



Government of Jammu & Kashmir (UT)

STANDARD BIDDING DOCUMENT

[E-Bid Notice No 03 of 05/2021-22 Dated 29-05-2021

For

Concept, Design, Supply, Installation, Testing and Commissioning of Musical Fountain with Light & Sound Show and Projection on Water Screen (Turnkey Basis) and its O&M at Bhaderwah Fort.





**UNION TERRITORY OF JAMMU KASHMIR
OFFICE OF THE CHIEF EXECUTIVE OFFICER,
BHADERWAH DEVELOPMENT AUTHORITY
BHADERWAH, DISTRICT DODA.**

Tele/Fax 01997-244049
E-mail: ceo-bda@jk.gov.in



PREQUALIFICATION CUM NOTICE INVITING TENDER

e-NIT NO. 03 of 2021-22 DATED: 29-05-2021

Bhaderwah Development Authority invites e- bids from eligible bidders for Concept, Design, Supply, Installation, Testing and Commissioning for Light & Sound Show/Laser Show on **Turn Key Basis** and its Operation, Maintenance (O&M) for 1 year, extendable upto additional two years, at Bhaderwah Fort of below mentioned project works.

| S. No | Name of Work | Name of Division | Estimated Cost (Rs. In Lacs) | Cost of Tender document (In Rupees) | Earnest Money (Rs. In Lacs) | Time Allowed for completion on | Time and date of opening of tender |
|-------|---|---------------------------------|------------------------------|-------------------------------------|-----------------------------|--------------------------------|------------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 1 | Construction of Musical Water Fountain with Light & Sound Show and projection on Water Screen at Bhaderwah Fort | Bhaderwah Development Authority | 387.00 | 5000/- | 2% of the Project Cost | 120 Days | 28-06-2021 at 1300 hours |

Position of Funds: Partly available

Position of A.A.A: Accorded

| S. No | Description | Date |
|-------|--|--|
| 1. | Date of issue of Tender document | 29 -05-2021 |
| 2. | Period of down loading of on-line bid Documents | 29-05-2021 to 26-06-2021 upto 1400 hours |
| 3. | On-line bid submission start date | 29-06-2021 |
| 4. | On-line bid submission last date | 26-06-2021 upto 1600 hours |
| 5. | Dead line for receiving hard copies (Not mandatory) | 22-06-2021 up to 1600 hours |
| 6. | Date & time of opening of bids | 28-06-2021 upto 1300 hours |
| 7. | Pre-Bid Meeting to be held through video Conferencing. Bidders shall send their request to attend the pre-bid meeting by email to ceobda@hotmail.com on or before 07-06-2021 up to 1400 hours to get the link of the video conference. | 12-06-2021 at 1300 hours |

- Bid documents can be seen at and downloaded from the jk govt-e-tender portal <http://jktenders.gov.in>, as well as BDA's official website [www. bhadarwahheavens.com](http://www.bhadarwahheavens.com). Bid documents contain qualifying criteria for bidder, specifications, bill of quantities, conditions and other details.
- The site for the work is available. The intending bidders are strongly advised to inspect the site of work before bidding.
- E-Bids must be uploaded along with scanned copy of documents regarding bid security and cost of Tender Document as specified in column 5 & 6 of the table. Bid security shall have to be in form of CDR / FDR/ BG, valid for one year or more after last date of receipt of Bid, payable at Bhaderwah pledged in favour of **Chief Executive Officer, Bhaderwah Development Authority..** The cost of downloaded tender documents shall need to be deposited into the official account **No 0030040100023389** of Bhaderwah Development Authority maintained with J&K Bank Bhaderwah (IFSC Code **NO. JAKAOBHADR**)

4. The bid for the work shall remain open for acceptance for a period of **90 days** from the date of opening of bids. If any bidder /tenderer withdraws his bid/tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited
5. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the State Government is allowed to work as a Contractor for a period of two years after his retirement from Government service, without permission of the Government. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor's Service.
6. Instruction to bidders regarding e-tendering process
 - a. To participate in bidding process, bidders have to get (DSC) "Digital Signature Certificate" as per Information Technology Act-2000, to participate in online bidding. This certificate will be required for digitally signing the bid. Bidders can get above mentioned digital certificate from any approved vendors. The Bidders, who already possess valid (DSC) Digital Signature Certificates, need not to procure new Digital Signature Certificate.
 - b. The bidders have to submit their bids online in electronic format with Digital Signature. The bids cannot be uploaded without Digital Signature. **No Proposal /bid shall be accepted in physical form.**
 - c. Bids will be opened online as per time schedule mentioned in e-NIT
 - d. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
 - e. The department will not be responsible for delay in online submission of bids whatsoever reasons may be.
 - f. All the required information for bid must be filled and submitted online
 - g. Bidders should get ready with the scanned copies of cost of documents & EMD as specified in the tender documents. The original instruments in respect of cost of documents, EMD and relevant documents are to be submitted to the Tender Inviting Authority by Registered post/courier /by hand as per time schedule specified. Plz note that documents submitted if any, shall be considered only for reference purpose. Uploading of all required documents is mandatory.
 - h. The details of cost of documents, EMD specified in the tender documents should be the same, as submitted online (scanned copies) otherwise bid will not be accepted.
7. **PRE-BID MEETING:** A Pre-Bid meet is scheduled on 07-06-2021 at 12noon through video Conferencing/ goggle meet / zoom, as deemed fit. Bidders shall send their request to attend the pre-bid meeting by email to ceobda@hotmail.com by or before 05-06-2021 upto 1700Hrs to get the link for the same. Interested parties are requested to be present during the above pre-bid meeting for the brief and any clarification to be addressed. No clarifications after the Pre-Bid meeting will be entertained. Parties are expected to send their queries in advance by email before the date of pre-bid meeting. In case any of the suggestion of those present in pre-bid meeting are accepted, same would be uploaded on site.
8. The guidelines for submission of bid online can be downloaded from the jk govt tenders i.e. <http://jktenders.gov.in> as well as from BDA's official website i.e. www.bhadarwahheavans.com

Sd/-
(Amarjeet Singh)
Executive Engineer BDA
Bhadarwah

No.BDA/XEN/2021-22/42-58

Dated: 29-05-2021

Copy to the:-

1. Secretary to Government, Tourism & Culture, Civil Secretariat, Srinagar/Jammu.
2. Development Commissioner Works Civil Sectt, Srinagar/Jammu
3. Vice Chairman, JDA Jammu/Srinagar
4. Managing Director Housing Board Jammu/Camp Office Srinagar
5. Chief Executive Officer J&K Economic Re-Construction Agency Jammu/Srinagar

6. Chief Engineer PW (R&B) Department Jammu/Kashmir.
7. Chief Engineer PMGSY Jammu/Kashmir
8. Chief Engineer Irrigation and Flood Control Jammu/Kashmir/UEED J&K Sringar/PHE Jammu /Kashmir/BRO Jammu/Kashmir/Chief Engineer DIQC Jammu/Kashmir
9. Managing Director JKPCC/SCIOP/SIDCO Jammu/Srinagar
10. M/S TRG Near Panama Chowk Jammu/Konkan Railways Reasi/IRCOM near Bakshi Stadium Srinagar/HCC/J.P Construction Company/Bhagliar Ramban/ President Contractor Association Irrigation Complex Canal road Jammu/ Lok Nirman Bhawan, Jammu / Srinagar
11. Joint Director Information **for favour of information and necessary action and for wide publicity of notice in two leading local and National newspapers**

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SECTION : 1

BACKGROUND:

Bhaderwah Development Authority, Bhaderwah intends to develop/provide “Light and Sound Programme” at Bhaderwah Fort for which requires the services of well established, experienced agency for conceptualization, design and implementation of the SEL Show on turnkey basis as per the scope enlisted in the tender document and as per the details given below:

NAME OF WORK: CONSTRUCTION OF MUSICAL WATER FOUNTAIN WITH LIGHT & SOUND SHOW AND PROJECTION ON WATER SCREEN AT BHADERWAH FORT.

Pre-Qualification cum open Tenders are invited to take up the work on turnkey basis from Companies/ Individuals/ Proprietors, based on the Quality and Cost Based System (QCBS) under Two bid system i.e. **Bid-1. (Technical bid):** 1.1. Pre-qualification bid/ documents, 1.2. Technical Bid/Technical Documents and 1.3. Power Point Presentation. **Bid-2.(Financial bid):** Financial bid.

NB: i. Qualifying Pre-qualification bid / documents is mandatory for scrutiny of technical bid / documents, which means, if a prospective bidder fails to upload /submit all the document required for Pre-qualification round / requirement, he /she shall not be eligible to get his / her technical bid evaluated and accordingly, shall be declared as NOT-ELIGIBLE.

ii. Only those prospective bidder(s) shall be requested / invited for PPP, who fulfills all the required criterias / eligibilities falling under Pre-qualification and Technical bid evaluation.

iii. Financial bid of only those prospective bidder(s) shall be opened online, who shall be found eligible under complete technical evaluation, getting minimum score(s) mentioned under specific clause(s) of e-NIT.

Total Project cost: Rs. 387.00 Lacs including All Applicable Taxes (not to be exceeded). This does not include the amount of Operation and Maintenance (O&M) contract.

Completion Time: 03 months from the 7th day of issuance of Letter of Intent/award or from the date of handing over of the clear site whichever is later.

Interested firms/individuals/Joint Ventures/ Consortium Partners having experience in the related field.

SECTION : 2

Scope of Work:

The total project cost under the said component is **Rs. 387. 00 Lacs including All Applicable Taxes and any civil work related to the execution and completion of this project** (This does not include the amount of Operation contract) and is to be completed in **Three Months** from the date of issuance of LOI or from the date of handing over of the clear site whichever is later. The project includes the following major components:

1. **Content and Art Production related work Complete Job;**
 - a) Duration of the show shall not be less than 20 min.
2. Surround Mood Lighting/Wall Washers.
3. Development of premises with Landscaping between Masjid Area & Fort Area as per the instructions of Engineer In charge.
4. Dancing Musical Fountain with Water Screen Generator and specialized Water Effects.
5. **Approvals:** To submit all drawings, documents, applications to Executive Engineer, Bhaderwah Development Authority,(TIA) Bhaderwah for further approvals by the competent authority(ies) and pursuing with concerned authorities for approval regarding script, layouts, Viewers gallery, control room, electricity load, water etc. The concept offered by the bidders shall be with full consideration of the site conditions. The plan by the successful agency shall need to be submitted for approval to TIA-BDA, who in-turn shall get approval(s), as deemed fit, from the competent Authority(ies). But the plans have to be modified wherever required as per the requirements of concerned authorities.
6. **Control Room**
 - a) Designing/ execution of the Control room complete with matching interior, Electrical works, lighting, ventilation etc. Control room should be leak proof and with insulation matting as per the electricity rules.
7. **Hardware**
 - a. Procurement of Hardware including the hardware mentioned in the tender and as per the details and specifications submitted in the Technical Bid (As Hardware List Submitted) and during presentation and as per the concept conceived and designed.
 - b. Installation of the hardware including all associated works for completion of hardware installation and Fountains with music, Sound and Light/ Multimedia Show.
 - c. Capacity of UPS shall be sufficient to take care of technical safety of sensitive equipments through UPS. Required Certification(s) from the agency in this matter is mandatory.
8. **Programming System, Integration & Soft Commissioning:**
 - a. Transferring the voice-over and content generated in the suitable format.
 - b. Programming the content along-with the voice-over, lighting integration.
 - c. Final system integration for soft commissioning of the project.
9. Any other related work pertaining to the Show not specified / mentioned herein above.
10. **Modifications/ Alterations**

After the show is soft commissioned, the same will be reviewed by the CEO BDA or by committee of officers / experts constituted, as deemed fit, by CEO BDA,. Any suggestion in the concept / integration etc. received from the CEO BDA, the same need to be incorporated before the show is finally commissioned and handed/taken over.
11. **Training of Staff**

On the job training for operating the show after the commission to BDA staff during defect liability period or during O&M or later at no extra cost.
12. **Completion Drawings**

Submit as built drawings related to the show, including electric circuits, Maintenance & Operation manual along with guarantee/warranty cards etc.

13. Life of Components

13.1. The implementation of the project is of permanent nature & all the components are expected to have life 10 years except routine wear and tear and it is to be ensured that after sales service is available within a reasonable time for all equipments used.

13.2. During O&M period, defect if any, after defect liability period of one year shall be rectified with original parts / spares at the cost of agency.

13.3. The works shall be executed as per the statutory guidelines of concerned authority. The control cables should be of copper and all the electrical works should comply with the Indian/ state electricity rules.

14. Recording of the show

Two copies of the cloning of the show shall be submitted to Chief Executive Officer, Bhaderwah Development Authority, after the commissioning and handing over of the show.

15. Essential Services

The bidder shall provide the essential services like Public address system, Monitor speakers in the control room, lighting of the gallery, Danger plates etc.

SECTION 3

TECHNICAL INFORMATION

The following are expected to be considered for the show:

1. **Laser Projector (20000 Lumens)**- minimum 1 number for projection on semicircular water screen (Christie / NEC / Panasonic make)
2. **Water Screen** with automated Synchronized Dancing Water Formations. The water proof light fixtures shall be of PR/SGM G-Spot/Clay Paky/ Himalaya/Krabb/Oasc
3. **5W RGB Laser Beam Projector:** 2 Nos (Laser world/LPS/ProDynamics/Kavant.
4. **MCBs:** ABB/Siemens/Schneider/L&T
5. **Switch gears:** L&T/ Siemens/ ABB/ Schneider
6. **Cables:** ISI marked / IEC Standard
7. **Audio Equipment's:** Lacoustic/D&B Audio Technik/TW Audio Germany/PowerSoft
8. **The automated synchronized dancing water formations:** The automated synchronized dancing water formation should be attractive that should will blend the Musical Songs and indeed, amplify it. An automated synchronized dancing water formation is a harmony of music, water and lights. It should produce spectacular effects and it should be a class attraction. An automated synchronized dancing water formation performs at night therefore needs high quality and high output lighting. Luminaries using LED Light fixtures. The numbers and positioning of the light fixtures should be to maximize the lighting to suit each water formation.
Also incorporate the Programmed control system with intelligent control technology capable to recognize the melody, rhythm, volume and frequency of the music pieces and realize the real time control of the whole system and the synchronization of water and music. All nozzles shall be of 304 Stainless Steel and pre-fabricated at plant to be assembled on-site. The Water effects should be synchronized with the show/Music.
9. The Theme of the Show will be "History of Bhaderwah" but may not be limited to this to enhance the show and make it a mesmerizing show'.
10. **Musical Fountain Control System:** The Musical Fountain Control System should be with latest advanced scientific technology including music control, should enable complex multimedia shows to be organized and run automatically. The system will control water effects, laser projectors, video projectors and stream video projection, and other lighting, along with music and voiceover. Complex and spectacular will be easy to assemble, edit and run with exceptional ease of use. Programmable control and intelligent control technology capable to recognize the melody, rhythm, volume and frequency of the music pieces and realize the real time control of the whole system and the synchronization of water and music with the convenient operation interfaces and function of programming music tracks with special network control distributed system The system should have the following unique features:
 - a. Programming of the water effects can be done at site either by your company or department operator after some training.
 - b. Fine tuning can be done at site and to meet specific requirements.
 - c. Programming can be done online – implementing a command on screen will bring up the effect.
 - d. Programming should be faster and more accurate.
 - e. Graphical interface with access to extensive features.

SECTION – 4
MINIMUM ELEGIBILITY CRETERIA & PREPARATION OF PROPOSAL

Sub: CONSTRUCTION OF MUSICAL WATER FOUNTAIN WITH LIGHT & SOUND SHOW AND PROJECTION ON WATER SCREEN AT BHADERWAH FORT.

1. E-tenders (online bids) are invited by Executive Engineer Bhaderwah Development Authority for CONSTRUCTION OF MUSICAL WATER FOUNTAIN WITH LIGHT & SOUND SHOW AND PROJECTION ON WATER SCREEN AT BHADERWAH FORT against the project cost of Rs. 387.00 Lacs as per terms and conditions indicated in the tender documents. The estimate however, is given merely as a rough guide with fixed upper limit
2. The works are to be completed within Three Months from the 7TH day after the day on which the work order is issued to commence the work/LOI or from the date of handing over of the site, whichever is later in accordance with the phases if any indicated by BDA in the tender documents
3. Tender shall be uploaded as per guidelines on JK govt tender portal-<http://www.jktenders.gov.in> . The bidder is expected to examine all instructions, forms, terms and conditions in the bidding documents. Failure to upload all information(s) /documents as asked for in the NIT or submission of a bid not substantially responsive to the NIT in every respect will be at bidders risk and may result in rejection of its bid.
4. The bidders who are desirous of participating in e-tender shall upload their bids in the format prescribed in the tender document .The bidder should upload the relevant digitally signed certificated, documents etc after page numbering signed and stamped all the documents and tender document. The bidder shall sign on all the documents, certificated uploaded by them owing the responsibility for their correctness/authenticity.
5. The bids are required to be uploaded as per the guidelines indicated for e-tendering as given on jk govt tender portal.
6. For any clarification with regard to tender enquiry, bidder may contact tendering authority. Intending bidders in their own interest may approach him/her well in advance to ascertain the requirements to participate in the tender.
7. The prices are to be quoted as per financial bid.
8. Also the Sealed Bids in form of hard copies of all the documents should reach the office of The Executive Engineer Bhaderwah Development Authority- at TRC Sarna-Bhaderwah(Doda) on the scheduled date and time mentioned herein. The Hard copies of the bids should be either dropped in the Tender box Marked as “CONSTRUCTION OF MUSICAL WATER FOUNTAIN WITH LIGHT & SOUND SHOW AND PROJECTION ON WATER SCREEN and allied works AT BHADERWAH FORT and subscribe the above mentioned title on the sealed master envelope containing bids. The details should be clearly written on the face of the sealed envelope. Late tenders will not be considered. No responsibility will be taken for postal / postal delay or non delivery /non-receipt of Bid documents.

8.1. However, documents in hard copies shall only be considered for reference, in case any of the uploaded document(s) is/are not legible or is/are not clear to read. Any document available as hard copy but not uploaded on web-tender portal shall not be considered for scrutiny and the prospective bidder shall have no right to claim for availability of said document for qualifying the technical bid.

9. The financial proposals shall be opened digitally which can be viewed by the bidders on their Dashboard.
10. **Two-Bid system:** The tenders will be uploaded under two bid System. **First Technical bid** containing scanned copy(ies) of EMD, scanned receipt/ any other documentary proof that tender fee deposited into the BDA's Account with J&K Bank Bhaderwah-Doda., Technical Specifications/Pre-qualification documents, literature etc and **Second Financial bid** will be Price Bid.
11. **First Envelop (Technical Bid)**
Tender fee Reciept, EMD and Technical details/pre-qualification documents of the bidder will be checked. If the details /pre-qualification documents of any bidder are not found in order, his bid document shall be rejected there and then.

Note:

- The proposal shall be written in English language only.
- All pages of the e-NIT and Proposal shall be signed either by the Managing Director/Head of the eligible firm OR by an authorized representative holding proper Power of Attorney. *The original Power of Attorney shall be*

executed by Managing Director / Head of firm/Authorized Person duly notarized and submitted with the proposal.

- In case of Consortiums, the signatory to the bid proposal shall be in the similar way by the Lead Member only. In such cases, a fresh MOU indicating the specific Projects, input and role of each Partner etc. shall be submitted with the proposal.

**11.1. Pre-qualification Documents/Minimum Eligibility Criteria:
To include the following documents:**

- (i) Year of establishment / Registration with the competent Authority. Scanned self attested copy be u[loaded.
- (ii) Profile / credentials of the Agency / Company/ Individual.
- (iii) Specific experience relating to the particular work i.e. similar type of permanent multimedia show installations, as mentioned below executed in last 7 years:

A minimum of three numbers of permanent similar multimedia show installations on turn-key basis, atleast one fully commissioned within stipulated period, to the satisfaction of executing organization / department and among other two works, each of more than 40% of allotted cost and expected to be completed well within the stipulated time period., Certificate in this effect needs to be given by Head of Executing Organization / department.

OR

A minimum of two numbers of permanent similar multimedia show installations on turn-key basis each of more than 50% of allotted cost, Preferably, atleast one fully commissioned within stipulated period, to the satisfaction of executing organization / department. Certificate in this effect needs to be given by Head of Executive Organization / department.

OR

A minimum of one number of permanent similar multimedia show installations on turn-key basis of more than 80% of allotted cost, expected to be completed well within the stipulated time period. Certificate in this effect needs to be given by Head of Executive Organization / department.

Similar Experience means:

Experience of construction of the Musical Fountain with Light & Sound Show and Projection on Water Screen supported with documents with detail of Hardware Equipments. **OR** Experience in Installation of Hardware Equipment in the Sound and light show/ Laser shows/Events on monument /notified buildings/Fountains / Museum etc. on basis of finalization of agreements executed supported with detail of Hardware Equipments. **(To be submitted in Annexure–VIII).**

- (iv) Statement signed by a statutory auditor, indicating turnover of the company as per **Annexure III** along with Balance sheet and Profit & Loss statement for the last three years (2018-19, 2019-20, 2020-21). If average turnover during last three years, in no case be less than 30% of the Project cost and Average Turnover less than 30% of the project cost indicated, the bidder will not be eligible. In case of consortium, one of the members must meet the turnover criteria.
- (v) Copy of PAN. (Copy to be enclosed)
- (vi) GST Registration No. (Copy to be enclosed)
- (viii) All the documents as listed above shall be attested by the Gazatted officer/ CA/ Notary Public.
- (ix) Following annexure shall be enclosed:
 - a. Undertaking to accept all conditions etc. **(Annexure V)**
 - b. Agreement format **(Annexure VI)**

- (x) The original Power of Attorney executed by Managing Director / Head of firm/ Authorized Person duly notarized authorizing the person signing the proposal.
- (xi) In case of Consortiums, the signatory to the bid proposal shall be in the similar way by the Lead Member only. In such cases, a fresh MOU indicating the specific Projects, input and role of each Partner etc. shall be submitted with the proposal. **(Annexure-VII)**
- (xii) Any other details, documents that the intending bidder deems suitable for the pre-qualification.
- (xiii) An affidavit on non-judicial stamp paper of Rs 100.00 duly notarized shall be submitted stating *“that in case of any ambiguity noticed in the documents submitted at any stage, we shall be entirely responsible and liable for any action as deemed fit under the law.”*
- (xiv) Copy of amendment if any issued by BDA after the pre-bid meeting. (To be uploaded duly signed with seal and also with hard copy of Offer)
- (xv) Pre Contract Integrity Pact **(Annexure- X)**

11.2. Other Technical Documents :

- (i) Concept / Theme of the Light and Sound Show with surround Lightings.
- (ii) In House facility like the manpower consisting of creative people, Sound Engineer, Lighting Designer, IT Support, Script editor etc. **(Annexure II)**
- (iii) **Technology** - Introduction of new technology with innovation (Brief description of the Technology to be given)
- iv) **Hardware (Annexure VIII)**
 - The quantity of lights with description type and make to be mentioned.
 - Quantity of sound equipments, projectors, no. of speakers with make to be indicated.
 - Detailed quantity of Water Fountain Effects and water screen.
 - The other supporting system, Effect machines Computers, UPS, etc also to be indicated with their makes.
 - Equipment so selected shall be of reputed brand having after sales service in India.
 - The Quantity of Moving Head, intelligent Lighting projectors and Assorted Lights with description type and make to be mentioned.
 - The detail of equipment shall be elaborative and shall be in line with Concept Treatment. General information of equipment may lead to disqualification.
- v) **Control Room civil works** - The design of the control room and description, drawings to be provided. Brief of the civil work for control room etc. to be mentioned.

11.3. Power Point Presentation:

- i. Detailed PPP of atleast one of the projects of similar type i.e permanent similar multimedia show installations on turn-key basis, commissioned and fully operational to the satisfaction of the executive organization / department.
- ii. Detailed concept of proposal for Bhaderwah Fort on theme “ History of Bhaderwah” and additional innovative proposal to make the said system / project more vibrant, with the same project cost.
- iii. Another, innovation(s).

12. Financial Proposal (Financial Bid):

- I. In preparing the Financial Proposal, agencies are expected to take into account the requirements and conditions of the tender documents.
- II. The Financial Proposal should follow Standard Forms **(Annexure-IV)**. It lists all costs associated with the assignment, including all applicable taxes.
- III. The prices of the services are to be indicated only in Local currency (Indian Rupees) and shall be written in both words as well as figures.
- IV. The bidders have to indicate the price of individual component as listed in the **Annexure IV** of financial bid for evaluation of post project cost in case of any deviation during the execution of the contract.

13. INSTRUCTIONS

- I Bidders are expected to examine all terms and conditions included in the documents. Failure to provide all requested information will be at their own risk and may result in rejection of the proposal (Bid).
- II The technical proposal must not include any financial information other than what has specifically been requested for. A Technical proposal containing financial information other than what has specifically been requested for may be declared non-responsive.
- III All Documents submitted / uploaded shall be in the name of bidding agency.

Note: One Bidder is allowed to give only one original presentation as per concept / Design.

14. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

- 14.1. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initiated by the person or persons who sign(s) the proposals.
- 14.2. An authorized representative of the firm shall need to put initial(s) on all pages of the Proposal with seal.
- 14.3. The proposal should be valid for a period of 90 days from the date of its opening of Technical Bid. Any request will be made in writing to the bidder for extension of validity.
- 14.4. "In case, it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the applicant or the applicant has made material misrepresentation or has given any materially incorrect or false information, the applicant shall be disqualified forth with, if not yet, appointed as the contractor/supplier and if the applicant has already issued the LOA or has entered into the contract, as the case may be, same shall notwithstanding anything to the contrary contained therein liable to be terminated along with forfeiture of Earnest Money Deposit (EMD)/ Performance Security by a Communication in writing by the BDA to the Applicant, without the BDA being liable in any manner whatsoever to the applicant and Without prejudice to any other right or remedy which the BDA may have with initiation of any appropriate penal action as per the applicable law."
- 15. The evaluation of the bids shall be carried out by BDA / Competent Committee constituted for the purpose by the government, as per procedure laid under Section-5.

16. DISCUSSIONS

- 16.1 Prior to the expiration period of validity of proposal, BDA shall notify the successful firm and invite it for discussions, if required.
- 16.2 The aim of the discussions is to reach agreement on all points.

17. AWARD OF CONTRACT

- 17.1 After completion of discussions with the agency, Letter of Intent shall be issued to the successful bidder / agency.
- 17.2 The firm is expected to commence the assignment on the date and at the location within 07 (Seven) days from the date of issuance of workorder / as specified in the e-NIT / Agreement

18. PERFORMANCE SECURITY

- 18.1 After issuance of Letter of Intent, the Agency shall have to deposit 10% of the tendered amount as **Security Deposit** in the form of "Account Payee" Demand Draft/ CDR/ BG from any of the Nationalized bank in an acceptable form within 07 days (Seven Days). The Bank Guarantee should remain valid till **12 Months** after the commissioning and handing over. The Security Deposit will be released after successful performance of the contractual obligation, including successful O&M for 01 year, which shall be extended in consonance with the extension of O&M for additional duration, if any.
- 18.2. In case the contractor quoted rates are more than 15% lower than the estimated / proposed rates, additional Security deposit to the tune of 5%, in the form of "Account Payee" DD /CDR from any of the Nationalized Banks shall need to be deposited in addition to 10% as mentioned above at clause 18.1.

- 18.3. In case, successful bidder fails to deposit “Security Deposit” within the stipulated period i.e. 07 days from the date of issuance of LOI, it shall be presumed that the bidder is not interested / has been refused to take up the work and accordingly, L2 bidder shall be invited for the purpose and EMD of L1 bidder shall be forfeited, besides black listing of firm to participate in any of the tenders of this authority for a period of 03 years. Further, the difference of cost between L1 & L2 bidders shall be recovered from / borne by L1 bidder.
- 18.4. Detailed work order and subsequent agreement will be done accordingly after submission of Security Deposit only.

19. CONFIDENTIALITY

Confidentiality as admissible under rules / guidelines issued for the purpose by the government shall be maintained.

20. AMENDMENT TO THE TENDER DOCUMENT

20.1. Amendment to the tender document, IF ANY, will be issued at least one week before the date of submission / closing of tender **on the website / jk govt tender portal only**. Bidders are requested to kindly refer tender website /portal regularly before uploading of their bid(s) as well as till the financial bid is opened and accepted.

20.2. Prospective bidders are requested to remain updated with the website / portal as mentioned above as TIA shall in no case be responsible, if any prospective bidder has failed to get updated with latest events / information(s), pertaining to the e-tender.

SECTION – 5

EVALUATION / SELECTION CRITERIA

1. PROPOSAL EVALUATION

A two bid system will be adopted in evaluating the proposal

1.1. Technical Evaluation:

- 1.1.1. All mandatory documents as per Section 4 heading “Prequalification documents” shall be uploaded, any shortcoming of the documents may lead to rejection of the bid and other parts may not be opened.
- 1.1.2. The Evaluation shall be carried out by a Committee constituted for the purpose by government, applying the evaluation criteria specified in the bid document, *Evaluation of the application would be done as per the documents uploaded only. Hard copy(ies) submitted, if any, by the prospective bidders shall be used for reference purpose only. Any document, not uploaded, but present as hard copy shall not be considered for evaluation.* Accordingly, all the prospective bidders are required to ensure that all the required documents pertaining to evaluation of Pre-qualification and Technical evaluation are uploaded
- 1.1.3. Parties those who are fulfilling the pre qualification criteria as well as Technical Evaluation as per the documents, would be called for the power point presentation regarding atleast one of the similar type of work completed and to present the concept of sound and light show at Bhaderwah Fort. .
- 1.1.4. Each responsive proposal shall be attributed a technical score. On the basis of the technical assessment, **agencies securing minimum 70 marks out of 100 will only be shortlisted for opening of financial bids**

Technical cum Creative Evaluation

| S.N. | Description | Marks |
|------|--|-------|
| 1. | In House facility The company has the manpower consisting creative people, Sound Engineer, Lighting Designer, IT Support, Script writer etc | 5 |
| 2. | Control Room The design of the Control Room and description, drawings to be provided. Brief of the civil work for control room etc. to be mentioned. | 5 |
| 3 | Agencies which are certified ISO9001: 2008/2015 | 5 |
| 4. | Technology Introduction of new technology with innovation (Brief description of the Technology to be given) ‘A’ Hardware (Detailed Hardware List with Quantity, Make and Specifications) i) The quantity of Lights with description type and make to be mentioned. ii) The quantity of Sound Equipment’s, Projectors, Lasers, No. of Speakers with make to be indicated. iii) The other supporting system, Effect machines Computers, UPS, etc also to be indicated. iv) Fountains and water screen (Quantity & Make). v) Equipment so selected shall be of repute brand having after sales service in India. The detail of equipment shall be elaborative and shall be in line with Concept Treatment. General information of equipment may lead to disqualification. The Quantity of Moving Head, intelligent Lighting projectors and Assorted Lights with description type and make to be mentioned. | 40 |
| 5. | Content Generation, Thematic concept of the show. | 10 |
| 6. | Concept and presentation The Company/Individual has the liberty to conceive the project at their own ideas keeping in the mind that shall match with the International Standard. They must visit the site before the presentation. The presentation has to be supported with simulated visuals. Clip of previous multimedia works: 5 Marks Concept related to facilitation: 10 Innovative Idea proposed: 5 Over all presentation on this project: 15 | 35 |

Agency/ Prospective Bidder has to secure minimum 70 marks from the above technical evaluation criteria, failing which, the agency will be disqualified and their financial bid will not be opened.

On the basis of the technical assessment, **agencies securing the minimum qualifying marks will** be shortlisted and the financial bid of **only** the shortlisted agencies will be opened as per e-tender process. The date and time of opening of the financial bids will be conveyed to the selected agencies

1.2. Financial Evaluation

- 1.2.1. Firm / Prospective bidder(s) securing the qualifying marks mentioned in Section – 5 will be eligible for Financial Evaluation.
- 1.2.2. After the evaluation of technical proposal is completed and the short list of the eligible firms shall be finalized and only Technically Qualified bidders shall be notified regarding finally shortlisted agencies indicating the date and time set for opening of the Financial Proposals.
- 1.2.3. The Financial Proposals as given in **Annexure –IV** shall be opened as per e-tender process.
- 1.2.4. Prospective bidder can present themselves in person or through his / her representative at the time of opening of financial bid, if he /she wishes. It is not mandatory, as the said bid shall be opened online.
- 1.2.5. For financial evaluation, total cost of financial proposal as corrected / modified as mentioned below will be considered. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the former will prevail.
- 1.2.6. Since the proposed work is having maximum budget ceiling of **Rs 387.00 Lacs**, including taxes, (This does not include the amount of Operation contract), **any financial proposal exceeding the limit / proposed budget shall not be considered.**

2. Final Award / Arrival of allottee:

2.1. The Final allottee shall be finalized by the committee on the basis of QCBS as given below:

- a. The Weight-age to the technical bids would be 80 for Technical Bid and 20 for Financial Bid respectively.

2.2. Methodology to arrive at final allottee:

- 2.2.1. **Technical Bid** : The total marks obtained out of 100 marks in technical bid shall be scaled down to minimum of 80 Marks as follows which shall hence forth be the total marks obtained by the bidder against the technical bid. Bidders should be prepared to substantiate the claimed experience if so requested by department. The bidder shall submit operation and maintenance plan and story board along with physical layout drawings along with technical bid.

Marks (Maximum 80) on technical bid (A) = 0.80 x Marks of the technical bid Under evaluation.

- 2.2.2. **Financial Bid:** The Lowest Financial Bid would be the be awarded 20 marks other financial bidder would be awarded marks out of maximum of 20 based on the following Formula.

Marks (Max20) on Financial Bid (B) = $\frac{0.20 \times \text{Lowest Financial Bid} \times 100}{\text{Financial Bid under Evaluation}}$

The bidder scoring maximum total marks would be recommended for selection.

- 2.2.3. Final allottee arrived at, may be called for negotiation, if required / decided by the Committee, before issuance of award / work order.

SECTION – 6

Terms of Payment: No advance will be paid for any kind of work to be executed. Payment will be made on the progress basis on the percentage of total project cost as per the schedule below:

| Stage | Payment Stage | (%) Percentage of payments |
|-------|--|----------------------------|
| I | On completion of major civil works related to control room and supply of Cables | 10% |
| II | After the receipt of Hardware / Equipment at site. | 35% |
| III | After completion of the Content Generation Works, Visuals and Graphics etc related to the show. | 10% |
| IV | After system integration, trial run & soft Commissioning in first language. | 25% |
| V | On translation, recording, modification, adjustment additions, alterations based on observations of Stake holders & handing over after commissioning. | 10% |
| VI | On successful commissioning & after submission of additional performance bank guarantee of 10% of contract amount valid till 12 months from the date of commissioning and handing over, which shall have to be extended further as per the duration of O&M contract. NB: The payment is subject to the condition that the agency entering into the operation contract with the Authority. | 10% |

Note:

1. All payments shall be made on receipt of valid bills along with all supporting documents..
2. The payments shall be made in INR only by Bhaderwah Dev. Authority, J&K.
3. For delay in final execution, delivery of goods/services, beyond the stipulated time / period, as per the requirements, BDA reserves the right to impose liquidated damages as stipulated in the tender.
4. Payments shall be made as per actual work done on ground.
5. Participation / quoting of rates for minimum 01 (One) year of operation & Maintenance, as per specific Annexure, along with free full operational training to the designated staff of this authority is mandatory. Non participation / non-quoting of O&M rates for minimum 01 year/ refusal for O&M as per the tender condition(s) shall lead to out rightly rejection of bid.

SECTION – 7

ADDITIONAL INFORMATION

1. The Project cost as indicated i.e. Rs. 387.00 lacs, is **final having upper ceiling**. The prospective bidder has to quote his /her rates for installation & commissioning of show within the budgeted cost indicated, **In case the financial proposal, excluding the amount of Operation, exceeds the limit of Rs. 387.00 Lacs (including All Applicable Taxes), the same will not be considered.**
2. The selected agency should be open to minor modifications in the design, if required. In consultation with the CEO-BDA or Officer / Committee designated by CEO-BDA for the propose, however, the cost shall in no case exceed the rates finalized by the Rate Contract Committee of department of Tourism constituted for the purpose.
3. The project cost should include all duties, taxes. The rates of the contractor shall be inclusive of labour-cess necessary recovery of labour-cess shall be made from each RA bill by the BDA to be deposited with labour board / depts. In case the labour board is not established, recovery made by BDA on account of labour-cess shall be retained under suspense head and will be deposited with the labour board at the later date as and when the labour board is established in the state.
4. Any reduction in the quantities of the Hardware equipment in the final project conceived found to be less than the minimum quantity mentioned/ agreed in the tender will attract deduction of actual amount for the quantities found lesser based on the bill of entry or Performa Invoice.
5. The bidder will visit the site of the project at his own cost and the preliminary expenses of research, concept and simulation for the presentation etc will be borne by him. However, Executive Engineer of Bhaderwah Development Authority will assist and co-ordinate the entry and permission to the site.
6. The Bidder must ensure that the location selected is accessible and barrier free for physically challenged persons. If needed, minor works shall also be included in the Scope of Work.
7. Any equipment/material damaged before the handing over, the replacement and risk etc to be borne by the bidder. However, damage(s) caused to civil works or equipment(s) or otherwise during operational period by the bidder, repair / maintenance or replace
8. All risk, including terrorism risk, agency's insurance policy, for the contract amount to be taken by the allottee / agency, beneficiary BDA up to defect liability as well as operational period for the hardware works, civil, electrical works, etc. (all engineering associated works), Third party and workman compensation policy of workers working at site.
9. All electrical works shall be done by the supervisor/ technicians having valid electrical license.
10. All equipment supplied and installed and the workmanship of the work done shall be guaranteed for 12 months from the date of completion and handing over of the work. The defect liability period is for 12 months reckoned from the date of commissioning and handing over to client. The defects if any noticed during the period shall be immediately rectified failing which the firm shall be liable for action by the BDA, which may include forfeiting partially or fully of EMD or any other amount due or pending with BDA
11. All software, proprietary of script and design shall exclusively be right of BDA & shall not be utilized at all anywhere else within the Union of India..

12. The successful bidder will notify the Nodal Officer who is well versed with aesthetic & technicality of the project for proper coordination with BDA.
13. **Liquidated damages for delay** - 1% of the contract amount subject to maximum of Rs.25000/-per week or part thereof. The total liquidated damages of delay should be subject to an overall maximum of 10% of the contract amount. In case, the agency is not able to perform as per the satisfaction of the BDA or in case of in-ordinary delay, the BDA reserves the right to terminate the Contract without issuing any notice in the matter and the firm will be liable to compensate for the loss. In such case, CEO BDA / Ex.Engineer BDA shall have right to get the leftover / remaining work executed from any other agency at the cost and risk of allottee. Difference of cost shall have to be paid by the successful bidder / agency
14. The Executive Engineer of Bhaderwah Development Authority will provide storage space to the agency for storage of equipment etc. However, safety and security of the space and equipment shall be the responsibility of the agency.
15. Providing temporary electrical connection for installation only shall be facilitated by Executive Engineer, BDA through respective department at one point on payment by the agency on the basis of actual consumption.
16. During operational period the cost of electricity consumed for light and sound show shall have to be borne by the agency / allottee.
17. The agency shall be solely responsible for complying with all provisions of EPF & Misc. Provisions Act 1952 and ESI Act, relating to manpower engaged for this contract and in the event of any liability on BDA by virtue of its being principal employer due to failure of the agency to comply with the said Act, the Agency shall indemnify and reimburse the amount payable by BDA on this account.
18. If, at any time during the execution/operation of work, the agency is unable to proceed with the work and is not responsive to the requests and notices of the BDA to continue work, the BDA reserves the right to get the work completed at the risk and cost of the agency. The Agency shall, in addition, indemnify the BDA for the loss suffered by the BDA as a result of his failure to proceed with the work.
19. It may be ensured that only top class vendors for any/all activities or items to be outsourced are engaged by the bidder. Each and every item and service provided / rendered is to be of excellent quality and conform to standards / specifications/ practices of quality failing which they are liable for rejection at no costs thereon. All items and services are also to conform to safety standards / standards as laid down by local Authorities.
20. The Guidelines of the local land form an integral part of the tender document and need to be complied with in all respects.
21. The offer submitted should be complete in all respects. It is mandatory to bid for the entire scope of work in this document. Incomplete/conditional offers shall not be considered for evaluation and are liable for outright rejection. Offers not fulfilling any of the conditions are liable for rejection.
22. BDA reserves the right to scrap the tender without assigning any reason whatsoever. BDA reserves the right to reject any bid without assigning any reason whatsoever.
23. The decision of BDA shall be final. The bidder shall be bound by the terms and conditions of this document and shall not raise any objection on the same once the agreement is executed.

24. Submission of a bid is an acceptance on the part of the bidder to conform to the rules and regulations of (all) Statutory Agencies /Authorities and the Law of the Land in all respects. The bidder must be careful to read and understand the terms and conditions of the tender document
25. Safe material shall be used with adequate and requisite provisions for covering exigencies etc. No compromise on safety standards shall be accepted. The area shall be sturdy and safe in all respects to avoid any mishap. It is the responsibility of the bidder that all factors have been properly investigated and considered while submitting the bid.
26. All the material provided shall be of a quality befitting the status of the show. If it is found that sub-standard material is used, payment for the same will not be released. In case any discrepancy in the material is noticed at any stage, the same shall be rectified at no extra cost. The selected agency shall have to complete the entire job by the time schedule indicated in this document.
27. All liabilities including claims, insurance, legal etc. shall also be settled by the agency awarded the contract. Executive Engineer, BDA and / or its clients shall be indemnified of any such claim/s. The selected agency will reimburse all such contribution, expenses & all other charges/liability to which Executive Engineer, BDA may be held liable in connection with the execution of work by the Authorities/Court compensation for the purpose under the provision of any of the laws, social legislation in force as on date or which may be made applicable subsequently.
28. The agency will ensure the presence of their liaison teams, technical teams, etc. at site during execution of works at site.
29. The bidder should preferably have suitable infrastructure in or around the location by dedicated associates to execute the approved design. Bidder shall have to enclose documentary evidence in support of the details concerning the dedicated associates.
30. **Validity of Tender:** Tender shall remain valid for acceptance for a period of 90 days from the date of opening of Envelope I.
31. **Termination by default:** BDA reserves the right to terminate the contract of any agency in case of change in the Government procedures OR policy or unsatisfactory services
32. **Risk – Purchase Clause :** If the agency, after submission of tender and the acceptance of the same, fails to abide by the Terms and Conditions of the tender document or fails to complete the work within the specified time or at any time repudiates the contract, BDA will have the right to:
 - a. Forfeit the EMD
 - b. Forfeit the Performance Security.
 - c. Impose liquidity damage for the delay in completion of the work.
 - d. In case of completion of balance / entire work through alternative sources at a price higher than the original contract amount, the agency will pay the balance amount to Executive Engineer, BDA
 - e. For all purposes, the work order accepted by the bidder and issued by the BDA will be considered as the formal contract.
 - f. Any other penalty, as deemed fit,.

33. **Arbitration** : Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out or relating to the Contract, designs, specifications, estimates, instructions, order or these conditions or otherwise concerning the works, or execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the CEO, Bhaderwah Development Authority, Bhaderwah or any other person appointed by him, the same shall be resolved through arbitration under the Indian Arbitration & Conciliation Act, 1996 as amended till date. The award of the Arbitrator shall be final, conclusive and binding on all parties to this contract.
34. **Jurisdiction**: The contract shall be governed by the Laws of India and jurisdiction of courts for legal issue will be J&K State.
35. **Force Majeure**: Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. The party affected by an event of Force Majeure will immediately notify the other party of such an event and will also notify the unaffected party on cessation of disability resulting from such Force Majeure act.
36. All future corrigendum, addendum including notice for pre bid meeting (if any) etc pertaining to this tender shall be notified ONLY on the website. No separate intimation, by any kind shall be made by TIA of BDA
37. BDA will return the earnest money, where applicable, to every unsuccessful tenderer after finalization of the tender and award of work.
38. This notice of tender shall form part of the Contract documents.
40. The use of Whitener/eraser in this tender is prohibited cases. If any correction becomes of necessary, the same should be done scoring off originally written rates & figures etc. and then rewriting should be done under initials of person filling the tender.
41. **Ownership**: The Script written and its recording shall have the sole ownership of BDA and will not be utilized by the agency in any form.
42. **Agreement**: On award of work, the agency will enter into an agreement as per the format **Annexure** and all communications including this tender will be part of the agreement documents.

SECTION 8

Operation (Terms and Conditions)

1. The Bidders have to quote the rates for the operation cost for two shows on daily routine basis by employing Trained/Qualified staff who are well versed with the technology used.
2. The Financial implication of operation cost for two years will not be part of Total Project Cost as in Part-I of **Annexure IV**.
3. Bidders to quote lump sum for all components of the project as per heads mentioned in Price Bid. The defect liability period is one years from the date of completion and handing over. Defects if any, noticed during the period shall be rectified by the agency. The bidder is required to quote operation of the show for one years, extendable by another two years with mutual consent of bidder/ allottee and BDA with 10% cumulative hike on quoted rates annually.
4. The equipment, sitting gallery etc. shall be cleaned on daily routine basis and at no time any foreign particle shall be visible. The agency shall also carry out all activities servicing and preventive maintenance as suggested by the key equipment's manufacturers.
5. The show timings will be notified by the concerned authorities well in advance and staff shall be available at least two hours before the show for daily routine maintenance.
6. Non-operation of show due to non-availability of staff will attract penalty as specified in the tender.
7. The operational cost of Electricity and water charges for light and music show shall be borne by the allottee / agency. In case, agency fails to clear monthly dues for electricity and water connection, the dues shall be cleared by BDA and in such case, the agency shall have to pay an amount equivalent to dues cleared plus penalty of 5% to BDA, which can be deducted from the amount / dues lies with BDA, in case the agency fails to pay back the said amount.
8. The Bidder shall provide Manpower/workforce (the "technical staff") suitable for the job work specified by the CLIENT and communicated to the agency in writing. In case the staff provided by the Agency to the CLIENT is not found satisfactory, the CLIENT and the agency shall agree to replace such staff forthwith.
9. The Agreement for operation shall be for a period of **1 years** and may be renewed for a further period of two years or more with mutual consent of allottee and CEO-BDA with 10% annual hike as given above under clause 03..
10. The Agency will also ensure that the technical staff provided by the agency is of good character, well behaved, skilful in the trade required for the performance of the duties assigned and does not indulge into any activity harmful to the reputation and image of the CLIENT or its employee. In the event of any complaint received by the CLIENT against any of the workers of the agency, the same shall be forwarded to the Agency for remedial action and the agency is expected to take such action expeditiously.
11. It is clearly understood by and between the parties to the Agreement that the staff shall at all times and for all purpose shall be the employees of the Agency.
12. Prices quoted shall remain firm and free from any fluctuation/escalation during the contract period.

13. In case, the show is not operated due to non availability of manpower, a penalty of Rs **2500/-**per show shall be imposed. If the same continued for consecutive three days, CLIENT has right to terminate the contract without any notice and forfeit the due payments for this work.
14. In case of any technical snag, Agency team will be associated for rectification of such snag.
15. The CLIENT shall not interfere or influence in any manner the selection or engagement of the staff. Further the CLIENT shall not be responsible for or otherwise concerned with, the employment or non employment of the Staff by way of discharge, termination dismissal or retrenchment or re-employment.
16. The agency shall be solely responsible for complying with all the provisions of EPF and Misc. Provisions Act, 1952 and ESI Act and other Acts applicable relating to manpower engaged for this contract and in the event of any liability by virtue of its being principal employer due to failure of the contractor shall indemnify and reimburse the amount payable by CLIENT on this account.
17. The agency or the staff will not act in a manner derogatory to or inconsistent with the CLIENT's high standard and reputation or its business or cause nuisance in the management of the business or its customers or visitors.
18. The Agency shall indemnify the CLIENT from any claim made or damages suffered the CLIENT by reason of any default on the part of the Agency, or his employees in due observance and performance of the provisions of law applicable to the matter relating to the staff.
19. Payment terms: Payments for operation (**1 years**) will be done on quarterly (3 months) basis on the yearly charges as offered by the bidder.
20. A Separate agreement in this regards will be executed between CLIENT and the successful bidder.
(Annexure XI)

Note: The word CLIENT appearing in this section/tender means an organization which may be given the responsibility to commercially run the show with other activities.

Annexure-I

Similar work Experience of agency on the basis as given in tender during the last 7 years supported with documents with detail of Hardware Equipments.

Agency Experience (Private/PPP/Joint Venture Projects)

Indicate name of executing agency if done by a JV/ Consortium partner:

| S. No | Name of the show with location | Cost of the project in INR | Name of the Client with contact | Stipulated period/Date for completion | Completion date of project |
|--------------|---------------------------------------|-----------------------------------|--|--|-----------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Note: Attach supporting documents with details of hardware installed.

(Signature of Authorized Signatory)

Annexure-II

Availability of Technical Team & Infrastructure

The bidder needs to provide the details of key personnel / support staff as proposed by him for deployment on site for successful completion of the show.

| Key personnel / support staff | Name of the key personnel / support staff |
|--------------------------------------|--|
| Team Leader | |
| Creative Designer | |
| Sound Engineer | |
| Light Engineer / Expert | |
| Graphic Designer | |
| System Programmer | |
| Other Manpower | |
| Other infrastructure | |
| | |

The bidder may co-opt experts in any other field deemed necessary.

Bidders to submit documentary support in respect of above. (Pics, I cards etc)

(Signature of Authorized Signatory)

Annexure-III

Format for Annual Turnover as per the Audited Accounts

Towards the qualifying experience

| S.N. | Financial Year | Turnover Indian Rupees (INR) |
|------|----------------|---------------------------------|
| 1 | 2018- 19 | |
| 2 | 2019- 20 | |
| 3 | 2020- 21 | |

(Signature of Authorised Signatory)

This is to certify that the above information has been examined by us on the basis of relevant documents; books of accounts & other relevant information and the information submitted above is as per record and as per details annexed.

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

Financial Bid

NAME OF WORK: CONSTRUCTION OF MUSICAL WATER FOUNTAIN WITH LIGHT & SOUND SHOW AND PROJECTION ON WATER SCREEN AT BHADERWAH FORT.

I - Financial bid for execution and implementation

| S. No | Description of work | Quoted Price(IN INR) |
|--------------|--|-----------------------------|
| 1 | Visualization and Art Content Generation, Hardware supply, installation, testing and commissioning including all lighting, control room equipments, Musical Fountain, Projector, Laser and other effect machines, Wall Washer Mood Lights, Civil Works including control room, Landscaping etc | Rs..... |
| | Grand Total: | Rs..... |

NOTE:

- I. The financial bid should be in Indian Rupees.
- II. All bidders should indicate the total cost, **“inclusive of all taxes, transportation and allied charges”**, etc.
- III. The total cost inclusive of all taxes should be clearly indicated both in figures and words. In the event of mismatch between the amount quoted in figures vis-à-vis words then the amount quoted in words will be taken as the bid cost for evaluation purposes.

Date:

Signature of the authorized signatory and seal of the Agency

II. Financial bid for Operation of Show (Mandatory, Non-quoting shall lead to cancellation of bid. In such case, he /she shall have no claim on bid / allotment of work)

| S No | Description of work | Minimum Price bid | Rate (Rs.) Per Month | Amount(Rs.) Per Year |
|------|---|--------------------------------------|----------------------|----------------------|
| | Operation of Show: | | | |
| a) | Operation of Sound and Light Show on daily basis (2 shows) by providing trained / qualified manpower. | 1% of allotted cost | | |
| b) | Upkeep of all indoor / outdoor, fixtures and keeping them in intact condition | | | |
| c) | Cleaning the Gallery area, show area Complete as per tender conditions | | | |
| | For 1 st Year (Defect Liability Period) Only Operation | | | |
| | For 2 nd Year onwards (Operation and Maintenance) (on mutual consent of agency and BDA) | 10% hike on each previous year rates | | |
| | Total | | | |
| | (In words) | | | |

NOTE:

- (i) The financial bid should be in Indian Rupees.
- (ii) All bidders should indicate the total cost, “**inclusive of all taxes**”, etc.
- (iii) The total cost inclusive of all taxes should be clearly indicated both in figures and words. In the event of mismatch between the amount quoted in figures vis-à-vis words then the amount quoted in words will be taken as the bid cost for evaluation purposes.

Signature of the authorized signatory and seal of the Agency

UNDERTAKING

(On Company Letterhead)

We certify that:-

1. I/We have gone through the bid documents and its terms and conditions and fully understood it. All the terms and conditions are acceptable to me / us

2. There has been no conviction by a Court of Law or indictment / adverse order by a regulatory authority for a grave offence against us. It is further certified that there is no investigation pending against us or the CEO, Directors / Manager / Employees of our concern. .

3. That the decision of BDA will be undisputable in accepting a rejection of my / our offer.

Signature & Seal of Bidder

Date _____

Place _____

FORMAT FOR AGREEMENT

(To be executed on non-judicial stamp paper of Rs 100/-)

This agreement, herein referred to as Agreement, enter into on this the ____day of _____ between BDA having its registered office at(hereinafter referred to as the First Party, which expression shall include its successors and assignees) of the first part through _____ and M/s _____ having its registered office at _____ through _____ (hereinafter referred to Second Party, which expression shall include its successors and assignees) on the second part.

Whereas the First Party is desirous of executing the **MOUNTING OF CONSTRUCTION OF MUSICAL WATER FOUNTAIN WITH LIGHT & SOUND SHOW AND PROJECTION ON WATER SCREEN AT BHADERWAH FORT** and has invited tenders describing the works to be done.

And whereas the Second Party has responded to the tender invitation and has submitted the tender, followed by subsequent presentation/discussions with the committee appointed by the First party and the Second Party confirmed the rate and of the assignment as negotiated and agreed before the committee.

And whereas the Second Party has necessary experience and expertise to plan and execute the show and whereas he/she/they has/have agreed to undertake the Project of **MOUNTING OF CONSTRUCTION OF MUSICAL WATER FOUNTAIN WITH LIGHT & SOUND SHOW AND PROJECTION ON WATER SCREEN AT BHADERWAH FORT** of high standard in 2 language or as required at an agreed/settled amount of

Rs. _____

(Rupees.....) inclusive of all expenditure and all taxes as applicable.

And whereas the first party believing the assurance and representation as true and correct has appointed the second party terms and conditions as set herein below.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS;

In this agreement, the words and expressions shall have the same meaning as are respectively assigned to them in the payment terms, the scope of work and terms and conditions, attached with the letter of intent/Work Order issued by the First Party and accepted by the Second Party for the works.

The following documents shall also be deemed to form and be read and construed as part of the agreement and shall be complementary to one another.

- I.
- II.
- III.

NOW IT IS HEREBY AGREED AS FOLLOWS;

After the receipt of approved show script form the First Party, Second Party will start the work of recording sound track, mixing and forward the CD/cassette for approval as per time schedule stipulated in tender and prepare the sound track as required. The Scope of Work also include Hardware equipment, system integration associated civil & electrical work as defined in the tender.

The acceptance of the Second Party work will be subject to the final approval of the First Party, and if in their opinion it is necessary to make certain changes in any part of the show the Second Party will carry out the changes free of charge and decision of the First Party will be final in this regard. All actions will be completed as per the schedule and approvals by the First Party.

The First Party will have the right to inspect the works while the same are in progress.

The Second Party will not deviate from the script approved by the First Party without obtaining prior written permission.

The copyright of the production will rest with the First Party and will be transferred to the Authority after completion. The Second Party shall not use the script or any input, technical or otherwise related to this project with any other client or similar projects which have been undertaken by him or which he might undertake.

The Second Party will complete all the works in their scope of work within agreed period **including the hardware installation and system integration for both the languages or as required.** In case of failure to complete the works the Penalty Clause as stipulated will be effective. In case of inordinate delay in completing the work, the First Party will have the right to withdraw the work from the Project Director and get the same executed from any other agency at risk and cost of the Second Party.

The First Party shall pay the Second Party the said amount of Rs. _____ (Rupees _____) or such amounts that shall become payable at the

time and in the manner hereinafter specified in the tender. All such payments shall be subject to tax deduction at source – as required by the state, against which the First Party shall furnish necessary certified copy to the Second Party.

The Second Party will supply two sets of script in each of the **two languages or as required.**

This contract shall be subject to Force Majeure.

PERFORMANCE SECURITY

The performance Security submitted during the award of contract of 5% of the tendered amount as interest free **Security Deposit** in the form of Account Payee Demand Draft/ Bank Guarantee from a commercial bank in an acceptable form, the Bank Guarantee should remain valid for a period of 12 months beyond from the date of completion & handing over of all works related to show. The Security Deposit will be released after successful performance of the contractual obligation.

Liquidated damages for delay - 1% of the contract amount subject to maximum of Rs.25000/- per week or part thereof. The total liquidated damages of delay should be subject to an overall maximum of 10% of the contract amount. In case, the agency is not able to perform as per the satisfaction of BDA or in case of in-ordinary delay, BDA reserves the right to terminate the Contract and the firm will be liable to compensate for the loss.

The second party shall be solely responsible for compliance with all provisions of EPF, ESI and other statutory provisions relating to manpower engage for the purpose of this contract. The first party shall not have any liability in respect of the workers engaged by the Second party. The second party shall keep the first party indemnified in the said workers.

In pursuant to an order/direction of Government of India or any statutory authority, the First Party is constrained to foreclose this agreement before the period of completion, the agreement shall be treated as closed w.e.f. the date of the foreclosure notice. However, the Second Party shall be paid proportionately to the extent of the work completed by him till the date of the issue of the said foreclosure notice.

The contract can be terminated any time by either party upon giving three months notice to the other party and in the event of such termination, the Second Party shall be liable to refund the excess amount paid/payment, if any made to him over and above what is due to him on the date of termination and the First Party will be entitled to make full use of all or any of the material prepared.

In such an event, the First Party shall also be liable to pay the Second Party any such amount as may be pending in respect of the works satisfactory completed by him up to that period in terms of this contract. If at any time during the progress of the works or after the completion thereof any time during the continuances of this agreement any dispute or differences arise between the parties hereof in relation to or in connection with this agreement, the same shall be referred to the arbitration by the Director, BDA, Jammu or his nominee as sole arbitrator and his decision shall be final and binding on the parties.

The said arbitration shall be governed by the Indian Arbitration and Conciliation Act 1996 as amended or enacted from time to time. The arbitration proceeding shall be conducted in the English language and the venue of the said arbitration shall be held in New Delhi/ Jammu, India. Courts at Delhi/ Jammu only shall have Jurisdiction.

In witness whereof the parties mentioned above have signed on the date, month and year stated above.

Agreed by Second Party

Agreed for and behalf of (First Party: BDA)

(Name and Signature)

(Signature with seal)

In the presence of

- 1.
- 2.

- 1.
- 2.

Annexure VII

MOU for Consortium

This memorandum of understanding is signed between (1st Member) and.....(2nd Member) who have formed a consortium on this..... day of20..... to participate and execute the work of **MOUNTING OF CONSTRUCTION OF MUSICAL WATER FOUNTAIN WITH LIGHT & SOUND SHOW AND PROJECTION ON WATER SCREEN AT BHADERWAH FORT** for which BDA has invited tenders.

We here by agree that both the Members shall abide by the prescribed clauses set forth in the Bid documents, which would be entered into through the Agreement and Subsequently carry out all the responsibilities as an agency in accordance with the terms of Agreement.

We further agree that the roles and responsibilities to submit the bid and execute the contract till defect liability period and thereafter till the Annual Maintenance Contract Period and thereafter till the Annual Maintenance contract period as mentioned below and that both the members of the consortium shall be liable jointly and severally for the execution of the transaction process in accordance with the terms of the Agreement.

The information about each members of this consortium (not more than two) furnished below.

| Consortium partners | Lead Members | Member |
|---|---------------------|---------------|
| Title | | |
| Individual/ proprietorship/ Partnership/ Pvt. Ltd./ Ltd. | | |
| Registered Address | | |
| Postal Address | | |
| Telephone/ Mobile | | |
| e-mail | | |
| Key personnel | | |
| Chairman | | |
| Managing Director | | |
| Director | | |
| Partner | | |
| Proprietor | | |
| Role of Member* | | |

The members of the consortium shall nominate any one member out of the technical or their financial member as the lead member.

Alternatively, the Members of the consortium can nominate one member as lead member for both technical as well as financial.

We agree and nominate Sh. S/o(Designation) of lead member as the attorney on behalf of the consortium to acts, deeds and things necessary in connection with or incidental to our bid for the projects under consideration including signing and submission of all the documents and providing information / response to BDA, representing us in all matters in connections with our tender.

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 shall and shall always be deemed to have been done by us.

We hereby further agree to the following terms and conditions-

1. Any or one of the consortium members should purchase the tender document from BDA and/ or intimate BDA, in case the tender document are downloaded from the websites;
2. An individual bidder cannot at the same time be a member of Consortium applying for the same tender. Further a member of a particular Consortium cannot be a member of any other consortium applying for the bid.
3. Member, as the case may be, shall be required to meet the criteria specified in its respective field or any of the members may fulfill all the eligible criteria.
4. Any entity which has been barred by BDA or by the GOI from participating in the transaction processes and the bar subsists as on the bid due date, would not be eligible to submit the bid, either individually or as a member of a Consortium.
5. Any change in the composition of a Consortium will not be permitted during any stage of the bidding process and thereafter up till the defect liability period in case work is awarded in their favour.
6. The name, permanent residential address and telephone number/s of each of its director, partner or authorized representative to the bidder for record and reference at the time of execution of the agreement.

In witness whereof the member parties mentioned have signed on the date, month and year stated above.

Agreed by
FIRST PARTY
(Signature with Seal)

WITNESSES

- 1.
- 2.

Agreed by
SECOND PARTY
(Signature with Seal)

WITNESSES

- 1.
- 2.

Annexure VIII

Hardware List

Name of work: **MOUNTING OF CONSTRUCTION OF MUSICAL WATER FOUNTAIN WITH LIGHT & SOUND SHOW AND PROJECTION ON WATER SCREEN AT BHADERWAH FORT. (Unpriced)**

| S.N. | Description of items with make & model | Qty. |
|-------------|--|-------------|
| A | Lighting Equipments | |
| | | |
| | | |
| | | |
| | | |
| B | Audio related items | |
| | | |
| | | |
| | | |
| | | |
| C | Projection System/Effect machines | |
| | | |
| | | |
| | | |
| D | Fountain, water screen and lighting assembly | |
| | | |
| | | |
| | | |
| E | Electrical allied works Ex. Panels and cables etc | |
| | | |
| | | |
| | | |
| | | |
| F | Control Room Equipments | |
| | | |
| | | |
| | | |
| | | |
| G | Essential Services equipment's i.e control room etc | |
| | | |
| | | |
| | | |
| | | |

Pre Contract Integrity Pact

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2018 between on one hand, The President of India acting through Shri _____, Designation of the Officer, Ministry/Department, Govt. of India (hereinafter called the “BUYER” which expression shall mean and include unless the context otherwise requires his successors in office and assigns) of the First part and M/s _____ represented by Shri _____, Chief Executive Officer hereinafter called the “BIDEER/SELLER” which expression shall mean and include unless the context otherwise requires his successors and permitted assigns of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/item) and the BIDDER / SELLER is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/public company/Government undertaking/ partnership expert agency constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department, Govt. of India/PSU performing its function on behalf of The President of India.

NOW THEREFORE:- To avoid all forms of corruption by following a system that is fair, transparent free from any influence/prejudiced dealings prior to, during and subsequent to agency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specific actions by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. COMMITMENTS OF THE BUYER

1.1 The BUYER undertakes that no official of the BUYER connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will during the pre-contract stage treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYERS will report to the appropriate Govt. office of any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings delayed to the contract process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

3. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular, commit itself to the following:

3.1 The BIDDER will not offer directly or through intermediaries any bribe, gift consideration, reward, favour, any material or immaterial benefit, other advantage, commission, fees brokerage or inducement to any official of the BUYER connected directly or indirectly with the bidding process or to any person, organization or third party related to a contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered, promised to give directly or Indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing forbearing to show favour or disfavor to any person in relation to the contract or any

- other contract with buyer
- BIDDERS** of foreign origin shall disclose the name and address of the Agents/Representatives in India and Indian BIDDERS shall disclose foreign principals.
- 3.3
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary in connection with this bid/contract.
The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized Government sponsored export entity of the stores and has not engaged any
- 3.5 individual or firm or company whether Indian or foreign to intercede facilitate or in any way to recommend to the BUYER or any of its functionaries, whether official or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.
- The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payment he has made is commented to or intends to make to officials of the BUYER or their family members agents brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.6
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of the business relationship regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other Manner without supporting it with full and verifiable facts
The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned
- 3.11 above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly is a relative of any of the officers of the BUYER or alternatively if any relative of any officers of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term "Relative" for this purpose would be as defined in Section 6 of the Companies Act, 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings of transaction directly or indirectly with any employee of the BUYER.

4. PREVIOUS TRANSGRESSION

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country confirming to anti-corruption approach in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject BIDDER can be disqualified from the tender process or the contract already awarded, can be terminated for such reason.

5. SANCTIONS FOR VIOLATIONS

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions wherever recurred.
- I. To immediately call off the pre-contract negotiations after assigning any reason. However, the proceedings with the other BIDDER(s) would continue.
- II. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall assign reason therefore.

- III. To immediately cancel the contract if already signed, without giving any compensation to the BIDDER.
- IV. To recover all sums already paid by the BUYER and in case an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- V. To en-cash the advance bank guarantee and performance bond/warranty bond if furnished by the BIDDER in order to recover payments already made by the BUYER along with interest.
- VI. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money due to the BIDDER.
- VII. To debar the BIDDER from participating in future bidding processes of the Govt. of India for a minimum period of 5 years, which may be further extended at the discretion of the BUYER.
- VIII. To recover all sums paid in violation of this Pact by BIDDER(s) any middlemen or agent or broker with a view to securing the contract.
- IX. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- X. Forfeiture of Performance Bond in case of a decision by the BUYER to seek for the forfeiture for imposing sanction for violation of this Pact.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor (s) appointed for the purposes of this Pact.

6. FALL CLAUSE

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or sub-systems at a price lower than that offered in the present bid in respect of any other customer, Ministry/Department of the Government of India or PSU and if it is found at any stage that similar products/systems or such systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price than that very price with due allowance for elapsed time would be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER if the contract has already been concluded.

7. INDEPENDENT MONITORS

7.1 The BUYER appoints independent Monitor for this Pact in consultation with the Central Vigilance Commission (Name and Address of the Monitors to be given).

7.2 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

7.3 The Monitor is not subject to instructions by the representatives of the parties and

- performs
his functions, neutrally and independently.
- 7.4** Both the parties accepted that the Monitor has the right to access all the documents relating to the project/procurement including minutes of meeting.
- 7.5** As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Authority designated by the Buyer.
- 7.6** The BIDDERS accept that the Monitor has the Right to access without restriction to all project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER with confidentiality.
- 7.7** The BUYER will provide to monitor sufficient information about all the meetings among the parties relating to the project provided such meeting could have an impact on contractual relation between the parties. The parties will offer to the Monitor the option to participate in such a meeting.
- 7.8** The Monitor will submit a written report to designated Authority of Buyer in the Department within 8 to 10 weeks from the date of reference or intimation to him by the buyer/bidder and should the occasion arise, submit proposal for correcting problematic situations.

8. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Book of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. LAW AND PLACSE OF JURISDICTION

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. VALIDITY

11.1 The validity of this Integrity Pact shall be from the date of its signing and valid upto 5 years after complete execution of the contract to the complete satisfaction of both the BUYER and the BIDDER/SELLER and including warranty period. In case the BIDDER is unsuccessful this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this integrity pact at _____ on _____.

BUYER

Name of the Officer
Designation

BIDDER

“Chief Executive Officer”

WITNESS

WITNESS

AGREEMENT FOR OPERATION

This contract, herein referred to as _____ Agreement, entered into on this _____

(hereinafter referred to as the First Party/CLIENT, which expression shall include its successors and assignees) of the first part and _____ having its registered office at _____
_____ (hereinafter

referred to Second Party, which expression shall include its successors and assignees) on the second part, and stands effective from the date of inauguration of the Sound & Light Show at _____

Whereas the First Party is desirous of operation of the Sound and Light Show at _____
_____ as per tender invited by BDA. describing the works to be done through committee appointed by the First party.

And whereas the Second Party has responded to the tender invitation and has submitted the tender, followed by subsequent presentation/discussions with the committee comprising of BDA. and the Second Party confirmed the rate and of the assignment as negotiated and agreed before the committee.

And whereas the Second Party has necessary experience and expertise to plan and execute the show and whereas he/she/they has/have agreed to undertake the Project of Operation of the Sound and Light Show at _____at an agreed/settled amount including all applicable taxes.

And whereas the first party believing the assurance and representation as true and correct has appointed the second party terms and conditions as set herein below. NOW THIS AGREEMENT WITNESSTH AS FOLLOWS;

In this agreement, the words and expressions shall have the same meaning as respectively assigned to them in the payment terms, the scope of work and terms and conditions, attached with the letter of intent/Work Order issued by the BDA and accepted by the Second Party for the works.

The following documents shall also be deemed to form and be read and construed as part of the agreement and shall be complementary to one another.

- 1. Tender Document No _____ dated _____
- 2. Work Order No _____ dated _____

Note: The word CLIENT appearing in this section means State Govt./.....

NOW IT IS HEREBY AGREED AS FOLLOWS;

- 1. The second party shall operate shows on daily routine basis by employing Trained/Qualified staff who are well versed with the technology used.

2. Bidders to quote lump sum for all components of the project as per heads mentioned in Price Bid. The defect liability period is one years from the date of completion and handing over. Defects if any, noticed during the period shall be rectified by the agency. He the bidder is required to quote operation of the show for one years.
3. The equipment, sitting gallery etc. shall be cleaned on daily routine basis and at no time any foreign particle shall be visible. The agency shall also carry out all servicing preventive maintenance as suggested by the key equipments manufacturers.
4. The show timings will be notified by the concerned authorities well in advance and staff shall be available at least two hours before the show for daily routine maintenance.
5. Non-operation of show due to non-availability of staff will attract penalty as specified in the tender.
6. The Bidder shall provide Manpower/workforce (the “technical staff”) suitable for the job work specified by the CLIENT and communicated to the agency in writing. In case the staff provided by the Agency to the CLIENT is not found satisfactory, the CLIENT and the agency shall agree to replace such staff forthwith.
7. The Agreement shall be for a period of **1 years** and may be renewed for a further period on the discretion of the management of First party.
8. The Agency will also ensure that the technical staff provided by the agency is of good character, well behaved, skilful in the trade required for the performance of the duties assigned and does not indulge into any activity harmful to the reputation and image of the CLIENT or its employee. In the event of any complaint received by the CLIENT against any of the workers of the agency, the same shall be forwarded to the Agency for remedial action and the agency is expected to take such action expeditiously.
9. It is clearly understood by and between the parties to the Agreement that the staff shall at all times and for all purpose shall be the employees of the Agency.
10. Prices quoted shall remain firm and free from any fluctuation/escalation during the contract period.
11. In case, the show is not operated due to non availability of manpower, a penalty of Rs 2500/- per show shall be imposed. If the same continued for consecutive three days, CLIENT has right to terminate the contract without any notice and forfeit the due payments for this work.
12. In case of any technical snag, Agency team will be associated for rectification of such snag.
13. The CLIENT shall not interfere or influence in any manner the selection or engagement of the staff. Further the CLIENT shall not be responsible for or otherwise concerned with, the employment or non employment of the Staff by way of discharge, termination dismissal or retrenchment or re-employment.

14. The agency shall be solely responsible for complying with all the provisions of EPF and Misc. Provisions Act, 1952 and ESI Act other Acts applicable relating to manpower engaged for this contract and in the event of any liability by virtue of its being principal employer due to failure of the contractor shall indemnify and reimburse the amount payable by CLIENT on this account.
15. The agency or the staff will not act in a manner derogatory to or inconsistent with the CLIENT's high standard and reputation or its business or cause nuisance in the management of the business or its customers or visitors.
16. The Agency shall indemnify the CLIENT from any claim made or damages suffered the CLIENT by reason of any default on the part of the Agency, or his employees in due observance and performance of the provisions of law applicable to the matter relating to the staff.
17. This contract shall be subject to Force Majeure.
18. **Payment terms:** Payments for operation and maintenance (**1 years**) will be done on quarterly (3 months) basis on the yearly charges as offered by the bidder as per **Annexure IV**
19. **Arbitration :** Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out or relating to the Contract, designs, specifications, estimates, instructions, order or these conditions or otherwise concerning the works, or execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the CLIENT or any other person appointed by CLIENT, the same shall be resolved through arbitration under the Indian Arbitration & Conciliation Act, 1996 as amended till date. The award of the Arbitrator shall be final, conclusive and binding on all parties to this contract.
20. **Jurisdiction:** The contract shall be governed by the Laws of India and jurisdiction of courts for legal issue will be State Govt.
21. **Termination by default:** CLIENT reserves the right to terminate the contract of second party in case of change in the Government procedures OR policy or unsatisfactory services.

NOTE: Client shall mean BDA or their authorized agency

Section-3 (Technical Information) Mandatory Requirements. It is MANDATORY for bidders to mention their proposed Make/Brand (Only One) and quantity of each item in their Bid Submission. Bidders will follow detailed minimum Specifications of all equipment's of Musical Fountain and other related works as below:

| Particulars | Make of Items |
|--|---|
| Submersible Pump-sets -Multiple Totaling to 110 KW of various Capacities with Mounting Frames,Strainers,etc. | Make of Submersible Pump Sets: Grundfos/ITT/KSB/Ebara/Krabb/Weir |
| Solenoid Valves: The electrically operated solenoid valve will be designed for extremely fast operation and minimum obstruction for a high flow rate. These valves are best suited for adaptability and variability for fast movement in fast beat songs. Material of construction: Stainless steel/Solid Brass/Equivalent. | Make of Solenoid Valves: Water color/Krabb/CE Certified |
| Valves: All Control Valves Should be 304 Stainless Steel/Solid Brass/Bronze/Equivalent. Control Valves with different sizes at various Locations. Quantity as Required with allied accessories and supporting holders and Fittings required. | Make of Valves: Tyco/ITT/Krabb/OASE/DRP |
| LED LIGHTS : 24V \ 15W, 36 W/ 24V RGB LED lights Specially Tailored for Musical Fountains, Professional Fountain LED can light fountain nozzles evenly with high efficiency.(the light can easily track and light water Columns to 0- 30 meter high. The LED should be equipped with 3-color chips in each bulb and controlled by simultaneous light control system and can change the color, jump, chase and fade automatically in accordance with the music input. The Cover is made of high quality Sus 304 with intensity and fast cooling quality with the head made of 5mm Thick Tempered glass and 12mm Silicon Pad between to make the whole light water proof (IP-68), Special Plastic cable gland compact socket head fasteners and mounting brackets all of stainless steel, Under Water Junction boxes, waterproof three way and four way connectors, waterproof prolong connectors with different sizes. | Make of LED Lights: ASL/Krabb/The Fountainers /OASE/Himalaya |
| Software and Associated Hardware Solutions: To Consist Proprietary Software/Library Programs Commands Implemented through Electronic Systems like PLCs, Adjustable Smart Music Converter Inverter, Special Professional Fixed and Exhaust System, Soft Starters etc., Capable of Customizing & Synchronizing the response of Water Jets, Vaccumised LED Lights, Music. Video Projections and Laser Systems and should be stored and Run from | Computer(DesktopPC)Make: DELL/ASUS/Lenovo Software: Advanced Musical Software Soft Starter/VFD Make: Schneider/Mitsubishi/ABB |

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| a computer (Desktop Pc). | |
| Audio System: Supply Installation and Fixing Audio/dimmer Rack, 600mm wide height approx 1800mm with aluminum frame and 800 mm depth, top bottom side panel and rear door of CRCA sheet of 1mm front door with aluminum section and fixed glass as per IEC Standard. | Make: Any Reputed Brand |
| SITC of Subwoofer with Drivers 1 x 18"; Frequency range 35- 150 Hz; Power capacity - program / peak: -- 2300 / 4600 W ;Impedance -8 ohms ; Sensitivity 1 W / 1 m - 96 dB ;SPLmax / 1 m / peak 131 dB or better and All weather with IP 54 rating | Make: LACOUSTIC/D&BAUDIOTECHNIK/ TWAUDIO GERMANY |
| Supply Installation Testing and Commissioning of 8 channel mixer console with digital FX processor and compressor. | Make: Yamaha/ LD Systems Germany/Allen Heath/Sound craft |
| SITC of Loudspeakers with Drivers 1 x 8" LF / 1 x 1" HF, Frequency range -70 - 20000 Hz, Power capacity program / peak: 400 / 800 W , Impedance-8 Ohm Coverage range (h x v) 90° x 60° HF-horn, ratable, Sensitivity 1 W / 1 m - 95 dB ;SPLmax / 1 m / peak -124 dB; Weatherized products with IP54 rating. | Make: LACOUSTIC/D&BAUDIOTECHNIK/ TWAUDIO GERMANY |
| SITC of Four Channel Amplifier with inbuilt DSP, 5100W @2ohm; 3900W@2.7Ohm; 2900W @4Ohm; 1450W @8Ohm; , 5900W @8 ohm Bridge mode, 10000@4ohm in bridge mode; Maximum output voltage 175Vpeak and 130Apeak current; Frequency Response 20Hz-20KHz;S/N Ratio- 108dBA; Crosstalk -70dB@1Khz;THD+N < 0.01%; Slew Rate-50V/microSec; Damping Factor >5000@ 20-100Hz; A/D and D/A Converters of 24bit/96KHz; 24 bit 192KHz; DSP Inbuilt Preset Memory; Crossover Filters - linear phase (FIR), Butterworth, Linkwitz-Riley, Bessel: 6 dB/oct to 48 dB/oct (IIR);Input Equalizers - Raised-cosine, custom FiR, parametric iiR: peaking, hi/lo-shelving, all-pass, band-pass, band-stop, hi/lo-pass; Output Equalizer ; Limiters - P TruePower™, RMS voltage, RMS current, Peak limiter; With DSP and ETH. or Separate input and output DSP and Speaker presets better specs | Make: LACOUSTIC/D&BAUDIOTECHNIK/ TWAUDIO GERMANY/ POWERSOFT |
| Musical Fountain Control System: The Musical Fountain Control System with latest advanced Scientific technology including music control, Programmable control and intelligent control technology capable to recognize the melody, rhythm, volume and frequency of the music pieces and realize the real time control of the whole system and the synchronization of water and music with the | |

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| <p>convenient operation interfaces and function of programming music tracks with special network control distributed system.</p> | |
| <p>Water Effects: Patterns/Grids to be Installed within the Fountain : water screen with different patterns of nozzles</p> | <p>Make: Krabb/OASE/Wet Design/PEM/The Fountains/Himalaya</p> |
| <p>Laser Systems: Supply Installation Testing and Commissioning of 5W Laser Beam Projectors with cabling and accessories and operating control using ILDA protocol running RGB laser projector Pangolin or Equivalent. Total Output 5W generated by pure diode only. Integrated FB4 media server (DMX, Artnet, Network auto mode. With IP54 rated housing. Total Power: 5W, configuration R-1W G-2W B-3W Divergence Angle: +/- 30° 40Kpps Scanner Power Supply: 100-240VAC.</p> | <p>Laser Make: LaserWorld /LPS /Prodynamics/ Kvant</p> |
| <p>Projector: SITC of Projector DLP, 1920x1200 native solution, min. 20000 lumens, laser phosphor with Christie Bold Color Technology, contrast Ratio: up to 500000:1, Motorized horizontal and vertical lens offset, Inputs: HDMI/DVI-D Controls: RS232 Ethernet should be complete with mounts and lens.</p> | <p>Make: Christie/NEC/Sony</p> |
| <p>MCC Panels: a) Made of 2 mm thick sheet steel enclosure, foot mounted cubicle type, epoxy powder coated (Siemens grey). Front doors are hingeable & lockable with the body. b)Degree of protection – IP 54. c) All cable entry from bottom. d) All doors and gland plates have spongy rubber gasket. e) Panels should have the main incoming feeder, bus bar chamber, instrument chamber, pump feeder chamber and cable ally chamber. i. Main incoming chamber consist of one number rated TP MCCB, make Schneider/ L&T / Siemens / GE / Equivalent. ii. Bus bar Chamber consisting of rated current. 415 V 50 Hz, with heat sink and rated CT, Make Kappa / AEE / Equivalent. iii.Instrument Chamber consisting of digital / analogue Ammeter & Voltmeter with selector switches and phase indication lamp and necessary rated SP MCB, make MDS/ GE/ Schneider for control circuit. iv. Every pump feeder consisting of short circuit protection through HRC TPN</p> | <p>ABB/Siemens/Schneider/L&T</p> |

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| <p>Main Switch (GE/ L&T/ Siemens/ Schneider) , overload protected through thermal overload relay (GE/ Schneider/ L&T/ Siemens), Single Phasing protected by single phase preventor (Make: Minilec), rated star & delta contactors and star delta timer (GE/ L&T/ Schneider / Siemens), ammeter, voltmeter, selector switches, rated CT, overload indication & pump OFF-ON push button and necessary rated SP MCB, make MDS/ GE/ Schneider for control circuit. f) Cable ally consisting of rated terminals (Elmex / Phonix).</p> | |
| <p>Power DB: a) Made of 2 mm thick sheet steel enclosure, foot mounted cubicle type, epoxy powder coated (Siemens grey). Front doors are hingeable& lockable with the body. b) Degree of protection – IP 54. c) All cable entry from bottom. d) All doors and gland plates have spongy rubber gasket. e) Panels should have the main incoming feeder, bus bar chamber, instrument chamber, incoming cable termination chamber and out outgoing cable termination chamber. i. Main incoming feeder consisting of rated capacity TPN HRC fuse switch combination, make: Schneider/ L&T / Siemens / GE / Equivalent. ii. Bus bar chamber consisting of rated capacity aluminium bus bar with heat sink, rated capacity CT, make AEE / Kappa. iii. Instrument Chamber consisting of digital / analogue ammeter and voltmeter with selector switch, phase indicating lamp and required rated SP MCB, make Schneider/ L&T / Siemens / GE / MDS for control circuit.</p> | <p>ABB/Siemens/Schneider/L&T</p> |
| <p>Solenoid Valve Panel: a) Solenoid valve panel made of 2mm thick sheet steel enclosure, foot mounted type, epoxy powder coated (Siemen's grey). Front doors are hingeable& lockable with the body. b) Degree of protection – IP 54. c) All cable entry from bottom. d) All doors and gland plates have spongy rubber gasket. e) Panel should have the main incoming feeder, bus bar chamber, instrument and component chamber and transformer chamber. i. Main incoming chamber consist of one number rated TP MCCB or MCB, (make: MDS / Schneider/ L&T / Siemens / GE / Equivalent). ii. Bus bar Chamber consisting of rated current aluminum bus, with heat sink. iii. Instrument Chamber consisting of digital / analogue Ammeter & Voltmeter with selector switches and phase indication lamp and necessary rated SP MCB, make MDS/ GE/ Schneider for control circuit. iv. Component chamber should have every channel protected by SP MCB, make – MDS /</p> | <p>ABB/Siemens/Schneider/L&T</p> |

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| <p>Siemens / Schneider/ L&T and every channel operated by the mini contactor (Make: Moeller / Schneider / GE) or PLA relay, 2 CO / 3 CO. Terminals (Elmex) are provided for every channel and necessary rated SP MCB, make MDS/ GE/ Schneider for control circuit.</p> | |
| <p>LED Light Panels: a) LED light panel made of 2mm thick sheet steel enclosure, foot mounted type, epoxy powder coated (Siemen's grey). Front doors are hinge able & lockable with the body. b) Degree of protection – IP 54. c) All cable entry from bottom. d) All doors and gland plates have spongy rubber gasket. e) Panel should have the rated main incoming TPN MCB (Make- MDS/ Siemens, L&T, Schneider), rated aluminum bus bar, digital/analogue ammeter and voltmeter with selector switch and every LED light channel protected by SP MCB (Make- MDS/ Siemens, L&T, Schneider) and operate through mini contactor (Make: Moeller / Schneider / GE) or PLA relay, 2 CO / 3 CO. Terminals (Elmex) and necessary rated SP MCB, make MDS/ GE/ Schneider for control circuit. f) Transformer Chamber – It consists of step down rated KVA air cooled transformer suitable for Led Lights.</p> | <p>ABB/Siemens/Schneider/L&T</p> |
| <p>IP 65 Housing for Laser Projector: Laser housing protection cover of suitable size with locking arrangements, pole mounting frame and other accessories. The power consumption is at 1150W with a cooling power of 12000BTU. Ability to pump 3590W of heat. Operating temperature: -15°C to +50°C</p> | <p>International Standard Company</p> |
| <p>IP 65 Housing for Video Projector: Housing protection cover of suitable size with locking arrangements, pole mounting frame and other accessories. Aluminium, plated and epoxy powder coated for excellent corrosion resistance, stainless steel. High-power AC fans changes air every 1-2 seconds when projector lamp is on. Heating elements maintain minimum operating temperature and prevent condensation (Outdoor).</p> | <p>International Standard Company</p> |
| <p>Water Proof Wiring: Cable network consisting of cables of different sizes. Copper conductors, double insulated PVC core cable of for heavy duty applications (Havells, Polycab, Speed Cables, Guilin international Wire & Cables or any reputed brand of IEC Standard) Copper Conductors, Double insulated PVC core cables for Low duty applications (Havells, Polycab, Speed Cables, Guilin international Wire & Cables or any reputed brand of IEC Standard) The system should be made sturdy by</p> | <p>International Standard Company</p> |

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| providing adequate Earthing as well as High Voltage/Current safeguards. | |
| Strainer(s): Stainless Steel Mesh. | International Standard Company |
| Pipes and Connecting Feeder Pipes: All Made of 304 Stainless Steel. | Make: Krabb/Himalaya/Any reputed brand |
| Fountain Nozzles: All Nozzles Brass or 304 Stainless Steel technically as required, and operating as per International Hydraulics, Sreem, Jets should be boll joint adjustable and be Spinning Technology, all Nozzles should be Fitted with noryl/CL Chromium plated Boll Joint. | Make: Krabb/OASE/The Fountains/ Himalaya |
| Control System | |
| Lighting & Lighting Server DMX Splitters , Cables and Controllers (Advanced) | |
| Media Server Intel I7 Processor/AMD Threadripper or Equivalent Window 10 pro OS (With lifetime license) with 16GB RAM or more Nvidia GPU with minimum 4 outputs supporting 7680x4320@60Hz 256 GB SSD primary drive 256 GB SSD Secondary drive Motherboard supporting 1 gpu at x16 Full HD output on each display out 23/24" Flat Panel LED Monitor with HDMI or equivalent display port Industrial grade components from high end brands like Asus, MSI, Gigabyte, corsair, coolermaster. | |
| Fountain and Lighting Software The musical fountain control software should be with the latest advanced scientific technology DMX based including Music Control, Programmable Control and Intelligent Control Technology capable to recognize the melody rhythm, volume and frequency of the music peace's and realize the real time control of whole system and the synchronization of water, music and lights with the convenient operation interfaces and function of programming and music tracks with special network control distributed system. | |
| HDMI Extender receiver/ transmitter Should be able to transmit and receive signals distance ranging from 300 to 600 feet. | |
| Network Switch 16 Port managed switch with 1000 mbps speed. | |
| Wifi Router 802.11ac based router with high speed of 300 mbps. | |

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| <p>Wireless Mic System A PA announcer system, to be used for announcements before the show.</p> | |
| <p>Cables for Video Data Transmission Cable for data transmission needs to of robust quality, to withstand and climatic condition Cable should be able to withstand any electro magnetic interference in presence of any.</p> | |
| <p>Projector Control Cable UTP CAT 6</p> | |
| <p>Power Cables for Projectors 3 core Hard bound cables which can withstand any climatic or time based challenges.</p> | |
| <p>UPS UPS should be always online and in case of any sudden power failure it should be able to run the show for atleast 30 mins before shutdown. It should be able to run all the projectors, sound system, and house lights in case of power failure.</p> | |
| <p>Assorted watts LED Lights of various Cone angles for different location in premises.</p> | |
| <p>Site Development and Landscaping Between Masjid Area & Fort Area Landscaping of area by way of Turf, Filling of Ground, Making of Mounts, Flowers Beds and Terraces.</p> | |

Sd/-
(Amarjeet Singh)
Executive Engineer BDA
Bhaderwah