

राष्ट्रीय विज्ञान संग्रहालय परिषद
National Council of Science Museums
Block-GN, Sector-V, Bidhan Nagar
कोलकाता/Kolkata-700 091


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दिनांक/Dated: July 2, 2019

कार्यालय ज्ञापन/Office Memorandum

Sub: Development of galleries and upgradation of facilities by outside agencies

The Governing Body, NCSM in its 122nd meeting held on June 20, 2019 at National Science Centre, Delhi, approved, vide Agenda Item No.122.3, the guidelines for acceptance of proposals for development of galleries and upgradation of facilities by outside agencies at various units of NCSM, as enclosed at **Annexure 'A'**.


27/7/19
(चंद्रकांत दास/C.K. Das)
सचिव/Secretary

To :-

- 1) Directors [NSCM/NSCD/NCSM(Hqrs.)/Science City/CRTL/VITM/BITM/NE]/
MD, CMD
- 2) PPS to DG, NCSM
- 3) CoA/Dy. CoA of all NCSM units
- 4) SO, NSCD
- 5) Dy. CoFA, NCSM (KKM/BC)
- 6) PRO & Hindi Cell, NCSM
- 7) Office copy



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संस्कृति मंत्रालय, भारत सरकार
Ministry of Culture, Govt. of India
कोलकाता/Kolkata-700091

Annexure 'A'

Guidelines for acceptance of proposals for development of galleries and upgradation of facilities by outside agencies

- (1) All proposals for development of galleries & upgradation of facilities by outside agencies shall be in writing with concept plan and other relevant details;
- (2) All such proposals shall be forwarded to DG, NCSM with recommendations and justifications by the concerned Director of Museum/Centre;
- (3) The proposal so received by the DG, NCSM shall be examined by a duly-constituted committee;
- (4) Recommendations of the duly-constituted committee shall be put up to Governing Body, NCSM for approval;
- (5) On such approval, a Memorandum of Understanding (MoU) will be signed between NCSM and the outside agency. Draft MoU has to be approved by DG, NCSM. Signatories to such MoUs on behalf of NCSM shall be nominated by DG, NCSM;
- (6) **Responsibilities of NCSM shall be:-**
 - a) to approve the plan, layout, design, technical specifications, timeline of execution, financial details etc. of the Gallery/Facility.

- b) to provide floor area in the premises delineated in an **annexure** (indicating details of location, floor area, site plan etc.) for setting up of the Gallery/Facility for a period of 3 (three) to 6 (six) years from the date of opening of the Gallery/Facility, which can be renewed for further period on mutual consent of both the parties. There shall be no shifting of the equipment, paraphernalia, accoutrements, chattels, gadgets and acoustics and air-conditioning system installed by the agency from the said area during the currency of the MoU except in case of an absolute and grave necessity under prior intimation to the agency;
- c) to allow duly identified representatives of the agency duly authorized by Museum/Centre free access to the facility area during the currency of the MoU and during the normal working hours of Museum/Centre for installing its paraphernalia, accoutrements, chattels, gadgets and acoustics and air-conditioning systems and for making appropriate illumination arrangements for the said Gallery/Facility and for the daily upkeep of the equipment and display components. They will abide by the security norms of the centre;
- d) to suitably acknowledge the contribution of the agency in the area of Gallery/Facility. The size, content, design and layout of such board/banner/plate for acknowledging the contribution of the agency shall be got approved by the agency from the Director of Museum/Centre well in advance;
- e) to provide electric power from available mains supply for running the said Gallery/Facility smoothly during working hours of Museum/Centre on all days except when Museum/Centre observes closed holidays subject to force

majeure conditions as well as circumstances beyond the control of Museum/Centre. In case of additional load beyond the available capacity of the Museum/Centre, the additional expenditure to augment the capacity should to be borne by the agency;

- f) to take out appropriate insurance cover at the cost of the agency in respect of the equipment, paraphernalia, accoutrements, chattels, gadgets and acoustics and air-conditioning systems which are installed and are donated to Museum/Centre by the agency against damage, theft and fire;
- g) to arrange for appropriate security and upkeep of the area at the cost of the agency for the entire period of this MoU;

(7) **Responsibilities of the agency shall be:-**

- a) to submit the detailed plan, layout, design, technical specifications, timeline of execution, financial details etc. of the Gallery/Facility.
- b) to set up Gallery/Facility at Museum/Centre at its own cost including the cost of installing and operating its paraphernalia, accoutrements, chattels, gadgets and acoustics and air-conditioning systems and for making appropriate illumination and all other allied requirement/arrangements for the said Gallery/Facility;
- c) to locally produce/source all the above paraphernalia, accoutrements, chattels, gadgets and acoustics and air-conditioning systems and for making appropriate illumination arrangements for the said facility at Museum/Centre and DONATE the same to Museum/Centre;

- d) to import any material(s) required for display in the Gallery/Facility for which NCSM will provide Customs Exemption Certificate at its discretion and subject to availability, in which case the agency will not be allowed to shift, transfer such material(s) from Museum/Centre;
- e) to furnish to the Director, Museum/Centre, well in advance, for specific written approval, a detailed list of equipment, paraphernalia, gadgets, accoutrements, acoustic and air-conditioning systems and materials supposed to be donated for installation at the said facility alongwith cost of individual items for duty, if applicable, and insurance purposes, and also the proposed layout of the Gallery/Facility;
- f) to transfer ownership and title of the equipment and paraphernalia used in the facility to Museum/Centre upon delivery to Museum/Centre. The agency shall not withdraw any material, so donated for Gallery/Facility, at any time and even in case of unlikely event of termination of MoU during the validity period;
- g) to obtain all requisite administrative/statutory approvals, sanctions, permissions etc., wherever necessary, from the authority(ies) concerned for setting up of the said Gallery/Facility;
- h) to operate, maintain and upgrade the Gallery/Facility and the equipment installed at the facility area at its own cost and to pay Museum/Centre towards electricity, security, housekeeping, internet charges, space maintenance and other recurring charges for maintenance of the galleries/facilities @₹ _____/- per month which shall be paid to Museum/Centre in advance once in every six months;

- i) to reimburse to Museum/Centre any additional expenditure towards cost of electricity, security, housekeeping, internet charges etc. in the event of upward revision of such rates from time to time;
- j) to give Museum/Centre adequate credit in all advertisements/ publicity drives in all media to be made by the agency at its own cost duly approved by Museum/Centre, for promotion of the said Gallery/Facility;
- k) The agency shall be solely responsible for the good, decent and honest conduct of the persons deployed by them for performing certain duties and under the scope of this contract. In case of any issues arising out of the behaviour of these staff, the agency shall indemnify the Museum/Centre against any liability;
- l) to indemnify Museum/Centre against any liability on account of fiscal liabilities or cess that are due or payable by the agency to the authorities concerned on account of donation of the equipment for the Gallery/Facility at Museum/Centre;
- m) to provide, at its own cost, guides/explainers/volunteers for explaining the scientific/technological contents of the Gallery/Facility to the visitors during the tenure of the Gallery/Facility;
- n) to furnish a list of personnel being deployed at the Gallery/Facility with full particulars and addresses to the Director, Museum/Centre and obtain prior approval from the said authority thereof;

- o) to indemnify Museum/Centre against any liabilities arising out of any injuries to the personnel deployed by the agency at the Gallery/Facility area during the course of their work and any loss/damage sustained by either Museum/Centre or the agency for reasons directly attributable to them;
- p) to withdraw/replace any of the personnel deployed by it at the Gallery/Facility immediately on receipt of instructions from Museum/Centre, if the conduct of any such personnel is found to be objectionable and/or prejudicial to the interest of Museum/Centre;
- q) to undertake not to use the space allotted for the said Gallery/Facility for any purpose other than the purpose for which it is permitted under the MoU and in case of breach or violation thereof, the arrangement for the said facility shall stand automatically terminated;

(8) **General:-**

- a) The parties will resolve all differences or disputes by mutual discussions;
- b) In case of breach of any of the conditions of MoU or disputes between the parties, the same shall be referred to the sole Arbitration of a person to be nominated by the DG, NCSM. The reference to such arbitration shall in all cases, deemed to be, in terms of the Arbitration & Conciliation Act, 1996.
- c) Conditions in MoU may be modified, if and when necessary, by mutual consultation and agreement of both the parties;

(9) **Foreclosure of the project:-**

In the event of project requires foreclosure due to non-fulfilment of the obligations as per MoU, Director of Museum/Centre shall submit a comprehensive proposal to DG, NCSM for further approval and no party will claim any compensation from any party in case of such foreclosure.

(10) **Force majeure:-**

Each of the party hereto shall be excused from the performance of its obligation by force majeure and such excuse shall continue as long as the condition constituting such force majeure continues. The parties claiming for force majeure will inform the other party about the condition within 72 hours of the occurrence leading to force majeure. Force majeure includes causes beyond the control of any party, such as earthquake, cyclone, flood, storm and other natural calamities, fire, war terrorism, epidemics, failure of public utilities & Laws, Acts, Regulations of any government.
