



E- TENDER NOTICE

On line bids are hereby invited on behalf of the Managing Director, Haryana Tourism corporation, Chandigarh for the works mentioned below:-

Sr. No.	Name of Work	Date of downloading of e-tender documents	Date of submission of e-Tender	Date for physical submission of EMD, Tender fees and eligibility documents	Date of opening of technical bid (Online)
1.	Tender Notice for Conceptualization, designing and execution of proposed Swaran Jayanti gate (commemorative structure) at Entrance to Surajkund Mela Grounds from Delhi side to celebrate 50 years of formation of Haryana state.  <i>Estimated cost : Rs. 200 Lakhs.</i> <i>EMD: Rs.04.00 Lakhs</i> <i>Tender fees Rs.15000/-</i> <i>Time limit: Four (04)Months</i>	Start Date: 03-07-2017  End Date: 03-08-2017  5.00 PM.	Start Date: 03-07-2017  End Date: 03-08-2017  5.00 PM.	Start Date: 04-08-2017  09:00 AM  End Date: 04-08-2017  2:00 PM	Date: 04-08-2017  2.30 PM

1. The cost of tender documents and earnest money shall be deposited in the form of Banker Cheque/ Demand Draft / Call- Deposit of any scheduled bank payable at Chandigarh in favour of Managing Director, HTC, Chandigarh which is valid for 180 days.
2. Bidders should possess digital signature certificate class-2 for participating in online tendering process
3. Bid Document can be downloaded from the website of Haryana Government [www.etenders.hry.nic.in](http://www.etenders.hry.nic.in). Also visit our website [www.haryanaturism.gov.in](http://www.haryanaturism.gov.in)

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Issued by Director General Tourism, Haryana, SCO-17-19, Sector-17B, Chandigarh.

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## DISCLAIMER

- a. Though adequate care has been taken in the preparation of this Request for Proposal Document, the Bidder should satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the Managing Director at below mentioned address latest by 1100 hours, in case, no such intimation is received by the said deadline, it shall be deemed that the Bidder is satisfied that the Document is complete in all respects.

The Managing Director,  
Haryana Tourism Corporation,  
SCO 17-19, Bank Square, Sector 17 - B,  
Chandigarh 160017  
Phone:- 0172-2702955-56-57, FAX No. 0172- 2703185, 2702783  
Email: haryanatourism@gmail.com

- b. Neither Haryana Tourism Corporation (hereinafter referred to as Haryana Tourism Corporation) nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this Request For Proposal document. Each prospective Bidder should conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in this Request For Proposal document and obtain independent advice from appropriate source before submission of this Request For Proposal and later RFP Document if short-listed.
- c. Neither Haryana Tourism Corporation nor their employees or consultants will have any liability to any prospective Bidder or any other person under the law of contract, for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this REQUEST FOR PROPOSAL document.
- d. Haryana Tourism Corporation reserves the right to reject any or all of the Request for Proposal's submitted in response to this Request For Proposal document at any stage without assigning any reasons whatsoever. Haryana Tourism Corporation also reserves the right to hold, or withdraw or cancel the process at any stage under intimation to the Bidders who submit the Request For Proposal.
- e. Haryana Tourism Corporation also reserves the right to modify or amend or add to any or all of the provisions of this Request For Proposal document or cancel the present Invitation and call for fresh Invitations.
- f. Neither Haryana Tourism Corporation nor their employees or consultants will have any liability in case of non-receipt of any correspondence from them to the Bidders due to the postal delays.
- g. The applicable laws for the purpose are the laws of India. Courts of Chandigarh will have jurisdiction concerning or arising out of this Request For Proposal document.

## 1 ABBREVIATIONS

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REQUEST FOR PROPOSAL document

GoH Government of Haryana

GoI Government of India

RFP DOCUMENT Request for Proposal

HTC Haryana Tourism Corporation

## 2 SCHEDULE OF BIDDING PROCESS

The indicative timetable for development of this project is as follows:

Activity	Scheduled Date
Issue of Request For Proposal document	03-07-2017
Project Briefing Meeting ( Pre bid Meeting)	13-07-2017 at 11:00 A.M.
Date of submission of E-Tender	03-08-2017 at 05.00 PM
Due date for Request For Physical Proposal document submission	04-08-2017 before 2:00 P.M.
Due date for opening Request For Proposal's received	04-08-2017 at 2:30 P.M.
Presentation of Concept and Technologies	08-08-2017 at 11:00 A.M.

## Section 1 – Invitation for Bids

Sealed competitive bids, under two bid systems, are invited from Architect-cum Consultant **for the conceptualization, designing and execution of proposed Swaran Jayanti gate (commemorative structure) at Entrance to Surajkund Mela Grounds from Delhi side to celebrate 50 years of formation of Haryana state.**

1. Authority invites Bids from reputed technically & financially sound, resourceful and experienced companies/ firms/ agencies for overall scope of work, as per the terms and conditions described in this RFP Document.
2. Bidders are advised to study the RFP Document carefully. Submission of Bids shall be deemed to have been done after careful study and examination of the RFP Document with full understanding of its implications. Sealed offers prepared in accordance with the procedure enumerated in Clause 1 section 2 should be submitted to the authority not later than the date and time laid down, at the address given in the Scheduled for invitation to Tender under Clause 4 of Section-1.
3. The Bidder must enclose with its Technical Bid, the Bid Security, in the form of a Bank Demand Draft drawn in favour of Managing Director, Haryana Tourism Corporation payable at Chandigarh issued by a Nationalized/Scheduled Bank for an amount of INR 4,00,000/-(Rupees Four Lakhs Only) and the same must be valid for 90 days beyond the validity of Bid.
4. Scheduled of Invitation for Bids.
  - (a) Name of the Officer Inviting the Bids:- \_\_\_\_\_.
  - (b) Addressee and address at which Tenders to be submitted & opened:-  
The Managing Director,  
Haryana Tourism Corporation,  
SCO 17-19, Bank Square, Sector 17 - B,  
Chandigarh 160017  
Phone:- 0172-2702955-56-57, FAX No. 0172- 2703185, 2702783  
Email: haryanatourism@gmail.com
5. Interested Bidders may obtain the RFP DOCUMENT from the office of the Haryana Tourism Corporation, Chandigarh on all working days from Monday to Friday between 10.30 Hrs. to 17.00 Hrs. or from the website [www.etenders.hry.nic.in](http://www.etenders.hry.nic.in).

**Note:- Authority shall not be responsible for non-receipt/no-delivery of the Bids due to any reason whatsoever.**

## **Section 2 – Instructions to Bidders**

### **1. Procedure for submission of Bids**

1.1. It is proposed to have following system for this Bid Process as under:

(a) **Technical Bid in one Cover.**

(b) **Financial Bid is to be quoted online as being done in E-tenders.**

1.2 The Technical bid of the Bidder should be put in separate sealed covers super scribing the wording.

(a) **Technical Bid is also to be uploaded online.**

(b) **Financial Bid is to be quoted online.**

The sealed cover, containing “Technical Bid” clearly marked **conceptualization, designing and execution of proposed Swaran Jayanti gate (commemorative structure) at Entrance to Surajkund Mela Grounds from Delhi side to celebrate 50 years of formation of Haryana state** alongwith the name, contract number and address of the bidder.

### **2. Content For the RFP Document**

2.1 The scope of Work, Bid Procedures and Contract Terms are prescribed in the RFP Document. The RFP Document includes:

Section 1:- Invitation for Bid.

Section 2:- Instruction to Bidders.

Section 3:- General Terms & Conditions.

Section4:- Bid Documents.

Section 5:- Scope of Work.

2.2 The bidder is expected to examine all instructions, forms, general terms & conditions, scope of work and schedule of requirements in the RFP Document. Failure to furnish all information required by the RFP Document or submission of a Bid not substantially responsive to the RFP Document in every respect will be at the Bidder’s risk and may result in the rejection of the Bid.

### **3. Language of Bids**

3.1 The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and Authority, shall be written in the **English Language**.

### **4. Documents comprising the Bids**

4.1 The Bids prepared by the Bidder shall comprise of the following components:

(i) Technical Bid

### **5. Bid Costs**

5.1 The bidder shall furnish the Financial Bid, in the format prescribed, indicating the total cost of the Services (Inclusive of applicable taxes) it has to provide for the Scope of Work under this tender, detailing of this cost will be provided by the bidder in the format provided in Annexure E of Section 4.

5.2 No additional freight or any other charges etc. shall be payable by the Authority.

5.3 Incomplete or conditional bids will summarily be rejected. The total cost quoted shall be valid till the total completion of the job.

5.4 The bidders shall be solely responsible for payment of wages/salaries and allowance to his personnel that might become applicable under the prevailing acts or order of Government.

5.5 The rates and prices offered shall be for the total job as per the scope of work given in Section 8 and prices would be final and binding on the bidder.

#### **6. Bidder Qualification**

**6.1** The Bidder as used in the RFP DOCUMENT shall mean the one who has signed the Bids. The bidder may be either the constituted attorney of the Company/firm/Organization or the Principal Officer or his duty Authorized Representative in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarification sought and any subsequent correspondences) received hereby, shall, be furnished and signed by the Bidder.

#### **7. Bid Security**

7.1 The Bid Security is required to protect the Authority against the risk of Bidder's conduct which would warrant the security's forfeiture.

7.2 Any Bid without Bid Security will be rejected.

7.3 Unsuccessful Bidder's Bid Security will be discharged/ returned as promptly as possible, but not later than 30 days after the expiration of the period of Bid validity prescribed.

7.4 The Bid Security of the successful bidder shall be retained as contract performed security and shall only be discharged after successful completion of event.

7.5 The Bid Security may be forfeited if a Bidder withdraws its Bid during the Period of validity of Bids specified by the Bidder in the Bid, or is unable to discharge any of the services assigned for successful completion of the event.

#### **8. Format and signing of Bid**

**8.1** The Technical Bid and Financial Bid shall be typed or written in indelible ink and shall be signed by the person or persons duly authorized. All pages of the Technical Bid (except for un-amended printed literature) and Financial Bid shall be initiated and stamped by the authorized signatory of the Bidder.

#### **9. Revelation of Prices**

**9.1** Prices in any form or by any reason before opening the Financial Bid should not be revealed, failing which the Financial Bid shall be liable to be rejected.

#### **10. Local Conditions**

**10.1** It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and/or the cost.

10.2 The Bidder is expected to Visit and examine the site and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the Bid and entering into contract. The cost for visiting the site shall be at Bidder's own Cost.

#### **11. Conditions of Eligibility for Technical Qualification**

11.1 For participating in the tender process and submitting Bids, Bidders may be a private, public or Government-owned legal entity, registered as a Company/Firm for the said services. The term "Bidder" used in the tender would therefore apply to a single entity only.

11.2 The Prospective Bidder should confirm to the following criteria to Qualify at the RFP Stage.

The Applicant should have completed at least three no. similar works of such magnitude. for any government department in India for a Government / Semi Government Client/Corporate/Trust/Societies in past 7 years. Completion Certificates as documentary evidence to prove the same must be enclosed.

The Applicant shall have successfully completed and installed at least:

One similar work each costing not less than 160 lakh (80%).

Or

Two similar work each costing not less than 100 lakh (50%).

Or

Three similar work each costing not less than 80 lakh (40%).

11.3 The Bidder must have been in existence for at least 05 (Five) Years as on the last date of the submission of proposal.

11.4 Financial Criteria:

The Applicant should have a minimum average annual turnover of Rs. 50.00 Lakhs (Rupees Fifty Lakhs Only) in last three Financial Years in similar area of work.

Haryana Tourism Corporation reserves the right to verify the above details from the respective authorities. The bidder shall give authorization to Haryana Tourism Corporation to do the same.

11.5 The organization has at least 10 regular technical/ professional manpower including the qualified supervisor.

11.6 Bidder must have an experience of similar nature work.

11.7 The Bidder should not be currently blacklisted or banned by any Pvt./Corporate/Trust/Society/ Govt. Department/PSU in India for corrupt or fraudulent practices or non-delivery or non-performance in last 3 years (as on the last date of submission of proposal).

**The bidder has to provide the appropriate evidence (Successful work order contract or any other proof) for all above mentioned specifications.**

## **12. Documents to be submitted by bidders for Technical Qualification**

12.1 Bank draft towards Bid security of Rs. 4,00,000/- (Rupees Four Lakhs Only).

12.2 Documents relating to registration as company/ firm in India,

12.3 Documents relating to past experience as per Annexure C of Section 4.

12.4 Proof of Annual Turnover for last three years (as on the last date of submission of proposal) as Annexure D of Section 4.

12.5 Company details as per Annexure B of Section 4.

12.6 Technical/Professional manpower details of permanent staff.

12.7 No Joint Venture/Consortium shall be allowed.

12.8 Power of Attorney to Joint Bidding Agreement.

## **13. Late Bids**

13.1 Any Bid received after the last date and time will be rejected and or returned unopened the Bidder.



#### **14. Withdrawal of Bids**

14.1 No bid may be withdrawn in the interval between the last date for receipt of Bids and the expiry of the Bid validity period specified by the Bidder in the Bid. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its bid security.

#### **15. Opening of Bids**

15.1 The Tender Evaluation Committee (TEC) will open the Bids, in the presence of the representative of the Bidders who choose to attend, at the time, date and place, as mentioned in scheduled for tender process of this document. The TEC will open and evaluate the technical bids as per the evaluation criteria indicated in Clause 18 of Section 2. Financial bids of technically qualified bidders will be opened as per the date and time mentioned in the Schedule.

#### **16. Clarification**

16.1 When deemed necessary, the authority may seek clarification on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or price quoted.

#### **17. Preliminary Examination**

17.1 The authority will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required Bid Security has been furnished, whether the documents have been properly signed, and whether the Bids are generally in order as per the checklist in Annexure H of Section 4.

17.2 A Bid determined as not substantially responsive will be rejected by the Authority and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

#### **18. Evaluation Criteria**

<b>Technical Marking Sheet</b>				
S. No.	Parameter	Weightage		Max score
1	<b>Specific Experience of the Agency relevant to assignment</b>			40 Marks
A	Experience of Handling number of similar works with Central/State Government/PSUs/Corporate/Trust/Societies.	3 Nos. 4-6 Nos. 7 & above	10 15 20	20
B	One similar work each costing not less than 80% Two similar work each costing not less than 50% Three similar work each costing not less than 40% Or more with Central/State/PSU/Pvt. Or any Organization.	50 Lakhs 51-100 Lakhs 101 & above	5 7 10	10
C	Experience of firm	5 Years 6-8 Years 9 & Above	5 7 10	10
2	<b>Average Annual Turnover</b>			10 Marks
A	The Bidder should have average annual turnover of 1 cr. In last three financial year's i.e. 2013-14, 2014-15, 2015-16	100 Lakhs 101-200 Lakhs 201 & above	5 7 10	10
3	<b>Number of Professional/Qualified</b>			10 Marks

	<b>Staff</b>			
A	The bidder should have minimum 10 Professional/Qualified staff on rolls of the Agency/Firm.	10-15 16 & Above	5 10	10
4	<b>Presentation</b>			40 Marks
a	A Microsoft power point presentation by Company/Firm which includes understanding of requirements, proposed solution, relevant experience and proposed plan to execute the work, Design and concept.	Evaluation will be based on concepts, technology, quality of material, No. of elements.	<ul style="list-style-type: none"> <li>• Comprehension of scope and need of the project. 10</li> <li>• Creation innovation in approach. 10</li> <li>• Clarity and competence of implementation. 10</li> <li>• Overall presentation. 10</li> </ul>	
		<b>Total</b>		<b>100</b>

Following enhancement factors of 10% (as illustrated in table below) will be applied to annual turnover and project costs to bring them to the base year, the current financial year in which bid is invited shall be considered as the base year.

Sr. No.	Year	Financial year	Enhancement Factor
1	Base year (year of inviting tender)	2015-16	1
2	1st	2014-15	1.10
3	2nd	2013-14	1.21
4	3rd	2012-13	1.33
5	4th	2011-12	1.46
6	5th	2010-11	1.61

## **19. Evaluation of Bids**

**19.1. Technical Evaluation:-** In the first stage the Technical proposal will be evaluated for minimum eligibility criteria applicant fulfilling the minimum eligibility criteria will be considered for marking as per evaluation criteria of Clause 18 of this section.

**19.2 Financial Evaluation:-** In the second stage, the financial evaluation will be carried out as criteria given below: The lowest financial Proposal (FM) will be given a financial score (FS) of 100 Points.

$$FS \text{ (Financial Score)} = 100 \times FM / F$$

(FM = Amount of Lowest Financial Proposal).

(F = Amount of Financial Proposal Quoted by the Consultant/Bidder).

For financial evaluation, the total cost indicated in the financial Proposal as per Annexure E of Section 4 for all of the services will be considered. The Authority will determine whether the Financial Proposal are complete, unqualified and unconditional. The cost indicated in

the Financial Proposal shall be deemed as final and reflecting the total cost of services for each services. Omission, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the scope of work within the total quoted price shall be that of the Selected Company.

**19.3:- Combined and Final Evaluation:-** Proposals will finally be ranked accordingly to their combined technical (TS) and Financial (FS) scores as follows

$$S = TS \times TW + FS \times FW$$

Where S is the combined score and TW and FW are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively.

The combined scores of the bidder will be added to arrive at the final combined score.

**19.4** The selected Bidder will be the first ranked Bidder having the highest final combined score. The second ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the requirements specified in the RFP DOCUMENT, as the case may be.

**19.5** The Authorities reserves the right to accept any bid and to reject any or all bids.

## **20. Notification of Award**

20.1 Prior to the expiration of the period of Bid validity, the Authority will notify the award of work to the successful Bidder in writing by registered letter or by email as mentioned by the bidder.

20.2 The notification of award will constitute the formation of the Contract.

## **21. Rejection Criteria**

### **21.1 Technical Bid Rejection Criteria**

The following vital technical conditions should be strictly complied with failing which the bid will be rejected:

- (i) Only the Bidders who quote for the complete Services as included in Section 5- Scope of Work of this RFP DOCUMENT and any subsequent information given to the Bidder shall be considered. Incomplete Bids will be rejected outright. Evaluation will be carried out for the total scope of work covered in this RFP DOCUMENT.
- (ii) If the information provided by the Bidder is found to be incorrect/ misleading at any stage/ time during the tender process.

### **21.2 Financial Bid Rejection Criteria**

The following vital technical conditions should be strictly compiled with failing which the bid will be rejected:

- (i) Bid should be submitted in Two Bid systems in two separate sealed envelopes. The Technical Bid shall contain no prices or financial Bid details. Offers with Technical Bid containing prices shall be rejected outright.
- (ii) Bids submitted without Bid Security along with the Technical Bid.
- (iii) Bids received through Fax/email.
- (iv) Bids, which do not confirm unconditional validity of the Bid for 90 days from the date of opening of Technical Bids.

- (v) Bids where prices are not firm during the entire duration of the contract and/ or with any qualifications.
- (vi) Bids, which do not confirm to the financial Bid format as per the specifications mentioned in Annexure E of Section 4.
- (vii) Bids, which do not confirm to the completion period indicated in the RFP DOCUMENT.

### **SECTION 3 GENERAL TERMS AND CONDITIONS**

#### **1. Time for completion of work**

The entire scope of work must be completed within the stipulated days from the date of Notification of Award of work.

#### **2. Compliance with the code of integrity and no conflict of interest**

Any person participating in a procurement process shall:

- (a) Not offer any bribe, reward or gift of any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the bid process.
- (b) Not to misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit of avoid an obligation.
- (c) Not to indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of bid process.
- (d) No to misuse any information shared between the Authority and the Bidders with an intent to gain unfair advantage in the bid process
- (e) Not to indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party of to its property to influence the bid process.
- (f) Not to obstruct any investigation or audit to a bid process.
- (g) Disclose conflict of interest, if any and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years of any debarment by any other procuring entity.

#### **3. Conflict of interest**

- (a) The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, of compliance with applicable laws and regulations.
- (b) A bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
  - (i) Have controlling partners/shareholder in common; or
  - (ii) Receive or have received any direct or indirect subsidy from any of them; or
  - (iii) Have the same legal representative for purposes of the Bid; or
  - (iv) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, of influence the decision of the Authority regarding the tender process; or
  - (v) The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same sub contractor, not otherwise participating as a Bidder, in more than one Bid; or

- (vi) The Bidder of any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- (vii) The Bidder of any of its affiliates has been hired (or is proposed to be hired) by the Authority a sin charge/Consultant of this Work/Contract.

#### **4. Terms of Payment**

4.1 The agreed fee (contract Price) shall be released as mentioned below, subject to acceptance of reports/proposals by the authority.

- **Stage-I 5%** on approval of concept, allotment of work order and commencement of civil works.
- **Stage-II 15%** on the completion of work of 25% at site.
- **Stage-III 15%** on the completion of work of 50% at Site.
- **Stage IV 15%** on the completion of work of 75% at site.
- **Stage-V 25%** on Successful completion and handover of the work at site.
- **Stage-VI 25%** after 90 Days of the handing over the site.

Authority reserves the right to deduct portion of the agreed fee to the successful Bidder, in case of any deficiency in the services rendered.

#### **4.2 Performance Security**

While passing the bill for making payments to the contractor, a sum at the rate of 10% of the gross amount of each running bill will be deducted and will be returned after successful completion of 12 months of Defect Liability Period (DLP). The EMD amount will be adjusted against the performance Security.

#### **5. Liquidated Damages for Delay in Services**

Time is the essence of this work and the selected bidder has to ensure that the entire scope of work is completed well within the stipulated time scheduled falling **which penalty at the rate 1% of the total cost of work per week shall be levied on the selected bidder and 10% maximum penalty will be levied.**

#### **6. Force Majeure**

- (a) In the event of either party being rendered unable by force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force majeure shall be suspended for the period during which such cause lasts.
- (b) The term “Force Majeure” as employed herein shall mean acts of God, War, Civil roits, Fire directly affecting the performance of the contract, Flood and Acts and Regulations of respective government of the parties, namely, the authority and the selected agency.
- (c) Upon the occurrence of such cause and upon it is notify the other party in writing, the beginning rendered of the cause amounting to Force Majeure as also the ending

of the said clause by giving notice to other party within 24 hours of the ending of the cause respectively.

## **7. Applicable Law and Jurisdictions**

## **8. Dispute Resolution**

- (a) Authority and Bidder shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.
- (b) If, after Thirty (30) days from the commencement of such direct informal negotiations, Authority and Bidder have been unable to resolve amicably, a Contract dispute, either party may require that the dispute be referral for resolution to the formal mechanism specified in Clauses c and d.
- (c) In the case of a dispute or difference arising between Authority and Bidder relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by Authority and the other to be nominated by the Bidder or in case of the said Arbitrator in writing before proceeding with the reference, and in case the Arbitrators cannot agree to the Umpire, he may be nominated by the Secretary, Indian Council of Arbitration, New State's. The award of the Arbitrators, and in the event of their not agreeing, of the Umpire appointed by them or by the Secretary, Indian Council of Arbitration, New State's shall be final and binding on the parties.
- (d) The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.
- (e) The venue of arbitration shall be in Chandigarh.
- (f) Authority may terminate this contract, by giving a written notice of termination of minimum 30 days, to the Bidder.

## **9. Severance**

In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

## **10. Governing Language**

The agreement shall be written English language. All correspondence and other documents pertaining to the contract that are exchanged by parties shall be written in English language only.

## **11. Governing Law**

This Contract shall be governed in accordance with the laws of India.

## **12. Compliance with Laws**

The Bidder shall comply with the laws in force in India in the course of performing the contract.

## **13. Representations and Warrants**

The Bidder represents and warrants that all services performed under this Agreement shall be of professional quality conforming to generally accepted industry practices. Services performed by the Bidder which are determined by the Authority to be of less than

professional quality shall, at the Authority option, be corrected by the Bidder, at the Bidder expenses.

#### **14. Insurance**

The Bidder shall ensure that all his employees posted at Authority are adequately insured & covering each incidence for personal injury caused of arising out of the performance of the services. The Agency shall keep the employer, its servants or agents indemnified against claims, actions or proceedings brought of instituted against the employer, its servants or agents by any of Agency's employees of any other third party in connection with, relating to or arising out of the performance of the services under the agreement. The agency is also required to obtain the third, party insurance each incident. The agency shall also require obtaining workmen compensation policy for each employee and covering all the staff deployed at the site during the contract period. The supporting documents in respect of insurance should be produced within one month of taking over the charge.



**SECTION 4 BID DOCUMENT**

**ANNEXURE A**

**TECHNICAL BID SUBMISSION LETTER**

(to be executed on a letter head)

Date:

**The Managing Director,  
Haryana Tourism Corporation,  
SCO 17-19, Bank Square, Sector 17 - B,  
Chandigarh 160017**

Sir,

**Subject: Selection of Architect Consultant/ firm for the proposed commemorative structure at entry Gate of Surajkund Mela Ground from Delhi side to celebrate 50 years of Haryana State.**

Being duly authorized to represent and act on behalf of \_\_\_\_\_ (hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the Request For Proposal requirements and information provided, the undersigned hereby express our interest to provide consultancy for the captioned project.

We confirm that we have examined the terms and conditions published in the Request For Proposal advertisements and are accordingly submitting the Request For Proposal for the captioned project.

We are enclosing our Request For Proposal in Original with the details as per the requirements of the REQUEST FOR PROPOSAL document for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Request For Proposal are complete, true and correct in every detail and unconditional.

Yours faithfully,

(Signature of Authorised Signatory)

(Name, Title and Address of the Bidder)

**ANNEXURE B:**

**STRUCTURE AND ORGANIZATION OF THE BIDDER**

1. (a) Name
- (b) Country of Incorporation
- (c) Address of the corporate headquarters and its branch office (s), if any, in India
- (d) Date of incorporation and / or commencement of business
- 2 Brief description of the Company including details of its main lines of business.
- 3 Name, Designation, Address and Phone Nos. of Authorized Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone No:
  - (f) E-mail Address:
  - (g) Fax No:
- 4 Details of individual (s) who will serve as the point of contact / communication for HARYANA TOURISM CORPORATION within the Company
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Telephone No.
  - (e) E-mail address:
  - (f) Fax No.

**ANNEXURE C:**

**DETAIL OF THE SIMILAR WORKS SUCCESSFULLY COMPLETED BY THE  
BIDDER**

**Bid Response Sheet 1**

**Experience of the Bidder**

<b>Sr. No.</b>	<b>Name of the Project/ Event</b>	<b>Client Name</b>	<b>Financial Year of Project / Work</b>	<b>Detail of activities performed</b>	<b>Cost of event/project (in INR)</b>
1					
2					
3					
4					
5					

**Note: The Bidder must enclose copies of concerned work orders/copies of successful completion certificates of such works.**

**ANNEXURE D:**

**ANNUAL FINANCIAL TURNOVER IN LAST THREE FINANCIAL YEARS**

<b>Turnover</b>		
<b>(in INR)</b>		
<b>FY 2015 - 2016</b>	<b>FY 2014 - 2015</b>	<b>FY 2013 - 2014</b>

*Signature of Authorised Person*

Note :

1. The above stated Financial Capability shall be duly certified by a Statutory Auditor.

*Signature of Authorised Person*

*Certified by Auditor.*

**ANNEXURE E:  
FINANCIAL BID**

(to be executed on letterhead)

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Subject:- RFP for the conceptualization, designing and execution of proposed Swaran Jayanti gate (commemorative structure) at Entrance to Surajkund Mela Grounds from Delhi side to celebrate 50 years of formation of Haryana state.**

Dear Sir/Madam,

We, the undersigned Bidders, having read and examined in detail all the RFP/Bidding Documents in respect of do hereby propose to provide services as specified in the RFP Document number\_\_\_\_\_ dated\_\_\_\_\_.

Our financial proposal is as given below.

Authorized Signatory

Name and title of Signatory

Name & Stamp of Company/Firm

**ANNEXURE F:  
INDEMNITY UNDERTAKING**

I on behalf of M/s. \_\_\_\_\_ hereby agree and undertake that I have understood all the safety rules and procedures and all staff Technical & non-technical working on behalf of M/s. \_\_\_\_\_ will abide by all safety rules and procedures. I declare that I M/s. \_\_\_\_\_ will be responsible for any safety violations/accidents etc. The authority will not be responsible in case of any accident/incident and will not compensate financially or otherwise. I ensure the authority that enlisted manpower deployment will be done at venue for RFP for the conceptualization, designing and execution of proposed Swaran Jayanti gate (commemorative structure) at Entrance to Surajkund Mela Grounds from Delhi side to celebrate 50 years of formation of Haryana state to completion of event at \_\_\_\_\_.

I hereby declare that I am solely responsible on behalf of M/s. \_\_\_\_\_ for giving such declaration.

\_\_\_\_\_

Name of Indemnifier Signatory of Indemnifier

Stamp/Seal of the Indemnifier/Agency

**ANNEXURE G:**

(A Self-certified on company letter head for Technical/Professional permanent manpower on company rolls with details as per table below)

**Bid Response Sheet 1**

**Experience of the Bidder**

<b>Sr. No.</b>	<b>Name of Staff</b>	<b>Designation</b>	<b>Year of Joining</b>	<b>PF Number</b>	<b>Aadhar/ Any other photo ID Number</b>

## Annexure H

### Checklist for RFP Response

Sr. No.	Checklist	Includes (Yes/No)	Reference in the Bid (Section, Page)
1	Technical Bid Submission Letter as per Annexure A		
2	Structure and organization of Bidder as per Annexure B		
3	Details of Similar events as per Annexure C		
4	Annual Financial Turnover as per Annexure D		
5	Financial Bid as per Annexure E		
6	Indemnity undertaking as per Annexure F		
7	Certificate for Manpower as per Annexure G		
8	Bid Security		
9	Joint Bidding Agreement		
10	Power of Attorney		



## **SECTION-5**

### **SCOPE OF WORK IS AS UNDER**

The Government of Haryana is celebrating Swarn Jayanti year of formation of State of Haryana from 01.11.2016 to 31.10.2017. Keeping in mind the Golden Jubilee, Haryana Tourism Corporation intends to construct the Swaran Jayanti Gate (Commemorative structure) at Entrance to Surajkund Mela Grounds from Delhi side to celebrate 50 years of formation of Haryana State and progress made in last 50 years. Rich heritage/culture/history etc. are required to be prominently displayed as per scope of work.

### **COMMEMORATIVE STRUCTURE**

- The Commemorative Structure will be designed and constructed by the Bidder at the Entry Gate to Surajkund Mela Grounds from Delhi side.
- The guidelines of the Indian Road Congress regarding right of way (ROW) extra should be adhered to while designing Commemorative Structure.
- An Architect Consultant/Firms will have to propose a theme concept for the Swaran Jayanti Commemorative structure having historical significance.
- The Commemorative structure be designed in such a way so as to be visible for everyone passing by and make it one of the prominent structures in the State.
- It should not be limited to Gate/Tower.
- An Architect Consultant/Firms shall have to submit all designs, working drawings and 3D renders, walk through presentation for the Commemorative structure as part of the submissions alongwith cost of project and its justification.
- All the information pertaining to erection of structure alongwith structural engineering drawings shall be provided during execution.
- Bidder needs to keep in mind that the roads will not be closed permanently for any time during the set up of the Commemorative Structure. Only a part of road required for construction will be allowed to be fenced and closed. Hence traffic management should be kept in mind while designing the structure.
- Agency will have to include in the design the lighting as required. The lighting plan, lighting fixtures/equipment that is proposed to be used, will also be a part of the assignment and should be weather proof considering all climatic conditions in Haryana.
- The agency is required to make periodic visits to site or as and when required during execution. He will also provide the landscaping/horticulture schemes as required in his concept.
- The concept as well as the material which is proposed to be used in construction of structure should be such that the structure may be completed within 4 (four) months after allotment of work.

- The agency, whose concept is selected by the HTC, will have to provide complete working drawings, structural designs, duly proof checked from IIT/ NIT/ PEC and will submit the DPR in complete respect as per building/ Highway bye laws.
- Consultant/ Architect will amend the design/drawings during construction without any additional fee.
- The design can be replicated/ used for any other site(s) as per the requirement. No additional fees/ remuneration shall be paid for the same.
- The design once submitted and constructed will be the property of the Haryana Tourism Corporation.
- Checking/finding of the Bearing capacity of the site is the responsibility of the Bidder.

## **2.1 Objective and Background**

Request For Proposal are invited from reputed Architect Consultant /Firm to implement the Project in specified time including 12 months of Defect Liability Period (DLP).

## **2.2 Scope of Work:**

The selected bidder (hereinafter referred to as “Contractor”) shall be responsible for providing the following services: -

### **2.2.1 Research**

The Research will include but not limited to the following ground-works before proceeding to actual work of Design:

- a. Research on the theme of Project and Develop a theme for the attraction of the visitors
- b. Recommendation on best suitable material for Mural & Artifact work gelling with present architecture and theme
- c. Developing a storyboard for the Project.
- d. Other researches, which are relevant to the Project

### **2.2.2 Design:**

The Contractor shall work closely with the HTC, Haryana to do the following:

- a. Minimum five alternatives Design/ Concept as per the theme of work.
- b. Implementation / execution technique
- c. Time required for implementation / execution
- d. Man power to be deployed for execution of the art works.
- e. Time frame for preparation of final full scale design based on the approved concept.
- f. Approach paper on methodology proposed for performing the assignment.

### **2.2.3 Content Development**

This will include but not limited to the development of theme for mural work & artifacts for the successful implementation of the Project. The material to be used for the theme development must be long-lasting and gel with current architecture.

### **2.2.4 Procurement & Installation**

On approval of the Design from HTC, Haryana Contractor shall share with Haryana Tourism Corporation the detailed specifications for the proposed structure required for successful implementation of the Project.

### **2.2.5 Implementation of the Project:**

The Contractor shall implement the project in specified time in 4 (Four) marks including 12 months of Defect Liability Period (DLP).