ and _____ for _____ (hereinafter called 'The said Agreement') of Security Deposits for the due fulfilment by the said Agreement on production of a Bank Guarantee for Rs. _____ (Rupees _____ only). We, _____ Bank _____ (Hereinafter referred to as 'The Bank') do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered or would be caused to or suffered by the Board by reason of any breach by the said contractor(s) of the terms and conditions contained in the said agreement.

2. We, _____ Bank, do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Board by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regard the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

We, _____ Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till the Board certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or within three months from the expiry date, i.e., from _____, we shall be discharged from all the liability under this guarantee thereafter.

4. We, _____ Bank, further agree with the Board that the Board shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any

time of from time to time any of the powers exercisable by the Board against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation of extension being granted to the said contractor(s) or for any forbearance act or omission on the part of the Board or any indulgence by the Board to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. Notwithstanding anything stated above, our liability under the Guarantee is restricted to Rs. _____ (Rupees _____ only). The guarantee shall remain in force until _____. Unless a suit or action to enforce claim under the guarantee is filed against us within three months from that date, all rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

6. The Board authorised to enforce claim against the guarantee at the local branch of the Bank in Goa in case such an eventually of encashment arises.

7. We, _____ Bank lastly undertake to revoke this guarantee during its currency except with the previous consent of the Board in writing.

Dated _____ day of _____ 2014.

FOR _____ BANK.