



# Development Support Agency of Gujarat

## Volume - 1

### Request for Proposal

For

**Selection of a Design and Project Management Consultant (DPMC) for  
Museum, Curation and Allied Works of National Tribal Freedom Fighters  
Museum at Garudeshwar, Rajpipla, Narmada District**

BID DOWNLOADING	01/08/2024 from 11:00 hours IST
PRE-BID MEETING (Physical & Online both)	12/08/2024 at 16:00 hours IST Meeting Link: <a href="https://meet.google.com/krb-jris-inm">https://meet.google.com/krb-jris-inm</a>
LAST DATE OF ONLINE SUBMISSION	21/08/2024 up to 18:00 hours
LAST DATE OF PHYSICAL DOCUMENT SUBMISSION	21/08/2024 up to 18:00 hours
DATE OF TECHNICAL BID OPENING	22/08/2024 at 11:00 hours IST
PRESENTATION	Time and place shall be Announced later

**Development Support Agency of Gujarat  
Third Floor, Birsa Munda Bhavan,  
Gandhinagar - 382010, Gujarat**

**Date of Issue – 1<sup>st</sup> August 2024**

## NOTICE INVITING ONLINE E-TENDER

### DETAILS ABOUT TENDER: TENDER NOTICE NO. -- OF 2024

Department Name	Tribal development Department
Authority Inviting /Opening Bid	Development Support Agency of Gujarat
Name of Work	<b>Selection of a Design and Project Management Consultant (DPMC) for Museum, Curation and Allied Works of National Tribal Freedom Fighters Museum at Garudeshwar, Rajpipla, Narmada District</b>
Mode of Tender	Open
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)
Consortium	Allowed
Bid Document Fee	INR. 15000/- (Rupees Fifteen thousand only) in the form of Demand Draft
Bid Document Fee Payable to	Non-refundable by Demand Draft in favor of “Development Support Agency of Gujarat” payable at Gandhinagar
Earnest Money Deposit (EMD) (INR)	INR. 18,00,000/- (Rupees Eighteen Lakhs only) in the form of Demand Draft.
Earnest Money Deposit (EMD) in favor of	In the form of DD in favor of “Development Support Agency of Gujarat” payable at Gandhinagar
Bid Document Downloading Start Date	01/08/2024 from 11:00 hours IST
Site visit	Mandatory site visit to be done as per bidder’s convenience any time before the Bid Submission Date.
Pre-Proposal Conference	The conference shall be conducted physically and virtually on—12/08/2024 at 16:00 hours IST at “Conference Room, 2 <sup>nd</sup> Floor, DSAG, Birsa Munda Bhavan, Gandhinagar - 382010, Gujarat” <b>Meeting Link:</b> <a href="https://meet.google.com/krb-jris-inm">https://meet.google.com/krb-jris-inm</a>
Bid Document Downloading End Date	21/08/2024 up to 18:00 hours
Last Date & Time for Submission of Technical and financial bid online	21/08/2024 up to 18:00 hours
Submission of technical bid documents (Hardcopy submission of technical bid)	21/08/2024 up to 18:00 hours
Technical Bid opening	22/08/2024 at 11:00 hours IST
Date of Presentation	To be informed to shortlisted bidders. These qualified bidders shall be given 15 days’ time for preparing the detailed design of one gallery as mentioned in the bid.
Bid Validity Period	120 days
Remarks	Bidders shall submit their financial offer only in electronic format on the website, after digitally signing the same. Offers which are not digitally signed will not be accepted. No financial offer in physical form will be accepted in case any such offer is received by the “Chief Executive Officer, Development Support Agency of Gujarat”
Phone numbers and Email Address	07923252257; <a href="mailto:tdo1-ctd-gnr@gujarat.gov.in">tdo1-ctd-gnr@gujarat.gov.in</a> ; <a href="mailto:museum-dsag-gnr@gujarat.gov.in">museum-dsag-gnr@gujarat.gov.in</a>

Performance Security	5% of the <b>Contract fee</b>
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## **Disclaimer**

The information contained in this Request for Proposals document (“**RFP**”) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, 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 or an offer by the Authority 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 Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors 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 may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisors 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 Selection Process.

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

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

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission

of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses, site visits & field visits to be conducted for preparation of presentation and other associated works for demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority 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 or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.



## **Glossary**

<b>DPMC Contract</b>	As defined Clause 1.1.1 of Draft Agreement
<b>Contract Fees</b>	As defined in Clause 1.1.1 of Draft Agreement
<b>Applicable Laws</b>	As defined in Clause 1.1.1 of Draft Agreement
<b>Bidder</b>	As defined in Clause 2.1.1
<b>BUA</b>	Built Up Area
<b>Associate</b>	As defined in Clause 2.3.3
<b>Authorized Representative</b>	As defined in Clause 2.13.3
<b>Authority</b>	As defined in Clause 1.1.1
<b>Bid Documents</b>	As defined in Clause 1.2
<b>Conditions of Eligibility</b>	As defined in Clause 2.2.1
<b>Conflict of Interest</b>	As defined in Clause 2.3.1
<b>Consortium</b>	As defined in Clause 2.1.1
<b>Consultancy</b>	As defined in Clause 1.2
<b>Consultant</b>	As defined in Clause 1.2
<b>Documents</b>	As defined in Clause 2.12
<b>Effective Date</b>	As defined in Clause 2.1 of Draft Agreement
<b>Eligible Assignments</b>	As defined in Clause 3.1.4
<b>Financial Proposal</b>	As defined in Clause 2.15.1
<b>Form of Agreement</b>	Form of Agreement as in Volume 2
<b>INR, Re, Rs.</b>	Indian Rupee(s)
<b>Implementation Agencies</b>	As defined in Clause 1.1.2
<b>LOI</b>	Letter of Intent
<b>Member</b>	As defined in Clause 2.3.3 (a)
<b>Official Website</b>	As defined in Clause 1.7
<b>Project(s)</b>	As defined in Clause 1.1.1
<b>Prohibited Practices</b>	As defined in Clause 4.1
<b>Proposals</b>	As defined in Clause 1.2
<b>Proposal Due Date or PDD</b>	As defined in Clause 1.5
<b>RFP</b>	As defined in Disclaimer
<b>Schedule Bank</b>	As specified in RBI Act, 1934
<b>Selection Process</b>	As defined in Clause 1.6
<b>Services</b>	As defined in Clause 1.1.1 of Draft Agreement
<b>Sole Firm</b>	As defined in Clause 2.1.1
<b>Statutory Auditor</b>	An Auditor appointed under Applicable Laws
<b>Technical Proposal</b>	As defined in Clause 2.14.1
<b>US\$</b>	United States Dollar

The words and expressions beginning with capital letters and defined in this documentshall, unless repugnant to the context, have the meaning ascribed thereto herein.

## **INVITATION FOR PROPOSALS**

## 1 INTRODUCTION

### 1.1 Background

- 1.1.1 The Development Support Agency of Gujarat (D-SAG), an autonomous agency functioning under the aegis of Tribal Development Department (TDD), Government of Gujarat (GoG), has been entrusted the responsibility of developing the National Museum for Tribal Freedom Fighters (Project) at Garudeshwar, Narmada district, Gujarat (near Statue of Unity) (“**Authority**”).
- 1.1.2 National Tribal Freedom Fighter Museum (NTFFM) has been envisaged as a tribute to contributions and sacrifices of tribals from various States of India in their struggle against the British rule. The main objectives of the proposed museum shall be to showcase the following:
- The free spirit of tribals through symbolic depiction of the theme of their contribution in struggle against the British that shall evoke emotional connection amongst the audience. It is to collect, preserve, interpret, and display items of historical events, struggles against British rule by tribals.
  - To show the actual contribution in freedom struggles which have not been given due importance by historians.
  - To sensitize the present generation about the tribal contribution in the nation building.
  - It will display the rich tribal culture, traditions, and heritage of the tribals. The museum is also proposed to have a center of excellence for tribal and anthropological research.

The concept and design should be landmark, unique, stimulating and inspiring to inquisitive minds. It should be more than just exciting place to explore, should be home to sustainable, collaborative, socially engaging organization managing a dynamic network of programmers related to the theme of museum.

The project is located at Garudeshwar Village, Narmada District. The project has access to Ekta Nagar Railway Station at a distance of 2.5 km along with access to the Statue of Unity at 10 kms. Furthermore, the project is 2 km from the State Highway and accessibility to cities such as Ahmedabad, Vadodara and Surat under 200 km.

The Figure 1 depicts the regional context of the project.

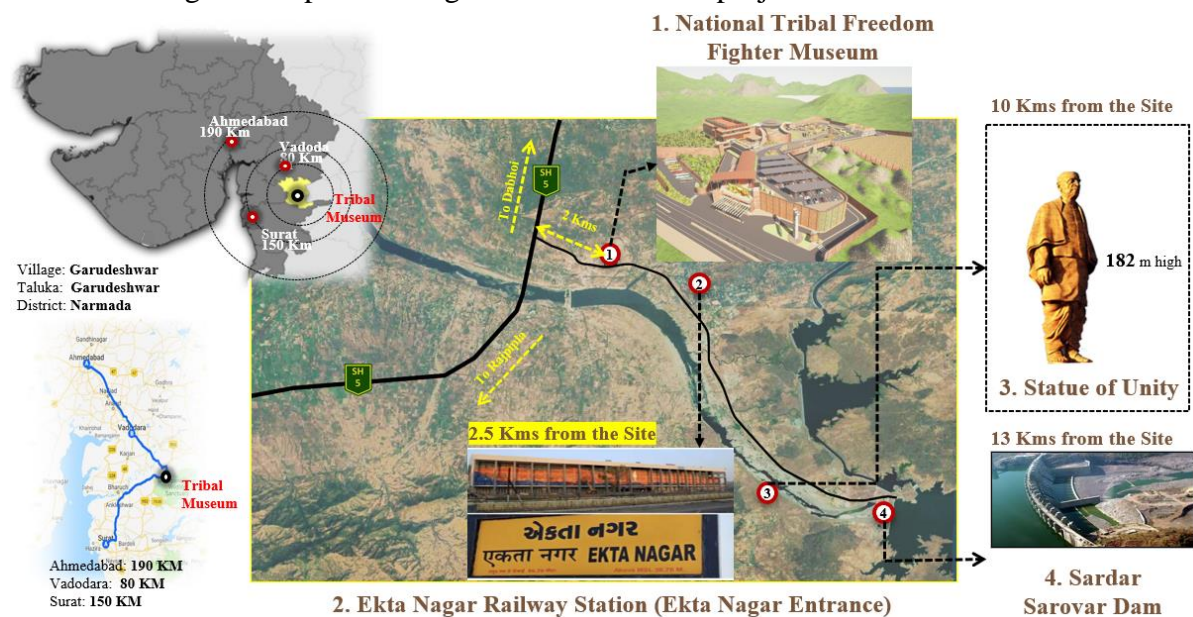


Figure 1 Regional Context of the Project

Table 1 indicates the project details by highlighting the project name, Authority and work status of the project. The Table 2 provides the project area statement and overall 3D view of the project for reference purpose and to understand the scope of work.

Table 1 Project Details- Work Status

Project Details- Work Status		
Sr. No.	Item	Description
1.	Project Name	National Tribal Freedom Fighter Museum (NTFFM)
2.	Project Client	Development Support Agency of Gujarat (DSAG), Tribal Development Authority
3.	Details of Completed Civil Works at Site	
4.	Completed Civil Works at Site	Frame Structure of Museum building, Amphitheatre, Staff Quarters and Director's Bungalow and Tribal Mall
5.	Phase Duration (Year)	2018-2021
6.	Details of Ongoing Construction Works at Site	
7.	Ongoing Construction Works at Site	Tribal mall finishing works with basic electrical works, Ticket Counter, Car & Bus Parking Area, Forecourt Area, Retaining wall, Road work, Service Building and Compound wall. Finishing of Directors Bungalow and Staff quarters.
8.	Start date	March-24
9.	Completion date	Dec-24
10.	Way forward: Details of Museum, Curation and Allied Works	

Selection of a Design and Project Management Consultant (DPMC) for Museum, Curation and Allied Works of National Tribal Freedom Fighters Museum at Garudeshwar, Rajpipla, Narmada District

<i>Project Details- Work Status</i>		
<i>Sr. No.</i>	<i>Item</i>	<i>Description</i>
11.	Museum, Curation and Allied Works Elements	Museum building with complete exhibit design and curation works, Development of Cafeteria, Games, Recreation space, Library and Reading Space, Tribal Hut area, Flea market and workshop area, Sculpture and Landscape works etc.
12.	Planned Project Completion	December 2025

Table 2 Project Area Statement (Built Up Area- BUA) for the entire Project

<b>Project Features- Area Statement (Built Up Area-BUA)</b>		
<b>Sr. No.</b>	<b>Item</b>	<b>BUA in sqmt. (approx.)</b>
<b>1</b>	<b>Plot</b>	<b>98,029</b>
2	Museum Block Compute Curations & Developments	13,252
3	Ticket Counter	406
4	Souvenir Shop	90
5	Waiting Area with Shed	280
6	Tree Court With Open Seating	471
7	Play Area in Fore Court with related infrastructure	75
8	Development of Cafeteria, Games, Recreation space, Library, Reading Space (Platform Area)	6,190
9	Tribal Hut Area Including Drop Off Zone (Platform Area)	9,082
10	Development of Amphitheatre Including Stage	1,935
11	Staff Quarters	1,661
12	Staff Quarters Area Development	1,923
13	Director's Bungalow Interior & Furnishing works	353
14	Director's Bungalow Area Development	398
15	Tribal Mall External development & Internal work Concept	1,636
16	Main Car Parking - Solar panels conceptual work	5,260
17	Flea Market	675
18	Artisan Workshops	1,090
19	Landscape Area in Front of The Museum	6,824
20	Food kiosks concept development work in front area	1,568
21	Bus And Car Park of front area	2,100
22	Driver's Rest Zone + Toilet Block	109
23	Road + Footpaths Landscapes	23,955
24	Other Site Landscape Area (Soft Scape + Hardscape)	8,268
25	Tribal Freedom Fighter Sculpture Park	492
26	Future Expansion Areas Concept Development	19,453
27	Skywalk Bridge (4m wide, 5.5m clear height, 20-25m span range approximately)	210 RMT
28	Bus Bay Dropoff	367

<b>Project Features- Area Statement (Built Up Area-BUA)</b>		
<b>Sr. No.</b>	<b>Item</b>	<b>BUA in sqmt. (approx.)</b>
29	Entrance Lobby and Passage of Museum Concept Development	290
30	Service Building & further development works to be undertaken (Built Up Area Excluding 4.8Lac Ltr. UGT *Area Subject to Revision)	781
30A	Underground Water Tank (UGT)	4.8 lakh ltr capacity
31	Stair & Lift Block besides Amphitheatre	820
32	Retaining Walls with Curation Content (Height varies from 2.44 m to 11.15 m)	652.5 RMT
33	Retaining Walls with Basic Finishing (Height varies from 1.65 m to 15.75 m)	1650 RMT
34	Compound Walls with Basic Finishing (Height varies from 1.65 m to 9.35 m)	1674 RMT
35	Toe Walls (2 m average Height) for reference	455 RMT
36	Gabion Walls (Height varies from 1.20 m to 5.20 m) for reference	525 RMT

**Legend:**

	Partial work done – Balance work to be done
	Work completed – Tribal design concept to be integrated as approved
	Work to be done

As mentioned in Table 1 the present proposal is being released for the Museum, Curation and Allied Works. In reference to the same the Development Support Agency of Gujarat invites bids/proposals in response to this RFP from the agencies that have strong technical and financial background with adequate consulting experience in museum design, curation, exhibit design, master planning, MEPF design, and supervision services. All the prospective Bidders shall have sufficient qualified personnel, consortium partners, and resources to accomplish all the services described herein within the prescribed time. The agency must be capable of furnishing all necessary professional, technical and expert services as required to complete all the elements of consultancy assignment described below in the scope of services and Terms of Reference (ToR). Refer Annexure 1A, 1B, and 1C of Volume 1 and Annexure 1 of Volume 2 for the same.

In pursuance of the above, the Authority has decided to carry out the process for selection of experienced **Design and Project Management Consultant (hereinafter referred to as “DPMC”)** for development of the Project. The DPMC’s scope would broadly include:

- Design basis report of all the elements being designed by the DPMC.
- Preparation of Detailed Project Report along with related BOQs.
- Museum, Curation & Content Development, Exhibit Designs.
- Depiction of Tribal Heritage, lifestyle, weapons and tools, artefacts, art and culture with thematic concept and related Installations.
- Development of Tribal Installation which shall be executed by the tribal artisans to depict the tribal culture for the entire venue.



- Development of wall murals based on “Tribal Concept”
- Preparation of the Element Concept, Architectural Design, Interior Design, Structural Design, MEPF Design followed by related design and coordination with the associated stakeholders, etc.
- Development of Façade and its lighting
- Development of entire illumination concept of the project
- Development of related services and infrastructure works of the entire project along with works related to future expansion
- Master Plan development, supervision and site supervision.

The above-mentioned scope of work is to be read in conjunction with the scope matrix attached as Annexure 1A, 1B, and 1C of Volume 1. The estimated project cost (“Estimated Project Cost”) as on the date of this proposal is approximately INR 153 Crore (Rupees One Hundred Fifty-Three Crore Only). This is an indicative estimate and would be finalized based on the detailed working carried out by DPMC under this RFP. The total project cost may vary depending on the budget sanctioned.

The balance civil works pending for the project would be taken upon finalization of Museum, Curation and theming. Design and detailing for the balance civil works would be in scope of the Bidder. **The Bidder to perform mandatory site visit** and carry out an independent assessment of the current status of the site and facilities. Authority will provide AUTOCAD drawings and detailed research documentation to the applicants upon signing of Non-Disclosure Agreement (NDA) as per Appendix-IV: Form-1 of the RFP to the short-listed bidders. Applicant to note that a guided site visit will have to be arranged by the bidder in coordination with the Authority as per schedule mentioned in Clause 1.9.

#### 1.1.3 Site Location:

The development of the Project is envisaged to be developed at Garudeshwar, Rajpipla, Narmada District (“Site”).



1.1.4 The Authority has decided to engage a Design and Project Management Consultant (“**DPMC**”) to support the Authority in conceptualizing the Project components, museum design, curation, exhibit design, preparation of bid documents, and overall supervision for the engagement of Construction Agency as well as Tribal Artisans required towards successful implementation of the project including but not limited to:

i Construction Agency (CA): CA shall be responsible for civil construction works as mentioned in Annexure 1A, 1B, and 1C of Volume 1 including but not limited to procurement, supply, installation, testing and commissioning of related facilities as decided by the Authority.

ii Any other agency as required.

hereinafter referred to as “**Implementation Agencies<sup>1</sup>**”

1.1.5 Based on the finalization of the Project Structure, the Project would be implemented in accordance with the terms and conditions of the contract to be entered into between the Authority and respective Implementation Agencies (the “**Contract**”).

## **1.2 Request for Proposals**

1.2.1 The Authority invites proposals from interested firms (the “**Proposals**”) for selection of a Design and Project Management Consultant (the “**Bidder**” or “**DPMC**”) for development of the project. The **Terms of Reference** for the consultancy is provided below. The Authority intends to select the DPMC through open competitive bidding process in accordance with the procedure set out herein.

1.2.2 **The Terms of Reference** (the “**TOR**”) and the detailed scope of work for the project under this RFP are specified in Annexure 1 of the Volume 2 Draft agreement.

## **1.3 Due diligence by Bidders**

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10

## **1.4 Obtaining RFP Document**

RFP document can be downloaded from the e-procurement portal of Government of Gujarat: <https://www.nprocure.com>. The Bidder would be required to register on the e-procurement marketplace <https://www.nprocure.com> and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform. The Bidders shall submit all the details as per this RFP, in the online standard formats displayed in eProcurement web site. The Bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents in the eProcurement web site.

Bidders submitting the bid after downloading from the website shall have to furnish document fee (“**Bid Fee**”) amounting to Rs. 15,000/- (Rupees Fifteen Thousand Only) along with bid documents in the form of demand draft in favour of **Development Support Agency of Gujarat (D-SAG)** payable at Gandhinagar.



Additionally, Bidders must also submit an Earnest Money Deposit (“Earnest Money Deposit (EMD)” in the form of Demand Draft a sum of INR. 18,00,000/- (Rupees Eighteen Lakhs only) in favour of “**Development Support Agency of Gujarat (D-SAG)**” payable at Gandhinagar. EMD shall be refunded in 120 days upon completion of the bidding process.

Bid Fee and EMD original documents must be submitted along with the Technical Proposal (in hard copy) and a copy of the same to be uploaded along with the Technical Proposal online, else the bids will be summarily rejected. Bid Fee and EMD shall be issued by any Nationalized Bank or other bank specified in Government of Gujarat, GR No: EMD/4/2022/0002/DMO dated May 20, 2022 (and as amended from time to time), in favour of “**Development Support Agency of Gujarat (D-SAG)**” payable at Gandhinagar.

EMD (which shall be without any interest) will be returned by the Authority of the first ranked Bidder (“**Selected Bidder**”), upon the Selected Bidder signing the Agreement, and furnishing the Performance Security in accordance with the provisions thereof.

The EMD of unsuccessful Bidder will be returned by the Authority, without any interest, as promptly as possible on selection of the Selected Bidder or when the Bidding process is cancelled by the Authority.

### **1.5 Validity of the Proposal**

The Proposal shall be valid for a period of not less than **120 days** from the Proposal Due Date (the“**PDD**”).

## 1.6 Brief description of the Selection Process

The Authority has adopted a two envelope selection process (the “Selection Process”) for evaluating the Proposals comprising technical and financial bids to be submitted separately. A technical evaluation will be carried out as specified in Clause 3.1 The evaluation of Financial Bids will be carried out as specified in Clause 3.2. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.3.

## 1.7 Official Website

The Official Website of the Authority is: <https://www.dsag.gujarat.gov.in/>

## 1.8 Schedule of Selection Process

The Authority would endeavor to adhere to the following schedule.

Table 3 Schedule of Selection Process

Sr. No.	Event Description	Date
1.	Bid Document Downloading Start Date	01/08/2024 from 11:00 hours IST
2.	Site Visit	Mandatory site visit to be done as per bidder's convenience any time before the Proposal Due Date.
3.	Pre-Proposal Conference	The conference shall be conducted physically and virtually on 12/08/2024 at 16:00 hours IST at “Conference Room, 2 <sup>nd</sup> Floor, DSAG, Birsa Munda Bhavan, Gandhinagar - 382010, Gujarat” venue. <b>Meeting Link:</b> <a href="https://meet.google.com/krb-jris-inm">https://meet.google.com/krb-jris-inm</a>
4.	Bid Document Downloading End Date	21/08/2024 up to 18:00 hours
5.	Last Date & Time for Submission of Technical and financial bid online	21/08/2024 up to 18:00 hours
6.	Submission of technical bid documents (Hardcopy submission of technical bid)	21/08/2024 up to 18:00 hours
7.	Technical bid opening	22/08/2024 at 11:00 hours IST
8.	Date of Presentation	To be informed to shortlisted bidders. These qualified bidders shall be given 15 days' time for preparing the detailed design of one gallery as mentioned in the bid.
9.	Date of opening of financial bid	To be intimated later
10.	Letter of Intent (LOI)	Within 10 days of date of opening of financial bid
11.	Signing of Agreement	Within 7 days of receipt of LOI
12.	Validity of Bids	120 days of Bid Submission Date

## 1.9 Pre-Proposal visit and inspection of data

Prospective Bidders may visit the office of the Authority and the proposed Project site at any time prior to PDD. Further, Mandatory site visit to be done as per bidder's convenience any time before the Proposal Due Date as per schedule mentioned in clause 1.8. For this purpose, Bidder will provide at least two days' notice to the nodal officer specified below in clause 1.11:

## 1.10 Pre-Proposal Conference

Pre-Proposal Conference will be conducted physically and virtually via video conferencing as per details mentioned in clause 1.8. The interested bidders to inform DSAG by email if they are willing to participate online pre-bid meeting by an email by 11/08/2024 by 18:00 hrs. Email id: [museum-dsag-gnr@gujarat.gov.in](mailto:museum-dsag-gnr@gujarat.gov.in), , [tdo1-ctd-gnr@gujarat.gov.in](mailto:tdo1-ctd-gnr@gujarat.gov.in), and [sbst.projects@gmail.com](mailto:sbst.projects@gmail.com).

## 1.11 Communications

1.11.1 All communications including the submission of Proposal should be addressed to:

Table 4 Communication Details

Sr. No	Name	Designation	Address	Phone	Email
1.	Shri. Supreet Gulati	Chief Executive Officer	Development Support Agency of Gujarat, 3rd Floor, Sector-10 A, Birsa Munda Bhavan, Gandhinagar.	+91-079 23252257,	<a href="mailto:museum-dsag-gnr@gujarat.gov.in">museum-dsag-gnr@gujarat.gov.in</a>
2.	Shri. S.M. Kakkad	Assistant Commissioner		+91-079 23252257,	<a href="mailto:tdo1-ctd-gnr@gujarat.gov.in">tdo1-ctd-gnr@gujarat.gov.in</a>

1.11.2 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

“RFP Notice No. [●] FOR Selection of a Design and Project Management Consultant (DPMC) for Museum, Curation & Allied Works of National Tribal Freedom Fighters Museum at Garudeshwar, Rajpipla, Narmada District.”

## 2 INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 2.1 Scope of Proposal

- 2.1.1 The Bidder may be any legal entity incorporated/ registered under the applicable laws of India and having valid GST registration. However, Bidders shall only be a single entity or a group of entities (the “**Consortium**”), coming together to implement the relevant Project. The maximum members in a consortium will be limited to **3 (three)**. Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. A Bidder shall submit only 1 (one) Bid. A Bidder bidding individually or as a member of a consortium shall not be entitled to submit another bid for the same Project(s) either individually or as a member of any other Consortium, as the case may be. **Previously terminated agencies are not eligible to bid for the project. If found in the bid process, the bid shall stand rejected.** The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. Party that submits their Bids for a particular Project in accordance with this RFP hereinafter referred to as “**Bidder**”.
- 2.1.2 Bidders are advised that the selection shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.
- 2.1.3 The Bidder shall submit its Proposal in the form and manner specified in this Section of the RFP. The Technical proposal shall be submitted as Form 1 to Form 14 as Appendix-I and the Financial Proposal shall be submitted as Form 1 to Form 2 of Appendix-II. The Technical Proposal and Financial Proposal must be uploaded on the e-procurement portal as per the schedule provided in the RFP. **In case of repugnancy between online and hard copy submissions, online submission to have primacy.** Upon selection, the Bidder shall be required to enter into an agreement with the Authority in the form specified at Volume 2- Draft Agreement (hereafter referred as “**Agreement**”).
- 2.1.4 The range of scope of work will include the Comprehensive Design Services of the Project- which includes Concept Development, Curation and Exhibit Design, Architectural and Interior Design, Structural Design Coordination and MEPF Design of the project including Project Management Services and Enhancement of Master plan.
- 2.1.4.1 **Design Phase:** Services mentioned in Part 1 of Annexure 1 of Volume 2- Draft Agreement are part of design phase obligation and deliverables of the DPMC
- 2.1.4.2 **Supervision Phase:** Services mentioned in Part 2 of Annexure 1 of Volume 2- Draft Agreement are part of Supervision phase obligation and deliverables of the DPMC.
- 2.1.4.3 Refer Annexure 1A, 1B, and 1C of Volume 1 and Annexure 1 of Volume 2 for detailed clarity.

### 2.1.5 Deployment of DPMC's Personnel and Support Personnel

The selected Bidder shall have the Key Personnel as part of their team for purpose of this Project as mentioned in Table 5. The resources mentioned lays down the minimum requirement for the Project. Further, the Bidder to deploy any other additional required team/ personnel to the office of authority during the project from time to time for Design works & Execution Works. The Bidder should ensure that it includes qualified team members to successfully deliver the above scope of work. The bidder to ensure that the deployed personnel comply with the eligibility criteria and requirement of various expert position as mentioned in the Annexure 2 and Annexure 3 of Volume 1.

Table 5 Proposed Deployment of DPMC's Personnel

PROPOSED DEPLOYMENT OF DPMC'S PERSONNEL				
Sr. No.	Position	Number of positions required	Minimum Man-month requirement assessed by the Authority for each position	Sub Total of Man-month for each personnel
a	b	C	D	e = c x d
<b>I. Key Experts - Category CV's to be evaluated individually</b>				
1.	Project Director cum Over all In charge of the Entire Project	1	4	4
2.	Principal Lead Designer	1	10	10
3.	Chief Architect of the Project	1	10	10
4.	Design Coordinators	2	9	18
5.	Museum Expert/Lead content writer/Curator	2	4	8
6.	Lead content writer/Research Personnel	2	4	8
<b>II. Team members -Category CV's to be evaluated individually</b>				
7.	Exhibit Designers	6	6	36
8.	Architects & Interior Designers	4	7	28
9.	Resident Engineer	1	13	13
10.	Field Engineers	3	13	39
11.	Chief Project Engineers- Services	2	12	24
12.	Field Engineers	2	12	24
13.	Graphic Designers	3	6	18
14.	Planning Engineer	1	8	8
15.	Language Experts	2	3	6
<b>III. Key MEPF Experts -Category CV's to be evaluated individually</b>				
16.	Lightning Designer	1	6	6
17.	Sound Designer/ Acoustics Engineer	1	6	6
18.	ElV Designer/ Electrical Engineer	2	6	12
19.	Plumbing Designer/Engineer	2	6	12
20.	Film Maker/AV/Content developer	1	6	6
	<b>Total</b>	<b>40</b>		<b>296</b>
<b>Support staff - Requirements</b>				
<b>CAD operator, photocopy operator, office person, accountant, support staff, document controller, research associates shall be assessed by DPMC and deployed for the entire duration. Fees shall be quoted inclusive for the said staff based on the requirements of the Firm. Details of each personnel to be attached by the bidder.</b>				
<b>Notes:</b>				

PROPOSED DEPLOYMENT OF DPMC'S PERSONNEL				
Sr. No.	Position	Number of positions required	Minimum Man-month requirement assessed by the Authority for each position	Sub Total of Man-month for each personnel
a	b	C	D	e = c x d
1. Design phase with approval of DBR is 45 days from the issue of LOI				
2. The selected bidder must develop Memorandum of Understanding (MOU) with experts to develop and authenticate concepts and write-ups to be demonstrated within the entire venue including the museum building. The scope shall conduct field visits for each zone by constituting a team whose members are as approved by the Authority. The field visits are required to understand tribal culture/ dynamics, interaction with locals and identifying local artisans to get their participation in execution as well (zone wise). The entire team shall commence conducting work and filed visits in coordination with the Authority. <b>Involvement of Tribal community shall be done as per Annexure 3 Volume 2.</b>				
3. The man-month required by the Authority for each position indicates minimum period of deployment on a project for being considered as eligible. The bidder shall consider full day working for the deployment including the visits of the experts and enlisted staff.				

2.1.5.1 It is reiterated that the above deployment requirement is the minimum expected manpower required to be deployed by the selected Bidder during the Project duration. The Selected Bidder shall assess its scope during the Supervision Phase and deploy manpower in addition to the above, as and when required. The field visits shall commence simultaneously for each zone after the approval of DPMC Team Members from the selected bidder. Each Team for a particular location shall comprise of the following:

1. One Designer (can be Lead Designer/ Chief Architect/ Architects or Interior Designers)
2. One Exhibit Designer
3. One Museum Expert or Curator or Research Personnel
4. Graphic Designers

**The team shall be comprised of 4 to 6 members and shall commence and complete work within 75 days after signing of Agreement. (Approximately each team shall work on three galleries.)**

2.1.5.2 For Support Staff Category, the Bidders will make their own assessment of position wise requirement including their deployment planning and to be appropriately factored in their Financial Bid clearly. The Bidders shall have the flexibility to increase the number of positions as well as the total man- month requirements under each category based on their assessment of requirements of Experts/ Staff for achieving the successful completion of the assignment and their overall Work plan. Entire Man month deployment planning of the Bidder must be appropriately factored in their Financial Bid clearly.

#### 2.1.6 Permissible Change of Expert Manpower by the Bidder

Bidder shall offer and make available all Key Experts and Team Members meeting the requirements as specified in the Table 5 above at Clause 2.1.5 under the normal circumstances. Notwithstanding the foregoing, replacement of Key Experts/Team Members during the currency of the Contract may be considered by the Authority only based on the DPMC's written request and due to circumstances outside the

reasonable control of the DPMC, including but not limited to death or medical incapacity of the concerned Key Personnel/Team Members/Key Experts. In such case, the DPMC shall forthwith provide as a replacement, **a person of equivalent or better qualification and experience, as prescribed at Annexure 2.** However, such replacements would be subject to following stipulations:

- (i) Selected Bidder shall be permitted to offer replacement of a maximum of two persons each in Key Experts/ Team Members/ Key MEPF Experts respectively during the currency of the Contract subject to other terms and conditions for replacement of the Expert manpower being fully complied with and as approved by the Authority.
  - (ii) In case, the Selected Bidder proposes replacements of Key Experts beyond the provisions of Sub Para (i) above, then a maximum of two more persons each in Key Experts/ Team Members/ Key MEPF Experts shall be permitted by the Authority subject to other conditions for replacement of Expert manpower being fully complied with. However, for all such replacements, a reduction of 10% (ten percent) in the accepted Man month remuneration rate for the concerned position will be implemented for the entire balance deployment duration of that position.
- 2.1.7 The Authority can at any time during the project, instruct the DPMC Agency to substitute any Personnel for failure to satisfactorily perform the role & responsibility and tasks as per the scope and if found to not actually have the sufficient proficiency in the required skills to perform tasks. The DPMC Agency shall substitute the Personnel at an immediate basis with another Personnel having equally or better qualification and experience, without any additional compensation payable to DPMC Agency by the Authority for such substitution, and without causing any delay in works due to substitution of personnel.
- 2.1.8 Failure of the Project Director cum Over all In charge of the Entire Project to meet the eligibility criteria as per Clause 3.1.2 and Scoring Matrix for various Technical Evaluation parameters at Annexure 2 of this RFP shall result in summary rejection of the Bid. Further, no replacement of person against this position will be permitted until completion of a period of minimum 12 (twelve) months from the date of signing of Agreement, in case the Bidder finally emerges as the Selected Bidder for issue of LOI.
- 2.1.9 Other Requirements for the Bidder:
- (i) Sub-consultancy assignments will not be considered as eligible experience.
  - (ii) For claiming the desired experience, Bidder shall have to submit a valid proof acceptable to the Authority.
  - (iii) In case the Bidder claims its relevant experience from an assignment undertaken in a Consortium, receipts from its share of the fee from such assignment, as certified by Statutory Auditor or CA as the case may be, shall be reckoned to be considered as an Eligible Assignment.

## **2.2 Conditions for Eligibility of Bidders**

2.2.1 For determining the eligibility of Bidders for submission of their Bids hereunder, the following shall apply:

- a) The Bidder for qualification may be a single entity or a group of entities (the “Consortium”), coming together to implement the relevant Project. However, no Bidder applying individually or as a Member of a Consortium, as the case may be, can be a Member of another Consortium. The term Bidder used herein would apply to both a single entity and a Consortium. The maximum Members in a Consortium will be limited to 3 (three). The bidder shall be a Design firm capable of providing Design services, structural coordination works, MEPF design & coordination, Museum Curation & Exhibit design and Site Supervision services.
- b) A Bidder shall be a company registered in India under the Companies Act 1956/2013 or any other company/entity/firm/body-corporate/proprietorship/ or institutions incorporated/ registered under relevant statutes/laws in India or any combination of the above (with a formal intent to form a Consortium, meeting the requirements set out in this RFP), provided however that natural persons are not eligible to submit their bids either individually or as member of a Consortium. The Bidder shall submit incorporation documents/charter documents in support along with the Technical Bid.
- c) In case the Bidder is a Consortium of entities, it should comply with the following additional requirements:
  - i. Bid should contain the information required for each Member of the Consortium, provided number of Members of the Consortium shall not exceed 3 (three).
  - ii. Members of the Consortium shall nominate 1 (one) member as the Lead Member with minimum stake of Fifty One percent (51%).
  - iii. Partners having less than Twenty Five Percent (25%) participation will be termed as non-substantial partners and will not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of Consortium.
  - iv. The nomination of the Lead Member shall be supported by a Power of Attorney, as per the format set forth in Appendix I- Form 4 and Form 5 signed by all the other Members of the Consortium.
  - v. The Members of a Consortium shall execute the Project through the Lead Member who shall sign the Agreement with Authority, for and on behalf of the Consortium. In this regard, it's clarified that all Members of the Consortium shall be jointly and severally liable to execute the Project during the contract period.
  - vi. Members of the Consortium shall enter into a binding Joint Bidding Agreement for the purpose of submitting their Bid as set forth in Appendix I- Form 8.
  - vii. Without prejudice to the joint and several liability of all the Members of the Consortium, the Lead Member shall represent all the Members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Developer. The Developer shall ensure that each Member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Project and the Authority shall be entitled to rely upon any such action, decision or communication of the Lead Member. The Authority shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible



or liable for the inter se allocation of payments among Members of the Consortium.

(Note: A copy of the Joint Bidding Agreement should be submitted along with the Bid. The Joint Bidding Agreement entered into between the Members of the Consortium should be specific to the Project and should fulfil the above requirements, failing which the Bid shall be considered non-responsive.)

- d) While only entities registered/ incorporated in India are permitted to submit bid for the Project. It is clarified that as mandated under the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division, the Bidder shall not, unless registered with the Competent Authority under the aforesaid Order, be related to an entity in a country which shares a land border with India, in any of the following ways:
- i. A subsidiary of an entity incorporated, established or registered in such a country; or
  - ii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - iii. An entity whose beneficial owner is situated in such a country; or
  - iv. An Indian (or other) agent of such an entity; “agent” for the purposes of this RFP shall mean a person employed to do any act for another, or to represent another in dealings with third person.
  - v. Natural person who is a citizen of such a country.

The “beneficial owner” for the purpose of (iii) above shall mean,

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical persons, has a controlling ownership interest or who exercises control through other means. Where no natural person is identified, the beneficial owner is the relevant natural person who holds the position of senior managing official.  
Explanation –
  - a. “Controlling ownership interest” means ownership of or entitlement to more than 25% (twenty-five per cent) of shares or capital or profits of the company,
  - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements,
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership

Provided further that the Selected bidder shall not be allowed to sub-contract to any firm from a country which shares a land border with India unless such firm is registered with the Competent Authority as provided in the aforesaid Order. It is however clarified that, as mentioned in Annexure B of the aforesaid Order, the restriction contained in this clause will not apply in respect of those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. The updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.

“Competent Authority” for the purpose of this Clause means the Authority defined in Annexure 1 of the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division.

Bidders must read carefully the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its proposal, the Bidder shall fulfil the following:

**(A) Technical Capacity**

1. The Bidder shall have an overall Design Experience of minimum 15 years in providing services related to Design works. In-case of a Consortium the overall Design Experience of the Lead Partner shall be considered.

The Bidder shall have, over the past 10 (Ten) years preceding the Bid submission date, have experience in each of the of the following-

2. 1 (One) **Completed Eligible Design Assignment:** having project completion cost of at least INR 122.5 Crores with MEPF cost of the completed project being at least INR 36 crores (Out of INR 122.5 crores) (80% of Estimated Project Cost)

**OR**

2 (Two) **Completed Eligible Design Assignments:** having project completion cost of at least INR 76.5 Crores each with MEPF cost of the completed project being at least INR 23 crores (Out of INR 76.5 crores) each (50% of Estimated Project Cost)

**OR**

3 (Three) **Completed Eligible Design Assignments:** having project completion cost of at least INR 61.2 Crores each with MEPF cost of the completed project being at least INR 18 crores (Out of INR 61.2 crores) each (40% of Estimated Project Cost);

*\* Eligible Design Assignment Cost is inclusive of the MEPF Cost as stated above.*

3. 1(one) **Completed Eligible Curation and Exhibit Design Assignment:** having completion cost of works of at least INR 80 Crores and having **Minimum exhibit design area of project admeasuring minimum 10,000 m<sup>2</sup> carpet area.**

**OR**

- 2 (Two) **Completed Eligible Curation and Exhibit Design Assignments:** having completion cost of works of at least INR 40 Crores and **Minimum exhibit design area of project admeasuring minimum 6,500 m<sup>2</sup> carpet area.**

4. 1(One) **Completed Eligible Site Supervision Assignment:** having project completion cost of at least INR 122.5 Crores (80% of Estimated Project Cost)

**OR**

- 2 (Two) **Completed Eligible Site Supervision Assignments:** having project completion cost of at least INR 76.5 Crores (50% of Estimated Project Cost)

**OR**

- 3 (Three) **Completed Eligible Site Supervision Assignments:** having project completion cost of at least INR 61.2 Crores (40% of Estimated Project Cost);

**Definition of Eligible Design & Site Supervision Assignment** means Museums, Theme-based galleries, Theme parks, Cultural Centers/ Convention centers projects within India admeasuring to minimum of 25,000 m<sup>2</sup> Built-up area with external area development of minimum 38,000 m<sup>2</sup> excluding Residential buildings/Industrial Parks and factories/ Infrastructure & Road projects.

***Eligible Design Assignment:*** Experience of Master Planning for Similar facilities project within India during the last 10 years immediately preceding the Bid Submission Date. The experience in master planning shall include providing Detailed Architectural design, Interior design Landscape designing and/or providing detailed design including but not limited to the Architectural, Structural, MEPF with AV, lights, ELV, Audio-Video System, Video Distribution System, Multimedia System, Sound Reinforcement System, Acoustics and Exhibits with related façade work. The Experience of completed projects against this criterion works shall be considered for preferable related works.

***Eligible Curation and Exhibit Design Assignment:*** Experience of completed exhibit planning and curation and/or storyboarding and/or theming design for any museum project/galleries/theme parks or equivalent works within India during the last 10 years.

***Eligible Site Supervision Assignment:*** Experience of site supervision and monitoring for Civil works/ Museum Interior works/ Exhibition Fabrication & Installation works for any Similar facilities within India during the last 10 years. Experience of ongoing projects against this criterion will not be considered.

**The bidder must have at least 10 years' experience of providing similar type of services to Central/State Government/PSUs/ Nationalized Banks/ Reputed Organizations within India.**

**Documentary Evidence:**

- i. Work Order/Agreement
- ii. Completion Certificate or Letter from Client on their letter head along with Documentary Evidence must be attached in respect of each of these eligible assignments to clearly validate the nature of services, project cost etc., as a part of the Technical Proposal. **Self-certification by the Bidder will not be permitted.**

## **(B) Financial Capacity**

### **1. Annual Turnover**

The Bidder shall have a minimum average annual turnover of at least INR 15 Crores from consulting services only; during each of the 3 (three) financial years (2021-2022, 2022-23 and 2023-24) shall be considered. The average annual turnover from similar works of the last three financial years should be  $\geq$  INR 15 Crores. The average annual turnover of the consortium will be based on the percentage participation of each member.

Example: Let Member-1 have percentage participation = M and Member-2 have = N. Let the average annual turnover of Member-1 is 'A' and that of Member-2 is 'B', then the average annual turnover of consortium will be =  $\frac{AM+BN}{100}$

#### **Notes:**

- a. Where a work is undertaken by a Consortium, only that portion of the contract which is undertaken by the concerned bidder should be indicated and the remaining done by the other members of the Consortium be excluded. This is to be substantiated with documentary evidence.

For the purposes of this RFP, Turn Over means the professional consultancy fees received by the bidder for providing technical and design consultancy services and/or project management supervision services to its Clients during a financial year. It shall not include interest earned from financial instruments.

The Bidder shall submit the letter from the CA/Statutory Auditor along with audited balance sheets to this effect. Refer Appendix I Form 2.

In computing the Technical Capacity and Financial Capacity of the Bidder under this Clause 2.2.2, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder. The definition of Associate has been provided herein in this RFP in the Explanation to Clause 2.3.3. It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder shall be provided to demonstrate that the person is an Associate of the Bidder.

### **2. Net Worth**

The bidder must have a Positive Net Worth for the financial year ending on 31<sup>st</sup> March 2024. This must be certified by Statutory Auditor/ CA. Incase the annual accounts for the latest financial year are not audited, the bidder shall provide an undertaking duly signed by the Statutory Auditor/ CA to this effect.

In Case of JV- Net worth will be based on the percentage participation of each Member.

Example: Let Member-1 has percentage participation = M and Member-2 has =N. Let the Net Worth of Member-1 is A and that of Member-2 is B, then the Net worth of JV will be =  $\frac{AM+BN}{100}$

Both (1) Annual Turnover & (2) Net Worth are collectively referred to as the Financial Capacity of the Bidder.

**(C) Escalation Factor**

The following enhancement factor shall be applied to annual turnover and completion cost of works 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.	Base Year	Financial Year	Escalation Factor
1	Base year of inviting bid	2023-2024	1.00
2	-1	2022-2023	1.07
3	-2	2021-2022	1.14
4	-3	2020-2021	1.22
5	-4	2019-2020	1.31
6	-5	2018-2019	1.4
7	-6	2017-2018	1.5
8	-7	2016-2017	1.6
9	-8	2015-2016	1.71
10	-9	2014-2014	1.83
11	-10	2013-2014	1.96

**(D) Other Requirements**

1. The Bidder (including any member in case of Consortium) has not been put on defaulter's list of EPF/ESI/GST/Labour Dept. etc. during the last three years (from the last day of the previous month of tender submission). The bidder should submit undertaking to this effect in the Appendix-III: Form-3 of Volume 1.
2. The Bidder should not be involved in any illegal activity and/or has not been charge sheeted for any criminal act during last three years (from the last day of the previous month of tender submission). The bidder should submit undertaking to this effect in the Appendix-III: Form-3 of Volume 1.
3. The bidder shall have to provide PAN no. under income tax act, GST number and GST return statement/ certificate and should submit the same as part of Appendix-I: Form-11 of Volume 1.

**2.3 Conflict of Interest**

- 2.3.1 A Bidder shall not have a conflict of interest that may affect the Selection Process or the project (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2 The Authority requires that the Bidder provides professional, objective, and impartial advice and at all times hold the Authority's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that would be in conflict

with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.3.3 Without limiting the generality of the above, Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (a) the Bidder (the “**Member**”) or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- (d) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
- (e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Application of either or each of the other Bidder; or
- (f) there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Bidder will depend on the circumstances of each case. While providing services to the Authority for this particular assignment, the Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing

consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or

- (h) the Bidder, its Member or Associate (or any constituent thereof), and the Bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be,) in the Bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder, or is deemed or published as an “Associate Office”; or has a formal arrangement such as tie up for client referral or technology sharing, consortium with the Bidder (the “**Associate**”); provided, however, that if the Bidder has any formal arrangement such as consortium membership in a consortium of advisors/consultants for a particular assignment/ project, not being this project, with any other person, then such other person shall not be treated to be an Associate of the Bidder solely due to the reason of forming such consortium. As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.3.4 Interest: eventually appointed to provide services for this Project, shall be disqualified from subsequently providing goods or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 1 (one) year from the completion of this assignment or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this services or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority.

2.3.5 **The Previously terminated agencies are not eligible to bid for the project. If found in the bid process, the bid shall stand rejected.**

## **2.4 Number of Proposals**

No Bidder shall submit more than one Application for the project. A Bidder applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

## **2.5 Cost of Proposal**

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals including visiting the site, and their participation in the Selection Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## **2.6 Visit to the Authority and verification of information**

Bidders are encouraged to submit their respective Proposals after visiting the proposed site and after ascertaining of Applicable Laws and regulations or any other matter considered relevant by them.

## **2.7 Acknowledgement by Bidder**

2.7.1 It shall be deemed that by submitting the Proposal, the Bidder has:

- (a) made a complete and careful examination of the RFP.
- (b) received all relevant information requested from the Authority.
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above.
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder.
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.



## **2.8 Right to reject any or all Proposals**

- 2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.
- 2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:
- (a) at any time, a material misrepresentation is made or discovered, or
  - (b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
  - (c) If the Previously terminated agencies have applied.

Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified / rejected, then the Authority reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

## **B. DOCUMENTS**

### **2.9 Contents of the RFP**

- 2.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11

#### **Volume 1: Request for Proposal**

- 1 Introduction
- 2 Instructions to Bidders
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Proposal Conference
- 6 Miscellaneous

#### **Annexures**

- 1 Annexure 1 to Annexure 3

#### **Appendices**

- 1 Appendix I- Form 1 to Form 14
- 2 Appendix II- Form 1 & Form 2
- 3 Appendix III- Form 1 to Form 4
- 4 Appendix IV- Form 1

#### **Volume 2: Draft Agreement**

#### **Volume 3: Tender Drawings and Details for reference**

## **2.10 Clarifications**

- 2.10.1 Bidders requiring any clarification on the RFP may send their queries to the Authority in writing by speed post/ courier/ special messenger or by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

*"Queries concerning RFP for Selection of a **Design and Project Management Consultant (DPMC) for Museum, Curation and Allied Works of National Tribal Freedom Fighters Museum at Garudeshwar, Rajpipla, Narmada District**"*

The Authority shall endeavor to respond to the queries within the period specified during pre-proposal meeting. The Authority will post the reply to all such queries on the e-procurement portal, official website and copies thereof will also be circulated to all Bidders who have purchased the RFP document without identifying the source of queries.

- 2.10.2 The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

## **2.11 Amendment of RFP**

- 2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the e-procurement portal, Official Website and by conveying the same to the prospective Bidders (who have purchased the RFP document) by e-mail.
- 2.11.2 All such amendments will be notified through e-mail to all Bidders who have purchased the RFP document. The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Bidders.
- 2.11.3 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD.

## **C. PREPARATION AND SUBMISSION OF PROPOSAL**

### **2.12 Bid Language**

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP.

### **2.13 Format and signing of Proposal**

- 2.13.1 The Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.13.2 The Bidder shall prepare one original set of the Technical Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to

this RFP) and clearly marked “ORIGINAL”. In addition, the Bidder shall submit 1 (one) copy of the Technical Proposal, along with Documents, marked “COPY”. Besides, the aforesaid hard copy submissions, all the documents of the Proposal under this RFP must also be uploaded to the e-procurement portal of the Government of Gujarat. In the event of any discrepancy between the hard copy original and its copies, the original shall prevail; and in case of any discrepancy between online and hard copy submission, the Online submission shall prevail. One set each of Technical Proposal (Original and Copy) must be submitted as a hard copy at the office of the Authority prior to PDD as per table in Clause 1.8 . Without prejudice to the foregoing requirements in this clause, the financial bid shall only be submitted online and not in any event by way of hard copy submission; in which case the Bid shall be summarily rejected as non-responsive.

2.13.3 The Proposals must be properly signed by the authorised representative (the “**Authorised Representative**”) as detailed below:

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation.

In case the Bidder is a Consortium, the members thereof should furnish a power of attorney in favour of any member, which member shall thereafter be identified as the Lead Member, in the format as specified in Appendix – I (Form-4) duly supported by a charter document or board resolution in favour of executant. In case the Bidder is a Consortium, Joint Bidding Agreement in the format as specified in Appendix – I (Form-7) shall be submitted by the Bidder.

A copy of the Power of Attorney certified by a notary public in the Appendix-I: Form-4 and Appendix-I: Form-5 specified in Volume 1 shall accompany the Proposal for each member of the consortium (if required).

2.13.4 Bidders should note the PDD, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD as specified in Clause 2.17.1. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

## **2.14 Technical Proposal**

2.14.1 Bidders shall submit the technical proposal in the formats at Appendix-I (the “**Technical Proposal**”) including the original and copies of the Bid Fee and EMD.

2.14.2 While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:

- (a) all forms are submitted in the prescribed formats and signed by the prescribed signatories;

- (b) power of attorney, if applicable, is executed as per Applicable Laws;
  - (c) the proposal is responsive in terms of Clause 2.20.3.
  - (d) Proof of Payment of Bid Fee and EMD (Original DDs to be provided).
- 2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposalliable to be rejected.
- 2.14.4 The Technical Proposal shall not include any financial information relating to the FinancialProposal.
- 2.14.5 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the DPMC either by issue of the LOI or entering into of the Agreement, and if the Selected Bidder has already been issued the LOI or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Bidder or DPMC, as the case may be.

In such an event, the Authority shall forfeit and appropriate the EMD, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

## **2.15 Financial Proposal**

- 2.15.1 Bidders shall submit the financial proposal in the formats at Appendix-II Form-2 (the “**FinancialProposal**”) solely by way of online submission [and not as hard copy submission] clearly indicating the fee as a percentage (%) of Actual Project Cost (the “**Contract Fees**”). The Contract Fee shall be paid as per the Volume 2 Draft Agreement in **Annexure-5** of the DPMC Contract. The fee should be filled in in both figures and words and signed by the Bidder’s Authorised Representative. In the event of any difference between figures and words, the percentage indicated in words shall prevail. The Financial Proposal and details must only be uploaded on the e-procurement portal of Government of Gujarat and no hard copy of the Financial Proposal must be submitted.
- 2.15.2 While submitting the Financial Proposal, the Bidder shall ensure the following:
- a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration of Personnel(s), overheads, accommodation, air fare, site visits, equipment, printing of documents, etc. The Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
  - b) All payments shall be subject to deduction of taxes at source as per Applicable Laws.

- c) All payments shall be made in INR.
- d) Applicable GST under Applicable Laws in India shall be paid over and above the fee quoted in the Financial Proposal. No other taxes shall be paid over and above the fee quoted by the Bidder.

## **2.16 Submission of Proposal**

2.16.1 The Bidder shall upload the Technical Proposal and Financial Proposal on e-procurement platform in the specified formats prior to the PDD. Two sets i.e., one original and one copy of the Technical Proposal must be submitted at the office of the Authority prior to PDD.

2.16.2 Two sets of the Technical Proposal as per clause 2.16.1, will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number, Bidder name as indicated at Clause 1.11.1 and 1.11.2 and the name and address of the Bidder. It shall bear on top, the following:

**“Do not open, except in presence of the Authorised Person of the Authority”**

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Bidder.

2.16.3 The completed Proposal must be delivered on or before the specified time on PDD. Proposal submitted by fax, telex, telegram or e-mail shall not be entertained.

2.16.4 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

2.16.5 The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the DPMC under the Agreement.

## **2.17 Proposed Due Date**

2.17.1 Proposal should be submitted on or before the Proposal Due Date and time specified in Clause 1.8 on the e-procurement portal and one set each of Technical Proposal (Original and Copy) must be submitted as a hard copy at the office of the Authority prior to PDD and time at the address provided in Clause 1.11.1 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

2.17.2 The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.11 uniformly for all Bidders.

## **2.18 Late Proposal**

2.18.1 Proposals received by the Authority after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

2.18.2 Any entity which has been barred by the Central/ State Government, or any other government institution in India, for any reason, from participating in any project and/or assignment, and the bar subsists as on the date of the Bid, would not be eligible to submit the Bid.

## **2.19 EMD**

2.19.1 The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its EMD shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- a) If a Bidder engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
- b) if the Bidder is found to have a Conflict of Interest as specified in Clause 2.3; and
- c) if the selected Bidder commits a breach of the Agreement.

## **D. EVALUATION PROCESS**

### **2.20 Evaluation of Proposals**

2.20.1 The Authority shall open the Proposals as per the schedule mentioned in Clause 1.8, at the place specified in Clause 1.11.1 and in the presence of the Bidders who choose to attend. The envelopes marked "Technical Proposal" shall be opened first.

2.20.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.20.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- a) Contains the Proof of Payment of Bid Fee and EMD (Original DDs to be provided)
- b) the Technical Proposal is received in all the forms specified in Appendix-I;
- c) it is received by the PDD including any extension thereof pursuant to Clause 2.17;
- d) it is signed, sealed, bound together and marked as stipulated in Clauses 2.13 and 2.16;
- e) it is accompanied by the Power of Attorney as specified in Clause 2.2.1;
- f) it contains all the information (complete in all respects) as requested in the RFP;
- g) it does not contain any condition or qualification; and (g) it is not non-responsive in terms hereof.

2.20.4 The Authority reserves the right to reject any Proposal which is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

- 2.20.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.
- 2.20.6 The Bidder meeting the Minimum Eligibility Criteria (Technical Capacity and Financial Capacity) as set out in clause 2.2.2 hereof, shall be called upon to make a presentation ("Technical Presentation") and shall be provided technical score based on their Technical Proposal and technical presentation ("Technical Score"). After the technical evaluation (including technical presentation), a date, time and venue will be notified to all Bidders announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals (as submitted on the e-procurement website), the list of pre-qualified Bidders along with their Technical Scores will be read out/announced. The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.1, 0, and 3.3.
- 2.20.7 Bidders are advised that Selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.20.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it.

## **2.21 Confidentiality**

- 2.21.1 Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to matters arising out of or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

## **2.22 Clarifications**

- 2.22.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.22.2 If a Bidder does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

## **E. APPOINTMENT OF DPMC**

### **2.23 Negotiations**

The Selected Bidder may, if necessary, be invited for negotiations

### **2.24 Indemnity**

The Bidder shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the Contract Fee actually paid to the Bidder under the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

### **2.25 Award of DPMC Contract**

After selection, a Letter of Intent (the “**LOI**”) shall be issued, in duplicate, by the Authority. The Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof along with provision of Performance Security. In the event the Performance Security, duplicate copy of the LOI along with Performance duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOI and the next highest- ranking Bidder may be considered.

### **2.26 Execution of Agreement**

After acknowledgement of the LOI as aforesaid by the Selected Bidder, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

### **2.27 Commencement of Assignment**

The DPMC shall commence the project immediately from the date of the signing of Agreement or such other date as may be mutually agreed. If the DPMC fails to either sign the Agreement as specified in Clause 2.27 or commence the assignment as specified herein, the Authority may invite the second ranked Bidder. In such an event, the LOI or the Agreement may be cancelled /terminated.

### **2.28 Proprietary data**

Subject to the provisions of Clause 2.22, all documents and other information provided by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential. The Authority will not return any Proposal, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Bidder to the Authority in relation to the project shall be the property of the Authority.



### 3 CRITERIA FOR EVALUATION

#### 3.1 Evaluation of Technical Proposal

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Bidder's its understanding of Eligibility Criteria. The Bidders shall be called upon to make a presentation before the Authority (refer Clause 1.8). The evaluation shall be based on Quality Cost Based System (QCBS).

Technical Proposals shall be ranked as per score achieved by them, from highest to the lowest technical score ( $S_T$ ) and shall be considered for further evaluation. After detailed evaluation as per the Technical Scoring Criteria below, **the Authority shall shortlist the Bidders securing 75 or more marks on their technical score.** Shortlisted Bidders alone shall be eligible for Technical Presentation.

3.1.2 The scoring criteria to be used for evaluation shall be as follows.

Table 6 Technical Scoring Criteria

Technical Score - 100 Marks			
Sr. No	Criteria	Maximum marks	Marking pattern
1	Overall Experience of the Lead Partner in Design works as per Clause 2.2.2-A (as per Form-1 Appendix-I)	10	Meeting the minimum eligibility criteria- 7 marks
			For each additional 2 years - 1 mark
			Maximum 21 years' experience
2	Experience of Eligible Design Assignment as per Clause 2.2.2-A. (as per Form-6A & 6B Appendix-I)	10	Meeting the minimum eligibility criteria with MEPF works- 7 marks
			For each additional eligible project - 1 mark
			Maximum 3 more additional projects of similar works with MEPF works
3	Experience of Eligible Curation and Exhibit Design Assignment as per Clause -2.2.2-A (as per Form-6C & 6D Appendix-I)	30	Meeting the minimum eligibility criteria -22 marks
			For each additional eligible project - 4 marks
			Maximum 2 more additional projects of similar works.
4	Experience of Eligible Site Supervision Assignment as per clause 2.2.2- A (as per Form-6E & 6F Appendix-I)	10	Meeting the minimum eligibility criteria- 7 marks
			For each additional eligible project - 1mark
			Maximum 3 more additional projects of similar works with MEPF works
5	Annual Average Turnover of the bidder in the last preceding 3 financial years preceding bid downloading date. This shall be arrived based on the certificate from the duly certified statutory auditor/ CA as per clause 2.2.2-B (as per Form-12 Appendix-I)	10	Bidder with the highest Annual Average Turnover -10 marks
			Bidder with second highest Annual Average Turnover -8 marks
			All the other bidders - 6 marks
6	Approach and methodology as per Appendix-I: Form-7, Volume 1	10	Work methodology proposed for the project in detail based on the stipulated scope

Technical Score - 100 Marks			
Sr. No	Criteria	Maximum marks	Marking pattern
			especially highlighting works of Curation and Exhibit Design along with overall project
7	Deployment of Manpower as per Appendix-I: Form-9, Volume 1,	20	Team composition submitted by the Bidder shall be reviewed.
			Meeting the minimum criteria- 14 marks
			Additional staff deputation of Key Experts and Team members - 2 marks especially Exhibit and Museum Experts per personnel
			Maximum 3 more additional Experts/ Team members with related experience
Minimum passing marks for the next stage of the presentation is 75 marks.			

\*The supporting document must clearly delineate the scope of works executed under the assignment with the completion certificate released by the Competent Authority. The shortlisted bidder shall be informed about the date and time of the presentation by email or by telephonic conversation. The bidder to consider 15 days duration for the preparation of presentation.

After the detailed evaluation as per technical scoring criteria as prescribed in Table 6, the Authority shall shortlist the bidders securing 75 or more marks on their Technical Score ("Technical Score"). Such bidders shall be shortlisted bidders and such shortlisted bidders alone shall be eligible for further Technical Presentation.

Refer for Table 7 for scoring criteria of Technical Presentation:

Table 7 Technical Presentation Scoring Criteria

Technical Presentation- 100 Marks			
Sr. no.	Criteria	Maximum marks	Presentation Review pattern and requirements for the overall design development
1	Understanding the entire project with existing condition and interventions required to achieve the vision of the Authority	10	Key findings and strategy to complete balance works in terms of design, execution timeline and estimated cost by using Tribal community and artisans. Additional attraction or related works proposed by the bidder.
2	Proposed detailed timeline for achieving Milestones as per bid stipulations	10	Team composition with roles & responsibilities to complete design works milestones as per bid stipulations with realistic timeline
3	Conceptual design for the entire Museum and related components of the project	10	Parameters like address the function of the project, experience of the visitor, structural clarity and meaning of the proposed theme, choice of materials, climate and energy use, infrastructure, landscape and softscape considerations, security with overall design philosophy keeping Sustainability as core consideration. Concept development of various components of the project like Facade development of the museum, illumination, murals and related

Technical Presentation- 100 Marks			
Sr. no.	Criteria	Maximum marks	Presentation Review pattern and requirements for the overall design development
			finishes of walls, sculpture and recreational area, gates, signages etc
4	Detailed Design of one Gallery titled " <i>The Hul of the Santals</i> " and Tribal Tree.	60	Detailed depiction of the procedure adopted for Exhibit Design Gallery
			Following steps to be followed for each Gallery design:
			1. Field visits with details of team with Experts to validate findings based on the storyline shared by the Department.
			2. Modus operandi to be adopted for Data collection and interaction with Local community. Propose standard storyline format.
			3. Proposed Brainstorming sessions with the inputs gathered to arrive at the outcomes proposed
			4. Identification of major and minor movements for a particular Gallery including the details of Heroes, location and events and category of Tribes involved.
			5. Development of content outline document
			6. Gallery design and curation approach. Involvement of the concerned tribal community, its artists and artisans in design and curation of the gallery must be clearly mentioned and depicted in the presentation.
			7. The Gallery experience document (show case format)
			8. 3D rendered work (views & walk-throughs) of themed interior, with related components/ media considered with content elements
			9. Proposed Layout plan with internal movement
			10. Proposed use of technology across the gallery to enhance visitor experience and engagement
			11. Any mock demonstration of some creative outputs/deliverables proposed.
5	Seamless Integration with the Completed works of the project	10	Proposed thematic development to develop Tribal concept based on the bid stipulations for works completed at the project site and which are under construction

**Minimum 60% marks for qualification is required to be eligible for Financial Bid Opening. The bidder to share soft copy and 4 hard copies for presentation.**

### 3.2 Evaluation of Financial Proposal

- 3.2.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Eligible Financial Proposal will be assigned a financial score (SF) as specified in Clause 3.3.3. After detailed evaluation as per the Technical Scoring Criteria above, the **Authority shall shortlist the Bidders securing 75 or more marks on their Technical Score**. Such Shortlisted Bidders alone shall be eligible for Technical Presentation.
- 3.2.2 For financial evaluation, the total cost indicated in the Financial Proposal, will be considered.
- 3.2.3 The Authority will determine whether the Financial Proposals are complete, qualified and unconditional. The total Fee indicated in the Financial Proposal shall be deemed as final and reflecting the Contract Fee (in INR). Omissions, if any, in costing any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Bidder. The lowest Financial Proposal ( $F_M$ ) and in terms of Fee arrived from the Financial Proposal) will be given a financial score ( $S_F$ ) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M / F$$

(F = Contract Fee arrived from the fee quoted in the Financial Proposal)

### 3.3 Combined and Final Evaluation

- 3.3.1 Proposals will finally be ranked according to their combined technical ( $S_T$ ) and financial ( $S_F$ ) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

- 3.3.2 The selection procedure of the shortlisted bidders would be based on a two-bid system with 20% to Technical Score, 60% weightage to presentation (100 marks) and 20% weightage to price-bid (100 marks).
- 3.3.3 Where,  $T_w$  and  $F_w$  are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.8 and 0.2 respectively. **This will be done after applying a weightage of 0.20 (or 20%), 0.60 (or 60%) and 0.20 (or 20%) respectively** to the technical score, technical presentation and financial score of each qualifying presentation, technical and financial proposal then computing the relevant combined total score of each bidder.

### 3.4 Award Criteria

- 3.4.1 Based on this exercise, bidders submitting the proposals should clearly understand that any or all parts of the proposals are liable to be part of the negotiation procedure. The H1 bidder shall be invited for contract negotiations procedure. However, in case of unbalanced fees quoted, the Authority (DSAG), reserves the right to negotiate with H2/H3 bidder. The decision of Authority shall be binding to all the competing bidders. The bidders shall have no objection whatsoever in this regard.
- 3.4.2 The Selected Bidder shall be the Bidder having the highest combined score. The second highest Bidder shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Bidder withdraws or fails to comply with the requirements specified in Clauses 2.23, 2.26 and 2.27, as the case may be.

## 4 FRAUDENT AND CORRUPT PRACTICES

- 4.1** The Bidders and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the **EMD**, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- 4.2** Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the **LOI** or the Agreement, if an Bidder or DPMC, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the **LOI** or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3** For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the **LOI** or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the **LOI** or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the **LOI** or the Agreement, who at any time has been or is a legal, financial or technical consultant/ advisor of the Authority in relation to any matter concerning the Project;
  - b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - c) “**coercive practice**” means impairing or harming or threatening to impair or harm,

directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

- d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **5 PRE-PROPOSAL CONFERENCE**

- 5.1** Pre-Proposal Conference of the Bidders shall be convened at the designated date, time and place. Only those Bidders who have purchased the RFP document or downloaded the same from the Official Website of the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Bidder shall be allowed to participate in the pre-proposal conference on production of an authority letter from the Bidder.
- 5.2** During the course of the Pre-Proposal Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive SelectionProcess.

## **6 MISCELLANEOUS**

- 6.1** The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2** The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - b) consult with any Bidder in order to receive clarification or further information;
  - c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
  - d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 6.3** It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4** All documents and other information supplied by the Authority or submitted by a Bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- 6.5** The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.



## **7 ANNEXURES**

## 7.1 Annexure 1A

### Scope Matrix for Works to be Executed by the DPMC

Scope Matrix for Works to be Executed by the DPMC											
Legend: To be done by DPMC		✓									
Sr. No	Elements to be developed	Unit of Measurement	Built Up Area (Tentative)	Element Concept and Design	Architectural Drawings	Interior Design and Drawing	Structural Design	Structural Design Coordination	MEPF Design & Coordination	PMC	Remarks
1	Curation Works- i. Content Development ii. Exhibit Design* Refer <b>Annexure 1C</b>	-	-	✓	✓	✓	-	✓	✓	✓	
2	Design & supervision of Landscape works of entire project- Softscape and Hardscape Works	m <sup>2</sup>	15,092	✓	✓	✓	✓	✓	✓	✓	
3	Design & supervision of Museum Block- Civil works	m <sup>2</sup>	13,252	Partially Completed	✓	✓	R&B	✓	✓	✓	
4	Design & supervision of Museum Block- Interior with AV, lights, ELV, Audio video System, Video Distribution System, Multimedia System, Sound Reinforcement System, and Exhibits			✓	✓	✓	-	✓	✓	✓	
5	Exhibits Design & supervision			✓	✓	✓	✓	✓	✓	✓	
6	Façade Development and Lighting										
7	Museum Block- Electrical, HVAC, Fire Fighting, Elevators and Plumbing design & supervision			✓	✓	✓	✓	✓	✓	✓	

Selection of a Design and Project Management Consultant (DPMC) for Museum, Curation and Allied Works of National Tribal Freedom Fighters Museum at Garudeshwar, Rajpipla,  
Narmada District

Scope Matrix for Works to be Executed by the DPMC											
Legend: To be done by DPMC		✓									
Sr. No	Elements to be developed	Unit of Measurement	Built Up Area (Tentative)	Element Concept and Design	Architectural Drawings	Interior Design and Drawing	Structural Design	Structural Design Coordination	MEPF Design & Coordination	PMC	Remarks
8	Design & supervision of Cafeteria, Games, Recreation space, Library, Reading Space (Platform Area)	m <sup>2</sup>	6,190	✓	✓	✓	R&B (If applicable)	✓	✓	✓	
10	Design & supervision of Tribal Hut Area	m <sup>2</sup>	9,082	✓	✓	✓	✓	✓	✓	✓	
11	Design & supervision of Souvenir Shop	m <sup>2</sup>	90	✓	✓	✓	R&B	✓	✓	✓	
12	Design & supervision of Amphitheatre- Finishes	m <sup>2</sup>	1,935	✓	✓	✓	-	✓	✓	✓	
13	Design & supervision of Artisan Workshop	m <sup>2</sup>	1,090	✓	✓	✓	✓	✓	✓	✓	
14	Design & supervision of Flea market	m <sup>2</sup>	675	✓	✓	✓	R&B	✓	✓	✓	
15	Design & supervision of Tribal Freedom Fighter Sculpture Park	m <sup>2</sup>	492	✓	✓	✓	✓	✓	✓	✓	
16	Design & supervision of Internal Walls including Compound Wall and Retaining Wall: Concept/Rendering and Artwork	-	3,977 rmt; min ht: 1.65m max ht: 15.75m	✓	✓	✓	-	✓	✓	✓	

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Narmada District

Scope Matrix for Works to be Executed by the DPMC											
Legend: To be done by DPMC		✓									
Sr. No	Elements to be developed	Unit of Measurement	Built Up Area (Tentative)	Element Concept and Design	Architectural Drawings	Interior Design and Drawing	Structural Design	Structural Design Coordination	MEPF Design & Coordination	PMC	Remarks
17	Design and Depiction of Tribal Culture with thematic concept and related Installation in the Tribal Mall including its Exterior Façade Development, b. Ticket Counter, Skywalk, Forecourt Area, c. Parking Area including columns, and other similar areas to ensure that the visitors can experience the Culture developed by the appointed DPMC; and supervision works of above listed works.		Tribal Mall Circulation Area GF& FF- 196 & 228 sqmt. Only Tribal Mall Façade- 1,028 sqmt. Ticket Counter- 406 sqmt. Skywalk- 210 rmt Forecourt Area- 1,350 sqmt. (Open Area) Parking (Bus + Car)- 7,360 sqmt.	✓	✓	✓	✓(Minor Work)	✓	-	✓	The Design Team to develop concept and consider execution in the ongoing and upcoming phase
18	Design and Conceptualization of Tribal Installation which shall be executed by the tribal community, artists and artisans to depict the Tribal culture for the entire venue. Conducting field visits and workshops with the local community, artists, Artisans, Subject experts for all movements as per Authority requirements and support.	-	To be decided as per MEPF requirements	✓	✓	✓	✓	✓	-	✓	

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Narmada District

Scope Matrix for Works to be Executed by the DPMC											
Legend: To be done by DPMC		✓									
Sr. No	Elements to be developed	Unit of Measurement	Built Up Area (Tentative)	Element Concept and Design	Architectural Drawings	Interior Design and Drawing	Structural Design	Structural Design Coordination	MEPF Design & Coordination	PMC	Remarks
19	Design and Development of Balance Works in Service Building and supervision	m <sup>2</sup>	781* (To be decided as per MEPF requirement)	-	✓ ( Maybe )	✓	R&B	✓ ( Maybe )	✓	✓	
20	Directors Bungalow's: Interior and Furniture Work design & supervision	m <sup>2</sup>	353	✓	✓	✓	-	-	✓	✓	
21	Design of Infrastructure Provision for Future Expansion	m <sup>2</sup>	Land Area: 19,453	✓	✓	NA	✓	✓	✓	✓	
22	Design & supervision of Spillover works and integration of completed works earlier Phase & Phase which is under development by overall Concept/ Theme for depicting tribal project	-	-	✓	✓	✓	✓	✓	✓	✓	
23	Design & supervision of works regarding Overall illumination concept of the project	-	-	✓	✓	✓	✓	✓	✓	✓	
24	Wall Mural design development based on " Tribal Concept and its supervision "	-	-	✓	✓	✓	✓	✓	✓	✓	

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Narmada District

Scope Matrix for Works to be Executed by the DPMC											
Legend: To be done by DPMC		✓									
Sr. No	Elements to be developed	Unit of Measurement	Built Up Area (Tentative)	Element Concept and Design	Architectural Drawings	Interior Design and Drawing	Structural Design	Structural Design Coordination	MEPF Design & Coordination	PMC	Remarks
25	Design Basis Report for all the elements being designed by the Agency and overall project. It is to be completed in time period of 45 days after issue of LOI. <b>Entire Exhibit design with curation shall be completed in 75 days after issue of LOI.</b>	-	-	✓	✓	✓	✓	✓	✓	✓	
<b>Note:</b> The Appointed Agency to provide structural and electrical design for the mentioned elements and is to coordinate with R&B Civil, Electrical and Structural Department for related approvals of the design elements.											

## 7.2 Annexure 1B

### *Scope Matrix for Works to be Executed by the DPMC- MEPF Services and other Infrastructure Works of the entire Campus*

Scope Matrix for Works to be Executed by the DPMC								
Legend: To be done by DPMC		✓						
Sr. No	Elements to be developed	Element Concept and Design	Architectural Drawings	Structural/ Electrical Design	Structural Design Coordination	MEPF Design & Coordination	PMC	Remarks
	<b>Design &amp; Supervision of MEPF Services and other Infrastructure Works of the entire Campus</b>							
1	STP plants	✓	✓	✓	✓	✓	✓	
2	Solar roof top	✓	✓	✓	✓	✓	✓	
3	Total Illumination works of the project	✓	✓	✓	✓	✓	✓	
4	Electrical	✓	✓	✓	✓	✓	✓	
5	PHE including Plumbing, Stormwater, and water supply	✓	✓	✓	✓	✓	✓	
6	HVAC	✓	✓	✓	✓	✓	✓	
7	ELV system	✓	✓	✓	✓	✓	✓	
8	Fire Alarm System	✓	✓	✓	✓	✓	✓	
9	CCTV and security services	✓	✓	✓	✓	✓	✓	
10	Acoustics	✓	✓	✓	✓	✓	✓	
11	Gates and Pylons	✓	✓	✓	✓	✓	✓	
12	Signages	✓	✓	✓	✓	✓	✓	
<b>Note: The Appointed Agency to provide structural and electrical design for the mentioned elements and coordinate with R&amp;B Civil, Electrical and Structural for related approvals of the design elements. The said list is indicative and detailed submission to be done at the time of finalisation of DBR.</b>								

### 7.3 Annexure 1C

*Scope Matrix for Works to be Executed by the DPMC- Curation and Exhibit Design Details to be Executed by the DPMC*

Curation and Exhibit Design Details to be Executed by the DPMC									
Legend: To be done by the DPMC		✓							
Sr. No	Name of Movement (Final)	Zone	Content outline Status (Available for Reference)	Exhibit list Status	Gallery 2D layout	Coordination for 2D layout review and approved by DSAG	Gallery 3D renders (views and walk-throughs)	Coordination for 3D layout review and approved by DSAG	Drawings & BoQ
1	Services and other Infrastructure Works of the entire Campus	-	Pending	✓	✓	✓	✓	✓	✓
2	Introduction to the Tribals of India	-	In-Progress	✓	✓	✓	✓	✓	✓
3	The Movement of Tribals of Dang	West	Completed	✓	✓	✓	✓	✓	✓
4	Guru Govind Giri's Bhagat Movement and Mangadh Massacre	West	Completed	✓	✓	✓	✓	✓	✓
5	The Eki movement of Bhils under Motilal Tejawat	West	Completed	✓	✓	✓	✓	✓	✓
6	The movement of Nayaks under Veer Raja Rup Sinh Nayak	West	Completed	✓	✓	✓	✓	✓	✓
7	Mahanayak Tantya Bhil	Central	Completed	✓	✓	✓	✓	✓	✓
8	The Bhoomkal movement under Veer Gunda Dhur	Central	Completed	✓	✓	✓	✓	✓	✓
9	The Sonakhan Movement under Veer Narayan Singh	Central	Completed	✓	✓	✓	✓	✓	✓
10	The Sambalpur Movement under Veer Surendra Sai	East	Completed	✓	✓	✓	✓	✓	✓



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Curation and Exhibit Design Details to be Executed by the DPMC									
	Legend: To be done by the DPMC	✓							
Sr. No	Name of Movement (Final)	Zone	Content outline Status (Available for Reference)	Exhibit list Status	Gallery 2D layout	Coordination for 2D layout review and approved by DSAG	Gallery 3D renders (views and walk-throughs)	Coordination for 3D layout review and approved by DSAG	Drawings & BoQ
11	The Mal-Paharia movement and Tilka Manjhi	East	Completed	✓	✓	✓	✓	✓	✓
12	The Hul of the Santals	East	Completed	✓	✓	✓	✓	✓	✓
13	The Ulgulan of Mundas under Bhagwan Birsa Munda	East	Completed	✓	✓	✓	✓	✓	✓
14	Anglo-Kuki War	North-East	Completed	✓	✓	✓	✓	✓	✓
15	The Mizo movement under Rani Lalnu Ropuiliani	North-East	Completed	✓	✓	✓	✓	✓	✓
16	Anglo-Khasi War under U Tirot Sing	North-East	Completed	✓	✓	✓	✓	✓	✓
17	The Heraka and Zeliangrong movement under Rani Gaidinliu	North-East	Completed	✓	✓	✓	✓	✓	✓
18	The Manyam Fituri of Rampa under Alluri Sita Rama Raju	South	Completed	✓	✓	✓	✓	✓	✓
19	The Gond movement under Ramji Gond and Komram Bheemu	South	Completed	✓	✓	✓	✓	✓	✓
20	The Kuruchiya movement under Pazhassi Raja, Thalakal Chanthu and Raman Namby	South	Completed	✓	✓	✓	✓	✓	✓
21	The Battle of Abderdeen	A&N	Completed	✓	✓	✓	✓	✓	✓
22	Minor Movements	-	Completed (80 Movements)	✓	✓	✓	✓	✓	✓

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Narmada District

Curation and Exhibit Design Details to be Executed by the DPMC									
	<b>Legend: To be done by the DPMC</b>	✓							
Sr. No	Name of Movement (Final)	Zone	Content outline Status (Available for Reference)	Exhibit list Status	Gallery 2D layout	Coordination for 2D layout review and approved by DSAG	Gallery 3D renders (views and walk-throughs)	Coordination for 3D layout review and approved by DSAG	Drawings & BoQ
23	Tribal Tree - Themed Installation	-	Pending	✓	✓	✓	✓	✓	✓
24	Lower Ground Floor	-	Pending	✓	✓	✓	✓	✓	✓
<b>1.</b> In the current bid for better understanding of the museum refer the storyline of “Sr. no. 8 The Bhoomkal movement under Veer Gunda Dhur” <b>2.</b> The shortlisted bidders shall present Full/Detailed Design of “Sr. No. 12 The Hul of Santals” at the time of presentation.									

## 7.4 Annexure 2

### *Eligibility Criteria and Requirement of various Expert Position as assessed by the Authority*

PROPOSED DEPLOYMENT OF DPMC'S PERSONNEL									
Sr. No.	Position	Academic Qualification	Number of positions required	Minimum Overall Experience (In years)	Minimum Experience in Similar Position (In Years)	Minimum Experience in Eligible Projects (In years)	Minimum Man-month requirement assessed by the Authority for each position	Sub Total of Man-month	Requirements
a	B	c	d	e	f	g	h	d x h	i
I. Key Experts – Category CV's to be evaluated individually									
1	Project Director cum Over all Incharge of the Entire Project	Masters in Civil Engineering/ Architecture/ Interior Design	1	22-25	10	10	4	4	During design phase 3 visits per week is needed / as required by the Authority. During construction minimum every fortnight site visit is needed and one meeting is needed with the Authority or as required. Field visit can be conducted to develop meaningful action plan for development of Design works. Involvement from concept to commissioning stage is required.
2	Principal Lead Designer	B. Des [ Expertise in Exhibit area]	1	12-15	7	5	10	10	Complete responsibility of development of concept designs bringing in the tribal look and feel into the entire project. and related execution works. Develop sustainable development strategies that respect and align with the cultural fabric of communities and their contribution. Site visits and meetings are part of scope of work. <b>The said person has to be stationed at Gandhinagar for continuous coordination with the Authority till Design phase is completed. Availability at Gandhinagar and site office shall be determined by the Authority.</b> All Field visits for Design phases are to be attended. Involvement from concept to commissioning stage is required.

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PROPOSED DEPLOYMENT OF DPMC'S PERSONNEL									
Sr. No.	Position	Academic Qualification	Number of positions required	Minimum Overall Experience (In years)	Minimum Experience in Similar Position (In Years)	Minimum Experience in Eligible Projects (In years)	Minimum Man-month requirement assessed by the Authority for each position	Sub Total of Man-month	Requirements
a	B	c	d	e	f	g	h	d x h	i
3	Chief Architect of the Project	Masters in Architecture / Interior Design	1	15-20	7	5	10	10	Complete responsibility of Concept Designs, Master Planning, Detailing Works of the entire project considering execution works. Site visits and meetings are part of scope of work. <b>The said person has to be stationed at Gandhinagar for continuous coordination with the Authority till Design phase is completed. Availability at Gandhinagar and site office shall be determined by the Authority. All Field visits are to be attended.</b> Involvement from concept to commissioning stage is required.
4	Design Coordinator	Masters in Architecture/ Interior/System Designs/ Electrical/ Mechanical	2	12-15	10	5	9	18	Complete coordination with the Authority, Internal team and to be stationed at Gandhinagar and Site as per the requirements. 2 Design Coordinators are needed one for Architecture/Exhibits and Interior works and one for Complete Services coordination. Both are responsible for complete seamless integration of works. <b>All Field visits for Design phase are to be attended.</b> Involvement from concept to commissioning stage is required.

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PROPOSED DEPLOYMENT OF DPMC'S PERSONNEL									
Sr. No.	Position	Academic Qualification	Number of positions required	Minimum Overall Experience (In years)	Minimum Experience in Similar Position (In Years)	Minimum Experience in Eligible Projects (In years)	Minimum Man-month requirement assessed by the Authority for each position	Sub Total of Man-month	Requirements
a	B	c	d	e	f	g	h	d x h	i
5	Museum Expert/Lead content writer/Curator	Having knowledge and understanding of Tribal History, culture and enlisted movements or can be creative scholar. Graduation in Museology/Indian history/Art	2	20-25	7	7	4	8	Complete visitor movement plan development, content development, execution of curation work, fabrication of exhibits, content creation etc. Attending meetings, seeking approvals and site visits. The CVs of all personnel to be approved by the Department after having one to one meeting with the Authority. The selected personnel shall be part of all Field visits to be conducted for the design phase. Involvement from concept to commissioning stage is required.
6	Lead content writer/Research Personnel	Experience in teaching, academics, administrative, editorial and research for related work.	2	10-12	7	7	4	8	Complete visitor movement plan development, content development, execution of curation work, fabrication of exhibits, content creation etc. Attending meetings, seeking approvals and site visits. The CVs of all personnel to be approved by the Department after having one to one meeting with the Authority. The selected personnel shall be part of all Field visits to be conducted for the design phase. Involvement from concept to commissioning stage is required.
II. Team members -Category CV's to be evaluated individually									

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PROPOSED DEPLOYMENT OF DPMC'S PERSONNEL									
Sr. No.	Position	Academic Qualification	Number of positions required	Minimum Overall Experience (In years)	Minimum Experience in Similar Position (In Years)	Minimum Experience in Eligible Projects (In years)	Minimum Man-month requirement assessed by the Authority for each position	Sub Total of Man-month	Requirements
a	B	c	d	e	f	g	h	d x h	i
7	Exhibit Designers	B. Des [ Expertise in Exhibit area]	6	12-15	5	5	6	36	Complete design and execution of the exhibits and outdoor installations. Minimum 3 Galleries to be completed by each personnel in a month. Approvals of all mocks ups to be done. The said personnel after selection of the Department shall be stationed at Gandhinagar to complete design phase. The personnel shall possess skill sets to understand cultural dynamics- Tribal anthropology including skills related to usage of design software. The selected personnel shall be part of all Field visits to be conducted for the design phase. The scope of work is for the entire project. Involvement from concept to commissioning stage is required.
8	Architects & Interior Designers	Bachelor in Architecture / Interior Design	4	12-15	5	5	7	28	Complete design and execution work. All required design inputs of the entire project shall be part of the scope of the work. The selected personnel shall be stationed at the Gandhinagar for Design phase.
9	Resident Engineer	Masters/ Graduate in Civil Engineering	1	15-20	7	7	13	13	Complete project execution works. Availability at the site shall be commenced after approval from the Authority. The selected personnel shall attend all coordination meetings at Gandhinagar based on the requirements. Minimum two visits per month shall be considered.
10	Field Engineers	Graduate in Civil Engineering	3	10-12	5	5	13	39	SHE officer/billing process/survey works/execution monitoring/planning& scheduling works.

Selection of a Design and Project Management Consultant (DPMC) for Museum, Curation and Allied Works of National Tribal Freedom Fighters Museum at Garudeshwar, Rajpipla,  
Narmada District

PROPOSED DEPLOYMENT OF DPMC'S PERSONNEL									
Sr. No.	Position	Academic Qualification	Number of positions required	Minimum Overall Experience (In years)	Minimum Experience in Similar Position (In Years)	Minimum Experience in Eligible Projects (In years)	Minimum Man-month requirement assessed by the Authority for each position	Sub Total of Man-month	Requirements
a	B	c	d	e	f	g	h	d x h	i
11	Chief Project Engineers-Services	Masters/ Graduate in Mechanical/ Electrical/ IC or related field	2	15-20	7	7	12	24	Complete design of services pertaining to all categories and related mock ups. The selected personnel shall be stationed at Gandhinagar to complete design works and do complete coordination with the Authority. The scope includes entire MEPF works including multimedia, ELV, Sound, Acoustics, Fire, Electrical, HVAC, Security System, PHE etc. Involvement from concept to commissioning stage is required.
12	Field Engineers	Graduate in Mechanical/ Electrical/ IC or related field	2	10-12	5	5	12	24	SHE officer/billing process/survey works/execution monitoring/planning& scheduling works.
13	Graphic Designer	B. Des or equivalent	3	5-7	3	3	6	18	Complete design and mocks up with execution review. Provide complete support to Exhibit design team for all the creatives to be demonstrated within the entire project. The selected personnel shall be part of the Field visit.
14	Language Experts	Graduate in related field	2	10-12	5	5	3	6	Complete design development works, contents development, formulation of data to be displayed, checking, authentication coordination and monitoring works.
III. Key MEPF Experts -Category CV's to be evaluated individually									
16	Lightning Designer	Graduate Engineer/ Architect	1	10-15	5	5	6	6	Complete development of the illumination concept for the entire project.

Selection of a Design and Project Management Consultant (DPMC) for Museum, Curation and Allied Works of National Tribal Freedom Fighters Museum at Garudeshwar, Rajpipla,  
Narmada District

PROPOSED DEPLOYMENT OF DPMC'S PERSONNEL									
Sr. No.	Position	Academic Qualification	Number of positions required	Minimum Overall Experience (In years)	Minimum Experience in Similar Position (In Years)	Minimum Experience in Eligible Projects (In years)	Minimum Man-month requirement assessed by the Authority for each position	Sub Total of Man-month	Requirements
a	B	c	d	e	f	g	h	d x h	i
16	Sound Designer/ Acoustics Engineer	Graduate Engineer in relevant field	1	10-15	5	5	6	6	Complete design development and execution works for the related works including testing and commissioning works.
17	ELV Designer/ Electrical Engineer	Graduate Engineer in relevant field	2	8-10	5	3	6	12	Complete design and execution works of the entire project. Including testing and commissioning works.
18	Plumbing Designer/ Engineer	Graduate Engineer in Civil Engineering	2	12-15	5	5	6	12	Complete design and execution works of the entire project. Including testing and commissioning works.
19	Planning Engineer	Graduate Engineer in relevant field	1	8-10	5	3	8	8	Complete design and execution works of the entire project. Including testing and commissioning works.
20	Film Maker/ AV/ Content developer	B. Des in Film and Videography	1	5-7	3	2	6	6	Complete design and execution works of the entire project. Including testing and commissioning works.
<b>Total</b>			<b>40</b>					<b>296</b>	
Support staff - Requirements									
<b>CAD operator, photocopy operator, office person, accountant, office boys, document controller, research associates shall be assessed by DPMC and deployed for the entire duration. Fees shall be quoted inclusive for the said staff based on the requirements of the Firm. Details of each personnel to be attached by the bidder.</b>									
Notes:									
1. Design phase with approval of DBR is 75 days from the issue of LOI									
2. The selected bidder has to develop Memorandum of Understanding (MOU) with experts to develop and authenticate concepts and write-ups to be demonstrated within the entire venue including the museum building. The scope shall conduct field visits for each zones by constituting a team whose members are as approved by the Authority. The field visits are required to understand tribal culture/ dynamics, interaction with locals and identifying local artisans to get their participation in execution as well (zone wise). The entire team shall commence conducting work in coordination with the Authority.									



Selection of a Design and Project Management Consultant (DPMC) for Museum, Curation and Allied Works of National Tribal Freedom Fighters Museum at Garudeshwar, Rajpipla,  
Narmada District

PROPOSED DEPLOYMENT OF DPMC'S PERSONNEL									
Sr. No.	Position	Academic Qualification	Number of positions required	Minimum Overall Experience (In years)	Minimum Experienc e in Similar Position (In Years)	Minimum Experience in Eligible Projects (In years)	Minimum Man-month requirement assessed by the Authority for each position	Sub Total of Man- month	Requirements
a	B	c	d	e	f	g	h	d x h	i
3. The man-month required by the Authority for each position indicates minimum period of deployment on a project for being considered as eligible. The bidder shall consider full-day working for the deployment including the visits of the experts and enlisted staff.									

## 7.5 Annexure 3

*Indicative Job Description of Key Experts for detailed clarity and to develop a better understanding of the requirements. [Basic requirements for reference]*

Sr. No	Key Experts Positions	Major Roles and Responsibilities of Key Experts
1	Project Director cum Team Leader	<p>The Project Director cum Team Leader responsibilities include, but not limited to:</p> <ul style="list-style-type: none"> <li>(i) Responsible for overall management, strategy development, plan, controls and performance of the project, strategy development.</li> <li>(ii) Responsible for the accuracy and timely delivery of Project Milestones.</li> <li>(iii) Single Point Contact for Authority and other Project Stake Holders.</li> <li>(iv) Provides strategic direction for project planning and execution.</li> <li>(v) Ensures that the project's design &amp; construction progresses in accordance with its contractual obligations.</li> <li>(vi) Conduct regular progress meetings with the contractor and appropriate personnel and report on any issues, as necessary</li> <li>(vii) Lead complete resources of PMS to achieve project objectives with key insistence on using latest technology developments and achieve Quality, Economy and Safety.</li> <li>(viii) Sole responsible to support Client management efforts and complete Risk management.</li> </ul>
2	Principal Lead Designer	<p>The Principal Lead Designer shall be responsible for but not limited to:</p> <ul style="list-style-type: none"> <li>(i) In-charge of all the design work development of the entire project and museum. Develop the complete design management process and integrate/interface all streams with related completed works of the project.</li> <li>(ii) Coordinating and expediting the technical requirements and solution between the entire project entities involved in the project. Ensure complete participation of the Tribal Community &amp; Artisans in the design development and execution process.</li> <li>(iii) Develop Design/Document Control Index and ensure timely release of approvals in the design development process. Ensure time management as per the schedule mentioned in the schedule (milestones) mentioned in the bid.</li> <li>(iv) Lead and manage project-wide all the designs including MEPF services.</li> <li>(v) Conduct value engineering in design development.</li> <li>(vi) Report to the authority, stake holders for specific and generic concerns of the project and work out remedial action plan.</li> <li>(vii) Complete coordination with the Authority for seeking approvals and doing related submissions.</li> <li>(viii) Exercise necessary design and execution controls for the entire project.</li> </ul>
3	Chief Architect of the Project	<p>The Chief Architect of the Project for all disciplines responsibilities include, but not limited to:</p> <ul style="list-style-type: none"> <li>(i) Provides the highest level of technical expertise, review and approval of the architectural design work within the Engineering Services Section; reviews work within area of responsibility for effectiveness, design, constructability, thoroughness, and adherence to technical standards, codes and architectural standards and procedures.</li> </ul>

Selection of a Design and Project Management Consultant (DPMC) for Museum, Curation and Allied Works of  
National Tribal Freedom Fighters Museum at Garudeshwar, Rajpipla, Narmada District

Sr. No	Key Experts Positions	Major Roles and Responsibilities of Key Experts
		<ul style="list-style-type: none"> <li>(ii) Directs and provides technical guidance to resident architects.</li> <li>(iii) Provides architectural guidance and directions to evaluate and incorporate green building design features and sustainability practices.</li> <li>(iv) Ensure development of cloud-based system including BIM Modelling for all streams of the work as applicable.</li> <li>(v) Sole Responsibility of Architectural and Services coordination's. Use of clash detection systems and necessary resolutions.</li> <li>(vi) Manage and Decision maker for entire project and bring key concerns to the Client and related stakeholders of the project.</li> <li>(vii) Coordination for all statutory clearances.</li> <li>(viii) Act promptly to resolve decisions in case of disputes arising out in finalizing project designs as per tender stipulations.</li> <li>(ix) Complete design coordination with Authority, Contractors, R&amp;B Department &amp; Authority's Professional Advisors and other related stakeholders.</li> </ul>
4	Design Coordinator	<p>The Design Coordinator – shall be responsible for Architectural, Civil, Structural, PHE and Landscape, System management and Mechanical, Electrical, HVAC, Firefighting, Plumbing, ELV, Multimedia, CCTV, Access control systems, Security and Surveillance and any other services as applicable for the project. His roles &amp; responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> <li>(i) Review, Coordinating &amp; expediting the design submissions, approvals and clearances for said disciplines and release timely of drawing submissions. Ensure that there is no delay of work at site due to absence of drawings, details or any decisions.</li> <li>(ii) Track and maintain record of changes in design.</li> <li>(iii) Coordinate design approvals with Authority, Contractors, R&amp;B Department &amp; Authority's Professional Advisors and other related stakeholders.</li> <li>(iv) Highlight critical issues in design management and address them with quick decisions as per stipulated timeline and contract conditions.</li> <li>(v) Ensure timely submissions from all parties involved in design approval process. Maintain DCI and updates.</li> <li>(vi) Ensure monitoring on Cloud based system and BIM MODELLING.</li> <li>(vii) Coordination with Top management of all stakeholders in case of any delays.</li> <li>(viii) Sole responsible for entire Design management of the project including Engineering designs and drawings.</li> <li>(ix) Review of specifications and construction methods.</li> <li>(x) Monitor and Maintain all statutory clearances.</li> <li>(xi) Oversees document controls.</li> </ul>
5	Resident Engineer	<p>The Resident Engineer responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> <li>(i) Supervise construction projects and provide quality assurance that completed work is in compliance with the plans and specifications.</li> <li>(ii) Maintain accurate records and reports related to the project.</li> <li>(iii) Act as point of contact and coordinate with various stakeholders of the project.</li> <li>(iv) Monitor progress against accepted construction schedule and review the Contractor's progress reports. Assess the progress and inform the Project Director cum Team Leader and Authority in case of delay.</li> <li>(v) Monitor site activities and provide technical advice on construction and design.</li> <li>(vi) Conduct regular progress meetings with the contractor and appropriate personnel and report on any issues, as necessary.</li> <li>(vii) Discuss deviations from specified construction materials, techniques and procedures with the Authority.</li> </ul>

Selection of a Design and Project Management Consultant (DPMC) for Museum, Curation and Allied Works of  
National Tribal Freedom Fighters Museum at Garudeshwar, Rajpipla, Narmada District

Sr. No	Key Experts Positions	Major Roles and Responsibilities of Key Experts
		(viii) Review of specifications and construction methods. (ix) Complete responsibility of construction management and supervision. (x) Measurements and cost reporting. (xi) Compliance with safety standards. (xii) Highlight critical concerns to all stakeholders and conduct key meetings in terms of any delays in design and time.
6	Planning Engineer	The Planning Engineer responsibilities include, but not limited to: (i) Review and Setting up the Project Programme Control System, Integrate Costs and Schedules, Track Budgets and timelines, assess project status and issue monthly reports. (ii) Works with Techno Commercial Legal team, construction team, design team to assess progress and provide reports. Release necessary warnings and non-compliance reports. (iii) Oversees estimating and coordinates with the scheduler. (iv) Shall maintain coordination model, clash detection, clash resolution. (v) Manage project resource and integrate with other tools for 4D simulation. (vi) Use 4D/5D simulation models. Project planned vs actual works and envisage future vision of the project. (vii) Oversees Authority and stakeholder's management efforts. (viii) Highlight time and cost delays. (ix) Identify potential risks.
7	Exhibit Designer	The Exhibit Designer responsibilities include, but not limited to: (i) Responsible for complete research and design work associated with all the steps involved in design process of galleries. (ii) Conduct field visits based on proposed zones and Tribal Movements enlisted in bid. Conduct extensive interactions with the local tribal community, identify key prominent personnel involved in the movements, curate content and develop it, and collect all the necessary data required to develop the exhibits. (iii) Collect historical data of all movements and correlate with the then tribal heritage, culture, art lifestyle etc. Establish authenticity of data. (iv) Identify the media to depict contents and propose diorama. IG, kiosks display screen models etc., Conduct mockups for approvals from the Authority. (v) Develop strategy for visitor experience and minute to minute program per gallery and external development works. (vi) The designers should design a minimum of three galleries for seeking approvals. (vii) Coordinate with project architect, MEPF team, graphic designers. Release details for estimation, conduct value engineering. (viii) Monitor related execution works. (ix) Establish complete set-up of process for exhibit design and at the end submit detailed documentation. (x) Complete coordination works with tribal artisans for development of tribal themes and related installations at the project site. Identify designs/themes, for all related areas and get them approved at the project site.

## **8 APPENDICES**

## **8.1 Appendix-I: Form-1**

*(See Clause 2.1.3)*

### ***Technical Proposal- Letter of Proposal***

(On Bidder's letter head)

(Date and Reference)To,

.....

.....

.....

Sub: Selection of a Design & Project Management Consultant (DPMC) for Museum, Curation and Allied Works of National Tribal Freedom Fighters Museum at Garudeshwar, Rajpipla, Narmada District

Dear Sir,

Being duly authorized to represent and act on behalf of.....& (herein after referred to as "the Bidder") and having reviewed and fully understood the terms and conditions, entire document and information provided, the undersigned hereby submit our proposal in response to the "Request for Proposal (RFP) for "Selection of a Design & Project Management Consultant (DPMC) for Museum, Curation and allied Works of National Tribal Freedom Fighters Museum at Garudeshwar , Rajpipla, Narmada District"

We are enclosing our proposal (Technical Proposal and Financial Proposal) with the details as per the requirements of the RFP document, for your consideration.

Yours faithfully,

(Signature, name and designation of the Authorized signatory) (Name and seal  
of the Bidder)

## 8.2 Appendix-I: Form-2

### *Technical Proposal- Particulars of the Bidder*

**Particulars of the Bidder (in case of a consortium, all details need to be separately filled for each member)**

All individual bidders are requested to complete the information in this form. Nationally information should be provided for all owners or applicants that are partnerships or individually owned firms.

The Lead Partner should have a well-furnished and well-established office, at Ahmedabad or Gandhinagar or if it is not available the selected agency has to mandatorily establish an office in Ahmedabad or Gandhinagar for this assignment, immediately after getting LOI and before signing the Agreement. The office space should be of a minimum of 150 sqmt. Carpet area should be fully furnished office with related infrastructure setup including meeting room facilities. The bidder to furnish the related details as part of this form.

1	Name of firm	
2	Type of firm: Proprietary/ Partnership/ Pvt. Ltd./Public Ltd/NGO	
3	Head office address: Whether Owned or Rented? :	
4	Local office address (if any): Whether Owned or Rented? Area (Built-up area) sqmt: Office Facilities: Attach approved plan & minimum 10 photographs of the office and ownership/possession deed	
5	Mobile:	Contact:
6	Landline:	Contact:
7	Facsimile:	Telex:
8	E-mail:	
9	Place of incorporation / registration:	Year of incorporation / registration*:
10	Main lines of business:	
	1.	Since:
	2.	Since:
	3.	Since:
	4.	Since:

Any non-disclosure or wrong information/non-acceptance shall result in the disqualification of the firm. Change of the name of company or firm shall be supported by legal resolution as per applicable norms.  
\* Bidder to attach valid Company Incorporation/Registration Certificate along with this Form issued by a Government body.

### 8.3 Appendix-I: Form-3

#### *Technical Proposal- Letter Comprising Bid*

*(To be forwarded on the letter head of the Bidder)*

Ref.

Date:

To,

.....

.....

Dear Sir,

**Sub:** Selection of a Design and Project Management Consultant (DPMC) for Museum, Curation and Allied Works of National Tribal Freedom Fighters Museum at Garudeshwar, Rajpipla, Narmada District.

**Ref.: RFP No.** \_\_\_\_\_ dated \_\_ / \_\_\_ / \_\_\_\_\_

Dear Sir,

1. With reference to your RFP Document dated I/We, having examined all relevant documents and understood their contents, hereby submit our Bid for Selection of a Design and Project Management Consultant (DPMC) for Museum, Curation and Allied Works of National Tribal Freedom Fighters Museum at Garudeshwar, Rajpipla, Narmada District. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices/Annexures is true and correct and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of engagement as the DPMC Agency for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Bid.
5. I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last five years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:
  - (a) I/We have examined and have no reservations to the RFP Document, including any Addendum issued by the Authority.



- (b) I/We do not have any conflict of interest in accordance with Clause 2.8 of the RFP.
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
  - (d) I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice
- 8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Bidder, without incurring any liability to the Bidder(s).
  - 9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as DPMC Agency.
  - 10. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the DPMC for the Project or which relates to a grave offence that outranges the moral sense of the community.
  - 11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
  - 12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates.
  - 13. I/We hereby irrevocably waive off right which we may have at any stage at law or whatsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the Government of India in connection with the selection of the Bidder or in connection with the Selection process itself in respect of the above-mentioned Project.
  - 14. The EMD of INR 18,00,000/- (Rupees Eighteen Lakhs only) in the form of Demand Draft (DD) has been submitted to you along with the proposal in accordance with the RFP document.
  - 15. I/We agree and understand that the Bid is subject to the provisions of the RFP document. In no case, shall I/We have any claim or right to whatsoever nature if the DPMC for the Project is not awarded to me/us or our Bid is not opened.
  - 16. I/We agree to keep this offer valid for **120** days from the Bid submission date specified in the RFP.
  - 17. In the event of We/our Consortium being selected as the Bidder, I/We agree to enter into

- an Agreement in accordance with the Draft DPMC Agreement: Volume-2. We agree not to seek any changes in the aforesaid Agreement and agree to abide by the same.
18. We confirm that the Project Director cum Team Leader is on our payroll and all other Key Personnel if not on our payroll, shall be directly employed/engaged by us before the commencement of Services in terms of this Agreement.
19. I/We have studied the RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of DPMC.
20. I/We have read the Clause regarding restriction on procurement from the Bidder of a country which shares a land border with India and certify that I/We am/are not from such a country or, if from such a country, has been registered with the competent Authority. I/We hereby certify that I/we fulfill all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature of the Authorized Signatory) (Name and designation of the Authorized Signatory)

(Name and seal of the Bidder)

Encl: 1. EMD

2. Other Bid Forms

## **8.4 Appendix-I: Form-4**

### ***Technical Proposal- Power of Attorney***

#### **POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM**

Chief Executive Officer, Development Support Agency of Gujarat (“the Authority”) has invited bids for Selection of a Design & Project Management Consultant (DPMC) for Museum, Curation and allied Works of National Tribal Freedom Fighters Museum at Garudeshwar, Rajpipla, Narmada District.

Whereas,\_\_\_\_\_,\_\_\_\_\_and\_\_\_\_\_(collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project(s) in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project(s),

and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project(s) and its execution.

#### **NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

We,\_\_\_\_\_having our registered office at\_\_\_\_\_, M/s.\_\_\_\_\_, having our registered office at \_\_\_\_\_, insert the respective names and addresses of the registered office} (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s\_\_\_\_\_, having its registered office at\_\_\_\_\_, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Project, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ meetings and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Authority Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Contract is entered into with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED  
THIS POWER OF ATTORNEY ON THIS DAY OF 20\*\*.

For \_\_\_\_

(Signature)

(Name & Title)

For \_\_\_\_

(Signature)

(Name & Title)

For \_\_\_\_

(Signature)

(Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

1.

2.

Notarised

*Notes:*

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

*The Power of Attorney should be executed on a judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).*

*Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

## 8.5 Appendix-I: Form-5

### *Technical Proposal- Power of Attorney for Signing of Bid*

**Power of Attorney for Signing of Bid (in case of a consortium, separate power of Attorney for each member of the consortium must be submitted. Documentary evidence/Board Resolution in favour of the executant of the PoA to execute the PoA must also be submitted.)**

Know all men by these presents, We, \_\_\_\_\_ (name of the entity and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. \_\_\_/ Ms \_\_\_ (Name), son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_, who is {presently employed with us and holding the position of \_\_\_\_\_,} as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Application for the project related to Selection of a Design & Project Management Consultant (DPMC) for Museum, Curation and allied Works of National Tribal Freedom Fighters Museum at Garudeshwar, Rajpipla, Narmada District. (“**Project**”) being developed by Development Support Agency of Gujarat (hereinafter referred as “**Authority**”) including but not limited to signing and submission of all Applications and other documents and writings, participation in Bidders’ meetings and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all documents and undertakings consequent to acceptance of our Application, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Application for the Project and/ or upon award thereof to us and/ or till the completion of the Project as per the contract(s) for provision of Services executed with the Authority or any entity representing the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\*\*.

For

.....

(Name, Designation & Signature of  
person executing the PoA on behalf of  
Bidder)

Witnesses:

(Name, Signature, Title and Address)

1.

2.

[Notarised]

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(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 Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- Power of Attorney should be executed on a judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).

## 8.6 Appendix-I: Form-6A

### ***Technical Proposal- Abstract of Eligible Design Assignments of the Bidder***

(See Clause 3.1 and Clause 2.2.2)

**(To be filled by Bidder if single entity and only by Lead Member of Consortium of his own projects)**

Sr. No. (1)	Name of Project* (2)	Name of Client (3)	Completion Cost of Project (INR in crores) (4)	Payment received by the Bidder for the project (INR in crores) ## (5)	Type of Project (Refer Clause 2.2.2) (7)
1					
2					
3					
4					
5					
6					
7					

# - The Bidder should provide details of only those projects that have been undertaken by it under its own name. In case, a Bidder desires to claim its JV/Consortium experience please refer to Clause 2.1.9 of the RFP

#### **Certificate from the Statutory Auditor<sup>\$</sup>**

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Bidder and/ or the clients.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

<sup>\$</sup> - In case the Bidder does not have a statutory auditor, it shall provide the certificate from independent chartered accountant/its chartered accountant that ordinarily audits the annual accounts of the Bidder. The details of the Auditor/ Chartered Accountant along with contact details shall be mentioned.

**Note:** The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder

## 8.7 Appendix-I: Form-6B

### ***Technical Proposal- Details of each Eligible Design Assignment of the Bidder***

(See Clause 3.1 and Clause 2.2.2)

**(To be filled by Bidder if single entity and only by Lead Member of Consortium of his own projects)**

Name of the Bidder:	
Name of the Project:	
Type of Project ( <b>Refer Clause 2.2.2</b> )	
Total Area of Project and building/project component wise breakup of area (sqm) (for buildings, the Built-up area should be mentioned) and External Development area.	
Description of scope of services performed by the Bidder firm in the project in detail:	
Name of Client and Address: (Indicate whether public or private entity)	
Estimated capital cost of the Project: (INR.):	
Final Completed Cost of the Project: (INR.):	
Final Completed Cost of MEPF Works of the Project with breakup of each different MEPF services below the total: (INR.): (MEPF services include services like HVAC, Electrical & Electrical Low Voltage, Fire Protection Systems, Multimedia, Audio-Visual, SIS/SRS systems, Security & Surveillance Systems, Plumbing & Treatment Plants etc.)	
Final Payment received by the Bidder (INR.):	
Start date and finish date of the services (month/ year):	
Brief description of the project:	

#### **Notes:**

- 1) Use separate sheets for each Eligible Design Assignment and indicate 6B/1, 6B/2, 6B/3, and so on.
- 2) The sequence in which details of each eligible assignment is compiled in Technical Bid Form 6A should be same as sequence of the concerned assignment in Technical Bid Form 6B.
- 3) The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.
- 4) All the above details regarding the cost of works and payment received by the bidder should be substantiated by completion certificates having sign & stamp issued by the Client of the project having sign & stamp of the Client.
- 5) Refer the definition of Eligible Design Assignment in Tender Clause 2.2.2

***Attach A3 size color copy of the Masterplan of the project & min 10 photographs of completed works of the project***



## 8.8 Appendix-I: Form-6C

### ***Technical Proposal- Abstract of Eligible Curation and Exhibit Design Assignments of the Bidder***

(See Clause 3.1 and Clause 2.2.2)

Sr. No. (1)	Name of Project <sup>#</sup> (2)	Name of Client (3)	Completion Cost of Project/ Estimated Cost of Project (INR in crores) (4)	Payment received by the Bidder for Curation and Exhibit Design of the project / Total payment to be received as per Contract (INR in crores) <sup>\$</sup> (5)	Type of Project (Refer Clause 2.2.2) (7)
1					
2					
3					
4					
5					
6					
7					

# - The Bidder should provide details of only those projects that have been undertaken by it under its own name. In case, a Bidder desires to claim its JV/Consortium experience please refer to Clause 2.1.9 of the RFP

Certificate from the Statutory Auditor <sup>\$</sup>
<p>This is to certify that the information contained in Column 5 above is correct as per the accounts of the Bidder and/ or the clients.</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm</p> <p>Date:</p> <p style="text-align: right;">(Signature, name and designation of the authorized signatory)</p>

<sup>\$</sup> - In case the Bidder does not have a statutory auditor, it shall provide the certificate from independent chartered accountant/its chartered accountant that ordinarily audits the annual accounts of the Bidder. The details of the Auditor/ Chartered Accountant along with contact details shall be mentioned.

**Note:**

1. The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.

## 8.9 Appendix-I: Form-6D

### ***Technical Proposal- Details of each Curation and Exhibit Design Assignment of the Bidder***

(See Clause 3.1 and Clause 2.2.2)

Name of the Bidder:	
Name of the Project:	
Type of Project ( <b>Refer Clause 2.2.2</b> )	
Total Area of project and building/exhibit gallery wise breakup of area (sqm)	
Description of scope of services performed by the Bidder firm in the project in detail:	
Name of Client and Address: (Indicate whether public or private entity)	
Estimated capital cost of the Project: (INR.):	
Final Total Cost of the Curation and Exhibit Design execution in the Project/ Estimated Cost of the Curation & Exhibit Design Execution (INR.):	
Final Payment received by the Bidder for the Curation and Exhibit Design of the Project/ Total payment to be received as per: (INR.)	
Start date and finish date of the services (month/ year):	
Brief description of the project:	

#### **Notes:**

- 1) Use separate sheets for each Eligible Curation and Exhibit Assignment and indicate 6D/1, 6D /2, 6D /3, and so on.
- 2) The sequence in which details of each eligible assignment is compiled in Technical Bid Form 6D should be same as sequence of the concerned assignment in Technical Bid Form 6C.
- 3) The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.
- 4) All the above details regarding the cost of works and payment received by the bidder should be substantiated by completion certificates having sign & stamp issued by the Client of the project having sign & stamp of the Client.
- 5) Refer the definition of Eligible Curation and Exhibit Assignment in Tender Clause 2.2.2

***Attach A3 size color copy of the Masterplan of the project & min 10 photographs of completed works of the Curation & Exhibit Works***

## 8.10 Appendix-I: Form-6E

### ***Technical Proposal- Abstract of Eligible Site Supervision Assignments of the Bidder***

(See Clause 3.1 and Clause 2.2.2)

Sr. No. (1)	Name of Project <sup>#</sup> (2)	Name of Client (3)	Completion Cost of Project (INR in crores) (4)	Payment received by the Bidder for Site Supervision of the project (INR in crores) \$ (5)	Type of Project (Refer Clause 2.2.2) (7)
1					
2					
3					
4					
5					
6					
7					

# - The Bidder should provide details of only those projects that have been undertaken by it under its own name. In case, a Bidder desires to claim its JV/Consortium experience please refer to Clause 2.1.9 of the RFP

Certificate from the Statutory Auditor <sup>\$</sup>
<p>This is to certify that the information contained in Column 5 above is correct as per the accounts of the Bidder and/ or the clients.</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm</p> <p>Date:</p> <p style="text-align: right;">(Signature, name and designation of the authorized signatory)</p>

<sup>\$</sup> - In case the Bidder does not have a statutory auditor, it shall provide the certificate from independent chartered accountant/its chartered accountant that ordinarily audits the annual accounts of the Bidder. The details of the Auditor/ Chartered Accountant along with contact details shall be mentioned.

**Note:** The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder

## 8.11 Appendix-I: Form-6F

### *Technical Proposal- Details of each Site Supervision Assignment of the Bidder*

(See Clause 3.1 and Clause 2.2.2)

Name of the Bidder:	
Name of the Project:	
Type of Project ( <b>Refer Clause 3.3.1.2</b> )	
Total Area of project and building/project component wise breakup of area (sqm) (for buildings, the built-up area should be mentioned)	
Description of scope of services performed by the Bidder firm in the project in detail: (1) Enlist software tools used for project monitoring: (2) Innovative Procurement Practices & monitoring strategies deployed on project:	
Name of Client and Address: (Indicate whether public or private entity)	
Estimated capital cost of the Project: (INR.):	
Final Total Cost of the Project: (INR.):	
Final Payment received by the Bidder for the Site Supervision of the Project: (INR.)	
Start date and finish date of the services (month/ year):	
Brief description of the project:	

#### Notes:

- 1) Use separate sheets for each Eligible Site Supervision Assignment and indicate 6F/1, 6F/2, 6F/3, and so on.
- 2) The sequence in which details of each eligible assignment is compiled in Technical Bid Form 6F should be same as sequence of the concerned assignment in Technical Bid Form 6E.
- 3) The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.
- 4) All the above details regarding the cost of works and payment received by the bidder should be substantiated by completion certificates having sign & stamp issued by the Client of the project having sign & stamp of the Client.
- 5) Refer the definition of Eligible Curation and Exhibit Assignment in Tender Clause 2.2.2

Attach A3 size color copy of the Masterplan of the project & min 10 photographs of completed works of the project with project monitoring techniques adopted for the project. Clarify challenges & concerns faced and remedial actions taken.

## **8.12 Appendix-I: Form-7**

### ***Technical Proposal- Proposed Methodology and Work Plan***

*(Refer Clause 3.1.2)*

The descriptive part of submission under this form will be detailed precisely under the following heads:

**1) Understanding of the Scope of Services, Proposed Methodology and Work Plan (not more than ten pages):**

The Bidder shall clearly state its understanding of the Scope of Services and also highlight its important aspects. The Bidder may supplement various requirements of the Scope of Services and make precise suggestions if it considers this would bring more clarity and assist in better achieving the Objectives laid down in the Scope of Services. The Bidder will submit its methodology for carrying out this DPMC assignment, outlining its approach toward achieving the Objectives laid down in the Scope of Services for various tasks. Coordination process with Tribal Artisans, Tribal Community to be depicted clearly.

**2) Innovative Exhibit Design and execution techniques, use of communication processes, tools, data collection (not more than ten pages):**

The Bidder will clearly state the innovative and creative types of exhibits which are intended to be proposed by the Bidder and any such previous work done by the bidder in projects. The bidder shall also clearly state the techniques and protocols to be established for getting timely execution of works. The Bidder should also mention the communication methods and protocols to be deployed by the Bidder for the project stakeholders for effective communication throughout the project. All document formats to be used and the document control procedures and methodologies shall be described by the Bidder. For Exhibit Works, the stepwise procedures to be adopted for Exhibit Design right from Data Collection methods, conducting research work, conducting zone-wise field visits, development of contents, gallery designs, software to be used for generating 3D images and walk-throughs. Depict flowchart of design process adopted on a similar project by the bidder.

## **8.14 Appendix-I: Form-8**

### ***Technical Proposal- Joint Bidding Agreement***

*(Refer Clause 2.2.1)*

*(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20...  
AMONGST

1.{....., a company/society/trust incorporated/registered under the } and having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

2.{....., a company registered under the .....} and having its registered office at ..... (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

3.{....., a company incorporated/registered under the } and having its registered office at (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)2.

The above-mentioned parties of the FIRST, SECOND and THIRD PARTY are collectively referred to as the “Parties” and each is individually referred to as a “Party”.

WHEREAS,

(A) Development Support Agency of Gujarat, Government of Gujarat (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “Bids”) by its Request for Proposal No. .... dated (the “RFP”) for selection of Agency for providing Design & Project Management Services for (the “Project”) (hereinafter referred to as the "**Design & Project Management Consultancy**" or "**DPMC**").

(B) The Parties are interested in jointly bidding for the DPMC Assignment as members of a Consortium and in accordance with the terms and conditions of the RFP and other Bidding Documents in respect of the DPMC Assignment, and

(C) It is a necessary condition under the RFP that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

**2. Consortium**

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the DPMC Assignment.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this DPMC Assignment, either directly or indirectly or through any of their Associates/ Affiliates.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall enter into a Contract for consultancy services (“**Contract**”) with the Authority and for performing all obligations for providing DPMC in terms of the Draft DPMC Agreement.

**4. Role of the Parties**

The Parties hereby undertake that Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium throughout the contract period.

The Lead Member M/s..... would be responsible for the following obligations for the Project with respective share of interest/participation \_\_\_\_ %.

- .....
- .....
- .....

The second member M/s..... would be responsible for the following obligations for the Project with respective share of interest/participation \_\_\_\_ %.

- .....
- .....
- .....

The third member M/s..... would be responsible for the following obligations for the Project with respective share of interest/participation \_\_\_\_ %.

- .....
- .....
- .....

The Parties are together responsible for performing all its obligations in terms of the Development Agreement for the Project.

## **5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the DPMC Assignment and in accordance with the terms of the RFP and the Agreement.

## **6. Member in Charge or Lead Member**

Without prejudice to the joint and several liabilities of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge/ Lead Member and the Authority shall be entitled to deal with such Member in Charge as the representative of all Members.

Each Party agrees and acknowledges that:

- 6.1 Any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Member in Charge.
- 6.2 Consolidated invoices for the services in relation to the DPMC assignment performed by all the Members shall be prepared and submitted by the Member in Charge and the Authority shall have the right to release payments solely to the Member in Charge and the Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;
- 6.3 Any notice, communication, information or documents to be provided to the DPMC Agency shall be delivered to the authorized representative of the DPMC Agency (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.

## **7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.
- b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - i. require any consent or approval not already obtained;
  - ii. violate any Applicable Law presently in effect and having applicability to it;
  - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;



- iv. violate any clearance, permit, concession, grant, license or other Governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- v. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or threatened, to the best of such Party's knowledge, which it or any of its Associate/affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

## **8. Authorized Representation**

The parties agree that, a person who is employed with the member in charge, or his/her nominee shall be the authorized representative of the consortium, to do on behalf of the Consortium, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of the Consortium's proposal for and the DPMC assignment including but not limited to signing and submission of all applications, proposals and other documents, participating in pre-bid and other conferences and providing information/responses to the Authority, representing the consortium in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of the Consortiums' proposal and generally dealing with the Authority in all matters in connection with or relating or arising out of this DPMC assignment.

## **9. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the execution of the Contract, in case the DPMC assignment is awarded to the Consortium. However, in case the Consortium is either not declared as a Qualified Bidder by the Authority or does not get selected as the Selected Bidder for the DPMC assignment, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon return of the EMD by the Authority to the Bidder.

## **10. Miscellaneous**

10.1 This Joint Bidding Agreement shall be governed by the laws of Republic of India.

10.2 The Parties acknowledge and accept that this Agreement shall not be amended by the

Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED  
AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE  
WRITTEN.

SIGNED, SEALED AND  
DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND  
DELIVERED

For and on behalf of

PARTY OF THE SECOND PART by:

(Signature)

*(in case of Consortium only)*

(Name)

(Designation)

(Address)

SIGNED, SEALED AND  
DELIVERED

For and on behalf of

PARTY OF THE THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

*(in case of Consortium only)*

In the presence of:

1.

2.

**Notes:**

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

### 8.15 Appendix-I: Form-9

#### *Technical Proposal- Abstract Particulars of Key Experts proposed for deployment*

(Refer Clause 3.1.2)

SN (1)	Position Name Description (2)	Name (3)	Educational Qualification (4)	Length of Total Professional Experience (in years) (5)	Length of Professional Experience in Design role* (in years) (6)	Length of Professional Experience in Exhibit Design role* (in years) (7)	Length of Professional Experience in Supervision role* (in years) (8)	Length of Professional Experience on Eligible projects (9)	Present Employment Status	
									Name of Firm (10)	Employed Since (9)
I.	Key Experts - Category CV's to be evaluated individually									
1	Project Director cum Over all In Charge of the Entire Project									
2	Principal Lead Designer									
3	Chief Architect of the project									
4	Design Coordinator									
5	Museum Expert/Curator									
6	Lead content writer/Research personnel									
II	Team members -Category CV's to be evaluated individually									
7	Exhibit Designers									
8	Architects & Interior Designers									

Selection of a Design and Project Management Consultant (DPMC) for Museum, Curation and Allied Works of National Tribal Freedom Fighters Museum at Garudeshwar, Rajpipla,  
Narmada District

SN (1)	Position Name Description (2)	Name (3)	Educational Qualification (4)	Length of Total Professional Experience (in years) (5)	Length of Professional Experience in Design role* (in years) (6)	Length of Professional Experience in Exhibit Design role* (in years) (7)	Length of Professional Experience in Supervision role* (in years) (8)	Length of Professional Experience on Eligible projects (9)	Present Employment Status	
									Name of Firm (10)	Employed Since (9)
9	Resident Engineer									
10	Field Engineers									
11	Senior Project Engineer (Services)									
12	Field Engineers									
13	Graphic Designer									
14	Language Experts									
<b>III</b>	<b>Key MEPF Experts -Category CV's to be evaluated individually</b>									
15	Lightning Designer									
16	Sound Designer/Engineer									
17	ELV Designer/ Electrical Engineer									
18	Plumbing Designer/Engineer									
19	Planning Engineer									
20	Film Maker/AV/Content developer									

\*- Relevant Expert to mention experience in relevant column for Columns 6-8 as per work done/relevant experience.

## 8.16 Appendix-I: Form-10

### ***Technical Proposal- Curriculum Vitae (CV) for Proposed Key Experts/ Team Members/ Key MEPF Experts***

*(See Clause 3.1.2)*

1. Proposed Position:  
*For each position of key professional separate Technical Bid Form-10 will be prepared:*
2. Name of Organization:  
*Insert name of firm proposing the staff:*
3. Name of Expert:  
*Insert full name:*
4. Date of Birth:
5. Nationality:
6. Education:  
*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment:*
7. Membership of Professional Associations:
8. Other Training:
9. Countries of Work Experience:  
*List countries where staff has worked in the last ten years:*
10. Languages known:  
*(for each language indicate proficiency: good, fair, or poor in speaking, reading, and writing):*
11. Employment Record:  
*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.:*

From [MM/YY]	To [MM/YY]	Employer	Positions held	Detailed Tasks Assigned

12. List all the tasks to be performed by the Expert under this Assignment:
13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned  
*Among the Eligible Assignment/ jobs in which the staff has been involved, indicate the following information for those Eligible Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.*

Name of Assignment/job or project:

Year (Start / Completion):

Location:

Employer:

Main project features:

Positions held:

Activities performed:

Cost of Project:

14. Contact details: Email.....

Mobile Phone.....

15. Certification:

- (i) I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful mis- statement described herein may lead to my disqualification or dismissal, if engaged.
- (ii) I further undertake that my CV is being proposed for this project by ----- (the Bidder) and I have not given consent to any other Bidder(s) to propose my CV for any position for this project.
- (iii) I undertake that I have no objection in uploading/hosting of my credentials by the Authority in public domain.
- (iv) I am willing to undertake the assignment and ensure my availability for the duration of the assignment.
- (v) I have no history of involvement in Vigilance/CBI/Police Case, resulting in major penalty/punishment of removal/dismissal/compulsory retirement or conviction.
- (vi) I have never been debarred from providing consultancy services by any government authority /PSU Or I was debarred from providing consultancy services by ..... for ....years from ../../.. to ../../.. and period of debarment is now over.
- (vii) I have been deployed for minimum ..... **days** on the Eligible Assignments claimed by me for the purposes of the evaluation under this RFP.

Date:

Place:

*[Signature of Key Expert]*

*[Full name]*

(Signature and name of the authorized signatory of the Bidder)

**8.17 Appendix-I: Form-11**

***Technical Proposal- GST Return Details***

*(See Clause 2.2.1)*

Attach true copy of last three years GST return details.

**8.18 Appendix-I: Form-12**

***Technical Proposal- Audited Financial Statements***

*(See Clause 2.2.1)*

Attach true copy of Audited Financial Statements.



### **8.19 Appendix-I: Form-13**

#### ***Technical Proposal- History of Litigation***

Application should provide information on any history of litigation or arbitration resulting from contracts in last five year or currently under execution.

<b>Year</b>	<b>Award for / or Against applicant.</b>	<b>Name of Client, cause of Litigation and matter of dispute.</b>	<b>Disputed amount in Rupees.</b>

#### **NOTE**

If the information to be furnished in this schedule shall not be given and come to the subsequently shall result in disqualification of the bidder.

## **8.20 Appendix-II: Form-1**

### ***Financial Proposal- Financial Proposal letter***

#### **Covering Letter**

(On Bidder's letter head)

(Date and Reference)

To,

.....  
.....  
.....

Dear Sir,

Sub: Selection of a Design & Project Management Consultant (DPMC) for Museum, Curation and allied Works of National Tribal Freedom Fighters Museum at Garudeshwar, Rajpipla, Narmada District

I, (Bidder's name) herewith enclose the Financial Proposal for the selection of my/our firm as DPMC Agency for the subject mentioned project. I agree that this offer shall remain valid for a period of 120 (one hundred and twenty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

I further certify that the Bid has been quoted by me after taking into consideration all the terms and conditions stated in the tender, our own estimates of costs and after a careful assessment of the state and all the conditions that may affect the Bid.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

## 8.21 Appendix-II: Form-2

### *Financial Proposal*

(See Clause 2.1.3)

#### **Financial Proposal (please refer N-Procure website)**

(For indicative and illustrative purposes only- The Financial Proposal shall only be submitted on the excel sheet provided for such submission on the e-Procurement Portal)

Item No.	Description	Consultancy Fee (in %) (in figures) (Excluding GST)	Consultancy Fee (in %) (in words)
<b>A.</b>	<b>Consultancy Fee</b>		
I	Consultancy Fee as per terms and conditions of the RFP for the Selection of a Design and Project Management Consultant (DPMC) for Museum, Curation and Allied Works of National Tribal Freedom Fighters Museum at Garudeshwar, Rajpipla, Narmada District as a percentage(%) of the Actual Project Cost	[***] %	..... Percent
	Total Consultancy Fee	[***] %	

#### **Note:**

1. The Consultancy Fee amount shall be specified as a percentage of the Actual Project Cost.
2. The Consultancy Fee shall be exclusive of applicable GST, which shall be paid extra by the Authority as per the DPMC Contract but subject to income tax deduction at Source as per applicable laws. The Contract fee shall be payable as per terms of Annexure 6, Volume 2 and to be read together with Clause 06 of the Volume 2 DPMC Contract.
3. The applicant shall note that at this stage the anticipated project cost of the works to be executed is INR 153 Crore (Estimated cost of project). **In case the project cost goes up then the applicant shall be paid at the proportional rate of half the quoted fee rate for the project works in excess of the Estimated cost of project of INR 153 Crore.**
4. The Authority reserves the right to accept or reject any or all the applications at any time prior to the award of the contract.

Other than GST, any other taxes and duties in view of execution of the services under this contract shall be the responsibility of the Applicant. The Authority will not be paying any additional amount in this regard.

Signature of Authorized Signatory of the Bidder:

Name & Designation:

Place:

Date:

Seal:

## **8.22 Appendix-III: Form-1**

### ***Undertaking for Financial Stability***

We do hereby undertake that we have not suffered bankruptcy/insolvency during the last 5 years.

Stamp/Seal of the Indemnifier /Bidder

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Note:

1. In case of Consortium, the undertaking shall be submitted by each member of the Consortium.
2. The undertaking shall be signed by the authorized signatory of the bidder. In case of Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of bidder.

## **8.23 Appendix-III: Form-2**

### ***Undertaking for note being terminated /rescinded in contract***

We do hereby undertake that we have been neither penalized with liquidated damages of 50% (or more) of the contract value in a contract due to delay nor imposed with penalty of 50% (or more) of the contract value due to any other reason in works awarded by State Government / Central Government (100% owned by Govt.) of value more than 50% of ITB cost of work executed either individually during last three years (from the last day of previous month of the tender submission).

Stamp/Seal of the Indemnifier /Bidder

---

Note:

1. In the case of Consortium, the undertaking shall be submitted by each member of the Consortium.
2. The undertaking shall be signed by an authorized signatory of the bidder. In the case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of bidder.

## 8.24 Appendix-III: Form-3

### *Undertaking for defaulter/ illegal activity*

I/We hereby confirm and declare that my/our firm/company, M/s....., has not been put on defaulter's list of EPF/ESI/GST/Labour Dept. etc. during the last three years (from the last day of the previous month of tender submission).

I/We hereby confirm and declare that my/our firm/company M/s..... is not involved in any illegal activity and/or has not been charge sheeted for any criminal act during the last three years (from the last day of the previous month of tender submission).

Stamp/Seal of the Indemnifier /Bidder

---

Note :

1. In case of Consortium, the undertaking shall be submitted by each member of the Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer. In case of Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of tenderer.

## 8.25 Appendix-III: Form-4

### *Undertaking of Key Personnel*

(On DPMC/ Consortium Members letter head)

(Date and Reference)

To,

.....

.....

Dear Sir,

Sub: Selection of a Design & Project Management Consultant (DPMC) for Museum, Curation and Allied Works of National Tribal Freedom Fighters Museum at Garudeshwar , Rajpipla, Narmada District.

We, M/s.....[Insert name of the Bidder] confirm that key personnel named below will be the part of the team for this Project.

S.No	Key Experts/ Team Members/ MEPF Experts	Name	Qualification	Experience (inyears)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Further we, M/s ..... [Insert name of the DPMC/ Consortium Members] confirm that key personnel named above have authorized us to use their technical experience and submit their name as a Key Personnel for this Proposal.

If selected as the DPMC/ Consortium Members, we undertake that Key Experts/ Team Members/ MEPF Experts mentioned above would be part of the Project Team during the assignment period and also undertake that these Key Experts/ Team Members/ MEPF Experts will be available and will provide their best services for the duration of the Contract, in accordance with the terms of the RFP and the Contract.

Name of the Key Experts/ Team Members/ MEPF Experts,

.....

Signature of the Authorised Person

Name & Designation of the Authorised Person

## 8.26 Appendix-IV: Form-1

### *Non Disclosure Agreement*

**TO BE PRINTED ON 100 RUPESS JUDICIAL STAMP PAPER**

#### **USER AGREEMENT**

THIS AGREEMENT ("Agreement") is made on....., 2024

BETWEEN

Development Support Agency of Gujarat, Government of Gujarat having its principal offices at Gandhinagar (hereinafter referred to as the "Authority" or DSAG which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns)

AND

<Name of the Bidder>, a company incorporated and existing under the laws of India with its principal/registered address at <Office Address>, which includes its respective affiliates, related and subsidiary entities, directors, officers, employees, agents, Bidder's consortium or other partners, successors in title and permitted assigns, (herein referred as "Bidder").

Authority and Bidder are sometimes hereinafter referred to collectively as the "Parties" and individually a "Party".

WHEREAS

- a. DSAG has undertaken the development of Tribal Freedom Fighter Museum at Garudeshwar, Rajpipla
- b. The DSAG has floated tender (Bid) for "Selection of a Design & Project Management Consultant (DPMC) for Museum, Curation and Allied Works of National Tribal Freedom Fighters Museum at Garudeshwar, Rajpipla, Narmada District" (herein referred as "Project").
- c. Few organizations have developed project brief and have produced computer-aided (CADD) drawings/files for the implementation of the project under the contractual obligations with DSAG.
- d. The Bidder is interested in bidding for this project and has requested DSAG to provide project brief and CADD files for working of the submission of this project Bid.
- e. The Bidder wishing to procure the CADD files shall be a bonafide and shortlisted bidder for the Project, in accordance with DSAG pre-qualifications for the Bidder.



- f. To safeguard the intellectual property of DSAG and against any risk against it, with respect to its design for the project, parties hereby enter into this Agreement to record the terms and conditions of which they shall be bound to use the project brief and CADD files provided.

IT IS HEREBY AGREED as follows: -

1. That the Project brief and electronic design data (including CADD drawings) files are confidential information in nature and are being provided to Bidder for the sole purpose of bidding for this project only.
2. The Bidder undertakes and agrees with DSAG that: -
  - It will not use this Confidential Information for any purpose other than for the purpose contemplated under this Agreement; and
  - It will not disclose this Confidential Information to any third party (except for any third party to whom disclosure is required to be made by law, regulation or the requirements of any applicable regulatory authority.
  - The Bidder will not disclose this Confidential Information to its directors, officers, employees, agents of Bidder, other than those who have a need to know in order for the Bidder to carry out its obligations in connection with the business relationship contemplated under this Agreement.
  - The Bidder will ensure that its directors, officers, employees, agents of Bidder who have or will be given access to this Confidential Information are bound by similar obligations of confidentiality.
  - The Bidder will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information, using the same degree of care and diligence as the Bidder will use to protect its own Confidential Information of a similar nature.
  - The Bidder will immediately notify DSAG in writing of any misuse of misappropriation of this Confidential Information which may come to Bidder's attention.
3. These files only provide design and engineering intent. These files are not “Good for Construction” and are work in progress files. Bidder should do its own due diligence while using these files at its own risk and cost.
4. That the previously deployed agency’s title block seen on drawing, contained with the design data must be deleted (if any), and this Agreement grants no right to reproduce the title block.
5. Under no circumstances shall the providing of these files be deemed a sale of a product, and neither the DSAG or the previously deployed agency. make any warranties, express or implied, in connection with the electronic design data or diskette.
6. Bidder understands that the automated conversion of information and data from the

system and format used by previously deployed agency to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and/or errors. Bidder also understands the inherent possibility of data loss from the use and storage of electronic data. Bidder also understands that this agreement or the use of the electronic design data does not relieve it of its other future contractual responsibilities under the contract with DSAG, that it remains fully responsible for its deliverables and scope. Bidder agrees to assume all risks associated with the use, conversion or storage of such electronic data while using this for the bid.

7. Bidder also recognizes that changes or modifications to such instruments of professional service introduced by anyone other than previously deployed agency may result in adverse consequences which cannot be predicted nor controlled and understood. Therefore, and in consideration of Meinhardt's contract as DPMC with DSAG to deliver their instruments of professional service in machine readable form, Bidder agrees, to the fullest extent permitted by law, to hold harmless and indemnify previously deployed agency and their officers, employees, and consultants from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the conversion, modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by previously deployed agency under this Agreement. The foregoing indemnification applies, without limitation, to any use of these files of this project.
8. The Bidder assumes that its directors, officers, employees, agents of Bidder who have or will be given access to these CADD files are bound by similar obligations of confidentiality and risk associated with it.
9. Use of any of the Files containing the described project brief and the electronic design data constitutes acceptance of the terms of this agreement by any user, though the use is described in this agreement.
10. This Agreement will be governed by and construed in accordance with the laws of India. The parties hereby submit themselves to the exclusive jurisdiction of the Courts of India.
11. The Bidder hereby acknowledges that a breach or violation of its obligations and covenants under this Agreement will cause irreparable injury to the Authority, which cannot be compensated by monetary damages. The Bidder agrees that the Authority or any other agency nominated by the Authority may be entitled to seek injunctive relief against any threatened breach or violation of such obligation or covenant or the continuation of any such breach or violation by the Bidder.
12. Any notice, approval or request required or permitted to be given or made under this Agreement shall be in the English Language. Such notice, approval or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, facsimile or any other electronic means to the party to which is required to be given or made at such party's address specified below, or at such other address as either party may specify in writing.

This Agreement does not constitute an agreement with DSAG and Bidder for provision of professional services and therefore it should not create any cause of action of any kind of favor of the Bidder, its sub-consultants and its assignees, suppliers or any third party against previously deployed agency. This CADD User Agreement is made for the benefit of the Bidder and its assignees and for the benefit of the bid process.

For DPMC

For <Name of the Bidder>:

Address: <Address>

Telephone No: [+91 XX XXXXXXXXX]