

No.B.13017/2/2016-AC
GOVERNMENT OF MIZORAM
ART & CULTURE DEPARTMENT

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Dated Aizawl, the 6th March, 2017

EXPRESSION OF INTEREST

Expression of Interest is invited from interested Government Empanelled Consultancy Firms for execution of project on 'Retrofitting of Vanapa Hall' Rs.178.47 lakh.

Details can be had from Directorate of Art & Culture Department, Mc Donald Hill, Zarkawt, Aizawl. E.O.I may be submitted as per Terms of Reference to the Office of Director, Art & Culture Department on or before 17th March, 2017.

Sd/- Thanhliri Pachuau
Secretary to the Govt. of Mizoram
Art & Culture Department

Memo No.B.13017/2/2016-AC : Dated Aizawl, the 6th March, 2017

Copy to :-

1. P.S. to Minister, Art & Culture Department for kind information.
2. P.S. to Parliamentary Secretary, Art & Culture Department for kind information.
3. Sr.PPS to Chief Secretary, Government of Mizoram.
4. Director, I&PR Department for information. He is requested to publish in the local Newspaper in two consecutive issues.
5. Director, Art & Culture Department for information and necessary action.

DIRECTORATE OF ART & CULTURE

Receipt No 2727

Date 9.3.17

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(THANHLIRI PACHUAU)
Secretary to the Govt. of Mizoram
Art & Culture Department

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**GOVT. OF MIZORAM
ART & CULTURE DEPARTMENT**

REQUEST FOR PROPOSALS (RFP)

FOR

**RETROFITTING
OF
VANAPA HALL, AIZAWL**

1. Introduction:

1.1 The Secretary to the Government of Mizoram, Art & Culture Department, had accorded and allocated, funds for Retrofitting of Vanapa Hall, Aizawl amounting to Rs. 178.47 lakh.

2. Terms of Reference

2.1 Background : Mizoram is a late starter in various development activities. The State has immense works do to catch up with the standard of the mainstream. In order to achieve that, the necessary infrastructures have to be established. The construction of Vanapa Hall commenced in 1983. It is currently under the care of Art & Culture Department, Govt. of Mizoram. This hall has always been the most popular and most used hall for any type of indoor gathering for the past three decades. It has a capacity of 900 people and located at the heart of Aizawl city.

Even though there are some halls and auditoriums in the city, Vanapa Hall continues to be the first choice to this day due to its location and capacity. All government offices, associations, organizations, institutions and entertainers organize a function or conference, a gathering or concert etc. at least once a year. From a few years back, the hall remains fully booked the whole year round, both day and night.

Because of the continuous and vigorous use, the hall suffers a lot of wear and tear. Even though minor repairs and efforts in retrofitting have been made in the past, the very age of the hall (now in its 34th year of existence) and its non-stop use make it almost impossible to keep up with the deterioration. There is also the fear of reaching the level where the hall becomes so dilapidated and it becomes impossible to repair for further use. On top of these, frequent complaints have surfaced in the media about the existing conditions.

New construction materials in the recent times have proved that the building itself looks old and out-dated and in desperate need of update and renovations in every aspect. The status of the structure, whether it is sound or not, is also a question that needs technical expertise since it is a public gathering place. Therefore, renovation and retrofitting of Vanapa Hall is very crucial at the moment.

To execute the work of renovation and retrofitting Vanapa Hall, the Art & Culture Department invited State empanelled consultancy firms with appropriate expertise to execute the project. Any interest firms should hold legal and valid certificate issued by concerned authority (Finance Department) of the State Government.

2.2 Objective :

To execute restoration and repairing work of Vanapa Hall, Aizawl as per prescribed DPR

2.3 Benefits: Providing convenient space and location for public interest and generate income for government revenue.

2.4 Scope of Work: The scope of work to be performed by selected agency will include the following tasks:

- a) i) Clearance of old articles and disposal of the same in accordance to the decision of Secretary to Govt. of Mizoram, Art & Culture Department.
- iii) To made modification on DPR, if needed, under the supervision of Secretary to Govt. of Mizoram, Art & Culture Department.
- b) The Agency shall get the work executed in accordance with the technical sanction and drawings, designs, and specification in the approved DPR and ensure completion of the project within the project cost and project period of one (1) year.
- c) The agency shall render all required support to the Employer (Art & Culture Department) for follow up action, as may be required.

3. INFORMATION TO BIDDERS

The proposed project is retrofitting of Vanapa Hall, Aizawl. Any interest firm should discreetly examine the required works mentioned in the approved DPR even to the minute job points. Any modification on the works other than prescribed in the DPR will not be entertained, unless it is approved by Secretary to Govt. of Mizoram, Art & Culture Department. It may be clearly taken into

account that project amount shall not be revised under any circumstances.

3.1 PROJECT COMPONENTS : *See approved DPR*

Brief Description of Bidding Process : There will be two bidding system, the consultant should submit Technical bid and Financial bid separately in sealed envelopes, both of which are to be kept together in a bigger envelope duly sealed and submitted to the government within the specified date and time at the specified place. Late bids i.e. bids received after the specified date and time of receipt should not be considered. The technical proposals should be opened first by Director, Art & Culture Department in the presence of bidders. The same shall be brought forward to State Level Consultancy Evaluation Committee for approval and rejection of bids.

3.2 Schedule of the Bidding process :

- 1) Last date of submission of bids 17th March, 2017 (Friday) upto 12:00pm
- 2) Opening of Bids Same date at 2:00 pm
- 3) Letter of Award Subject to the approval of competent Authority
- 4) Signing of Contract Agreement. Within 3 days of LOA
(subject to the approval of competent Authority)

4 . GENERAL TERMS OF BIDDING.

A TECHNICAL BID :

4. The technical Bid should contain the following information:-
 - i) Methodology,
 - ii) Work Plan & Mobilization Schedule,

- iii) Quality Control & Assurance .
- iv) Proposed Key personnel of the firm and their relevant experience of providing necessary services in this project,
 - a) Architect,
 - b) Structural Engineer,
 - c) Civil Engineer,
 - d) Other Services

4.1 The following documents are to be furnished that will form a part of the Bid documents:

- a) Valid Government registration certificate.
- b) General profile of the Agency indicating core competence and area of specialization and services rendered in the field of Infrastructural Project Design and Planning.
- c) List of Professional/Technical staff in the firm with qualifications and experience of each staff.
- d) Audited Financial Report by Chartered Accountant/ Government Auditor of the firm for the last 3 years(i.e 2013 - 2014, 2014 – 2015 & 2015 - 2016), indicating Turnover and Net Profit figures.

4.3 The Bidder shall provide all the information sought under this RFP and any other relevant information as deemed fit by the Bidder. The Employer will evaluate only those Bids that are complete in all respects.

The Bid and other documents shall be typed, sealed & signed by the authorized signatory of the Bidder, whose Power of Attorney for signing the documents should be enclosed in the Bid documents.

4.4 The Bid should be sealed in an envelope and shall clearly bear the following identification-

"Technical Bid for retrofitting of Vanapa Hall, Aizawl"

and shall clearly indicate the name of Firm and address.

4.5. If the envelopes are not sealed and marked as instructed above, the

employer assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

- 4.6** Bids received by the Employer after the specified time on the Bid due date shall not be eligible for consideration and shall be summarily regretted.
- 4.7** The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding process. The Employer will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding process.
- 4.8** Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site condition, traffic, location surroundings, climate, availability of power, water and other utilities for work, access to site, handling and storage of materials, weather date, applicable laws & regulation and any other matter considered relevant by them.
- 4.9** Notwithstanding anything contained in this RFP, the Employer reserves the right to reject any bid and to annul the Bidding process and reject all Bids at any time without any liability or any obligation for such rejection or annulment, and without assigning any reasons thereof.
- 4.10** Information relating to examination, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not officially assisting the Employer concerning the Bidding Process. The Employer 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 is to enforce or assert any right or privilege of the statutory entity and/or the Employer

B. Financial Bid:

- 4.11** The Bidder should quote his rates in numerical. And shall clearly

indicate the name of Firm and address.

4.12 In this stage, each financial Proposal will be assigned as a Financial Score. The lowest financial proposal will be given a financial Score of 100.

4.13 The Bid should be sealed in an envelope and shall clearly bear the following identification-

"Financial Bid for retrofitting of Vanapa Hall, Aizawl

4.14 If the envelope are not sealed and marked as instructed above, the employer assumes no responsibility for the misplacement of premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

4.15 Bids received by the Employer after the specified time on the Bid due date shall not be eligible for consideration and shall be summarily rejected.

4.16 Both the sealed Technical and Financial Bids should be put in one big enveloped and in the Enveloped it should be wrote.

Name of Work - ***Bid for retrofitting of Vanapa Hall, Aizawl***

Name of Bidder with detail Address.

And shall bear the following exact address.

Director, Art & Culture Department

Mc Donald Hill, Zarkawt, Aizawl, Mizoram

Ph. No 0389-2341038

5 OPENING & EVALUATION OF BIDS

5.1 The Employer shall open the Bids at 14:00 hrs on the Bid Due Date at the place specified above and in the presence of the Bidders who choose to attend.

5.2 The Employer will subsequently examine and determine whether each Bid is responsive to the requirements of this RFP. A bid shall be considered responsive only if -

a) It is received by the Bid due date including any extension thereof, if any.

- b) It is sealed and marked as stipulated in clause 4.4, 4.13 7 4.16
- c) It contains all information (Complete in all respects) as requested in this RFP.
- 5.3** The Employer reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the employer in respect of such Bids.
- 5.4** The Technical Bid submitted by the Firm shall be opened and evaluated. The Financial bid of only those bidders whose Technical Bids are substantially responsive will be considered for further evaluation.
- 5.5** The Financial Bid will be evaluated on the basis of rate submitted as mentioned in clause 4.11
- 5.6** The Technical Bid and Financial Bid shall be given weightage in the ratio of 60;40.
- 5.7** The Technical Bid will be evaluated on the basis of the following evaluation criteria.

Sl. No	Details	Max. Marks
1.	Experience of the firm in preparation of DPR for Civil Infrastructure projects in the State (status of the project be mentioned)	10
2.	Experience of the firm in execution of Construction projects in the State (status of the project be mentioned).	20
3.	Consultant Resource Schedule, Methodology & Work Plan,	20
4.	Suitability of Key personnel for the assignment	
	a) Qualification	10
	b) Relevant Experience	10
	c) No of Technical personnel with more than 10 years of experience	10
5.	Financial Turnover Figures for last 3 years (as per audited by Registered Chartered Accountants)	5
6.	Quality Assurance/Management Systems	15

- 5.8** After selection, a Letter of Award (the "LOA") shall be issued by the

Employer to the Selected Bidder and the Selected Bidder shall, within 2(Two) days of the issue of the LOA, acknowledge receipt of the same indicating therein its acceptance or otherwise of the LOA and the assignment.

5.9 After Selection, Detail Architectural & Structural Design will be given to the successful bidder. The Department reserves the right to review and modify the design at any stage, subject to mutual consultation and agreement with the selected bidder.

5.10 After acknowledgement of the LOA as aforesaid by the Selected Bidder, a Deed of Agreement shall be executed between the Employer and the Selected bidder.

5.11 Bids shall be deemed to be under consideration immediately after they are opened and until the Employer makes official intimation of award to the Selected Bidder, while Bids are under consideration, Bidder and/ or their representatives of other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Employer on matters related to the Bids under consideration.

6. GENERAL TERMS AND CONDITIONS FOR TENDER AND CONTRACT

Bidders should read these conditions carefully and comply strictly while sending their bids.

6.1. Definitions:

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them:-

6.2 Approval - means approval in writing by the designated officer of the Employer.

6.3 Contractor - means the contractor or contractors or suppliers or agencies employed by the Executing Agency for the work or any connected work.

6.4 Employer - means the Art & Culture Department, Government of Mizoram represented by the Secretary, Govt, of Mizoram.

6.5 Executing Agency - also referred to as 'Agency', means an agency appointed by the employer for execution of the works under the project as may be defined in the agreement.

- 6.6. **Letter of Award (LOA)** - As defined in Clause 5.8
- 6.7. **Project/Work** - means *retrofitting of Vanapa Hall, Aizawl*.

7 Role and responsibilities of the Executing Agency :

- 7.1 Subsequent to the signing of the agreement and approval of the project, the Executing Agency shall forthwith take possession of the site from the Employer and shall nominate a qualified Engineer(s) for execution of the project under intimation to the Employer. In case the employer advised the executing agency for replacement of Site Engineer, the same will be duly considered by it and suitable replacement will be provided.
- 7.2 Executing Agency shall execute the works at approved cost as per approved technical designs and drawings.
- 7.3 The Executing Agency shall be wholly, solely and fully responsible for the timely completion of the project, the quality of works as per approved designs and also the structural safety during & after completion of the project.
- 7.4 The Employer or any person authorized by him can inspect and check the Construction work from time to time to see that the works are being implemented as per drawings & specifications. If any defects are found or deviation from the Plan without the written permission of the Employer noticed during the inspection, the same will be rectified by the Executing Agency.
- 7.5 During the various stages of execution, Executing Agency shall submit quarterly progress report with photographs of size 4"x6".
- 7.6 The Executing Agency shall be responsible for proper design, specifications and workmanship.
- 7.7 Liability for all defects in the construction work by the executing agency shall rest with them for a period of 6 months from the date of its handing over the construction work complete in all respect to the Employer. Executing Agency shall be responsible for satisfactory rectification of defects.
- 7.8 Any defects discovered and brought to the notice of the Executing Agency

during the period aforesaid shall be rectified by Executing Agency forthwith at its own cost and expenses. In the event of the failure on the part of the Executing Agency to rectify the defects, the same may without prejudice to Any other rights available to Employer in law can be got rectified by the employer for and on behalf of Executing Agency and at the cost and expense of the Executing Agency, after due notice of 30 days to the executing Agency.

- 7.9** The Executing Agency shall unless otherwise specified be fully responsible for procurement of all materials and services for the construction activity.
- 7.10** The Executing Agency shall be fully responsible to defend any suits or arbitration cases arising in respect of the project in connection with the Work between the Executing Agency and its sub-agency/workers at its own cost.
- 7.11** The Executing Agency shall, wherever required, obtain in writing approval of the local bodies or statutory bodies for the planning, construction as contemplated in this agreement. However, the Employer shall render necessary support to the Executing Agency to the extent of writing letters to local bodies regarding getting such approvals.
- 7.12** The Executing Agency shall be fully responsible for observance of all labour laws and other laws applicable and shall indemnify and keep indemnified the Employer against effect of non-observance of any such laws by it or the sub-agency.

Further, Employer shall not be responsible in any manner whatsoever, for Damages/compensation under Workmen Compensation Act or any other law or in torts or in civil law to the employees of Executing Agency and/or Contractor(s) and/or labourer employed.

8 Responsibilities of the Employer:

The Employer shall make available the site for the work to the Executing Agency.

- 8.1** Employer will not be responsible to the contractors/suppliers of the items required for execution of contract.
- 8.2** Employer shall make payment due under this agreement to the Executing Agency. However, the Employer may levy compensation upon the Executing Agency due to non-fulfillment of any clause of the contract or for sub-standard work or deficiency in services or any other reasons whatsoever

deemed appropriate under relevant rules and regulations.

9 Completion Of The Project

- 9.1** The date of start of the work i.e. planning and thereafter execution and completion shall be reckoned from the 10th day after the signing of the agreement.
- 9.2** The work shall be completed in all respect within a period of 12 months/1 year from the date of issue of work order.
- 9.3** Executing Agency shall be required to complete the construction work within the stipulated period. In case of delay, which may occur due to the reasons beyond the control of Executing Agency, Executing Agency would approach the Employer with full details for extension in time limit for completion of the works. In case of delay due to sole default on part of Executing Agency, or its contractors / subcontractors, the Executing Agency shall be liable to pay to the Employer, subject to maximum of 3% (Three percent) of project amount. However, the employer may reduce the same at its sole discretion

10 Assignment of the Agreement :

The Executing Agency shall not assign or transfer or part with any of the rights, duties of obligations, wholly or in part, under this agreement to any other party without the previous consent in writing of the Employer, except as provided under the agreement.

11 Payment & Schedule of Payment :

- 11.1** If the Contractor, sub-contractor or their employees shall break, deface or destroy any property belonging to the owner or other agency during the execution of the contract, the same shall be made good by the contractor at his own expense and in default thereof, the Employer may cause the same to be made good by other agencies and recover expense from the Contractor (for which the certificate of the Employer shall be final).
- 11.2** The Employer shall give 50% (fifty percent) as first installment received from the State government. Another 30% shall be sanctioned after exhaustion of 1st installment, subject to approval of work done. Remaining 20% shall be released at the time of completion of work.

12 Monitoring:

12.1 Effective monitoring shall be carried out by the Agency and the Employer to monitor the progress of the works in implementation of the project. To this end, the Agency shall furnish all the data and information, as may be prescribed by the employer from time to time, in the relevant format.

13 Quality Monitoring:

13.1 The Agency shall ensure the best practices are applied for quality management of works. The first tier of quality control will be executed at the Agency level.

13.2 Before awarding works, the Agency shall intimate the employer of details of the Quality Control System operational at the agency level.