

Naya Raipur Development Authority

In Front of Mahanadi Dwar of Mantralaya Raipur (C.G.)
Tel: 0771- 4066011, Fax: 0771-4066188, Email: ceo@nayaraipur.com

No.: 2256/337A/9-CEP/NRDA/2011

Raipur, dated 17/04/2012

Request for Proposal through Swiss Challenge Route For Selection of a Developer

For Supply, Installation, Commissioning, Operation, Management and Maintenance of Immersive Dome Projection System with Augmented Reality Projection for immersive experience at Naya Raipur and production of Full-dome films (The “Project”)

Naya Raipur Development Authority (NRDA), a Special Area Development Authority constituted by Government of Chhattisgarh for planning and development of Naya Raipur, has received a proposal for the development of the Project (the proposal received hereinafter referred to as the “Original Proposal” and the entity who has submitted the “Original Proposal” hereinafter referred to as “Original Proponent”). The Developer shall Supply, Install, Commission and Operate, manage and Maintain the project facility for a period of Two Years and Transfer it to NRDA after 2 years of operation.

2. NRDA invites proposals from eligible and intending bidders for the development of the project through Swiss Challenge Route. The proposals received shall be evaluated as set out in the RFP document. If on evaluation, a proposal is found technically equivalent or substantially better and is financially lower than the Original Proposal, the Original Proponent will be given the opportunity to match the said financial proposal and if the Original Proponent matches the said financial proposal, NRDA may consider awarding the Project to the Original Proponent. In case the Original Proponent is not able to match the lowest financial proposal, NRDA may consider awarding the Project to the bidder, submitting the lower financial proposal with equivalent or substantially better technical proposal.

3. In case, no proposal is received in response to this RFP within Proposal Due Date, NRDA may consider awarding the project to the Original Proponent. NRDA reserves the right to reject any/all proposal/s without assigning any reasons thereof.

Interested parties may download the Request for Proposal (RFP) document from NRDA's website www.nayaraipur.com and submit the proposals with prescribed documents and EMD so as to reach this office not later than 16:00 hrs of 30.4.2012.

Address for any communication and submission of Proposals:

NAYA RAIPUR DEVELOPMENT AUTHORITY

In front of Mahanadi Dwar of Mantralaya, Raipur 492 001, Chhattisgarh

Tel No: + 91 771 4066011; Fax No.: +91 771 4066188

E-mail: ceo@nayaraipur.com, psc@nayaraipur.com

**Chief Executive Officer
Naya Raipur Development Authority
Raipur, CG**

REQUEST FOR PROPOSAL

(Swiss Challenge Route)

**Selection of a Developer For
Supply, Installation, Commissioning, Operation,
Management and Maintenance of Immersive Dome
Projection System with Augmented Reality Projection for
immersive experience at Naya Raipur and
Production of Full-dome films**

RFP No. 2256/337A/9-CEP/NRDA/2011, Raipur, dated 17/04/2012



NAYA RAIPUR DEVELOPMENT AUTHORITY
In front of Mahanadi Dwar of Mantralaya, Raipur 492 001, Chhattisgarh
Tel No: + 91 771 4066011; Fax No.: +91 771 4066188
Website: www.nayarapur.com,
E-mail: ceo@nayarapur.com, psc@nayarapur.com

Disclaimer

The information contained in this Request for Proposal ("RFP") document provided to the Bidder(s), by or on behalf of Naya Raipur Development Authority (NRDA) or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder may require. NRDA 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 the RFP, the bidding documents or the bidding process, including any error or mistake therein or in any information or data given by NRDA. This RFP document may not be appropriate for all persons, and it is not possible for NRDA, its employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. NRDA, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

NRDA may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

A. Schedule of Bidding Process

NRDA would endeavour to adhere to the following schedule during the Bidding Process:

Sr. No.	Event Description	Date
1	Last date of receiving queries	26.04.2012
2	Time, Date and Venue of Pre-Proposal Conference	Time: From 11:45am Date: 26.04.2012 Venue: Office of NRDA, in front of Mahanadi Dwar of Mantralaya, DKS Bhawan, Raipur
3	Last date of submission of Proposal (Proposal Due Date)	Upto 16:00 hrs on 08/05/2012
4	Opening of Technical Proposals	On Proposal Due Date at 17:00 Hrs or thereafter
5	Opening of Financial Proposals	Shall be intimated later

B. Instructions to Bidders

1. Naya Raipur Development Authority (NRDA) is a special area development authority, constituted by Government of Chhattisgarh under the Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973 for the planning and development of Naya Raipur.
2. The first phase development of Naya Raipur is well in progress. As part of development activities, NRDA is also developing recreational and informative facilities in Naya Raipur. NRDA envisages to develop a facility of Immersive Dome Film Projection, which would provide Immersive Experience with Augmented Reality to the spectators.
3. NRDA has received a proposal for the development of the Project (the proposal received hereinafter referred to as the "Original Proposal" and the entity who has submitted the "Original Proposal" hereinafter referred to as "Original Proponent"). NRDA invites detailed proposals from eligible and intending bidders for the development of the project through Swiss Challenge Route. The minimum eligibility criteria are set out in Clause 1 of Section C below. The detailed scope of work is set out in Appendix-F.
4. The proposals received through Swiss Challenge method shall be evaluated as set out in the RFP document. If on evaluation, a proposal is found technically equivalent or substantially better and is financially lower than the Original Proposal, the Original Proponent will be given the opportunity to match the said financial proposal and if the Original Proponent matches the said financial proposal, NRDA may consider awarding the Project to the Original Proponent. In case the Original Proponent is not able to match the said financial proposal, NRDA may consider awarding the Project to the bidder, submitting the lower financial proposal with equivalent or substantially better technical proposal. In case, no proposal is received in response to this RFP within Proposal Due Date, NRDA may consider awarding the project to the Original Proponent. NRDA reserves the right to reject any/all proposal/s without assigning any reason thereof.
5. The successful bidder shall be required to Supply, Install, Commission and Operate, Manage and Maintain the project facility for a period of Two Years and Transfer it to NRDA after 2 years of operation. The Successful Bidder shall be required to enter into an Agreement with NRDA and the draft of the same is set out in Appendix-H.
6. The Proposals received from eligible Bidders shall be evaluated on the basis of the criteria set out in this RFP document. Each Bidder shall submit a maximum of one (1) Proposal for the Project, in response to this RFP document. Any Bidder who submits more than one Proposal

for the Project shall be disqualified. The Bidder shall be a single Business Entity, as defined in Section C – Evaluation. No consortia shall be allowed. However the successful bidder may engage sub contractor/s as provided in the RFP. The Bidder shall also be responsible and shall pay for all of the costs associated with the preparation of its Proposal and its participation in the bidding process.

7. At any time prior to the Proposal Due Date, NRDA may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFP document by uploading the Addenda or Modified RFP, as the case may be on its website www.nayaraipur.com

8. The Proposal shall remain valid for a period not less than 180 days from the Proposal Due Date (Proposal Validity Period). NRDA reserves the right to reject any Proposal, which does not meet this requirement.

9. **Earnest Money Deposit (EMD)**

9.1 Proposal should necessarily be accompanied by an Earnest Money Deposit for an amount of Rs.2,00,000/- (Rs. Two Lakhs only) in the form of a Demand Draft in favour of Chief Executive Officer, Naya Raipur Development Authority, from any scheduled bank, payable at Raipur. A proposal without the EMD shall not be considered.

9.2 EMD shall be returned to the unsuccessful Bidders within a period of two (2) weeks from the date of signing of the Agreement between NRDA and the Successful Bidder. EMD submitted by the Successful Bidder shall be adjusted with Performance Security of Rs, 5,00,000/- (Rs. Five Lakhs only) which shall be released upon successful completion of the project.

9.3 EMD shall be forfeited in the following cases:

- a) if any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and
- b) if the successful Bidder fails to execute the Agreement within the stipulated time or any extension thereof provided by NRDA.

10. **Clarifications**

A prospective Bidder requiring any clarification on the RFP document may notify NRDA in writing to the address, as specified in Clause 13.3. The Bidders should send in their queries latest by the **Last Date for Receiving Queries** mentioned in the Schedule of Bidding Process

(Section A). NRDA may upload its responses without mentioning their sources in its website, issue an addendum / corrigendum or may issue a Modified RFP document, as the case may be, at its sole discretion.

11. **Format and Signing of Proposal**

11.1 The Bidder would provide all the information as per this RFP document. NRDA would evaluate only those Proposals that are received in the required format and are complete in all respects. Each Proposal shall comprise the following:

A. Part I Submission

- a. Covering letter in the format set out in Appendix A
- b. Details of the Bidder in the format set out in Appendix B
- c. Power of Attorney as per Appendix C, authorising the signatory of the Proposal to commit the Bidder
- d. Technical Proposal comprising
 - i. Project Data Sheets in the format set out in Appendix D, with supporting proof as indicated in Section C
 - ii. Approach to the methodology in Appendix E
- e. Earnest Money Deposit

B. Part II Submission

Financial proposal in the format as set out in Appendix G. The Financial Proposal of the Bidder shall be the lump sum amount which the Bidder proposes to charge for undertaking the Project. The Financial Proposal is inclusive of all license fee, royalty etc. and all out pocket expenses incurred by the bidder towards travel, documentation and communication and should also be inclusive of all taxes including the Service Tax.

11.2 The Bidder shall seal the Part I Submission and the Part II Submission separately in two envelopes, duly marking the envelopes as "PART I SUBMISSION" and "PART II SUBMISSION". These envelopes shall then be sealed in a single outer envelope.

11.3 The Bidder shall prepare (1) one original and (1) duplicate of the Proposal, in soft version in CD Rom and shall clearly marked "ORIGINAL" and "SOFTCOPY" respectively. In the event of any discrepancy between the original and the duplicate, the original shall prevail.

11.4 The Proposal shall be typed and printed in indelible ink and each page shall be initialled by the authorised signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialled by the person, signing the Proposal.

12. **Sealing and Marking of Proposal**

12.1 The Bidder shall seal the original and duplicate of the Proposal in separate envelopes, duly marking the envelopes as "ORIGINAL" and "SOFTCOPY". The envelopes shall then be sealed in a single outer envelope.

12.2 Each of the envelopes, both outer and inner, must be superscribed with the following information:

- a. Name and Address of Bidder
- b. Contact person and phone numbers
- c. Name of project: "Selection of Developer for Supply, Installation, Commissioning, Operation, Management and Maintenance of Immersive Dome at Naya Raipur and Full-dome film production with Augmented Reality Projection for immersive experience"

12.3 All envelopes shall be addressed to:
Chief Executive Officer
Naya Raipur Development Authority
Gate No.2, DKS Bhawan, Mantralaya
Raipur - 492001
Phone: 0771 – 4066011

12.4 If the envelope is not sealed and marked as instructed above, NRDA assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of NRDA, be rejected.

12.5 The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder's own risk. It shall be deemed that by submitting a Bid, the Bidder

- a) Made a complete and careful examination of the bidding documents and is aware of the Swiss Challenge Route, set out in this RFP, for selection of the Bidder;
- b) Requested and received all relevant information from NRDA;
- c) Satisfied itself about all matters, things and information necessary and required for submitting an informed Bid, execution of the Project in accordance with the TOR and draft contract and performance of all of its obligations there-under;

- d) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters related to the proposed Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from NRDA; and
- e) Agreed to be bound by the undertakings provided by it under and in terms hereof.

12.6 It shall be deemed that prior to the submission of the Proposal, the Bidder has:

- a. made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
- b. received all such relevant information as it has requested from NRDA; and
- c. made a complete and careful examination of the various aspects of the Project;

12.7 NRDA shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

13. **Proposal Due Date**

13.1 Proposals should be submitted before 16:00 hours IST on Proposal Due Date as indicated in the Schedule of Bidding Process, at the address provided in Clause 12.3, in the manner and form as detailed in this RFP document. Proposals submitted by either facsimile transmission or telex will not be accepted.

13.2 NRDA may, in exceptional circumstances, and at its sole discretion, extend the Proposal Due Date by issuing an Addendum.

14. **Opening of Proposals and Clarifications**

14.1 NRDA would open the Part I Submission of the Proposals on Proposal Due Date and would evaluate the proposals for short-listing the qualified bidders. The Part II Submission of the qualified Bidders shall be opened after intimation of the date, time and venue of such opening.

14.2 Any Proposal not submitted on time or which does not contain the information/documents, as set out in this RFP document, shall be rejected.

14.3 To facilitate evaluation of Proposals, NRDA may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

15. **Evaluation**

- 15.1 The criteria for eligibility, qualification, evaluation and selection of Bidders are set out in Section C.
- 15.2 As part of the evaluation, the Part I Submission shall be checked for responsiveness with the requirements of the RFP 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.
- 15.3 The Part I Submission would be considered to be responsive if it meets the following conditions:
- a. It is received by the Proposal Due Date including any extension thereof.
 - b. It is signed, sealed and marked as stipulated in Clause 11 and Clause 12.
 - c. It contains all the information and documents including EMD as requested in the RFP.
 - d. It contains the Power of Attorney, in the format specified in this RFP
 - e. It contains information in formats specified in this RFP.
 - f. It commits the validity period as set out in Clause 8.
 - g. It provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by NRDA without communication with the Bidder). NRDA reserves the right to determine whether the information has been provided in reasonable detail.
 - h. There is no inconsistency between the Proposal and the supporting documents.

A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

- i. which affects in any substantial way, the scope, quality, or performance of the Project, or
 - ii. which limits in any substantial way, inconsistent with the RFP, NRDA's rights or the Bidder's obligations under the Agreement, or
 - iii. which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals
- 15.4 The responsive Proposals shall be evaluated as per the criteria set out in Section C.
- 15.5 Swiss Challenge Method would be adopted for selection of Developer for the Project, which has been more fully described in Section C of this RFP document.
- 15.6 NRDA reserves the right to reject any Proposal, if:
- a. at any time, a material misrepresentation is made or discovered; or

- b. the Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.
- 15.7 In the event of acceptance of the Proposal of the Proponent, received under this RFP, with or without negotiations, NRDA may consider to declare the Proponent as the Successful Proponent. NRDA will notify the Successful Proponent through a Letter of Award (LoA) that the Proposal has been accepted.
16. The Successful Proponent shall execute the Agreement within one week of the issue of LoA or within such further time as NRDA may agree to in its sole discretion.
17. Failure of the Successful Proponent to comply with the requirements of Clause 16 shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD. In such an event, NRDA reserves the right to
- a. either invite the next best Bidder, including the Original Proponent for negotiations
- or
- b. take any such measures as may be deemed fit in the sole discretion of NRDA, including annulment of the bidding process.
18. Notwithstanding anything contained in this RFP, NRDA reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.

C. Evaluation

1. Eligibility Criteria

- 1.1 The Bidders eligible for participating in the Project shall be a single Business Entity. For the purpose of this RFP document, a Business Entity shall mean a sole proprietorship firm¹ / registered partnership firm² / a company³ registered in India under the Companies Act 1956. No consortia of firms shall be allowed.
- 1.2 Any entity, which has earlier been barred by the NRDA, Government of Chhattisgarh (GoC), or any other state government in India (SG) or Government of India (GoI), or any of the agencies of GoC/SG/GoI from participating in its projects and the bar subsists as on the Proposal Due Date, would not be eligible to submit a Proposal.
- 1.3 The Bidder should have successfully provided –
- (a) Vending services for at least two immersive domes and at least two Augmented Reality (AR) Projects;
 - (b) Should hold IP (immersive dome and AR) on the technology to be deployed or should be legal licensee of the IP itself or through any associate or partner;
 - (c) Should have a team of personnel having technical qualifications associated with immersive dome and AR technology and film production and post production, The team should include domain experts having at least 10 years experience in tourism promotion/marketing
- 1.4 A bidder having experience in working on similar projects with central/state Government or International agencies such as you UN, WHO, IMF, ADB etc. shall be given additional scores.

¹ A Sole Proprietorship firm should furnish either the Sales/VAT/Service tax or IT returns for the last two financial years as proof of identity.

² A registered partnership firm should furnish registration certificate under the registrar of firms and the partnership deed executed between the partners as proof of identity.

³ A company should furnish certificate of incorporation and memorandum of association as proof of identity.

2. **Proposal Evaluation: Part I Submission**

- 2.1 The Part I Submission of the Proposal would first be checked for responsiveness with the requirements of the RFP (Stage I Evaluation).
- 2.2 In case the Proposal is found to be responsive, the Technical Proposal of Part I Submission would be evaluated (Stage II Evaluation).
- 2.3 The Part I Submission would be evaluated on the various aspects set out in Clause 3 of this Section C. As part of the evaluation of the Technical Proposal, NRDA may also request the Bidder to submit clarifications. The Bidder is required to make presentation to NRDA on its Technical Proposal.
- 2.4 The Part II Submission shall be opened for evaluation of those bidders, who achieves score equal or more than that of the Original Proposal in Stage II evaluation of Part I Submission. The evaluation of the Part II Submission would be taken up only after the contents of the Technical Proposal are found to meet the requirements of this RFP. NRDA reserves the right to reject the Proposal of a Bidder without opening the Part II Submission if, in its opinion, the contents of Part I Submission are not substantially responsive with the requirements of this RFP.
- 2.5 Part II Submission shall be opened in the presence of the Bidders or their representatives who would choose to remain present, who have met the requirements of Stage I and Stage II evaluation.

3. **Scoring Methodology: Part I Submission (Technical Proposal)**

- 3.1 The total maximum point for evaluation of Technical Proposal is **100** marks.
- 3.2 This score shall be based on an assessment of the Technical Proposal of the Bidder. The Technical Proposal for each Proposal submitted by the Bidder would be assessed through rating of various parameters set out in the table below:

S. No	Evaluation Criteria	Score
1	Specific experience of the bidder related to the Project	45
a	Experience in supply, installation, testing and commissioning of immersive dome	20

S. No	Evaluation Criteria	Score
	Two projects – 10 marks Three projects – 15 marks Four or more projects – 20 marks	
b	Experience in providing Augmented reality services Two projects – 7 marks Three projects – 10 marks Four projects – 13 marks Five or more projects – 15 marks	15
c	Experience in working on similar projects with central/ state Government or International agencies such as UN, WHO, IMF, ADB etc.	10
2	Adequacy of the proposed work plan and methodology	25
a	Methodology Statement and Approach	5
b	Scheduling / Work plan and resource commitment	10
c	Presentation on understanding of the project and (a) and (b) above, to NRDA	10
3	Qualification and Experience of the personnel in the team	30
a	Technical qualifications associated with immersive dome and AR technology and experience	5
b	Experience in domain of tourism promotion/marketing	10
c	Experience in Film production, Experience in conception and production of media programs for immersive spaces, Expertise in ultra-high-res (UHR) shooting and post production technologies for dome videos.	15
	Total	100

- 3.3 The Bidders shall submit Project Data Sheets as set out in Appendix D. The Project Data Sheets shall need to be accompanied with copies of work orders / agreements / service certificates from clients, as applicable, as proof of experience. Projects without proof of experience shall not be considered for evaluation.
- 3.4 The Bidder shall mention clearly the team members to be committed to the Project. The Bidder shall provide CVs of only the proposed team members and CVs of only those team members would be evaluated.
- 3.5 The score (P_e) for Technical Proposal would be the arithmetic sum of the marks assigned to the Bidders under each of the parameters listed above in Clause 3.2 of this Section C.
- 3.6 The Bidder is required to achieve a minimum score of 70 marks (Benchmark Score). The Bidders whose Technical proposals, after technical evaluation, could secure aggregate points 70 or more out of 100 points shall be declared as Technically Qualified bidders. Financial Proposal of Technically Qualified bidders shall be opened for evaluation (Stage III evaluation).

4. Opening And Evaluation Of Financial Proposals

- 4.1 All bidders, who achieved score equal or more than that of the Original Proposal in Stage II evaluation of Part I Submission shall be invited to attend the announcement of result of Technical Proposal Evaluation and the opening of financial proposal. The bidders/their representatives may choose to attend the opening of financial proposal.
- 4.2 After the announcement of scores of Technical Proposal Evaluation of all bidders, who achieved score equal or more than that of the Original Proposal in Stage II evaluation of Part I Submission, Financial Proposals of those bidders shall be opened.

4.3 Evaluation of Financial proposals

- 4.3.1 Financial proposals will be checked for computational errors or material omissions, and prices will be corrected and adjusted as necessary. In the case of material omissions, the cost of the relevant financial proposal will be increased by application of the highest unit cost of the omitted item as provided in the other submitted financial proposals.
- 4.3.2 The lowest financial proposal will be ranked first the next lowest financial proposal will be ranked second, and so forth.

- 4.3.3 If it is found that the Financial Proposal of the first ranked bidder is more than that of the Original Proponent, then the Original Proponent would be considered for declaring as Successful Proponent.
- 4.3.4 If it is found that the Financial Proposal of the first ranked bidder is less than the Original Proposal, then the Original Proponent will be given the opportunity to match the lowest financial proposal received through Swiss Challenge Route. The Original Proponent would be considered for declaring as Preferred Proponent, in the event the Original Proponent matches the lowest financial proposal.
- 4.3.5 In case the Original Proponent is not able to match the lowest financial proposal submitted by the first ranked bidder, the first ranked bidder would be considered for declaring as Preferred Proponent.
- 4.4 In case, no proposal is received, received through Swiss Challenge Route, within Proposal Due Date, the project may be considered for award to the Original Proponent. NRDA reserves the right to reject any/all proposals, received through Swiss Challenge Route, without assigning any reasons thereof.
- 4.5 The event of acceptance of the Proposal of the Preferred Proponent with or without negotiations, NRDA may consider to declare the Preferred Proponent as the Successful Bidder. NRDA will notify the Successful Proponent through a Letter of Acceptance (LoA) that its Proposal has been accepted.
- 4.6 The Successful Proponent shall execute the Development Agreement within the time stipulated in the LOA or within such further time as Client may agree to in its sole discretion. The Successful Proponent shall be termed as 'Developer' after execution of Development Agreement.
- 4.7 Failure of the Successful Proponent to execute the contract agreement within specified period shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD.
- 4.8 Notwithstanding anything contained in this RFP, NRDA reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.

Appendix A

Covering Letter

(On the Letterhead of the Bidder)

Date: _____

To

Chief Executive Officer

Naya Raipur Development Authority

Gate No.2, DKS Bhawan, Mantralaya

Raipur – 492001

Sub: Selection of a Developer for Supply, Installation, Commissioning, Operation, Management and Maintenance of Immersive Dome Projection System with Augmented Reality Projection for immersive experience at Naya Raipur and production of Full-dome films (Swiss Challenge Route)

Dear Sir,

1. Being duly authorised to represent and act on behalf of (hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of _____ (*Name of Bidder*) for the captioned Project in **one (1) original** and **one (1) duplicate** in soft version with the details as per the requirements of the RFP, for your evaluation. We confirm that our Proposal is valid for a period of 120 days from _____ (*insert Proposal Due Date*).
2. We also hereby agree and undertake as under:
 - i. Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RFP document provided to us.
 - ii. We understand that NRDA is not bound to accept any or all Bids it may receive
 - iii. We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Bidder

or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

- iv. We declare that we have disclosed all material information, facts and circumstances, which would be relevant to and have a bearing on the evaluation of our Bid.
3. We declare that in the event that NRDA discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our Bid from further participation in the Bid evaluation process and forfeit our EMD

Yours faithfully,

For and on behalf of (*Name of Bidder*)

Duly signed by the Authorised Signatory of the Bidder
(Name, Title and Address of the Authorised Signatory)

Appendix B

Details of Bidder
(On the Letter Head of the Bidder)

1.
 - (a) Name of Bidder
 - (b) Address of the office(s)
 - (c) Date of incorporation and/or commencement of business

2. Details of individual(s) who will serve as the point of contact / communication for NRDA with the Bidder:
 - i. Name :
 - ii. Designation :
 - iii. Company/Firm :
 - iv. Address :
 - v. Telephone number :
 - vi. E-mail address :
 - vii. Fax number :
 - viii. Mobile number :

Appendix C

POWER OF ATTORNEY
(On Stamp paper of relevant value)

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms.....
.....(name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for Supply, Installation, Commissioning, Operation, Management and Maintenance of Immersive Dome Projection System with Augmented Reality Projection for immersive experience at Naya Raipur and production of Full-dome films through Swiss Challenge Method, including signing and submission of all documents and providing information/responses to NRDA in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the _____ Day of _____ 2012

For _____

(Name and designation of the person(s)
signing on behalf of the Bidder)

Accepted

_____ Signature)

(Name, Title and Address of the Attorney)

Date:

Note:

- 1. To executed only if the Bidder is a Company or Partnership firm*
- 2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.*

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

Appendix D

Format for Project Data Sheet

Projects in which supply and / or services have been completed by the Developer

(Five Best Projects only in not more than 2 pages for each projects to be given in the following tabular format only)

S. No.	Description	Project Details
1	Project Name and Location	
2	Name and address of Client	
3	Brief Description of Project	
4	Brief Description of Actual materials supplied and services delivered:	
5	a) Specification of dome: b) Specification of projection facilities: c) Duration of Full-dome Film: d) Specification of Full-dome film: e) Whether it includes augmented reality f) Whether it includes immersive experience	
6	Name of Associated Firm(s) if any :	
7	Responsibilities of each of Associated Firm(s):	
8	Date of - a. commencement of supply and services b. completion of supply and services	
9	Approx Value of supply and Services:	
10	Is it a similar project?	Yes/No

Methodology Statement and Approach

Following are to be described by the bidders in this section:

- 1. Concept plan of the Project should be elaborated;*
- 2. Proposed approach and methodology for supply, installation, testing, commissioning and operation, management and maintenance of the Facility;*
- 3. Specification of Dome with detailed costing;*
- 4. Specification of software, hardware with detailed costing;*
- 5. Period of warranty for dome, hardware and other equipments;*
- 6. Technical Specification of the films to be produced with detailed costing;*
- 7. Details of manpower to be deployed during the period of operation, management and maintenance with costing*
- 8. Tentative Cost of Annual Maintenance Contracts required for hardware*
- 9. Details on requirement of power input*
- 10. Details of tentative costing of electric wiring, fire-fighting system, cost of landscaping etc.*
- 11. List of activities for routine maintenance work;*
- 12. Any other cost of operation, management and maintenance;*
- 13. Any other details;*

The details described in this section and specifications proposed by the successful bidder shall form a part of the Agreement and shall be binding on the Developer

Scope of Work for Supply, Installation, Commissioning, Operation, Management and Maintenance of Immersive Dome Projection System with Augmented Reality Projection for immersive experience at Naya Raipur and production of Full-dome films

1. BACKGROUND

Chhattisgarh, situated in the heart of India, is endowed with a rich cultural heritage and attractive natural diversity. Naya Raipur is being developed as a capital city for the State. Naya Raipur Development Authority intends to develop the subject facility to showcase the assets of the State through permanent showcase centre established in Naya Raipur. It is envisaged that an innovative and state-of-the-art technology facilitated showcase-centre be setup on a permanent basis.

The showcasing on the natural richness, ecological diversity and industrial development in harmony of the State is by showcasing key themes, including development of Naya Raipur by means of implementing next generation technology solutions to provide experience through key themes, such as, Vision for the state, overview of Naya Raipur development, culture and heritage of the State, wildlife, flora / fauna of the State etc. by means of implementing next generation technology solutions with name 'Experience Chhattisgarh'

2. The Scope of Work (SOW) shall include but not limited to the following-

2.1. Immersive Experience with augmented reality through Immersive Dome Projection:

The experience shall offer feeling to the audience that they are integral part of show; the audience can look around instead of looking onto a screen, which is envisaged to be achieved through Multi Projector that is an array of high-resolution multi-projector set-up used to produce re quality of videos & imagery.

Visitors inside a projection dome are envisaged to immerse completely into a film projection. An Experience dome, housing an immersive projection system, should give visitors a real life experience through ultra high-resolution videos of desired locations, 3D imagery and special effects. Through this medium visitors shall get a feel of actually being at these places, by the stunning visual effects that it creates. Video projectors should be able to project a 360° x 180° full-dome image inside the hemisphere

It should present stunning visual effects for an unforgettable experience to the audience with a 360-degree, high-definition visual experience. The entire inside surface of the geodesic dome shall become a canvas for projection. Multi-channel systems should deliver a vivid and

high-resolution image, capable of matching IMAX film quality. Surround audio, projection and interactive capabilities are also desired.

Augmented reality is a term given to any technology that overlays virtual information on the real world in real time. Augmented Reality brings together the real with the virtual world. It is therefore envisaged that the use Augmented Reality to showcase can create a unique experience. It is also envisaged that the required information shall be brought in a localized, customizable and interactive manner

2.2. FULL-DOME FILM PRODUCTION

Production of two full-dome films of image resolution of minimum 3k (3000 x 3000 pixel) is envisaged. Each cinema film frame should have 2 Mega pixel, each frame of a full-dome film should have 9 Mega pixel.

It is to be ensured by the Developer that in the postproduction stage of such a films special technologies like software tools for spherical postproduction, an advanced rendering farm and special trained artists, because they have to work in a spherical environment instead of a rectangular one are deployed.

3. DELIVERABLES

A. Principal Product Features

- (i) 20 to 25 min. Full-dome films
- (ii) 18m (60ft.) geodesic dome with inside projection screen
- (iii) Full-dome projection system with surround sound, inclusive of all equipments
- (iv) Complete seating arrangements, including supply and fixing of reclining chairs
- (v) Augmented Reality based demonstrations
- (vi) Complete electrical and fire fighting system

B. FILM PRODUCTION

Production of two 20 to 25 minute full-dome film to showcase the new capital city of the state as well as the various facets of the state including but not limited to social development plans, culture, heritage, history, flora, fauna etc.

Following are to be covered for the film production:

- (i) The full-dome film production
- (ii) Project management
- (iii) Producer and director
- (iv) Line producer in India
- (v) Shooting including costs for camera equipment

- (vi) Editing and full-dome compositing including all costs for artists and workstations
- (vii) Music
- (viii) Mixing
- (ix) Mastering and export as full-dome film

C. Tentative specification of GEODESIC DOME

- (i) Diameter 60 feet (18 meters)
- (ii) Height 30 feet (9 meters)
- (iii) Floor area 2,800 sq. feet (260 sq. meters)
- (iv) Doors 3
- (v) Standard Frame 1.66"galvanized steel
- (vi) Capacity (seated): 350 people
- (vii) heavy duty zinc-plated frame
- (viii) Opaque skin - one-piece outside / inside white
- (ix) ground-anchor- system
- (x) Corrosion free, weather and rain proof.
- (xi) The frames are made of standardized steel under the highest quality standards.
- (xii) The zinc-plated frame can be durable powder-coated in white. The skin is white, fungi resistant and naturally flame resistant to DIN 4102(B 1).
- (xiii) Including inliner vaccum projection screen
- (xiv) Floor provided by the customer as well as the preparation of the ground.
- (xv) Use of most modern skin types for the outer surface should underline the stability and weather resistance of the dome and structure. The standard design should be fungi-resistant. The construction should offer good exterior view, even during long-term placement.
- (xvi) The outer surface should be ideal for application of imprints or stickers, which can be individually shaped to portray even figures, which may be used for any promotional activity and displaying figures for campaigning. Individual light and air inlets may be a feature of the dome.
- (xvii) The dome-shaped interior with a spherical effect: It is envisaged that the basic construction of the frame would consist of connected poles screwed together at cross-points. The stability of the construction should allow controlled assembly of floodlights, moving lights, projectors or decorations. Frame coloration should be possible through powder coating, with the standard design.
- (xviii) Individual room partitioning using fixtures should be possible to create additional work surface; possibility of assembling a second floor should be available which can offer extra useable area.

D. PROJECTION SYSTEM

- (i) 5 + 1 channel projection system using >8000 ANSI Lumen full HD projectors
- (ii) Projection start at about 2 m height
- (iii) Projector stands
- (iv) Signal and control wiring for the projectors
- (v) Media control with operator tableau for power on / off system, start / stop / reset film
- (vi) 6-channel video playback system
- (vii) Rack for holding all the components
- (viii) Surround sound system
- (ix) Design & engineering
- (x) Set-up on site, commissioning and hand-over
- (xi) Training of local staff (1 day)

E. Other infrastructure within the Facility

- (i) Soft furnishing within dome
- (ii) Complete electrical wiring system
- (iii) Seating arrangement, including supply and fixing of seats
- (iv) All lighting systems
- (v) All sound proofing and sound absorbing systems
- (vi) Any other components required for proper functioning of the dome

4. PAYMENT STRUCTURE upto commissioning

S. No.	Description	% of total payment upto commissioning
1	Advance payment, against submission of Bank Guaranty of equivalent amount	40%
2	Completion of installation of Dome	10%
3	Approval on Full-Dome Film 1	10%
4	Approval on Full-Dome Film 2	10%
5	Successful commissioning of the facility	30%

The Bank Guarantee submitted for the advance payment of 40% of total payment shall be refunded after approval of two full dome films that is with the payment of fourth milestone, as indicated above. The advance payment bank guarantee shall be forfeited in the event the Developer fails to make and submit the two full-dome films up to the satisfaction of the Authority.

5. PAYMENT STRUCTURE during period of operation, management and maintenance

Fixed Monthly payment, as proposed in the Financial Proposal of the Developer and agreed by NRDA.

6. TIMELINES

S. No.	Description	Duration from
1	Design, supply, installation of dome with all equipments, including equipments for projection and sound, testing and commissioning including electric wiring, fire fighting system etc.	4 months from the date of execution of Agreement
2	Submission of two Full Dome Films	6 months from the date of execution of Agreement
3	Operation and Maintenance period	2 years from the date of commissioning of the facility
4	Providing training to NRDA personnel for operation and management	Within 18 months from the date of commissioning of the facility
5	Providing hands on training to NRDA personnel in operation and management and maintenance of equipments	From 19 th to 24 th months from the date of commissioning of the facility
6	Handing over of the facility complete with all hardware, software, film complete with master cut, which should be completely in order, functional and free from any defect, with all annual maintenance contracts which should remain valid of at least 6 months from the date of hand over	On the 2 nd anniversary of the date of commissioning of the facility

7. Operation and Maintenance period and providing training for operation

- (i) The Developer shall have the responsibility of complete operation, management, maintenance of the facility, including all equipments, dome structure, electrical system, ensure cleanliness within the dome, through deployment of trained engineers, technical personnel and house-keeping staff along with necessary tools, equipments and chemicals, till the 2nd anniversary of the date of commissioning of the Facility through deployment of manpower of requisite skills

- (ii) The Developer shall be responsible for ensuring safety of the Facility from fire and shall implement and maintain all necessary fire safety measures of highest standards, as per applicable guidelines
- (iii) The Developer shall also be responsible running the shows at the times specified by NRDA and also for selling of tickets at the rate fixed by NRDA. The revenue earned through selling of tickets, during the Operation and Maintenance period of 2 years from the date of commissioning of the facility, shall be retained of the Developer. The Developer shall carry out the process of selling of tickets at its cost, by deploying necessary equipments and trained human resources.
- (iv) The Developer shall provide training to the personnel, nominated by NRDA, in operation, management and maintenance of the Facility within 18 months from the date of commissioning of the facility and such personnel shall be provided hands on training in operation of the Facility from 19th to 24th months with continuous guidance of the Developer
- (v) The Developer shall ensure that water and power are used only for the facility. The Developer shall ensure no wastage and shall also ensure savings in usage of power and water, as per the best industry practices
- (vi) Providing security to the installation within the campus of the facility shall be responsibility of the Developer

8. Following will be provided by the NRDA during the Period of the Agreement:

- (i) Uninterrupted power supply
- (ii) Water supply
- (iii) Water and power bill will be borne by NRDA

9. Reporting obligation

The Developer shall submit to NRDA monthly progress reports, by the 5th day of every month showing the progress achieved during the previous month, up to the date of successful commissioning of the Facility.

During period of Operation, Management and Maintenance of the Facility, the Developer shall submit to NRDA by the 5th day of every month describing the following for the previous month, up to the date of successful handing over of the Facility:

- i. Numbers of tickets sold per show per day and revenue earned from selling of tickets
- ii. Electricity Bill certified by the Authorised Signatory
- iii. Water Bill certified by the Authorised Signatory
- iv. Copies of new insurances and any insurance renewed
- v. Any other information for NRDA, any event that needs attention of NRDA

- vi. Highlighting any issue which affected the operation of the Facility

10. Handing over of the facility

The Developer shall handover the entire Facility with all hardware and software along with their all warranty certificates, all licenses, including licenses for any software and intellectual property rights, if any required for operation of the facilities, to NRDA free of cost on the 2nd anniversary of the date of commissioning of the facility. On the date of handing over, the Facility should be completely in order, functional and free from any defect, with all annual maintenance contracts, security and house-keeping contracts, which should remain valid of at least 6 months from the date of handing over. Payment for such contracts for the 6 months from the date of handing over shall be reimbursed by NRDA on submission of original bills.

11. Activities those can be sub-contracted

Following are the activities which can be sub-contracted by the Developer; however, the Developer shall be responsible for the entire Project:

- (i) Security services
- (ii) Ticketing service
- (iii) House-keeping services
- (iv) Any Annual Maintenance Contract (AMC) required for any instruments / equipments

12. Development of site and civil works for the facility:

Following activities shall be executed by NRDA at its cost, in close co-ordination with the Developer:

- (i) Preparation of the ground: the ground shall be made with marble or granite floor finishing, which can withstand a high foot-fall and also offers good aesthetics.
- (ii) Plumbing, power supply network, sewerage network, drainage system within site, taking connection from the main supply line till the point of termination
- (iii) Construction of other civil and related works like, toilets, restrooms, ticketing booth, landscaping, lobby, reception etc. complementing the dome structure.

13. Maintenance works that will be carried out by NRDA during the period of operation by the Developer:

- (i) NRDA shall maintain the civil structure, constructed by it, water supply, sewerage, drainage, power supply, and landscaping,
- (ii) During the Operation and Maintenance period of 2 years from the date of commissioning of the facility NRDA shall supply water and electricity to the Facility and shall also bear the water, sewerage and electricity bill for the same

Format for Financial Proposal
(On the Letterhead of the Bidder)

Date: _____

To
Chief Executive Officer
Naya Raipur Development Authority
Gate No.2, DKS Bhawan, Mantralaya
Raipur – 492001

Sub: Selection of a Developer for Supply, Installation, Commissioning, Operation, Management and Maintenance of Immersive Dome Projection System with Augmented Reality Projection for immersive experience at Naya Raipur and production of Full-dome films

Dear Sir,

1. Having gone through this RFP document and Draft Agreement and having fully understood the scope of work and the methodology of selection using Swiss Challenge Method, being fully informed about the Project as set out in this RFP document we are pleased to quote the following fees for the Project for Supply, Installation, Commissioning, Operation, Management and Maintenance of Immersive Dome Projection System with Augmented Reality Projection for immersive experience at Naya Raipur and production of two Full-dome films, upto the satisfaction of NRDA and based on the themes decided by NRDA:

S. No.	Description	Indian Rupees	
		In figures	In words
1	Lump sum Fee for Supply, Installation, Commissioning, and production of Full-dome films with Augmented Reality Projection for immersive experience		
2A	Fixed Monthly payment Operation, Management and Maintenance of Immersive Dome at Naya Raipur fur duration of 2 years from the date of commissioning of the Facility		
2B	Sub-total: Sum of payments during the 2 years of Operation, Management and Maintenance of the		

S. No.	Description	Indian Rupees	
		In figures	In words
	Facility from the date of commissioning of the Facility [(2B)=(2A) x 24]		
Total Financial proposal for Supply, Installation, Commissioning, production of Full-dome films and 2 years of Operation, Management and Maintenance of the Facility [(1)+(2B)]			

2. We have completely understood the process of selection, set out in this RFP, which is as follows:
 - i. Our proposal is for development of the Project through Swiss Challenge Route.
 - ii. The proposals received shall be evaluated as set out in the RFP document.
 - iii. If on evaluation, a proposal is found technically equivalent or substantially better and is financially lower than the Original Proposal, the Original Proponent will be given the opportunity to match the said financial proposal and if the Original Proponent matches the said financial proposal, NRDA may consider awarding the Project to the Original Proponent and the EMD deposited by us shall be refunded to us without any further liability or obligation on the part of NRDA. In case the Original Proponent is not able to match the lowest financial proposal, NRDA may consider awarding the Project to the bidder, submitting the lower financial proposal with equivalent or substantially better technical proposal.

3. We also understand that In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation

4. We shall abide by the above offer/quote and terms condition of the RFP and all applicable laws, if NRDA selects us as the Preferred Proponent.

5. We further declare that:
 - i. The Financial Proposal is inclusive of all out pocket expenses to be incurred by the bidder towards travel, documentation and communication.
 - ii. The Financial Proposal is inclusive of all taxes including Service Tax, all royalties, rates, charges, license fees etc. but excluding the customs duty, if any, for importing goods,

Yours faithfully,

Selection of a Developer for Supply, Installation, Commissioning, Operation, Management and Maintenance of Immersive Dome Projection System with Augmented Reality Projection for immersive experience at Naya Raipur and production of Full-dome films **(Swiss Challenge Route)**

Signature of Authorised Signatory of the Bidder

(Name, Designation and Address of the Authorised Signatory)

Appendix H - Draft of Contract Form

Draft Agreement for Supply, Installation, Commissioning, Operation, Management and Maintenance of Immersive Dome Projection System with Augmented Reality Projection for immersive experience at Naya Raipur and production of Full-dome films

Between

.....

[name of Client]

and

.....

[name of Developer]

This AGREEMENT (hereinafter referred to as the "Agreement") is made on the _____ day of the month of _____20__ between, on the one hand, the NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA) having its office in front of Mahanadi Dwar of Mantralaya, Raipur, Chhattisgrah (hereinafter referred to as the "**the Authority**" which expression shall include their respective successors, unless the context otherwise requires)

And

On the other hand, _____, a _____, incorporated under _____ act, having its registered office at _____ (hereinafter referred to as the "**Developer**" which expression shall include their respective successors and permitted assigns).

Whereas,

- A. The Authority vide its Request for Proposal (RFP) for Supply, Installation, Commissioning, Operation, Management and Maintenance, as defined in this Agreement (hereinafter referred to as the "**Services**") for Supply, Installation, Commissioning, Operation, Management and

Maintenance of Immersive Dome at Naya Raipur and Full-dome film production with Augmented Reality Projection for immersive experience as defined in RFP document (hereinafter referred to as the "**Project**").

- B. The Developer submitted its proposals for the aforesaid work, whereby the Developer represented to the Authority that it had the experience and the required professional skills, and in the said proposals the Developer also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- C. The Authority, on acceptance of the aforesaid proposals of the Developer, awarded the Services to the Developer vide its Letter of Award (No. _____, dated _____ (the "**LOA**")); and
- D. In pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

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 Annexes;
- c) "Agreement Value" shall have the meaning set forth in Clause 6.
- d) "Additional Costs" shall have the meaning set forth in Clause 6.
- e) "Confidential Information" shall have the meaning set forth in Clause 3.3;
- f) "Conflict of Interest" shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;

- g) Authority means Naya Raipur Development Authority, a Special Area Development Authority constituted under the 'CG Nagar Tatha Gram Nivesh Adhiniyam, 1973' by Government of Chhattisgarh for development, operation and maintenance of infrastructure of Naya Raipur.
- h) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- i) "Expatriate Personnel" means such persons who at the time of being so hired had their domicile outside India;
- j) "Government" means the Government of Chhattisgarh
- k) "INR, Re., ₹ Or Rs." means Indian Rupees;
- l) "Personnel" means persons hired by the Developer or by any Sub Developer as employees and assigned to the performance of the Services or any part thereof;
- m) "Party" means the Authority or the Developer, as the case may be, and Parties means both of them;
- n) "Resident Personnel" means such persons who at the time of being so hired had their domicile inside India;
- o) "Services" means the work to be performed by the Developer pursuant to this Agreement, as described in the Scope of Work hereto;
- p) "RFP" means the Request for Proposal document in response to which the Developer's proposal for providing Services was accepted;
- q) "Scope of Work" means the work to be performed by Developer as mentioned in Schedule 1 to this Agreement;
- r) "Third Party" means any persons or entity other than the Government, the Authority, the Developer

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 hereto 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 with its schedules;
- b) RFP; and
- c) Letter of Intent

1.2 Relation between the Parties

Noting contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Developer. The Developer shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and Obligations

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

- a) the Developer shall carry out the Services in accordance with this provisions of the Agreement; and
- b) the Authority shall pay Fee to the Developer in accordance with this 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/ Bilaspur, Chhattisgarh 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, if any, in this agreement are for convenience and for 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 Developer, be given by facsimile and by letter delivered by hand/post to the address given and marked for attention of the Developer's Representative set out below in Clause 1.10 or to such other person as the Developer may from time to time designate by notice to the Authority provided that if the Developer does not have an office in Raipur it may send such notice by facsimile and by registered acknowledgement due, air mail, or by courier, fax or e-mail.
- b) in the case of the Authority, be given by facsimile and by letter delivered by hand/post 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 Developer; provided that if the Developer does not have an office in Raipur it may send such notice by facsimile and by registered acknowledgement due, air mail, or by courier, fax & e-mail.

1.8 Location

The Services shall be performed at the site required to accomplish the Scope of Work (SOW) task of the project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Developer.

1.9 Approval of Project

The Developer shall submit plan, layout, and design of the proposed Facilities with a detailed report of the same in the prescribed formats and shall submit those to the concerned Authorities and NRDA requesting approval.

The Project shall be designed, constructed, implemented and operated as per the Naya Raipur Development Plan 2031 and other applicable rules, acts and guidelines.

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 Developer, 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;

The Chief Executive Officer
Naya Raipur Development Authority (NRDA)
In front of Mahanadi Dwar of Mantralaya,
Raipur 492 001, Chhattisgarh

TEL NO: + 91 771 4066011

Fax No.: +91 771 4066188

E-MAIL: ceo@nayaipur.com with a c.c. to psc@nayaipur.com

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

Tel:

Fax

1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Developer shall pay all such 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 execution of this Agreement: (the "Effective Date").

2.2 Commencement of Services

The Developer shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Developer does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the Developer, declare this Agreement to be null and void, and in the event of such a declaration, the Performance Security of the Developer shall stand forfeited.

2.4 Expiration of Agreement

Unless terminated earlier pursuant to Clause 2.9 hereof, this Agreement shall expire when the Services have been completed and a period of 180 (One Hundred and Eighty) days has elapsed after all payments due under this Agreement, have been made.

2.5 Entire Agreement

- 2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modifications 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 Developer arising out of the provisions of the RFP shall continue to subsist and shall be deemed as part of this Agreement.

2.6 Modifications of Agreement

Modification of the terms and conditions of this Agreement may only be made by written agreement between the Parties hereof, however, each Party shall give due consideration to any proposals for modifications made by the other Party.

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, 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 agents employees thereof, 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.
- d) The Authority will decide the eventuality of Force Majeure which will be binding on both the parties.

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 fourteen (14) 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 minimise 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 Services as a result of an event of Force Majeure, the Developer shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period. Such expenses will be approved by the Authority. The Developer will have to provide proper justification and certificate from their auditors for such expenses on the format as may be decided by the Authority.

2.7.6 Consultation

Not later than thirty (30) days after the Developer has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, 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 Developer, without any obligation (financial or otherwise) suspends all the payments to the Developer hereunder if the Developer 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 Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Developer to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Developer of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than thirty (30) days' written notice of termination to the Developer, such notice to be given after the occurrence of any of the events specified as below, terminate this Agreement if:

- a) the Developer 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 herein above, within thirty (30) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b) the Developer becomes insolvent or bankrupt or enters into any agreement with its creditors
- c) for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or
- d) receivership whether compulsory or voluntary;
- e) the Developer fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- f) if the Developer fails to comply decision of the Authority.
- g) the Developer submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Developer knows to be false;
- h) Any illegal activities are carried out within the Facility during the Period of the Agreement
- i) The Project land is used for any purpose other than the construction of the Facility
- j) The Project is not constructed as per the approved plan, and the deviation is not remedied within the time period permitted by the concerned Authority
- k) any document, information, data or statement submitted by the Developer in its Proposals, based on which the Developer was considered eligible or successful, is found to be false, incorrect or misleading; or
- l) as the result of Force Majeure, the Developer is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.9.2 By the Developer

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

- a) the Authority is unable provide land for the facility within 90 days from the Effective Date
- b) the Authority is unable to convey comments or approval on the design and plans submitted by the Developer within 30 days from the submission of such plans, designs and drawings
- c) 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 Developer may have subsequently agreed in writing) following the receipt by the Authority of the Developer's notice specifying such breach;
- d) as the result of Force Majeure, the Developer is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- e) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4, 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 Developer's obligation to permit inspection, copying and auditing of its accounts and records set forth in Clause 3.6.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other, pursuant to Clauses 2.9.1 or 2.9.2, the Developer shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.9.5 Payment upon Termination

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

- a. Payment pursuant to **Clause 6** hereof for Services satisfactorily performed prior to the date of termination; and
- b. Except in the case of termination pursuant to sub-clauses (a) through (i) of **Clause 2.9.1** hereof, reimbursement of any reasonable direct documented costs incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Personnel.

2.9.6 Disputes Resolution

(i) **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.. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred for Arbitration.

(ii) **Arbitration:**

In case the dispute is not resolved as indicated in Clause 2.9.6(1), any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by Authority and other appointed by Developer and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in

and the award shall be made in English language. Arbitration proceedings shall be conducted at Raipur and following are agreed:

The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel)

When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement.

3. OBLIGATIONS OF THE DEVELOPER

3.1 General

3.1.1 Standards of Performance

The Developer shall perform the Services 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 Developer shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

3.1.2 Scope of Work

The Scope of Work to be performed by the Developer are specified in the Scope of Work (the "**SOW**") at Schedule 1 of this Agreement. The Developer shall provide the deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Developer shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that all Personnel and agents of the Developer comply with the Applicable Laws.

3.2 Conflict of Interest

The Developer shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The Developer and its affiliates shall not engage in consulting activities that conflict with the interest of the NRDA under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services” under the ongoing contract. It should be the requirement of the Services contract that the Developers should provide professional, objective and impartial advice and at all times hold the NRDA interests’ paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Developers shall not be hired for any assignment that would be in conflict with their prior or current obligations to other NRDA, or that may place them in a position of being unable to carry out the assignment in the best interest of the Employer. Without limitation on the generality of the foregoing, Developers shall not be hired, under the circumstances set forth below:

- (i) **Conflict between Consulting activities and procurement of goods, works or services:** Developer that has been engaged to provide goods, works, or services for this project under this Agreement, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Developer/ Services concern hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.
- (ii) **Conflict among assignments:** Neither Developers (including their personnel) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Developers. As an example, Developers hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and Developers assisting a NRDA in the privatization on public assets shall neither purchase nor advise purchasers of, such assets. Similarly, Developers hired to prepare Scope of Work (SOW) for an assignment shall not be hired for the assignment in question.
- (iii) **Relationship with Employer's staff:** Developers (including their personnel) that have a business or family relationship with such member(s) of the Employer's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of ; (i) the preparation of the SOW of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract

unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of Developer's work.

3.3 Confidentiality

The Developer and its Personnel 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 Developer, and a Personnel of Developer 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 Developer is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Developer, and its Personnel may disclose Confidential Information to the extent that such confidential Information:

- (i) was in the public domain prior to its delivery to the Developer and its Personnel or becomes a part of the public knowledge from a source other than the Developer, and the its Personnel;
- (ii) was obtained from a third party with no known duty to maintain its on 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 Developer, and its Personnel 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 Developer or its Personnel, as is reasonable under the circumstances; provided, however, that the Developer or its Personnel, 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 Developer

3.4.1 The Developer's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 Developer's liability towards the Authority

The Developer 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 Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Developer or on the part of any person or firm acting on behalf of the Developer in carrying out the Services, the Developer, with respect to damage caused to the Authority's property or resulting losses or damages suffered by the Authority, shall be liable to the Authority:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct Loss or damage that exceeds the proceeds the Developer may be entitled to receive from any insurance maintained by the Developer to cover such a liability

This limitation of liability shall not affect the Developer's liability, if any, for damage to Third Parties caused by the Developer or any person or firm acting on behalf of the Developer in carrying out the Services.

This limitation of liability shall not affect the Developer's liability, if any, for damage caused by the Third Parties during the period of the Agreement.

3.5 Insurance to be taken out by the Developer

The Developer

- (i) shall take out and maintain at its own cost, insurance, equivalent to the amount of the cost of the Dome and equipments, against the risks, including the risks of fire, theft and any harm caused by any Third Party, for the coverage of the Project, including all equipments, structure and its personnel, during the entire period of this Agreement,
- (ii) shall take out and maintain at its own cost, insurance, equivalent to the amount of Project Cost, against the risks of any accident caused to any Third Party within the premises of the Project, during the entire period of this Agreement and

- (iii) at the Authority's request, shall provide evidence to the Authority showing that such insurance has been taken out and maintained and that the current premiums thereof have been paid.

3.6 Reporting obligations

The Developer shall submit to the Authority the reports and documents specified in SOW, enclosed hereto, in the form, in the numbers and within the time periods set forth in the said SOW.

3.7 Documents prepared by the Developer to be property of the Authority

3.7.1 All plans, drawings, specifications, designs, reports and other documents prepared by the Developer in performing the Services shall become and remain the property of the Authority, and the Developer shall, not later than termination or expiration of this Agreement, deliver all such documents to the Authority, together with a detailed inventory thereof. The Developer may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the Agreement.

3.7.2 The Developer shall not use these documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.8 Accuracy of Documents and setting up of equipments

The Developer 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 services and also for perfection of the equipments, instruments. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its works, supplies and services which might surface during implementation of the Project and operation of the Facility, up to the thirtieth month from the date of commissioning of the Facility, if such inaccuracy is the result of any negligence or inadequate due diligence or supply of faulty equipments or setting up of the Facility by not following the right prescribed procedure, on part of the Developer or arises out of its failure to conform to good industry practice. The Developer shall also be responsible for promptly correcting, at its own cost and risk, replacing the faulty parts of the Project / Facility, including any re-installation, testing and commissioning.

4. DEVELOPER'S PERSONNEL

The Developers shall employ following qualified and experienced Personnel to carry out the services as given in SOW

5. Services and Facilities to be provided by the NRDA

The Developers will have to arrange for all facilities/services required to carry out the assigned work on this project at their cost, except the following:

- (i) Uninterrupted power supply
- (ii) Water supply
- (iii) Water and power bill will be borne by NRDA

Introductory/ recommendation letter and other facilitation, as deemed fit, work shall be provided to the Developers on request for obtaining desired approvals any authority, for which the Developers shall make payments to the concerned authorities directly, put all efforts required and shall carry out documentation at its cost as per the requirements of such Authorities

6. Payment to the Developer

In consideration of the Services performed by the Developer under this Contract, the Developer will be entitled for total fees consideration as per its Financial Proposal, enclosed herewith as Schedule 3. The Developer undertakes to fulfill the commitment as indicated in this Agreement.

In consideration of the Services performed by the Developer, the Developer will be entitled for payment of fees consideration as per following payment schedule with the approval of Authority:

6.1 PAYMENT STRUCTURE upto commissioning

S. No.	Description	% of total payment upto commissioning
1	Advance payment, against submission of Bank Guarantee of equivalent amount	40%
2	Completion of installation of Dome	10%
3	Approval on Film 1	10%
4	Approval on Film 2	10%
5	Completion of all civil works with landscaping	10%
6	Successful commissioning of the facility	20%

The advance payment bank guarantee shall be returned after successful completion of installation of Dome

6.2 PAYMENT STRUCTURE during period of operation, management and maintenance

Fixed Monthly payment, as proposed in the Financial Proposal of the Developer

7. Currency of Payment

All payments shall be made in Indian Rupees.

8. Severability

8.1 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the Law of any jurisdiction that shall not affect or impair:

- a) The legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
- b) The legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of this Memorandum

8.2 This Agreement may be altered or modified by mutual consent of the Parties for purposes of safeguarding the proper implementation of the scope of work.

8.3 The parties agree to furnish/execute such further or other documents/papers for giving fullest effect to the Scope of Work as may be required by the Authority

9. JURISDICTION OF COURTS:

All disputes arising out of this Agreement shall be subject to the jurisdiction of the Courts at Raipur only

10. Performance Security

Upon receipt of Letter of Award (LOA) from the NRDA, the Developer shall furnish the Performance Security of an amount equal to Rs. 5,00,000 (Indian Rupees Five Lakhs Only), by way of Bank Guarantee for the due performance of the Contract in the format of Performance Security Form given at Schedule 2. The Performance Security shall be furnished by the selected Developer within the time specified in LOA but prior to execution of Agreement. The validity period of Bank Guarantee of Performance Security shall be until 6 months from the date of Handing Over of the Facility to NRDA, and the Developer shall have to provide the extended Bank Guarantee, before the expiry, if required, which shall be valid for the period of six months beyond the date of completion of assignment.

11. Penalty for delay:

- i. If progress of the assignment is not as per the agreed milestones, as referred in the Schedule 1 (Scope of Work), or
- ii. If the Facility remains out of service for a continuous period of more than 15 days at one time or more than total 30 days in a year, due to operation related issues and reason, solely attributable to the Developer
- iii. On occurrence of the above, the Developer shall be liable to pay penalty, unless, on its written request, the delay is condoned by Authority, on the justified and valid grounds.
- iv. For delay upto one week beyond the mile stone fixed (as per the deliverables and time frame indicated in the SOW), or beyond the maximum duration the facility may remain out of service, as indicated above, a penalty equal to 0.25% of the agreed financial proposal, beyond one weeks upto four weeks 0.50% of fees shall be payable to NRDA. In case of delay beyond 4 weeks, the matter will be referred to CEO, NRDA, whose decision will be final and binding, however, the maximum penalty for delay for a single occurrence will not exceed 5% of the agreed financial proposal.

12. Indemnity

The Developer will indemnify the NRDA for any direct loss or damage that is caused due to deficiency in services

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and executed in their respective names as of the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of Developer:

For and on behalf of NRDA:

(Signature of Authorized Representative)

(Signature of Authorized Representative)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

(Phone, Fax Nos.)

(Phone, Fax Nos.)

Witnesses:

1. Signature

Name

Address

2. Signature

Name

Address

Schedule 1

DESCRIPTION OF THE SERVICES (AS PER SOW)

Reference invited to Appendix-F of the RFP

FORM OF PERFORMANCE SECURITY (PERFORMAMANCE BANK GUARANTEE)

Bank Guarantee No: _____

Validity upto: [DD/MM/YYYY]

To

The Chief Executive Officer

Naya Raipur Development Authority

In front of Mahanadi Dwar of Mantralaya,

Raipur 492 001, Chhattisgarh

WHEREAS _____ [**Name and address of the Developer**] (hereinafter called "the **Developers**") has undertaken, in pursuance of Letter of Acceptance (LOA) No. _____ dated _____ to provide the services on terms and conditions set forth in this Contract _____ [**Name of contract and brief description of works**] (hereinafter called the "**the Contract**").

AND WHEREAS it has been stipulated by you in the said Contract that the Developers shall furnish you with a Bank Guarantee by a Scheduled Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Developers such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Developers up to a total of Rs. 5,00,000 only (Indian Rupees Five Lakhs Only), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you such amount in favour of CEO, NRDA through our branch operable at Raipur at _____ (*provide the address of the branch at Raipur*) and if invoked, be encashable at _____, branch of _____ bank at Raipur, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs. 5,00,000 only (Indian Rupees Five Lakhs Only) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Developers before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made

between you and the Developers shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Developers or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. 5,00,000 only (Indian Rupees Five Lakhs Only) and the guarantee shall remain valid till _____ [till the expiry of 6 months of date of handing over of the Facility, after operating of 2 years from the date of successful commissioning]. Unless a claim or a demand or a request for extension in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

This guarantee shall be remain valid until till the expiry of 6 months of date of handing over of the Facility, after operating of 2 years from the date of successful commissioning and shall be extended, before the expiry, if required, as per instruction of NRDA.

Signature and Seal of the Guarantor _____

Name and Designation _____

Name of the Bank _____

Address _____

Date _____

In presence of

1. _____
(Name, Signature & Occupation)

2. _____
(Name, Signature & Occupation)

Financial Proposal of the Developer

To be appended before signing of the Agreement

**Specification of Dome, Software, hardware, Films to be produced, as proposed by the
Developer**

FORM OF ADVANCE PAYMENT BANK GUARANTEE

Bank Guarantee No: _____

Validity upto: [DD/MM/YYYY]

To

The Chief Executive Officer

Naya Raipur Development Authority

In front of Mahanadi Dwar of Mantralaya,

Raipur 492 001, Chhattisgarh

WHEREAS _____ [**Name and address of the Developer**] (hereinafter called "the **Developers**") has undertaken, in pursuance of Letter of Acceptance (LOA) No. _____ dated _____ to provide the services on terms and conditions set forth in this Contract _____ [**Name of contract and brief description of works**] (hereinafter called the "**the Contract**").

AND WHEREAS it has been stipulated by you in the said Contract that the Developers shall furnish you with a Bank Guarantee by a Scheduled Bank for the sum specified therein as security for advance payment of Rs. _____ [Indian Rupees _____ only] (40% of Total Fee);

AND WHEREAS we have agreed to give the Developers such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Developers up to a total of Rs. _____ [Indian Rupees _____ only] (40% of Total Fee), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you such amount in favour of CEO, NRDA through our branch operable at Raipur at _____ (provide the address of the branch at Raipur) and if invoked, be encashable at _____, branch of _____ bank at Raipur, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs. _____ [Indian Rupees _____ only] (40% of Total Fee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Developers before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Developers shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Developers or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ [Indian Rupees _____ only] (40% of Total Fee) and the guarantee shall remain valid till _____ [till the expiry of 12 months of date of execution of Agreement]. Unless a claim or a demand or a request for extension in writing is made upon us on or before 30 days from the last date of validity of this Bank Guarantee all our liability under this guarantee shall cease.

This guarantee shall be shall be extended, before the expiry, if required, as per instruction of NRDA.

Signature and Seal of the Guarantor _____

Name and Designation _____

Name of the Bank _____

Address _____

Date _____

In presence of

1. _____
(Name, Signature & Occupation)

2. _____
(Name, Signature & Occupation)

Letter of Award issued to the Selected Bidder

To be appended before signing of Agreement

Final version of Request for Proposal document

To be appended before signing of Agreement

Addendum / Corrigendum to the RFP document, if any

To be appended before signing of Agreement