

# GUJARAT NATIONAL LAW UNIVERSITY

(Established Under Gujarat Act No.: 09 of 2003)

**Tender Notice No: PC- 10/2018**



## **Tender for Diorama Designing and Installation at Legal History Museum, GNLU (2<sup>nd</sup> Attempt)**

### **Gujarat National Law University**

Attalika Avenue, Knowledge Corridor, Koba

Gandhinagar – 382 426 (Gujarat), INDIA.

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Visit us: <https://www.gnlu.ac.in>

## 1. Tender Notification:

Gujarat National Law University (GNLU), Gandhinagar, invites sealed tender offers from eligible, reputed exhibition creator having model maker for Diorama Designing and Installation at GNLU, Gandhinagar Museum site (area).

Tender document may be downloaded from <https://gnlu.ac.in/GNLU/Tender> by any interested eligible vendor. The prescribed nonrefundable tender fee, as mentioned in the tender document, should be sent with your offer by DD in favor of "Gujarat National Law University, Ahmedabad". Any subsequent amendments in the tender document will be available on above mentioned website.

Duly filled-in tender documents may be submitted to the office of The Registrar, Gujarat National Law University, Attalika Avenue, Knowledge Corridor, Koba, Gandhinagar 382 426, Gujarat, India by speed post/RPAD or by hand on or before 18<sup>th</sup> August, 2018 up to 05:00 PM.

1.0	Name of Work	Tender for Diorama Designing and Installation at Legal History Museum, GNLU
2.0	Estimated Cost of Tender Work	Rs.11,75,000/- ( Eleven Lakhs Seventy Five Thousand)
3.0	Tender Fee	Rs. 2,500/- (Non Refundable)
4.0	Earnest Money Deposit (EMD)	Rs. 25,000/-
5.0	Date of issue of Tender	18 <sup>th</sup> August, 2018 on <a href="https://gnlu.ac.in/GNLU/Tender">https://gnlu.ac.in/GNLU/Tender</a>
6.0	Last date of submission	18 <sup>th</sup> August, 2018
7.0	Last date for receiving hard copy of all the tender documents along with Tender Fees & EMD	18 <sup>th</sup> August, 2018 up to 05:00 PM
8.0	Technical & Price Bid Opening Date	Will be communicated via email to the successful bidder
9.0	Address for Communication, Queries and Submission of filled tender document.	The Registrar, Gujarat National Law University Attalika Avenue, Knowledge Corridor, Koba Gandhinagar - 382 426 Gujarat, India.

- Separate DD for Prescribed Tender Fee and Earnest Money Deposit (EMD) must accompany the offer as mentioned in this tender document. Offers received without them will be rejected.
- Detailed Technical Specifications, Terms and Conditions, Scope of Work, various format and Performa for submitting the tender offer are described in this tender document.
- Do not change this tender document. Any change/s made in the tender document by the vendor will lead to disqualification. Such offers will be rejected.
- Bidders are requested to visit the Gujarat National Law University and check the locations for Museum Panels, Digital Prints, LED Letters, Plain Letter and Display Light etc. work.

■ Eligibility Criteria for the bidder:

- ❖ The Bidder should have the experience of 3D sculpture making in clay, POP and any metal. The Bidder should be or hired employee/s possessing sculpture diploma qualification from any Government or Government recognised Private Institute/University. The Bidder should enclose self-attested certificate/mark sheet of the same. The Bidder should also enclose some photographs of the Sculptor work along with the tender copy.
- ❖ Average Annual financial turnover during the previous 3 financial years should be at least Rs. 15 Lakhs/year.
- ❖ The Bidder should be registered for GST as applicable. The copies of documentary evidence in support of this must invariably be enclosed with the offer.
- ❖ The Bidder should have local presence in Gujarat (Ahmedabad/Gandhinagar) for at least the past three years. Please attach the copies of any one of the following: Property Tax Bill / Electricity Bills/ Telephone Bills/G.S.T. Registration / Valid Lease Agreement.
- ❖ Bidders are required to submit all supporting documents for above criteria with sign and stamp.

## **2. Terms and Conditions:**

1. The bid is non-transferable.
2. The Bidder will have to Supply and Install diorama work at Gujarat National Law University, Gandhinagar.
3. The Bidder shall bear all the costs associated with the preparation and submission of its bid, GNLU in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
4. Bidder must sign and write page number on all the papers.
5. **Right to Alter Quantities:** GNLU reserves the right to alter (increase or decrease) the quantities specified. The Vendor has to carry out the work, of supply of components and installation work, if required, by the Gujarat National Law University at the same rates.
6. The Bidder has to submit the compliance letter on its letter head duly signed by the authorized signature & other supporting documents as asked for in the bid. Failing to submit the same or non-compliance/deviation from any bid terms and conditions, eligibility criteria or technical specifications may result in rejection of the bid.
7. The Bidder has to examine all instructions, forms, annexures, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
8. Amendment of Bidding Documents (Corrigendum): At any time prior to the deadline for submission of bids, GNLU may modify the bidding documents. The corrigendum will be published on website. In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids GNLU, at its discretion, may extend the deadline for the submission of bids.
9. **Price:** The price shall be quoted in Indian Rupees only, on free delivery, installation and commissioning at site basis. This shall be inclusive of all taxes (to be mentioned separately), and summary cost of total implementation be indicated. All kind of taxes should be specifically mentioned in the price bid, Excise Duty Exemption/Custom Duty etc.
10. **Tender Fee & EMD:** The Bidder has to submit Non-refundable **Tender Fees of Rs. 2,500/- & Earnest Money Deposit (E.M.D.) of Rs. 25,000/-** in the form of Demand Draft in the name of **“Gujarat National Law University” payable at Ahmedabad** from any of the Nationalized Bank including the Public Sector Bank or Private Sector Banks authorized by RBI (operating in India having branch at Ahmedabad/ Gandhinagar), in the separate sealed cover should be remitted along with the bid. **Bid without Tender fees & E.M.D. will not be termed valid.** In case of non-receipt of Bid processing fees & EMD as mentioned above the bid will be rejected by GNLU as non-responsive.
11. Unsuccessful bidder's E.M.D. will be returned as promptly as possible as but not later than 15 days after the expiration of the period of bid validity OR upon the successful Bidder signing the Contract, and furnishing the S.D. of contract value i.e. 10% of the total order value as prescribed by GNLU. No interest is payable on EMD/S.D. Successful bidder EMD will be retained as Security Deposit with University, the said amount will be returned on and after one year of Project completion.

12. Modification and Withdrawal of Bids
  - (a) No bid will be allowed to be modified subsequent to the final submission of bid.
  - (b) No bid will be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity. Withdrawal of a bid during this interval will result in the forfeiture of bidder's E.M.D.
13. Any deviation found in the specification of the produced goods/articles/materials from the tender specification will lead to the cancellation of the order, forfeiture of EMD and/or S.D. and prohibition in the participation in the future purchase/work of GNLU, GNLU will not be responsible for any time delay which may arise due to any deviation from the bid technical specification found at the time of inspection and the bidder has to deliver and install the ordered goods/articles/materials within prescribed time limit.
14. **Delivery & Installation:** Within 60 working days from the date of confirmed purchase/work order.
15. Appropriate insurance (if required) to cover all the equipment up to delivery and installation shall be taken by the Bidder. Bidder should also take sufficient care in insuring the work force being deployed to carry out the installation and commissioning work at the University campus.
16. **Penalty Clause:**
  - (a) If the bidder fails to deliver and install the work within 60 working days of the issue of the confirmed purchase/work order, then a sum equivalent to one percent (1%) of the total contract value shall be deducted from the payment for each calendar week of delay or part thereof.
  - (b) The Bidder is required to complete the entire job within 60 working days of the issue of the confirmed purchase/work order, failing which a penalty will be levied at the rate of 1% of the order value, per week.
  - (c) If the bidder fails to deliver, install and commission the different components ordered within the stipulated time schedule, the same shall be treated as a breach of contract. In such case, the University reserves its right to cancel the purchase/work order, forfeit the EMD/S.D. amount paid by the bidder without any notice.
  - (d) The GNLU reserves the right to impose or relax the penalty terms mentioned herein.
17. **Payment:** Payment for Goods and Services shall be made in Indian Rupees as follows:
  - (a) No advance payment will be made.
  - (b) 60% against delivery and inspection of materials.
  - (c) 20% payment after successful installation of the supplied goods.
  - (d) Remaining 20% payment will be made after testing, acceptance and certification of Museum Consultant.
18. **Acceptance of Tender:** The Authority of Gujarat National Law University, Gandhinagar does not bind itself to accept the lowest priced bid and reserves the right to reject any or the entire tender bids received without assigning any reason thereof. The authority may also decide to empanel more than one Agency/Firm/OEM or their certified authorized distributors/dealers and fix a price band for the product specifications offered by different companies/brands, compliant to minimum specifications asked in the tender. This is in view of the spectrum of products available in the market, requirements of the University.
19. **Compliance List:** The proposal be properly indexed and a compliance list against the technical specifications should be provided.

20. **Warranty & Support :**

- a) **Warranty:** For the new active components, supplied under this tender, Manufacturer and Vendor both have to provide a letter confirming their responsibility for minimum of 1 Year ON-SITE product replacement warranty. Warranty will start from date of acceptance of installation.
  - b) The Bidder has to provide onsite technical support whenever needed or problems occur during the warranty period.
  - c) During the warranty period, if the complaint is not attended within 48hrs the penalty of Rs. 1000 per day shall be levied.
21. Conditional Offer will not be accepted.
22. **Period of Validity:** Bids shall remain valid for acceptance for a period of 30 days from the date of opening of the price bid.
23. The benefit of any downward price revision (revision on account of budget/financial policy, tax revision, EPZ etc.) is to be given to Gujarat National Law University, Gandhinagar by the selected Firm/OEM/Agency/Bidder.
24. Past Performance of the bidder will be judged at the time of Technical Evaluation.
25. The University does not bind itself to offer any explanation to those bidders whose technical bids have not been found acceptable by the Technical Evaluation Committee.
26. The bids (technical and price bids) once submitted shall be the property of the University and shall not be returned to the agency in future.
27. The person/officer signing the tender/bid documents should be authorized by the Chief Executive Office/Managing Director / Proprietor / Partner of the Company to sign such documents.
28. **Opening of Price Bids:** The Price Bid(s) of only those agency(s) who are found technically qualified will be opened and the same will be opened before the technically qualified bidder(s).
29. Bidder or his/her authorized representative (with proper authorization letter for attending opening of Pre-bid) may choose to be present at the time of opening of Price Bids.
30. **IMPORTANT:**
- **Considering the nature of work, Pre-Bid meeting is mandatory and is a part of technical eligibility of bidder/s. The bidders should be ready to give presentation showcasing their executed works, competency etc. during Pre-Bid. Only technically qualified bidder/s will be considered eligible for opening of Price bid. Date of Pre-bid meeting will be communicated only to the shortlisted bidders via email.**
  - University may accept or reject any or all the bids in part or in full without assigning any reason and does not bind to accept the lowest bid. The University at its discretion may change the quantity/upgrade the criteria/drop any item or part thereof at any time before placing the Purchase/Work Order.
  - GNLU reserves the right to change any bid condition of any item even after inviting the bids, with/without prior notification.
  - The work being unique and specific in nature GNLU reserves the right to change any bid condition of any item even after inviting the bids, with/without prior notification. The

University also reserves the right to hire Consultant for supervision/inspection/execution of the said work.

- A bid submitted with false information will not only be rejected but also the Firm/Agency/OEM/bidder will be debarred from participation in future tendering process.
- **The Firm/OEMs/Bidder need to submit a certificate during Pre bid that they are not currently debarred or blacklisted in any state level/national organization or educational institute/university.**
- In case of any dispute, the decision of the Director of this University shall be final and binding on the bidders.
- For any query pertaining to this bid document, correspondence be addressed to: The Registrar, GNLU.

31. In case the due date for opening tender happens to be a holiday, the same will be opened on the next working day. The timings will however remain unchanged.

32. **Bid:** Technical Bid and Price Bid should be submitted in two separate sealed envelope quoting reference number on the top of the envelope. Tender Fee and EMD should be enclosed with the Technical Bid documents, in separate sealed envelopes, stapled with the packet containing Technical Bid documents. The Bidders/OEMs may either bid directly or authorize their Country/Regional/State Distributors/Dealers/Agencies, to quote with valid authorization certificate, capability to Supply, install and service of the products.

33. **Repeat/Additional Orders**

GNLU reserves the right to place repeat orders/additional orders on the successful bidders upto 50% of the original quantity of the order at the same prices, terms and conditions stipulated in the original contract during contractual period. In special circumstances GNLU also reserves the right to place repeat order/additional order up to 50% quantity mutually agreed upon.

34. The jurisdiction of any dispute will be Gandhinagar.

35. **Force Majeure:** Force Majeure shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the Bidder.

The Bidder shall advise the GNLU by a registered letter duly certified by the local statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over two months, if arising out of causes of Force Majeure, The GNLU reserves the right to cancel the order.

Completion period may be extended to circumstances relating to Force Majeure by the GNLU. Bidder shall not claim any further extension for completion of work. The GNLU shall not be liable to pay extra costs under any conditions.

Bidder shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any Force Majeure cause, the Bidder shall not be liable for delays

in performing their obligations under this order and the delivery dates can be extended to the Bidder without being subject to price reduction for delayed delivered, as stated elsewhere.

It will be prerogative of GNLU to take the decision on force major conditions and GNLU's decision will be binding to the bidder.

**Proposals after due time period will not be accepted.**

Please address all queries and correspondence to:

**The Registrar,  
Gujarat National Law University (GNLU), Attalika Avenue, Knowledge Corridor, Koba,  
Gandhinagar-382 426.**



## 4. **Scope of Work:**

### 4.1 **Scope of Work:**

(A) **Diorama:** Gandhiji's Trial Size 10' X 15' X 8' Height. Made of Plywood Chill Wood with Ivory distemper paint.

Ceiling with 6 mm ply & chill wood distemper Paint

Wooden gate with ply & chill wood, glass & paint

20 POP models including Gandhiji

11 Chairs, 2 Tables

10 LED 12 watt picture light

Flooring with 3 mm vinyl printed foam sheet

### 4.2 **General Requirements:**

- a) All the artistic work to be carried out in proper display system with proper paint, figure, composition and look for attracting mass. Total display should reflect subject: Gandhiji Diorama in totality.
- b) The entire work of supply, installation, configuration, integration and testing should be completed to the satisfaction of the Director, Gujarat National Law University, at Gandhinagar.
- c) Bidders are required to visit the site to get a better understanding of the scope and determine actual quantities.
- d) Miscellaneous and allied work shall be the scope of work

4.3 **Brand Approval:** All the materials to be used shall be ISO or ISI mark

4.4 Bidder should visit Ahmedabad – Shahibaug Circuit House to get the feel of subject before bidding the tender because this incident was taken place at the Shahibaug Circuit House.

## Annexures (A to E)

### Annexure –A: Details of Bidder/Other Details:

- 1) Name of the Bidder:
- 2) Status of the Bidder: (attach documents, if registered company/partnership/proprietorship)
- 3) Details of key top official/authorized official: (attach details)
- 4) Enclose the following documents;
  - a) Attested copy of PAN Card, GST Registration Papers
  - b) Signed Copy of the Tender Document, with Firm/Company seal, agreeing to the terms & conditions & declaration.
- 5) Bid Processing Fees & Earnest Money Deposit Details

Sr. No.	Item	Amount (In Rs.)	Name of the Bank & Branch	Demand Draft No.
1	Bid Processing Fees			
2	Earnest Money Deposit (E.M.D.)			

- 6) **Form No – E1 : Financial strength of the bidder:** (Please Submit details as per following format)

Financial Year	Turnover (Rs. In Lakhs)
2015-2016	
2016-2017	
2017-2018	

- 7) **Form No – E2 : Office in Gujarat (Ahmedabad/Gandhinagar) :** ( Please Submit details as per following format)

Sr. No.	Address	Contact Person	Contact Nos.
1			
2			

Note: Please fill this form and submit the supporting document. Failing the same may lead to the rejection of the bid.

8) **Form No – E3** : Sculptor Details

Sr. No.	Name	Experience	Certified copy of the Project Completed Certificate
1			
2			
3			

**Annexure – B: Financial BID**

Sr. No.	Items	Unit	Unit Rate (Inclusive of Tax)
1	Diorama design and installation at GNLU	1	

Taxes as applicable (GST)

Note: Details of applicable taxes as applicable on the basis of nature of work, service must be provided in the price bid itself. The price bid will be evaluated on the Total Value inclusive of Taxes, Delivery, Installation, and Commissioning. No extra costs payable over and above the total value.

The Bidders may add/delete rows, if required for furnishing full details and comparability of bids.

**Annexure – C:****APPLICATION FORM**

To,  
 The Registrar  
 Gujarat National Law University  
 Attalika Avenue, Knowledge Corridor,  
 Koba, Gandhinagar – 382 426 (Gujarat), INDIA

**Subject:** Tender For Diorama Design making and Installation at GNLU Museum Area (2<sup>nd</sup> Attempt).

Sir,

Please refer to your Tender Notice No. PC: 10/2018 published in the newspapers for Diorama Design making and Installation at GNLU Museum Area (2<sup>nd</sup> Attempt). We are hereby applying for the same as per the details specified below:

<b>Bidder Details</b>	
Company/Bidder Name	
Office Location	
Address	
City	
State	
Pin Code	
Contact Number	
E-Mail	
Fax Number	
Website	

**Signature of the Authorised Signatory  
 (With seal)**

**ANNEXURE – D DECLARATION**

- 1) I, ----- Son /Daughter of Mr. -----  
----- Proprietor/Partner/CEO/MD/Director/ Authorized Signatory of M/s. -----  
----- am competent to sign this declaration and execute this tender document.
- 2) I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
- 3) The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief.
- 4) I/we/am are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
- 5) Each page of the tender document and papers submitted by my Company is authenticated, sealed and signed, and I take full responsibility for the entire documents submitted.

(Seal of the Bidder)

(Signature of bidder with seal)

Name.....  
 Seal.....  
 Address.....  
 Phone No.....  
 Fax No.....  
 E-mail.....

Place:  
 Date:

**Annexure E – Check-List for Submission of Tender**

Sr. No.	Document	Yes/No
1	Tender Processing Fee Demand Draft	
2	EMD Demand Draft	
3	Details of Bidders and Other Details (Annexure-A)	
4	Financial Details- Audited Balance Sheet, IT Returns of the last three years (Annexure A, Form No. E1)	
5	Office in Gujarat (Ahmedabad/Gandhinagar)	
6	Sculpture details to carry out the work	
7	Financial Bid (Annexure-B)	
8	Application form (Annexure-C)	
9	Declaration (Annexure-D)	
10	Enclosed original tender document and other enclosures with seal & authorized signature on each page.	
11	Any other additional document	