

# Beach Festival 2017 at Mandvi

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TENDER NOTICE NO.2017/07

## TENDER DOCUMENT

For

**SELECTION OF AGENCY FOR ORGANISING BEACH FESTIVAL, 2017**  
**ON TURN KEY BASIS**  
**AT MANDVI BEACH, KUTCH, GUJARAT**

**Through online e -tendering process only**



### **TOURISM CORPORATION OF GUJARAT LTD**

Block No. 16, 4th floor, Udyog bhavan

Sector - 11, Gandhinagar - 382 017

Phone: 91-079-23977206, 23977219

[www.gujarattourism.com](http://www.gujarattourism.com)

**JUNE, 2017**

## Beach Festival 2017 at Mandvi

### Notice inviting On-line Tender

#### Details about Tender: Tender Notice No. 2017/07

Department Name	:	Tourism Corporation of Gujarat Limited
Officer Inviting Bids/Bid Opening Authority	:	The Managing Director, TCGL Block No. 16, 4th floor, Udyog bhavan, Sector - 11, Gandhinagar – 382 017 Ph: (079) 23977206, 23977219
Name of Work	:	Selection of Agency for organising Beach Festival, 2017 on Turn Key Basis at Mandvi beach, Kutch, Gujarat.
Period of Contract	:	<b>(1<sup>st</sup> to 31<sup>th</sup> Oct, 2017) 31 Days/31 Nights of event.</b>
Tender Currency Type	:	Single
Tender Currency Settings	:	Indian Rupee (INR)
Joint Venture \ Consortium	:	Not allowed
<b>Amount Details</b>		
Bid Document Fee	:	<b>Rs. 2400/-</b> in form of Demand Draft of Nationalised Bank and HDFC/AXIS/ICICI bank
Bid Document Fee Payable to	:	Non refundable by Demand Draft in favor of <b>“Tourism Corporation of Gujarat Ltd”</b>
Bid Security /EMD (INR)	:	<b>Rs. 70,000 /-</b>
Bid Security/ EMD in favour of	:	<b>“(Rupees Seventy Thousand Only) by DD in favor of “Tourism Corporation of Gujarat Ltd” from any Nationalised Bank</b>
<b>Tender Dates</b>		
Bid Document Downloading Start Date	:	27/06/17 at 15.00 hrs.
Bid Document Downloading End Date	:	15/07/17 at 18.00 hrs
Pre-bid Meeting Date	:	04/07/17 at 15.00 hrs
Last Date & Time for Receipt (Submission) of Technical Bid	:	17/07/17 at 13.00 hrs
Date of Tender opening	:	17/07/17 at 16:00 hrs
Bid Validity Period	:	150 days from opening of price bid
Submission of certain documents, etc.	:	Submission of EMD, Tender fee, Technical Bid and other Documents from <b>27/06/17 at 15.00 hrs. upto 17/07/2017 at 13.00 hrs</b> in the office of The Managing Director, TCGL Block No. 16, 4th floor, Udyog bhavan, Sector - 11, Gandhinagar – 382 017
Remarks	:	Bidder shall submit their financial offer in electronic format on website, after digitally signing the same. Offers which are not digitally signed will not be accepted. No offer in physical form will be accepted and any such offer is received by The Managing Director, TCGL Block No. 16, 4th floor, Udyog bhavan, Sector - 11, Gandhinagar – 382 017 will be outright rejected.
Phone	:	(079) 23977206

# Beach Festival 2017 at Mandvi

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## General Terms and Conditions

- (1) Bidders can download the tender document free of cost from the website.
- (2) Bidders have to submit Price bid in Electronic form only on nprocure website till the last date & time for submission.
- (3) Price bid offers in physical form will not be accepted in any case.

Bidders who wish to participate in online tenders will have to procure/ should have legally valid Digital Certificate as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of license certifying Authority of India or can contact (n)Code Solutions – A division of GNFC Ltd., who are licensed Certifying Authority by Govt. of India.

All bids should be digitally signed. The bidder should contact at below mentioned address for :

Free vendor training camp will be organized every Saturday between 4.00 to 5.00 PM at (n) Code Solutions – A Division of GNFC Ltd. Bidders are requested to take benefit of the same.

**(n) Code Solutions**

**A Division of GNFC**

**301, GNFC Infotower, Bodakdev, Ahmedabad –380 054 (India) ,Tel: +91 26857316/ 17/ 18, Fax: +91 79 26857321, E-mail: [nprocure@gnfc.net](mailto:nprocure@gnfc.net)**

## Beach Festival 2017 at Mandvi

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### CONTENTS

<b>CHAPTER NO.</b>	<b>PARTICULARS</b>
	INVITATION FOR BIDS (IFB)
I	INSTRUCTIONS TO THE BIDDER
II	GENERAL TERMS AND CONDITIONS
III	TERMS OF REFERENCE
IV	SPECIAL TERMS AND CONDITIONS OF CONTRACT
V	ANNEXURES

## Beach Festival 2017 at Mandvi

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### INVITATION FOR BIDS (IFB)

Government of Gujarat through Tourism Corporation of Gujarat Ltd. (TCGL) has planned to organize beach festivals at various beaches in the State of Gujarat. During this year the TCGL has decided to organize beach festival from **1<sup>st</sup> Oct, 2017 to 31<sup>st</sup> Oct, 2017** at Mandvi beach, Kutch, Gujarat.

TCGL is inviting agency for organising beach festival, 2017 at Mandvi beach, Kutch. The work includes indentifying the site on beach of Mandvi, Conceptualizing, Designing, Execution and Supervision of temporary structures & related infrastructure, including exterior and interior decoration, development of site, infrastructure and related service, general ambience etc. and related Event management work including arranging sports/adventure activities/Cutural programmes on turnkey basis from 1<sup>st</sup> to 31<sup>st</sup> Oct, 2017 at Mandvi beach, Kutch. The cost of works under the scope is estimated at **Rs. 70.00 Lakhs**.

# Beach Festival 2017 at Mandvi

## SCHEDULE FOR INVITATION OF TENDER

### TENDER NAME:

Selection of Agency for organising Beach Festival, 2017 on Turn Key Basis at Mandvi beach, Kutch, Gujarat.

To	<b>Name of Tender:</b> Selection of Agency for organising Beach Festival, 2017 on Turn Key Basis at Mandvi beach, Kutch, Gujarat.
	<b>Issue of Tender</b> From 27/06/2017 at 15.00 hrs to 15/07/2017 upto 18.00 hrs.
	<b>Pre-Bid Meeting:</b> On 04/07/2017 at 15.00 hrs at the The Managing Director, TCGL Block No. 16, 4th floor, Udyog bhavan, Sector 11, Gandhinagar – 382 017
	<b>Bid Due Date:</b> 15/07/2017 upto 18.00 hrs.(online)
	<b>Technical Bid Submission:</b> 17/07/2017 upto 13.00 hrs (Physical)
	<b>Bid Submission Address:</b> The Managing Director, TCGL Block No. 16, 4th floor, Udyog bhavan, Sector 11, Gandhinagar – 382 017
	<b>Technical Bid Opening Date &amp; Time:</b> 17/07/2017 at 16:00 hrs
	<b>Price Bid opening:</b> To be communicated later
	<b>Venue:</b> The Managing Director, TCGL Block No. 16, 4th floor, Udyog bhavan, Sector 11, Gandhinagar – 382 017.

### Note:

- 1 Please address all queries and correspondence to the The Managing Director, TCGL Block No. 16, 4th floor, Udyog bhavan, Sector 11, Gandhinagar – 382 017. **email address: dpbhalala@gujarattourism.com**
2. If the Office of the The Managing Director, TCGL happens to be closed on the day of receipt of the bids as specified, the bids will be received and opened on the next working day on opening of the Office upto the same time and at the same venue.
3. Please quote Ref. Number in all your correspondence.

### General Instructions

- 1.0** Bidders who wish to participate in this selection process will have to register on <https://www.nprocure.com>. Further, participating Bidders will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic commercial proposals. Bidders can procure the same from (n) Code Solutions – a division of GNFC Limited, or from any other agency licensed by Controller of Certifying Authority. Government of India. Bidders who already have a Digital Certificate need not procure a new digital certificate.
- 2.0** **Technical Bid:** Bidders shall submit physically their bids in TWO SEPARATE PARTS in sealed envelopes super-scribed with due date, time, project and nature of

## Beach Festival 2017 at Mandvi

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bid). **Bidder has to submit hard bound document duly numbered. Loose documents shall be outrightly rejected.**

**PART-I:** Bid Security and Price of the Tender Document in a separate sealed envelope superscripted with the Tender Document number. Please enclose EMD of **Rs. 70,000/-** and Price of one copy of the Tender Document of **Rs 2,400/-** in form of Demand Draft drawn in favour of **“Tourism Corporation of Gujarat Limited”** payable at Gandhinagar.

**PART-II:** Original and one copy of TECHNICAL BID complete with all technical and commercial details **except the prices**. Original printed document shall be considered as authentic.

**Note: Filling up prices in Part II will render the Bidder disqualified.**

The envelopes containing Part-I and Part-II of offer should be enclosed in a larger envelope duly sealed. The enclosed CUT-OUT Slips shall be filled and pasted on the envelopes. All pages of the offer must be signed.

- 3.0 Financial Bid: Bidder shall submit the FINANCIAL BID online through www.nprocure.com only.**
- 4.0** Services offered should be strictly as per specifications mentioned in this Tender Document. Please spell out any unavoidable deviations, article-wise, in your bid under the heading “Deviations”.
- 5.0** Once quoted, the Bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.
- 6.0** The price of one copy of the Tender Document is **Rs. 2,400/-**, which can be paid by crossed Demand Draft. The Demand Draft may be drawn in favour of **“Tourism Corporation of Gujarat Limited”** payable at Gandhinagar.

Yours faithfully,  
For and on behalf of

**THE MANAGING DIRECTOR**  
**Toursim Corporation of Gujarat Limited (TCGL),**  
**Block No. 16, 4th floor, Udyog bhavan,**  
**Sector 11, Gandhinagar – 382 017.**

## Beach Festival 2017 at Mandvi

*To be pasted on the outer envelope containing Bid Security,  
Tender Fees, Technical bid and Main Cover.*

### Important Data

DO NOT OPEN – THIS IS A BID

#### *Bid Security/Tender Fees/Technical Bid/Main Cover*

To	<b>Name of Tender:</b> Selection of Agency for organising Beach Festival, 2017 on Turn Key Basis at Mandvi beach, Kutch, Gujarat.
	<b>Issue of Tender</b> From 26/06/2017 at 15.00 hrs to 15/07/2017 upto 18.00 hrs.
	<b>Pre-Bid Meeting:</b> On 04/07/2017 at 15.00 hrs at the The Managing Director, TCGL Block No. 16, 4th floor, Udyog bhavan, Sector 11, Gandhinagar – 382 017
	<b>Bid Due Date:</b> 15/07/2017 upto 18.00 hrs.(online)
	<b>Technical Bid Submission:</b> 17/07/2017 upto 13.00 hrs (Physical)
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	<b>Venue:</b> The Managing Director, TCGL Block No. 16, 4th floor, Udyog bhavan, Sector 11, Gandhinagar – 382 017.



# Beach Festival 2017 at Mandvi

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## CHAPTER – I INSTRUCTIONS TO THE BIDDER

### *ARTICLE-1: DEFINITIONS*

In this document, unless the context specifies otherwise, the following words and phrases shall mean and include:

- 1) **“Agreement”** means the document signed by the TCGL and Bidder that incorporates any final corrections or modification to the Tender and is the Legal document binding both the parties to all terms and conditions of the Contract.
- 2) **“Bid”** means the complete bidding document submitted by the bidder to the The Managing Director, Tourism Corporation of Gujarat Limited (TCGL) and shall include any corrections, addenda and modifications made therein.
- 3) **“Bidder”** shall mean a corporate entity or a society or a corporation or a firm eligible to participate in the tender in the stages of Pre-qualification, bidding process and shall include the successful bidder during the currency of the Contract.
- 4) **“Proposal”** means all documents and information submitted by bidder supporting its bid to provide the services to TCGL, as required under this document.
- 5) **“Contract Period”** shall mean entire term of the contract as indicated in the Article 1, Chapter IV.
- 6) **“Contract”** shall include the Terms of Reference as outlined under Chapter III within time limits indicated under Article 1, Chapter IV in accordance with the terms and conditions of the Agreement.
- 7) **“Corrupt Practice”** means the offering, giving, receiving or soliciting of any thing of value, pressurising to influence the action of a public official in the process of bidder selection and contract execution.
- 8) **“Authority”** shall mean Tourism Corporation of Gujarat Limited, Government of Gujarat for this purpose.
- 9) **“Operator/Contractor/Agency”** shall mean successful bidder shortlisted and allotted this work
- 10) **“Operator’s Equipment”** shall mean all equipment, instruments, tools, machinery and other appliances and things of whatsoever nature required for the fulfillment of the Contract or of the Operator’s Obligations, but not including those items which are intended to form, or which form part of the event.
- 11) **“Defects Liability Period”** shall mean the defects liability period from date of inaugurations of the facilities up to the success full completion during which the selected agency shall undertake the responsibilities, and have the liability for the facility.

## Beach Festival 2017 at Mandvi

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- 12) **“Facility”** shall mean the entire system to be designed and constructed in accordance with the provisions hereof, including pathways, toilets, structures, ramps, pits, pipes, fencing, lighting, testing and analysis equipment, tools, safety equipment, plant machinery, supplies, instruments and inventory incorporated therein, as well as all open areas within the site, and including any additions, modifications, alterations, replacement and repairs as may be made thereto from time to time and items executed under this contract.
- 13) **“Financial Capability”** means financial worthiness of bidders as per the terms of the Tender.
- 14) **“Government Authority”** shall mean any Indian entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions, including, without limitation, any government authority, agency, department, board, commission or instrumentality of Indian or any political subdivision thereof, court, tribunal, arbitrator or self-regulatory organization.
- 15) **“Law”** shall mean and include all the provisions of all Indian statutes, regulations, ordinances, codes, official or other standards, administrative or other rules, zoning and other plans and restrictions, building and other permits, judgments awards and decrees of, or agreements with any Governmental, semi-Governmental or quasi-Governmental Authority as currently in effect or as may be in effect from time to time and /or as may be amended or supplemented from time to time. The courts at Ahmedabad/Gandhinagar shall have exclusive jurisdiction over the matter.
- 16) **“Site”** shall mean that specific area specified in the bid documents and shall include any other places as may be specifically designated by the TCGL from time to time as forming part of the Site.
- 17) **“Local Language”** means the language declared by the concerned State Government as their official language.
- 18) **“Authority”** means the organisation/institution, which is floating this, tender i.e. The Managing Director, Tourism Corporation of Gujarat Ltd, Government of Gujarat, Gandhinagar.
- 19) **“Selection Procedure”** means the entire procedure conducted by TCGL to select and appoint the Successful bidder for the provision of the Services pursuant to the Tender process and the subsequent negotiation, finalization and execution of the Agreement.
- 20) **“Total Accepted Tender Value”** means the total value of services and supplies as covered under this Tender and agreed upon by the Authority and the Bidder.
- 21) **“Professional Advisor”** shall mean the agency appointed by the Govt. of Gujarat or its body to assist in preparing conceptual layout, tender preparation, evaluation of the agency, Third Party Inspection and Quality Assurance, bill certification, and contractual matters related to appointing the bidder for venue preparation for the Event.

## Beach Festival 2017 at Mandvi

- 22) “**Event Management**” means conceptualizing, Planning, Organizing, Operating and managing the event venue and supplying and providing all necessary services to the visitors.
- 23) “**Event Completion**” means completion of all supply, Execution, Services and Event management works under this contract.

### **ARTICLE-2: PROPOSED PROJECT**

TCGL is inviting agency for Organising beach festival, 2017. The work includes indentifying the site, Conceptualizing, Designing, Execution and Supervision of temporary structures & related infrastructure, including exterior and interior decoration, development of site, infrastructure service, general ambience etc. and related Event management work on turnkey basis.

### **ARTICLE - 3: ELIGIBILITY CRITERIA FOR BIDDERS**

The bidder shall be evaluated in two stages

- 1.) **Pre-qualification stage**
- 2.) **Technical Evaluation of Proposal**

The bidder fulfilling pre-qualification criteria shall be shortlisted for Technical Stage. The bidder should be fulfilling the following preconditions and must also submit documentary evidence in support of fulfillment of these conditions while submitting the technical bid. **Bids from consortiums are not allowed.**

TCGL reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and the TCGL’s decision shall be final in this regard. TCGL may, in its absolute discretion, waive any of the conditions and / or requirements in this tender in respect of any or all of the bidders.

#### **a) Stage –I : Pre-qualification Criteria for bidders**

<b>Sr.</b>	<b>Pre-qualification criteria</b>	<b>Documentary Evidence</b>
1	The bidder should have a minimum experience of three years in conceptualizing, designing, execution, supervision of temporary structure, related works, event management.	Work Order/Work Completion certificate <b>Annexure -8</b>
2	The Bidder should have achieved <b>Minimum Annual Average Financial Turnover</b> (in equivalent temporary structure, event management, related work etc) of <b>Rs. 84 Lakhs</b> in each of the last 3 years (i.e. 2014-15, 2015-16 and 2016-17).	Audited Financial Report for 2014-15, 2015-16 and 2016-17, CA certificate indicating minimum annual financial turnover from concept, design, execution, temporary

## Beach Festival 2017 at Mandvi

		structure/infrastructure, event management, similar work etc for year 2014-15, 2015-16 and 2016-17.
3	The bidder should have executed a minimum one similar work of at least <b>Rs. 56.00 Lakhs</b> at a single place in last three years.	The bidder shall provide work order and work completion certificate which mentions clearly the amount of work completed as well as scope of work.
4	The bidder shall submit a power of attorney authorizing the Signatory of the bid to sign and execute the contract.	Power of Attorney as per the format given in <b>Annexure -2</b>
5	The bidder shall provide PAN, Service Tax Number and Service Tax Return Statement/certificate.	A copy of PAN, Service Tax, Service Tax Return Statement /Certificate. The bidder shall also submit copy of the returns of Service Tax for last three years.
6	The bidder shall provide a valid EMD acceptable to TCGL. EMD deposit of <b>Rs. 70,000/-</b> has to be submitted along with bid document. Non-refundable Tender fees of <b>Rs 2,400/-</b> through DD favoring Tourism Corporation of Gujarat Ltd payable at Gandhinagar has to be annexed with the bid document.	Tender fee DD and EMD - DD
7	History of Litigation	As per the format given in <b>Annexure -9</b>
8	The bidder has to submit self certified letter indicating that they have not been blacklisted by any Government Department, Organisation, Corporation	Self certified letter – As per format given in <b>Annexure-11.</b>

### b) Stage – II : Technical Evaluation

The bidders fulfilling pre-qualification criteria will be shortlisted for Technical Evaluation. The technical evaluation criteria are given in the following table:

Sr.	Criteria	Documentary evidence	Marking Pattern	Max Marks
1	The bidder should have a minimum experience of three years in conceptualizing, designing, execution, supervision of temporary structure, infrastructure, event management. Experience will be considered as on last date of submission of tender	Work Order, Work Completion Certificate clearly indicating experience	if $3 \leq x \leq 5$ years - <b>10</b> if $5 < x \leq 8$ - <b>15</b> $x > 8$ years- <b>20</b>	20
2	The Bidder should have achieved <b>Minimum Annual Average Financial Turnover</b> (in equivalent temporary structure, event management, related work etc) of <b>Rs. 84 Lakhs</b> in each of the last 3	Audited Financial Report . Chartered Account certificate indicating minimum annual financial turnover from similar works.	If $84 \leq x \leq 126$ - <b>15</b> If $126 < x \leq 189$ - <b>20</b> If $x > 189$ - <b>30</b>	30

## Beach Festival 2017 at Mandvi

	years (i.e. 2014-15, 2015-16 and 2016-17).			
3	No. of similar work in value executed in last 3 years	Work Order/Work Completion certificate clearly mentioning the detail scope of work, cost of work etc.	Single work order of Rs. 45 lakhs & above - <b>20</b>  Two work order each of Rs. 45 lakhs & above – <b>25</b>  Three works order or more, each of Rs. 45 lakhs & above - <b>30</b>	30
4	No. of technical manpower with relevant experience <b>Civil Engineer (CE)</b> -01 no. <b>Electrical Engineer (EE)</b> -01 no. <b>Event Manager/Team Leader (EM)</b> -02 nos.	Attach CV of each technical person allotted to this work.	If CE =1 - <b>4</b> ifCE=0 - 0  If EE =1 - <b>4</b> If EE=0 - 0  If EM.>=2 – <b>2</b> If EM<2 -0	10
5	Availability of appropriate structures/equipments & other technical resources	Attach list of owned/ in possession list of structures /equipments, like H frame, Portals, crane, stage/decoration material, sofa/chairs etc. Provide asset register as per latest balance sheet. As per format given in <b>Annexure -12.</b>	Based on list of equipment	10

**After detailed evaluation of above details, as per marking system, TCGL shall shortlist the bidder securing 60 or more marks. Such bidder shall be called “Technically Eligible bidder” and such technically eligible bidder shall be called for Presentation on Concept, Design, Methodology to execute the work etc.**

### c) PRICE BID

- a. The evaluation will be based on **Quality Cost Based System (QCBS)**
- b. **The technically eligible bidder securing minimum 60% marks in Presentation shall be considered for opening the price bid and further process.**
- c. The Committee will evaluate the bidder by giving 60% weightage on the Quality of Concept and Design presented before it and 40% weightage to the Price Bid. All concerned details mentioned in price bid are to be supported with Annexure.
- d. Bidder shall fill up entire price bid along with final amount as part of price bid. This final amount shall be considered for further evaluation in QCBS formulae.

## Beach Festival 2017 at Mandvi

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- e. The Technical marks obtained by bidder shall be taken as Technical score (**T**) of technically eligible bidder
- f. Comparison of Price Bid shall be done by the formula as under:

$$\mathbf{Sf = 100 \times Fm/F}$$

Where: Sf is the standard financial score of the Price Proposal being evaluated

Fm is the lowest price bid

F is the Price Proposal under consideration

- g. Based on combined marks of Technical and Financial Bid, bidder securing highest score/ranking will be selected and the Committee if required will further negotiate and finalize the price.

$$\mathbf{Highest\ Score = T \times 0.6 + Sf \times 0.4}$$

TCGL reserves the right to make the appointment of the Successful bidder subject to such further terms and conditions as it considers appropriate in relation to the Tender process and/or the provision of the services. TCGL shall not be obliged to give any reason(s) for the selection and/or rejection of any Proposal or any part thereof.

TCGL reserves the right, at any time and in its absolute discretion, accept or reject Proposals, to pursue negotiations with any number of bidders, to withdraw from negotiations with any bidder at any time and to suspend, discontinue, modify and/or terminate the Tender process at any time.

### ***ARTICLE – 4: CORRECTION OF ERRORS***

Price Proposals determined to be substantially responsive will be checked by the TCGL for any arithmetic errors. Arithmetic errors will be rectified on the following basis:

If there is discrepancy between total price bid amount and summary of total cost of all components/parts, then the following will be procedure.

- a) Where there is discrepancy between the rates in figures and in words, whichever is less shall govern
- b) Where there is discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- c) If the total amount of bid quoted is less than actual summation of cost of all the components/parts as the case may be, then the total quoted amount shall govern and difference between the actual summation and amount quoted shall be considered as a discount.
- d) If total amount of bid is more than actual summation of cost of all components/parts as the case may be, then the individual cost of the components/parts shall govern and total amount shall be reduced to actual summation and it shall be considered as mistake in totaling.

However, the decision of TCGL in this regard shall be final and binding.

## Beach Festival 2017 at Mandvi

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The amount stated in the Form of bid for Price Proposal will be adjusted by the TCGL in accordance with the above procedure for the correction or errors and, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the EMD may be forfeited in accordance with relevant clause.

### **ARTICLE – 5: COMPARISON OF PRICE BIDS**

- TCGL will evaluate and compare only the bids determined to be substantially responsive in accordance with relevant clause.
- TCGL's evaluation of a bid will take into account, in addition to the bid prices indicated in the Schedule of Prices, the following costs and factors that will be added to each Bidder's bid price in the evaluation using pricing information available to the TCGL, in the manner and to the extent of the requirement of the TCGL.
  - a) If the price stated is not realistic the bid is liable to be rejected.
  - b) Compliance within the time schedule called for in the appendix to price proposal within and evidenced as needed in a milestone schedule provided in the bid;
  - c) The functional guarantees of the facilities offered against the specified performance criteria of the plant and equipment; and
  - d) The extra cost of work, services, facilities etc., required to be provided by the Employer of third parties.
- TCGL reserves the right to accept or reject any variation or deviation and other factors, which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to the TCGL, may not be taken into account in bid evaluation.
- If the bid of the successful bidder is substantially below the TCGL's estimate for the contract, TCGL may require the bidder to produce detailed price analysis to demonstrate the internal consistency of those prices.
- If a discount has been offered in any price proposal, such discount will be applied pro-rata against each item, the TCGL reserves the right to reject, will call for submission of new price proposals. In order to allow comparison on a common basis, each Price Proposal will be carefully scrutinized in accordance with the procedure outlines in relevant Clauses.

### **ARTICLE – 6: PRE-BID MEETING**

- A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by fax (hereinafter, the term "fax" is deemed to include electronic transmission such as facsimile, cable and telex) at the Employer's address indicated in the Invitation for Bid. The Employer will respond to any request for clarification which he receives prior to or during Pre-Bid Meeting.
- NO QUERIES OF ANY TYPE SHALL BE ENTERTAINED ON PHONE.

## Beach Festival 2017 at Mandvi

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- NO QUERIES SHALL BE ENTERTAINED ONCE PRE-BID MEETING IS OVER.
- Pre-bid meeting shall be convened on the specified date in the Conference Hall, TCGL, 4th floor-Block no.16, Udyog Bhavan, Gandhinagar. Evaluation criteria and method for Presentation and Price-Bid will be discussed in this meeting. It will be essential for the Bidders to attend the Pre-Bid Meeting so as to understand and clarify any issues related to Tender and related works.



# Beach Festival 2017 at Mandvi

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## CHAPTER-II GENERAL TERMS AND CONDITIONS

### **ARTICLE - 1: CHECKLIST OF DOCUMENTS COMPRISING THE BID**

1.1 The bid submitted shall have the following documents:

#### **Part-I**

Earnest Money Deposit and Price of one copy of the Tender Document in the form prescribed in the Tender.

#### **Part - II**

1. Bid signed and sealed (with official seal) in Original (with photocopies in copy I) on all pages with all pages duly numbered.
2. A CD containing the softcopy of the Technical Bid and scan copy of the documents submitted.
3. In case bidder is a company- Certified copy of Certificate of incorporation for companies & Memorandum and Articles of Associations,

Or

In case Bidder is a corporation- Authenticated copy of the parent statute

Or

In case of Firm- Certified copy of the Registration Deed

Certified copies of documents submitted, as above, must be signed and carry the seal of the authorised signatory.

4. List of present Directors/owners/executive council members/trustees/ Board members as applicable.
5. Technical Proposal elaborating the Bidders concept of the proposed Project should include the following:
  - i. All the annexures except the financial bid format shall be submitted with Technical Proposal.
  - ii. All legal and mandatory obligation to be fulfilled by bidder as mentioned in **Annexure -7**
  - iii. Team structure, size, capability and manpower deployment plan (Total Staffing plan including numbers) for execution of the work.
  - iv. Profiles of resources (technical personnel) proposed for the project (to be provided in the format included in **Annexure 6**). The bidder shall provide an undertaking, on a separate letter on company letter head signed by the authorized signatory, in the technical bid that all the profiles of the proposed

## Beach Festival 2017 at Mandvi

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resources are complete and accurate. In addition, each profile shall be signed by the resource (*of whom the profile is submitted*) and the authorized signatory. If the signature of the resource (technical personnel) couldn't be obtained, the authorized signatory, in each profile shall mention and certify that he has obtained the consent of the respective employee on the accuracy and completeness of qualifications and experience specified in the profile.

- v. A specific description of the prior experience as per format given in **Annexure -8.**
  - vi. Indemnity Undertaking as per the format given in **Annexure -10.**
6. Current Service Tax Return Statement for 2014-15, 2015-16 and 2016-17
  7. General power of attorney/Board of Directors resolution/ Deed of Authority contract and all correspondences/documents thereof. Format for General Power of Attorney is given at **Annexure-2.**
  8. Audited Balance sheet and Income statement duly signed by the statutory auditors and authorized signatory/ies of the Bidder for the years 2014-15, 2015-16 and 2016-17. Firms that do not publish financial statements, such as partnerships, submit specially prepared statements. A qualified external auditor should certify such statements. Annual reports shall include the auditor's certification.
  9. Documentary evidence (signed by authorized signatory) proving that bidder fulfills the criteria as stated in **Article 3, Chapter I.**
  10. Clause by clause compliance statement for the whole Tender Document including all Annexures
  11. All deviations and/or non-compliance clauses shall be listed separately
  12. Details in the formats as given at Annexures. (please check all the Annexures)

### **Part-III**

- a) Financial Bid as per *Annexure – 1* to be **submitted on-line only**. No deviations and/or non compliance clauses shall be allowed.

### **ARTICLE – 2: BIDDING DOCUMENT**

- 2.1 Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submits a bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid.

### **ARTICLE – 3: CLARIFICATION ON BIDDING DOCUMENTS**

- 3.1 Bidders can seek written clarifications within stipulated time from the date of issue of the tender document, to The Managing Director, TCGL, Gandhinagar. The clarification shall be issued without any delay.

## Beach Festival 2017 at Mandvi

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### **ARTICLE – 4: AMENDMENT OF BIDDING DOCUMENTS**

- 4.1 At any time prior to the deadline for submission of bids, TCGL for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by amendment.
- 4.2 All prospective Bidders who have received the bidding documents will be notified of the amendment through website <https://www.nprocure.com> and such modification will be binding on them.
- 4.3 In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, TCGL, at its discretion, may extend the deadline for the submission of bids.

### **ARTICLE – 5: LANGUAGE OF BID**

- 5.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and TCGL shall be in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For purposes of interpretation of the bid, the translation shall govern.

### **ARTICLE – 6: COST OF BIDDING**

- 6.1 The bidder shall bear all costs associated with the preparation and submission of the bid and TCGL will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.

### **ARTICLE - 7: BID FORMS**

- 7.1 Wherever a specific form is prescribed in the tender document, the bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.
- 7.2 For all other cases, the Bidder shall design a form to hold the required information.
- 7.3 Authority shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms

### **ARTICLE - 8: FRAUDULENT & CORRUPT PRACTICE**

- 8.1 Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial on-competitive levels and to deprive the TCGL of the benefits of free and open competition.
- 8.2 Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

### **ARTICLE - 9: LACK OF INFORMATION TO BIDDER**

- 9.1 The bidder shall be deemed to have carefully examined all contracts documents to his entire satisfaction. Any lack of information shall not in any way relieve the bidder of his responsibility to fulfill his obligation under the document.

## Beach Festival 2017 at Mandvi

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### **ARTICLE - 10: CONTRACT OBLIGATIONS**

**10.1** If after the award of the contract the bidder does not sign the agreement or fails to furnish the performance guarantee within the prescribed time limit, the TCGL reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this document.

### **ARTICLE - 11: BID PRICE**

**11.1** The financial bid should indicate the prices in the format/price schedule given at *Annexure – 1*.

Bidder shall categorically confirm strict compliance with the following stipulation in respect of their offer.

- a) Any effort by a bidder or bidder's agent/consultant or representative howsoever described to influence the TCGL in any way concerning scrutiny/consideration/evaluation/ comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
- b) The Bidder should indicate a single consolidated rate for contract period based on the payment terms specified in the tender.
- c) Bids should be submitted directly by the bidder.

**11.2** TCGL reserves the right to seek clarification/justification from the bidder on the bid price in case TCGL deems it necessary. Based on the justification provided by the Bidder, if TCGL feels that the price is unrealistic/infeasible in order to execute a project of this nature, TCGL reserves the right to reject the said bid. The Bidders shall be governed by the decision of TCGL.

### **ARTICLE - 12: BID CURRENCY**

**12.1** For the services required in the tender the prices shall be quoted in Indian Rupees. Payment for such services as specified in the agreement shall be made in Indian Rupees only.

### **ARTICLE - 13: BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)**

**13.1** The bidder shall furnish, as part of the Bid, a bid security for the amount of **Rs. 70,000/- (Rupees Seventy Thousand Only)** in favour of “**Tourism Corporation of Gujarat Limited**” payable at **Gandhinagar** issued by any nationalised bank or HDFC/Axis/ICICI bank in India in a separate envelope. Only after the confirmation of valid bid security, the Technical Bid will be opened.

**13.2** No interest shall be paid on bid security.

**13.3** EMD of bidders not short-listed will be refunded within 30 days from the date of declaration of short-listed bidders. If the bidder is short-listed then the security will be refunded within 30 days from the date of signing of the Agreement.

**13.4** **The successful bidder's bid security will be discharged upon the bidder signing the contract/Agreement, and furnishing the Security Deposit and Bank Guarantee.**

## Beach Festival 2017 at Mandvi

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**13.5** The bid security may be forfeited either in full or in part, at the discretion of TCGL, on account of one or more of the following reasons:

- a) The bidder withdraws their bid during the period of bid validity specified by them on the bid letter form.
- b) Bidder does not respond to requests for clarification of their bid.
- c) Bidder fails to co-operate in the bid evaluation process, and
- d) In case of a successful bidder, the said bidder fails:
  1. to sign the Agreement in time; or
  2. to furnish Performance Guarantee and Security Deposit

### **ARTICLE - 14: PERIOD OF VALIDITY OF BID**

**14.1** Bids shall remain valid for 150 days after the date of bid opening prescribed by TCGL. A Bid valid for a shorter period shall be rejected as non-responsive.

**14.2** In exceptional circumstances, the TCGL the responses thereto shall be made in writing. The bid security shall also be suitably extended. A bidder granting the request is not required nor permitted to modify the Bid.

### **ARTICLE - 15: FORMAT AND SIGNING OF BID**

**15.1** The bidder shall prepare required number of copies of the bid, clearly marking each “Original Bid” and “Copy of Bid” as appropriate. **The bidder shall submit all the bid documents appropriately hard bound. If bid is submitted in loose form it shall be outrightly rejected.** In the event of any discrepancy between original bid document and the copy of the bid, the original shall govern.

**15.2** The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorised to bind the bidder to the Contract/Concession Agreement. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

**15.3** The complete bid shall be without alteration or erasures, except those to accord with instruction issued by the TCGL or as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

### **ARTICE - 16: SEALING AND MARKING OF BID**

Bidder shall submit their bids in THREE SEPARATE PARTS, out of which two parts are to be submitted in sealed envelopes super-scribed with due date, time, project and nature of bid (Bid Security, Technical) and Financial. Bid is to be submitted online.

**Part: I** Tender Fee & Bid Security in a separate sealed envelope super scribed with the Tender Document number.

**Part: II** Original and 1 copy of TECHNICAL BID complete with all technical and commercial details other than price i.e. identical to part-III with prices blanked out.

**NOTE:** Filling up prices in Part-II will render the Bidder disqualified.

## Beach Festival 2017 at Mandvi

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### **PART - III: Original FINANCIAL BID online Only with full price details.**

The envelopes containing Part-I and Part-II of offer should be enclosed in a larger envelope duly sealed. The enclosed CUT-OUT Slips (Formats given below) shall be filled and pasted on the envelopes. All pages of the offer must be signed.

The outer envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in cases it is declared 'late' or the bidder has not submitted the price through online process.

- 16.1 If the outer envelope is not sealed and marked as required, TCGL will assume no responsibility for the bid's misplacement or premature opening.
- 16.2 The Tender Fee, Bid Security and Technical bids shall be placed in separate envelopes and then placed in double envelope as explained above.
- 16.3 If these envelopes are not sealed and marked as required, TCGL will assume no responsibility for the bid's misplacement or premature opening and rejection.

### ***ARTICLE - 17: BID DUE DATE***

- 17.1 Bid must be received by the TCGL at the address specified in the Tender Document not later than the date specified in the bid. Late bid shall be outrightly rejected by TCGL.
- 17.2 TCGL may, at its discretion, on giving reasonable notice by fax or any other written communication to all prospective bidders who have been issued the Tender documents, extend the bid due date, in which case all rights and obligations of the TCGL and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

### ***ARTICLE - 18: LATE BID/CONDITIONAL BID***

- 18.1 Any bid received by TCGL after the bid due date/time prescribed in the tender document shall be rejected.
- 18.2 Any bid indicating conditions beyond those indicated in this tender document i.e. conditional bid shall be rejected.

### ***ARTICLE 19: MODIFICATION AND WITHDRAWAL OF BID***

- 19.1 The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification included substitution or withdrawal of the bids, is received by the TCGL prior to the deadline prescribed for submission of bids.
- 19.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original bid.
- 19.3 No bid may be modified subsequent to the deadline for submission of bids.

## Beach Festival 2017 at Mandvi

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- 19.4** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid letter form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its Bid security.

### ***ARTICLE - 20: OPENING OF BIDS BY THE TCGL***

- 20.1** Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register evidencing their attendance.
- 20.2** The bidder's names, bid modifications or withdrawals and the presence or absence of relevant Bid security and such other details as the TCGL at his/her discretion, may consider appropriate, will be announced at the opening.
- 20.3** At the pre-decided time, the TCGL contact person shall open the Technical Bids and list them for further evaluation. The Financial Bid will be submitted online. Financial Bids shall be in custody of a designated officer for opening after evaluation of Technical Bids. Any participating Bidder may depute a representative to witness these procedures.

### ***ARTICLE - 21: CONTACTING THE TCGL***

- 21.1** Bidder shall not approach TCGL officers out side of office hours and/or out side the TCGL premises, from the time of the Bid opening to the time the Contract is awarded.
- 21.2** Any effort by a Bidder to influence the TCGL officers in the decisions on bid evaluation bid comparison or contract award may result in rejection of the bidder's offer. If the bidder wishes to bring additional information to the notice of the TCGL, it should do so in writing.

### ***ARTICLE - 22: BID EVALUATION***

#### **22.1 Parameters and Procedure of Evaluation**

The bidder shall bid for the said work mentioned in this document. TCGL is not bound in any manner to select any of the bidders submitting proposals or to select the bidder offering lower quote. The bidder fulfilling the pre-qualification criteria and technical eligibility criteria mentioned in this document shall be shortlisted for financial bid opening.

The technically eligible bidder securing Highest Combined Score as per Quality and Cost Based Evaluation Method will be shortlisted and may be invited for negotiation and contract will be awarded to the bidder for that particular region after clarifying any outstanding points, to finalize technical and financial arrangements and, in case of successful negotiations, to sign a Contract Agreement. Bidders submitting the bids should clearly understand that any or all parts of their bids are liable to be part of the negotiation procedure.

Evaluation shall be carried out based on the above parameters and the data and documents provided by the Bidders in support of their claims.

The above evaluation shall be done by an Evaluation Committee decided by the TCGL. The Committee shall determine the approach and methodologies for the issues, which

## Beach Festival 2017 at Mandvi

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may arise during the above referred evaluation exercise and have not been addressed in this Tender Document. The decision of the Committee shall be final and binding on all the Bidders.

### ***ARTICLE - 23 : TCGL's RIGHT TO VARY SCOPE OF CONTRACT AT THE TIME OF AWARD***

- 23.1** If any such change causes an increase or decrease in the cost of, or the time required for, the Bidder performance of any part of the work under the Contract whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or schedule of implementation, or both, and the Contract, shall, accordingly be amended. Any claims by the Bidder for adjustment under this Para must be asserted within thirty (30) days from the date of the Bidder receipt of the TCGL changed order.

### ***ARTICLE - 24 : TCGL'S RIGHTS TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS***

- 24.1** TCGL reserves the right to reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract. Without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

### ***ARTICLE - 25: NOTIFICATION OF AWARD & SIGNING OF CONTRACT***

- 25.1** Prior to expiry of the period of bid validity, TCGL will notify the successful bidder in writing that its bid has been accepted and send the successful Bidder the Contract Form.
- 25.2** Within Two (02) days of receipt of the Contract Agreement, the successful bidder shall sign and date the Contract Agreement and return it to the TCGL. Extension of the time contained in this clause shall be at the sole discretion of the employer. Failure on the part of bidder to sign the contract agreement within the prescribed time shall empower the employer to cancel the Letter of Acceptance and take appropriate action against the contract including forfeiture of the 'EMD' and black listing of the bidder.
- 25.3** The person to sign the Contract Agreement shall be the person as described in relevant clause.
- 25.4** It shall be incumbent upon the successful bidder to pay stamp duty on the Contract and all other legal charges for preparation of the Contract Agreement, as ruling on the date of execution of the Contract as specified in the Conditions of Contract.

### ***ARTICLE - 26: PERFORMANCE SECURITY AND SECURITY DEPOSIT***

- 26.1** The selected bidder shall deposit **2.5%** of the agreed project amount in the form of DD on issuance of LOI as a security deposit which shall be released after successful completion of the Event. The Security Deposit shall be valid up to 30 days after completion of the event.
- 26.2** The selected bidder shall submit Performance Security equal to **10%** of the contract price to the TCGL at the time of signing of Agreement and shall be issued as per the given format and shall be issued from any Nationalized Bank.



## Beach Festival 2017 at Mandvi

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- 26.3** The performance security shall be valid for the period of contract and which will be released after successful and satisfactory completion report from TCGL/Concerned Authority/Consultant.
- 26.4** If the selected bidder fails to remit the performance guarantee, the EMD remitted by him will be forfeited by the TCGL and his bid will be held void.
- 26.5** Upon the selected bidder's furnishing of performance security/guarantee and signing of contractual documents, the TCGL will promptly notify all Short-listed Bidders and will refund their Bid Security.
- 26.6** In case of bidder does not perform the work at all, or bidder shuts down the services of event before the duration of as agreed upon, the amount of performance guarantee shall be forfeited and the agency shall be blacklisted. It may also result into heavy penalty as decided by TCGL.
- 26.7** Format of Performance Security as per **Annexure -3**.

### ***ARTICLE – 27: FORFEITING OF SECURITY DEPOSIT/BANK GUARANTEE***

- 27.1** If bidder fails to sign the contract /agreement within the prescribed time shall empower TCGL to cancel the LOI and take appropriate action against the contract including forfeiture of the ‘EMD’ and black listing of the bidder
- 27.2** The successful bidder shall be required to give satisfactory assurance of its ability and intention to complete the works pursuant to give the Contract, within the time set forth therein and according to the terms, conditions and specifications of contract. Failing to which, shall lead to forfeit of security deposit.  
The security deposit maybe fortified in case of but not limited to this:  
**(1) In case of complains in regards to poor performance or non performance of facilities as mentioned in tender documents**  
**(2) In case of damage to TCGL property**  
**(3) In case of Termination of Contract by TCGL for any breach of contract mentioned in this document/agreement**
- 27.3** In case, if bidder does not perform the said work at all, or bidder shuts down the services before the duration as agreed upon, the amount of security deposit/bank guarantee shall be forfeited and the bidder shall be blacklisted. It may also result into heavy penalty as decided by TCGL.

### ***ARTICLE – 28: TCGL's RIGHT TO AWARD THE CONTRACT TO ONE OR MORE BIDDERS***

TCGL reserves the right to award the contract to one or more than one Bidder and split the order among different Bidders.

## Beach Festival 2017 at Mandvi

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### **ARTICLE – 29: INSURANCE**

The insurance liability under this clause shall cover full reinstatement cost including the costs of demolition and professional fees and profit. The Insurance cover under this clause shall be as under and policy shall be taken at entire cost of the bidder during the erection period & till demobilization period. Submit the same to TCGL with 15 days after awarding work order.

- Loss of human life including loss of life due to sea surface (i.e drowning)-**Rs. 3.00 Lakhs**
- Permanent Disability of human beings – **Rs. 1.00 Lakhs**
- Human Body Injury not resulting into permanent disability – **Rs. 10,000/-**
- Besides this, any damage occurred to TCGL/Consultant/Govt. Officers or bidder's personnel, equipment, assets etc. shall be liability of bidder.
- **All insurance taken by bidder should be in the name TCGL as beneficiary.** Life insurance policy and risk coverage for rest people, visiting the venue during event, shall be taken by bidder.
- **The overall insurance coverage should be minimum of Rupees one crore. The same shall be reimbursed. However if TCGL decide, the agency shall be responsible to take insurance of TCGL properties/other issues in consultation with TCGL. The same shall be reimbursed to agency.**

### **ARTICLE – 30: BIDDER AS SUBCONTRACTOR**

The bidder shall not be sub-contractor of another bidder at the bidding stage.

### **ARTICLE – 31: FORCE MAEJURE**

Force Majeure shall mean such an event or circumstance or combination of events and circumstances which are beyond the reasonable control of the affected party and which the affected party could not have prevented by Good Industry Practice or by the exercise of reasonable skills and care for the purpose of discharging its obligations under the Contract. The Force Majeure will tend to have material adverse effect on the performance of- such affected party.

#### **Following shall be the events and circumstances of Force Majeure:**

Act of War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, revolution, riots, insurrection, civil commotion, act of terrorism, or sabotage. The expropriation or compulsory acquisition or seizure of the assets of the Agency by any Governmental Instrumentality, provided that this clause shall not apply where such Act constitutes a remedy or sanction lawfully exercised as a result of a breach by the Agency of any Indian law or Indian Directive but excluding any change in law.

Act of God epidemic, lightning earthquake, cyclone, whirlwind, flood, tempest, storm, drought, lack of water or other unusual or extreme adverse weather or environmental conditions, action of the elements, meteorites, fire or explosion to the extent generated from the source external to the Agency or his assets due to reasons other than, those caused by negligence of the Parties, chemical or radioactive

## Beach Festival 2017 at Mandvi

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contamination or ionizing radiation.

**Procedure for Calling Force Majeure:** The affected party shall notify to the other party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 24 hours (Twenty Four hours) after the Affected Party knew, or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Contract.

The notice shall include full particulars of the nature of Force Majeure event, the effect it is likely to have on the Affected Party's performance of its obligations and the measures which the Affected Party is taking, or proposes to alleviate the impact of the Force Majeure Event and restore the performance of its obligations. When the affected Party is able to resume performance of its obligations under this Contract, it shall promptly give the other party written notice to that effect provided that in no event shall the suspension of performance be of greater scope and of longer duration than is necessitated by Force Majeure.

The rights and obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure. TCGL shall not be liable to make any payments to the Agency for it being affected on account of Force Majeure.

TCGL reserves the right to terminate the contract if the Force Majeure continues for more than 15 (Fifteen) days at a stretch.

### **ARTICLE -32: ARBITRATION**

- (a) If a dispute of any kind whatsoever arises between the TCGL and Bidder in connection with, or arising out of, the contract or the execution of the works or after their completion and whether before or after the repudiation or other termination of the Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 or any statutory amendment thereof.
- (b) The reference to arbitration may proceed notwithstanding that the works shall not then be or be alleged to be completed, provided always that the obligations of the TCGL, the neer and the bidder shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be entitled to suspend the works, payments to the bidder shall be continued to be made as provided by the Contract.
- (c) Arbitration proceedings shall be held at Gandhinagar and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (d) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the TCGL and the bidder. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.

## Beach Festival 2017 at Mandvi

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(e) All arbitration awards shall be in writing and shall state the reasons for the award.

### ***ARTICLE – 33: BID CORREGENDUM / CLARIFICATIONS***

The bid corrigendum if any shall be provided through nprocure only. All the clarifications if required shall be raised through email and will be provided through TCGL website/email only.

### ***ARTICLE -34 : COMPLETION OF CONTRACT***

On the date of Contract Completion or if the Contract is terminated, all the installations, works and equipment placed under the bidder's responsibility shall be handed over to the TCGL, at no cost, in good working order, except for normal wear and tear. TCGL may perform any inspections, tests or expert appraisals he shall consider necessary with a view to checking that the property is in good working order.

### ***ARTICLE -35: UNFORESEEABLE DIFFICULTIES***

Preliminary data/survey data generated by the TCGL is available for the guidance of the bidder. However, TCGL does not take any responsibility of its correctness. The bidder shall carry out independent additional investigations and surveys to collect the data required to design and construction of above/below ground (sub-soil) structures/facilities if he considers necessary for his own satisfaction at his own cost without any liability whatsoever on the employer. The bidder shall make provision in his bid for any unforeseen sub-soil condition encountered at the time of execution of the Works separately and it shall be loaded during his price evaluation

# Beach Festival 2017 at Mandvi

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## CHAPTER – III TERMS OF REFERENCE

### ***ARTICLE – 1: INTRODUCTION***

Government of Gujarat through Tourism Corporation of Gujarat Ltd. (TCGL) has planned to organize beach festivals at various beaches in the State of Gujarat. During this year the TCGL has decided to organize proposed to organize beach festival from **1<sup>st</sup> Oct, 2017 to 31<sup>st</sup> Oct, 2017** at Mandvi beach, Kutch, Gujarat.

TCGL is inviting agency for organising beach festival, 2017 at Mandvi beach, Kutch. The work includes indentifying the site on beach of Mandvi, Conceptualizing, Designing, Execution and Supervision of temporary structures & related infrastructure, including exterior and interior decoration, development of site, infrastructure and related service, general ambience etc. and related Event management work including arranging sports/adventure activities/Cutural programmes on turnkey basis from 1<sup>st</sup> to 31<sup>st</sup> Oct, 2017 at Mandvi beach, Kutch. The cost of works under the scope is estimated at **Rs. 70.00 Lakhs**.

### ***ARTICLE –2: SCOPE OF SERVICES***

The activities of the successful bidder would include all the necessary tasks to execute the work but not limited to this and seperate BOQ and specifications are given at **Annexure -13** respectively of this document.

- The bidder has to identify the site at the beach for the proposed beach festival event. The site should be selected keeping in view of high & low tide frequency and wind velocity during the event. The bidder shall take prior approval of site from authority before commencing the work.
- The bidder has to develop the concept, design and prepare detailed layout plan, working drawings & specifications. The specifications and design of the stage and other structures may require to be modified to suit the situation and as per the direction of TCGL/Professional Advisor.
- The structures should be erected considering season, forces and codes with safety of public being a prime concern
- For VIP seating, the bidder has to provide well cushioned sofa and chairs. The bidder has to provide chairs for the visitors at the site. Execution of related structures including design and layout plan of various works such as Ambience, Public Convenience, VIP seating, Infrastructure, Services etc. as asked by TCGL/ Professional Advisor.
- At the beach site, the bidder shall erect view towers, sports activity stands, ticket stands etc as per requirement of TCGL.
- The bidder has to erect, Stage, VIP Lounge, food and craft stall at the site. The food stall and craft stall shall be allocated by TCGL.
- The entry gate each for visitor and VVIP & VIP shall be erected in accordance with the theme of the event and flags to installed at & around the site.
- For cultural programme the bidder has to erect stage with backdrop and provide light, sound and video projection for the same. TCGL will arrange cultural programe on daily basis and will provide artist for the same.

## Beach Festival 2017 at Mandvi

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- **The bidder has to develop and run adventure & beach sports activities including activities like beach volleyball, rope climbing, Tire climbing, Zorbing, Tug of war, Commando net, beam balancing, Burma bridge, camel riding, horse riding, on compulsory basis.** The bidder has to ensure safety measures as per industry standard for each particular category of the adventure & sports activities. The bidder shall not charge for adventure and sports activities. TCGL will not be responsible for all or any liability arising from adventure and beach sports activity.
- The bidder should not execute the water sports activities, if required TCGL will arrange for the same.
- **Apart from this, the bidder has to run and manage different competition activities such as mehndi, mimicry, art, garba competition, folk dance, music competitions, sand art competition, kids competition such as acting, drawing competition, Photo corner etc. The bidder shall not charge for any competition activities.**
- The bidder has to design and get printed invitation card as required. The invitation card shall have details such as date of event, events on daily basis, activities, timing etc with logo of TCGL and beach festival. The design of invitation card shall be finalized in consultation with authority.
- The bidder has to manage the event and deploy event manager for coordination and smooth execution of the event.
- The bidder has to welcome the VIP/VVIP and escort them towards the seating area.
- The bidder has to erect chemical toilets and provide a water distribution line from main source to it and maintain it for the period of event. Apart from this, the toilet already available at the site shall also be well maintained during the period of event.
- Manage the event including house keeping like maintaining toilets, drinking water facility, cleanliness, garbage disposal, security, up keeping of the structures etc.
- Modify the conceptual design incorporating required changes as may be suggested by the TCGL/ Professional Advisor.
- The bidder shall provide a counter for first aid kit with proper medicines, consumables required for emergency treatment.
- The bidder has to setup, operate and manage the drinking water counter.
- The bidder has to supply and install GI sheet/MS pipe barricading/wooden bamboo barricading/fabric walling (cloth barricading) / for boundary as per requirement.
- The bidder has to develop and manage the parking area.
- The bidder shall install CCTV camera with good quality night vision of good quality as per the requirement at appropriate site.
- Preparing drawing necessary for submission to statutory bodies for sanction.
- Bidder shall keep standby a life boat with life saving jacket, oxygen kit, a boat driver and two nos. of sea diver for rescue work incase of emergency.
- Bidder shall arrange/liaison for all necessary approvals like for electricity, fire fighting, police department, loud speakers etc. and shall abide by all statutory rules and regulations as may be applicable and how ever the TCGL shall assist the bidder for obtaining statutory and other approvals. In case any fees are to be paid in connection with the said approval, the same shall be borne by the bidder.
- Bidder shall depute adequate staff for supervision of the work under execution. Bidder shall depute one 'Works Manager' and one 'Coordinator' for the efficient handling of the project and to ensure that the project proceeds in accordance with conditions of contract and time schedule.

## Beach Festival 2017 at Mandvi

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- The supervision work at site will be constantly done by the qualified staff employed by Bidder and no extra payment on such recruitment of staff will be charged or payable by the TCGL
- Bidder shall undertake to complete their professional services by the date hereafter, in accordance with the instruction by TCGL. Bidder shall furnish the schedule of implementation to the TCGL so that systematic and timely monitoring of the project can be done.
- Bidder shall clear the site on possession and hand over back the site once the event is over in to pre-event condition within seven days of the completion of event. TCGL advertisement with attached terms & conditions, original letter of offer of Bidder, initial presentation, subsequent discussions and addendum to the same becomes part & parcel of the Contract
- The scope also covers application of insecticides and use of fly catching machine to keep the venue hygienic.
- Use of flex material shall be minimum and shall be preferably restricted to signages and similar items only.

**NOTE: USE OF FIRE RETARDANT MATERIALS IN MAKING ALL STRUCTURES IS MANDATORY.**

### ***ARTICLE -3: SITE VISIT***

Bidder is advised to depute a suitable team to visit the site to fully understand the job and ascertain the difficulties that may be encountered during execution of works and for obtaining all information for himself on his own responsibility that may be necessary for preparing the bid and entering into Contract. The site visits shall be entirely at bidder's own expense. Study of existing soil conditions is mandatory

The bidders and any of his personnel or agents shall be granted permission by the TCGL to enter upon its premises and lands for the purpose of such inspection, additional surveys and investigation if he proposes to do etc. but only upon the explicit condition that the bidder, his personnel or agents, shall release and indemnify the TCGL and his Personnel and agents from and against all liability in respect thereof and shall be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission would not have arisen.

### ***ARTICLE -4: USE AND CARE OF SITE***

- i. The bidder shall not demolish, remove or alter structures or other facilities on the site without prior approval of TCGL.
- ii. All garbage/debris shall be removed from site daily or as they accumulate. All garbage/debris shall be disposed to the approved locations by TCGL / Consultant. The necessary materials required i.e. cartoons/ dustbins etc to be provided by the contractor at his cost. The transportation for disposing the debris shall also be arranged by the bidder. The Waste disposal shall be done in sealed condition without affecting the Environment.
- iii. All surface and sub-soil drains shall be maintained in a clean, sound and satisfactory state of performance.

## Beach Festival 2017 at Mandvi

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### **ARTICLE – 5: ECOLOGICAL BALANCE**

- i.** The bidder shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The bidder shall also conduct his cleaning operations such as to prevent any avoidable destruction, scarring or defacing of natural surroundings in the vicinity of work. In respect of ecological balance, the bidder shall observe the following instructions.
- ii.** Where destruction, scarring, damage or defacing may occur as a result of operations relating to Cleaning activities, the same shall be repaired, replanted or otherwise corrected at Contractor's expense. All work areas shall be smoothed and graded in a manner to conform to natural appearance of the landscape as directed by the Engineer.
- iii.** All trees and shrubbery, which are not specifically required to be cleared or removed for cleaning purposes, shall be preserved and shall be protected from any damage that may be caused by bidder's cleaning operations and equipment. The removal of trees or shrubs will be permitted only after prior approval by the Engineer. Trees shall not be used for anchorage. The bidder shall be responsible for injuries to trees and shrubs caused by his operations. The term "injury" shall include, without limitation, bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs shall be restored as nearly as practicable, without delay, to their original condition at bidder's expenses.
  - a.** In the conduct of cleaning activities and operation of equipment, the bidder shall utilize such practicable methods and devices as are reasonably available to control, prevent facility and otherwise minimize air/noise pollution.
  - b.** Separate payment shall not be made for complying with provisions of this clause and all cost shall be deemed to have been included in the price in the Bill of Quantities.
  - c.** Bidder shall use Environmental friendly chemical / detergents /reagents, for the purpose of Cleaning of structures.

### **ARTICLE-6: SAFETY MANAGEMENT AND RESPONSIBILITIES**

The bidder shall be responsible for ensuring the fitness and safety of all persons employed at work. In this regard, the supervisor must be present on site at all times of work to carry out safety audit checks to ensure safety requirements are properly observed. Smoking & Consumption of Liquor in any form is not allowed on site.

The contractor is responsible to ensure that necessary and adequate personal protective equipments are all the times available for the service personnel working.

The carrying and consumption of intoxicating liquor, drugs or other substances that may affect the proper performance is strictly prohibited in the depots.



## Beach Festival 2017 at Mandvi

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### **ARTICLE -7: OVERHEAD WIRES & CABLES**

Assume that overhead wires & cables are live at all times, and must not work near or on them.

### **ARTICLE -8: FIRE**

Know fire escape route. When fire alarm bell sounds, stop working immediately, switch off equipment being used and report the appropriate fire officer.

### **ARTICLE -9: SAFETY RULES AT WORK**

The bidder's supervisor is responsible for ensuring that the workers comply with the safety rules at work.

### **ARTICLE -10: ACCIDENTS**

It shall be the sole responsibility of the contractor to adopt all the safety measures & deploy personnel who are adequately trained in safety.

- a) If any accident occurs due to operations or due to negligence on the part of the contractor's personnel it shall be the full responsibility of the Contractor.
- b) If any damage occurs to the structures/ material & equipment as well as rolling stock due to erection operations, the cost of damage will be recovered from the contractor's bill.

### **ARTICLE -11: ELECTRICITY, WATER & GAS, ETC.**

TCGL shall make available power free of cost to the bidder required for the execution of work, operation and maintenance of the works except welding facilities. For welding works, bidder shall have to make his own arrangement. However, such power shall be supplied only to the maximum extent of the requirement of power indicated by the bidder in his bid. If any additional Power is required due to any faults of the contractor, the cost of the same shall be recovered by The TCGL.

TCGL will provide only one Point of Water supply if possible, other than this bidder need to do arrangement of water supply if there is no local water line is available, and cost of water supply will be borne by the bidder.

### **ARTICLE -12: STAFF AND LABOUR**

A reasonable proportion of the applicant's superintending staff shall have a working knowledge of Gujarati, English and/or Hindi language.

### **ARTICLE -13: MEASURES AGAINST INSECT AND PEST NUISANCE**

The bidder shall at all times take the necessary precautions to protect all staff and labour employed on the Site from insect and pest nuisance, and to reduce the dangers to health and the general nuisance occasioned by die same. The bidder shall provide his staff and labour with suitable prophylactics facility ion of malaria and take steps to prenent facility the formation of stagnant pools of water. The applicant shall comply with all the regulations of the local health authorities and shall arrange to spray

## Beach Festival 2017 at Mandvi

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thoroughly with approved insecticide all buildings erected on the Site. Such treatment shall be carried out at least once or as instructed by such authorities". The bidder shall install repellent at site as required.

### ***ARTICLE -14: EPIDEMICS***

In the accommodation facility of any outbreak of illness of an epidemic nature, the applicant shall comply with and carry out such regulations, orders and requirements as may necessary and issued by the Government, or the local medical or sanitary authorities, for the purpose of dealing with and overcoming the same.

### ***ARTICLE -15: ALCOHOLIC LIQUOR OR DRUGS***

The bidder shall not, otherwise than in accordance with the statutes, ordinances and government regulations or orders for the time being in force, impart, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation., sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

### ***ARTICLE -16: ARMS AND AMMUNITION***

The bidder shall not have, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

### ***ARTICLE -17: ASSIGNMENT***

The bidder shall not sub-contract any part of his obligation to any third party without prior approval of the TCGL.

### ***ARTICLE -18: TOURIST DATA/INFORMATION/REPORT***

The bidder shall collect data related to people feedback related to event, etc. The bidder shall handover such data to TCGL as and when required by TCGL for verification.

### ***ARTICLE -19: BURIAL OR CREMATION OF DEAD***

The bidder shall make all necessary arrangements for the transport, to any place as required for burial / cremation of any of his expatriate employees or members of their families who may die in the Country. The bidder shall also be responsible, to the extent required by local regulations, for making any arrangements with regard to burial / cremation of any of his local employees who may die while engaged upon the Works.

### ***ARTICLE -20: RIGTH TO VARY***

The Professional Advisor will make any variation of the form, quality or quantity of the works relating to any item of a component according to site conditions or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the bidder to do and the bidder shall do any of the following:

- Increase or decrease the quantity of any work included in the Contract.
- Omit any such work (but not if the omitted work is to be carried out by the TCGL. or by another bidder), before the end of stipulated time limit of the contract.
- Change the character or quality or kind of any such work.

## Beach Festival 2017 at Mandvi

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- Change the levels, lines, position and dimensions of any part of the works,
- Execute additional work of any kind necessary for the completion of the works, or
- Change any specified sequence or timing of construction of any part of the works.

No such variation shall in any way vitiate or invalidate the contract, provided that where the issue of an instruction to vary the works is necessitated by some default of or breach of contract by the bidder or for which he is responsible, any additional cost attributable to such default shall be borne by the bidder.

The bidder shall not make any such variation without informing the Owner and Professional Advisor

Provided that no instruction shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities. The payment to such variations, modifications and deletions shall be governed according to the payment modality as outlined in the mode of payment schedule as deemed decide by the owner and no objection either in written or oral shall be accepted

### ***ARTICLE – 21: VARIATION, MODIFICATION***

- i.** Quantity of items may vary according to requirements of the program; same basis of pricing shall be applicable. In case of variation to an extent of +10% of original work, no extra payment shall be made or deducted.
- ii.** If the additional or altered work includes any class of work for which no rate is specified in the schedule contract, then such class of work shall be carried out:
  - (a)** At the rate derived from the item within the contract which is comparable to the one involving additional or altered class of work; where there are more than one comparable items, the item of the contract which is nearest in comparison with regard to class or classes of the work involved shall be selected and the decision of the TCGL as to the nearest comparable item shall be final and binding on the bidder.
  - (b)** If the rate cannot be derived in accordance with (a) above, such class of works shall be carried out at the market rate. The detail cost break up shall be provided by the bidder for such items.
  - (c)** If it is not possible to arrive at the rate from (a) and (b) above, such class of work shall be carried out at the rate decided by the competent authorities on the basis of detailed rate analysis after hearing the bidder before a Committee formed by TCGL stationed at the same place or the nearest place, as may be appointed by TCGL.
  - (d)** Bidder shall not execute the extra/additional work without prior approval of the TCGL/PMC Committee Member of the Event. Any extra item if executed must have written consent of the concerned decision maker and to be submitted with detail cost analysis.
  - (e)** The bidder shall keep all the joint records of measurement duly signed by the

## Beach Festival 2017 at Mandvi

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Bidder/ PMC with proper justification as and when require. No extra cost or rate shall be considered if bidder is unable to justify the extra or additional work. If required the measurements shall be supported by Total Station Survey.

- iii. In case of extension of the whole event or part of that following calculation method stand final in finalizing the cost of the event.
- (a) **Event cost/day = Total Accepted Tender Value/No. of Days as per Tender Document**
- (b) In case of extension of event days, the amount payable for extend day will be calculated considering following percentages for each extended event day:

<b>Days</b>	<b>Percentage consideration</b>
1st Day	80% of event cost/day
2nd Day	40% of event cost/day
3rd Day and all subsequent days	20% of event cost/day for each successive day thereafter

**In Case of Pre schedule closure for any reason the payment terms will be as follows:**

- (1) Full Payment of 12 days or actual performing days which ever is higher, on pro-rata basis
- (2) 50% of Pro-rata payment for remaining (non-performing days)

# Beach Festival 2017 at Mandvi

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## CHAPTER – IV SPECIAL TERMS AND CONDITIONS OF CONTRACT

### **ARTICLE - 1: CONTRACT PERIOD**

The contract period shall be from date of signing of contract to successful completion of the Beach Festival, 2017 at Mandvi beach, Kutch, Gujarat.

### **ARTICLE -2: BIDDER'S OBLIGATION**

- 1) The bidder shall be fully responsible for site review and event of the works conforming to relevant Indian or International standards as per scope of work and base specifications furnished in this bid document. The bidder shall be responsible for furnishing, design, execution of event including Procurement, Construction, Complete Management, Coordination, Testing and Commissioning.
- 2) Information, material etc. borrowed by the bidders, if any, shall remain the property of the TCGL and shall be provided by the TCGL for information, solely for the purpose of execution of this Contract. All such borrowed material shall be sole property of the TCGL and shall be returned to TCGL after submission of the bids.
- 3) The bidder shall utilize optimally the allotted land area available for installation/construction of various facilities/components of the event. The details of the costing shall form part of the proposal. The selected agency shall be responsible for furnishing, design, execution of event including Procurement, Construction, Complete Management, Coordination, Testing and Commissioning. The bidder shall provide a detailed scheme of installation & commissioning, operation and maintenance.
- 4) The bidder shall take into consideration all aspects of the event at the time of bidding, namely, though not restricted to:
  - Execution and management by construction of structures as per scope Procurement of requisite materials and manpower.
  - Civil Works including site grading, development, toilets and other services Quality control.
  - Installation, testing and commissioning of electrical works under the scope.
  - Quality control
  - Environmental and social safeguards
  - Security and risk coverage
- 5) The bidder has to bear in mind that if selected for the award of contract he shall have to ensure that in any case no damage is caused to the environment while executing the event.
- 6) The bidder if selected shall ensure that while excavating operation for execution of various works, habitat animals are not disturbed.
- 7) Necessary safety measures shall be the responsibility of the bidder. Any loss of human/cattle or damages or so, shall be the responsibility of the bidder including any liability and/or compensation to be paid towards the life lost damages so caused.

## Beach Festival 2017 at Mandvi

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- 8) All infrastructure works covered in the contract shall be so managed and executed that they maintain safe distance from the public roads and other structures, services and sensitive areas like forest, sanctuaries, historical places, national monuments, schools, hostels and residential areas.
- 9) Cutting of trees shall not be permitted.
- 10) Once the event is completed, the debris and other waste material shall be removed and shifted to safe place, as directed.
- 11) The workmanship shall be of high order and quality so as to prevent facility accidents and damaging the environment and surroundings.
- 12) No Damage shall be caused to the existing structure if any. The selected bidder shall be held responsible in occurrence of any such incident and will be responsible for the cost of required rectifications.
- 13) Site shall be returned to the TCGL as it was in the original condition and completely free of any garbage and temporary structures.
- 14) The bidder shall bear all costs associated with the preparation and submission of its bid, and the TCGL in no case is responsible or liable for these costs, regardless of the outcome of the bidding
- 15) The successful bidder shall make his own arrangements for all the materials, power and water required for all purposes in connection with the construction and implementation of the event. If possible the TCGL shall help for obtaining such facilities at an appropriate cost, which will be recovered, from the bidder in a suitable way.

### **ARTICLE - 3: TCGL'S OBLIGATION**

- i) TCGL will provide land for the said project.
- ii) Grant in a timely manner all such approvals, permissions and authorisations which the Bidder may require or is obliged to seek from in connection with execution of the work and the performance of the bidder obligations.
- iii) TCGL will provide one point water and power connection for the said work. However if the water is not available from the main source, the bidder shall arrange from another source at their own cost.
- iv) TCGL shall appoint an authorised person as '**Coordinator – TCGL** to coordinate with the Bidder in all matters related to project for the successful execution of the work and to be responsible for all necessary exchange of information required.

### **ARTICLE -4: ACCEPTANCE AND QUALITY CHECK BY THIRD PARTY AGENCY**

The Acceptance/Quality check shall involve testing/inspection of the entire set, which consist of measurements infrastructure & other facilities etc, in the presence of a Committee of experts comprising of representative/s of TCGL or institution nominated by the TCGL. The committee of expert reserves the right to evolve a

## Beach Festival 2017 at Mandvi

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procedure of quality checking to ensure that the end deliverables provided by the Bidder are as per are according to the prescribed norms.

### ***ARTICLE - 5: LIQUIDATED DAMAGES***

The completion period of the entire work shall be as per the dates specified for the Event; this shall be deemed to be the essence of the contract. The time limit specified above and as approved in writing by TCGL, shall be strictly adhered to and followed. Liquidated Damages will be applicable, on the entire value of the contract. In case of delay in completion of a specific job beyond the date of completion given by the bidder and accepted by TCGL, unless extended by TCGL in writing, penalty would be applicable at the rate of **5%** of the contract value for delay of each day taken by the bidder, subject to maximum of **25%** of the contract value.

The penalty shall be recoverable from the Deposit provided by the bidder and if the Security Deposit is not sufficient, by revoking the Bank Guarantee submitted by the bidder or from any sum payable to the bidder under this or any other Contract with TCGL.

In case of delay to deliver the work within stipulated program, TCGL reserves the right to terminate the contract and get all the jobs or the delayed job completed through another agency of its choice. Any extra expenditure that TCGL will have to incur for completion of the balance job/s through another agency on account of higher rates quoted by the agency will be recovered from the bidder's account, retention money, Security deposit. Moreover, TCGL shall be entitled to all other legal proceedings as may be required for shortfalls in recovery.

### ***ARTICLE - 6: TERMINATION OF THE CONTRACT***

**6.1 TCGL will have the right to cancel the contract if the Bidder commits breach of any or all conditions of the contract. Breach of Contract includes, but not limited to, the following:**

- a) **It is found that the schedule of implementation of the work is not being adhered to.**
- b) **Bidder stops work and such stoppage has not been authorised by TCGL.**
- c) **Bidder may become bankrupt or goes into liquidation other than for project or amalgamation.**
- d) **TCGL gives notice to correct a particular defect/irregularity and the Bidder fails to correct such defects/irregularity within a reasonable period of time determined by the TCGL.**
- e) **Any action/omission not in line with laws of State Government/TCGL**

### ***ARTICLE - 7: "NO CLAIM" CERTIFICATE***

The Bidder shall not be entitled to make any claim, whatsoever, against the Government /TCGL, under or by virtue of or arising out of this Contract, nor shall the Government /TCGL entertain or consider any such claim, if made by the Bidder and the Bidder shall have signed a "No Claim" Certificate in favour of the Government /TCGL in such forms as shall be required by him after the works are finally accepted.

## Beach Festival 2017 at Mandvi

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### **ARTICLE - 8: SUSPENSION**

TCGL may, by a written notice of suspension to the Bidder, suspend the contract if the Bidder fails to perform any of its obligations under this contract (including the carrying out of the services) provided that such notice of suspension:

1. shall specify the nature of the failure and
2. shall request the bidder to make good such failure within a specified period from the date of receipt of such notice of suspension by the bidder.

### **ARTICLE - 9: DETAILS TO BE KEPT CONFIDENTIAL**

The Bidder shall treat the details of the contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Government. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the Government whose decision shall be final.

The Bidder or his representative should neither disclose the data of project nor sell the data or use it for commercial exploitation or research work without the written permission of the Government.

### **ARTICLE - 10: TRANSFER OF RIGHTS**

The Bidder shall not transfer the Contract to anybody except with the prior permission of the Government/its Department.

### **ARTICLE - 11: ELIGIBLE PLANT, MATERIALS, EQUIPMENT AND SERVICES**

For the purpose of these Bid documents, the word “works” means civil, mechanical, interior electrical works, plants, materials and equipment to be hired, procured, tested, supplied and installed, field tested, commissioned together with the other services to be carried out by the bidder, within the scope and ambit of the Contract.

All engineering processes, plants, materials and other resources required for the execution of this contract shall be of Indian origin to the extent possible. Imports if any shall be at the risk and the cost of the bidder. For purpose of this clause, “origin” means the place where the plants and materials or components parts thereof are mined, grown, or produced.

### **ARTICLE -12: PAYMENT TERMS**

#### **a) Payment of Professional Fees**

TCGL hereby agrees to pay the amount of consideration of the contract including its professional services to bidder which is amount of the work order. The amount of work is inclusive of design fees, execution, hiring, transportation, conveyance, handling, loading, unloading, fabricating, erecting, installation, dismantling, commissioning, supervising, overheads, services, other infrastructure, housekeeping, security, personnel, consumables, tools, services, taxes including sales tax, service tax, excise, full insurance for any risk prior to & during the event etc.

**The service tax shall not be paid extra over agreed payment.** The above costs are subject to review as executed on completion of the work. Besides its own supervision, TCGL may appoint a Third Party Professional Advisor /Professional



## Beach Festival 2017 at Mandvi

Advisor for auditing of quality and costs of the event and the final payment shall be made to bidder after considering PMC's report covering quality and costs of executed work. Bidder shall provide all the finer details of the work executed and manpower deployed in order to assess the work.

### b) Mode of Payment

Each of the services in the scope of works of bidder shall be paid in the following stages consistent with the work done plus reimbursable expenses as agreed upon, the payments made to the bidder are on account and shall be adjusted against the final amount payable.

### c) Stages of Payment

All the payments made till stage-5 as indicated below shall be treated as advance payment which shall be given only against the execution of contract till that stage in all respects upto satisfaction of TCGL/PMC and upon recommendation of PMC. The agency shall be required to submit the irrevocable bank guarantee of 50% value of advance payment under consideration for availing advance upto stage 3 but either post dated cheque or irrevocable bank gurantee of 50 value of payment under consideration as per TCGL's decision, which shall be final.

On completion of the project the balance amount, if any, shall be released after PMC's detailed cost & quality report, after duly considering actual services rendered by Bidder, joint measurements and subject to timely availability of such services with desired quality. Any bill raised after event completion shall not be considered as advance payment, thus not requiring any bank guarantee to support the same.

The stages of payment shall be as under:

Stage	Mile Stone	Amount (%)
1 <sup>st</sup>	Site Mobilisation	10%
2 <sup>nd</sup>	Submission of working drawings and detail specifications & detailed construction schedules	10%
3 <sup>rd</sup>	On completion of all/entire structures (frame works, electrical work and façade developments) and after submission of structural engineer certificates and other related approvals / electrical inspector approval required for the project	10%
4 <sup>th</sup>	On successful inauguration	20%
5 <sup>th</sup>	On successful completion of event	20%
6 <sup>th</sup>	On adjusting advances after final completion and event report submission	Balance

### d) Reimbursable Expenses

- All the expenses, taxes, fees etc. towards the event shall be borne by bidder. However all the actual amount paid towards temporary power installation charges, charges for operation staff deputed by Electricity board for the installation, and energy charges shall be reimbursed. The power cost will be borne by Authority. No additional charge

## Beach Festival 2017 at Mandvi

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- will be given to the bidder for liasoning work with Authority.
- The insurance taken by bidder in the name of TCGL shall be reimbursed by TCGL.
  - No other expenses incurred by the bidder shall be entitled for reimbursement.

### ***ARTICLE -12 OTHER SPECIAL CONDITION OF TENDER***

1. Bidder shall be liable for all necessary concept planning, layout, designs for structures, plumbing, electrical, interiors, working drawings etc. for execution of project and for structural soundness of the works. Certificate of authorized structural engineer pertaining entire scope of works and related structures shall have to be obtained in advance before the commencement of event.
2. The concept developed shall be consistent with beach theme.
3. Looking at the nature of work, in order to bring in innovation in to the Event, bidder is permitted to propose additional work or enlarge the existing specifications. For all the works conceived by the bidder shall have to get approved by TCGL and detailed specifications for the same shall have to be provided by the bidder.
4. The bidder shall visit the sites before applying.
5. The bidder shall not assign sub-let or transfer their interest in this agreement without written consent of TCGL. Though he may outsource the particular task.
6. Bidder shall not, without the written sanction of TCGL, make any deviation in the approved plans, details, specifications, etc.
7. TCGL shall communicate all changes, decisions, etc. in writing in as short time as possible.
8. Bidder shall not assign sub-let or transfer their interest in this agreement without written consent of TCGL. Though he may outsource the particular task.
9. The bidder shall submit a soft copy of the presentation to TCGL.
10. The successful bidder has to submit hard and soft copy of all drawings and specifications in a software version as specified by TCGL/Professional Advisor. Any deviation from the specifications as indicated by the bidder/Professional Advisor shall be liable for deductions from the value of item of work.
11. Drawing, plans and specification are the property and ownership of TCGL, irrespective of whether the work for which they are made has been executed or not.
12. If the bidder fails to deliver required work as per agreed schedule or quality, TCGL can appoint other agencies, contractors and actual payment made to these agencies plus 25% overhead cost shall be debited to the bidder.
13. The scope is likely increase or decrease, depending upon the requirements the bidder shall accommodate all such changes without prejudice to the condition of this

## Beach Festival 2017 at Mandvi

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contract and within time frame. In case of increase or decrease in area of the structures and all items pertaining to stipulated scope of works to an extent of + or – 10%, no payments shall be made but if the variation is beyond that the quoted rates shall be pro rata increased or decreased taking into account the prevailing market rates and rate analysis.

- 14.** The bidder shall make all necessary arrangements for potable drinking water for visitors, service persons and staff from outside source.
- 15.** Cost of all the works necessary to carry out a successful organization of event including deploying necessary manpower, equipment, facilities, structures, services etc. but not exclusively mentioned in bills of quantity and specifications, shall have to be carried out by the bidder and the cost of same deemed to be inclusive in the rate of items quoted by bidder. No reimbursement or extra item in this regard shall be permitted.
- 16.** Bidder shall be responsible for house keeping of the entire venue during the event.
- 17.** Where explicit specifications are not available the work shall be executed as per the instruction of Managing Director, TCGL. Additionally TCGL may appoint any other agency as a Third Party Professional Advisor/Professional Advisor to monitor the work. The instructions by such Professional Advisor shall be binding to the Bidder.
- 18.** VIP and VVIP security related arrangements including barricading but not restricted to shall have to be worked out by the Bidder with the Police and relevant department, the cost of such arrangements shall deemed to have been included in the quote by the bidder. Bidder shall take necessary safety measures to work where required. Bidder shall maintain first aid kit for emergency.
- 19.** If there is any ambiguity or contradiction found/observed in the tender document between technical bid and financial bid, the bidder shall bring it to the notice of the TCGL/Professional Advisor appointed by the Bidder prior to pre-bid meeting.
- 20.** The bidder shall apply fire resistant coating which shall be non-allergic, odorless, non-toxic, VOC free, non-carcinogenic, and earth friendly clear fire retardant of 'Flame Resist' or equivalent as approved by the Committee members/TCGL/Professional Advisor on all internal and external structures wherever applicable including stage and as and where specified by Professional Advisor/Client.
- 21.** Quality and finishing of all structures will be reviewed after final execution of work. Any deviations or non compliance from approved designs are bound for deductions.
- 22.** Stipulated time frame for completion of necessary structures is to be implemented. In case of any deviations a penalty will be imposed upon as per the directions of Committee members/TCGL/ Professional Advisor.

## Beach Festival 2017 at Mandvi

- 23.** Necessary arrangements for fabrication yard, godowns, and storage space for required installation works will be managed by the bidder at no additional cost within or outside the venue.
- 24.** Stipulated Tender requirements indicated/mentioned in the terms in bids related especially to personnel, and assets are to be complied. Non-compliance with such conditions/noncompliance to project schedules resulting into delays of works/inferior quality of execution of works/non-compliance to any services can lead to penalty as finalized by the constituted Committee for the project.
- 25.** Necessary changes/suggestions suggested by the committee members during selection process or during execution of the works are to be incorporated at no additional/extra cost.
- 26.** Any change of work/deviation in case of quantity/area increase shall be as per the directions of Committee members/ TCGL.
- 27.** Joint measurements along with TCGL and Professional advisor shall be considered valid.
- 28.** Quality and finishing of all structure/related works will be reviewed after final execution of work. Any deviations or noncompliance from approved designs are bound for deductions.

Range of quality and quantity deductions applicable due to Non –compliance of tender specifications and requirements based on scope of work for various items including		
Sr.	Range of Quality Deductions	Probable Deviations
1	Min 2.5 % -15%	Non adherence to Tender specifications for materials & finishing
2	Min 5% - 10%	Late Commissioning of structures/areas/utilites
3	Min 10-20%	Improper finishing, Improper alignment of components and structures, lack of facilities as per stipulations, Improper methodology in execution
4	Min 15-35%	Improper Maintenance of structures/areas, Improper functioning of areas/structures/utilities, non compliance to structural stability, Improper leveling/site clearance and site developments
5	Min 10-15%	Late or Non submission of statutory clearances and necessary approvals. Non compliance of comments/matters raised by concerned Authorities. Non compliance in pre-event and post event works.
6	Min 25-35%	Deviations in terms of overall quality and design of works, executed against approved/projected design
Note:		
1	Range will be decided based on quantum of deviations observed and as decided by concerned authorities. TCGL reserves rights for any modifications	
2	Stipulated mode of measurement and related tender conditions will be considered final	
3	Any additional quantity executed based on bidders availability of inventory or resources shall not be considered for payment even though executed	

**CHAPTER –V**  
**ANNEXURES**

# Beach Festival 2017 at Mandvi

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## TECHNICAL PROPOSAL SUBMISSION LETTER

To:

[Location, Date]

Managing Director  
TOURISM CORPORATION OF GUJARAT LTD (TCGL)  
Block No. 16, 4th Floor,  
Udyog Bhavan, Sector 11,  
Gandhinagar – 382011

Dear Sir:

We / I, the undersigned, offer to provide the services **For Selection of Agency for organising Beach Festival, 2017 on Turn Key Basis at Mandvi beach, Kutch, Gujarat** as per the Guidelines, terms & conditions mentioned in this Tender document. We / I are/am here by submitting our Proposal, which includes the Technical Proposal.

The enclosed technical proposal includes the authority document in partners of the Authorized Signatory and Consent letters, in Original and Copy. (We are submitting our Proposal in association with: [Insert the list of partners Member with full name and address of each associated Consultant])

We confirm that we are qualified as per the Qualification Criteria specified in your document. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it would lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., 150 calendar days from the last date of proposal submission, we undertake to negotiate without any alteration in the staff proposed for the assignment. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than a week from the date of issue of letter of award.

Thanking You,  
Yours Sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_

\* Proposal should be submitted on the official letter head of the company

## Beach Festival 2017 at Mandvi

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### ANNEXURE -1 FINANCIAL BID FORMAT

Tender Notice No. :  
Tender Document No. :

To  
Managing Director  
TOURISM CORPORATION OF GUJARAT LTD (TCGL)  
Block No. 16, 4nd Floor,  
Udyog Bhavan, Sector 11,  
Gandhinagar – 382011

Dear Sir:

I/We hereby bid for **For Selection of Agency for organising Beach Festival, 2017 on Turn Key Basis at Mandvi beach, Kutch, Gujarat**, as per the Terms of Reference given in this Tender Document of the TCGL, Gandhinagar within the time specified and in accordance with the specifications, design and instructions as per Special Terms and Conditions as well as General Terms and Conditions. **The detail price bid format is available online on nprocure/TCGL. The price bid is to be filled in the given format online on n-procure only.**

**Signature of the Bidder with Seal**

# Beach Festival 2017 at Mandvi

## ANNEXURE – 2 PROFORMA OF GENERAL POWER OF ATTORNEY (To be signed and executed in non-judicial stamp paper of Rs. 10/=)

### GENERAL POWER OF ATTORNEY

Be it known all to whom it concern that:

1. Sri/Smt \_\_\_\_\_ S/O \_\_\_\_\_  
\_\_\_\_\_ Residing at \_\_\_\_\_
2. Sri/Smt \_\_\_\_\_ S/O \_\_\_\_\_  
\_\_\_\_\_ Residing at \_\_\_\_\_
3. Sri/Smt \_\_\_\_\_ S/O \_\_\_\_\_  
\_\_\_\_\_ Residing at \_\_\_\_\_

I/We all the Partners/Directors/Board members/ trustees/ Executive council members/ proprietors/ Leaders of M/S \_\_\_\_\_ having its registered office at \_\_\_\_\_ hereby appoint Sri \_\_\_\_\_ S/O \_\_\_\_\_ residing at \_\_\_\_\_ as my/our attorney to act my/our name and on behalf and sign and execute all Documents/ Agreements binding the firm for all contractual obligations (including reference of cases to arbitrators) arising out of contracts to be entered into by the company/ Corporation/ society/ trust/ firm with the Tourism Corporation of Gujarat Limited, Gandhinagar in connection with its tender No. \_\_\_\_\_ Dated \_\_\_\_\_ For the supply of \_\_\_\_\_ due for opening on \_\_\_\_\_

In short, he is fully authorized to do all, each and everything requisite for the above purpose concerning M/s \_\_\_\_\_ and I/We hereby agree to confirm and ratify his all and every act of this or any documents executed by my/ our said Attorney within the scope of the authority hereby conferred on him including references of cases to arbitration and the same shall be binding on me/ us and my/ our company/ Corporation/ society/ trust/ firm as if the same were executed by me/ us individually or jointly.

Witness (with address)

Signature of the Partners/Directors/Board members/  
trustees/ Executive council members/ proprietors/  
Leaders

- 1.
- 2.
- 3.

ATTESTED

ACCEPTED

Signature: (Seal and Signature of Signatory of Tender offer of the company/ Corporation/  
society/ trust/ firm)



## Beach Festival 2017 at Mandvi

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### ANNEXURE - 3 FORMAT FOR PERFORMANCE GUARANTEE (On Non-Judicial Stamp Paper)

To be stamped according to Stamp Act and to  
Be in the name of the executing Bank

To  
The Managing Director  
Toursim Corporation of Gujarat Limited  
Udyog Bhavan, block no. 16<sup>th</sup>, 4<sup>th</sup> floor,  
Sector 11, Gandhinagar -382017

In consideration of the The Managing Director of Tourism Corporation of Gujarat, Gandhinagar having its registered office at Gandhinagar (hereinafter called the “TCGL” which expression shall unless repugnant to the subject or context include its administrators successors and assigns) having agreed under the terms and conditions of the Award Letter bearing No \_\_\_\_\_ dated \_\_\_\_\_ issued by the **TCGL, Block No. 16. 4<sup>th</sup> floor, Udyog bhavan, Gandhinagar 382017**, which has been unequivocally accepted by the Vendor (*refer NOTE below*) work of **Selection of Agency for organising Beach Festival, 2017 on Turn Key Basis at Mandvi beach, Kutch, Gujarat** (hereinafter called the said Contract) to accept a Deed of Guarantee as herein provided for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) from a Nationalised Bank, in lieu of the security deposit, to be made by the agency or in lieu of the deduction to be made from the agency’s bill, for the due fulfillment by the said agency of the terms and conditions contained in the same Contract. We \_\_\_\_\_ the \_\_\_\_\_ (hereinafter referred to be “the said Bank” and having our registered office at \_\_\_\_\_ do hereby undertake and agree to indemnify and keep indemnified to the TCGL from time to time to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage, costs charges and expenses misused to or suffered by or that may be caused to or suffered by the TCGL by reason of any breach or breaches by the agency and to unconditionally pay the amount claimed by the TCGL on demand and without demand to the extent aforesaid. We, \_\_\_\_\_ Bank, further agree that the TCGL shall be the sole judge of and as to whether the said agency has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the TCGL on account thereof and the decision of the TCGL that the said agency has committed such breach or breaches and as to the amount or amounts of loss, damage, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the TCGL from time to time shall be final and binding on us.

## Beach Festival 2017 at Mandvi

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1. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and till all the dues of the TCGL under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the owner certifies that the terms and conditions of the said Contract have been fully and properly carried out by the Agency and accordingly discharges this Guarantee subject, however, that the TCGL shall have no claim under the Guarantee after 150 (One hundred Fifty) days from the date of expiry of the contract period.
2. The TCGL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity, from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said Agency or to postpone for any time and from time to time any of the powers exercisable by it against the said Agency and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or securities available to TCGL and the said Bank shall not be released from its liability under these presents by any exercise by the TCGL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Agency or any other forbearance, act or omission on the part of the TCGL or any indulgence by the TCGL to the said Agency or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing the Bank from its such liability.
3. It shall not be necessary for the TCGL to take legal action against the Agency before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the TCGL may have obtained or obtain from the Agency shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.
4. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the TCGL in writing and agree that any change in the Constitution of the said Agency or the said Bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instructions from M/s. \_\_\_\_\_ on whose behalf this guarantee is issued.

5. In presence of

WITNESS

For and on behalf of (the bank)

1. \_\_\_\_\_ Signature \_\_\_\_\_
2. \_\_\_\_\_ Name & Designation \_\_\_\_\_  
Authorisation No.  
Date and Place  
Bank Seal

The above guarantee is accepted by the TCGL, Gandhinagar

## Beach Festival 2017 at Mandvi

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### NOTES

#### FOR PROPRIETARY CONCERNS

Shri \_\_\_\_\_ son of \_\_\_\_\_ resident of \_\_\_\_\_ carrying on business under the name and style of \_\_\_\_\_ at \_\_\_\_\_ (hereinafter called “The said Agency” which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

#### FOR PARTNERSHIP CONCERNS

M/s. \_\_\_\_\_ a partnership firm with its office \_\_\_\_\_ (hereinafter called “the said Agency” which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representatives); the name of their partners being

- 1) Shri \_\_\_\_\_ S/o
- 2) Shri \_\_\_\_\_ S/o

#### FOR COMPANIES

M/s. \_\_\_\_\_ a company registered under the Companies Act 1956 and having its registered office in the State of \_\_\_\_\_ (hereinafter called “the said Agency” which expression shall unless the context requires otherwise include its administrators, successors and assigns).

## Beach Festival 2017 at Mandvi

### ANNEXURE – 4 PROFILE OF THE BIDDER

All individual firms and each partner are requested to complete the information in this form. Information should be provided for all owners or applicants that are partnerships or individually owned firms.

Where the Applicant proposes to use sub-contractors for critical components of the works or for work contents in excess of 10 percent of the value of the whole works, the following information should also be supplied for the specialist subcontractors.

Sr.	Particular	
1	Name of bidder	
2	Type of firm: Proprietary/ Partnership/ Pvt Ltd, Public Ltd Company/ Society/NGO	Partnership deed/MoA-AoA/Society as applicable
a	Year of Incorporation/ Registration number	Incorporation certificate as applicable
3	Communication Detail	
a	Head Office address /Local Office address (if any)	
b	Head Office address	
4	Contact detail	
a	Mobile Number	
b	Landline Number	
c	Fax Number	
d	Email detail	
5	Nature of Business	
	1. Since _____	
	2. Since _____	

No disclosure or wrong information /non-acceptance any shall result the disqualification of the firm. Change of the name of company or firm shall be supported by legal resolution as per applicable norms.

Signature of the bidder with seal

## Beach Festival 2017 at Mandvi

### ANNEXURE – 5 CHECKLIST FOR FULFILLMENT OF ELIGIBILITY CRITERIA (CHAPTER-I, ARTICLE-3)

#### PRE-QUALIFICATION CRITERIA

Sr.	Pre-qualification criteria	Documentary Evidence	Documentary evidence submitted (Y/N) Pg. No. of proposal
1	The bidder should have a minimum experience of three years in conceptualizing, designing, execution, supervision of temporary structure, related works, event management.	Work Order/Work Completion certificate <b>Annexure -8</b>	
2	The Bidder should have achieved <b>Minimum Annual Average Financial Turnover</b> (in equivalent temporary structure, event management, related work etc) of <b>Rs. 84 Lakhs</b> in each of the last 3 years (i.e. 2014-15, 2015-16 and 2016-17).	Audited Financial Report for 2014-15, 2015-16 and 2016-17, CA certificate indicating minimum annual financial turnover from concept, design, execution, temporary structure/infrastructure, event management, similar work etc for year 2014-15, 2015-16 and 2016-17.	
3	The bidder should have executed a minimum one similar work of at least <b>Rs. 56.00 Lakhs</b> at a single place in last three years.	The bidder shall provide work order and work completion certificate which mentions clearly the amount of work completed as well as scope of work.	
4	The bidder shall submit a power of attorney authorizing the Signatory of the bid to sign and execute the contract.	Power of Attorney as per the format given in <b>Annexure -2</b>	
5	The bidder shall provide PAN, Service Tax Number and Service Tax Return Statement/certificate.	A copy of PAN, Service Tax, Service Tax Return Statement /Certificate. The bidder shall also submit copy of the returns of Service Tax for last three years.	
6	The bidder shall provide a valid EMD acceptable to TCGL. EMD deposit of <b>Rs. 70,000/-</b> has to be submitted along with bid document. Non-refundable Tender fees of <b>Rs 2,400/-</b> through DD favoring Tourism Corporation of Gujarat Ltd payable at Gandhinagar has to be annexed with the bid document.	Tender fee DD and EMD - DD	
7	History of Litigation	As per the format given in <b>Annexure -9</b>	
8	The bidder has to submit self certified letter indicating that they have not been blacklisted by any Government Department, Organisation, Corporation	Self certified letter – As per format given in <b>Annexure-11.</b>	

## Beach Festival 2017 at Mandvi

### TECHNICAL EVALUATION CRITERIA

Sr.	Criteria	Documentary evidence	Documentary evidence submitted (Y/N) Pg. No. of proposal
1	The bidder should have a minimum experience of three years in conceptualizing, designing, execution, supervision of temporary structure, infrastructure, event management. Experience will be considered as on last date of submission of tender	Work Order, Work Completion Certificate clearly indicating experience	
2	The Bidder should have achieved <b>Minimum Annual Average Financial Turnover</b> (in equivalent temporary structure, event management, related work etc) of <b>Rs. 84 Lakhs</b> in each of the last 3 years (i.e. 2014-15, 2015-16 and 2016-17).	Audited Financial Report . Chartered Account certificate indicating minimum annual financial turnover from similar works.	
3	No. of similar work in value executed in last 3 years	Work Order/Work Completion certificate clearly mentioning the detail scope of work, cost of work etc.	
4	No. of technical manpower with relevant experience <b>Civil Engineer (CE)</b> -01 no. <b>Electrical Engineer (EE)</b> -01 no. <b>Event Manager/Team Leader (EM)</b> -02 nos.	Attach CV of each technical person allotted to this work.	
5	Availability of appropriate structures/equipments & other technical resources	Attach list of owned/ in possession list of structures /equipments, like H frame, Portals, crane, stage/decoration material, sofa/chairs etc. Provide asset register as per latest balance sheet. As per format given in <b>Annexure -12</b> .	

**Signature of the Bidder with seal**

## Beach Festival 2017 at Mandvi

### ANNEXURE -6 OVERALL ORGANISATION STRUCTURE

- Overall organization chart of the company showing position of Managing Directors and HO organization
- Give list of employees: technical and non-technical (Ensure availability of minimum nos. as enlisted in bid). Submit their CVs and list indicating their Roles & Responsibilities at site during entire event.
- Give list of sister-concerns, if any.

Format for Project Team Members' Resume				
Sr	Item	Details		
1	Name			
2	Specify role to be played in the project & whether 'prime' or 'alternate'			
3	Current job title			
4	Experience in yrs. (provide details regarding name of organizations worked for, Designation, responsibilities, tenure etc.)			
5	Name of Organization	From	To	Designation/Responsibilities
6	Number of years with the Current Organization			
7	Current job responsibilities			
8	Summary of Professional/domain Experience			
9	Skill sets			
10	Highlights of assignments handled			
11	Educational Background, Training/Certification including institutions, % of marks, specialization areas etc.			
12	Degree (including subjects)	Year of Award of Degree	University	% of marks

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes qualifications and experience mentioned above and proposed staff member is a permanent employee of our organization. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature of Staff Member

Date :

Signature of Authorized Signatory

Date :

Company Seal :

## Beach Festival 2017 at Mandvi

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### **ANNEXURE -7** **OBLIGATION / COMPLIANCE TO BE INSURED BY BIDDER**

Sr.	Particular	To be complied by bidder	
		Yes	No
1	Service Tax registration		
2	Compliance of Provision of child labor act, workman compensation act		
3	To ensure treatment in case of accident injuries suffered in performance of work including wages and compensation under WC act		
4	Send accident report to Regional Labour Commissioner (RLC)		
5	PF registration number with detail of deployed staff		

**Signature of the Bidder with seal**



## Beach Festival 2017 at Mandvi

### ANNEXURE -8 LIST OF SIMILAR WORK EXECUTED IN LAST THREE YEARS

Sr.	Name of Client	Location of project/event	Description of work	Value of Contract/Work in Rs.	Duration (Start dtd – Completion dtd)

#### NOTES:

- Each of the listed works shall be supported with the copy of work order & Work completion certificate. **Work completion certificate shall mention the nature of work, value of work completed.**
- At least 5 Photographs of the work executed shall be attached.
- Non disclosures of any information in the schedule will result in disqualification of the firm.

#### List of works on hand shall be attached as under.

Sr.	Name of Client	Location of project/event	Description of work	Value of Contract/Work in Rs.	Duration (Start dtd – Completion dtd)

If the company or Firm is divided among partners, the experience of the individual or new firm set up by the partner/s shall be considered provided past experience is subject to legal consent of individuals, partner/s or new firm set up by the partner/s.

**Signature of the Bidder with seal**

## Beach Festival 2017 at Mandvi

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### ANNEXURE -9 HISTORY OF LITIGATION

Application should provide information on any history of litigation or arbitration resulting from contracts in last five year or currently under execution.

<b>Year</b>	<b>Award for/ or against bidder</b>	<b>Name of Client</b>	<b>Litigation &amp; Dispute Matter</b>	<b>Disputed Amount in Rs.</b>

#### NOTE

If the information to be furnished in this schedule will not be given and come to the subsequently will result in disqualification of the bidder.

**Signature of the Bidder with seal**

# Beach Festival 2017 at Mandvi

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## ANNEXURE -10 INDEMNITY UNDERTAKING

I on behalf of M/s ..... hereby agree and undertake that I have understood all the safety rules and procedures and all staff Technical & Non-Technical working on behalf of M/s

..... will abide by all safety rules and procedures. I declare that I M/s ..... will be responsible for any safety violations/ accident etc. TCGL will not be responsible in case of any accident / incident and will not compensate financially or otherwise. I ensure TCGL that enlisted Manpower deployment will be done at Venue from Mobilization to Completion of Event at .....

I hereby declare that I am sole responsible on behalf of M/s.....

..... for giving such declaration.

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Name of Indemnifier/Agency

Signature of Indemnifier/Agency

Stamp/Seal of the Indemnifier /Agency

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Signature of TCGL Official

## Beach Festival 2017 at Mandvi

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### ANNEXURE-11 SELF DECLARATION OF NOT-BLACKLISTED (on company letter head)

To  
Managing Director  
TOURISM CORPORATION OF GUJARAT LTD (TCGL)  
Block No. 16, 4nd Floor,  
Udyog Bhavan, Sector 11,  
Gandhinagar – 382011

Date:

Dear Sir,

This is to declare that our company\_\_\_\_\_ is not blacklisted by any  
Central/State Government Department/Public Sector Undertaking.

**Name of Bidder:**

**Signature of the Bidder with seal**

## Beach Festival 2017 at Mandvi

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### ANNEXURE-12 LIST OF OWN/TIE UP EQUIPMENT

<b>Sr.</b>	<b>Name of Equipment</b>	<b>Qty in nos.</b>	<b>Own/Tie up</b>

**Signature of the Bidder with seal**

# Beach Festival 2017 at Mandvi

## ANNEXURE -13 SPECIFICATIONS OF WORKS

### PART C - INDICATIVE SPECIFICATION & CONDITIONS:

#### C-1 Civil, Infrastructure Services, etc.

- Design should be according to theme of beach festival
- The quality of design, workmanship and service shall be the best for consistent with an event.
- The stages shall have to be erected on firm base. The pathways connecting platforms shall be decorated, carpet covered within this scope. Aisle must always be kept clear for the visitors.
- CPWD/R&B specification shall be followed unless specified otherwise, for civil, infrastructure and all semi-permanent works.
- All the material shall be conforming to IS codes or as approved by TCGL/Professional Advisor.
- Wall paneling system, roof covers, paint and other materials used in event area and all other structures of the Event shall be of fire retarding and resisting nature.
- Decayed or cracked wood shall not be used.
- Defective, cracked materials shall not be used.
- All structures shall be firmly grounded and stable against wind force, live load and dead loads.
- The shells/portals/hangers shall be engineered structures erected under competent engineering supervision.
- Structures shall be designed and executed considering adverse weather conditions.
- Joinery and supports should be properly engineered, firm and with good finish.
- If there is any special structure design, Bidder should provide all details like plan, elevation and structural drawing and if required design calculations.
- Colour shall be finished well before to avoid the odour smell and eyes burn. Where the word states waterproof, it shall be fully waterproof with surrounding walls and ceiling.
- Octonorm panel if used shall be clean, should be in plumb and properly fixed without swing or sway. The contractor shall not willfully or otherwise damage, defile, alter, change or deface in any manner whatsoever, the walls of the stalls, its foundation, etc. nor shall support, suspend, hang, or in any improper way fix any weight articles, etc., other than with express approval of the client/Professional Advisor.
- Carpet should be new, clean and joint shall be covered with colour matching tape.
- Stage backdrop shall be in plumb, alignment properly braced so as to resist the wind loads.
- Wooden staging/decking shall be in proper level. Maximum permissible undulations shall be mm in an area of 3m X 3m. Plywood joint shall be in level and carpet fixing should be proper.
- Signage height and letter size should be visible.
- Bidder shall have to clear the entire site after the completion of the event.
- Parking should be properly leveled, barricaded for VIP and General public, manned during the event and functional. Area shall be lightly watered as required.
- Water flow and pressure should be uniform during the event.
- Emergency exit and fire precaution shall be taken care of.
- Flowers shall be fresh.
- Plants shall be fresh, well groomed.
- All the furniture should be firm, comfortable and as per functional requirements.

## Beach Festival 2017 at Mandvi

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- Circulation within the Venue should be easy, should not create blockage.
- There must be smooth entry and exit to the structure. The movement within the Venue shall be barrier free and friendly to physically challenged people.
- Barricading shall be in proper alignment and free from any protruding objects.
- Necessary safety railings/nets shall be provided through out the site and necessary safety measures shall be taken to ensure the safe working conditions during the installation and subsequent to installation during Event.
- Bidder shall not permit any member of his staff to cook, wash himself, his clothes or utensils anywhere inside the exhibition area.
- No overnight parking of trucks or tempos is permitted at the exhibition area / property during move-ins, show hours and move-outs.
- Open drains & Channels shall be covered properly so as to provide easy movement of pedestrian. Wherever necessary foot over bridge shall be provided. They shall be so designed to take required load.

### **C-2 ELECTRICAL**

- All electrical materials to be used like wires, cables, switchgears, fuse switch units, metal clad switches, Insulation tap, lugs, cable glands etc. should be with I.S.I. mark.
- In any case, CPWD electrical specifications for material and workmanship should be followed as a minimum requirement.
- Where explicit specifications are not available, the work shall be executed as per the instruction of MD, TCGL or TCGL's Professional Advisor.
- The Contractor or his sub contractor must have Electrical License from Govt. body
- The electrical work should be done in presence of electrical supervisor (approved by Government) of the Electrical License Holder Contractor.
- All approvals regarding temporary power connection and electrical installations from the concerned authorities are in the scope of bidder. TCGL will reimburse all official expenses incurred for such approvals and load sanction to the bidder against receipt

### **C-3 Lighting**

- Each structure should have proper illumination. Within the structure, minimum lux level should be 300. In lounge, minimum lux level should be 400. In general ground area, minimum lux level should be 75.
- Outdoor lighting fixtures should be water proof and is better to use with I.P.55 enclosure.
- General Lighting should be done with outdoor type 500W or 1000W Halogen fixtures.
- At area like entrance where more illumination is required, Metal Halide type fixtures are preferable.
- Erection of Halogen fixtures should be done on H frame type towers or wooden towers of 30 ft height for 10-30 halogens or on small poles like "panjas" or "Chhatris" for 5-10 halogens or on wooden ballis for 1-2 halogens.
- Horns or speakers can be erected on the same tower of Halogen.
- All indoor lighting fixtures should be properly fixed in line, level and with proper support.
- Each plug points should have properly connected earth wire.
- Each plug should be properly fixed.

## Beach Festival 2017 at Mandvi

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### C-4 Mains Wiring and cabling

- Mains of halogen should be taken from nearest power distribution board.
- Size of mains should be adequate according to the circuit load.
- Joints in MAINS wiring should be insulated with ISI insulation tap. These joints should not be in contact with cloth curtains or such inflammable materials.
- All cable or wire joints should be in proper manner.
- Wiring along with cloth should be done within conduit.
- All cables must be armoured cables. Use of insulation damaged cables should be avoided.
- Minor cuts on cable insulation should be properly insulated with insulation tape.
- All cables must be laid under ground with proper depth.
- All cables should be properly glanded and terminated with proper size of lugs.
- The Mains shall be with ISI marked PVC insulated wire with aluminum / copper conductor as specified. The size of phase and neutral shall be same, while the size of earth conductor shall be as specified in the item. The number and size of conductor shall be as specified in the item. All wires shall be single core multi-strand PVC insulated as per IS: 634 and shall be 660 V/1100V grade. All wires shall be as per colour code viz. Red for R phase, Yellow for Y phase, Blue for B phase, Black for neutral, Green for earth conductor.
- Necessary connections to control switchgear, MCB Dist. board, plug etc. shall be made firmly as per requirement and as instructed by in-charge-electrical engineer

### C-5 Point Wiring in Structures (LIGHT, FAN & PLUG)

- The point wiring shall be confirmed to IS: 5908 - 1970. A point shall consist of the branch wiring from the branch distribution board (switch board) together with a switch as required, as far as and including the ceiling rose or socket-outlet or suitable termination. A three-pin socket-outlet point shall include, in addition, the connecting wire or cable from the earth pin to the earth stud of the branch distribution board.
- The installation shall generally be carried out in conformity with the requirements of the
- Indian Electricity Act, 1910, as amended up to date and the Indian Electricity Rules, 1956.

#### **The point wiring shall be carried out in under mentioned manner :**

- a) Supply, installation, fixing of conduits with necessary accessories.
  - b) Supplying and drawing of wires of required size including insulated earth continuity wire.
  - c) Supply, installation and connection of Modular switches, sockets, switch plates, fan regulators etc. as specified.
  - d) The point shall be complete with branch wiring from the first switch board to the outlet point through other loop. Switch boards if necessary in a circuit, conduit with accessories, junction, inspection boxes, control switch, socket outlet boxes, ceiling roses, connector etc.
- Unless otherwise mentioned, the system of wiring shall consist of single core 650/1100 volt grade PVC insulated wire with Aluminum/copper conductor laid through exposed surface mounted/concealed in wall and ceiling rigid PVC pipe/rigid steel conduits/PVC oval conduit/PVC casing-N-Capping/trunking etc. as specified.



## Beach Festival 2017 at Mandvi

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- The rigid PVC pipe shall confirm to IS: 9537 with minimum wall thickness of 1.5mm. The corresponding accessories shall confirm to IS: 3419. The minimum diameter of pipe shall be 20 mm.
- The wiring shall be as per colour code viz. Red for R phase, Yellow for Y phase, Blue for B phase, Black for neutral, Green for earth, Grey for control, white for bell point and all off wires shall be same as phase wire. The wiring shall be done in a looping manner. All looping shall be made only in switch boards.
- The switches and socket outlets shall be **Modular type** with silver-coated contacts with ISI marked IS: 3854.
- The Conduit run on surfaces shall be supported on metallic 1.2mm thick saddles/heavy duty PVC saddles which in turn shall securely screwed to wall or ceiling. Saddles shall be at intervals of not more than 500 mm. Fixing screws shall be with round or cheese head and of rust-proof materials. No cross-over of conduits shall be allowed. Unless it is unavoidable.
- The entire conduit installation shall be clean and neat in appearance.
- The Maximum load of each circuit shall not exceed 800 watts and maximum points of each circuit shall not exceed 10 points. Where wiring passes through wall, care shall be taken to see that wire pass very freely through protective pipe [rigid steel conduit / rigid pvc pipe / porcelain tube and that the wires pass through without any twist or cross in wires, or either ends of holes.

### **C-6 Fans –Pedestal, Exhaust.**

- All ceiling fans, pedestal fans or exhaust fans should run hum free.
- Proper care should be taken for fixing of ceiling fan down rod.
- Colour of all fans in the same structure should be same.

### **C-7 Separate Power Distribution Board**

- Each structure should have separate power distribution board (TPN switch).
- Each power distribution board (TPN switch) should be mounted on wooden block board and should be raised from ground. This entire structure should be properly fixed to ground.
- There should not be any connection outside Distribution board. Every neutral wire should be properly connected to neutral strip.
- All fuse used must be properly rated. Rewiring of damaged fuses is not allowed.
- All Power DB should be properly earthed

### **C-8 Earthing**

- Each Power Distribution board should have pipe earthing
- All metallic structures of the venue should be properly earthed.
- The earthing of an installation shall confirm to I.E. Electricity Rules, IS-3043, latest edition and I.E.E. The copper earth plates should be tinned before installation. The earth plates of Cast iron, having size of 30 x 30 x 0.35 cms in separate pit. Specially prepared 2.5 mtr deep with necessary to real moist earth surface. The earth pit should be provided with 38 MM dia GI Pipe 2 mtr long. Alternative layers of salt and coke shall be provided surrounding the plate.
- The pits shall be filled when the plates are in position and in presence of Engineer in Charge. The earthing resistance of each earth plate should be measured by resistance meggar in the presence of Engineer in Charge.
- The general and technical specification given in the tender booklet shall be considered as

## Beach Festival 2017 at Mandvi

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a part of agreement. The material shall be approved as per relevant IS specification and shall be approved by the Electrical Engineer in charge before executing the work.

### **C-9 Sound & P.A. System**

General P.A. System should be used to distribute sound through entire venue.

#### **a) Amplifiers**

- Proper nos of amplifiers each of 100 watt to 150 watt capacity having frequency response of 20Hz.to 20 KHZ and additional amplifier for standby connected in parallel.

#### **b) Microphones**

- Proper nos of good quality of microphones with chromium plated stand to reproduce original sound complete with necessary microphone cables.

#### **c) Speakers**

- Required Nos. of heavy duty best quality horns / speaker boxes of 40 watt. / 60 watt.
- Approx. with necessary matching transformers duly erected on approx. 30' high existing tower The direction of horns should be adjusted in such a way that sound is properly distributed throughout the ground without echoes.
- Required Nos. of suitable capacity of horns/speaker boxes to be erected on approx. 12' high existing wooden ballies between tower and rostrum.

#### **d) Wiring**

- The Cores for the speakers should be of good quality copper stranded Cores of 2.5 sq. mm size duly covered with polythene pipe buried under ground where very necessary.
- The microphone cables should be of good quality complete with necessary sockets connected properly and soldered.

#### **f) Voltage Stabilizer**

- Voltage stabilizer of proper range should be provided to protect amplifiers against fluctuation of supply voltage
- The above system should be commissioned and tested 30 hours prior to the time of meeting hours as directed.
- Provision should be made for additional requirement of equalizers, additional echo system, cordless microphone, Amplifier, Mixer etc.
- For public music system of specific requirement, rates & specification shall be required to be derived at the time suggested by the authority of use.
- Sound & PA system for individual structure should be in line with above specifications according to size required.

### **C-10 CCTV SYSTEM**

- Bidder shall have to set up CCTV High Resolution PTZ camera at prominent location as directed by Police department.
- Control of entire CCTV system shall be in Admin Lounge and also Local control at various locations suggested by client.

## Beach Festival 2017 at Mandvi

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### **C-11 DG Sets**

- DG sets must be with Acoustic enclosure i.e. silent generator
- DG sets must not be older than seven years at the time of operations.
- DG sets must be in good condition having a proper working AVR.
- DG sets should be provided along with fuel arrangement.
- Each DG set should be provided with separate body and neutral earth pits.
- DG sets are to be provided as 100% standby power source.
- No load test is required to check VAF and earth values & data by Professional Advisor.
- Contractor shall have to submit local pollution control board approval certified for DG Set.
- DG should be run before 30 min of main function till end of main function as to change over immediately, in case of main source of power failure.
- DG should have sufficient fuel in stock to run the entire program if power fails.

### **Changeover switches**

- Changeover switches should be properly rated.  
DG sets are to be provided as 100% standby power source