INVITATION FOR

Expression of Interest (EOI)
Cum
Request for Proposal (RFP)

For PROTECTION AND MAINTENANCE OF HISTORICAL MONUMENTS AND ARCHAEOLOGICAL SITES

Shaheed Sukhdev Thapar Memorial,
District Ludhiana, Punjab

Dated:

CLIENT:
DIRECTOR CULTURAL AFFAIRS ARCHAEOLOGICAL & MUSEUMS, PUNJAB
PLOT NO 3,
SECTOR -38-A,
CHANDIGARH- 160036
Tender Time Schedule

NIT NO. : ............................
Estimated Project Cost : 16.51 Lac
Completion Period : 6 Months

Date of Pre Bid Meeting : 22.01.2014
Due Date of Submission : 29.01.2014 till 3.00 PM
Due Date of Opening (Technical Bid) : 29.01.2014 till 3.30 PM

M/S ............................................................

Cost of Tender Document: Rs 2500.00

DIRECTOR CULTURAL AFFAIRS ARCHAEOLOGICAL & MUSEUMS, PUNJAB
PLOT NO 3,
SECTOR -38-A,
CHANDIGARH- 160036
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EXPRESSION OF INTEREST (EOI)

E bids (Expression of Interest) is invited by the Department of Cultural Affairs, Punjab for the mentioned work fulfilling the Terms and Conditions as mentioned in the Expression of Interest uploaded on websites etender.punjabgovt.gov.in and www.punjabmuseums.gov.in. Tenders can be downloaded from the same websites.

Estimated Project Cost – 16.51 Lacs

Name of the work: Conservation Work in the Protected Monument the Ancestral House of Shaheed Sukhdev Thapar (Ludhiana)

Date of Pre Bid Meeting – 22-01-2014, 3.00 PM (office of Undersigned)

Last date of Submission of the Bids – 29-01-2014 till 3.00 PM

Date of Opening the Technical Bids – 29-01-2014 till 3.30 PM

Tender Fee – Rs. 2500/- (Non-Refundable)

DNIT with detailed terms of references, conditions and other information regarding the submission of bids in response to the Expression of Interest can be downloaded by the bidders from the above mentioned website.

All purchases regarding the purchase of the bid document i.e. Tender form fee, processing fee and the Earnest money shall be deposited through online mode bidders are advised to open Bank Account with Core Banking Solution Branches (with NEFT/RTGS facility).

For participating in the above e-tendering process, the contractors shall have to get themselves registered with etender.punjabgovt.gov.in and get user ID Password. Class – 3 Digital Signature is mandatory to participate in the e-tending process. For any clarification/difficulty regarding tendering process flow, please contact at 0172-2694889.
SECTION 2
Background:

The Government of Punjab has identified the above historical monument/buildings for “protection and conservation” to be undertaken through the grant-in-aid for State Specific needs recommended by Thirteenth Finance Commission for Heritage Conservation.

List of the Monument included in the 13th Finance Commission proposals for conservation:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Project Name</th>
<th>Name of the works to be undertaken</th>
</tr>
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</table>
| 1      | Ancestral houses of the freedom fighters Shaheed Sukhdev Thapar | i) Area improvement and up-gradation of access;  
ii) Conservation and Protection of interiors and display system;  
iii) Site interpretation and outreach |

1. Agencies(s) shall quote rates for each item based on their own assessment of conceptual drawings, technical drawings and specifications enclosed along with this bid document. The amount to be filled in the column of amount quoted will be adopted as final and will form the basis of bills.

2. The time allowed for carrying out the work will be 6 months projects from the date of acceptance letter from the bidder or from the first day of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents. The time period for the execution of works may be extended by the competent authority in case of delay in exceptional circumstances.

3. Agencies are advised to inspect and examine the sites and its surroundings and satisfy themselves before submitting their bids as to the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances, which may influence or affect their bid. Agencies shall be deemed to have full knowledge of the site whether he/she inspects it or not and no extra charges consequent upon any misunderstanding or otherwise shall be allowed. Agencies shall be responsible for arranging and maintaining at own cost all materials, tools & plants, access facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents.

4. Submission of a bid by a agency implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant etc. will be required and local conditions and other factors having a bearing on the execution of the work.

5. The competent authority, does not bind to accept the lowest or any other bid and reserves to the authority to reject any, part or all of the bids received without assigning any reason(s). All bids, in which any of the prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the agencies, shall be summarily rejected.
6. Canvassing whether directly or indirectly, in connection with bids is strictly prohibited and the bids submitted by the agencies that resort to canvassing will be liable to rejection.

7. The notice inviting bid, all documents including special conditions, particular specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto, shall be the part of the agreement.

8. The Agencies shall quote his rates keeping in mind the specifications; terms & conditions; particular specifications and special conditions etc. and nothing shall be payable extra whatsoever unless otherwise specified. If the agencies does not quote the rate for any item, leaving the space blank, whatsoever, it will be presumed that the agencies have loaded the cost of this/ these item(s) on other item(s), and he will execute this /these items at zero cost, and the bid will be evaluated accordingly.

9. The department shall deduct Income Tax (TDS) on the value of work done from each bill of the agencies as per prevailing Government instructions / orders. In lieu, the department shall issue a certificate of deduction of the tax at source to the agencies, in relevant forms.

10. The competent authority reserves to himself the right of accepting the whole or any part of the bid and the agencies shall be bound to perform the same at the rate quoted.
1. GENERAL CONDITIONS:

1.1. All information called for in the enclosed document should be furnished against the relevant columns in the forms. Even if no information is to be provided in a column, a “nil” or “no such case” entry should be made in that column. If any particulars / query is not applicable in case of the applicant, it should be stated as “not applicable”. The applicants are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the applicant being summarily disqualified.

1.2. A Single Tender documents has to be duly filled for all the assignments clearly specifying the sites for which the “Bid” is being made for.

1.3. Earnest money of Rs……………………/- (Rupees 2% of Project value only) in the shape of separate Demand Draft of a Scheduled Bank, issued in favour of the Director Cultural Affairs, Archaeology and Museums, Chandigarh, Punjab has to be submitted by the agency(s) along with the financial bid. Demand Draft shall be returned to the unsuccessful bidder(s) on the same day of the opening of the bid. Whereas, the earnest money, thus submitted by the successful bidder(s) shall be retained by the Client for a duration of one year as a performance guarantee.

1.4. Applications made by telegram or telex and those received late will not be entertained.

1.5. The application should be submitted in the prescribed format as enclosed along with the bid document. The applicant should sign each page of the application.

1.6. Overwriting is not accepted. Correction, if any, should be made by neatly crossing out, with signature and date.

1.7. Employment letters, Contract copies, Work-orders, and copies of certificates from the respective clients, self-certified suitability showing technical know-how capability of the applicant should be signed and submitted.

1.8. The applicant may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission unless the Client calls it for.

1.9. The amount mentioned in the financial bids for each “Assignment” should be clearly mentioned in words and also in figures in rupee value.
1.10 As specified a Pre – Bid meeting is arranged on 22.01.2014 at 03.00 pm. in the Office of Director of Cultural Affairs, Archaeology and Museums, Archives Bhawan, Plot No.3, Sector38-A, Chandigarh - 160036. All clarifications should be sought on that day. No request for clarification will be considered after the Pre – Bid meeting.

2. DEFINITIONS:

2.1. In this document the following words and expressions have the meaning hereby assigned to them.

2.2. CLIENT: Means the Director Cultural Affairs, Archaeology and Museums, Punjab, Plot No. 3, Archives Bhawan, Sector 38-A, Chandigarh – 160036.

2.3. APPLICANT/EXECUTING AGENCY: Means the individual, proprietary firm, firm in partnership, limited company private or public or corporation, consortium of two or more individual, proprietary firm, firm in partnership, limited company private or public or corporation with a Lead Firm.

2.4. SITE – IN – CHARGE: In-Charge at Site shall be appointed by the Applicant(s) in consultation with the Director Cultural Affairs, Archaeology and Museums, Punjab, Chandigarh and shall be responsible for the day to day works at the site.

2.5. PROJECT MANAGER(S) / SUPERVISOR(S): Project Manager(s) / Supervisor(s) appointed by the Applicant(s) in consultation with the Director Cultural Affairs, Archaeology and Museums, Punjab, Chandigarh shall attend to site periodically for the duration of the project for supervising execution of project

3. METHOD OF APPLICATION:

3.1. If the applicant is an individual, the application shall be signed by him above his full typewritten name and current address.

3.2. If the applicant is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.

3.3. If the applicant is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses, or alternatively by a partner holding power of attorney for the firm. In the latter case a Certified Copy of the Power of Attorney should accompany the application. In both cases a certified copy of the Partnership Deed and current address of all the partners of the firm should accompany the application.
3.4. If the applicant is a limited company, a corporation, a consortium, the application shall be signed by a duly authorized person holding Power of Attorney for signing the application accompanied by a copy of the Power of Attorney.

3.5. The applicant should also furnish, the above case, a copy of the Memorandum of Understanding (as provided in Annexure B1-B3 as applicable) between consortium partners clearly stating the name of the “Lead member”, copy of Memorandum and Articles of Association duly signed by a “Authorized Signatory” of the Company and in case of Consortium, by respective “Authorized Signatory” of the Consortium members. Copy of the Board Resolution duly certified by one of the Directors as “True Copy” to be submitted.

4. FINAL DECISION MAKING AUTHORITY
The Client reserves the right to accept or reject any application and to annul the bidding process and reject any one or all applications at any time, without assigning any reason or incurring any liability to the applicants. Lowest Bid shall not be the final criteria. Other aspects like financial soundness, domain and technical expertise, infrastructural facilities and past work shall be considered.

5. PARTICULARS PROVISIONAL
The particulars of the work mentioned in Section – I are provisional. They are liable to change and must be considered only as advance information to assist the applicant.

6. SITE VISIT
The applicant is advised to visit the site of work, at his own cost, and examine it and its surroundings himself to collect all information that he considers necessary for proper assessment of the prospective assignment.

7. AWARD CRITERIA
A single-stage procedure shall be adopted in evaluating the proposals. For consortiums / Joint Ventures, the combined qualification and experience of all the members will be considered. Applicants qualifying in technical proposal will be eligible for financial evaluation.

7.1. Prequalification Criteria of the Applicant
Before evaluation of the Technical Proposals, applicants are expected to meet the following pre-qualification criteria, which would be a part of the Technical Proposal. Applicants failing to meet these criteria or not submitting requisite proof for supporting pre-qualification criteria are liable to be rejected at the Technical Proposal level:

7.1.1. The Applicant should have the requisite ability to follow the designs and drawings to execute the work, ability to manage complex situations and to effectively coordinate the work with the concerned offices / officers of the department. The interested parties should have academic, technical and financial capabilities on the lines, mentioned below:
7.1.1.1. **Experience** – The applicant should have a minimum of 5 years experience in executing architectural conservation works at National / State level.

7.1.1.2. **Domain Expertise** - List of associated / employed panel of domain expert(s) with experience of working in projects pertaining to architectural conservation background having worked in Large Conservation sites of Regional/ National Importance (as per the scale of Project applied for), to provide the project a professional & right direction.

7.1.2. All the Applicant(s)/ consortium members should be an Indian or an organization registered in India – Copy of Certificate of Incorporation / PAN Card. Any other relevant document (in case of individuals, partnerships & consortium) to be attached. (as per Annexure I).

7.1.3. Applicant(s) should operating for the last 5 years (in case of Consortium, at least one of the members should be operating for the last 5 years) - Certificate of Incorporation / PAN Card. (Reference as per Annexure I).

7.1.4. Applicant should have a minimum average turnover of Rs. 30 lakhs in the last 3 years (FY2010-11, FY2011-12 and FY2012-13) - Audited Profit / Loss Statement and Balance Sheet and details as per Appendix A; If the Applicant is a Consortium: Combined Average Annual Turnover (Last 3 years) should be Rs. Rs. 30 lakhs against this criteria. (As per Annexure II).

7.1.5. The applicant should attach copy of Master Roll of employed craftsmen and consent letters associated experts in the field of architectural conservation.

7.1.6. Satisfactorily completed, as a prime Executing Agency, at least one similar work of value not less than Rs15 Lacs @ (usually not less than 80% of estimated value of contract);

7.1.7. The Executing Agency or his identified sub-contractor should possess required valid electrical license for executing the building electrification works and should have executed similar electrical works totaling Rupees 10,000.00 in any one year (Please specify the year).

The information required to be submitted in the Pre Qualification for the Project should be as per format provided in Annexure I.
7.2. Evaluation of Technical Proposal

After checking responsiveness of the Technical proposal in terms of having provided the requisite data, certificate of incorporation/ registration, relevant experience documents and information etc, authorization letter, earnest money, the Technical Proposals shall be evaluated as per point system noted below. A proposal shall be rejected at this stage if it does not respond to the important aspects of EOI and it fails to achieve minimum technical score indicated in evaluation criteria:

<table>
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<th>Sl. No.</th>
<th>List of Statements</th>
<th>Methodology of Marking</th>
<th>Maximum Marks</th>
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<tr>
<td>1</td>
<td>Experience of Applicant (either under direct contract/employee/sub-contract) in at least 1 assignment on Structural Conservation Work on Dome and Arches, Restoration of Decorative Work in plaster, stone and brick and Façade restoration in large monuments having a project cost of more than `1.18 Crores in last 5 years (as per Annexure III) [LARGE SCALE PROJECTS of value 80% of contracting project cost]</td>
<td>At least 1 assignment; 3 marks per assignment max. 20</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>Experience of Applicant (either under direct contract/employee/sub-contract) in at least 1 assignment on Structural Conservation Work on Dome and Arches, Restoration of Decorative Work in plaster, stone and brick and Façade restoration in large monuments having a project cost of less than `0.15 Crores in last 5 years (as per Annexure III) [SMALL SCALE PROJECTS of value 60% of contracting project cost]</td>
<td>At least 1 assignment; 3 marks per assignment max. 20</td>
<td>20</td>
</tr>
<tr>
<td>3</td>
<td>Associated / employed panel of craftsmen with sound background &amp; experience in their respective fields of conservation work at in large monuments having a project cost of more than `0.15 Crores in last 5 years (as per Annexure IV)</td>
<td>2 marks per craftsman</td>
<td>20</td>
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<td>4</td>
<td>Experience of Applicant in modern construction works including services (sanitary and electrical), landscaping and site development in last 5 years (as per Annexure VI) (max. 20 Marks)</td>
<td>2 marks per assignment</td>
<td>20</td>
</tr>
<tr>
<td>5</td>
<td>Experience of water proofing, marine works using traditional materials in last 5 years (as per Annexure VII) (max. 10 Marks)</td>
<td>2 marks per assignment</td>
<td>10</td>
</tr>
<tr>
<td>6</td>
<td>Detail of major items of construction plant available for this work. (max. 10 Marks)</td>
<td>1 mark per equipment</td>
<td>10</td>
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Total: 100

The Maximum points that can be scored in Technical Evaluation is 100
The Minimum technical score required to qualify for the Financial Proposal Evaluation is: 70 points.
All relevant documents (self attested) to be submitted.

7.3. Evaluation of Financial Proposal

7.3.1. After the evaluation of technical proposal is completed, the department may notify those Applicants who have qualified. Financial Proposals of non-responsive bids will be returned unopened after completing the selection process. The department shall notify the Applicants selected by the above process, indicating the date and time for opening the Financial Proposals. The Financial Proposals (Annexure VIII) shall be opened publicly in
the presence of the agencies or their representatives who choose to attend. The quoted amount shall be evaluated, ranked, read and recorded.

7.3.2. The financial evaluation will be carried out as per this Clause 7.3.3. The Financial Proposal of each successful Applicant will be assigned a financial score. For financial evaluation, the total cost indicated in the Financial Proposal will be considered.

7.3.3. The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Applicant. The lowest financial proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

\[ SF = 100 \times \frac{FM}{F} \]

\((F = \text{amount of Financial Proposal of the Applicant})\)

7.3.4. The Selected Applicant shall be the First Ranked Applicant (having the highest score)

7.3.5. Proposals will be finally be ranked in accordance with their combined technical (St) and financial (Sf) scores:

\[ S = St \times Tw + Sf \times Fw; \]

where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70:0.30.

7.3.6. The Applicant achieving the highest combined technical and financial score shall be considered to be the successful Applicant (the “Successful Applicant”).

The L1 Agencies shall be invited for acceptance of the Letter of Intent.

7.4. AWARD OF CONTRACT

7.4.1. Prior to the expiration period of validity of Proposal, Client shall notify the successful Applicant the result arrived at as per the Evaluation.

7.4.2. Within (10) Ten days from the date of issue of the Letter of Intent (LOI), the successful Applicant shall accept the LOI and return the same to the Client.

7.4.3. After acceptance of LOI, the successful Applicant shall furnish performance Bank guarantee for a value of 10% of the contract value within 10 Days of issue of LOI.
7.4.4. The successful Applicant shall execute the Execution Agreement within (15) Fifteen Days of acceptance of LOI

7.4.5. Commencement of Assignment: The firm shall begin carrying out the services from the date of submission of Performance Bank Guarantee and release of mobilization advance.

8. MOBILIZATION PERIOD

8.1. Within 20 days of work order, agencies shall submit to the Director Cultural Affairs, Archaeology and Museums, Punjab, Chandigarh, the proposed layout of site offices, stores, godowns, fabrication yards, water tanks, electric points, etc. required for the approval of the Client.

8.2. Following activities shall be completed in the mobilization period.
   8.2.1. Temporary site offices for agencies.
   8.2.2. Tapping of electric connection and arranging water supply for construction
   8.2.3. Godown
   8.2.4. Obtaining approvals of local authority wherever required
   8.2.5. Establishing of workshops

9. INITIAL ADVANCE

The Maximum Initial Advance of 30% of the bid amount can be provided subject to Bank Guarantee for Mobilisation Advance of the similar amount from any Scheduled Bank. This shall be deducted from running bill as mentioned in “Performa of Bank Guarantee Against Mobilisation Advance”.

10. PAYMENT SCHEDULE

10.1. Payment up to 30% shall be made as Mobilization Advance.

10.2. Regular payments shall be made on monthly Running Bill basis against progress of work. The running bills will be first scrutinized by the Detailed Project Report Consultant and then by the Initial Assessment Report Consultant, before these are submitted to the Client for releasing the payment.

10.3. Full and final payments shall be done after final bills are submitted, first duly scrutinized by the Detailed Project Report Consultant and then by the Initial Assessment Report Consultant, and works certified by the competent authority as per approved design, drawings and specifications.
11. EXTRA WORK / VARIATIONS

All additional works and variance from those shown on the drawings and accepted by Client shall be treated as extra items of work. These shall be expressly ordered by Client in writing with prior approval of the competent authority prior to start of such works by agencies. The Executing Agency shall be paid, at the rates included in the schedule of quantities where applicable. Otherwise, if no such item is available, actual rate analysis shall be prepared considering market rates of labour and materials with agencies’ profit at 12% added to such cost thus arrived plus wastage and contingency of 5%. Agencies shall have to produce quotations to support the rate analysis. Rate approved by Client or his representative for such items shall be final.

12. ARBITRATION

12.1. Any dispute or differences whatsoever arising out or in connection with this Contract, including any question regarding its existence, shall be mutually resolved in the first instance and if not resolved the same shall be referred to and finally resolved in terms of the Indian Arbitration Act 1996 and the award made in pursuance thereof, shall be binding on the parties.

12.2. This Contract shall be governed in all respects by the Laws of India Union in Force.

12.3. The engagement entered into between the client & the Executing Agency may be terminated at any time by either party on expiry of notice of three months. The termination however will not come into force expect on the following specific grounds.

a) On the clients side, only when the Executing Agency violates any of the terms of this agreement.

b) On the Executing Agency side, only if the client is not making timely payments to the Agency of the services rendered by it.

12.3. Notices shall be sent to either party by Registered Id mail at the respective addresses as provided at the header of this Contract and a notice would be considered received fourteen days after it was sent.

12.4. The Competent Courts of Chandigarh shall only have the Jurisdiction for settlement of disputes.

13. WARRANTY / ANNUAL MAINTENANCE CONTRACT

13.1. That the agencies shall provide a warranty of one year from the date of installation to all works for its fabrication defects only.
13.2. That the agencies shall attend the maintenance and any other kind of works pertaining to the works on actual payment basis, if required after the expiry of one-year term for a period of three years thereafter under AMC.

14. POWERS AND DUTIES

14.1. Client (Director Cultural Affairs, Archaeology and Museums, Punjab, Chandigarh) shall accept the bid, award the contract and make mobilization advance, running and final payments etc as per procedure given above in the topic “Payment Schedule”.

14.2. Executing Agency shall be responsible for overall execution of the project unless otherwise specified. He shall carry out following works with the assistance of Officer(s) nominated by the Client: Ensure that the work is carried out generally in accordance with approved conceptual designs, drawings and specifications.

14.3. Client shall be responsible for coordinating between the Project Technical Consultant and Agency(s) with regard to the issue of clarifications on drawings and other instructions.

14.4. Client shall hold regular site progress meetings at site with the Executing Agency for evaluation and executions of programme and review the periodical reports.

14.5. Works under this Contract shall be executed as per specification and workmanship as laid down in Contract, under the direction, supervision and approval of Client. He shall direct at what point or points and in what manner work is to be commenced and from time to time to be carried on. But such directions and instruction do not in any way exonerate the Executing Agency from obligation to remedy any defects, which are brought to his notice by the Client, or his representative(s) at any stage of the work or after it is completed.

14.6. The sources of materials stated in the specifications are those which materials are generally available. However, materials not confirming to specifications shall be rejected even if they come from the stated or other sources and should be tendered accordingly.

14.7. Any treasure coins or articles of antiquity in site during excavation are to be handed over to the Employer.

14.8. During the progress of the work and Defects Liability Period the Executing Agency shall provide proper means of access within gangways, ladder etc. and the necessary attendance to move as directed for the inspection or measurements, of the works by the Architect, and/or their representatives.
14.9. Samples of each class of materials and workmanship shall be submitted by the Executing Agency for the approval of the Architect and after such approval, these samples shall be deposited at any place the Architect may choose and the Executing Agency will required to perform all the works of this contract in accordance with these samples.

14.10. Client shall carry out jointly with the Monitoring agencies or their representative, measurements for works executed. Bills thus prepared shall be submitted to the Client. Client or his representative(s) decision in this regard shall be final.

14.11. **DRAWINGS** - All Technical Drawings will be supplied by the Client or his representative to the Executing Agency.

14.12. **STANDARDS** - All the standards will be followed by the Executing Agency as per the Specification list and other codes.

14.13. **TAXES, LEVIES, DUTIES** - Applicant shall be responsible to pay to appropriate authority, all taxes, custom duties, levies, sewerage fees, royalties, octroi, sales tax, vat, income tax, etc., as applicable from time to time.

14.14. **WATER SUPPLY** - Executing Agency shall make suitable and sufficient arrangement for the storage of water required for the conservation work and also for the water required for drinking needs for his staff and labour. He shall get the water checked to ensure that water is suitable for drinking purposes.

14.15. For construction purpose the water supply is to be arranged by the Applicant by getting a well bored or from any other adequate source of supply – however, he shall be solely and exclusively responsible to get the requisite permissions, where ever required for carrying out such activity, adhere to safety and security of the source of such water. The Client will not be responsible for any manner for this activity of the Applicant.

14.16. **ELECTRIC SUPPLY** - Electric power, both for Construction and lighting shall be arranged by the Agencies at their expense. The agencies shall arrange at his own cost the necessary switchboards and other Switchgears etc., and shall be responsible for their maintenance, safety and security. Requirement of power shall be calculated by the agencies within 7 days of receipt of letter of intent / work order. Further distribution shall also be done with approval by the agency at their cost. He shall provide for requisite clearances for overhead lines to facilitate easy movement of machinery. These shall be shifted and rerouted at agencies cost during execution of work if the same are found to obstruct any other work of any agency working at site or requires shifting due to unforeseen reasons. On completion of the work the agencies shall remove all wiring installed by him and make good any disturbance or damage done, to the satisfaction of Client.
14.17. The agency shall employ certified electrician for carrying out this work. Agencies shall have own standby DG set to meet his requirement of power when supply from Client system is disturbed and no claim whatsoever on account of disruption of electric supply will be entertained.

14.18. **SITE DRAINAGE/CLEANING/NUISANCE** - Water, which may accumulate on the site during the progress of the work, shall be removed from the site to the satisfaction of the Client or his representative at the Agencies’ cost.

14.19. Site shall be maintained free from rubbish. Proper stacking of all materials, etc. needed for work on day-to-day basis shall be organized in proper stacks. Heaps in unplanned manner and un-orderly fashion shall not be permitted. Client’s decision in this matter shall be final.

14.20. The agencies(s) shall not, at any time, do cause or permit any nuisance on the site or do anything, which shall cause unnecessary disturbance or inconvenience to Client, tenants, neighbors or occupiers of other properties near the site and to the public in general.

14.21. **SAFETY CODE** - The agencies shall, at his own expense, arrange for the safety provisions as required by the Client or his representative, in respect to all labour directly or indirectly employed for performance of the work and shall provide all facilities in connection therewith, tenants, neighbors and public in general. In case the agencies fail to make arrangements to provide necessary facilities as aforesaid, the Client or his representative shall be entitled to do so and recover the cost thereof, from the agencies.

14.22. **WATCHING AND LIGHTING** - The agencies shall provide and maintain at own cost all areas fully ventilated, lighted, guarded. Any instruction in this regard given by Client or his representative for the protection of the work or for safety and convenience of those employed on the works or the public shall be carried out at agencies’ cost.

14.23. **FIRE PRECAUTIONS** - The agencies shall at his own cost comply with regulations of the controlling authority in force at the site of the works relating to the precautions to be taken against fire hazards.

14.24. **ACCIDENTS** - The agency shall be responsible for compensation / insurance for any type of accident or injuries for his employees / workers and shall attend at its own cost. The Client shall not be responsible for such incident and shall bear no liability for compensation / insurance etc.
14.25. **USE OF SITE** - The agencies shall not use any portion of the site for purpose not connected with the works without the prior written approval of the Client or his representative. He shall maintain permanent and site access roads free of spillage and shall not interfere with the flow of traffic. The site shall only be used for works and accommodation for the craftsman.

14.26. **PROTECTION** - Adequate protection against any form of damage or deterioration shall be provided for all sections of the works. This shall include protective tapes, casings, guardrails and the like, which shall be provided if necessary. Particular care shall be taken to self-finished surfaces during the application of adjacent work. Steps taken in pursuance of this clause, the agencies shall carry out all as directed and instructed by Client or his representative to his satisfaction.

14.27. **EQUIPMENT** - The Executing Agency shall provide a list of machines (Annexure VIII) to be available on site during the implementation works like chakki mixer, brick grinder/surkhi maker, compressor for water curing, water tank etc. It is mandatory to have slaking pits on site. Availability of any other requirement on site as per the works as cited by the DPR consultant should be taken into account by the Agency before signing of contract. All the material from the site like chakki, pits etc. are to be removed from the site by the contractor after the completion of the works and has to be cross checked by the DPR consultant.
**Requirement of Domain/Technical Expert (s) in the panel of the agency(s)**

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<tr>
<th>Sl. No.</th>
<th>Discipline/ Designation</th>
<th>Minimum Qualification of Technical Representative</th>
<th>Minimum Experience Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Manager</td>
<td>Domain Expert with a Master’s Degree in Architecture and specialization in Conservation Architecture/ Experience in working on Heritage Conservation sites [Requirement of Project Manager for Grade I sites like Qila Mubarak]</td>
<td>8 yrs</td>
</tr>
<tr>
<td>2</td>
<td>Site-in-charge</td>
<td>Domain Expert with Bachelor degree in Architecture and specialization in Conservation Architecture/ Experience in working on Heritage Conservation sites</td>
<td>5 yrs</td>
</tr>
<tr>
<td>3</td>
<td>Craftsman</td>
<td>Domain Expert with experience in their respective fields of conservation work and specialization in Conservation Architecture</td>
<td>5 yrs</td>
</tr>
</tbody>
</table>

15. Documents comprising Bid:

15.1. Tenderers fortheselectionofthe Applicantsshould submit in separate packets as per the number of sites applied for put into one packet, which should consist of:

15.1.1. **Part I- “Prequalification Criteria of the Applicant”**
   a) Annexure I: Applicant’s Profile &
   b) Annexure II: Financial Information

15.1.2. **“Technical Bid”**-
   a) Technical competence - Annexure III, IV, V, VI, VII & VIII
   a) Earnest Money in a separate cover marked ‘Earnest Money’;
   b) Authorized address and contact details of the Bidder having the following information:
      c) Address of communication:
         Telephone No. (s) : Office :
         Mobile No. :
         Facsimile (Fax) No.
         Electronic Mail Identification (E-mail ID):
      d) Undertaking by Applicant – Annexure X
   f) Any other information/documents required to be completed and submitted by bidders, as specified in the conditions of Contract
   g) An affidavit affirming that information he has furnished in the bidding document is correct to the best of his knowledge and belief. (Annexure XI)
   h) A signed copy of Project Implementation Roadmap (Programme Evaluation & Review Technique, PeRT) & Schedule of Site Management including important Milestones for Review [As Per Annexure C-3]

15.1.3. **“Financial Bid-___________Project name)”**
a) Form of Bid as specified in Annexure IX;

b) Priced bill of quantities for items specified in Section 7;

15.1.4 Each part shall be separately sealed and marked as per its contents as listed here.

15.1.5 The following documents, which are not submitted with the bid, will be deemed to be part of the bid.

<table>
<thead>
<tr>
<th>Section</th>
<th>Particulars</th>
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<tbody>
<tr>
<td>1</td>
<td>Notice inviting Tender</td>
</tr>
<tr>
<td>2</td>
<td>Instruction to the bidders</td>
</tr>
<tr>
<td>3</td>
<td>Conditions of Contract</td>
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<tr>
<td>4</td>
<td>Contract Data</td>
</tr>
<tr>
<td>5</td>
<td>Specifications</td>
</tr>
<tr>
<td>6</td>
<td>Drawings</td>
</tr>
</tbody>
</table>

15.2. Agencies submitting proposal will not be permitted to alter or modify their bid after the expiry of the deadline for receipt of bid.

15.3. The Tenure of the Applicant firm selected through this process will be for duration of two years.
## ANNEXURE I

### APPLICANT PROFILE

1. **Name of applicant with full address**

2. **Full address of the Applicant**

3. **Constitution of the Applicant**
   - Association/ consortium of individual(s) / partnerships/ companies/ domain expert(s) of archaeology / art / history / museum background.

4. **Names and address of the association/ consortium members (if applicable)**
   - **Lead Firm**
     - Name: [Name]
     - Address: [Address]
   - **Member 1**
     - Name: [Name]
     - Address: [Address]
   - **Member 2**
     - Name: [Name]
     - Address: [Address]

5. **Registration No. of the Applicant (copies of Incorporation Certificate / Partnership Deed of all Consortium members to be enclosed)**
   - **Name of Applicant/ Partners/ Consortium members**
   - **Registration No. (if applicable)**
   - **Date of Incorporation**

6. **Copy of PAN Card of the Applicant (copies of PAN Cards of all Consortium members to be enclosed)**
   - **Name of Applicant/ Partners/ Consortium members**
   - **PAN Number**

7. **Name and address of the person holding the Power of Attorney**

8. **Correspondence Tel. No.**

9. **Correspondence Fax No.**

10. **Correspondence Email**

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1. The name of the Consortium, if so desired and backed by document will be valid
2. The address of one of the Consortium members can be mentioned, if so desired in the MOU
FINANCIAL INFORMATION

Audited Annual Accounts to be submitted, duly supported by copies of Balance Sheet, Profit & Loss account along with the Auditor’s Report, Director’s Report and Schedules for the last three years.

The Gross Annual Turnover of the Applicant as submitted by the applicant (in case of the Partnership/ Joint Venture/ Consortium – the combined Turnover of the members) to the Income Tax Department to be duly certified by the Chartered Accountant:

(Amt. in Rupees)

<table>
<thead>
<tr>
<th></th>
<th>2010-2011</th>
<th>2011-2012</th>
<th>2012-2013</th>
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<tbody>
<tr>
<td>Gross Annual Turnover of the Applicant / Lead organization</td>
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<td>Gross Annual Turnover of the Member 1 of the Joint-venture/ Consortium</td>
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<td>Gross Annual Turnover of the Member 1 of the Joint-venture/ Consortium</td>
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<td>Gross Annual Turnover of the Member 1 of the Joint-venture/ Consortium</td>
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<td>Total</td>
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Signature of Charted Accountant with seal

Signature of Authorized Signatory of Applicant (s)
TECHNICAL COMPETENCE

SCHEDULE ‘A’- Experience of on Structural Conservation Work on Dome and Arches, Restoration of Decorative Work in plaster, stone and brick and Façade restoration in large sites and monuments having a project cost of more than ..........Crores in last 5 years

<table>
<thead>
<tr>
<th>S. No</th>
<th>Capacity in which work was done</th>
<th>Financial Year</th>
<th>Client Organization</th>
<th>Brief details of Work</th>
<th>Funding Agency / Scheme</th>
<th>Supporting document Attached (YES/NO)</th>
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Signature of Authorized Signatory of Applicant(s)

**Note:** Absence of copies of Employment Letter/ Contract Letter/ Work Orders/ MOUs shall lead to non consideration of experience.

**Evaluation Criteria:** 3 mark per assignment with a Maximum Marks of 20

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Please specify in Capacity as direct Executing Agency/ employee of Executing Agency/ sub-contractor

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3Please specify in Capacity as direct Executing Agency/ employee of Executing Agency/ sub-contractor
Annexure IV

**TECHNICAL COMPETENCE**

SCHEDULE ‘B’—Experience of on Structural Conservation Work on Dome and Arches, Restoration of Decorative Work in plaster, stone and brick and Façade restoration in large sites and monuments having a project cost of less than ……….Crores in last 5 years

<table>
<thead>
<tr>
<th>S. No</th>
<th>Capacity in which work was done</th>
<th>Financial Year</th>
<th>Client Organization</th>
<th>Brief details of Work</th>
<th>Funding Agency / Scheme</th>
<th>Supporting document Attached (YES/NO)</th>
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**Evaluation Criteria:** 3 mark per assignment with a Maximum Marks of 20

Annexure V

**TECHNICAL COMPETENCE**

SCHEDULE ‘C’ – Associated / employed panel of craftsman with sound background & experience in their respective fields of conservation work at sites of large monuments having a project cost of more than ……….Crores in last 5 years

(Use separate sheet if necessary)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of Person</th>
<th>Qualification</th>
<th>Designation</th>
<th>Experience</th>
<th>Work to be put on</th>
<th>Consent Letter (YES/NO)</th>
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A. Technical Personal

1. 

2. 

B. Administrative Personal

1. 

2. 

C. Master Craftsmen

1. 

2. 

D. Craftsmen

1. 

2. 

E. Any other

---

*Please specify in Capacity as direct Executing Agency/ employee of Executing Agency/ sub-contractor*
| 1. |  |  |  |
| 2. |  |  |  |

**Signature of Authorized Signatory of Applicant(s)**

**Note:** Absence of Master Roll Copy and original Consent letters shall lead to non-consideration of experience.

**Evaluation Criteria:** 2 mark per craftsman with a Maximum Marks of 20
Annexure VI

TECHNICAL COMPETENCE

SCHEDULE ‘D’- Experience of Applicant in modern construction works including services (sanitary and electrical), landscaping and site development in last 5 years

<table>
<thead>
<tr>
<th>S. No</th>
<th>Capacity in which work was done</th>
<th>Financial Year</th>
<th>Client Organization</th>
<th>Brief details of Work</th>
<th>Supporting document Attached (YES/NO)</th>
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Signature of Authorized Signatory of Applicant (s)

Note: Absence of copies of Employment Letter/Contract Letter/Work Orders/ MOUs shall lead to non consideration of experience.

Evaluation Criteria: 2 marks per assignment with a Maximum Marks of 20

Annexure VII

TECHNICAL COMPETENCE

SCHEDULE ‘E’- Experience of water proofing, marine works using traditional materials in last 5 years

<table>
<thead>
<tr>
<th>S. No</th>
<th>Capacity in which work was done</th>
<th>Financial Year</th>
<th>Client Organization</th>
<th>Brief details of Work</th>
<th>Supporting document Attached (YES/NO)</th>
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Signature of Authorized Signatory of Applicant (s)

Note: Absence of copies of Employment Letter/Contract Letter/Work Orders/ MOUs shall lead to non consideration of experience.

Evaluation Criteria: 2 marks per assignment with a Maximum Marks of 10

Please specify in Capacity as direct Executing Agency/employee of Executing Agency/sub-contractor

Please specify in Capacity as direct Executing Agency/employee of Executing Agency/sub-contractor

5 Please specify in Capacity as direct Executing Agency/ employee of Executing Agency/ sub-contractor

6 Please specify in Capacity as direct Executing Agency/ employee of Executing Agency/ sub-contractor
**Annexure VIII**

**TECHNICAL COMPETENCE**

Schedule- 'F' - Detail of major items of construction plant available for this work.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars</th>
<th>Make</th>
<th>Year of Manufacture</th>
<th>Nos.</th>
<th>Whether owned or confirmed lease</th>
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<tbody>
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Signature of Executing Agency

**Evaluation Criteria:** 1 mark per equipment with a Maximum Marks of 10
Annexure IX

FINANCIAL BID

COST OF SERVICES OF THE PROJECT – “________________________________________”

Our Financial Proposal for Project is for the sum of Rs.________________________________________
(Amount in words). This amount is inclusive of all other
taxes but exclusive of service taxes.

Signature of Authorized Signatory of Applicant(s)

Evaluation Example: The Bid amount of entity “A” is lowest i.e. Rs.50 lacs. Entity “B” quotes the Bid
amount as Rs.60 lacs. The points will be awarded as follows
a) Maximum marks will be awarded to “A” i.e. 20 marks.
b) Entity “B” will be awarded percentile marks vis-a-vis entity “A”. The calculation to be done for entity “B”
will be: 20x50/60=16.67 marks
Annexure X

Declaration By the Applicant

I/ We ________________________________ having our office at _______ the undersigned, offer to execute the Conservation and Architecture Protection and maintenance of Historical Monuments & Archaeological sites in Punjab in accordance with your Request for Proposal dated {______________________}.

I/We have read all the Terms & Conditions of the tender floated by Directorate Cultural Affairs Archaeological & Museums, Punjab, Govt. of Punjab and agree to abide by all the Terms & Conditions set forth therein. Having examined the plans, specification and schedule of quantities for the work prepared by your Directorate Cultural Affairs Archaeological & Museums, Punjab I/ we hereby offer to execute the work at the rates which I/ we have quoted for respective items specified. I/ we here with enclose my/our DD No ………………………… Dated …………………………………

Name of the bank……………………………… for Rs…………………… as earnest money for execution at my/our tendered rates.

We hereby submit our proposal which includes a minimum Eligibility Criteria, a Technical Proposal, and a Financial Proposal.

We understand you are not bound to accept any proposal you receive. In the events of this tender being accepted I/ we agree to enter into agreement as & when required to execute the work.

Yours sincerely,

Signature:
Name of Applicant:
Address:
Annexure XI

To be given on Non Judicial stamp

Paper Rs-10.00 duly attested by

Oath Commissioner/ Notary Public.

Affidavit

I/We-------------------------Proprietor/Partner/Authorized signatory of M/S--------------------------under take the oath that the information furnished by me/us in the Components of Technical Competence (Schedule A-G) of the Technical Bid for the Project .........................................................., Punjab is correct to the best of my knowledge & nothing has been hidden. If any information is found to be incorrect Directorate of Cultural Affairs, Archaeology and Museums has right to reject the Bid and take action against me/us as per rules.

------------------
Proprietor/Partner/Authorized
Signatory of
M/S-----------------------------
FORMAT FOR BID SECURITY

BID SECURITY
(To be issued by a Bank, as defined in this RFP)

To,
Director Cultural Affairs Archaeology & Museums, Punjab
Archives Bhawan, Plot No.3,
Sector-38A,
Chandigarh 160036

1. In consideration of Directorate Cultural Affairs, Archaeological & Museums, Punjab, (hereinafter called “DCA” which expression shall include any entity which DCA may designate for the purpose) having agreed, inter alia, to consider the bid of [*********] (hereinafter referred to the “Executing Agency” which expression shall include their respective successors and assigns) which will be furnished in accordance with the terms of the Request for Proposals for the Archaeological Conservation (hereinafter called the “RFP”) in lieu of the Executing Agency being required to make a cash deposit, we [*******************] [name of the Bank and address of the issuing branch], hereinafter called the “Bank” which expression shall include our successors and assigns, as to bind ourselves our successors and assigns do at the instance of the Executing Agency hereby unconditionally and irrevocably undertake to pay as primary obligor and not as surety only to DCA without any demur protest or demand and without any proof or condition the sum of Rs. ______________/- (Rupees ___________ only).

2. We, the Bank, do hereby unconditionally and irrevocably undertake to pay forthwith the amounts due and payable under this Guarantee without demur and on first demand and without any delay merely on a written demand from DCA or under the hand of any of the employee of DCA or any other person or entity duly authorised by DCA in this regard, stating that the amount claimed is due by reason of the occurrence of any of the events referred to in the RFP. Any such demand made on the Bank by DCA under the hand of any of the employees of DCA or any other person or entity duly authorised by DCA in this regard shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, the Bank’s liability under ‘this Guarantee shall be restricted to an amount not exceeding Rs ______________/- (Rupees ___________ only). This Guarantee will remain in force for the period specified in paragraph 4 below and unless a demand or claim in writing is made by DCA on the Bank under this Guarantee, not later than 6 (six) months from the date of expiry of this Guarantee, all rights of DCA under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

3. We, the Bank unconditionally undertake to pay to DCA any money so demanded under this Guarantee notwithstanding any dispute or disputes raised by the Executing Agency or any other party including in any suit or proceeding pending before any court or tribunal relating thereto or any instructions or purported instructions by the Executing Agency or any other party to the Bank not to pay or for any cause to withhold or defer payment to DCA under this Guarantee. The Bank’s liability under this Guarantee is irrevocable, unconditional, absolute and unequivocal. The payment so made by the Bank under this Guarantee shall be a valid discharge of the bank’s liability for payment hereunder and the Master Planner & Bid Manager shall have no claim against the Bank for making such payment.

4. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect up to and until 17:00 hours on the date which falls Sixty (60) days beyond the Proposal Validity period (180 days after the last date of submission) i.e. ………………. (hereinafter called “the End Date”). Unless a demand or claim under this Guarantee is made on the Bank by DCA or under the hand of any of the
employee of DCA or any other person or entity duly authorized by DCA in this regard, in writing on
or before the said End Date, the Bank shall be discharged from all liability under this Guarantee
thereafter.

5. We hereby agree to renew and extend the validity of this guarantee for a period not exceeding one year
from the End Date on a request made by DCA or under the hand of any of the employee of DCA or
any other person or entity duly authorized by DCA in this regard.

6. We, the Bank further agree with DCA that DCA shall have the fullest liberty without the Bank’s
consent and without affecting in any manner the Bank’s obligation hereunder to vary any of the terms
and conditions of the RFP or to extend or postpone the time of performance by the Executing Agency
or any other party from time to time or postpone for any time or from time to time any of the powers exercisable by DCA against the Executing Agency or any of them
and to enforce or to forbear from enforcing any of the terms and conditions relating to the RFP and the
Bank shall not be relieved from it liability by reason or any forbearance act or omission on the part of
Govt. of Punjab, or any indulgence given by DCA to the Executing Agency or any other party or by
any such matter or thing whatsoever which under the law relating to securities would, but for this
provision, have the effect of so relieving the Bank.

7. To give full effect to the obligations herein contained, DCA shall be entitled to act against the Bank as
primary obligor in respect of all claims subject to this Guarantee and it shall not be necessary for DCA
to proceed against the Executing Agency or any other party before proceeding against the Bank under
this Guarantee and the Guarantee herein contained shall be enforceable against the bank as principal
obligor.

8. This Guarantee will not be discharged or affected in any way by the liquidation or winding up or
dissolution or change of constitution or insolvency of any individual member of the Executing Agency
or any other party or any change in the legal constitution or insolvency of the Executing Agency or any
other party or any change in the legal constitution of the Bank or GOUK.

9. We, the bank lastly undertake not to revoke this Guarantee during its currency.

10. Notwithstanding anything contained herein.

   a. Our liability under the Bank Guarantee shall not exceed Rs ______________/- (Rupees
      _______________ only)

   b. The Bank Guarantee shall be valid up to _____, 20__.

   c. Unless a demand in writing is made upon us on or before __________, [date] or any other
      extended date, all our liability under this guarantee shall cease.
IN WITNESS WHEREOF THE BANK HAS SET ITS HANDS HERETO ON THE DAY, MONTH AND YEAR MENTIONED HEREUNDER.

Signed and Delivered
On behalf of ………………….(Bank name) (Signature)

(Date)

by the hand of Mr ……………
(name of authorized signatory)

Designation

Note:

a. Address of the controlling office of the issuing branch with phone number and fax number to be provided.

b. Authenticated copy of Letter of Authority authorizing the signatory of this guarantee to execute the same to be enclosed herewith).
PROFORMA OF BANK GUARANTEE AGAINST MOBILISATION ADVANCE

To be executed on NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE

BANK GUARANTEE BOND (RE: MOBILISATION ADVANCE)

Ref: __________________________
Bank Guarantee No.________________
Date:________________________

To,
Director Cultural Affairs Archaeology & Museums, Punjab
Archives Bhawan, Plot No.3,
Sector-38A,
Chandigarh 160036

Whereas vide a Contract Agreement dated............. (Hereinafter called the said “Contract Agreement”) you have awarded the work of .............(job description)............ for Directorate Cultural Affairs, Archaeological & Museums, Punjab, (hereinafter called “DCA” which expression shall include any entity which DCA may designate for the purpose) to M/s. ............(name of contractor)............ registered under the ..................and having its registered office at..............(address of the agency)................, hereinafter called the said “Contractor”, (which expression shall, where the context so admits, include the said M/s __________ (Contractor’s Name)________, their respective Boards of Directors, successors in office, successors in interest, administrators and assignees etc.), on the terms & conditions mentioned therein.

AND WHEREAS Directorate Cultural Affairs, Archaeological & Museums, Punjab, has agreed to pay to the said Contractor a sum of Rs. ...................(Rupees............... amount in words....................) as Mobilisation Advance being 30% of the contract sum, which is to be recovered in 10 (Ten) equal installments starting from 2nd R.A. Bill being submitted by the Contractor.

The said Contractor has agreed to refund you the balance, unrecovered sum in the event of the said Contract Agreement being terminated or coming to an end for whatever reason.

NOW in consideration of the premises and at the request of the said Contractor, WE the undersigned .........bank name ........., having its office at ................bank address........................ do hereby absolutely irrevocably and unconditionally guarantee (as primary obligor and not merely as surety) that in the event of the said contractor failing, neglecting or refusing for any reason whatsoever to refund and repay to your company, by banker’s cheque / demand draft favouring“M/s.........................” and payable at ................., the said sum of Rs. ........amount........ upon the termination of the said Contract Agreement or it coming to an end for whatever reason we shall pay to your company without any protest, objection or demur or raising any dispute or contention whatsoever the sum of Rs. ......amount........ or any amount to the extent of the said value. Such demand by your company shall be final and conclusive of the failure, neglect, default or refusal by or on the part of the said Contractor to refund and repay to DCA, the said sum of Rs. ........amount........ or any part thereof.

WE the guarantor expressly agree that our liability and obligations under this guarantee shall be continuing absolute unconditional and irrevocable irrespective of (i) any dispute or difference of
whatsoever nature between the said Contractor and DCA under the said Contract Agreement or any claim or contentions of whatsoever nature of the said Contractor made under or in pursuance of the said Contract Agreement (ii) any invalidity, illegality, irregularity or unenforceability for any reason of the said Contract Agreement. (iii) any other circumstances and considerations which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor including without limitation, any failure, omission or delay in the enforcement by your Company of any of the obligations of the said Contractor under the said Contract Agreement.

Our liability as guarantor under this guarantee shall not be discharged, released, altered or otherwise affected in any manner by reason of any arrangement or compromise made between the said Contractor and your Company or by any time forbearance or other indulgence whether as to payment performance or otherwise given or agreed to be given by your Company to the said Contractor in respect of all or any of its obligations under the said Contract Agreement and WE (as primary obligor and not merely as surety) expressly waive indulgence of any kind whatsoever as well as any requirement that your Company exhaust any right or any remedy to take any action against the said Contractor under the said Contract Agreement or otherwise and WE hereby expressly consent to any extension of the duration of this guarantee as requested by the said Contractor. Without prejudice to the generality of the foregoing WE hereby expressly and irrevocably waive all claims for waiver, release, surrender and compromise and all defenses of set off, counter claims, recoupments and reductions, limitations and impairments.

WE the guarantors hereby expressly agree that we hereunder shall not be discharged or released or altered or impaired or affected in any manner by any change in the constitution or structure of our Bank or by merger or amalgamation by our Bank with any other Bank, Company, Corporation or Body.

We hereby expressly agree that our liability hereunder shall not be discharged or released or altered or impaired in any manner by any change in the constitution structure or powers of the said contractor or of your company.

We the guarantor absolutely irrevocably and unconditionally agree that (a) DCA shall be entitled to enforce this guarantee without making any demand on or taking any action or proceedings against the said Contractor and (b) the guarantee herein contained shall be continuing guarantee and as such shall remain in full force, virtue and effect and shall be binding in accordance with its terms on us and enforceable against us.

Notwithstanding anything contained hereinbefore, WE the .........................................................., hereby irrevocably and unconditionally undertake to pay Directorate Cultural Affairs, Archaeological & Museums, Punjab, by banker’s cheque / demand draft favouring “M/s……………………………….” and payable at ............................... on First Demand without protest or demur or proof of condition any and all amount demanded by DCA in writing, with reference to the guarantee and that the liability of the .......................................................... under this guarantee is restricted to Rs................ .................................. (Rupees........................ amount in words................ only). Our guarantee shall remain in force until ...........date..... Unless a claim in writing is presented to us during the validity period of this Guarantee, all your rights under this guarantee shall be forfeited and we shall be discharged of our liability hereunder. The liability under this guarantee shall be progressively reduced by the amount of repayment made by the contractor, from time to time or recoveries towards mobilization advance affected from the contractor’s running account bills and certified by your company.
Notwithstanding any thing contained herein:

1. Our liability under this Guarantee shall not exceed Rs. ……………. (Rupees ……….. only).

2. This Bank Guarantee shall be valid upto ……………..and

3. We are liable to pay the Guarantee Amount or any part thereof only if you serve upon us a written claim of demand on or before ……-(validity date)-……

IN WITNESS WHEREOF THE BANK HERETO HAS SIGNED THIS GUARANTEE ON THIS ……….. DAY OF ……..MONTH-… 2013, AT CHANDIGARH IN THE PRESENCE OF FOLLOWING WITNESS:

SIGNED AND DELIVERED BY the within named BANK …………….name of bank………..

(________________)
Authorised Signatory Seal of the Bank

IN THE PRESENCE OF:

Witnesses:

1.

2.
APPENDIX B-1

FORMAT FOR POWER OF ATTORNEY FOR LEAD PARTNER OF JOINT VENTURE

POWER OF ATTORNEY
(On Non-judicial stamp paper of Rs 100 duly attested by notary public)

Whereas the Directorate Cultural Affairs Archaeological & Museums, Punjab (DCA) has invited Proposals from interested parties from Archaeological Conservation for the work of Protection and Maintenance of Historical Monuments & Archaeological sites of Punjab called the “Project” in the State of Punjab, for a specified period

Whereas/s___________________; ____________________ and M/s ________________(the respective names of the Partners along with address of their registered offices) have formed a Joint Venture/ Consortium and are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP), and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP for the Partners of the Joint Venture to designate one of them as the Lead Partner with all necessary power and authority to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s _______________________ and _______________________________ (the respective name of the Partner, other than the Lead Partner, along with address of their registered offices) do hereby designate the other Partner of the Joint Venture, M/s _____________________(name of the Lead Partner, along with address of the registered office), as the Lead Partner of the Joint Venture, to do on behalf of the Joint Venture, all or any of the acts, deed or things necessary or incidental to the Joint Venture’s bid for the Project, including submission of Proposal, participating in pre-Proposal conference, responding to queries, submission of information / documents and generally to represent the Joint Venture in all its dealings with DCA / Govt. of Punjab, any other Government Agency or any person, in connection with Project until culmination of the process of bidding, execution of Contract and thereafter till the completion of Contract with DCA.

We hereby agree to ratify all acts, deeds and things lawfully done by the Lead Partner our said attorney pursuant to this Power of Attorney and agree that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by the Joint Venture.

Dated this ______________day of _____________201_
[Executants(s)]

(To be signed by the other Partner in the Joint Venture other than the Lead Partner)

Accepted

Dated this ______________ day of ____________ 201__

(To be signed by the Lead Partner)

Witness:

1. _______________________

2. _______________________

Note:-

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

- Also wherever required, the executants (s) should submit for verification the extracts of the charter documents and documents such as resolutions/ Powers of attorney in favour of the persons executing this Power of attorney for the designation of power hereunder on behalf of the Project Management Master Planner & Bid Manager.
APPENDIX B-2

FORMAT FOR MEMORANDUM OF UNDERSTANDING (MoU)
(On Non-Judicial stamp paper of Rs.100 duly attested by notary public)

This Memorandum of Understanding (MoU) entered into this ______________day of ___2013
____at________________ Among _______________________(herein (Party of the First Part) after referred as
“_______”) and having office at _______________________ (Party of the Second Part) and having
office at __________________ and (Party of the Third Part) and having office at ____________________

The parties are individually referred to as Party and collectively as Parties.

WHEREAS the Directorate Cultural Affairs Archaeological & Museums, Punjab (DCA) has invited
Proposals from Executing Agencies for executing the work of Protection and Maintenance of Historical
Monuments & Archaeological sites of Punjab called the ‘Project’ in the State of Punjab, India.

AND WHEREAS the parties have discussed and mutually agreed for formation of a Joint Venture for
bidding for the said project and have reached an understanding on the following points with respect to the
Parties rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED
AS FOLLOWS:

1) That the Parties hereby form a Joint Venture for bidding for the project;
2) Joint Venture hereby state that the party of the First Part, M/s_____________is nominated as the
‘Lead Partner’ of this Joint Venture;
3) Lead Partner, M/s____________is hereby authorized to exercise all the obligations related to
this Bidding which includes, but not limited to, submit the Bid, involve in the evaluation, negotiate,
accept and execute the Agreement/ Contract, in case the Bid is accepted;
4) Lead Partner, M/s_________________and the other Partners, M/s_____________ and M/s
________________________are hereby jointly declare that this is only a Sole Joint Venture
in which the either parties applying for this project; and other than this Proposal, the either parties
are not a Partner of any other Joint Venture applying for this Project;
5) That the Joint Venture Partners collectively commit to hold the Minimum credentials, which is
specified in the RFP Document as Technical Criteria for, during the entire Currency of the
Agreement;
6) That the roles and the responsibilities of each party at each stage of the Bidding & execution shall
be as follows:

I. Bidding Stage
   a) For Lead Partner
   ………………………………………
   ………………………………………
   ………………………………………
   b) For other than Lead Partner (Second Party)
   ………………………………………
   ………………………………………
   ………………………………………
   c) For other than Lead Partner (Third Party)
   ………………………………………
   ………………………………………
II. During Execution Stage
   a) For Lead Partner
      ........................................................................
      ........................................................................
   b) For other than Lead Partner (Second Party)
      ........................................................................
      ........................................................................
   c) For other than Lead Partner (Third Party)
      ........................................................................
      ........................................................................

7) That the parties shall be jointly and severally liable for the execution of the work in accordance with the terms of the RFP Document;
8) That the Parties of firm that they shall render the Services in good faith and shall take all necessary steps to see the Project through expeditiously. They shall not negotiate with any other party for this project;
9) That this MoU shall be governed in accordance with the laws of India and Courts in ____________________ shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein;

In witness where of the Parties of firm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

(Party on the first Part)       (Party on the Second Part)       (Party on the Third Part)

Witness:

1. _________________________
2. _________________________
APPENDIX B-3
FORMATT FOR BOARD RESOLUTION FOR COMPANIES

Format for Lead Partner

“RESOLVED THAT approval of the Board be and is hereby granted to the Company to join the Joint Venture with_________ and ______________________, (name and address of the Partners other than Lead Partner) for joint submission of bids to Directorate Cultural Affairs Archaeological & Museums, Punjab (DCA) as Executing Agencies for executing the work of Protection and Maintenance of Historical Monuments & Archaeological sites of Punjab called the “Project” in the State of Punjab.

“RESOLVED FURTHER THAT the “draft” Memorandum of Understanding (“MoU) to be entered into with the Joint Venture partners (a copy whereof duly initialed by the Chairman is tabled in the meeting) be and is hereby approved.”

“RESOLVED FURTHER THAT Mr. ___________ (name), ___________ (designation) be and is hereby authorized to enter into an MoU, on behalf of the company, with the Joint Venture Partners, to accept the Power of Attorney granted by the other Partners of the Joint Venture to act for and on behalf of the Joint Venture and to sign the bidding documents on behalf of the Joint Venture for submission of the bidding documents .”

“RESOLVED FURTHER THAT a Power of Attorney be granted in favour of Mr. ___________ to exercise signing powers on behalf of the Company as Lead Partner of the Joint Venture and to do all such acts and things as may be necessary in connection with the bidding process.”

Format for other Partner

“RESOLVED THAT approval of the Board be and is hereby granted to the Company to join the Joint Venture with_________ and ______________________, (name and address of the Partners other than Lead Partner) for joint submission of bids to Directorate Cultural Affairs Archaeological & Museums, Punjab (DCA) as Executing Agencies for executing the work of Protection and Maintenance of Historical Monuments & Archaeological sites of Punjab called the “Project” in the State of Punjab.

“RESOLVED FURTHER THAT the “draft” Memorandum of Understanding (“MoU) to be entered into with the Joint Venture partners (a copy whereof duly initialed by the Chairman is tabled in the meeting) be and is hereby approved.”

“RESOLVED FURTHER THAT Mr. ___________ (name), _________ (designation) be and is hereby authorized to enter into an MoU with the Joint Venture Partners and execute a Power of Attorney in favour of ___________ to act as the Lead Partner”
FORMAT FOR UNDERTAKING FOR INDIVIDUAL PARTNERS

On the Letter head of the Individual (In case the Partner is not a Company or where the Master Planner & Bid Manager is not a Company)

Format for Lead Partner

I/We ____________ hereby agree to join the Joint Venture with ________ (name and address of the Partner other than Lead Partner) for joint submission of bids to Directorate Cultural Affairs Archaeological & Museums, Punjab (DCA) as Executing Agencies for executing the work of Protection and Maintenance of Historical Monuments & Archaeological sites of Punjab called the “Project” in the State of Punjab,

I /We also approve the Memorandum of Understanding (“MoU) to be entered into with the Joint Venture partners.

I/We also authorize Mr. ______________ (name), _________ (designation) to enter into an MoU with the Joint Venture Partner, to accept the Power of Attorney granted by the other Partner of the Joint Venture to act for and on behalf of the Joint Venture and to sign the bidding documents on behalf of the Joint Venture for submission of the bidding documents.”

Format for Partners

I/We ________ hereby agree to join the Joint Venture with ________ (name and address of the Lead Joint Venture Partner) for joint submission of bids to Directorate Cultural Affairs Archaeological & Museums, Punjab (DCA) as Executing Agencies for executing the work of Protection and Maintenance of Historical Monuments & Archaeological sites of Punjab called the “Project” in the State of Punjab.

I /We also approve the Memorandum of Understanding (“MoU) to be entered into with the Joint Venture partners

I/We also authorize Mr. ______________ (name), _________ (designation) to enter into a MoU with the Joint Venture Partner, and execute a Power of Attorney in favour of ____________ to act as the Lead Partner”

Each applicant will have to attach its Board Resolution/ Undertaking as the case may be, approving the participation in the Joint Venture, bidding for the Project and authorizing a company official to sign the bidding documents / Power of Attorney to the Lead Partner.
Appendix C-1: BOQ
Appendix C-2: Drawings
Appendix C-3: Implementation Roadmap