

NIT No. 699/644/9-CEP-NRDA

Modified RFP 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 of 5 Years, at Rajdhani (Rakhi) Lake, Sector 19, Naya Raipur, Chhattisgarh, India

July - 2014

Proposals must be received by 3:00 PM

On Or Before 15/07/2014



NAYA RAIPUR DEVELOPMENT AUTHORITY
Capitol Complex, Sector-19, Naya Raipur, 492002
Fax : 0771-2511400 Email : ceo@nayaraipur.com,
tl_pst@nayaraipur.com
Website: www.nayaraipur.com

DISCLAIMER

The request for proposal document contains two volumes

Volume I	Proposal Document
Volume II	General Conditions of Contract

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

The RFP 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 RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. The RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. The RFP 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 RFP. The assumptions, assessments, statements and information contained in the RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the RFP and obtain independent advice from appropriate sources.

Information provided in the RFP 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 RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of the RFP or arising in any way in this Selection Process.

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

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

The issue of this RFP 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 Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses 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 Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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DATA SHEET

1.	Name of the project	Modified RFP 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 of 5 Years, at Rajdhani (Rakhi) Lake, Sector 19, Naya Raipur, Chhattisgarh, India
2.	Tender issued by	Naya Raipur Development Authority
3.	Approximate estimated cost of project	Rs. 15 Crores
4.	Project Implementation Time	105 days from the date of Execution of Contract Agreement
5.	Operation & Maintenance Period	05 Years
6.	Cost of RFP Documents	Rs. 5,000.00
7.	Earnest Money Deposit	Rs. 7,50,000.00 in the form of BG/ DD
8.	Date of issue tender document	30/06/2014
9.	Last date for receiving Pre-Bid queries
10.	Pre-bid meeting.
11.	Last date and time of Submission of bid.	Up to 3:00 P.M. on or before 15/07/2014
12.	Opening of Technical Bid.	3:30 P.M. on 15/07/2014 in the office of the NRDA
13.	Opening of Financial Bid	Time & Date will be announced only after finalization of Technical Bid.
14.	Place of obtaining RFP Documents	The tender can also be downloaded from NRDA Website: www.nayaraipur.com. For such downloaded document the bidder as to enclose DD amounting to Rs. 5000 in favor of CEO, Naya Raipur Development Authority payable at Raipur.
15.	Email for Correspondence	ceo@nayaraiur.com, tl_pst@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 and industrial developments.

Naya Raipur Development Authority (NRDA) is a special area development authority established by GoCG under the Chhattisgarh Nagar Tatha Gram Nivesh Adhinyam, 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 are being allotted for different uses including those for Speciality hospitals 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 Adhinyam, 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, located just opposite to New Mantralaya Building (Capitol Complex). It can be reached within 20 minutes approximate from Raipur. NRDA plans to make this lake as a tourist destination.

Multimedia Laser shows are true entertainment experience and are a unique and innovative concept. 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 presentation of a scientific demonstration.

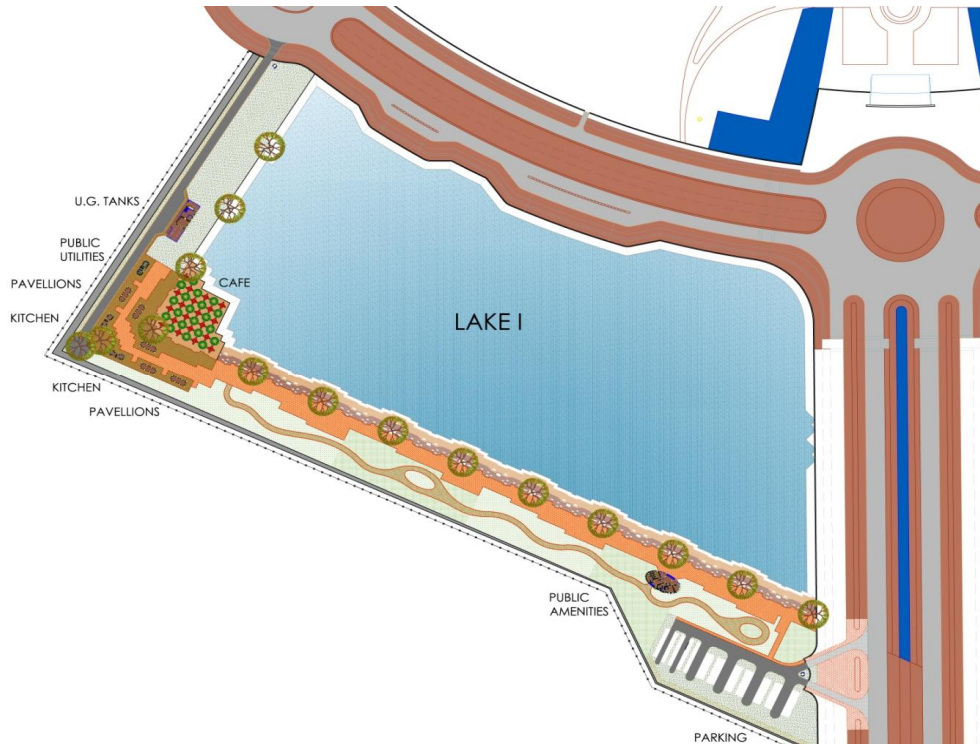
Multimedia Laser Shows on Water Screen are the latest emerging trend in Indian entertainment industry. The audience enjoys the glittering laser graphics on water screen, which is a unique media, used for various applications like entertainment, site promotion also for specific custom events.

Naya Raipur Development Authority 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 the Project Site : Rakhi Lake Area, opposite to Mantralaya Building, Capital Complex, Sector - 19.

Lake Area : Area of Lake approximate 90065.84 sqmt



- 1.1.1. With the aforesaid objective, NRDA (the Authority) invites proposals in prescribed format from Companies/Partnership Firms for selection of “Contractor” for the **RFP 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 of 5 Years, at Rajdhani (Rakhi) Lake, Sector 19, Naya Raipur, Chhattisgarh, India** (the Project)
- 1.1.2. Bidders are invited to submit a (Proposal) comprising of the technical proposal (Technical Proposal) and a financial proposal (Financial Proposal) for **RFP 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 of 5 Years, at Rajdhani (Rakhi) Lake, Sector 19, Naya Raipur, Chhattisgarh, India**. Those Bidders that submit the Proposal shall be called Bidders. The Proposal would form the basis of selection of the Bidders. 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) for the Project has been set out in Section II.
- 1.1.4. The Authority shall receive Proposals pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority (collectively the "Proposal Documents"), as modified, altered, amended and clarified from time to time by the Authority, and all Proposals shall be prepared and submitted in accordance with such terms.
- 1.1.5. The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP 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 RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or

contradictions in the Proposal Documents including this RFP 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 an Selection process in three cover system. The Bidders are required to submit their proposal through Key Submissions (Cover -1), Technical Proposal (Cover – 2) and Financial Proposal (Cover – 3).**
- 1.1.7. During this Proposal 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 Proposals for the Project. The top five shortlisted bidders shall be required to give a presentation.

Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated. The envelopes/ communication shall clearly bear the following identification/ title **"Queries/Request for Additional Information: Proposal for RFP 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 of 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 P.M. on or before <u>15/07/2014</u>

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

2. INSTRUCTION TO BIDDERS

A. GENERAL

2.1 General terms of Proposal

- 2.1.1 An Bidder can submit only one Proposal.
- 2.1.2 **The Bidder may be an Individual, or a company, or a partnership firm, or a consortium of individual/companies/partnership firms. In case of Consortium, a MOU or Agreement between the consortium members 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**, authorising the signatory of the Proposal to commit the Bidder. In case of Consortium, the other members shall also execute the Power of Attorney in favour of Lead Member as per **Format –III**
- 2.1.4 The Financial Proposal should be furnished in the **format - X**
- 2.1.5 The Proposal and all communications in relation to or concerning the Proposal Documents shall be in English language.
- 2.1.6 The Proposal Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Proposal 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 Proposal. The Authority will not return any Proposal or any information provided along therewith.
- 2.1.7 This RFP is not transferable.

2.2 Validity of proposal

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

2.3 Bid Security

- 2.3.1 The Bidder/Contractor shall furnish as part of its Proposal, a Bid Security 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 Bid Security can also be in the form of**

Bank Guarantee issued by Nationalised banks or Scheduled Commercial Banks . The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free. Format for Bank Guarantee Format X.

2.3.2 Any **Proposal** not accompanied by the Bid Security shall be rejected by the Authority as non responsive.

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

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

2.3.5 The Bid Security 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 RFP;
- b. If a Bidder withdraws its Proposal during the period of Proposal validity as specified in this RFP 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 Proposal

2.3.1 The Bidders shall be responsible for all the costs incurred by them, associated with the preparation of their Proposal 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 Proposal after visiting the site and any other matter considered relevant by them.

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

- a. made a complete and careful examination of the Proposal 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 Proposal 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 Proposal, execution of the Project in accordance with the Proposal 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 Proposal 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 RFP, the Proposal 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 Proposals

2.5.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal or to annul the Selection Process and reject all Proposals at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

2.5.2 The Authority reserves the right to reject any Proposal 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 proposal.

- c. Such misrepresentation/ improper response shall lead to the disqualification of the Proposal.
- 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 RFP, 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 RFP. 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 as part of the Proposal Documents shall be deemed to be part of this RFP.
- 2.6 Clarifications**
- 2.6.1 Bidders requiring any clarification on the RFP 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 Schedule of **Selection** Process specified in **Clause 1.2**, 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 Proposal 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 RFP**
- 2.7.1 At any time prior to the deadline for submission of Proposals, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.7.2 Any Addendum thus issued will be uploaded on nrda website www.nayarapur.com.
- 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 Proposal Due Date.
- B. Pre- PROPOSAL CONFERENCE – Deleted**
- 2.8 Modification/ substitution/ withdrawal of Proposals**
- 2.8.1 No Proposal shall be modified, substituted, or withdrawn by the Bidder.
- C. PREPARATION AND SUBMISSION OF PROPOSALS**
- 2.9 Format and Signing of Proposals**
- 2.9.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Proposals that are received in the required formats and complete in all respects.
- 2.9.2 The Proposal shall be typed or written in indelible ink and signed by the authorised 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 Proposal shall be initialed by the person(s) signing the Proposal.
- 2.10 Sealing and Marking of Proposal**
- 2.10.1 **The Bidder shall submit the Proposal in the format specified, and seal it in envelopes in the manner described hereunder.**
- 2.10.2 The documents accompanying the Proposal shall be placed in separate envelopes and marked as indicated below. The Proposal submission shall include:

Envelope 1: “Key Submissions”

- a. Letter of Proposal in the prescribed **Format - I**
- b. An Undertaking in the prescribed **Format - XI**
- c. Power of Attorney for signing of proposal 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 Proposal in pursuance of the Power of Attorney referred to in Clause (c) hereinabove.
- e. A MOU/agreement in case of Joint venture/consortium.
- f. 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.

Envelope 2: “Technical Proposal”

- a. Technical Proposal as per **Formats IV, IV A, V, VI, VI-A, VII, VII-A, VIII, IX, XII.**
- b. **In Addition to signing complete RFP document the bidder needs to separately sign and submit each page of section II of the RFP 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 RFP.**

Envelope 3: “Financial Proposal”

- a. **Proposal** consisting of the Bidders financial offer for the Project in the format set out in **Format -XIII** of this document.
- b. The financial proposal shall be inclusive of all out of pocket expenses incurred by the Bidder/Contractor towards Local site office, site visits, travel, documentation and communication etc., taxes, royalties, fees and charges including the Contract tax as applicable except those as prescribed in this RFP.

2.10.3 The Bidders shall also submit true copies of all the documents (comprising Key Submissions and technical proposal) accompanying the Proposal, 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 **Clause** 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: **Proposal for the Selection of Contractor for “RFP 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 of 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 Proposal 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
Mantralaya, Near Mahanadi Bhavan, Capital Complex,
Sector-19,Naya Raipur 492 002, 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 Proposal submitted.

2.10.6 Proposals submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.10.7 **Deleted**

2.11 Proposal Due Date

2.11.1 Proposal should be submitted on or before the Proposal Due Date and time at the address provided in and as detailed in this RFP.

2.11.2 **The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in uniformly for all Bidders.**

2.12 Late Proposals

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

2.13 Rejection of Proposals

2.13.1 The Authority reserves the right to accept or reject all or any of the Proposal without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Proposal 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 Proposal without assigning any reasons.

2.14 Deleted

2.15 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Proposals 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 **Proposal**, 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.

2.16 Correspondence with the Bidder

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

3. EVALUATION OF PROPOSALS & ELIGIBILITY CRITERIA

3.1 Opening of Proposals:-

- a. The Outer **Envelope and Envelope 1 & 2** shall be opened by the Authorised Officer 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 Proposals in accordance with the provisions set out hereunder.
- c. To facilitate evaluation of **Proposals**, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its **Proposal**.

3.2 Tests of responsiveness

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

- a. It is received in format as prescribed in the RFP.
- b. It is received before the Proposal 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 RFP and / or Proposal 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 should qualify the following eligibility criteria.

In case of Consortium refer **clause 3.3.5,**

3.3.1 General Criteria:

- a. The Bidder / Lead Member of consortium could be an Individual - Company/Partnership Firm having its office in India. In case of consortium all the members should either be a company or partnership Firm or Individual.

AND

3.3.2 Financial Criteria

In case of consortium the financial criteria shall be satisfied jointly by all the members of the consortium.

- a. Should have a Net worth of minimum **Rs. 5,00,00,000 (Rupees Five Crore only)** as per the audited annual report and balance sheet statements for Financial year 2012-13
- b. Should have an annual average turnover of **Rs. 12,00,00,000 (Rupees Twelve Crores only)** in last three years(Financial Year 2010-11, 2011-12, 2012-13) as per audited annual report and balance sheet statements and certified by the Statutory Auditor.

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

AND

3.3.3 Technical Criteria:

- a) The Bidder should have successfully completed a work of supply, installation and commissioning of permanent attraction 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 60 m length in India or abroad in last 5 years (F.Y 2009-10, 2010-11, 2011-12, 2012-13, 2013-14).** The project shall be presently operational.

AND

- b) The Bidder should have completed Operation and Maintenance, for atleast 2 consecutive years, One project as permanent attraction with musical fountain and multimedia laser show on water screen with a show time of atleast 10 mins everyday in India or abroad during last 5 years **(F.Y 2009-10, 2010-11, 2011-12, 2012-13, 2013-14).** Ongoing O & M projects which are running for more then two year shall also be considered.

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 Consortium, each member should submit the documents required as per the eligibility criteria.
- d) Networth Certificate and Turnover Certificate from Statutory Auditor/Chartered Accountant as per Format VI & VII.
- e) Duly Notarised Project Completion Certificate(s) from client for eligible completed projects mentioned in **Clause 3.3.3 (a)**
- f) Copy of Operation and Maintenance Contract of the eligible project mentioned in **Clause 3.3.3 (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.
- g) A copy of the video CD/DVD for demonstrating relevant products with respect to Tender.
- h) Approved make of materials and specifications are mentioned in Section II of this RFP. 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 RFP (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 RFP document but is required for the commissioning. Note : The tender shall be not considered without the above details). In addition to signing complete RFP 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 proposal as per Clause 3.4 shall be part of contract document.**
- i) In addition to the other documents specified in this RFP, bidder or Lead Member of the Consortium shall submit the following documents:
 - i. Copy of PAN certificate
 - ii. Copies of VAT/CST Registration Certificates

3.3.5 In addition to above the Bidder shall satisfy the following criteria:-

- a) The Bidder shall be ineligible to submit a proposal, if the organization or in case of a consortium or joint venture, any of its constituents has been barred or blacklisted by any Central and/or State Government in India.
- b) Persons who are individually or institutionally in any manner involved with the selection/ screening process of the EOI /RFP and employees of NRDA / Naya Raipur Development Authority (NRDA), Raipur shall not be eligible for applying.
- c) **In case of consortium**
 - i. Lead member shall be a Individual /Company/ Firm incorporated in India
 - ii. **The total number of members should not be more than three. All the members shall be in the business of Musical Fountain / Light, Sound & Laser show since minimum period of 03 years. The details of the project completed by all the members of the consortium shall be given in format VI A.**
 - iii. The technical eligibility criteria shall be satisfied by any member of consortium.
 - iv. The Bidder must submit MOU clearly specifying the roles and responsibilities of each member and should also nominate the Lead member who satisfies the criteria for Lead Member specified in this RFP.
 - v. No change in the consortium shall be allowed throughout the contract period.
 - vi. The lead member shall collectively on behalf of the consortium shall be responsible for successful completion of the contract.
 - vii. In case the bidder or consortium member is an entity from outside India then the certificates shall be in English duly notarized. Translated copy shall also be notarized.
 - viii. For the purpose of financial eligibility criteria the Conversion of US dollar to rupee the conversion rate shall be 1USD=Rs.60. For any other currency, it should be first converted to US dollar at the rate published by International Monetary fund on 31 March 2014.

3.4 Technical Proposal

3.4.1 Contents of Technical Proposal

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 RFP .

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 105 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 RFP document but is required for the commissioning, Note : The tender shall be not considered without the above details).

The Technical Proposal shall not include any Financial Proposal details.

3.5 Selection Process

- a. **The Bidders meeting the criteria set out in Clause 3.2 shall be declared as the Responsive proposals. The Bidders not meeting the criteria set out in Clause 3.2 shall be declared as Non Responsive Proposals.**
- b. As part of the evaluation, the Part I Submission shall be checked for responsiveness and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.
- c. Those who qualifies the eligibility criteria as per Para 3.3 shall be invited for making of the presentation in front the committee formulated by NRDA. As part of the presentation such invited bidders shall present their complete proposal with a five minutes simulation of the project such that the committee gets a clear picture of fountain formation, various fountain effects. light effects, any other features as deemed fit by the bidders etc. proposed by the bidders. **The submission made details shall form the part of contract document.**
- d. **The committee shall adopt PASS/FAIL Methodology to evaluate the presentation made by the bidder. Financial bid of only those bidders who have passed the presentation as stated above shall be opened.**
- e. **The Bidder whose financial bid is lowest (L1) shall be selected as preferred bidder.**
- f. NRDA reserves the right to reject any Proposal, 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 Proposal.
- g. Notwithstanding anything contained in this RFP, NRDA reserves the right to accept or reject any Proposal, or to annul the Selection process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.

3.6.1 Award of Contract

1. In the event of acceptance of the Proposal 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 Proposal has been accepted.
2. The Successful Bidder shall submit performance guarantee of 5% of contract amount in the form of bank guarantee for the period upto completion of contract period and execute 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 Proposal Evaluation

Proposals 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 Proposals 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 Proposals 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 Proposal; 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 Proposal, 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

1. INTRODUCTION

Rajdhani (Rakhi) Lake is the one of the prominent lakes of Naya Raipur, located bang opposite New Mantralaya Building (Capitol Complex). It can be reached within 30-40 minutes from the thane city center. NRDA plans to make this lake as a tourist destination.

Multimedia Laser shows are true entertainment experience and are a unique and innovative concept. 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 presentation of a scientific demonstration.

Multimedia Laser Shows on Water Screen are 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 like entertainment, site promotion also for specific custom events.

Naya Raipur Development Authority 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.

2. SCOPE OF WORK

Time for successful commissioning of the project is 105 days from the date of execution of the contract agreement.

The broad scope of work is to Design, Supply, Installation, Commissioning and Comprehensive Operation and Maintenance for 5 years of FLOATING SYNCHRONISED DANCING WATER PATTERNS ON NON METTALIC FLOATS, FLOATING PROJECTION ROOM SEAMLESSLY INTEGRATED WITH WHITE COLOURED BEAM PROJECTOR AND VIDEO PROJECTOR SHOW ON HIGH DEFINITION JET TYPE AND CENTER FED AQUA SCREEN AT RAJDHANI (RAKHI) LAKE, SECTOR 19, NAYA RAIPUR, CHATTISGARH, INDIA with following specifications:

The Financial bid should be in strict compliance to these specifications:

1. Show Elements:

Sl. No.	Show Elements	Specifications
1.	Floating Synchronized Automated water patterns	As per the specs mentioned in point B and C below.
2.	Over all span of water features	90 -95 m
3.	Floating Aqua Screen	9m x 27m

4.	No. of Nozzles	Minimum 500
5.	Video Projector	1 no. of 20,000 lumens
6.	RGB Beam	2 no. of 10W RGB
7.	Type of Fountain System	Combination of Solenoid and Direct Driven system, with minimum 20% direct driven system.
8.	Floating Water patterns during day time	9 nos Cascade jets to run in the day-time to be a part of the floating musical fountain. These nine jets should also have the provision for running in the evening with lights when there is no water effects show.
9.	Floating Projection room	For housing the projectors
10.	Comprehensive operation and maintenance	For 5 years from the date of successful commissioning of the project.

2. Specification of the Synchronized dancing water patterns:

- 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 between 90 . 95 metre
- ii. Minimum Height of aqua effects: 20m
- iii. Number of nozzles: Minimum 500
- iv. The water patterns should be synchronised 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.
- v. 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 colours. The features should comprise of a computerized control system . software specifically written for controlling and synchronising the water features.
- vi. The floating synchronised dancing water features should comprise of fast high speed acting jets which can form a high definition screen.

3. Water Effects: Minimum 200 effects including but not limited to the following effects

Sl. No.	Description
I.	Ultra fast Action Jet
II.	Center Jet
III.	Sunburst Jet
IV.	Single Oscillating
V.	Moving Arch
VI.	Arch Jet
VII.	Cascade Jet
VIII.	Mist effect
IX.	UFO
X.	Lotus Flower
XI.	Grand Windmill
XII.	Water Volcano
XIII.	Colored Rainbow
XIV.	Peacock

4. **Pump:** As required for fountains using combination of solenoid and direct driven formations under independent channel control required for the pressure to create specified water effects to precision.
5. **Pipes:** The bidder must use **GI pipes**. Class B of Jindal / TATA .
6. **Light Fixtures:** Minimum 580 nos. of LED lights fixtures (12V, 21W combination of 283 nos. RGB and 297 nos. White). Light body and cover ring made from SS with LED driver housed inside the fixture itself. Light body should be totally waterproof (IP 68) with LED lights of 12V, 21w combination of RGB and White.
7. **Control System:** PC with software.
8. **Pre-programmed music:** 40 minutes

9. **Sound System:** 4 nos. of 2000 W RMS Amplifier with 10 nos. of 800W speakers alongwith the voltage stabilizer
10. **Electrical panel:** Incoming mains, contactors, overload relays, voltmeter, ammeter, indicating lamps, etc.
11. **Power Back-up:** 100% power back up by way of DG set for a period of atleast 90 minutes per day for 365 days in a year throughout the Contract period

12. Features of RGB Beam Projectors

The RGB beam projectors are on the cutting edge technology, the outstanding features of which are:

- Very low power consumption so they can be run off a single phase supply,
- No water cooling required,
- Brilliant range of colours (theoretically 16.8 million colours),
- Compact, robust, easy to install.
- Multicolor and computer controlled.
- Pangolin (USA) or Laser World, switzerland white light beam projector system programmable and operating control using ILDA protocol

13. Aqua Screen Size : 9mx27m

14. 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.

15. Content and Art Production:

Visualizing the content as per the concept with consultation of NRDA.

- a. Production Installation, testing & commissioning Production of three different subject based thematic show with light sound & laser of duration of minimum 40 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. The content need to be changed every six months of operation and it should be made with minimum two versions so that same can be changed after given interval of time splits as directed by NRDA

16. 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 and control room will be in scope of NRDA.

17. Modifications/ Alterations:

- a. After the show is soft commissioned, the same will be reviewed by NRDA. Suggestion in the concept/integration, voice and etc. received from NRDA same need to be incorporated before the show is finally commissioned.

18. Water and filtration

The Bidder/ Contractor shall use the water from the lake of the proposed project. The Bidder/Contractor shall necessarily have to provide proper filtration system at its own cost such that the debris should not accumulate in the system affecting the head pressure , flow charecteristics and in turn affecting the fountain effects.

19. Construction and Make of Materials

Sl. No.	Particulars	Make of materials/Specifications
1	Nozzles	Brass, bronze, stainless steel , aluminum alloy-epoxy coated of Premierworld /Waterworks /Wet Design
2	Light bodies	Light body and cover ring made from SS with LED driver housed inside the fixture itself. Light body should be totally waterproof with LED lights of 12V, 21w combination of RGB and White. Premierworld /Waterworks/Wet Design
3	Water effects frame	Aluminium make . Jindal/Hindalco/Nalco
4	Pressure Manifold	Galvanised steel (Medium Class) . Jindal//Bhushan Steel/Tata
5	Grouting/Supporting Stands	Galvanised steel (Medium Class) . Jindal//Tata/Bhushan Steel
6	Grid Pipes	Aluminium make . Jindal/Hindalco/Nalco
7	Connecting Feeder Pipes	Steel (galvanized and/or epoxy coated). Heavy duty PVC, hydraulic hose
8	Control Valves	Gunmetal (ISI marked)
9	Solenoid Valves	Brass, gunmetal, stainless steel
10	Pumps	KSB/Grundfoss/ Kirloskar
11	Strainer	Stainless steel mesh
12	White coloured beam projector	Pangolin (USA) white light beam projector system programmable and operating control using ILDA protocol or Laser World, switzerland
13	Video Projection	DLP Projectors Christi, Barco
14	Show Control System	/Avolite/Martin M-PC V3/Showcad
15	LED Light Panels (RGB)	<ol style="list-style-type: none"> 1) LED light panel made of 2mm thick sheet steel enclosure, foot mounted type, epoxy powder coated (Siemens grey). Front doors are hingeable & lockable with the body. 2) Degree of protection . IP 68. 3) All cable entry from bottom. 4) All doors and gland plates have spongy rubber gasket. 5) Panel should have the rated main incoming TPN MCB (Make- MDS/ Siemens, L&T, Schneider), rated aluminium bus bar, digital/analogue ammeter and voltmeter with selector switch and every LED light channel protected by SP MCB (Make- MDS/ Siemens, L&T, Schneider) and operate through mini contactor (Make: Moeller / Schneider / GE) or PLA relay, 2 CO / 3 CO. Terminals (Elmex) and necessary rated SP MCB, make MDS/ GE/ Schneider for control circuit. 6) Transformer Chamber . It consists of step down rated KVA air cooled transformer (Make . Reputed) suitable for LED light.
16	LED Light Panels (White)	<ol style="list-style-type: none"> 1) LED light panel made of 2mm thick sheet steel enclosure, foot mounted type, epoxy powder coated (Siemens grey). Front doors are hingeable & lockable with the body . 2) Degree of protection . IP 68. 3) All cable entry from bottom. 4) All doors and gland plates have spongy rubber gasket. 5) Panel should have the rated main incoming TPN MCB (Make- MDS/ Siemens, L&T, Schneider), rated aluminium bus bar, digital/analogue ammeter and voltmeter with selector switch and

		<p>every LED light channel protected by SP MCB (Make- MDS/ Siemens, L&T, Schneider) and operate through mini contactor (Make: Moeller / Schneider / GE) or PLA relay, 2 CO / 3 CO. Terminals (Elmex) and necessary rated SP MCB, make MDS/ GE/ Schneider for control circuit..</p> <p>6) Transformer Chamber . It consists of step down rated KVA air cooled transformer (Make . Reputed) suitable for LED light.</p>
17	Solenoid valve panels	<p>1) Sol valve panel made of 2mm thick sheet steel enclosure, foot mounted type, epoxy powder coated (Siemens grey). Front doors are hingeable & lockable with the body.</p> <p>2) Degree of protection . IP 54.</p> <p>3) All cable entry from bottom.</p> <p>4) All doors and gland plates have spongy rubber gasket.</p> <p>5) Panel should have the main incoming feeder, bus bar chamber, instrument and component chamber and transformer chamber.</p> <p>a) Main incoming chamber consist of one number rated TP MCCB or MCB, (make: MDS / Schneider/ L&T / Siemens / GE / Equivalent).</p> <p>b) Bus bar Chamber consisting of rated current aluminium bus, with heat sink.</p> <p>c) Instrument Chamber consisting of digital / analogue Ammeter & Voltmeter with selector switches and phase indication lamp and necessary rated SP MCB, make MDS/ GE/ Schneider for control circuit. .</p> <p>d) Component chamber should have every channel protected by SP MCB, make . MDS / Siemens / Schneider/ L&T and every channel operated by the mini contactor (Make: Moeller / Schneider / GE) or PLA relay, 2 CO / 3 CO. Terminals (Elmex) are provided for every channel and necessary rated SP MCB, make MDS/ GE/ Schneider for control circuit.</p>
18	Power DB	<p>1) Made of 2 mm thick sheet steel enclosure, foot mounted cubicle type, epoxy powder coated (Siemens grey). Front doors are hingeable & lockable with the body.</p> <p>2) All cable entry from bottom.</p> <p>3) All doors and gland plates have spongy rubber gasket.</p> <p>4) Panels should have the main incoming feeder, bus bar chamber, instrument chamber, incoming cable termination chamber and out outgoing cable termination chamber.</p> <p>a) Main incoming feeder consisting of rated capacity TPN HRC fuse switch combination, make: Schneider/ L&T / Siemens / GE / Equivalent.</p> <p>b) Bus bar chamber consisting of rated capacity aluminium bus bar with heat sink, rated capacity CT, make AEE / Kappa.</p> <p>c) Instrument Chamber consisting of digital / analogue ammeter and voltmeter with selector switch, phase indicating lamp and required rated SP MCB, make Schneider/ L&T / Siemens / GE / MDS for control circuit</p>
19	Sound System	<p>Amplifiers: CROWN/ LabGruppen/QSC/BOSE</p> <p>Speakers(IP 68): JBL/QSC/BOSE/Tannoy/Renkus Heinz</p>
20	Audio/Video Cables	Bandridge/Extron/Kramer/Sommer

21	Electrical Cables	Universal/CCI/Gloster/Ravine Cable/Polycab/Finolex
22	Hardware	Plated or Galvanised steel
23	Electricity Supply	380- 440 volts, 3 phase, 50 cycles
24	Electrical Panel	Schneider / L&T / SIEMENS /ABB / CG /CNS
25	LED	Philips / OSRAM / CREE / NISHIJ
26	Light fixtures(IP 68)	Phillips/ Shudder/ Wipro

Note: 1. **Electrical Network System Shall be got approved from NRDA before procurement and installation.**

2. **All electrical fixtures shall be IP 68**

20. 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 ticketing, 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 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. O&M contract could be further extended on mutually agreeable terms.
- j. 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.
- k. 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.
- l. The facility shall run regularly without any failure every day as per the fixed schedule.
- m. It is proposed to hold The maximum of three shows per day of 40 Minutes of maximum 40 Minutes each.
- n. The show will be closed for one day every week such day shall be decided by NRDA.
- o. The facility shall run unhindered and the arrangement all the preventive maintenance shall be done by the Bidder throw out the O & M Period.
- p. The Maximum breakdown time allowed shall be in one day one occasion with maximum of six such occasions in an 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 occasion as mentioned in this clause.
- q. During course of comprehensive Operation & Maintenance, if contractor fails in attending the defects in the systems within 48 hrs, then in such case, for a delay of each day beyond 24 Hrs. an amount equivalent to one day of O & M payment shall be deducted from the quarterly O & M payment on proportionate basis.
- r. In case of non operation/malfunctioning of the facility for a period beyond the time as specified in point (p) above, the Bidder shall be levied a compensation equal to Rupees 20,000 per day for

such non operation/ malfunction this is subject 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. 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.

21. Ticketing

Shall be decided by NRDA at later stage and hence shall be out of scope of Bidder/ Contractor.

22. Work Schedule

The total time frame for completion of the project including successful commissioning is 105 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.

23. Insurance

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

24. Warranty of all Equipments

Warranty of all equipments should be in favor of NRDA.

25. Facilities to be provided by NRDA

- a. Electricity shall be provided by NRDA at the pump house inside the project premises. Contractor shall specify its electricity requirement to NRDA.
- b. Water supply shall be provided at one point inside the project premises. Contractor shall specify its annual water demand to NRDA.

26. Penalty due to delay in project commissioning

The project shall be successfully commissioned within 105 days.

Extension of time shall be granted by CEO, Naya Raipur.

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.

27. Approvals

All the approvals required for successful commissioning of the projects shall be the responsibility of the Bidder/Contractor.

28. 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.	Mobilisation Advance.	10%		Bank Guarantee from a schedule Bank to the extent of mobilisation Advance to be paid.
2.	On Design, Supply, Installation, testing & commissioning of the Computerised 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 90-95 metre made up of Brass, 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 90. 95 metre. 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 9m (H) x 27m (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>28.5%</u>	<u>28.5%</u>	
3	On Supply, installation and commissioning of 2 Nos. 10 W RGB laser and Supply installation and commissioning of Video Projector not less than 20000 lumens total light output of specified make, all complete as per requirement and Production Installation, testing & commissioning Production of three different subject based thematic show with light sound & laser of duration of minimum 20 minutes each using the laser beam animation, fountain formations and video projection system with available library production and approved script by NRDA all complete as per requirement.	17.32%	46.5%	
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	28.5%	75%	
5.	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
6.	During Second year of Operation and Maintenance Note : The security deposit will be refunded after successful O & M at the end of 2 nd year of maintenance.	4%	83%	Shall be paid in Second year of O & M in equal Quarterly installment.

7.	During Third year of Operation and Maintenance	5%	88%	Shall be paid in Third year of O & M in equal Quarterly installment.
8.	During Fourth year of Operation and Maintenance	6%	94%	Shall be paid in Forth year of O & M in equal Quarterly installment.
9.	During Fifth year of Operation and Maintenance Note : Performance guarantee will be returned at the end of contract period including O & M.	6%	100%	Shall be paid in Fifth year of O & M in equal Quarterly installment.

- NOTE:**
1. Mobilisation advance shall be adjusted proportionately from the payments made under stage 2, 3 & 4.
 2. The break up of the payment under stage 2, 3 & 4 shall be as follows: -
 - A. 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.
 - B. 20% of the amount shall be paid under each stage on installation and testing of the work specified in the respective stage.
 - C. Balance amount on successful commissioning of the complete project.
 3. Any further break up of payments, if required, shall be decided by CEO, NRDA.
 4. Commissioning of the project means commissioning of all the systems together such that project is operational in all respects.
 5. All payment shall be made in Indian Rupees. In case of Consortium all payments shall be made to Lead Member.
 6. All the statutory deductions and deductions as per the contract condition shall be made from each running bill.
 7. The expenditure made by the contractor on diesel for DG set shall be reimbursed by NRDA, during O & M period. However, no other payment shall be made on account of O & M.

B. PERFORMANCE GUARANTEE & SECURITY DEPOSIT

1. At the time of execution 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 Scheduled commercial bank in the format attached. The Bank Guarantee shall remain valid throughout the contract period. The Performance Security will be released after successful performance of the contractual obligation (i.e. after the completion of O & M period.)
2. The security deposit of 10% (Ten 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). Such security deposit shall be released after successful completion of 2nd year of O & M period.

SECTION – IV

Format – I

Letter of Proposal

Dated:

The Chief Executive Officer (CEO)

Naya Raipur Development Authority
Mantralaya, Near Mahanadi Bhavan, Capital Complex,
Sector-19, Naya Raipur 492 002, Chhattisgarh

Sub: Proposal 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 of 5 Years, at Rajdhani (Rakhi) Lake, Sector 19, Naya Raipur, Chhattisgarh, India

Dear Sir,

1. With reference to your RFP document dated *****, I/we, having examined the Proposal Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.
2. All information provided in the **Proposal** 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 Proposal.
4. I/ We acknowledge the right of the Authority to cancel the Selection process at any time or to reject any Proposal 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 Proposal 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 RFP 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 request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf 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 a/ any other firm submitting a Proposal for the Project.
9. I/ We further certify that in regard to matters relating to Proposal 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 Proposal Due Date.
13. The Financial bid has been quoted by me/us after taking into consideration all the terms and conditions

stated in the RFP, General Conditions of contract.

14. I/We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP 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 Proposal

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 Proposal for _____ (“the Project”) , by the, (NRDA) (the %Authority+) including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Proposals 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 Proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal 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)

[Notarised]

(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 notarised in the jurisdiction where the Power of Attorney is being issued.*

Format - III

Power of Attorney for Lead Member

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise 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 Proposal for _____ (“the Project”) , by the,(NRDA) (the %Authority+) including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Proposals' 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 Proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal 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)

[Notarised]

(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 legalised by the Indian Embassy and notarised 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/Consortium Member

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 Member

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 consortium member 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 1USD=Rs.60. For any other currency, it should be first converted to US dollar at the rate published by International Monetary fund on 31 March 2014 and the amount so derived in USD shall then be converted to Rupees at the aforesaid rate of 1USD=Rs. 60.

Format – IV-A**Lead Member Experience: Completed Projects Only**

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

Name of Lead Member:

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 Lead Member 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 Member

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 consortium member 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 1USD=Rs.60. For any other currency, it should be first converted to US dollar at the rate published by International Monetary fund on 31 March 2014 and the amount so derived in USD shall then be converted to Rupees at the aforesaid rate of 1USD=Rs. 60.

Format - V**Project Experience for Operation And Maintenance Projects Only**

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

Name of the Bidder/Consortium Member

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 Member

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 for the project for equal to or more than 2 years in last 5 years (5 years preceeding 31st May 2014. Projects without proof of experience shall not be considered for evaluation. In case the bidder or consortium member 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 1USD=Rs.60. For any other currency, it should be first converted to US dollar at the rate published by International Monetary fund on 31 March 2014 and the amount so derived in USD shall then be converted to Rupees at the aforesaid rate of 1USD=Rs. 60.

Format – VI

**Format for Annual Turnover as per the Audited Accounts towards
The Pre-Qualifying Experience**

(To be submitted by bidder / each member of consortium)

Name of Bidder/ Consortium Member:

Sr.No	Financial Year	Turnover in Indian Rupees(INR)
1	2012-13	
2	2011-12	
3	2010-11	
	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/Consortium Member

Signature of Lead Member (if bidder is consortium)

**Note: Submit Copy of Audited
Accounts/balance sheets for F.Y 2010-11, 2011-12 and 2012-13.**

In case the bidder or consortium 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 1USD=Rs.60. For any other currency, it should be first converted to US dollar at the rate published by International Monetary fund on 31 March 2014 and the amount so derived in USD shall then be converted to Rupees at the aforesaid rate of 1USD=Rs. 60.

Format - VI A

(On Letterhead of Lead Member)

**In case of consortium
Format for combined financial strength as per the Audited Accounts towards
The Pre-Qualifying Experience**

Sr. No	Financial Year	Turnover Consortium Member 1	Turnover Consortium Member 2	Turnover Consortium Member 3	Combined Turnover in Indian Rupees (INR)
1	2012-13				
2	2011-12				
3	2010-11				
	Average Turnover				

Signature of Lead Member

Format – VII

**Format for Networth as per the audited accounts
Towards the pre-qualifying experience**

(To be submitted by bidder / each member of consortium)

Name of Consortium Member/Bidder

Sr.No	Financial Year	Name of Bidder / Consortium member	Networth in Indian Rupees (INR)
1	2012-13		

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/Consortium Member

Signature of Lead Member (if bidder is consortium)

Note: Submit Copy of Audited Accounts/balance sheets for F.Y 2012-13

Networth 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 consortium 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 1USD=Rs.60. For any other currency, it should be first converted to US dollar at the rate published by International Monetary fund on 31 March 2014 and the amount so derived in USD shall then be converted to Rupees at the aforesaid rate of 1USD=Rs. 60.

Format – VII-A

(on the letterhead of Lead Member)

**Format for Networth as per the audited accounts
Towards the pre-qualifying experience**

Sr.No	Financial Year	Networth of Consortium Member 1	Networth of Consortium Member 2	Networth of Consortium Member 3	Combined Networth in Indian Rupees (INR)
1	2012-13				

Signature of Lead Member

Note: Submit Copy of Audited Accounts/balance sheets for F.Y 2012-13

Networth 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 consortium 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 1USD=Rs.60. For any other currency, it should be first converted to US dollar at the rate published by International Monetary fund on 31 March 2014 and the amount so derived in USD shall then be converted to Rupees at the aforesaid rate of 1USD=Rs. 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 Member

Format – IX

Technical Proposal

The Technical Proposal 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. 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 – X

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 %Tenderer+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 Tenderer, do hereby in terms of the Tenderer 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 Tenderer 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 Tenderer if the Tenderer 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 Tenderer 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 Tenderer or any other person and irrespective of whether the claim of NRDA is disputed by the Tenderer or not merely on the first demand from NRDA stating that the amount claimed is due to NRDA by reason of failure of the Tenderer to fulfill and comply with the terms and conditions contained in the Tender Documents including failure of the said Tenderer 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 Tenderer, 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 Tenderer 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 Tenderer to keep its Tender open during the Tender validity period set forth in the said Tender Documents, and the decision of NRDA that the Tenderer is in default as aforesaid shall be final and binding on us, notwithstanding any differences between NRDA and the Tenderer 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 Tenderer or the Bank or any absorption, merger or amalgamation of the Tenderer 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 Tenderer 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 Tenderer or to postpone for any time and from time to time any of the powers exercisable by it against the said Tenderer 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 Tenderer or any other forbearance, act or omission on the part of NRDA or any indulgence by NRDA to the said Tenderer 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 Tenderer 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 Tenderer 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 Authorised Signatory) (Official Seal)

Format – XI

Undertaking

(On Letterhead of bidder)

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 RFP.

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 RFP document but is required for the commissioning.

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

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

Volume - II	General Condition of Contract (DRAFT AGREEMENT)
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June - 2014

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 or consortium of more than one entity, means any of these entities, and %Members+ 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. %RFP+ means the Request for Proposal document in response to which the Bidder/Contractor's proposal 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 RFP.

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. RFP; 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 RFP 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:	Amit Katariya
DESIGNATION	Chief Executive Officer
ADDRESS :	Naya Raipur Development Authority Mantralaya, Near Mahanadi Bhavan, Capital Complex, Sector-19, Naya Raipur 492 002, Chhattisgarh
PHONE	+ 91 771 2511500
WEBSITE :	www.nayaraipur.com
E-MAIL ADDRESS:	ceo@nayaraipur.com

The Bidder/Contractor may designate one of its employees as Bidder/Contractor's Representative. Unless otherwise notified, the Bidder/Contractor's Representative shall be:

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 RFP 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 RFP 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 proposals 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 Proposals, 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 **Clause 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's 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 ~~FOR~~) at Volume 1 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. (Refer Annexure)

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 RFP 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's 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 RFP 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 **Clause**s 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 coverages 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 105 days from the date of Execution of Contract Agreement.

The payment Schedule shall be as per section II of Volume I of the RFP 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.
 4. 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. PERFORMANCE SECURITY, LIQUIDATED DAMAGES AND PENALTIES

7.1. Performance security

7.1.1. The Authority shall retain by way of performance Security (the ~~Performance Security~~), 5% (Five Percent) of tendered value to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in **Clause 7.2** and **clause 7.3** herein. The balance remaining out of the Performance Security shall be returned to the Bidder/Contractor at the end of contact period.

7.2. Liquidated Damages

7.2.1. Liquidated Damages for delay

In case of delay in submission of any deliverable, as specified in Annexure 1, 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 Security or otherwise. 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

7.2.2. Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, 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**.

7.3. 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 debaring 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 consultant. 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 RFP 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 Proposal 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/Contractors\$ 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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