

Tender Notice No: GSDMA/Smritivan/Museum development/ 09/2017

GUJARAT STATE DISASTER MANAGEMENT AUTHORITY



**Expression of Interest for appointment of agency for master planning,
designing, development & curation of Smritivan Earthquake Memorial
Museum at Bhujiyo Dunger, Kutch-Bhuj, Gujarat**

GUJARAT STATE DISASTER MANAGEMENT AUTHORITY

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Disclaimer

The information contained in this Request for Proposal document or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of GSDMA (as defined in below) or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends on the issue of interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. GSDMA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

GSDMA also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

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

The issue of this RFP does not imply that GSDMA is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and GSDMA reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by GSDMA or any other costs incurred

in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and GSDMA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1. Data Sheet

1.	Name of the project	Expression of Interest for appointment of agency for master planning, designing, development & curation of Smritivan Earthquake Memorial Museum at Bhujiyo Dunge, Kutch-Bhuj, Gujarat
2.	Tender issued by	Gujarat State Disaster Management Authority
3.	Tender fee	5,000/-
4.	EMD	3,00,000/-
5.	Date of issue of EoI	October 23, 2017
6.	Pre bid meeting	November 8, 2017 1600 hours
7.	Last date of submission of EoI responses	November 23, 2017 1600 hours
8.	Opening of EoI responses	November 23, 2017 1630 hours
9.	Place of obtaining tender documents	The tender document can be downloaded from www.gsdma.org , www.nprocure.com
10.	Authorized representative	PS & CEO, Gujarat State Disaster Management Authority
11.	Email for correspondence	piyushgta@gmail.com
12.	Submission format	Hard copy of the proposal to reach GSDMA, 5 th floor, Block 11, Udyog Bhavan, Sector 11, Gandhinagar, Gujarat

Request for Expression of Interest

(Consulting Services)

Project: Smritivan Project

Services: Design, Development & Curation of Smritivan Earthquake Memorial Museum at Bhujiyo Dungar, Kutch-Bhuj, Gujarat

1. Background

Gujarat Smritivan Society, Government of Gujarat is implementing the Smritivan project on Bhujiyo Dungar, Kutch district at 406.6 acres of land. The project includes:

- Construction of reservoirs
- Sunset point
- Plantation of trees
- Development of eco - park
- Fort wall repairs & lightening
- Conference & art facilities
- Construction of library
- Documentation and research centre
- Construction & development of living heritage museum building

The Smritivan Earthquake Museum Memorial is an integral part of Smritivan Project. The museum will showcase the experience, the resilience and the courage of the community to the various disasters that have hit the region since the age of Dholavira. It will be an emotive space with exhibition galleries for earthquake relics, traditions and other artefacts and information. Open workshop for local artisans and craftsmen will also be included to showcase the heritage of Kutch and culture of its people.

The museum building includes Living Heritage Intangible Culture (LHIC) orientation, earthquake, museum exhibits, temporary exhibit galleries, auditorium/ screening and service rooms, classrooms/ education programming, collections/ storage, Smritivan Earthquake Museum Memorial (SEMM) administration/ board room, exhibit MNTCE/ graphic production shop, café/ kitchen/ cold-storage, museum/ memorial retail/ souvenir shop, HVAC/ electrical/ mechanical room, IT and exhibit server control room, library/ reading room, public amenities/ handicap access ramps.

To develop the living heritage museum and its interior, Gujarat Smritivan Society intends to hire the services of a consulting agency for designing, development and curation of Smritivan Earthquake Memorial Museum.

2. Guidelines for the bidder

1. Please address all queries and correspondence to the CEO, GSDMA Block No. 11, 5th floor, Udyog Bhavan, Sector 11, Gandhinagar - 382 011
2. Bidders who wish to participate in this selection process will have to register on <https://www.nprocure.com>. Further, participating Bidders will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic commercial proposals. Bidders can procure the same from (n) Code Solutions – a division of GNFC Limited, or from any other agency licensed by Controller of Certifying Authority, Government of India. Bidders who already have a Digital Certificate need not procure a new digital certificate.
3. The proposal will be submitted in 4 envelopes marked as below:
 - a. **Master envelope - Expression of Interest for appointment of agency for master planning, designing, development & curation of Smritivan Earthquake Memorial Museum at Bhujiyo Dungen, Kutch-Bhuj, Gujarat**
 - b. **Envelope 2 – “Original proposal”**
 - c. **Envelope 3 – “Copy of the proposal”**
 - d. **Envelope 4 – “Tender fee”**
4. The agency/ firm/ company will be appointed for a period of **24 months. Any extension beyond the timeline will be on mutually agreeable terms.**

4. Scope of Work

The scope of work includes but not limited to:

1. Vision for the Smriti Van Earthquake Memorial Museum

- Define the vision for the museum in continuation to the Conceptual Report for the Smritivan Earthquake Memorial Museum.
- The museum designer will have to work within the architectural shell provided, there cannot be any civil work change like in terms of levels, plinths, ramps, heights, skylights etc.
- The museum design team would only work in the museum galleries which is approx. 7500sq.mt in Built Up area.
- All issues will be approved jointly by the client ie. GSDMA and the architect ie. VSC.

2. Overview of Museum Masterplan

Overview of all museum spaces, galleries, public and non-public areas, storage, reserve collection and amenities and utilities. The consulting agencies shall co-ordinate with the architecture team on the same and guide them on any necessary requirements.

3. Conceptualise & design of all Museum spaces and galleries

Exhibition design, arrangement and layout of the galleries, design of graphics, captions and imagery, design of display structures, showcases and exhibits, light design for galleries and all

spaces, storage facilities, installation of public information system & signage, museum-shop, audio-visual/multimedia exhibits, public utility zone, comprehensive architectural services, air conditioning and ventilation.

4. Curation of museum, and all galleries

Curatorial approach, detailed curation of galleries with thematic categorisation of collection, if collection exists, else creation of collection would be the next stage

4. Estimation of bill of quantities and specifications

Determination of various bill of quantity estimate including partition, layout of the gallery, showcases, pedestal, signage, lighting, air-conditioning, multi-media equipment's, miniature exhibits etc.

5. Tendering and Procurement Processes

6. Implementation of the work

Supervision of supply & installation of materials, equipment's, furnishing lighting as mentioned in the bill of quantity and supervision of execution of the project so as to give a final product as per the concept, drawing & design approved by the client by using the materials, equipment's as specified in the bill of quantity.

The Gujarat Smritivan Society invites eligible Consulting firms ("Consultants") to indicate their interest in providing the services. Interested Consultants should provide information demonstrating that they have required qualifications and relevant experience to perform the Services. The shortlisting criteria are:

Shortlisting Criteria

1. The firm should have undertaken at least three thematic / museum exhibitions of Rs 3 crore
2. The firm should have worked on at least three other cultural projects of Rs 6 crore
3. The lead designer of the firm should have at least 10 years' experience in the field and must have accomplished at least 5 museum or heritage space projects in total. These projects may be temporary or permanent
4. At least 10 cultural projects done under the name of the company that the bidder is applying from, (cultural projects can include but not be limited to: museums & thematic exhibitions, heritage sites, public spaces, craft community projects), with details and supporting images, done in the last 5 years
5. The average annual turnover of the participating
 - i. **Category (a)** i.e. Museum / Exhibit Designer Consultant / Firm should have an average annual turnover of Rs. 75 Lakh over the last 3 financial years
 - ii. **Category (b)** i.e. The Consortium should have average annual turnover of Rs. 75 Lakh over the last 3 financial years

Submittal

1. Introductory letter on letter head (with complete contact details – name of contact person, mailing address, telephone, fax, email etc.) explaining how the firm is best to deliver the task
2. Organization profile
3. Short note on the similar projects implemented by the firm pertaining to the shortlisting criteria along with the contact details of past clients;
4. Short note on experience in the State in design, architecture and craft projects in the state would be preferred
5. Portfolio of the applying firm with images and descriptive text of not more than 100 words of 20 relevant projects
6. Project understanding, approach and coordination methods:
 - a) Consulting firm shall describe understanding of project and identify approach to fulfill the scope of services and deliverable requirements.
 - b) Consulting firm shall summarize the key elements of the proposal and outline reasons why firm should be selected.
7. Annual Audited Financial statement for the last 3 financial years;
8. Consulting firm shall identify the key work tasks, milestones, and critical path based upon the scope of project
9. The EOI should contain sufficient supporting document to substantiate the claim of the Consultant towards their qualification as per the shortlisting criteria

The draft Terms of Reference will be available on the website <http://www.gsdma.org>

Technical Criteria for Selection

S.NO.	Particulars	Marks
1.	The applicant should be a design consultant or a registered Design Firm with specialisation in Museum Design registered in India. Appropriate documents supporting their status must be submitted.	5
2.	The firm should have undertaken at least three thematic / museum exhibitions of Rs 3 crore	10
3.	The firm should have worked on at least three other cultural projects of Rs 6 crore	10
4.	At least 10 cultural projects done under the name of the company that the bidder is applying from, (cultural projects can include but not be limited to: museums & thematic exhibitions, heritage sites, public spaces, craft community projects), with details and supporting images, done in the last 5 years	10
5.	Portfolio of the applying firm with images and descriptive text of not more than 100 words of 20 relevant projects	15
6.	The applicant or lead designer of the firm should have at least 10 years' experience in the field and must have accomplished at least 5 museum or heritage space projects in total. These projects may be temporary or permanent.	10
7.	Project understanding, approach and coordination methods. Identify	20

	the key work tasks, milestones, and critical path based upon the scope of project	
8.	At least 2 or more Projects should be international projects	5
9.	Experience in the State in design, architecture and craft projects in the state would be preferred.	10
10.	1) The applicant should have a. GST registration number/PAN number and b. Average annual turnover of at least Rs. 75 Lakh over the last 3 years.	5
	Total....	100

5. General terms and conditions

ARTICLE – 1: AMENDMENT OF BIDDING DOCUMENTS

- At any time prior to the deadline for submission of bids, GSDMA for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by amendment.
- All prospective Bidders who have received the bidding documents will be notified of the amendment through website <https://www.nprocure.com> and such modification will be binding on them.
- In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, GSDMA, at its discretion, may extend the deadline for the submission of bids.

ARTICLE – 2: LANGUAGE OF BID

- The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and GSDMA shall be in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For purposes of interpretation of the bid, the translation shall govern.

ARTICLE – 3: COST OF BIDDING

- The bidder shall bear all costs associated with the preparation and submission of the bid and GSDMA will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.

ARTICLE - 4: BID FORMS

- Wherever a specific form is prescribed in the tender document, the bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information
- For all other cases, the Bidder shall design a form to hold the required information.
- Authority shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms

ARTICLE - 5: FRAUDULENT & CORRUPT PRACTICE

- Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial on-competitive levels and to deprive the GSDMA of the benefits of free and open competition.
- Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

ARTICLE - 6: LACK OF INFORMATION TO BIDDER

- The bidder shall be deemed to have carefully examined all contracts documents to his entire satisfaction. Any lack of information shall not in any way relieve the bidder of his responsibility to fulfill his obligation under the document

ARTICLE - 7: PERIOD OF VALIDITY OF BID

- Bids shall remain valid for 180 days after the date of bid opening prescribed by GSDMA. A Bid valid for a shorter period shall be rejected as non-responsive.
- In exceptional circumstances, the GSDMA the responses thereto shall be made in writing. The bid security shall also be suitably extended. A bidder granting the request is not required nor permitted to modify the Bid.

ARTICLE - 8: FORMAT AND SIGNING OF BID

- The bidder shall prepare required number of copies of the bid, clearly marking each “Original Bid” and “Copy of Bid” as appropriate. The bidder shall submit all the bid documents appropriately hard bound. If bid is submitted in loose form it shall be out rightly rejected. In the event of any discrepancy between original bid document and the copy of the bid, the original shall govern
- The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the Contract/Concession Agreement. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid
- The complete bid shall be without alteration or erasures, except those to accord with instruction issued by the GSDMA or as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid

ARTICE - 9: SEALING AND MARKING OF BID

- Bidder shall submit their bids in FOUR SEPARATE PARTS, out of which two parts are to be submitted in sealed envelopes as mentioned in Section 3
- The outer envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in cases it is declared 'late' or the bidder has not submitted the price through online process
- If the outer envelope is not sealed and marked as required, GSDMA will assume no responsibility for the bid's misplacement or premature opening
- The Tender Fee and Technical bids shall be placed in separate envelopes and then placed in double envelope as explained above
- If these envelopes are not sealed and marked as required, GSDMA will assume no responsibility for the bid's misplacement or premature opening and rejection.

ARTICLE 10: MODIFICATION AND WITHDRAWAL OF BID

- The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification included substitution or withdrawal of the bids, is received by the GSDMA prior to the deadline prescribed for submission of bids.
- The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original bid
- No bid may be modified subsequent to the deadline for submission of bids
- No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid letter form.

Withdrawal of a bid during this interval may result in the bidder's forfeiture of its Bid security.

ARTICLE - 11: OPENING OF BIDS BY THE GSDMA

- Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register evidencing their attendance.

ARTICLE - 12: CONTACTING THE GSDMA

- Bidder shall not approach GSDMA officers outside of office hours and/or outside the GSDMA premises, from the time of the Bid opening to the time the Contract is awarded.
- Any effort by a Bidder to influence the GSDMA officers in the decisions on bid evaluation bid comparison or contract award may result in rejection of the bidder's offer. If the bidder wishes to bring additional information to the notice of the GSDMA, it should do so in writing.

ARTICLE - 13: BID EVALUATION

- Evaluation shall be carried out based on the above parameters and the data and documents provided by the Bidders in support of their claims
- The above evaluation shall be done by an Evaluation Committee decided by the GSDMA. The Committee shall determine the approach and methodology for the issues, which may arise during the above referred evaluation exercise and have not been addressed in this Tender Document. The decision of the Committee shall be final and binding on all the Bidders

ARTICLE -14: ARBITRATION

- If a dispute of any kind whatsoever arises between the GSDMA and Bidder in connection with, or arising out of, the contract or the execution of the works or after their completion and whether before or after the repudiation or other termination of the Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 or any statutory amendment thereof.
- The reference to arbitration may proceed notwithstanding that the works shall not then be or be alleged to be completed, provided always that the obligations of the GSDMA, the neer and the bidder shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be entitled to suspend the works, payments to the bidder shall be continued to be made as provided by the Contract.
- Arbitration proceedings shall be held at Gandhinagar and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the GSDMA and the bidder. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.
- All arbitration awards shall be in writing and shall state the reasons for the award.

ARTICLE – 15: BID CORREGENDUM / CLARIFICATIONS

The bid corrigendum if any shall be provided through nprocure only. All the clarifications if required shall be raised through email and will be provided through GSDMA website/email only.