

**DIRECTORATE OF TOURISM & CULTURAL AFFAIRS, ARCHAEOLOGY AND
MUSEUMS, PUNJAB
PLOT NO 3, SECTOR 38-A, CHANDIGARH**

Tender / Reference No: 09

Date : 07-01-2021

NOTICE INVITING OFF-LINE BIDS

Director Tourism & Cultural Affairs, Punjab invites sealed bids from eligible Consultants/Consultancy firms for the following work:

S. No	Name of Work	Bid Security/ Earnest Money (Rs.)	Last date and time for submission of sealed bids
1	Selection of Consultant for Setting up of Museum on the life & works of Baba Saheb Bhim Rao Ambedkar in the campus of IKGPTU, Kapurthala	5.00 Lakhs	01.02.2021 upto 03:00 PM

- i) Date & time of opening of Technical Bid : 01.02.2021 at 3:30 PM
- ii) Interested bidders can have the tender document by paying the fee amounting to Rs.2500/-.

Note: Addendum/Corrigendum, if any, will be issued on Punjab Tourism web site only.

Man
DIRECTOR

Man



**Request For Proposal
for
Selection of Consultant
for
Setting up of Museum on the life & works
of
Baba Saheb Bhim Rao Ambedkar
in the campus of IKGPTU, Kapurthala**

Issued by
The Director,
Department of Tourism & Cultural Affairs, Govt. of Punjab
Plot no. 3, Sector 38-A, Chandigarh
Tel. No. 0172-2694889, Email directorculture@yahoo.com , phtpbengg@gmail.com

DISCLAIMER

The information contained in this Request for Proposals document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Tourism (the Authority) or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of

law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

DATA SHEET

S. No.	Details
1.	Name of the work : "Selection of Consultant for Setting up of Museum on the life & works of Baba Saheb Bhim Rao Ambedkar in the campus of IKGPTU, Kapurthala"
2.	Method of Selection is : Quality & Cost based Selection (QCBS)
3.	Financial Proposal to be submitted together with Technical Proposal : Yes
4.	Name of the Authority : Department of Tourism & Cultural Affairs, Punjab Plot no. 3, Sector 38-A, Chandigarh
5.	Proposals must be submitted manually not later than 3.00 PM on 01-02-2021 in the office of The Director, Department of Tourism & Cultural Affairs, Punjab.
6.	Clarifications may be requested not later than 7 days before the last date bid submission. The address for requesting clarifications is: The Director, Department of Tourism & Cultural Affairs, Punjab Plot no. 3, Sector 38-A, Chandigarh Tel. No. 0172-2694889, Email directorculture@yahoo.com , phtpbengg@gmail.com
7.	Proposals must remain valid for 90 (Ninety) days after the stipulated last date of submission.
8.	The Proposal submission address is: Same as per para 6 above

1. Introduction

The Government of Punjab has decided to develop a Museum on the life & works of Baba Saheb Bhim Rao Ambedkar. This museum is planned to be set up in the campus of IK Gujral Punjab Technical University (IKGPU) located on Jalandhar Kapurthala highway at Kapurthala on a land measuring approx. 25 acre where a world class Institute of Management in the memory of Dr. B.R Ambedkar shall also be constructed separately.

For comprehensive planning and design of the museum only, Director, Department of Tourism & Cultural Affairs, Punjab (herein referred to as the Authority) intends to engage a reputed Consultant/Consultancy firm having experience in similar type of projects on the basis of percentage of the cost of DPR or actual cost of work whichever is minimum.

Eligibility Criteria & Other Instructions :

To be eligible for being considered as Consultant, an applicant should fulfil the following eligibility criteria :

- i. Applicant may be a Single Entity or a Firm or Consortium of not more than (2) two Consultants. In case of Consortium, a copy of agreement/MOU/Partnership deed already executed between parties should be provided. The lead partner of consortium shall have minimum share of 60% and the other partner shall have a minimum share of 20%.

- ii. The Consultant/Consultancy firm must be registered with the Council of Architects, New Delhi. In case of Consortium, one of the partners must be registered with the Council of Architects, New Delhi.
- iii. The Consultant/Consultancy firm must have minimum experience of 20 years after its establishment or registration.
- iv. The Consultant/Consultancy firm must have minimum average annual receipts of Rs. 1.00 Crore from professional fees/Consultancy services during the last 3 financial years. Certificate from Chartered Accountants or Income Tax Return in support of same must be submitted with the proposal.
- v. The Consultant/Consultancy firm must have specific experience of planning & design of at least one similar project during the last 10 years. The minimum cost of the project for consideration shall be Rs. 50.00 Crore.

The similar project shall mean planning & design of History & Cultural Museum, Art & Culture Centre, Art Museum & Galleries, etc.
- vi. The Consultant/Consultancy firm shall be ineligible if it has been barred or blacklisted by any Central/State Govt. Department/Board/Corporation. An undertaking/affidavit in respect of this should be enclosed.

Other Instructions :

- i. All provisions in this Bid document are supplementary and complementary to each other and are not to be read in isolation.
- ii. The Applicant shall bear all costs related to preparation and submission of proposals at all stages and the Authority shall in no case be liable or responsible for these costs, regardless of the conduct and outcome of the selection process.

- iii. Applicants shall submit all documents in the form and manner as specified.
- iv. No separate correspondence/communication shall be entertained with respect to the bid document.
- v. Material deficiencies in providing requisite information and as requested in this document may result in summary rejection of the Application from the selection process.
- vi. Failure to provide the requested information (in given format) deemed essential to evaluate the applicant's qualifications, within the stipulated period, shall result in the applicant's disqualification.
- vii. No explanation and/or justification for any aspect of the selection process shall be given and the decision of the Authority shall be final and binding on all without any right of appeal.

2. Bid Security (Earnest Money)

- 2.1 Bid Security/EMD will be in the form of Demand Draft in favor of Director, Department of Tourism & Cultural Affairs, Punjab payable at Chandigarh from any Scheduled Commercial Bank.
- 2.2 Bid Security/EMD of the unsuccessful applicants will be returned within 15 days of Selection of Consultant.
- 2.3 Bid Security/EMD may be forfeited :
 - a. If the Applicant/Bidder withdraws the bid or seeks to modify, alter, add or subtract or put any rider on any ground whatsoever, after bid opening during the period of bid validity; or

- b. In the case of a successful bidder, if the bidder fails to sign the Agreement within specified time limit.

3.0 Submission of proposals :

The applicant shall prepare and submit the Bid Security, Technical Proposal and Financial Proposal in separate sealed envelopes as under :

3.1 Envelope 'A'-Marked as Bid Security for " Selection of Consultant for Setting up of Museum on the life & works of Baba Saheb Bhim Rao Ambedkar in the campus of IKGPTU, Kapurthala"

The contents of Envelope A - Shall be as under :

Bid Security/EMD amounting to Rs. 5.00 Lakh in the form of Demand Draft in favor of Director, Department of Tourism & Cultural Affairs, Punjab.

3.2 Envelope 'B'-Marked as 'Technical Proposal for " Selection of Consultant for Setting up of Museum on the life & works of Baba Saheb Bhim Rao Ambedkar in the campus of IKGPTU, Kapurthala"

The contents of Envelope B - shall be as under :-

1A- Technical Proposal Submission Form

1B- Proof of Consultant's/Consultancy Firm's registration/ Establishment

1C- List of Specific experience assignments with Proof

1D- Proof of Annual Average receipts from professional fees/Consultancy Services during the last 3 financial years.

1E- Qualification/Experience of Key personal proposed.

3.3 Envelope 'C' -Marked as 'Financial Proposal for " Selection of Consultant for Setting up of Museum on the life & works of Baba Saheb Bhim Rao Ambedkar in the campus of IKGPTU, Kapurthala"

This envelope should have the following marking :

"Do not open with Technical Proposal."

The contents of Envelope C - shall be as under :

Financial proposal on 'Financial Proposal submission Form 1 F'.

- 3.4 The aforesaid envelope's A, B & C shall be put inside a large envelope alongwith a covering letter and the outer envelope shall be sealed " Selection of Consultant for Setting up of Museum on the life & works of Baba Saheb Bhim Rao Ambedkar in the campus of IKGPTU, Kapurthala"
- 3.5 Each of the envelopes shall indicate the complete name, address, telephone number and Email ID of the Applicant.
- 3.6 Each Envelope shall be addressed to The Director, Department of Tourism & Cultural Affairs, Govt. of Punjab, Plot no. 3, Sector 38-A, Chandigarh and shall reach upto 01-02-2021 by 3.00 P.M.

4.0 Selection Process :

Selection process will be as under :-

The bids shall be evaluated by Tender Processing Committee (TPC) to be constituted by the Director, Department of Tourism & Cultural Affairs, Punjab. The

committee will select the Consultant in accordance with Quality & Cost Based Selection (QCBS) procedure as per following :-

- 4.1 Envelope 'A' shall be opened first and checked for correctness of Bid Security/EMD.
- 4.2 Envelope 'B' shall be opened of those applicants/bidders whose Bid Security/EMD is found to be in order. The 'Technical Proposal' shall be evaluated on the basis of applicant's experience, annual receipt from professional fees/consultancy services, Specific Experience, Qualification/ Experience of Key Personnel proposed and presentation as per details given below :

S. No.	Criteria	Max Marks
1.	<p>General Experience – 5 Marks will be given for minimum experience of 20 years.</p> <p>For experience in excess of 20 years, marks @ 1 mark per year subject to a maximum total marks of 10.</p>	10
2.	<p>Financial Soundness –10 marks will be given for minimum annual average receipt of Rs. 1.00 Crore from Professional fees/Consultancy Services during last 3 financial years.</p> <p>For annual average receipts in excess of Rs. 1.00 Crore during last 3 financial years, marks @ 1 mark for additional receipt of Rs. 0.10 Crore subject to maximum total of 20 marks.</p>	20

3.	<p>Specific Experience – 10 Marks shall be given for minimum experience of planning & design of at least one similar building during last 10 years.</p> <p>For experience in excess of planning & design of more than one similar building during last 10 years, marks @ 5 marks per similar building shall be given subject to maximum total of 20 marks.</p>	20															
4.	<p>Key Personnel Proposed</p> <table data-bbox="641 829 1282 1081"> <tr> <td>i. Team Leader</td> <td>-</td> <td>7</td> </tr> <tr> <td>ii. Principal Architect</td> <td>-</td> <td>4</td> </tr> <tr> <td>iii. Exhibit designer</td> <td>-</td> <td>3</td> </tr> <tr> <td>iv. Civil Engineer</td> <td>-</td> <td>3</td> </tr> <tr> <td>v. HVAC/Fire Fighting Consultant</td> <td>-</td> <td>3</td> </tr> </table> <p>* Evaluation of Key Personnel proposed shall be done based on their Qualification & Experience.</p>	i. Team Leader	-	7	ii. Principal Architect	-	4	iii. Exhibit designer	-	3	iv. Civil Engineer	-	3	v. HVAC/Fire Fighting Consultant	-	3	20
i. Team Leader	-	7															
ii. Principal Architect	-	4															
iii. Exhibit designer	-	3															
iv. Civil Engineer	-	3															
v. HVAC/Fire Fighting Consultant	-	3															
5.	Presentation regarding approach, methodology, work plan, vision & Concept for complete assignment.	30															

Note :

- a. Minimum score of 60 is required for qualifying in the 'Technical Proposal'
- b. A Proposal shall be rejected at this stage if it does not fulfil eligibility Criteria or if it fails to achieve the minimum Technical score indicated.

4.3 The 'Financial Proposal' of only those applicants shall be opened whose 'Technical Proposal' qualifies. The committee will determine whether the Financial Proposals are complete, and shall correct any computational errors, if any.

4.4 The lowest bidder (F_m) will be given a financial score (S_f) of 100 points. The financial score (S_f) of the other financial proposal will be computed as follows :-

$$S_f = 100 \times \frac{F_m}{F}$$

(S_f is the financial score, F_m is the lowest quote i.e. percentage quoted and F is the percentage quoted for the proposal under consideration)

4.5 The proposals will be ranked according to their combined technical (S_t) and financial (S_f) score, giving 70% weight to technical score and 30% weight to financial Score as under :

$$S = 0.70 \times S_t + 0.30 \times S_f$$

4.6 The selected applicant shall be first ranked applicant (having highest combined score).

4.7 After final selection, a Letter of Award (LOA) shall be issued by Department of Tourism & Cultural Affairs, Punjab and the successful applicant shall, within the date specified in LOA, enter into an agreement with Department of Tourism & Cultural Affairs, Punjab.

4.8 Before signing the agreement, an unconditional performance guarantee amounting to Rs. 10.00 Lakhs, in the form of Bank Guarantee (BG), shall be submitted by the successful consultant. However later on after the preparation of DPR the amount of performance guarantee shall be calculated again which shall

be equal to 10% of the consultancy fee calculated on the basis of DPR cost as prepared by the consultant. In case this amount works out more than Rs. 10.00 Lakhs then additional Bank Guarantee for the amount in excess of amount of Rs. 10.00 Lakhs shall be deposited by the successful consultant

- 4.9 The EMD of the successful applicant shall be returned after signing of the agreement.
- 4.10 The Bid Security/EMD and Financial proposals of unsuccessful applicants shall be returned unopened after completing the selection process.

General Conditions of Contract

1.0 Definitions

The **Authority** is the Department of Tourism & Cultural Affairs, Govt. of Punjab.

The Consultant is a person or Firm whose Bid has been accepted by the Authority.

The **Consultant's Bid** is the completed Bidding Documents submitted by the Consultant to the Authority and includes Technical & Financial Bid.

Communication between parties are the written and signed letters, notices, reminders, memorandum.

The **Contract** is the contract between the Authority and the Consultant. It consists of the documents listed in Clause 2 below.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **Months** are calendar months.

A **Defect** is any part of the assignment not completed in accordance with the Contract.

The **Government** or the **State Government** shall mean the Department of Tourism & Cultural Affairs, Govt. of Punjab.

The **Tender Processing Committee [TPC]** is the committee constituted by the Authority for receiving, opening, processing and evaluating the bids.

2.0 Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Works have their normal meaning under the language of the Contract unless specifically defined. The Authority will provide instructions clarifying queries about the Conditions of the Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

- a) Agreement
- b) Letter of Acceptance
- c) General Conditions of Contract

If there are varying or conflicting provisions in the documents forming part of the contract, the authority competent to approve the tender shall be the final deciding authority with regard to the intention of the document.

3.0 Language and Law

3.1 The language of the Contract shall be **English** and the law governing the contract shall be of Union of India and Govt. of Punjab.

4.0 Delegation

4.1 The Authority may delegate any of his duties and responsibilities to other person after notifying the Consultant and may cancel any delegation after notifying the Consultant.

5.0 Communications

- 5.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered under Registered post or Speed post or Facsimile (fax) or other electronic means.

6.0 Scope of Services :

The scope of services shall include necessary research work regarding life & teachings of Baba Saheb Bhim Rao Ambedkar Ji and thereafter conceptualizing, planning & design of Museum on the identified site at IK Gujral Punjab Technical University, Kapurthala. The scope of services also includes architectural & structure design of the building to be constructed for the museum. The details regarding various stages w.r.t. scope of services shall be as under :

6.1 Stage 1 - Preparation of concept Design and its approval

- i. Preparation Concept Design with overall space planning in the form of plans, drawings, sketches, models or combination thereof whichever is appropriate to communicate the Concept and making presentation before the Competent Authority in Department of Tourism & Cultural Affairs, Punjab for approval of the same.

6.2 Stage 2 - Preparation of Preliminary Design & Drawings

- i. Modification of Conceptual Design incorporating the suggestions/changes proposed by Department of Tourism &

Cultural Affairs, Punjab & preparation of preliminary drawings for approval by Department of Tourism & Cultural Affairs, Punjab.

- ii. Preparation of Rough Cost Estimates on the basis of preliminary drawings for approval by Department of Tourism & Cultural Affairs, Punjab.

6.3 **Stage 3 - Preparation of Working Drawings & Tender**

Documents

- i. Preparation of detailed tender drawings which shall include complete architectural, structural and services drawings covering electrical installation, HVAC, fire detection & fire fighting, water supply & sanitation, landscape, surface drainage, open spaces, parking, road illumination design and other services.
- ii. Preparation of detailed tender drawings for furniture, furnishing and other interior works.
- iii. Preparation of detailed specifications and schedule of quantities/Bill of Quantities (BOQ), supported with measurement sheets.
- iv. Preparation of detailed estimates of Cost (based on Punjab Common Schedule of Rates/Market rates).
- v. Preparation of analysis of rates for all non-CSR items taken in the estimate.
- vi. Submit supporting design calculations of structural design (if any) /utility design/drawings.

6.4 Stage 4 - Construction Stage :

- i. Preparation and issue of working drawings, 'Good for Construction' drawings and details for proper execution of works during construction.
- ii. Render advice on the suitability of various samples of materials, if required.
- iii. Visit site of work at intervals for clarification of drawings/decisions, verification of quality of the work, attend conferences/meetings as and when requested.

6.5 Stage 5 - Post Construction Stage :

- i. Prepare and supply 'as built' completion drawings including elevations & sections, structural details and details of services.
- ii. Preparation of documents and assisting to procure occupation certificate on completion of work.

7.0 Time Schedule

The Commencement of the Consultant's Services will be considered from the date of signing of the agreement. The time period for the completion of services shall be as under :

S. No.	Stage	Time Duration (In Days)
1.	Stage 1 - Preparation of concept Design and its approval	30
2.	Stage 2 - Preparation of Preliminary Design & Drawings	30

3.	Stage 3 - Preparation of Working Drawings & Tender Documents	60
4.	Stage 4 - Construction Stage	As per Construction Schedule
5.	Stage 5 - Post Construction Stage	30 days after completion of work.

8.0 Responsibility for Delay :

Any delay on time schedule in completing the different stages or/and in the full completion of the services, other than the delay purely attributable to Department of Tourism & Cultural Affairs, Punjab or any other agency will be attributed to the consultant. In case of such delay, compensation, as specified in Clause 10.0 below will be levied by Department of Tourism & Cultural Affairs, Punjab.

9.0 Extension of time :

Extension of time may be granted by Department of Tourism & Cultural Affairs, Punjab if reasonable and sufficient grounds as per assessment of Department of Tourism & Cultural Affairs, Punjab exists for delay by consultant in fulfilling his obligations. No financial claim shall be entertained by Department of Tourism & Cultural Affairs, Punjab attributable to such extension of time. The extension of time shall also be without prejudice to the right of the Department of Tourism & Cultural Affairs, Punjab to claim compensation from the consultant for delay.

10.0 Compensation for Delay :

The time allowed for carrying out the services as specified or agreed shall strictly be observed by the consultant and shall be essence of the contract. The work shall throughout the stipulated period of contract be processed with all diligence and in the event of failure of consultant to complete the services within agreed time schedule, due to its delays or failures; the consultant shall pay compensation @ 0.50% the total consultancy fee per week subject to maximum of 10% of the total consultancy fee payable to the consultant.

The decision of the competent authority of the Department of Tourism & Cultural Affairs, Punjab to levy compensation for delay and the amount of compensation levied is final & binding and is completely excluded from preview of the conciliation and arbitration. The amount of compensation may be adjusted or set off against any sum payable to the consultant under this contract.

11.0 Standard of Performance :

The consultant shall perform the services and carry out its obligation with all due diligence, efficiency and economy, in accordance with generally accepted professional practices.

12.0 Performance Security :

12.1 As security for the due and faithful performance and discharge of all obligations in terms of provision of the Contract, Performance Security equal to 10% of the Contract Price shall be furnished by the successful bidder to the Authority no later than the date specified in the Letter of Award. The Performance Security

shall be in the form of unconditional Bank Guarantee issued by a bank acceptable to the Authority and shall be valid until a date pursuant to completion of the assignment.

12.2 If the successful bidder fails to perform the services satisfactorily in accordance with the provision of this agreement, the Performance Security shall be forfeited.

12.3 The Performance Security will be released within 15 days of successful completion of the assignment if the performance of the successful bidder is found to be satisfactory & in accordance with provisions of the contract.

13.0 Right to limit the Scope of the Consultancy :

Department of Tourism & Cultural Affairs, Punjab reserves the right to limit the Scope of Consultancy to full or part. The Consultant will not be entitled to claim any compensation on account limiting the Scope of Consultancy.

14.0 Variation & Changes in Scope of Services :

Department of Tourism & Cultural Affairs, Punjab shall have the power to make any variations, alternations, omissions, additions to or substitutions in the original Scope of Services as per actual requirement during the time schedule and the Consultant shall be bound to carry out the variations in accordance with instructions given by Department of Tourism & Cultural Affairs, Punjab. Such alternations / additions / substitutions shall not invalidate the contract and shall be carried out by the consultant on the same conditions in all respects.

For payment of variations, the Consultant shall provide a quotations (with breakdown of unit rates) for carrying out variations. The Department of Tourism

& Cultural Affairs, Punjab shall examine the quotation and approve the rates for the variation.

15.0 Payment Terms :

The schedule of payments to the Consultant shall be as under :

S. No.	Stage	% age of Consultancy fee to be paid
1.	On Completion of Stage - 1	5% of total consultancy fee payable.
2.	On Completion of Stage - 2	10% of total consultancy fee payable.
3	On Completion of Stage - 3	40% of total consultancy fee payable.
4	On Completion of Stage - 4	40% of total consultancy fee payable.
5	1 Month after Stage - 5	5% of total consultancy fee payable

Note :

- i. For the purpose of payment of consultancy fee for different stages as mentioned above, the consultancy fee shall initially be calculated based on the approved DPR amount. However after the completion of work, the total consultancy fee shall be calculated on the basis of actual amount of work done and the consultancy fee already released shall be adjusted accordingly.
- ii. Payment for Stage-1 and Stage-2 shall be released only after completion of that Stage.

- iii. Payment for Stage-3 may be released in parts based on the services completed under Stage -3.
- iv. Payment for Stage-4 shall be released based on the physical progress of construction work.

16. Replacement of Key Personal

- 16.1 In the event that any of the key personnel proposed is found by the Department of Tourism & Cultural Affairs, Punjab to be incompetent, guilty of misbehavior or incapable in discharging the assigned responsibilities, Department of Tourism & Cultural Affairs, Punjab may request the Consultant, at the expense of the Consultant, to forth with provide a replacement with suitable qualification and experience acceptable to the Department of Tourism & Cultural Affairs, Punjab and the Consultant shall provide such replacement.
- 16.2 Should it become necessary for the Consultant to replace any of the key personnel, the Consultant shall forth with provide a replacement acceptable to Department of Tourism & Cultural Affairs, Punjab with comparable or better qualification.

17. Disputes Resolution Mechanism

In case of any dispute or differences between Department of Tourism & Cultural Affairs, Punjab and the Consultant or any disputes relating to the interpretation or enforcement of this Agreement and all related issues including any question regarding its existence, validity or termination, which cannot be amicably resolved, shall be referred to and finally settled by arbitration in accordance with

the provisions of the Arbitration and Conciliation Act, 1996 or its modified enactment, if any.

The arbitration proceedings shall be conducted in English language and the venue for the same shall be at Chandigarh. The Arbitrator shall be appointed by the Administrative Secretary to Government of Punjab, Deptt. of Tourism & Cultural Affairs on an application made by either party, within 30 days of non-resolution of such dispute. Any Award or decision of the Arbitrator shall be final and binding upon the parties. Courts situated in Chandigarh only shall have jurisdiction over this agreement.

18. TERMINATION

- 18.1 The Authority or the Consultant may terminate the Contract if the other party causes a fundamental breach of the Contract. For this purpose, notice in writing shall be served by either party on the other party clearly mentioning the particular grounds of Breach of Contract.
- 18.2 Fundamental breaches of Contract include, but shall not be limited to the following:
- (a) the Consultant fails to complete the assignment as per Scope of the Work;
 - (b) the Authority or the Consultant is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (c) the standard of performance of the Consultant, in the judgment of the Authority, is unsatisfactory; and
 - (d) If the Consultant, in the judgment of the Authority has engaged

in corrupt or fraudulent practices in competing for or in executing the Contract.

(e) If the Consultant commits any acts of defaults with respect to conditions of contract.

18.3 Notwithstanding the above, the Authority may terminate the Contract for convenience.

18.4 If the Contract is terminated the Consultant shall stop work immediately.

18.5 After the termination of the contract under this clause, the Authority shall be at liberty to get the balance work executed through some other Consultant or to abandon the balance work altogether or to modify the scope of the work in any manner. The Consultant shall have no claim against the Authority in this regard.

19. PAYMENT UPON TERMINATION

19.1 If the Contract is terminated because of a fundamental breach of Contract by the Consultant, the performance security shall be forfeited and got encashed.

19.2 If the Contract is terminated at the Authority's convenience or because of a fundamental breach of Contract by the Authority, the Authority shall issue a certificate for the value of the work done. The advance payment received upto to the date of the certificate, other recoveries due in terms of the contract and the taxes due to be deducted at source as per applicable law, shall be deducted from the value of the work.

19.3 No Compensation for Alteration in or Restriction in Works

If at any time after the commencement of the work the Authority, for any

reason whatsoever, does not require the whole Work or part thereof to be carried out, the Authority shall give notice in writing of the fact to the Consultant , who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of work not having been carried out.

20. RELEASE FOR PERFORMANCE

20.1 If the Contract is frustrated by the outbreak of war or by any other assignment entirely outside the control of either the Authority or the Consultant, the Authority shall certify that the Contract has been frustrated. The Consultant shall stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards.

Form 1A : Proposal Submission Form

[Location, Date]

From: [Name of the Firm]

To

The Director
Department of Tourism & Cultural Affairs, Punjab,
Plot no. 3, Sector 38-A,
Chandigarh

Subject: "Selection of Consultant for Setting up of Museum on the life & works of Baba Saheb Bhim Rao Ambedkar in the campus of IKGPTU, Kapurthala"

Sir,

We, the undersigned, offer to carry out the subject cited assignment in accordance with your RFP dated [Date]. We hereby submit our bid, which includes EMD, Technical and Financial Proposal in separate envelopes.

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

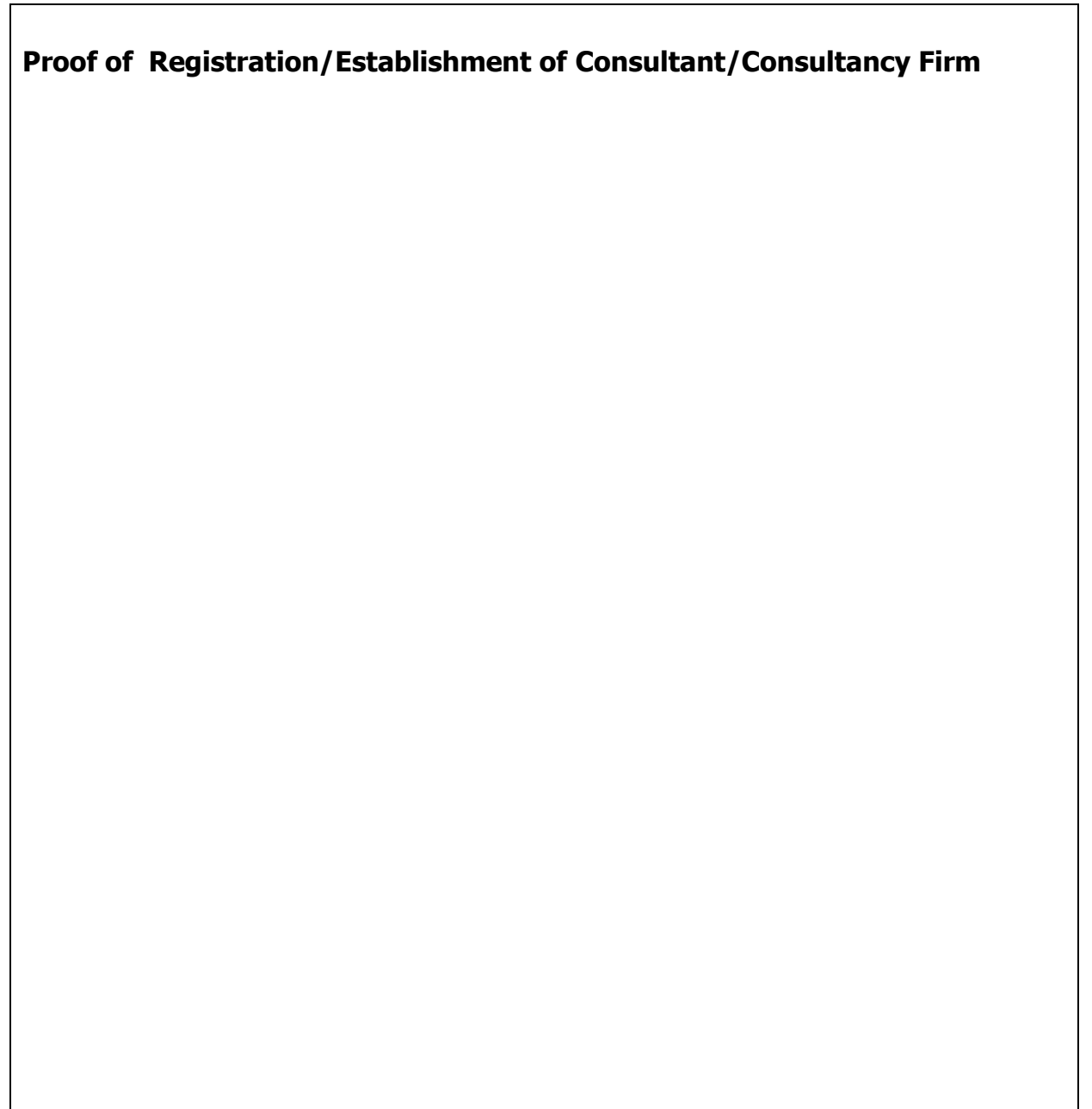
Yours Sincerely,

Signature: Name & Designation of the
authorized Signatory:
Name of Consultant:
Address:

Form 1B : Technical Proposal Submission Form

Proof of Registration/Establishment of Consultant/Consultancy Firm

Proof of Registration/Establishment of Consultant/Consultancy Firm



Form 1C : List of Similar Assignment

Part (A)

Assignment Name :	
Name of Client :	
Assignment Cost :	
Start Date (Month/Year) : Completion Date (Month / Year) :	

Note :

- i. The specific experience certificate should be signed by the Competent Authority of the organization for which assignment has been done.
- ii. Self attestation of copy of experience shall be done by the bidder.

Form 1D : Proof of Annual Average receipts from professional fees/Consultancy Services during the last 3 financial years.

The Consultant may enclose its income tax return/Tax Statement for the last three financial years for this purpose.

Form 1E : Format for Qualification/Experience of Key Personnel’s proposed

Name of Key Personnel
Designation
Date of Birth
Years with Firm/entity
Membership in Professional Societies

Key Qualification :
(Give on outline of experience and training most pertinent to tasks on assignment).
.....
.....

Education :
(Summarize college/university and other specialised education)
.....
.....

Employment Record :
(Starting with present position, list in reverse order very employment held in the last 10 years giving types of activities performed and client references).
.....
.....

Certification :
I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Date
Signature of the Key Personnel

Form 1F :

Financial Proposal

[Location, Date]

To:

The Director
Department of Tourism & Cultural Affairs, Punjab
Plot no. 3, Sector 38-A,
Chandigarh

Sir,

We, the undersigned offer our services for the work of "Selection of Consultant for Setting up of Museum on the life & works of Baba Saheb Bhim Rao Ambedkar in the campus of IKGPTU, Kapurthala" accordance with your RFP.

Our consultancy fee for the assignment shall be
.....
.....(percentage to be quoted in words and figures)
of the cost of DPR or the cost of actual work done whichever is minimum.

- Financial proposal is inclusive of all taxes & levies.
- We confirm that the financial proposal includes all costs related with the assignment.
- We confirm that the Financial Proposal conforms to all the terms and conditions stipulated in the RFP. We would be solely responsible for any errors or omissions in our Financial Proposal.
- We confirm that our Financial Proposal is FINAL in all respects and contains No conditions.

Yours Sincerely,

Signature: Name & Title of the Authorized

Signatory: Name of Consultant : Address:

