

NIT No. 56/4(3)Engg Sec/WFLS/NRDA/2016, Naya Raipur dated 04.02.2016


Tender for Design, Supply, Installation and Commissioning of Multimedia Laser and Video Show on Water Screen with musical dancing fountain with light and sound and its Operation & Maintenance for 5 Years, at Rajdhani (Rakhi) Lake, Sector 19, Naya Raipur, Chhattisgarh, India

February - 2016

Tenders must be received by 3:00 PM

On Or Before 22/03/2016

NOTICE INVITING TENDER (NIT)

NOTICE INVITING TENDER	 nayaraiipur नया रायपुर
For Design, Supply, Installation and Commissioning of Multimedia Laser and Video Show on Water Screen with musical dancing fountain with light and sound and its Operation & Maintenance for 5 Years, at Rajdhani (Rakhi) Lake, Sector 19, Naya Raipur, Chhattisgarh, India	
NIT No. 56/4(3)Engg. Sec/WFLS/NRDA/2016, Dated : 04.02.2016	
Tenders are invited from eligible bidders for the captained project the details are below:-	
Tender documents including Detailed NIT can be downloaded from the website www.nayaRaipur.gov.in . Date of Pre-bid 18.02.2016 at 12.00hrs. Last Date of submission is 15.00hrs 08/03/2016 Amendment/Modification in tender, if any, will be uploaded only on the website.	
Naya Raipur Development Authority Utility Block, Capitol Complex, Sector – 19, Naya Raipur, 492 002, Chhattisgarh T: +91.771.251.1500	
NAYA RAIPUR - MERA RAIPUR	Chief Executive Officer

Corrigendum - 2

Date: 05.03.2016

Name of the Work: "Tender for Design, Supply, Installation and Commissioning of Multimedia Laser and Video Show on Water Screen with musical dancing fountain with light and sound and its Operation & Maintenance for 5 Years, at Rajdhani (Rakhi) Lake, Sector 19, Naya Raipur, Chhattisgarh, India", With reference to NIT No: 56/4(3)Engg Sec/WFLS/NRDA/2016, Naya Raipur dated 04.02.2016.

Based on discussions with prospective bidders during pre-bid meeting held on 18.02.2016 and subsequent pre-bid queries received by the Authority for the above mentioned work, the Authority is hereby issuing a Modified tender document. Bidders are requested to download the Modified tender document and submit their bid in accordance with the Modified tender document. Any bid not in accordance with this Modified tender document shall not be considered for evaluation and shall be rejected.

Modified tender document is uploaded on the website. No further queries shall be entertained by the Authority.


Chief Executive Officer

DISCLAIMER

The Tender document contains two volumes

Volume I	Tender Document
Volume II	General Conditions of Contract

The information contained in the Tender document or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of their employees or advisers, is provided to Bidders on the terms and conditions set out in this Tender Document and such other terms and conditions subject to which such information is provided.

The Tender Document is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of the Tender Document is to provide interested parties with information that may be useful to them in the formulation of their Tenders pursuant to this Tender Document. The Tender Document 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. The Tender Document may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses the Tender Document. The assumptions, assessments, statements and information contained in the Tender Document, 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 the Tender Document and obtain independent advice from appropriate sources.

Information provided in the Tender Document to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. 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 advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the Tender Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of the Tender Document or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in the Tender Document.

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 the Tender Document.

The issue of this Tender Document does not imply that the Authority is bound to select a Bidder or to appoint the Successful Bidder / Technical Bidder/Contractor, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Tenders without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Tender including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Tender. 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 an Bidder in preparation or submission of the Tender, regardless of the conduct or outcome of the Selection Process.

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DATA SHEET

1.	Name of the project	Tender for Design, Supply, Installation and Commissioning of Multimedia Laser and Video Show on Water Screen with musical dancing fountain with light and sound and its Operation & Maintenance for 5 Years, at Rajdhani (Rakhi) Lake, Sector 19, Naya Raipur, Chhattisgarh, India
2.	Tender issued by	Naya Raipur Development Authority
3.	Project Implementation Time	145 days from the date of Execution of Contract Agreement
4.	Operation & Maintenance Period	05 Years
5.	Cost of Tender Documents	Rs. 5,000.00 in the form of DD
6.	Earnest Money Deposit	Rs. 7,50,000.00 in the form of BG/ DD
7.	Date of issue tender document	04/02/2016
8.	Pre-bid meeting.	18/02/2016
9.	Last date and time of Submission of bid.	Up to 3:00 P.M. on or before 22/03/2016
10.	Opening of Technical Bid.	3:30 P.M. on 22/03/2016 in the office of the NRDA
11.	Presentation to NRDA	To be intimated.
12.	Opening of Financial Bid	Time & Date will be announced only after finalization of Technical Bid.
13.	Place of obtaining Tender Documents	The tender can also be downloaded from NRDA Website: www.nayaraipur.gov.in/. For such downloaded document the bidder as to enclose DD amounting to Rs. 5,000.00 in favor of CEO, Naya Raipur Development Authority payable at Raipur.
14.	Authorized Representative	The Chief Engineer, Naya Raipur Development Authority
15.	Email for Correspondence	ceo@nayaraiur.com, cee@nayaraipur.com, psc1@nayaraipur.com

SECTION – I

1. INTRODUCTION

1.1 Project Background

Government of Chhattisgarh (GoCG) has decided to develop a City named "Naya Raipur" near the present day Capital City of Raipur for the State Capital functions supported by all other function required for sustainable city such as physical and social infrastructure, residential, institutional, commercial, recreational, and industrial developments.

Naya Raipur Development Authority (NRDA) is a special area development authority established by GoCG under the Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973 for development and administration of Naya Raipur.

NRDA is developing Naya Raipur as per the provision of the "Naya Raipur Development Plan - 2031". As a part of development, plots / parcels of land / spaces are being allotted for different uses including those for recreational purposes under the provisions of "Chhattisgarh Vishesh Kshetra (Achal Sampatti ka Vyayan) Niyam, 2008." The development and construction on the land shall be governed by the Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973, Naya Raipur Development Plan 2031 and "Chhattisgarh Bhumi Vikas Niyam 1984" as applicable from time to time.

THEME

Rajdhani (Rakhi) Lake is the one of the prominent lakes of Naya Raipur. It is located in the Capitol Complex just opposite to New Mantralaya Building. It can be reached within 20 minutes from Raipur. NRDA plans to make this lake as a tourist destination.

Multimedia Laser Shows on Water Screen is the latest emerging trend in Indian entertainment industry. The audience enjoys the glittering laser graphics on water screen, which is a unique media, used for various applications such as entertainment, site promotion and specific custom events. A multimedia laser show in this place would truly entertain the visitors and mesmerize them. The memory of the show would last long and influence them, making them spread the word of mouth, thereby making the show and the place even more popular amongst the visitors. Apart from being an extremely fascinating exhibit, this attraction may also be used as a promotional tool to highlight Naya Raipur, the enactment of a popular historical event, or the history of a city or region, or a folk or heritage story, or any other presentation.

Naya Raipur Development Authority (NRDA) intends to install Multimedia laser show on water screen with musical dancing fountain as permanent attraction at Rajdhani (Rakhi) Lake. This show will attract public at large.

Project Location Details

Location of Project Site: Rakhi Lake Area (Either of the two lakes – Lake I or Lake II), opposite to Mantralaya Building, Capital Complex, Sector - 19.



- 1.1.1. With the aforesaid objective, NRDA (“the Authority”) invites Tenders in prescribed format from Individual, or a company, or a partnership firm, or a JV of individual/companies/partnership firms for **Design, Supply, Installation and Commissioning of Multimedia Laser and Video Show on Water Screen with musical dancing fountain with light and sound and its Operation & Maintenance for 5 Years, at Rajdhani (Rakhi) Lake, Sector 19, Naya Raipur, Chhattisgarh, India** (“the Project”)
- 1.1.2. Bidders are invited to submit a (“Tender”) comprising of the technical Tender (“Technical Tender”) and a financial Tender (“Financial Tender”) for **Design, Supply, Installation and Commissioning of Multimedia Laser and Video Show on Water Screen with musical dancing fountain with light and sound and its Operation & Maintenance for 5 Years, at Rajdhani (Rakhi) Lake, Sector 19, Naya Raipur, Chhattisgarh, India**. Those Bidders that submit the Tender shall be called Bidders. The Tender would form the basis of selection of the Bidder. After selection, a letter of award would be sent to the successful bidder and signing of the Contract Agreement between the Authority and the successful bidder for the Project is envisaged.
- 1.1.3. The Scope of work (SOW) / Terms of Reference (TOR) for the Project has been set out in Section II.
- 1.1.4. The Authority shall receive Tenders pursuant to this Tender Document in accordance with the terms set forth in this Tender Document and other documents to be provided by the Authority (collectively the “Tender Documents”), as modified, altered, amended and clarified from time to time by the Authority, and all Tenders shall be prepared and submitted in accordance with such terms.

- 1.1.5. The statements and explanations contained in this Tender Document are intended to provide a proper understanding to the Bidders about the subject matter of this Tender Document and should not be construed or interpreted as limiting in any way or manner the scope of Contract and obligations of the contractor set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, to be awarded pursuant to this Tender Document or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Tender Documents including this Tender Document are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Authority.
- 1.1.6. **The Authority has adopted a Selection process in three cover system. The Bidders are required to submit their Tender through Key Submissions (Envelope -1), Technical Tender (Envelope – 2) and Financial Tender (Envelope – 3).**
- 1.1.7. During this Tender Stage, Bidders are invited to visit the site and examine the parameter and scope of work in detail, and to carry out, at their cost, such studies as may be required for submitting their respective Tenders for the Project.

Any queries or request for additional information concerning this Tender Document shall be submitted in writing or by fax and e-mail to the authorized representative for this project. The envelopes/ communication shall clearly bear the following identification/ title "**Queries/Request for Additional Information: Tender for Design, Supply, Installation and Commissioning of Multimedia Laser and Video Show on Water Screen with musical dancing fountain with light and sound and its Operation & Maintenance for 5 Years, at Rajdhani (Rakhi) Lake, Sector 19, Naya Raipur, Chhattisgarh, India**" ("The Project")

1.2. Schedule of Selection Process

The Authority shall endeavor to adhere to the following schedule:

S. No	Event Description	Date
1	Last date of submission of tender	Up to 3:00 pm on or before 22/03/2016
2	Opening of Technical Bid	3:30 pm on 22/03/2016 in the office of NRDA
3	Presentation to NRDA	To be intimated
4	Opening of Financial Bid	Time and Date will be announced only after finalization of Technical Bid

Note: All the time and dates mentioned above and elsewhere in this Tender Document shall be Indian standard Time (GMT +5 Hrs and 30 minutes)

2. INSTRUCTION TO BIDDERS

A. GENERAL

2.1 General terms of Tender

- 2.1.1 A Bidder must submit only one Tender.
- 2.1.2 **The Bidder may be an Individual, or a company, or a partnership firm, or a JV of individual/companies/partnership firms. In case of JV, a Memorandum of Agreement (MoA) between the JV partners indicating proposed role of each partner to be submitted.**
- 2.1.3 The Bidder should submit a Power of Attorney as per the **Format II**, authorizing the signatory of the Tender to commit the Bidder. In case of a JV the other partner shall also execute the Power of Attorney in favour of Lead Partner as per **Format –III**
- 2.1.4 The format for Financial Tender should be furnished in the **Format - XIII**
- 2.1.5 The Tender and all communications in relation to or concerning the Tender Documents shall be in English language.

2.1.6 The Tender including this Tender Document and all attached documents are and shall remain the property of the Authority and are transferred to the Bidders solely for the purpose of preparation and the submission of a Tender in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Tender. The Authority will not return any Tender or any information provided along therewith.

2.1.7 This Tender Document is not transferable.

2.2 Validity of Tender

The Tender submitted by the Bidder shall be valid for **120 Days** from the date of submission of Tender.

2.3 Bid Security

2.3.1 **The Bidder shall furnish as part of its Tender, a EMD of Rs 7,50,000/- (Rupees Seven Lakhs Fifty Thousands only) in the form of a Demand draft issued by a Scheduled Bank in India, drawn in favour of the CEO, Naya Raipur Development Authority (NRDA), payable at Raipur (the "Demand Draft"). The EMD can also be in the form of Bank Guarantee issued by Nationalised banks or Scheduled Commercial Banks in the prescribed format. The Authority shall not be liable to pay any interest on the EMD so made and the same shall be interest free. Format of Bank Guarantee is provided in Format X.**

2.3.2 Any **Tender** not accompanied by the EMD shall be rejected by the Authority as non-responsive.

2.3.3 The EMD of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Tender of the successful Bidder/Contractor or when the Bidding process is cancelled by the Authority.

2.3.4 The Successful Bidder's EMD will be retained as a part of the **Security Deposit**.

2.3.5 The EMD shall be forfeited and appropriated by the Authority as 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 hereunder or otherwise, under the following conditions:

- a. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this Tender Document;
- b. If a Bidder withdraws its Tender during the period of Tender validity as specified in this Tender Document and as extended by the Bidder/Contractor from time to time;
- c. In the case of successful Bidder, if it fails within the specified time limit - to sign the Contract Agreement

2.3 Cost of Tender Document

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

2.4 Site visit and verification of information

2.4.1 Bidders are encouraged to submit their respective Tender after visiting the site and any other matter considered relevant by them.

2.4.2 It shall be deemed that by submitting a Tender, the Bidders has:

- a. made a complete and careful examination of the Tender Documents;
- b. received all relevant information requested from the Authority;
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Tender Documents or furnished by or on behalf of the Authority relating to any of the matters above;

- d. satisfied itself about all matters, things and information necessary and required for submitting an informed Tender, execution of the Project in accordance with the Tender Documents and performance of all of its obligations there under;
 - e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Tender Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract Agreement; and
 - f. Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.4.3 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to Tender Document, the Tender Documents or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.5 Right to accept and to reject any or all Tenders

- 2.5.1 Notwithstanding anything contained in this Tender Document, the Authority reserves the right to accept or reject any Tender or to annul the Selection Process and reject all Tenders at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.
- 2.5.2 The Authority reserves the right to reject any Tender if:
- a. At any time, a material misrepresentation is made or uncovered, 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 Tender.
 - c. Such misrepresentation/ improper response shall lead to the disqualification of the Tender.
- 2.5.3 In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, that one or more of the conditions have not been met by the Bidder or 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 Contractor either by issue of the LOA or entering into of the Contract Agreement, and if the Bidder has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender Document, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Contractor, as the case may be.
- 2.5.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender Document. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 2.5.5 The General Conditions of contract (Volume II) is provided by the Authority shall be deemed to be part of this Tender Document.

2.6 Clarifications

- 2.6.1 Bidders requiring any clarification on the Tender Document may notify the Authority in writing or by fax and e-mail to the address as mentioned in Clause 2.10.4. They should send in their queries before the date mentioned in the Data Sheet, the Authority shall endeavor to respond to the queries within the period specified therein. The responses will be sent by fax or e-mail to all the Bidders. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.6.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidder. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

- 2.6.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidder. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Tender Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.7 Amendment of Tender Document

- 2.7.1 At any time prior to the deadline for submission of Tenders, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Tender Document by the issuance of Addenda.
- 2.7.2 Any Addendum thus issued will be uploaded on NRDA website www.nayaraipur.gov.in.
- 2.7.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Tender Due Date.

2.8 Modification/ substitution/ withdrawal of Tenders

- 2.8.1 No Tender shall be modified, substituted, or withdrawn by the Bidder.

B. PREPARATION AND SUBMISSION OF TENDERS

2.9 Format and Signing of Tenders

- 2.9.1 The Bidder shall provide all the information sought under this Tender Document. The Authority will evaluate only those Tenders that are received in the required formats and complete in all respects.
- 2.9.2 The Tender shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Tender shall be initialed by the person(s) signing the Tender.

2.10 Sealing and Marking of Tender

- 2.10.1 **The Bidder shall submit the Tender in the format specified, and seal it in envelopes in the manner described hereunder.**
- 2.10.2 The documents accompanying the Tender shall be placed in separate envelopes and marked as indicated below. The Tender submission shall include:

Envelope 1: "Key Submissions"

- a. Letter of Tender in the prescribed **Format - I**
- b. An Undertaking in the prescribed **Format - XI**
- c. Power of Attorney for signing of Tender in the prescribed **Format – II and Format - III**
- d. A copy of the General conditions of contract with each page initialed by the person signing the Tender in pursuance of the Power of Attorney referred to in Clause (c) hereinabove.
- e. **A MOA (Memorandum of Agreement) in case of Joint venture.**
- f. It is accompanied by cost of the tender document of Rs. 5,000 in the form of DD favoring 'CEO, NRDA' payable at Raipur and EMD of Rs. 7.5 Lacs in the form of BG (Format X) or DD.

Envelope 2: "Technical Tender"

- a. Technical Tender as per **Formats IV, IV A, V, VI, VII, VIII, IX, XII, XII A.**
- b. **In Addition to signing complete Tender Document the bidder needs to separately sign and submit each page of section II of the Tender Document.**
- c. **It shall also contain all the documents required in support of the information given under various formats as above as well as that mentioned elsewhere in the Tender Document.**

Envelope 3: "Financial Tender"

- a. **Tender** consisting of the Bidders' financial offer for the Project in the format set out in **Format -XIII** of this document.
 - b. The financial Tender shall be inclusive of all out of pocket expenses incurred by the Bidder towards Local site office, site visits, travel, documentation and communication, taxes (excluding service tax which shall be reimbursed separately), import duty, royalties, fees, charges including the Contract tax as applicable except those as prescribed in this Tender Document.
- 2.10.3 The Bidders shall also submit true copies of all the documents (comprising Key Submissions and technical Tender) accompanying the Tender, as specified and also in soft version in CD Rom. The CD shall be placed in a separate sealed envelope marked as "Copy of Documents".

The three envelopes specified in Clauses 2.10.2 shall be placed in an outer envelope, which shall be sealed. Each of the three envelopes shall clearly bear the following identification: **"Tender for Design, Supply, Installation and Commissioning of Multimedia Laser and Video Show on Water Screen with musical dancing fountain with light and sound and its Operation & Maintenance for 5 Years, at Rajdhani (Rakhi) Lake, Sector 19, Naya Raipur, Chhattisgarh, India"** ("the Project") and shall clearly indicate the name and address of the Bidder. In addition, the Tender Due Date should be indicated on the right hand top corner of each of the envelopes.

- 2.10.4 Each of the envelopes shall be addressed to:

ATTN. OF: The Chief Executive Officer (CEO)
Naya Raipur Development Authority
1st Floor, Utility Block, Near Mantralaya,
Capital Complex, Sector-19, Naya Raipur - 492002, Chhattisgarh
Tel No: + 91 771 2511500
Fax No.: +91 771 2511400

- 2.10.5 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Tender submitted.
- 2.10.6 Tenders submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.11 Tender Due Date

- 2.11.1 Tender should be submitted on or before the Tender Due Date and time at the address provided in and as detailed in this Tender Document.
- 2.11.2 **The Authority may, in its sole discretion, extend the Tender Due Date by issuing an Addendum uniformly for all Bidders.**

2.12 Late Tenders

Tenders received by the Authority after the specified time on the Tender Due Date shall not be eligible for consideration and shall be summarily rejected.

2.13 Rejection of Tenders

- 2.13.1 The Authority reserves the right to accept or reject all or any of the Tenders without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Tender or to give any reasons for their decision.
- 2.13.2 The Authority reserves the right not to proceed with the **Selection** Process at any time, without notice or liability, and to reject any Tender without assigning any reasons.

2.14 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the

Tenders 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 or matters arising out of, or concerning the Selection Process. The Authority will treat all information, submitted as part of the **Tender**, in confidence and will 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 is to enforce or assert any right or privilege of the statutory entity and/ or the Authority.

2.15 Correspondence with the Bidder

The Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Tender.

3. EVALUATION OF TENDERS & ELIGIBILITY CRITERIA

3.1 Opening of Tenders:-

- a. The Outer **Envelope and Envelope 1 & 2** shall be opened by the Authorised representative of NRDA at the specified date and time, at the place specified and in the presence of the Bidder who choose to attend.
- b. The Authority will subsequently examine and evaluate the Tenders in accordance with the provisions set out hereunder.
- c. To facilitate evaluation of **Tenders**, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its **Tender**.

3.2 Tests of responsiveness

The Authority shall determine whether each Tender is responsive to the requirements of the Tender Document. A Tender shall be considered responsive only if:

- a. It is received in format as prescribed in the Tender Document.
- b. It is received before the Tender Due Date and time including any extension thereof
- c. It is signed, sealed, in spiral bound booklet and marked as stipulated.
- d. It is accompanied with the Undertaking as specified in **Format -X**.
- e. It is accompanied with the Power(s) of Attorney as specified in Clauses 2.10.2, if applicable.
- f. it contains all the information (complete in all respects) as requested in this Tender Document and / or Tender Documents (in formats same as those specified);
- g. It does not contain any condition or qualification; and
- h. It is not non-responsive in terms hereof.
- i. **It is accompanied by cost of the tender document of Rs. 5000 in the form of DD favoring 'CEO, NRDA' payable at Raipur and EMD of Rs. 7.5 Lacs in the form of BG (Format X) or DD.**

Satisfying the Test of Responsiveness is mandatory for Bidders to be selected for next stage of evaluation. If any material deviation is found in the formats then it will be judged as non-responsive.

3.3 Eligibility Criteria

The bidder must qualify the following eligibility criteria. In case of a Joint Venture (JV) refer clause 3.3.4 for additional qualification criteria.

- a. The Bidder / Lead Partner of the JV should be an individual/Organization/Partnership Firm incorporated in India.
- b. The Bidder shall be ineligible to submit a Tender, if the organization or in case of a Joint Venture, any of its constituents has been barred or blacklisted by any Central and/or State Government in India.

- c. Persons who are individually or institutionally in any manner involved with the selection/ screening process of the EOI /Tender Document and employees of NRDA / Naya Raipur Development Authority (NRDA), Raipur shall not be eligible for applying.

3.3.1 Financial Criteria

- a) The Bidder should have a net worth of minimum INR 3,00,00,000 (Rupees Three Crore only) as per the audited annual report and balance sheet statements for Financial year 2014-15.

AND

- b) The Bidder should have an annual average turnover of minimum INR 10,00,00,000 (Rupees Ten Crores only) in the last three years (Financial Year 2012-13, 2013-14, 2014-15) as per audited annual report and balance sheet statements and certified by the Statutory Auditor.

Note: Net worth shall mean (subscribed and paid up equity + reserves) less (revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders)

3.3.2 Technical Criteria:

- a) The Bidder should have successfully completed a work of supply, installation and commissioning of permanent attraction or temporary installations consisting of water fountain with synchronized dancing water effects with jets, seamlessly integrated with beam projector and video projection on aqua screen **of size not less 9m (height) x 27m (width) with fountain of minimum 40 m length in India or abroad during last 7 years (FY 2008-09, 2009-10, 2010-11, 2011-12, 2012-13, 2013-14, 2014-15)**. The project shall be presently operational.

AND

- b) The Bidder should have completed Operation and Maintenance, for at least 2 consecutive years, one project as permanent attraction with musical fountain and multimedia laser show on water screen with a show time of at least 10 minutes every day in India or abroad during last 5 years **(FY 2010-11, 2011-12, 2012-13, 2013-14, 2014-15)**. Ongoing O & M projects which are running for more than two year shall also be considered.

AND

- c) The Bidder should have the experience of developing or producing at least 2 mixed media contents with sound, light and / or video scaping in India or abroad during the last 3 years.

3.3.3 In case of Joint Venture (JV), the Bidder shall satisfy following criteria besides meeting above mentioned criteria:

- i. Net worth criteria shall be entirely met by the lead partner.
- ii. At least 60% of the turnover shall be met by the lead partner and at least 25% of the turnover criteria shall have to be met by each of the other JV partners.
- iii. None of the partner of a given JV can be a partner of another JV for submitting the bid. Otherwise all the bids comprising the same member shall stand disqualified.
- iv. The bid shall be signed so as to be legally binding by all partners of the JV.
- v. Lead Partner shall be an Individual /Organization/Partnership Firm incorporated in India.
- vi. **The total number of partner should not be more than three. At least one partner shall be in the business of Musical Fountain since minimum period of 5 years and the other partners in the JV shall have experience in their respective field as per the Memorandum of Agreement (MoA).**
- vii. The partner or combination of partners that is responsible for a specific component of the project as per the Memorandum of Agreement (MoA) must meet the relevant minimum qualification criteria for that component of the Technical Eligibility criteria.

- viii. Lead partner shall be nominated as being in-charge, and this nomination shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners of the JV.
- ix. All the partners of the JV shall be jointly and severally liable for the execution of the Project in accordance with the Contract terms, and a statement to this effect shall be included in the authorization in the power of attorney in the bid as well as in the Contract.
- x. The lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the JV, and the entire execution of the Contract, including payment, shall be done exclusively with the lead partner.
- xi. The Bidder must submit Memorandum of Agreement (MoA) clearly specifying the roles and responsibilities of each partner and should also nominate the Lead Partner who satisfies the criteria for Lead Partner specified in this Tender Document.
- xii. No change in the JV shall be allowed throughout the contract period.
- xiii. The lead partner, collectively on behalf of the JV shall be responsible for successful completion of the contract.
- xiv. In case any partner of the JV (other than Lead Partner) is an entity from outside India then the certificates shall be in English duly notarized. Translated copy shall also be notarized.
- xv. For the purpose of financial eligibility criteria the Conversion of US dollar to rupee the conversion rate shall be 1 USD = INR 60. For any other currency, it should be first converted to US dollar at the rate published by International Monetary fund on 31 March 2015.

3.3.4 Bidders to submit following supporting Documents:

- a) Duly notarized Certificate of Registration of Company or partnership firm as the case may be.
- b) Memorandum and Article of Association or Partnership deed as the case may be.
- c) In case of JV, original copy of MoA among partners.
- d) In case of JV, each member should submit the documents required as per the eligibility criteria.
- e) Net worth Certificate and Turnover Certificate from Statutory Auditor/Chartered Accountant as per Format VI & VII.
- f) Duly Notarised Project Completion Certificate(s) from client for eligible completed projects mentioned in Clause 3.3.2 (a). For the mixed media content development criteria, certificate containing duration, date and time of show from the concerned personnel shall be submitted.
- g) Copy of Operation and Maintenance Contract of the eligible project mentioned in Clause 3.3.2 (b) and Certificates from clients for completing two years of O & M. Certificate from client that the project is successfully running during O & M period. For completed O & M contract, certificate from client that the project was successfully running during O & M contract.
- h) A copy of the video CD/DVD for demonstrating relevant products with respect to Tender.
- i) Approved make of materials and specifications are mentioned in Section II of this Tender Document. The bidders will have to provide components/equipment in strict compliance with the manufacturer/makes/brand, list of which is provided in the specification in Section II of this Tender Document (**Format XII-A, specifying the details of hardware considered as a part of the quote shall be submitted including the specification and make by the bidder. This shall also include the ancillary items not given in the Tender Document but is required for the commissioning. Note: The tender shall be not considered without the above details**). In addition to signing complete Tender Document, the bidders needs to provide unconditional acceptance of this by separately signing and submitting each page of the specification as a token of acceptance. The technical Tender as per Clause 3.4 shall be part of contract document.
- j) In addition to the other documents specified in this Tender Document, bidder or Lead Partner of the JV shall submit the following documents:
 - i. Copy of PAN certificate
 - ii. Copies of VAT/CST Registration Certificates

3.3.5 Evaluation Criteria:

The Criteria for evaluating the Technical Bids would be as follows.

S. No	Description	Marks	Criteria
1	Average Annual Turnover of not less than INR 10,00,00,000 (Rupees Ten Crore only) in the last three years (2012-13, 2013-14, 2014-15)	5	<ul style="list-style-type: none"> • INR 10 Crore to INR 12 Crore = 3 marks • More than INR 12 Crore to INR 17 Crore = 4 marks • More than INR 17 Crore = 5 marks
2	Should have a Net worth of minimum INR 3,00,00,000 (Rupees Three Crore only) as per the audited annual report and balance sheet statements for Financial year 2014-15.	5	<ul style="list-style-type: none"> • INR 3 Crore to INR 5 Crore = 3 mark • Between INR 5 Crore to INR 8 Crore = 4 mark • More than INR 8 Crores = 5 mark
3	Supply, installation and commissioning of permanent attraction or temporary installations consisting of water fountain with synchronized dancing water effects with jets, seamlessly integrated with beam projector and video projection on aqua screen of size not less 9m (height) x 27m (width) with fountain of minimum 40 m length in India or abroad in last 7 years. (F.Y 2008-09, 2009-10, 2010-11, 2011-12, 2012-13, 2013-14,2014-15)	25	<ul style="list-style-type: none"> • <=2 projects = 10 marks • 3 projects = 15 marks • 4 projects = 20 marks • 5 or more projects = 25 marks
4	Operation and Maintenance of one project for at least 2 consecutive years during last 5 years (F.Y 2010-11, 2011-12, 2012-13, 2013-14,2014-15) Only one project among the list of eligible project will be chosen for this.	20	<ul style="list-style-type: none"> • O&M for 2 consecutive years = 10 marks • More than 2 but less than 4 consecutive years = 15 marks • 4 or more consecutive years = 20 marks
5	Experience of developing or producing at least 2 mixed media contents with sound, light and / or video scaping during the last 3 years.	20	<ul style="list-style-type: none"> • 2 projects = 10 marks • 3 projects = 15 marks • 4 or more projects = 20 marks
6	Presentation to NRDA on approach & methodology, proposed design and showcasing past experience on similar project	25	<p>Scores will be given by an internal committee appointed by NRDA on following parameters</p> <ul style="list-style-type: none"> • Understanding of the project – 5 marks • Concept design – 10 marks • Videos or images showcasing past experience – 10 marks

3.4 Technical Tender**3.4.1 Contents of Technical Tender****I. Approach and Methodology**

The Bidder must submit the detailed approach and methodology which shall include the Understanding of the project, Approach as well as methodology and the design on the basis of requirement given in this Tender Document.

II. Project Design

The Bidder shall submit the complete drawings in A3 size of the project including but not limited to fountain design, electrical layout, plumbing layout, location of floating projector. In addition to the above the Project design shall comprise, including but not limited to, the following:

Length of Fountain and type of formation
Number of Nozzles
Number of LED lights

Number and type of effects proposed with pictures
Make proposed for all the major elements including but not limited to nozzles, pumps, projectors, laser beam, sound system ,LED lights, control software etc.

III. Work Schedule

The total time frame for completion of the project including successful commissioning is 145 days from the date of execution of contract agreement. The Bidder shall submit the fortnightly schedule of the project right from the date of execution of contract agreement till the successful commissioning of the project. This work schedule shall be the draft milestones to be achieved for the project. The successful bidder has to submit its detailed plan, to the satisfaction of NRDA, for implementation and commissioning of the project before the execution of contract agreement.

IV. Details of Proposed Equipment:

(Format XII-A, specifying the details of hardware considered as a part of the quote shall be submitted including the specification and make by the bidder. This shall also include the ancillary items not given in the Tender Document but is required for the commissioning, Note : The tender shall be not considered without the above details).

The Technical Tender shall not include any Financial Tender details.

3.5 Selection Process

- a. **The Bidders meeting the criteria set out in Clause 3.2 shall be declared as the Responsive Tenders. The Bidders not meeting the criteria set out in Clause 3.2 shall be declared as Non Responsive Tenders.**
- b. As part of the evaluation, the Submission shall be checked for responsiveness and only those Tenders which are found to be responsive would be further evaluated in accordance with the criteria set out in this Tender Document.
- c. Those who qualify the eligibility criteria as per Clause 3.3 shall be evaluated further as per the evaluation criteria mentioned in Clause 3.3.5.
- d. Only those bidders who score at least 50 marks in criteria 1 to 5 of table in Clause 3.3.5 will be invited for making presentation to the committee appointed by NRDA.
- e. As part of the presentation such invited bidders shall present their understanding of the project, the concept design and video or images of their past experiences. **The details proposed in the presentation shall form the part of contract document.**
- f. The committee shall assign score to each bidder based on the presentation. This score shall be added to the pervious score (on criteria 1 to 5 of table in Clause 3.3.5) of each presenting bidder to arrive at final score for each bidder.
- g. Bidders whose final score is at least 70 marks shall qualify for the financial bid opening.
- h. **NRDA reserves the right to change the technical specification required for the Project based on the technical presentation made by the bidders. In this case, a new financial Tender may be called for from the selected bidders only based on the new specifications.**
- i. **The Bidder whose financial bid is lowest (L1) shall be selected as preferred bidder.**
- j. NRDA reserves the right to reject any Tender, if:
 - i. At any time, a material misrepresentation is made or discovered; or
 - ii. The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Tender.
- k. Notwithstanding anything contained in this Tender Document, NRDA reserves the right to accept or reject any Tender, or to annul the Selection process or reject all Tenders, at any time without any liability or any obligation for such rejection or annulment.

3.5.1 Award of Contract

1. In the event of acceptance of the Tender of the short listed Bidder with or without negotiations, NRDA shall declare the Bidder as the Successful Bidder. NRDA will notify the Successful Bidder through a Letter of Acceptance (LoA) that its Tender has been accepted.
2. The Successful Bidder shall submit performance guarantee of 5% of contract amount in the form of Bank Guarantee in prescribed format for the period up to completion of contract period and execution the Contract Agreement within 15 days of the issue of LOA or within such further time as NRDA may agree to in its sole discretion. Failure of the Successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment / withdrawal of the LOA. In such an event, NRDA reserves the right to:
 - a. Either invite the next best Bidder for negotiations; or
 - b. Take any such measures as may be deemed fit in the sole discretion of NRDA, including annulment of the Selection process and forfeiture of EMD.

3.6 Contacts during Tender Evaluation

Tenders shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Tenders are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Tenders under consideration.

3.7 Miscellaneous

The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chhattisgarh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Selection Process.

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 Tender; 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.

It shall be deemed that by submitting the Tender, the Bidder agrees and releases the Authority, its employees, agents and advisers, 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.

SECTION – II

TERMS OF REFERENCE (TOR)

The bid is invited to include all the activities from concept to commissioning and O&M thereafter as the terms mentioned in this Tender Document. The details given in this section are minimum needed to commission the project. However, since the concept shall have to be finalized and designing will be in the scope of contractor, any excess quantum of equipment / machinery / software / hardware components that are required for the successful commissioning of the project shall deemed to have been included in the scope of work and nothing extra shall be payable above the quoted price.

Time for successful commissioning of the project is 145 days from the date of execution of the contract agreement. The Financial bid should be in strict compliance to following specifications:

1. Water Installation Basic Requirement:

The fountain system shall be produced out of stainless steel. Also pumps, stands or other metal parts within the structure have to be made of stainless steel. Nozzles can be made of either stainless steel or brass.

The system shall work with a flexible set up. We require submersible pumps which have to be fully controllable. All frequency controllers need to provide the required safety for the usage of electricity inside water as per best practices and standards.

2. Component wise requirements, specifications, makes and/or brands:

S. No.	Component Name	Required Specification	Make / Brand
1	360° / 180° moving fountain	a) Maintenance free system without belts and automatic positioning for vertical position b) Fast and wide range to offer a wide range of effects c) Set up within the show line instead of static fountain d) Minimum height of water - 16m; 4 nos. Nozzle of a minimum inner diameter of 13mm e) Pumps of required type and capacity to achieve desired effect	a) Pumps / Pipes - Stainless steel; all technology sealed in an oil bath / submersible pumps b) Nozzle - Stainless steel / Brass
2	Frequency controlled water jets 0-20m	a) Minimum height of water - 18m; 36 nos. Nozzle of a minimum inner diameter of 13mm b) 60 m line - every 1.5 m one pump including 3 kW submersible pump with min pump pressure 7.0 bar and min transport volume 17m ³ /h c) 36 nos. 3 kW EMC interference proof digital sinus converter which gives pure sine wave motor current and voltage	a) Pumps - Stainless steel; all technology sealed in an oil bath / submersible pumps b) Metals for the water fountain - high quality nylon or HDPE/Stainless steel/brass
3	Frequency controlled water cannon 0-35m	a) Minimum height of water - 30m; 2 nos. Nozzle of a minimum inner diameter of 17mm b) 60 m line – 2 Nos. 8 kW submersible pump with min pump	a) Pumps - Stainless steel; all technology sealed in an oil bath / submersible pumps b) Metals for the water fountain - high quality

S. No.	Component Name	Required Specification	Make / Brand
		<p>pressure 9.0 bar and min transport volume 38m³/h</p> <p>c) 2 Nos. 8 kW EMC interference proof digital sinus converter which gives pure sine wave motor current and voltage</p> <p>Solenoid valves could also be used.</p>	nylon or HDPE/Stainless steel/brass
4	Water Screen approx. 18 m high 54 m wide	<p>a) 6" screen nozzle extreme polished high finish surface for best laminar flow</p> <p>b) Min water transport volume for water screen 490m³/h</p> <p>c) Total capacity of pumps - 90 kW; Bidders may choose any combination of pumps to achieve the desired effect</p>	a) Pumps - Stainless steel; all technology sealed in an oil bath / submersible pumps
5	Giant Geyser	<p>a) Min height 55m - Using the pumps of the water screen</p> <p>b) Water pressure distributor with 1 special valve</p> <p>c) Min 45mm special brass hollow nozzle</p>	Special Nozzle - Brass
6	Water/haze fog system / Oil Hazer	<p>a) 3 nos. Water fog nozzles including pumps to create real fog</p> <p>b) 3 kW pump with digital switches on/off</p>	<p>a) Water fog nozzle – Stainless Steel / Brass</p> <p>b) Pump – Stainless Steel</p>
7	LED lights	<p>a) 44 nos. LED lights - RGBW 180W high punch light systems (light effects or luminosity should reach to top of each water effect)</p> <p>b) Under water light - water proof (IP68)</p> <p>c) Separated power supply pack outside the water</p> <p>d) 60 m cables per 6-bar unit</p> <p>e) Light panels IP 65</p>	
8	Floating Structure	Required number of HDPE modular floating system color grey or black floating units including accessories	HDPE
9	Show control system	<p>a) 1 no. Auto run ability show control system</p> <p>b) Fibre glass connection between controls and systems with back up connection</p> <p>c) High Performance Gigabit/Fiber Optic Ethernet Switch (managed), 8-port Gigabit Network/ 2-port along with compatible fiber and cable drum</p> <p>d) Audio Source min quality 44.1kHz stereo WAF format; digital audio player with SMPTE 25f/s TC interface</p>	<p>a) Show Control System: High End Systems, Hedge Hog 4X, 8 Universes (2x DMX/ 6x ArtNet sACN E1.3.1), 12,1" Full-Color Touchscreen, 10 Playback Faders, Internal Solid State or Grand MA product with similar or better specification than High End Systems, Hedge Hog 4X or Avolite/ Watchout / Coolux / ShowCAD Artist</p> <p>b) Fiber System: Rock Solid Technologies, RockLink, Fiberfox® EBC 1502 or better brand product with equivalent specifications</p>

S. No.	Component Name	Required Specification	Make / Brand
10	Audience + FOH effect lights	a) LED Pars: 100 nos. RGB W/ 54/10 /12 channel/IP 65 (water proof) b) B330 moving head: 24 nos. 30 channel/32 gobo/3 zoom/IP 65 c) Lighting control boards: 4064 channel/digital/programmable/8 usb d) Aluminium Truss	a) LED Pars: Acme or Silverstar or Flash/DTS/LBT/Anolis/Wibre b) Moving Head: Silverstar/Numedia/NJR/DTS/ Flash / Robe / LBT / Anolis / Wibre c) Lighting control boards: avolite Pearl 2015 / ShowCAD Artist
11	Intelligent light	6 nos. 850 W RGBY LED moving head with 8-40° zoom, 2 gobo wheels and 17,000 Lumen (IP 65)	SGM / LBT / Martin / PR Lighting
12	Audio for FOH	a) Injection molded speaker cabinets, with IP 65 rating (outdoor use) with multi-tap voltage transformer b) 20 nos. Power 300 W/Driver dispersion 90x90 degrees c) 12 nos. 500 watt amplifiers d) 1 no. 32 channel mixer e) Racks and Stands f) 2 nos. Cordless Mikes g) 2 nos. Handheld Mikes h) 2 nos. CD Player i) 1 no. DAC j) 1 no. Media Player k) 1 no. Snake l) 1 no. Delay	a) Speakers - JBL/ Bosch (EV) / Tannoy / EAW / Martin b) Amplifiers - Crown / Powersoft / JBL / Lab Gruppen / MC2 c) Channel Mixer i. Manual - Allen & Heath / Mackie / Soundcraft / Yamaha ii. Automatic – BIAMP / ClearOne / Polycom d) Cordless Mikes - UHF- Shure/ Sennheiser / BayerDynamic e) Handheld Mikes - Shure/Sennheiser f) DAC – Denon / Yamaha / Pioneer
13	Laser System	a) 1 no. 20W RGB solid State white light system - Cambridge scanner system; min scan speed 35 kpps; mechanical beam safety device; ILDA and Ethernet CAT 5 compatible; Max angles 80°; Max beam diameter 5mm or less b) Show control system	a) 20W RGB solid State white light system - Laser Animation/Kvant / Laser World/ Tarm/ HB Laser b) Show Control System – DSP Laser Animation Show Control or Pangolin
14	Projection System	a) 2 Nos. Projector with brightness 20,000 ANSI Lumen (20,000 center Lumen) b) 2 Nos. Original Lenses c) Flying frame for stacking d) 1 No. Media server with HD for various high resolution media contents with network ability	a) Projector - Christie/Barco 20000 lumens high resolution b) Original Lens - Christie/Barco
15	DG Set	DG set of required power or capacity to smoothly operate and run the project as power backup	Jackson / Cummins / Kirloskar / Caterpillar / Sterling Wilson

Note:

1. Electrical Network System shall be approved from NRDA before procurement and installation.
2. Electrical fixtures that would be subjected regularly to water: IP68 and Others electrical fixtures: IP65; Cables to be used under water shall be submersible type.

3. Bidder shall provide OEM authorization in the form of comfort letter from OEM for providing its spares and services to the successful bidder.
4. Civil works for view gallery shall be in scope of NRDA.
5. Civil works, furniture, Air Condition, or any other equipment / machinery shall be in scope of the contractor.

3. Other Requirements:

- i. Overall span of the water features i.e. The width across the water effects in front of the audience, measured from outer edges of water effects shall be 80 meter
- ii. The water patterns should be synchronized in such a manner that it should blend the events and indeed, amplify it. The patterns should be a harmony of music, water and lights.
- iii. The show should comprise of water effects which are switched on and off in a split second. The water effects appear to travel all over – all lit in a multiplicity of beautiful colors. The features should comprise of a computerized control system – software specifically written for controlling and synchronizing the water features.
- iv. The floating synchronized dancing water features should comprise of fast high speed acting jets which can form a high definition screen.
- v. Water effects: Minimum of 25 unique patterns and minimum of 300 effects. Selected bidder would have the flexibility to choose any effect of his choice provided that it is approved by NRDA. The proposed effects shall be made part of the presentation to be submitted and presented to NRDA as part of tender evaluation.
- vi. Show control system: Bidders are not just to deliver an engineering project but to have a demonstrated ability to integrate engineering with a creative and artistic process to produce a complete show/spectacle. The Show Control System should be an easy to use, versatile programme running on a dedicated computer which enables complex multimedia shows to be organized and run automatically. The system should control water effects, projectors, and stream music and voiceover. Complex and spectacular shows should be easy to assemble, edit and run with exceptional ease of use. The system shall have the following unique features such that:
 - Programming of the water features can be done at site by Bidder/Contractor's personnel.
 - Fine tuning can be done at site and to meet specific requirements.
 - Programming can be done online – implementing a command on screen will bring up the effect on the fountain.
 - Programming is faster and more accurate.
- vii. Content Production: Contents shall be as per the concept with consultation of NRDA.
 - a. Production different subject based mixed media content with light, sound & laser of duration of minimum 25 minutes each using the laser beam animation, fountain formations and video projection system with available library production and approved script by NRDA
 - b. All scripts and shows must get approval from NRDA and any modifications/alterations suggested by NRDA should be suitably modified and altered to the satisfaction of NRDA
 - c. New mixed media content needs to be developed and played every three months during the operation period
 - d. The content must be innovative and world-class
 - e. The contractor shall be ready with and get at least 3 different contents approved before commissioning of the project
 - f. In total, maximum 20 contents shall be developed during the contract period Maximum 20 (1 every quarter during 5 years O&M period; 3 to be delivered at the time of commissioning).
 - g. NRDA may provide the Contractor with their own contents in any playable format. In such case, it shall be the responsibility of the Contractor to render the content in a format required for the project. The contractor shall bear any costs associated with such rendering.
 - h. After the show is soft commissioned, the same will be reviewed by NRDA. Suggestion in the concept/integration, voice, etc. received from NRDA same need to be incorporated before the show is finally commissioned.

- i. Royalties and rights of contents will remain with NRDA. The selected bidder shall have no claims, whatsoever, on the content.
- viii. Viewers Gallery, Control Room
 - a. Layout and plans of viewer's gallery and control room should be submitted by bidder along with the tender
 - b. The cost of all the civil works for viewer's gallery will be in scope of NRDA.
 - c. The selected bidder / contractor shall bear the cost of civil works, furniture, Air Condition or any other equipment or machinery that shall be used in the control room.
- ix. Water and filtration
The Bidder/ Contractor shall use the water from the lake of the proposed project. The Bidder/Contractor shall make necessary arrangement for filtration such that the debris should not accumulate in the system affecting the head pressure, flow characteristics and in turn affecting the fountain effects.

4. Operation and Maintenance

- a. The Operation and Maintenance shall be comprehensive in nature.
- b. Operation and Maintenance period shall be for 5 years after successful commissioning of the project.
- c. All the spares required for smooth functioning of the project should be in stock with the contractor.
- d. Cost of maintenance of the system during operation & maintenance period of 5 years includes replacement /repair of defective components and fittings, controllers, power cables and any other component of the system. This also includes cost of manpower deployed for proper operation and maintenance and security arrangements during construction, installation, operation & maintenance throughout contract period. No extra Payment shall be made for any such replacement / repair works during this period.
- e. Contractor should keep sufficient staff for smooth functioning and O&M for the project.
- f. Contractor would be required to establish an office in Naya Raipur throughout the contract period including O&M period.
- g. During the O&M period the contractor should provide training for O&M of the project to the staff designated by NRDA.
- h. Contractor shall also be required to provide the O&M manual to NRDA within 30 days from the successful commissioning of the project. The O&M manual should be exhaustive in nature such that it gives complete details of Operation & Maintenance including but not limited to possible fault identification and its rectification process.
- i. On completion of O&M period, contractor has to assure NRDA that the project is in working condition as it was on the day of successful commissioning.
- j. On expiry of O & M period, NRDA may further extend the O & M period for the time and cost mutually agreed by both the parties.
- k. The facility shall run regularly without any failure every day as per the fixed schedule.
- l. Total duration of each show (combination of lights, fountain, music, laser and video) should be at least 25 minutes and at max 30 minutes and video part should be at least 10 minutes
- m. The show will be closed for one day every week such day shall be decided by NRDA.
- n. The facility shall run unhindered and all the arrangement for preventive maintenance shall be done by the Bidder throughout the O & M Period.
- o. The Maximum breakdown time allowed shall be in one day one occasion with maximum of six such occasions in a year, in case breakdown is needed for preventive maintenance, the same shall be planed either during the day when the facility will be closed or during six occasions as mentioned in this clause.
- p. During course of comprehensive Operation & Maintenance, if contractor fails in attending the defects in the systems within 48 hours, then in such case, for a delay of each day

beyond 24 hours an amount equivalent to one day of O & M payment shall be deducted from the quarterly O & M payment on proportionate basis.

- q. The contractor shall ascertain energy efficiency & economy; all the equipment shall be energy efficient and ECBC compliant; a yearly audit in this regard should be conducted by an accredited firm by the contractor and approval to be sought from NRDA before raising request for release of last quarter of yearly O&M payment.
- r. In case of non-operation/malfunctioning (non-operation means: complete non-functioning of laser system, or video projection system, or music & lights system, or more than 20% non-functioning of fountain system) of the facility for a period beyond the time as specified in point (p) above, the Bidder shall be levied a penal charge equal to Rupees 20,000 per day for such non operation/ malfunction subjected to a maximum seven consecutive days. In addition to the above charges, in case the facility does not function for seven consecutive days, one time penal charges of Rs. 500,000 (Rupees Five Lakh) shall be levied on the Bidder/Contractor. Also, NRDA shall be at the liberty to get the rectification done at the cost of the Bidder. Any such expenses made by NRDA shall be recovered from the dues out standing with NRDA or from the performance guarantee from the Bidder /Contractor.
- s. Bidder/Contractor has to follow all the standards of safety and security as per standard India/International codes at all stages of construction, operation and maintenance.
- t. It shall be the responsibility of the Contractor to ensure that required head pressure and flow characteristics are maintained at every point of the project throughout the O&M period either using a dedicated filtration system or any other system. NRDA shall not provide any filtration system for the project.

5. Ticketing

May be decided by NRDA at later stage and hence shall be out of scope of Bidder/ Contractor. NRDA shall have exclusive rights over any revenue generated from the project such as ticketing, advertisement, or any other monetization model.

6. Work Schedule

The total time frame for completion of the project including successful commissioning is 145 days from the date of execution of contract agreement. The Bidder shall submit the fortnightly schedule of the project right from the date of execution of contract agreement till the successful commissioning of the project. This work schedule shall be the draft milestones to be achieved for the project. The successful bidder has to submit its detailed plan, to the satisfaction of NRDA, for implementation and commissioning of the project before the execution of contract agreement.

7. Insurance

The complete project shall be insured by the contractor at its own cost in the name of NRDA throughout the contract period.

8. Warranty of all Equipment

Warranty of all equipment should be in favor of NRDA.

9. Facilities to be provided by NRDA

- a. Electricity connection and supply shall be provided by NRDA till the battery limit of the project premises. Contractor shall specify its electricity requirement to NRDA. All internal connections shall be installed by the contractor.
- b. Water supply shall be provided at one point inside the project premises. Contractor shall specify its annual water demand to NRDA. All internal water connections shall be installed by the Contractor.

10. Penalty due to delay in project commissioning

- i. The project shall be successfully commissioned within 145 days.
- ii. Extension of time shall be granted by CEO, Naya Raipur.
- iii. In case of delay in commissioning of the project the suitable levy as decided by CEO, NRDA shall be imposed. Provided that the total amount of penalty to be paid under provision of this clause shall not exceed 5% of contract value of the work. Thereafter NRDA reserves the right to forfeit the performance guarantee and execute the work through an alternate means as deemed fit by NRDA get the work done through other agency at the cost of Contractor.

11. Approvals

All the approvals required for successful commissioning of the projects shall be the responsibility of the selected Bidder. NRDA may assist the selected Bidder in obtaining necessary approvals.

Approval on design and commissioning shall be obtained from the Authority. The Authority may appoint a third party for verification.

12. Civil Works

All civil works required for successful commissioning and operation of the project shall be in the scope of work of bidder / contractor. However, the viewing gallery shall not be in the scope of bidder / contractor.

SECTION – III

A. STAGES OF PAYMENT

Payment schedule during constructions, installation, completion and operation & maintenance of the project shall be as under:

Stage	Particulars	% of Contract Price (Including O&M)	Cumulative Payment	Conditions to be fulfilled						
1.	Mobilization Advance.	10%		Bank Guarantee from a schedule Bank to the extent of mobilization Advance to be paid.						
2.	On Design, Supply, Installation, testing & commissioning of the Computerized programmed musical dancing fountain GRID consisting of pressure manifold, fountain frame grid, connecting feeder pipes, pumps for the required fountain and water screen, dynamic and static fountain nozzles spanning 80 meter, solenoid valve all complete as per required specifications and make such that the overall span of the water features i.e the width across the water effects in front of the audience, measured from outer edges of water effects shall be between 80 meter. Supply, installation and commissioning of centre fed water screen using high pressure nozzle and suitable high capacity pump to provide a screen of size of 18m (H) x 54m (W) to enable projections of laser images, video movies, video stills and special effects, complete with all accessories, submersible pumps, plumbing lines, electrical accessories all complete as per requirement.	<u>25%</u>	<u>25%</u>							
3	On Supply, installation and commissioning of Laser system of required specifications and make, Video Projector system with not less than 30000 lumens, total light output of specified make, all complete as per requirement.	10%	35%							
4	On completion of all balance work and successful commissioning of the project in totality, complete as per required specifications and make. Balance of shall mean all balance work required for successful commissioning of project and such balance of work shall include but not limited to LED fountain lighting, Sound system, electrical Panel, DG Set, show controller system including software, all cabling, wiring all complete as per the required specifications and make.	15%	50%							
5	Mixed Media Content Development (Time coded light, sound and video scaping synchronized with the fountain system): Maximum 20 (1 every quarter during 5 years O&M period; 3 to be delivered at the time of commissioning)	25%	75%							
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">S. No.</th> <th style="text-align: center;">Milestone</th> <th style="text-align: center;">% of Mile Fee</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>1st Draft of content script and approval by NRDA</td> <td style="text-align: center;">5%</td> </tr> </tbody> </table>	S. No.	Milestone	% of Mile Fee	1	1 st Draft of content script and approval by NRDA	5%			
S. No.	Milestone	% of Mile Fee								
1	1 st Draft of content script and approval by NRDA	5%								

Stage	Particulars			% of Contract Price (Including O&M)	Cumulative Payment	Conditions to be fulfilled
	2	Final submission of content script	10%			
	3	Submission and approval of raw footage of the content	20%			
	4	Submission and approval on final content	25%			
	5	Commissioning	40%			
6.	During first year of Operation and Maintenance			4%	79%	Shall be paid in First year of O & M in equal Quarterly installment after the date of successful commissioning
7.	During Second year of Operation and Maintenance			4%	83%	Shall be paid in Second year of O & M in equal Quarterly installment.
8.	During Third year of Operation and Maintenance			5%	88%	Shall be paid in Third year of O & M in equal Quarterly installment.
9.	During Fourth year of Operation and Maintenance			6%	94%	Shall be paid in Fourth year of O & M in equal Quarterly installment.
10.	During Fifth year of Operation and Maintenance Note : Performance guarantee will be returned at the end of contract period including O & M as per conditions set out in this Tender Document			6%	100%	Shall be paid in Fifth year of O & M in equal Quarterly installment.

- NOTE:**
- Mobilization advance shall be adjusted proportionately from the payments made under stage 2, 3 & 4.
 - The break-up of the payment under stage 2, 3 & 4 shall be as follows: -
 - On supply of material – 60% of the amount payable under each stage or 90% of the invoice value of the material received, whichever is less, as interim payment.
 - 40% of the amount shall be paid under each stage on installation and testing of the work specified in the respective stage.
 - Any further break up of payments, if required, shall be decided by CEO, NRDA.
 - Commissioning of the project means commissioning of all the systems together such that project is operational in all respects.
 - All payment shall be made in Indian Rupees (INR). In case of a JV, all payments shall be made to Lead Partner.
 - All the statutory deductions and deductions as per the contract condition shall be made from each running bill.
 - The expenditure made by the contractor on diesel for DG set shall be reimbursed by NRDA, during O & M period. In addition, NRDA shall reimburse the electricity bill paid by the Contractor for smooth running of the project at the end of each quarter. NRDA may conduct

energy audit of the project. In case the audit reports find any discrepancy, the same shall be adjusted in NRDA payments to the Contractor.

8. No other payment shall be made on account of O & M.
8. On award of project, the bidder shall provide the proof of procurement of material from the OEM of the make specified in this Tender Document.
9. Payment under stage 5 shall be made in instalments as and when contents get developed and approved by the authority.
10. There shall be a maximum of 20 content for the show (1 every quarter during 5 years O&M period; 3 to be delivered at the time of commissioning). In case the Authority demands for more number of content, the Contractor shall provide the content on additional fee as mutually agreed between them.

B. PERFORMANCE GUARANTEE & SECURITY DEPOSIT

1. At the time of signing of contract agreement the contractor has to deposit 5% (Five Percent) of the tendered amount as performance guarantee in the form of Account Payee Demand Draft/ Bank Guarantee from a Nationalized bank or Scheduled Commercial Bank in the prescribe format. The Bank Guarantee shall remain valid throughout the contract period. The Performance Guarantee will be released after successful performance of the contractual obligation (i.e. after the completion of O&M period).
2. The security deposit of 5% (Five Percent) of the gross value of work done at each stage shall be deducted from the payments made to the contractor (EMD shall be adjusted towards the security deposit). 2.5% of the total security deposit shall be released at the time of commissioning and remaining 2.5% of the total security deposit shall be released after successful completion of 1st year of O&M period.

SECTION – IV

Format – I

Letter of Tender

(On the Letterhead of the Bidder/Lead Partner)

Dated:

To,

**The Chief Executive Officer (CEO)
Naya Raipur Development Authority
Utility Block, Capitol Complex,
Sector- 19, Naya Raipur - 492002, Chhattisgarh**

Sub: Tender for **Design, Supply, Installation and Commissioning of Multimedia Laser and Video Show on Water Screen with musical dancing fountain with light and sound and its Operation & Maintenance for 5 Years, at Rajdhani (Rakhi) Lake, Sector 19, Naya Raipur, Chhattisgarh, India**

Dear Sir,

1. With reference to your Tender Document dated *****, I/we, having examined the Tender Documents and understood their contents, hereby submit my/our Tender for the aforesaid Project. The Tender is unconditional and unqualified.
2. All information provided in the **Tender** and in the Appendices is true and correct.
3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Tender.
4. I/ We acknowledge the right of the Authority to cancel the Selection process at any time or to reject any Tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We understand that only a single Contractor will be selected for project mentioned above.
6. We certify that in the last three 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 Tender Documents, including any Addendum issued by the Authority;
 - (b) I/ We do not have any conflict of interest in accordance with the provision set out in the Tender Document;
 - (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 Tender Document 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 has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We declare that we are not a Member of any other firm submitting a Tender for the Project.
9. I/ We further certify that in regard to matters relating to Tender 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.
10. I/ We further certify that no investigation by a regulatory authority is pending either against us or

against our Associates or against our CEO or any of our Directors/ Managers/ employees.

11. I/ We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the referred to above, we shall intimate the Authority of the same immediately.
12. In the event of my/ our being declared as the successful Bidder, I/We agree to enter into a Contract Agreement in accordance with the draft that has been provided to me/us prior to the Tender Due Date.
13. The Financial bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the Tender Document, General Conditions of contract.
14. I/We agree and undertake to abide by all the terms and conditions of the Tender Document.

In witness thereof, I/We submit this Tender under and in accordance with the terms of the Tender Document.

Yours faithfully,

Date:

(Signature of the Authorized signatory)

Place:

(Name and designation of the of the Authorized signatory)
Name and seal of Bidder

Format – II

Power of Attorney

(for Signing of Tender)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and legalize 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 Tender for(**"the Project"**), by the,(NRDA) (the "Authority") including but not limited to signing and submission of all applications, Tenders and other documents and writings, participate in Tenders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Tender and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Tender for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with 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 _____
(Signature)
(Name, Title and Address)

Witnesses:

- 1
- 2

Accepted
(Signature)

[Notarized]

(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 executants(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 favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

Format - III

Power of Attorney

(For Lead Partner on a Non-Judicial Stamp Paper of Rs. 100 Stamp paper duly attested by Notary Public)

Whereas, the Naya Raipur Development Authority (NRDA) has invited Tenders from qualified bidders for (the **"Project"**).

AND

Whereas, (collectively the **"Consortium"**) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Tender Document and other connected documents in respect of the Project, 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 Client 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 and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s., having our registered office at , and M/s..... , having our registered office at , [the respective names and addresses of the registered office] (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize 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 authorize 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 Contract, 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, 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 Client, and/ or any other Government 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 Agreement is entered into with the Client and till the successful execution of the Project.

AND 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/ Consortium.

AND hereby agree that we will be jointly as Consortium, and severally as individual member thereof, be responsible for the successful execution of the Project.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 201 .

For
(Name & Title)
For (Name & Title)

For (Name & Title) Witnesses:

1.

2.

(Executants)

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

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 executants(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 favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

Format – IV**Project Experience as Per Eligibility Criteria: Completed Projects Only**

The information regarding the relevant experience of the firm should be provided in the format below.

Name of Bidder/JV Partner

Project Name:	Location of Project:
Name of Client:	Address of Client:
Start date (month/year): Completion date (month/year):	Approximate value of Project:
Narrative description of Project <i>Include the following information:</i> <ul style="list-style-type: none"> • <i>Project Brief (length of fountain, Size of aqua screen, type of fountain,.....)</i> • <i>Project cost</i> • <i>Current status</i> 	
Description of actual Contract provided::	
Details of the proof submitted.	

Signature of Bidder/Lead Partner

The Project Data Sheets should necessarily be accompanied with notarized certificates from clients for successful completion of Contract, as proof of experience. Projects without proof of experience shall not be considered for evaluation. In case the bidder or JV partner is an entity from outside India then the completion certificate shall be in English duly notarized. Translated copy shall also be notarized.

For Conversion of US dollar to rupee the conversion rate shall be 1 USD = INR 60. For any other currency, it should be first converted to US dollar at the rate published by International Monetary fund on 31 March 2015 and the amount so derived in USD shall then be converted to Rupees at the aforesaid rate of 1 USD = INR 60.

Format – IV-A**Project Experience: Completed Projects**

The information regarding the relevant experience of the firm should be provided in the format below.

Name of Partner:

Project Name:	Location of Project:
Name of Client:	Address of Client:
Start date (month/year): Completion date (month/year):	Approximate value of Project:
Role of Partner in the project:	
Narrative description of Project <i>Include the following information:</i> <ul style="list-style-type: none"> • <i>Project Brief (length of fountain, Size of aqua screen, type of fountain,.....)</i> • <i>Project cost</i> • <i>Current status</i> 	
Description of actual Contract provided::	
Details of the proof submitted.	

Signature of Lead Partner

The Project Data Sheets should necessarily be accompanied with notarized certificates from clients for successful completion of Contract, as proof of experience. Projects without proof of experience shall not be considered for evaluation. In case the bidder or JV partner is an entity from outside India then the completion certificate shall be in English duly notarized. Translated copy shall also be notarized.

For Conversion of US dollar to rupee the conversion rate shall be 1 USD = INR 60. For any other currency, it should be first converted to US dollar at the rate published by International Monetary fund on 31 March 2015 and the amount so derived in USD shall then be converted to Rupees at the aforesaid rate of 1 USD = INR 60.

Format - V**Project Experience for Operation and Maintenance Projects**

The information regarding the relevant experience of the firm should be provided in the format below.

Name of the Bidder/JV Partner

Project Name:	Location of Project:
Name of Client:	Address of Client:
Start date (month/year):	Approximate value of O&M contract:
Completion date (month/year):	
Narrative description of O&M Contract <i>Include the following information:</i>	
<ul style="list-style-type: none"> • <i>Project Brief (Type of fountain, Show period,.....)</i> • <i>Current status</i> 	
Details of the proof submitted.	

Signature of Bidder/ Lead Partner

The Project Data Sheets should necessarily be accompanied with notarized O&M contract and certificate from client that the bidder has been carrying out the O&M or has carried out O&M of the project for equal to or more than 2 years in last 5 years (5 years preceding 31st May 2015). Projects without proof of experience shall not be considered for evaluation. In case the bidder or JV partner is an entity from outside India then the completion certificate shall be in English duly notarized. Translated copy shall also be notarized.

For Conversion of US dollar to rupee the conversion rate shall be 1 USD = INR 60. For any other currency, it should be first converted to US dollar at the rate published by International Monetary fund on 31 March 2015 and the amount so derived in USD shall then be converted to Rupees at the aforesaid rate of 1 USD = INR 60.

Format – VI**Format for Annual Turnover as per the Audited Accounts****Name of Bidder/ Lead Partner:**

S. No	Financial Year	Turnover in Indian Rupees (INR)
1	2014-15	
2	2013-14	
3	2012-13	
	Average Turnover	

This is to certify that I/we have examined the above information of M/s..... on the basis of relevant documents; books of accounts & other relevant information and the information submitted above is as per record and as per details annexed.

Signature, Address, Seal
& Membership No. of Chartered Accountant.

Signature of Bidder/Lead Partner

Note: Submit Copy of Audited Accounts/balance sheets for the last three years (FY 2012-13, 2013-14 and 2014-15).

In case the bidder or JV partner is an entity from outside India then the certificate shall be in English duly notarized.

For Conversion of US dollar to rupee the conversion rate shall be 1 USD = INR 60. For any other currency, it should be first converted to US dollar at the rate published by International Monetary fund on 31 March 2015 and the amount so derived in USD shall then be converted to Rupees at the aforesaid rate of 1 USD = INR 60.

Format – VII**Format for Net worth as per the audited accounts**

(To be submitted by bidder / Lead Partner of the JV)

S. No	Financial Year	Name of Bidder / Lead Partner	Net worth in Indian Rupees (INR)
1	2014-15		

This is to certify that I/we have examined the above information of M/s..... on the basis of relevant documents; books of accounts & other relevant information and the information submitted above is as per record and as per details annexed.

Signature, Address, Seal
& Membership No. of Chartered Accountant.

Signature of Bidder/Lead Partner

Note: Submit Copy of Audited Accounts/ balance sheets for F.Y 2014-15

Net worth shall mean (subscribed and paid up equity + reserves) less (revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders)

In case the bidder or JV member is an entity from outside India then the certificate shall be in English duly notarized.

For Conversion of US dollar to rupee the conversion rate shall be 1 USD = INR 60. For any other currency, it should be first converted to US dollar at the rate published by International Monetary fund on 31 March 2015 and the amount so derived in USD shall then be converted to Rupees at the aforesaid rate of 1 USD = INR 60.

Format – VIII

WORK PLAN

Activity Description	Duration of activity (no. of weeks)											Name of assigned personnel	
Activity 1													
Activity 2													
Activity 3													
Activity 4													
Activity 5													

(Illustrative schematic of Work Plan with Manpower Allocation)

Signature of Bidder/ Lead Partner

Format – IX

Technical Tender

The Technical Tender shall set out the approach and methodology proposed for the Project and the design features of the Project along with format XII and shall comprise:

1. Approach and Methodology

General understanding of the project
Understanding of requirements
Work Program
Organization Chart to be deployed for the project
Graphical Presentation of Work Chart (Bar Chart)
Staffing Schedule for the project

2. Concept Design and Project Features

Length of Fountain
Number of Nozzles
Number of LED lights
Number and type of effects proposed with pictures
Make proposed for all the major elements including but not limited to nozzles, pumps, projectors, laser beam, sound system ,LED lights, control software etc

3. Details as per Format XII.

FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

B.G. No.

Dated:

- 1) In consideration of you, Chief Executive Officer, Naya Raipur Development Authority, having its office at Capitol Complex, Sector-19, Naya Raipur – 492002, Chhattisgarh (hereinafter referred to as the “NRDA”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Tender of and having its office at _____ and acting on behalf of the Tendered (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), -----, Naya Raipur (hereinafter referred to as “the Project”) pursuant to the Tender Document no. ----- issued in respect of the Project and other related documents (hereinafter collectively referred to as “Tender Documents”), we [Name of the Bank] having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of the Bidder Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the NIT Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to NRDA an amount of Rs. _____/- (Indian Rupees only) as Earnest Money Deposit (hereinafter referred to as the “Earnest Money Deposit”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Tender Documents.
- 2) Any such written demand made by NRDA stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Tender Documents shall be final, conclusive and binding on the Bank.
- 3) We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of NRDA is disputed by the Bidder or not merely on the first demand from NRDA stating that the amount claimed is due to NRDA by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Tender Documents including failure of the said Bidder to keep its Tender open during the Tender validity period as set forth in the said Tender Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Indian Rupees only).
- 4) This Guarantee shall be irrevocable and remain in full force for a period of 240 (Two hundred and forty) days from the Tender Due Date or for such extended period as may be mutually agreed between NRDA and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
- 5) We, the Bank, further agree that NRDA shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Tender Documents including, inter alia, the failure of the Bidder to keep its Tender open during the Tender validity period set forth in the said Tender Documents, and the decision of NRDA that the Bidder is in default as aforesaid shall be final and binding on us,

notwithstanding any differences between NRDA and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

- 6) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- 7) In order to give full effect to this Guarantee, NRDA shall be entitled to treat the Bank as the principal debtor. NRDA shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Documents or to extend time for submission of the Tenders or the Tender validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Tender Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to NRDA, and the Bank shall not be released from its liability under these presents by any exercise by NRDA of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of NRDA or any indulgence by NRDA to the said Bidder or by any change in the constitution of NRDA or its absorption, merger or amalgamation with any other body or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- 8) Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- 9) We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.
- 10) It shall not be necessary for NRDA to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which NRDA may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
- 11) We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of NRDA in writing.
- 12) The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
- 13) The Bank Guarantee number _____, dated _____ shall be operative at Raipur and if invoked, be encashable at _____ (name of bank and its branch in Raipur and branch code _____).

Signed and Delivered by _____ Bank

By the hand of Mr./Ms _____, its _____ and authorized official.

(Signature of the Authorized Signatory) (Official Seal)

Format – XI

Undertaking

(On Letterhead of bidder/lead partner)

We undertake to provide components/equipment as per scope of work and in strict compliance with the manufacturer/makes/brand, list of which is provided in the specification in Section II of this Tender Document.

Date:

(Signature of the Authorized signatory)

Place:

(Name and designation of the of the Authorized signatory)
Name and seal of Bidder

Format – XII

Project Layout and Design Plan including Electrical, Plumbing, Lighting and Fountain Plan

Format – XII A

Format specifying the details of hardware considered as a part of the quote shall be submitted including the specification and make by the bidder. This shall also include the ancillary items not given in the Tender Document but is required for the commissioning.

S. No.	Item Detail	Quantity	Make (Brand Name)	Remarks

Note: The tender shall be not considered without the above details.

Format – XIII**Format for Financial Tender**

(To be enclosed in a separate cover)
(On the Letterhead of the Bidder/Lead Partner)

Date:

To,

**The Chief Executive Officer (CEO)
Naya Raipur Development Authority
Utility Block, Capitol Complex,
Sector- 19, Naya Raipur - 492002, Chhattisgarh**

Sub : **Financial Tender for Design, Supply, Installation and Commissioning of Multimedia Laser and Video Show on Water Screen with musical dancing fountain with light and sound and its Operation & Maintenance for 5 Years, at Rajdhani (Rakhi) Lake, Sector 19, Naya Raipur, Chhattisgarh, India**

Dear Sir,

Having gone through this Tender Document and Draft Agreement and having fully understood the scope of work for the Project as set out in this Tender Document; we are pleased to quote the following fees for the Project for **Design, Supply, Installation and Commissioning of Multimedia Laser and Video Show on Water Screen with musical dancing fountain with light and sound and its Operation & Maintenance for 5 Years, at Rajdhani (Rakhi) Lake, Sector 19, Naya Raipur, Chhattisgarh, India.**

S. No.	Item	Amount in Rs.	Amount in Words
1	Design, Supply, Installation and Commissioning of Multimedia Laser and Video Show on Water Screen with musical dancing fountain with light and sound and its Operation & Maintenance for 5 Years, at Rajdhani (Rakhi) Lake, Sector 19, Naya Raipur, Chhattisgarh, India "Project" as per the Section II of Tender Document		
	TOTAL		

Note:

1. The Financial Tender is inclusive of all out pocket expenses which may be incurred by the contractor towards travel, documentation, communication, etc. related to the project.
2. The Financial Tender shall also be inclusive of all royalties, rates, charges, license fees, customs duty for importing goods, equipment, materials required for the project, but excluding the service tax which shall be reimbursed separately by the Authority.
3. In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.

Yours faithfully,

For and on behalf of

.....
(Name of the Bidder) _____

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

Volume - II	General Condition of Contract (DRAFT AGREEMENT)
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February - 2016

1. GENERAL

1.1. Definitions and Interpretation

1.1.1. The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a. "Applicable Laws" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- b. "Agreement" means this Agreement, together with all the Annexure;
- c. "Confidential Information" shall have the meaning set forth in Clause 3.3;
- d. "Conflict of Interest" shall have the meaning set forth in Clause 3.2 read with the provisions of the Agreement;
- e. "Dispute" shall have the meaning set forth in Clause 10.2.1;
- f. "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- g. "Government" means the Government of Chhattisgarh; or Govt. of India as the case may be.
- h. "Member", in case the Bidder/Contractor consists of a joint venture of more than one entity, means any of these entities, and "Partners" means all of these entities;
- i. "Personnel" means hired by the Bidder/Contractor or by any Sub- Bidder/Contractor as employees and assigned to the performance of the Contract or any part thereof;
- j. "Party" means the Authority or the Bidder/Contractor, as the case may be, and Parties means both of them;
- k. "Contract" means the work to be performed by the Bidder/Contractor pursuant to this Agreement, as described in the Terms of Reference hereto;
- l. "Tender Document" means the Tender Document document in response to which the Bidder/Contractor's Tender for providing Contract was accepted;
- m. "Bidder/Contractor" means any entity to which the Bidder/Contractor subcontracts any part of the Contract; and
- n. "Third Party" means any person or entity other than the Government, the Authority, the Bidder/Contractor or a Bidder/Contractor.
- o. "Authority" means CEO, NRDA, Naya Raipur

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the Tender Document.

1.1.2. The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over other would be as laid down below beginning from the highest priority to the lowest priority:

- a. Agreement;
- b. Annexures of Agreement;
- c. Tender Document; and
- d. Letter of Award

1.2. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Bidder/Contractor. The Bidder/Contractor shall, subject to this Agreement, have complete charge of Personnel performing the Contract and shall be fully responsible for the Contract performed by them or on their behalf hereunder.

1.3. Rights and obligations

The mutual rights and obligations of the Authority and the Bidder/Contractor shall be as set forth in the Agreement; in particular:

- a. the Bidder/Contractor shall carry out the Contract in accordance with the provisions of the Agreement; and

- b. the Authority shall make payments to the Bidder/Contractor in accordance with the provisions of the Agreement.

1.4. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Raipur shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5. Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6. Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7. Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- a. in the case of the Bidder/Contractor, be given by facsimile and by letter delivered by hand to the address given and marked for attention of the Bidder/Contractor's Representative set out below in Clause 1.10 or to such other person as the Bidder/Contractor may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Faridabad [*name of the place where the Bidder/Contractor has its registered office*] may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile Bidder/Contractor may from time to time designate by notice to the Authority;
- b. in the case of the Authority, be given by facsimile and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Bidder/Contractor; provided that if the Bidder/Contractor does not have an office in Raipur it may send such notice by facsimile and by registered acknowledgement due, air mail or by courier; and
- c. any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered.

1.8. Location

The Contract shall be performed at the site of the Project in accordance with the provisions of Tender Document and at such locations as are incidental thereto, including the offices of the Bidder/Contractor.

1.9. Not Used

1.10. Authorized representatives

- 1.10.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Bidder/Contractor, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.
- 1.10.2. The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

ATTN. OF:	Salil Shrivastava
DESIGNATION	The Chief Engineer
ADDRESS :	Naya Raipur Development Authority 1st Floor, Utility Block, Near Mantralaya Capital Complex, Sector-19, Naya Raipur, Chhattisgarh
PHONE	+ 91 771 2511500
WEBSITE :	www.nayaraipur.gov.in
E-MAIL ADDRESS:	ceo@nayaraipur.com , cee@nayaraipur.com , pssc1@nayaraipur.com

The Bidder/Contractor may designate one of its employees as Bidder/Contractor's Representative.

1.11. Taxes and duties

Unless otherwise specified in the Agreement, the Bidder/Contractor shall pay all taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1. Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

2.2. Commencement of Contract

The Bidder/Contractor shall commence the Contract within a period of 15 (fifteen) days from the Effective Date, unless otherwise agreed by the Parties.

2.3. Termination of Agreement for failure to commence Contract

If the Bidder/Contractor does not commence the Contract within the period specified in Clause 2.2 above, the Authority may terminate the agreement by issuing not less than 2 (two) weeks' notice to the Bidder/Contractor and declare this Agreement to be null and void.

2.4. Expiration of Agreement

Unless terminated earlier pursuant to Clause 2.9 hereof, this Agreement shall expire when the Contract have been completed and a period of 90 (ninety) days has elapsed after all payments due under this Agreement, have been made.

2.5. Entire Agreement

2.5.1. This Agreement and the Annexures together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Bidder/Contractor arising out of the provisions of the Tender Document shall continue to subsist and shall be deemed as part of this Agreement.

2.5.2. Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of Tender Document shall apply.

2.6. Modification of Agreement

2.6.1. Modification of the terms and conditions of this Agreement, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any Tenders for modification made by the other Party.

- 2.6.2. However, modification in the Terms of Contract may be made by NRDA at any stage by giving 30 days prior notice to the Bidder/Contractor. In such a case the fees may be increased or decreased as the case may be on pro rata basis.
- 2.6.3. In case of delay caused due to any reasons except due to the default of Bidder/Contractor, the period of Contract agreement may be extended with or without additional fees for which decision of the Authority shall be final and binding on all the parties.

2.7. Force Majeure

2.7.1. Definition

- a. For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub- Bidder/Contractor or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2. No breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3. Measures to be taken

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4. Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5. Payments

During the period of its inability to perform the Contract as a result of an event of Force Majeure, the Bidder/Contractor shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Contract and in reactivating the Contract after the end of such period.

2.7.6. Consultation

Not later than 30 (thirty) days after the Bidder/Contractor has, as the result of an event of Force Majeure, become unable to perform a material portion of the Contract, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8. Suspension of Agreement

The Authority may, by written notice of suspension to the Bidder/Contractor, suspend all payments to the Bidder/Contractor hereunder if the Bidder/Contractor shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Contract; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Bidder/Contractor to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Bidder/Contractor of such notice of suspension.

2.9. Termination of Agreement

2.9.1. By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Bidder/Contractor, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- a. the Bidder/Contractor fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b. the Bidder/Contractor becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c. the Bidder/Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 10 hereof;
- d. the Bidder/Contractor submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Bidder/Contractor knows to be false;
- e. any document, information, data or statement submitted by the Bidder/Contractor in its Tenders, based on which the Bidder/Contractor was considered eligible or successful, is found to be false, incorrect or misleading;
- f. The Bidder/Contractor fails to perform the obligation under this agreement to the satisfaction of the Authority;
- g. as the result of Force Majeure, the Bidder/Contractor is unable to perform a material portion of the Contract for a period of not less than 60 (sixty) days; or
- h. the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2. By the Bidder/Contractor

The Bidder/Contractor may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- a. the Authority fails to pay any money due to the Bidder/Contractor pursuant to this Agreement and not subject to dispute pursuant to Clause 10 hereof within 45 (forty-five) days after receiving written notice from the Bidder/Contractor that such payment is overdue;
- b. the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Bidder/Contractor may have subsequently granted in writing) following the receipt by the Authority of the Bidder/Contractor's notice specifying such breach;
- c. as the result of Force Majeure, the Bidder/Contractor is unable to perform a material portion of the Contract for a period of not less than 60 (sixty) days; or

d. The Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 10 hereof.

2.9.3. Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Bidder/Contractor' obligation to permit inspection, copying and auditing of its accounts and records , and any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4. Cessation of Contract

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Bidder/Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Contract to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Bidder/Contractor and equipment and materials furnished by the Authority, the Bidder/Contractor shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5. Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Bidder/Contractor (after offsetting against these payments any amount that may be due from the Bidder/Contractor to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Contract satisfactorily performed prior to the date of termination; and
- (ii) except in the case of termination pursuant to sub-clauses (a) through (f) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Bidder/Contractor's personnel.

2.9.6. Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 10 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE BIDDER/CONTRACTOR

3.1. General

3.1.1. Standards of Performance

The Bidder/Contractor shall perform the Contract and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Bidder/Contractor shall always act, in respect of any matter relating to this Agreement or to the Contract, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Bidder/Contractors or Third Parties.

3.1.2. Terms of Reference

The Terms of Contract to be performed by the Bidder/Contractor are specified in the Terms of Contract (the "TOR") at Volume1 of this Agreement. The Bidder/Contractor shall provide the deliverables specified therein in conformity with the time schedule stated therein.

3.1.3. Applicable Laws

The Bidder/Contractor shall perform the Contract in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Bidder/Contractor, as well as the Personnel

and agents of the Bidder/Contractor and any Bidder/Contractor, comply with the Applicable Laws.

3.2. Conflict of Interest

- 3.2.1. The Bidder/Contractor shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.
- 3.2.2. Prohibition of conflicting activities
Neither the Bidder/Contractor nor its Bidder/Contractor nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:
(a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
(b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
(c) at any time, such other activities as have been specified in the Tender Document as Conflict of Interest.
- 3.2.3. Bidder/Contractor not to benefit from commissions discounts, etc.
The remuneration of the Bidder/Contractor pursuant to Clause 6 hereof shall constitute the Bidder/Contractor' sole remuneration in connection with this Agreement or the Contract and the Bidder/Contractor shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Contract or in the discharge of its obligations hereunder, and the Bidder/Contractor shall use its best efforts to ensure that any Bidder/Contractor, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.
- 3.2.4. The Bidder/Contractor and its Personnel shall observe the highest standards of ethics and have not engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Bidder/Contractor, without being liable in any manner whatsoever to the Bidder/Contractor, if it determines that the Bidder/Contractor has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.
- 3.2.5. Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Bidder/Contractor is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Bidder/Contractor shall not be eligible to participate in any tender or Tender Document issued during a period of 2 (two) years from the date the Bidder/Contractor is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.6. For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:
(a) "**corrupt practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment 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 Selection Process or LOA or dealing with matters concerning the Agreement 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 Contract of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA 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 LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression 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 person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (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 Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3. Confidentiality

The Bidder/Contractor, its Bidder/Contractors and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Bidder/Contractor, its Bidder/Contractors and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Bidder/Contractor is under an obligation to keep confidential in relation to the Project, the Contract or this Agreement (**“Confidential Information”**), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Bidder/Contractor, its Bidder/Contractors and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Bidder/Contractor, its Sub-Bidder/Contractors and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Bidder/Contractor, its Sub- Bidder/Contractors and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that for any such disclosure, the Bidder/Contractor, its Bidder/Contractors and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Bidder/Contractor or its Bidder/Contractors or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Bidder/Contractor or its Bidder/Contractors or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4. Liability of the Bidder/Contractor

- 3.4.1. The Bidder/Contractor's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2. Bidder/Contractor's liability towards the Authority
The Bidder/Contractor shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Contract rendered by it.
- 3.4.3. The Parties hereto agree that in case of negligence or willful misconduct on the part of the Bidder/Contractor or on the part of any person or firm acting on behalf of the Bidder/Contractor in carrying out the Contract, the Bidder/Contractor, with respect to damage caused to the Authority's property, shall not be liable to the Authority:
- (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds (a) the Contract Value set forth in Clause 6.2. of this Agreement, or (b) the proceeds the Bidder/Contractor may be entitled to receive from any insurance maintained by the Bidder/Contractor to cover such a liability in accordance with Clause 3.5, whichever of (a) or (b) is higher.
- This limitation of liability shall not affect the Bidder/Contractor's liability, if any, for damage to Third Parties caused by the Bidder/Contractor or any person or firm acting on behalf of the Bidder/Contractor in carrying out the Contract.

3.5. Insurance to be taken out by the Bidder/Contractor

The Bidder/Contractor shall be responsible to take out and maintain, and shall cause any Sub- Bidder/Contractor to take out and maintain, at its (or the Bidder/Contractor's, as the case may be) own cost but on terms and conditions approved by the Authority, insurance against the risks for the complete contract period including O&M period, and for the coverage's in accordance with good industry practice. The Authority shall not be liable towards any insurance claims by or against the second party and or its sub Bidder/Contractors.

3.6. Not used

3.7. Bidder/Contractor's actions requiring the Authority's prior approval

The Bidder/Contractor shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Contract, it being understood (i) that the selection of the Sub- Bidder/Contractor and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Bidder/Contractor shall remain fully liable for the performance of the Contract by the Bidder/Contractor and its Personnel pursuant to this Agreement; or
- (b) any other action that may be specified in this Agreement.

3.8. Reporting obligations

The Bidder/Contractor shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9. Documents prepared by the Bidder/Contractor to be property of the Authority

- 3.9.1. All plans, drawings, specifications, designs, reports and other documents prepared by the Bidder/Contractor in performing the Contract shall become and remain the property of the Authority, and the Bidder/Contractor shall, not later than termination or expiration of this Agreement, deliver all such documents to the Authority, together with a detailed inventory thereof. The Bidder/Contractor may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the Agreement.
- 3.9.2. The Bidder/Contractor shall not use these documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.10. Accuracy of Documents

The Bidder/Contractor shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these Contract. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Bidder/Contractor or arises out of its failure to conform to good industry practice. The Bidder/Contractor shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. BIDDER/CONTRACTOR'S PERSONNEL.

4.1. General

The Bidder/Contractor shall employ and provide such qualified and experienced Personnel as may be required to carry out the Contract.

5. OBLIGATIONS OF THE AUTHORITY

5.1. Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Bidder/Contractor, its Bidder/Contractors and Personnel with work permits and such other documents as may be necessary to enable the Bidder/Contractor, its Bidder/Contractors or Personnel to perform the Contract;
- (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Contract.

5.2. Payment

In consideration of the Contract performed by the Bidder/Contractor under this Agreement, the Authority shall make to the Bidder/Contractor such payments and in such manner as is provided in the Volume 1 Section-III of this Agreement. The payment shall be made in Indian Rupees.

5.3. Access to land and property

The Authority warrants that the Bidder/Contractor shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Contract.

6. TIME SCHEDULE, DELIVERABLES AND PAYMENT SCHEDULE TO THE BIDDER/CONTRACTOR

6.1. Time Period

The project shall be commissioned within 145 days from the date of Execution of Contract Agreement.

The payment Schedule shall be as per section II of Volume I of the Tender Document. The deliverables should be strictly as per the Work Plan submitted by the Bidder.

Note:

1. Authority shall deduct taxes at source, from the amounts payable as per applicable laws.
2. The Authority would endeavor to provide its comments or approval on documents submitted by the Bidder/Contractor within 15 days from the date of submission. The above timeline is independent of the time that may be required for approval and providing comment on the document submitted.

6.2. Currency of payment

All payments shall be made in Indian Rupees. The Bidder/Contractor shall be free to convert Rupees into any foreign currency as per Applicable Laws, at their cost

7. LIQUIDATED DAMAGES AND PENALTIES

7.1. Liquidated Damages

7.1.1. Liquidated Damages for delay

In case of delay in work under any stage, liquidated damages, subject to a maximum of 5% (five percent) of the Contract Value, shall be imposed and shall be recovered from the payments due or by appropriation from the Performance Guarantee or Security Deposit or any other amount due with NRDA. The CEO, NRDA shall decide the amount of liquidated damage for the delay, whose decision shall be final and binding. However, in case of delay due to reasons beyond the control of the Bidder/Contractor, suitable extension of time may be granted by the Authority

7.1.2. Encashment and appropriation of Performance Guarantee and Security Deposit

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Guarantee or Security Deposit or any other amount due with NRDA, in whole or in part, without notice to the Bidder/Contractor in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.2. Penalty for deficiency in Contract

In addition to the liquidated damages not amounting to penalty, beyond that as specified in Clause 7.2, warning may be issued to the Bidder/Contractor for minor deficiencies on its part. In the case of significant deficiencies in Contract causing adverse effect on the Project or on the reputation of the Authority, other penal action as detailed below including debarring for a specified period may also be initiated.

If major deficiency is significant nature in the Contract are observed, an additional levy of compensation up to a maximum of 5% of the Contract Value shall be made on the Contractor. In this regard, the decision of CEO, NRDA, Naya Raipur will be final binding.

8. FAIRNESS AND GOOD FAITH

8.1. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

8.2. Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 10 hereof.

9. OTHER CONDITIONS

9.1 In the event the Authority desires the Bidder/Contractor to perform such additional Contract which are not within the Terms of Reference as specified. The Bidder/Contractor shall agree to perform such Additional Contract on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.

9.2 The Authority shall provide to the Bidder/Contractor documents/ information/ reports as may be required by the Bidder/Contractor to enable it to provide the Contract. The Authority undertakes and agrees to furnish to the Bidder/Contractor from time to time such other documents/ reports/ information in its possession and/or knowledge as it may consider relevant to perform the Contract, as and when such information is received by/ available with the Authority.

9.3 All intellectual property conceived, originated, devised, developed or created by the Bidder/Contractor, its agents, specifically for the purpose of rendering the Contract, shall vest

with the Authority unless otherwise agreed, between the Authority and the Bidder/Contractor. The Authority as sole owner and shall be entitled to use such intellectual property for the purpose of the Project

Unless otherwise agreed, the Authority shall have the copyright on all the reports, documents, maps etc., authored, prepared or generated during the course of the Contract to be provided by the Bidder/Contractor.

10. SETTLEMENT OF DISPUTES

10.1. Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

10.2. Dispute resolution

10.2.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 10.3.

10.2.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

10.3. Conciliation

In the event of any Dispute between the Parties, either Party may call upon the **Chief Executive Officer NRDA**, for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 10.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 10.4.

10.4. Arbitration

10.4.1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 10.3, shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Clause 10.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Raipur and the language of arbitration proceedings shall be English.

10.4.2. There shall be a Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

10.4.3. The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 10 shall be final and binding on the Parties as from the date it is made, and the Bidder/Contractor and the Authority agree and undertake to carry out such Award without delay.

10.4.4. The Bidder/Contractor and the Authority agree that an Award may be enforced against the Bidder/Contractor and/or the Authority, as the case may be, and their respective assets wherever situated.

10.4.5. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

10.4.6. Any dispute arising during the procedure of selection of the Bidder/Contractor, shall also be subjected to settlement of disputes as per clause 10 as above

11. APPLICABLE LAWS

The procedure of selection of Bidder/Contractor as well as the agreement made on the basis of this Tender Document shall be governed by Indian laws as applicable in India and in the State of Chhattisgarh.

(See Clause 3.2)

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 3.2 of the Agreement and shall be read together therewith in dealing with specific cases.
2. Bidder/Contractors should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of Bidder/Contractors should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a Bidder/Contractor or between Bidder/Contractors and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Authority and Bidder/Contractors:
 - (i) Potential Bidder/Contractor should not be privy to information from the Authority which is not available to others.
 - (ii) Potential Bidder/Contractor should not have defined the project when earlier working for the Authority.
 - (iii) Potential Bidder/Contractor should not have recently worked for the Authority overseeing the project.
 - (b) Bidder/Contractors and concessionaires/contractors:
 - (i) No Bidder/Contractor should have an ownership interest or a continuing business interest or relationship with a potential concessionaire/ contractor.
 - (ii) No Bidder/Contractor should be involved in owning or operating entities resulting from the project.
 - (iii) No Bidder/Contractor should Tender for works arising from the project.The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.
4. The normal way to identify conflicts of interest is through self-declaration by Bidder/Contractors. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the Bidder/Contractors become aware of them.
5. Another approach to avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the Bidder/Contractor’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition.

As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted in exceptional cases upon full disclosure by a Bidder/Contractor coupled with provision of safeguards to the satisfaction of the Authority.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if Bidder/Contractors drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope-creep” arises when Bidder/Contractors advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the Bidder/Contractors. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for Bidder/Contractors to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Bidder/Contractors should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

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