



## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD. (RTDC)

(A Government Of Rajasthan Undertaking)

Registered Office: RTDC Hotel Swagatam Campus, Near Railway Station, Jaipur-302006, Rajasthan, India

### Notice Inviting e-Tender

Ref No:

RTDC invites tenders from reputed Sound and Light show experts for **Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning of the " LASER /LIGHT & SOUND SHOW AT THE COURTYARD OF SAMBHAR SALT COMPLEX SAMBHAR , Rajasthan.** Interested Firms shall submit their proposal in the prescribed format latest by 3.30 PM on the 11.8.2017.

(Madhav Shrma)  
General Manager-Works

**Rajasthan Tourism Development Corporation Ltd. (Rajasthan)**

**Notice Inviting e-Tender**

**Notice Inviting e-Tender No. 04/2017-18**

**Dated: \_\_\_\_\_**

**for**

**Conceptualizing, Designing, Supplying, Installing, Testing and  
Commissioning of the “LASER/LIGHT & SOUND SHOW AT THE COURTYARD  
OF SAMBHAR SALT COMPLEX ,SAMBHAR”, Rajasthan**

The Managing Director on behalf of Rajasthan Tourism Development Corporation Ltd.,

Invites e-tender for the work detailed in table below.

**(Online Submission of Bid)**

<b>Country</b>		India – State of Rajasthan				
<b>Project Name</b>		Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning of the <b>the “LASER/LIGHT &amp; SOUND SHOW AT THE COURTYARD OF SAMBHAR SALT COMPLEX ,SAMBHAR”, RAJASTHAN</b>				
<b>Purpose of the current Public Procurement Process</b>		Selection of Contractor for Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning of the <b>the “LASER/LIGHT &amp; SOUND SHOW AT THE COURTYARD OF SAMBHAR SALT COMPLEX ,SAMBHAR”, RAJASTHAN</b>				
<b>S . N o .</b>	<b>Name of work</b>	<b>Estima ted Cost</b>	<b>Earnest Money Deposit (in Rs.)</b>	<b>Cost of Tender Document (in Rs)</b>	<b>Tender processing Fee (in Rs.)</b>	<b>Period of Completion</b>
			<b>Mode of Payment : Through Demand Draft in Favour of General Manager-Works, RTDC Ltd., Jaipur</b>			
1	Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning of the <b>the the “LASER/LIGHT &amp; SOUND SHOW AT THE COURTYARD OF SAMBHAR SALT COMPLEX ,SAMBHAR”, RAJASTHAN</b>	<b>320.00 lacs</b>	<b>Rs. 6,40,000/-</b> (Rupees Six Lakh forty thousand only)	<b>Rs. 3,000/-</b> (Rupees Three Thousand only)	<b>Rs.2,000/-</b> (Rupees Two Thousand only)	6 Months
2	Date & Time for application for issue of Tender form	i)	ii) Last date and time of receipt of online application is on or before 11.8.17 up to 3.30 pm. iii) Last date and time for online issue of tender document is on 11.8.17 up to 3.30 pm.			
3	Time/Date of receipt/ opening of tender	i)	ii) Pre-bid conference shall be held in the Board Room, RTDC Rajasthan, on 28.7.17 at 3.00 Pm iii) Last date and time for submission of eligibility / tender documents along with EMD on 11.8.17 up to 1.00 pm. Opening of eligibility documents on 11.8.17 at 3.30 pm. iv) Date and time of technical presentation and opening of financial bids will be intimated later.			

GENERAL MANAGER-WORKS,  
RTDC LTD., JAIPUR

## **EXPRESSION OF INTEREST**

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## DISCLAIMER

The information contained in this Expression of Interest document (the "EOI") or subsequently provided to the Applicant(s), whether verbally or in documentary or any other form by or on behalf of Rajasthan Tourism Development Corporation Ltd. ("RTDC" or the "Authority") or any of its employees or advisors, is provided to the Applicant(s) on the terms and conditions set out in this "EOI" and such other terms and conditions subject to which such information is provided.

This "EOI" is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this "EOI" is to provide interested parties with information that may be useful to them in submitting their Technical and Financial Proposals (together constituting the "Application") pursuant to this "EOI". This "EOI" includes statements which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This "EOI" may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this "EOI". The assumptions, assessments, statements and information contained in this EOI may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this "EOI" and obtain independent advice from appropriate sources.

Information provided in this "EOI" to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this "EOI" or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of this "EOI" and any assessment, assumption, statement or information contained therein or deemed to form part of this "EOI" or arising in any way for participation in this Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this "EOI".

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

The issue of this EOI does not imply in any way, that the Authority is bound to select an Applicant or to appoint the Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

In particular, the Authority shall not be responsible / liable for any latent or evident defect of the site or its title or any other related aspects including but not limited to the following:

- a. Site conditions;
- b. Site location and surroundings;
- c. Climate;
- d. Availability of power, water and other utilities for construction;
- e. Access to site;

- f. Handling and storage of materials;
- g. All statutory permissions from various authorities;
- h. All applicable laws and regulations;
- i. Technical and financial feasibility of the Project.

Any character or requirement of the site, which may be deemed to be necessary by the Applicant should be independently established and verified by the Applicant.

## 1. Section-1: Instructions to Applicants

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### 1.1. Definitions

<b>Applicant/Bidder:</b>	means any person or entity who may be selected as the Contractor Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning of the “ <b>LASER /LIGHT &amp; SOUND SHOW AT THE COURTYARD OF SAMBHAR SALT COMPLEX SAMBHAR , Rajasthan.</b> to the Government of Rajasthan through RTDC under the Contract independently or as a part of consortium.
<b>Application/ Bid:</b>	Response to this EOI with all necessary documents as specified.
<b>Assignment:</b>	Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning of “ <b>LASER /LIGHT &amp; SOUND SHOW AT THE COURTYARD OF SAMBHAR SALT COMPLEX SAMBHAR , Rajasthan.</b>
<b>Turkey Basis:</b>	means products and services requiring design, supply, installation, commissioning of the laser/light & Sound & Light Show as detailed out in this EOI document
<b>Contract:</b>	means the Contract signed by the Parties to which the General Conditions (GC) are attached with any attachments listed in the Special Conditions (SC) as provided in Section 7.
<b>Data Sheet:</b>	means such part of the Instructions to Applicants used to reflect specific country and assignment conditions.
<b>Day:</b>	means calendar day
<b>Government:</b>	means the State Government of Rajasthan, India.
<b>RTDC:</b>	Rajasthan Tourism Development Corporation Ltd.
<b>Instructions to Applicant (Section 1 of RFP):</b>	means the document which provides Applicant with all information needed to prepare their Proposals
<b>Personnel:</b>	means Professionals and support staff to be provided by the Applicant or by any Sub contractor and assigned to perform the works or any part thereof; “Foreign personnel” means such Professionals and support staff who, as on proposal due date had their domicile outside the beneficiary’s country; “Local Personnel” means such Professionals and support staff who as on proposal due date had their domicile inside the beneficiary’s country.
<b>Project:</b>	Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning of “ <b>LASER /LIGHT &amp; SOUND SHOW AT THE COURTYARD OF SAMBHAR SALT COMPLEX SAMBHAR , Rajasthan.</b>
<b>Proposal:</b>	means the Technical Proposal and the Financial Proposal.
<b>Public Procurement Process :</b>	means the process for the Selection of a Contractor for the Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning of “ <b>LASER /LIGHT &amp; SOUND SHOW AT THE COURTYARD OF SAMBHAR SALT COMPLEX SAMBHAR , Rajasthan.</b>
<b>EOI:</b>	means this Request For Proposal document prepared by the RTDC for the selection of Applicant for the Assignment.
<b>Works:</b>	means what is required to be provided by the selected Applicant as per Terms of Reference (Section 6 of the “EOI”).
<b>Sub-Contractor:</b>	means any person or entity with whom the Applicant sub-contracts any part of the Assignment.
<b>Terms of Reference:</b>	(TOR) means the works described in Section 6 of this “EOI” document which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of RTDC and the selected Applicant and expected results and deliverables of the assignment.

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.



## **1.2. Background**

This Expression of Interest (EOI) document is for selection of Contractor for Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning of “ **LASER /LIGHT & SOUND SHOW AT THE COURTYARD OF SAMBHAR SALT COMPLEX SAMBHAR , Rajasthan** . RTDC has adopted a two-stage competitive bid process (collectively called as the “Bidding Process”) for selection of the Applicant for award of the Project. It involves:

- Qualification (the “Qualification”) of interested Applicants who make a qualification application (the “Qualification Application” or “Technical Proposal”). At the end of this stage, the Authority expects to announce a short-list of suitable pre-qualified Applicants (the “Qualified Applicants”) meeting the Threshold Experience and Technical Experience, who shall be eligible for participation in the second stage of the Bidding Process.
- In second stage of the Bidding Process, the Authority will evaluate the financial proposals (the “Financial Proposal” or “Price Sheet”), of only the Qualified Applications.

1.2.1. This “EOI” is being issued to the Applicants who have sought to obtain the “EOI” pursuant to the publication of NIT in newspapers.

1.2.2. The Applicants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet for the works required for the assignment, named in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately a contract will be signed Between the RTDC and the successful Applicant.

1.2.3. The Applicant shall have to work in close coordination with Master Technical Consultant (MTC) already engaged for the Project and the Main Contractor, which will be shortly engaged by RTDC.

1.2.4. The Applicants should familiarize themselves with local conditions and take them into account in preparing their Proposal. To obtain first-hand information on the assignment and local conditions. Applicants are encouraged to visit the Project location before submitting a proposal. Applicants should contact RTDC officials named in the Data Sheet to arrange for their visit or to obtain additional information. Applicants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements. RTDC will timely provide at its own cost, the inputs and facilities specified in the Data Sheet needed to carry out the works, and make available relevant project data and reports.

### **1.2.5. Cost of the Proposal**

Applicants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. RTDC is not bound to accept any proposal, and reserves the right to annul the Public Procurement Process at any time prior to Contract award, without thereby incurring any liability to the Applicant.

1.2.6. The Proposal shall be valid for a period of not less than 180 (One Hundred and Eighty) days from the Proposal Due Date.

### **1.2.7. Currency conversion rate and payment**

For the purposes of technical evaluation of Applicants, 1 US\$ = INR. 67 shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

### **1.2.8. Scope of Proposal**

Detailed description of the objectives, scope of works, deliverables and other requirements relating to this Assignment are specified in this EOI document. An Applicant may participate in the Public Procurement

Process either individually (the "Sole Firm") or as consortium of firms (the "Consortium") in response to this EOI. The term applicant (the "Applicant") means the Sole Firm or The Consortium represented by the Lead Member of the Consortium, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this "EOI".

- 1.2.9. The Applicant shall submit its Proposal in the form and manner specified in this Section of the "EOI". The Technical proposal shall be submitted in the forms at Section 4 and the Financial Proposal shall be submitted in the forms at Section 5. Upon selection, the Applicant shall be required to enter into a Contract with the Client. The conditions of the Contract are provided in Section 7 of this EOI document.

### **1.3. Conflict of Interest**

- 1.3.1. RTDC policy requires Applicant to provide professional, objective, and impartial advice services and at all times hold the RTDC's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 1.3.2. Without limitation on the generality of the foregoing, Applicants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
  - a. An Applicant (including its Personnel and Sub Contractors) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Applicant for the same or for another Client.
  - b. The Applicant shall be aware of its obligations under the Contract to-
    - i. Notify RTDC of any Personnel (including Sub Contractor's Personnel) assigned to provide the Services under the Contract who is a former RTDC staff member and to warrant that the said former RTDC staff member is not subject to any work restrictions by virtue of such former employment with RTDC. For purposes of this clause, RTDC staff members are defined as current and retired RTDC employees, and individuals that have worked for the RTDC any time in the past.
    - ii. Use its best efforts not to assign any personnel (including Sub Contractor's Personnel) to the Contract who are relatives of current RTDC staff, and in the event that RTDC or Applicant discovers that any Personnel is a close relative of a current RTDC staff member, to promptly replace the said Personnel at no cost to RTDC with an individual having equivalent skill sets, if not better. For the purpose of this clause a relative is defined as: father, mother, brother, sister, son, daughter, aunt, uncle, nephew & niece.
    - iii. Confirm, at the time of signing the Contract, that the Applicant is not knowingly advising any "outside party," defined to mean an individual or firm (A) with which RTDC is engaged in a formal dispute (i.e., the outside Party is suing or has been sued by the RTDC), (B) who is being investigated by the RTDC for fraud or corruption, or is ineligible to be awarded a RTDC - financed contract because of fraud or corruption, or (C) whose complaint against a procurement decision is under review by RTDC.
  - c. Applicants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve in the best interest of the RTDC, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Applicant or the termination of its Contract.
  - d. No agency or current employees of RTDC shall work as Applicants under their own departments or agencies. Recruiting former government employees or RTDC retired officers to work for RTDC is acceptable provided no conflict of interest exists. When the Applicant nominates any government employee as Personnel in their Technical Proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to RTDC by the Applicant as part of its Technical Proposal.

#### **1.4. Fraud & Corruption**

- 1.4.1. RTDC requires that all Applicants participating in this Project adhere to the highest ethical standards, both during the Public Procurement Process and throughout the execution of a Contract. In pursuance of this policy, RTDC defines, for the purpose of this paragraph, the terms set forth below as follows:
  - a. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value (whether in cash or kind) to influence the action of RTDC official in the Public Procurement Process or in Contract execution.
  - b. “fraudulent practice” means a misrepresentation or omission of facts in order to influence the Public Procurement process or the execution of a Contract.
  - c. “collusive practices” means a scheme or arrangement between two or more Applicants with or without the knowledge of the RTDC, designed to establish prices at artificial, noncompetitive levels.
  - d. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- 1.4.2. RTDC will reject a proposal for award if it comes to know that the Applicant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
- 1.4.3. RTDC will terminate the Contract, if it determines at any time that representatives of the applicant were engaged in corrupt, fraudulent, collusive or coercive practices during the Public Procurement process or the execution of the Contract.
- 1.4.4. RTDC will sanction the Applicant, including declaring the Applicant as ineligible, either indefinitely or for a stated period of time, to be awarded a RTDC Contract if at any time it determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a RTDC contract.
- 1.4.5. RTDC will have the right to require that, in Contracts financed by the RTDC, a provision be included requiring Applicant to permit RTDC to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and have them audited by auditors appointed by the RTDC.
- 1.4.6. No Applicant, its Sub-Contractor(s), or associate(s) shall be under a declaration of ineligibility for corrupt and fraudulent practices issued by the RTDC in accordance with Clause 2.4.1 above. Furthermore, the Applicant shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

#### **1.5. Commission and Gratuities**

Each Applicant shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Applicant is awarded the Contract, as requested in the Financial Proposal submission form (Section 5).

#### **1.6. Origin of Applicant Firm**

Applicant Firms from India or abroad are participating in this Public Procurement Process. The foreign Applicant firms interested to participate in the Public Procurement Process shall **comply with all the applicable laws of India** including legislations, rules, regulations etc. Proposals which are submitted in violation of any applicable law of India shall be liable to be rejected by RTDC.

#### **1.7. Only one proposal**

Applicant is eligible to submit only one proposal. If an Applicant submits or participates in more than one proposal as a sole firm or as a member of a Consortium then such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Contractor to more than one proposal.

#### **1.8. Proposal Validity**

The Data Sheet indicates how long Applicant’s Proposal must remain valid after the submission date. During this period, Applicants shall maintain the availability of Professional staff nominated in the Proposal. RTDC

will make its best effort to complete negotiations within this period. Should the need arise; RTDC may request Applicants to extend the validity period of their Proposals. Applicants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Applicants could submit new staff in replacement, which would be considered in the final evaluation for contract award. Applicants who do not agree, have the right to refuse to extend the validity of their Proposals and in such cases, their proposals would be liable for rejection by RTDC.

## **1.9. Minimum Eligibility of Applicants**

### **Technical Criteria**

- The bidder can be single firm / Consortium. The bidder should submit Valid incorporation/registration certificate of the firm, PAN Card and VAT/Sales Tax / Service Tax /levies registration certificate
- The bidder should have executed at least 1 work of similar nature of value not less than INR 3.00 Cr or 2 works of similar nature of value not less than INR 1.5 Cr each (or equivalent Foreign Currency) during the last 5 financial years preceding the Proposal Due Date. Similar works means Permanent audio video installations including multimedia, animation works etc. in the field of, historical places, public/ amusement parks, lakes, forts, monuments, experience centers, science centers, auditoriums, , buildings of heritage and cultural importance where the applicant has provided integration of audio video and lighting system.
- The applicant with adequate numbers of competent personnel available for the project such as Visual Designers, Audio Composers, Graphic Designers, Scenographers, Digital 3D Artists, Digital 2D Composers, Technical Directors and Software Developers is preferred.

### **Financial Criteria:**

The Applicants should have a minimum average annual turnover of INR 3, 00, 00,000 (Rupees Three Crores) in last three Financial Years. Audited balance sheet of relevant accounts certified by the Chartered Accountant shall be produced along with application for issue of "EOI" documents.

## **1.10. Participation in Consortium**

- 1.10.1. Number of members in a consortium should be limited to 3 (three);
- 1.10.2. The Proposal should contain the information required for each member of the consortium;
- 1.10.3. The Proposal should include a description of the roles and responsibilities of individual members.
- 1.10.4. Members of the consortium shall nominate one member as the Lead Member. One of the members of the consortium shall be required to meet the criteria specified at Clause 3.
- 1.10.5. Members of the consortium shall enter into Memorandum of Understanding (MOU) with each other for providing services in this Project.

## **1.11. Pre-proposal Conference & Due Diligence**

Pre proposal conference for the Project is scheduled to be conducted on the date, time and venue as specified in 2.2.6.

## **1.12. Site Visit & Verification of Information**

Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, access to the site, availability of other data with the RTDC, Applicable Laws and regulations or any other matter considered relevant by them. Visits shall be organized for the benefit of prospective Applicants on dates, time and venue as specified in the "EOI" document. All costs for such visits shall be borne by the Applicants.

## **1.13. Clarification and amendment of EOI documents**

- a. Applicants may request clarifications regarding any provision of this "EOI" document up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the RTDC's address

indicated in the Data Sheet. RTDC will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Applicants. Should RTDC deem it necessary to amend the "EOI" document as a result of a clarification, it shall do so by following the procedure under Clause 2.13. (b).

- b. At any time before the submission of Proposals, RTDC may amend the EOI document by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all the prospective Applicants and will be binding on them.

#### **1.14. Earnest Money Deposit**

The applicants should submit an EMD of Rs. 6.40,00,000 (Rupees Six Lakh forty thousand only) to be paid in the form of Demand Draft in favour of General Manager-Works, R.T.D.C. Ltd., Jaipur

#### **1.15. Preparation of Proposal**

The Proposal as well as all related correspondence exchanged by the Applicant and RTDC, shall be written in the language (s) specified in the Data Sheet.

While preparing their Technical Proposal, Applicants are expected to examine the documents constituting this EOI in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

#### **1.16. Technical Proposal Format and Content**

- a. Tender submission shall be strictly as per e-tender norms of the Government of Rajasthan. Applicants are required to submit a Full Technical Proposal (FTP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed nonresponsive. The Technical Proposal shall provide the information indicated in the following Cl. from (a) to (f) using the attached Standard Forms (Section 4) on a page. A page is considered to be one printed side of A4 or letter size paper.
  - i. A brief description of the Applicant's organization and an outline of recent experience of the Applicant and, in the case of consortium, for each partner, assignments of a similar nature is required in Form TECH-2 of Section 4. For each assignment, the outline should indicate the names of Sub-Contractors/ Professional staff who participated, duration of the assignment, contract amount, and Applicant's involvement. Information should be provided only for those assignments for which the Applicant was legally contracted by the client. Assignments completed by individual Professional staff working privately or through other Applicant firms cannot be claimed as the experience of the Applicant, or that of the Applicants associates, but can be claimed by the Professional staff themselves in their CVs. Applicants should be prepared to substantiate the claimed experience if so requested by RTDC
  - ii. Details of concept and description of work methodology/ work plan by which the bidder proposes to execute the work in Form Tech-4 including:
    - Proposed Technologies/equipment for all the components of the project
    - Project layout plan
      - General layout plan for the entire area.
      - Site utilization plan for the entire area along with proposed area for each project component.
    - Components and Design plan
      - Components proposed
      - Capacity of each of the components.
      - Design features, specifications and drawings including capacity details.
      - Pictorial formations show themes and elevations.

- Technology features of Equipment Required.
  - Electrical and Mechanical systems.
  - Comprehensive Technology features with upgradability and flexibility.
  - Safety Measures and fire-alarm system.
  - Communication systems.
- Proposed Management and Technical Team.
  - Management team during construction and operations.
  - People consisting of the management team.
  - Their capability and management expertise.
  - Technical Team during construction and operations.
  - Equipment and machinery supplier.
  - Other personnel involved.
  - A project completion schedule.
- iii. comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the RTDC (Form TECH-3 of Section 4)
- iv. CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 4)
- b. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared as non-responsive.

### **1.17. Financial Proposal**

- 1.17.1. The bidders should not submit hard copy of their financial bid. Bidders' financial quote shall be a lump sum cost of the project including Service Taxes/levies.
- 1.17.2. **Taxes: All taxes/levies shall be bear by the applicant/firm.**
- 1.17.3. Applicant may express the price of their services in terms of Figure in INR and by including the Service Tax/levies.
- 1.17.4. RTDC shall not allow payment of any commissions and gratuities under this assignment.
- 1.17.5. While submitting the Financial Proposal, the Applicants shall ensure the following:
- a. All the costs associated with the assignment shall be included in the Financial Proposal, including all taxes and levies.
  - b. The financial quote indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding.
  - c. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
  - d. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

### **1.18. Sealing and Marking of Proposal**

Tender submission shall be strictly as per e-tender norms of the Government of Rajasthan. The bidder should scan and upload the required documents along with supporting documents. In addition, the hard copy of the technical documents and bid is to be submitted in sealed envelope and super scribed "Response to Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning

of “ **LASER /LIGHT & SOUND SHOW AT THE COURTYARD OF SAMBHAR SALT COMPLEX SAMBHAR , Rajasthan.**

1.18.1. ” on the top right hand corner and addressed to: Executive Engineer, Rajasthan Tourism Development Corporation, RTDC Hotel Swagatam Campus, Near Railway Station, Jaipur-302006, Rajasthan.

1.18.2. The Applicants shall prepare and submit:

a. One (1) Original Technical Proposal duly marking “Original” and shall be labeled as:

#### **TECHNICAL PROPOSAL for**

**“Selection of Contractor for Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning of “ LASER /LIGHT & SOUND SHOW AT THE COURTYARD OF SAMBHAR SALT COMPLEX SAMBHAR , Rajasthan.**

#### **Contents of Envelope shall be as follows: (Technical Proposal in Original only)**

- Form TECH-1. Technical Proposal Submission Form
- Form TECH-2. Applicant’s Organization and Experience
- Form TECH-3. Comments and Suggestions on the Terms of Reference
- Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment
- Form TECH-5. Team Composition and Task Assignments
- Form TECH-6. Curriculum Vitae (CV) for Proposed Professional Staff
- Form TECH-7. Work Schedule
- Form TECH-8. Format for Power of Attorney for Lead member of Consortium/ JV
- Form TECH-9: Format for Power of Attorney for Authorized Signatory

1.18.3. The envelope shall indicate the complete name, address, telephone number (with city code) and facsimile number of the Applicant.

1.18.4. The envelope shall be addressed to the Client as mentioned in the Proposal Data Sheet.

1.18.5. All pages of the technical and financial proposal shall bear the initials of authorized signatory.

#### **1.19. Proposal Evaluation**

1.19.1. From the time of opening of the Proposals till the time of award of the Contract, the Applicants should not contact RTDC on any matter related to its Technical and/or Financial Proposal. Any effort by Applicants to influence RTDC in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Applicants' Proposal.

1.19.2. **Evaluation of Technical Proposal:** The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the EOI document, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in “EOI” document.

1.19.3. Technical evaluation will also take into account presentations given by the Applicants on their technical proposal. The applicant has the liberty to conceive the project at their own ideas, keeping in mind that shall match with the international standard. They must visit the site before the presentation. The presentation has to be supported with simulated visuals which will be evaluated by a constituted committee.

- 1.19.4. **Public Opening and Evaluation of Financial Proposals:** After the technical evaluation is completed, RTDC shall inform the Applicants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Applicants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the EOI document. RTDC shall simultaneously notify in writing Applicants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Applicants sufficient time to make arrangements for attending the opening. However, Applicant's attendance at the opening of Financial Proposals is optional.
- 1.19.5. Financial Proposals shall be opened publicly in the presence of the Applicant's representatives who choose to attend. RTDC shall prepare a record of the public opening of Financial Proposals.
- 1.19.6. Public Procurement process to be followed is two bid system – technical evaluation followed by financial bid opening. RTDC will constitute an evaluation committee which will shortlist proposals based on a marking system mentioned in clause 2.1.7. The financial bids of only these bidders will be opened. The bidder quoting the lowest price among these shortlisted proposals will be declared as selected bidder. RTDC may invite the selected bidder for negotiations.

## **1.20. Negotiation**

- 1.20.1. Negotiations will be held at the address indicated in the Data Sheet. The invited applicant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in RTDC proceeding to negotiate with the next-ranked Applicant. Representatives conducting negotiations on behalf of the Applicant must have written authority to negotiate and conclude a Contract
- 1.20.2. **Technical Negotiations:** Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Applicant to improve the Terms of Reference. RTDC and the Applicant will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from RTDC to ensure satisfactory Installation, Commissioning of the assignment. RTDC shall prepare minutes of negotiations which will be signed by RTDC and the selected Applicant.
- 1.20.3. **Availability of professional staff / experts:** Having selected the Applicant on the basis of, among other things including an evaluation of proposed Professional staff, RTDC will require assurances that the professional staff will be actually available for the execution of the Project. RTDC will not consider any substitutions of key professional staff during contract negotiations unless both parties agree that undue delay in the Public Procurement process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that professional staff were offered in the proposal without confirming their availability, the selected Applicant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Applicant within the period of time specified in the letter of invitation to negotiate
- 1.20.4. **Conclusion of the negotiations:** Negotiations will conclude with a review of the draft Contract. To complete negotiations RTDC and the selected Applicant will initial the agreed Contract. If negotiations fail, RTDC will invite the Applicant whose Proposal received the second highest score to negotiate a contract or to cancel the bidding process at any stage.

## **1.21. Award of Contract**

- 1.21.1. After completing the negotiations, RTDC shall award the Contract to the selected Applicant. The Notice of Award shall be given to the Applicant who shall score the highest during the evaluation of the proposal. The representative of the Applicant may choose to be present during the issuance of the Notice of Award.
- 1.21.2. The Client reserves the right to contract for all or a partial list of services offered in the proposal. The "EOI" and the selected Applicant's proposal will become part of the contract between the Client and the selected Applicant.



1.21.3. The selected Applicant is expected to commence work once a letter of award (LOA) has been issued or the contract has been signed, whichever is earlier.

**1.22. Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the RTDC in relation to matters arising out of, or concerning the Public Procurement Process. The RTDC shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The RTDC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the RTDC or as may be required by law or in connection with any legal process.

**1.23. Extension of Project**

Although time is the essence of the contract, but in case of conditions beyond the control of the Client, the compensation during the period of extension would be decided based on the basis of rates quoted by the applicants in their financial proposal.

## 2. Section-3: Data Sheet

S.No.	Clause / reference	Details
1	2.2.4., 2.20.1.	The name of RTDC's officials: RTDC Hotel Swagatam Campus, Near Railway Station, Jaipur-302006, Rajasthan
2	2.2.4.	The RTDC will provide the following inputs and facilities: (1) Area earmarked by the MTC for the Assignment (2) Permissions for access to the site (3) Memorial Concept Paper (4) Broad details of the proposed project as conceived by the RTDC
3	2.8.	Proposals must remain valid for 180 (One Hundred & Eighty) days after the submission date
4	2.13.(b)	Clarifications may be requested not later than 2 days before the Pre Proposal Conference. The address for requesting clarifications is: Rajasthan Tourism Development Corporation (RTDC) Ltd. RTDC Hotel Swagatam Campus, Near Railway Station, Jaipur-302006, Rajasthan
5	2.18.(c)	The Proposal submission address is: RTDC Hotel Swagatam Campus, Near Railway Station, Jaipur-302006, Rajasthan
6		The proposal submission date will be intimated later.
7		The Successful Applicant shall furnish Security Deposit equivalent to 10% of the work order amount in the form of FDR/Bank Guarantee from a scheduled bank in favour of General Manager-Works, RTDC Ltd., Jaipur.

### 2.1. Evaluation Criteria

Applicants will be qualified on the minimum eligibility criteria mentioned in the clause 2.9 of this "EOI" document.

**2.1.1. Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements of the Assignment. Before deploying any Key Personnel, the Applicant shall ensure that each Key Personnel is employed and/ or otherwise deployed for the Assignment strictly in compliance with the applicable laws including the rules, regulations etc., of the concerned professional bodies regulating the professions of the Key Personnel in India. The Applicant shall not deploy any Key Personnel in violation of the applicable laws.

#### 2.1.2. Key Personnel

The Consultancy Team shall consist of the Professional Staff (the "Key Personnel") who shall discharge their respective responsibilities as specified below during the two stages as mentioned in the TOR-Section 6:

S.No.	Designation	Role
1	Team Leader /Project Manager	<ul style="list-style-type: none"> <li>Coordinate the inputs of his Project Team towards successful delivery of the Project.</li> <li>Participate in discussions with the Client on regular basis.</li> </ul>

		<ul style="list-style-type: none"> <li>Communicate the progress and constraints, if any, to the Client for resolution of issues.</li> <li>Ensure timely delivery of the deliverables under this Project.</li> </ul>
2	Sound Specialist	<ul style="list-style-type: none"> <li>Responsible for timely delivery of Conceptual and Technical Design of the Project.</li> <li>Responsible for firming up the Technical Specifications &amp; Cost</li> <li>Responsible for Installation and Commissioning of the system</li> </ul>
3	Light Specialist	<ul style="list-style-type: none"> <li>Responsible for timely delivery of Conceptual and Technical Design of the Project.</li> <li>Responsible for firming up the Technical Specifications &amp; Cost</li> <li>Responsible for Installation and Commissioning of the system</li> </ul>
4	3-D Mapping Specialist	<ul style="list-style-type: none"> <li>Responsible for undertaking 3D Mapping of the Sound &amp; Light Show.</li> <li>Responsible for trial runs and the installation and commissioning of the Sound &amp; Light show</li> </ul>

2.1.3. Each of the Key Personnel must fulfill the following Conditions:

S.No.	Designation	Minimum Professional Experience
1	Team Leader /Project Manager	5
2	Sound Specialist	5
3	Light Specialist	5
4	3-D Mapping Specialist	5

**Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements of the Assignment. Before deploying any Key Personnel, the Applicant shall ensure that each Key Personnel is employed and/ or otherwise deployed for the Assignment strictly in compliance with the applicable laws including the rules, regulations etc., of the concerned professional bodies regulating the professions of the Key Personnel in India. The Applicant shall not deploy any Key Personnel in violation of the applicable laws.

#### 2.1.4. Certificates in support of Applicant's capabilities

The Applicant shall enclose with its Proposal, certificate(s) from its statutory auditors stating its average annual turnover for three Financial Years prior to the Proposal Due Date. The Balance Sheets for the three continuous financial years submitted as a part of the proposal should be audited/ certified by the statutory auditor of the Applicant or by any practicing Chartered Accountant. In case of non-availability of audited financials for the year 2015-16, the applicant should provide provisional financials, duly certified by a Chartered Accountant.

The Applicant shall also produce authentic and valid certificates from the clients, establishing their experience in similar Eligible Projects. The RTDC may, at its own discretion, verify the veracity and validity of the certificates produced by the Applicant.

If it is established that the Applicant has produced certificates which are not correct and valid and the Applicant has misled the RTDC, RTDC at its discretion reject the proposal submitted by the Applicant and

also debar the Applicant from participating in the bidding processes taken up by the RTDC for appointing the Contractor, for a period of three (3) years.

**2.1.5. Information relating to barring of business by Governmental Organizations**

Any Applicant who has been debarred by the Central Government, any of the State Governments, a statutory or a public sector undertaking, RTDC or any other Rajasthan State Undertaking from participating in any project, and such bar subsists as on the due date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate. If any such proposal from debarred Applicant is received, the same shall be out right rejected without further evaluation.

**2.1.6. Past Performance**

- The Applicant or its Associate, who during the last three years, either failed to perform its obligations under any Agreement as evidenced by imposition of a penalty by an arbitral, judicial, statutory / public sector organization, Government of India, State Governments, etc., shall be treated as non-responsive and its technical and financial proposals shall be outright rejected by the RTDC, at its sole discretion.
- The Applicant while making a proposal to RTDC shall provide all such information relating to the imposition of penalties, non-performance of contract, debarring by any Government or Statutory Organization along with its technical proposal.
- RTDC at its own discretion may collect and verify such information. If RTDC finds that the Applicant has not provided such information and has tried to mislead RTDC, it may reject the Applicant's proposal as non-responsive

**2.1.7. Criteria, sub-criteria, and marking system for the evaluation of Full Technical Proposals are:**

Item Code	Parameter	Max Marks	Remarks										
1	Presentation in front of evaluating committee	40	Applicants have the liberty to conceive the project at their own ideas, keeping in mind it shall match with the international standards without violating the sanctity of Sambhar Town. The evaluating committee will give each applicant's presentation marks out of 40. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Parameter</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Proposed concept / story board</td> <td>10</td> </tr> <tr> <td>Proposed Technologies / Innovation in visual effects and sound effects</td> <td>10</td> </tr> <tr> <td>Project layout plan</td> <td>10</td> </tr> <tr> <td>Components and Design plan</td> <td>10</td> </tr> </tbody> </table>	Parameter	Marks	Proposed concept / story board	10	Proposed Technologies / Innovation in visual effects and sound effects	10	Project layout plan	10	Components and Design plan	10
Parameter	Marks												
Proposed concept / story board	10												
Proposed Technologies / Innovation in visual effects and sound effects	10												
Project layout plan	10												
Components and Design plan	10												
2	Quality of equipment / brands offered for the proposed project	10	All equipment to be offered should be of reputed brands and should be weather resistant to withstand harsh outdoor conditions in Rajasthan. Reference installations of these brands along with years of trouble free operations to be provided by the applicant.										
3	Experience in similar nature of works of the applicant (In case of a consortium, the experience	20	The following similar nature of works experience of the applicant will be considered for evaluation:										

	of all members of the consortium will be considered)		Permanent audio video installations in the field of historical places, public/ amusement parks, lakes, forts, monuments experience centers, science centers, auditoriums, buildings of heritage and cultural importance where the applicant has provided integration of audio video and lighting system. Qualifying documents for the applicant are to provide works completed and on going certificate from the client. <table border="1"> <thead> <tr> <th>Experience</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1 to 2 similar works</td> <td>04</td> </tr> <tr> <td>3 to 5 similar works</td> <td>10</td> </tr> <tr> <td>6 and above similar works</td> <td>20</td> </tr> </tbody> </table>	Experience	Marks	1 to 2 similar works	04	3 to 5 similar works	10	6 and above similar works	20
Experience	Marks										
1 to 2 similar works	04										
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4	Company/firm must have ISO-9001 certification from a competent authority.	5	Confirming to appropriate Industries standards								
5	Company/Firm shall be of international repute and should have executed similar orders in their name outside India.	5	2 orders of similar work executed outside India – 5 Marks 1 order of similar work executed outside India – 2 Marks No order of similar work executed outside India – 0 Marks								
6.	Minimum turnover of the Applicant.	10	The Applicant should have a minimum average annual turnover of 8 Cr over the last three years <table border="1"> <thead> <tr> <th>Turnover of the Applicant (in Cr INR)</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>8 to 10</td> <td>03</td> </tr> <tr> <td>10 to 14</td> <td>06</td> </tr> <tr> <td>More than 14</td> <td>10</td> </tr> </tbody> </table>	Turnover of the Applicant (in Cr INR)	Marks	8 to 10	03	10 to 14	06	More than 14	10
Turnover of the Applicant (in Cr INR)	Marks										
8 to 10	03										
10 to 14	06										
More than 14	10										
7.	Number of years of operations	10	The Applicant must have a minimum of 5 years of operation as a company/firm <table border="1"> <thead> <tr> <th>Number of years of Operation</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>5 to 10 years</td> <td>03</td> </tr> <tr> <td>11 to 15 years</td> <td>06</td> </tr> <tr> <td>16 years and above</td> <td>10</td> </tr> </tbody> </table>	Number of years of Operation	Marks	5 to 10 years	03	11 to 15 years	06	16 years and above	10
Number of years of Operation	Marks										
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16 years and above	10										

- At the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of 60 marks or more out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (S<sub>T</sub>).
- RTDC will constitute an evaluation committee approved by the Department of Tourism, Govt. of Rajasthan. who will evaluate the presentations of the bidders. The bidders are required to present their proposed concept for the Laser/Light & Sound show and committee will evaluate their proposals in terms of proposed storyboard, equipment provided.

*Note: Only those shortlisted proposals which score a minimum of 60 marks out of 100 in the Technical Evaluation shall qualify for next stage of bidding process, i.e. opening of Financial Proposals.*

### 2.1.8. Eligible Assignments

For the purposes of evaluating the Proposals under this EOI, following projects shall be deemed as Eligible Assignments (the “Eligible Assignments”):

- a. Design/Installation & Commissioning/ Operation & Maintenance either directly or in JV/Consortium for Permanently Audio Video Installations using high end animation and visual effects in sound and light shows in the field of historical places, public/ amusement parks, lakes, forts, monuments, experience centers, science centers, auditoriums, , buildings of heritage and cultural importance.
- b. In case of the Applicant being a member of the joint venture / Consortium / Sub Contract for providing Design/Installation & Commissioning/ Operation & Maintenance for the Project, the Applicant should have a received 26% or more in the total project fees.

### 2.1.9. Short-listing of Applicants

The Applicants who score 60 out of 100 marks in the technical evaluation shall be qualified. The financial bids of only those bidders will be opened.

### 2.1.10. Evaluation of Financial Proposal

At the second stage, the financial bids of shortlisted bidders will be opened. The bidder shall quote for the proposal based on type of technology, equipment, type and number of personnel etc. proposed for the project. The bidders are expected to discuss the same during the technical proposal with the evaluation committee.

The RTDC will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of works. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Applicant.

The Evaluation Committee shall determine if the financial proposal is complete and without computational errors.

The **Quality Cost Based Selection (QCBS)** will be done for the bidder where by the Technical Evaluation Result will be added to the Financial Evaluation Result in the proportionate weight age of 80%:20% (Lowest bid will be accorded highest Financial Score of and the rest will be proportionately awarded marks).

### Net Score Calculation

The Net Score achieved by the bidder shall be calculated based on the Technical score obtained by them and price offered by them as per the financial bid. The weightage assigned to the Technical Offer shall be 0.80 and that to the financial offer shall be 0.20, however it is expressly clarified that the financial bids of bidders achieving a score of less than 70 in the technical evaluation shall not be opened and shall not be considered for calculation of Net Score. The details of calculation are provided below:

- I. The technical score obtained by the bidder – ST
  - II. The lowest financial bid received among the bidder – FL
  - III. The financial bid of the bidder whose Net Score is to be evaluated – FC
- Then, the Net Score obtained by the bidder shall be:  
Net Score = (ST x 0.80) + {(FL/FC) x 100} x 0.20

## 3. Section-4: Technical Proposal

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Refer to the Data Sheet for format of Technical Proposal to be submitted, and Section 2 of the “EOI” for Standard Forms required and number of pages recommended.

Form TECH-1. Technical Proposal Submission Form

Form TECH-2. Applicant’s Organization and Experience

- A - Applicant’s Organization
- B - Financial Capacity of the applicant
- C - Statement of Legal Capacity
- D - Applicant’s experience in Eligible Projects

Form TECH-3. Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the RTDC

- A - On the Terms of Reference
- B - On Counterpart Staff and Facilities

Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment

Form TECH-5. Team Composition and Task Assignments

Form TECH-6. Curriculum Vitae (CV) for Proposed Professional Staff

Form TECH-7. Work Schedule

Form TECH-8.Format for Power of Attorney for Lead member of Consortium

Form TECH-9. Format for Power of Attorney for Authorized Signatory

## **A. FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM**

(On the letterhead of the Applicant i.e. sole bidder or lead member of the applicant)

[Location, Date] To:

Mr. \_\_\_\_\_

RTDC Hotel Swagatam Campus,  
Near Railway Station,  
Jaipur-302006,  
Rajasthan

**Sub: Selection of Contractor for Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning of “ LASER /LIGHT & SOUND SHOW AT THE COURTYARD OF SAMBHAR SALT COMPLEX SAMBHAR , Rajasthan.**

.

Dear Sir,

With reference to your Request for Proposal dated \_\_\_\_\_, I/we, having examined all relevant documents and understood their contents, hereby submits our Technical and Financial Proposal for Selection of Contractor for Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning of “ **LASER /LIGHT & SOUND SHOW AT THE COURTYARD OF SAMBHAR SALT COMPLEX SAMBHAR , Rajasthan.**

We state that our proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such proposal are true copies of their respective originals. This statement is made for the express purpose of appointment as the contractor for the aforesaid assignment.
2. I/ We shall make available to the RTDC any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We acknowledge the right of the RTDC to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
4. I/We declare that:
  - a. I/We have examined and have no reservations to the EOI Documents, including any Addendum issued by the RTDC;
  - b. I/We do not have any conflict of interest in accordance with the prescriptions in the EOI Document;
  - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in “EOI” document, in respect of any tender or request for proposal issued by or any agreement entered into with the RTDC or any other public sector enterprise or any government, Central or State; and

- d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the "EOI" no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
5. I/We understand that you may cancel the Public Procurement Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Contractor, without incurring any liability to the Applicant in accordance with the "EOI" document.
6. I/We declare that we are not a Member of any Consortium applying for Selection as Contractor.
7. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory RTDC which would cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
8. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates
9. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.
10. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the RTDC [and/ or the Government of India] in connection with the selection of Contractor or in connection with the Public Procurement Process itself in respect of the above mentioned Project.
11. I/We agree and understand that the proposal is subject to the provisions of the EOI document. In no case, shall I/we have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our proposal is not opened or rejected.
12. I/We agree to keep this offer valid for 180 (One Hundred Eighty Days) days from the Proposal Due Date specified in the EOI.
13. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
14. In the event of my/our firm/ consortium being selected as the Contractor, I/we agree to enter into an Agreement in accordance with the form which shall be provided by Client. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
15. I/We have studied EOI and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the "EOI", we shall have no claim, right or title arising out of any documents or information provided to us by the RTDC or in respect of any matter arising out of or concerning or relating to the Public Procurement Process including the award of works.
16. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
17. I/We agree and undertake to abide by all the terms and conditions of the "EOI" Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the "EOI" Document

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory:

Name of Firm: Address:



## **B. FORM TECH-2: APPLICANT'S ORGANISATION AND EXPERIENCE**

### **A. Applicant's Organization (in case of a consortium, please provide details of all members of the consortium)**

a. Title of Project:

Selection of Contractor for Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning of " **LASER /LIGHT & SOUND SHOW AT THE COURTYARD OF SAMBHAR SALT COMPLEX SAMBHAR , Rajasthan.**

b. .

c. State the Status of the Applicant's Organization namely Public Limited Company/ Private Limited Company/ Partnership Firm/ Proprietary Firm, etc.

d. State the following:

- Name of Company or Firm:
- Country of incorporation:
- Registered address:
- Year of Incorporation:
- Year of commencement of business:
- Principal place of business:
- Brief description of the Company including details of its main lines of business Details of authorized signatory of the Applicant:
  - Name:
  - Designation:
  - Company:
  - Address:
  - Phone No.:
  - Fax No. :
  - E-mail address:

### **B. Financial Capacity of the applicant (in case of a consortium, please provide details of all members of the consortium)**

<b>S.No.</b>	<b>Financial year</b>	<b>Annual Turnover</b>
1	2015-16	
2	2014-15	
3	2013-14	

#### **Certificate from the Statutory Auditor<sup>s</sup>**

This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of Design, Supply, / Consultancy for the Installation, Commissioning, Operation & Maintenance of LASER/LIGHT & Sound Shows.

Name of the audit firm: Seal of the audit firm: Date:

(Signature, name and designation of the authorized signatory)

**C. Statement of Legal Capacity(in case of a consortium, please provide details of all members of the consortium)**

*(To be forwarded on the letter head of the applicant or lead member of the applicant in case of consortium)*

Ref. Date:

Mr. \_\_\_\_

RTDC Hotel Swagatam Campus,

Near Railway Station,

Jaipur-302006,

Rajasthan

Sub: Selection of Contractor for Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning of “ **LASER /LIGHT & SOUND SHOW AT THE COURTYARD OF SAMBHAR SALT COMPLEX SAMBHAR , Rajasthan.**

Dear Sir,

I/We hereby confirm that we, the applicant satisfy the terms and conditions laid down in the EOI document.

I/We hereby declare that M/s (insert applicant’s name / lead bidder’s name) will act as Contractor by ourselves and we will not associate with any other Applicant for the purpose of the subject assignment except with prior approval of RTDC.

I/We have agreed that, (insert individual’s name / lead bidder’s name) will act as our Authorized Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory) For and on behalf of

**D. Applicant’s Experience in Previous Works (In case of a consortium, the experience of all the members of Consortium will be considered):**

S.No.	Name of the Project	Name of the Client with address and contact numbers	Date of award of assignment	Date of completion of assignment	Estimated capital cost of Project (in Rs. Crore)	Period of O&M provided for the Project	Description of Service provided by the Applicant
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							

#The Applicant should provide details of only those projects that have been completed and the Applicant has received more than 26% of total fee income executed in partnership/ joint venture/ consortium.

**Certificate from the Statutory Auditor**

This is to certify that the information contained in Column 7 and 8 above is correct as per the accounts of the applicant and/ or the clients.

Name of the audit firm: Seal of the audit firm Date:

(Signature, name and designation of the authorized signatory)

In case the Applicant does not have a statutory auditor, it shall provide the certificate from its Chartered Accountant that ordinarily audits the annual accounts of the applicant.

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant

**C. FORM TECH-3: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE RTDC**

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**A. On the Terms of Reference**

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

**D. FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

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[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a. Technical Approach and Methodology: In this chapter you should explain your understanding of the objectives of the assignment, approach, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b. Work Plan: In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.
- c. Organization and Staffing: In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

**E. FORM TECH-5: TEAM COMPOSITION & TASK ASSIGNMENTS**

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Professional Staff					
Name of the Staff	Firm	Employed	Area of Expertise	Position Assigned	Task Assigned
	with				

**F. FORM TECH-6: CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

- 1) Proposed Position [only one candidate shall be nominated for each position]:
- 2) Name of Firm [Insert name of firm proposing the staff]:
- 3) Name of Staff [Insert full name]:
- 4) Date of Birth:            Nationality:
- 5) Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
- 6) Membership of Professional Associations:
- 7) Other Training [Indicate significant training since degrees under 5 - Education were obtained]:
- 8) Countries of Work Experience: [List countries where staff has worked in the last ten years]:
- 9) Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
- 10) Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: To [Year]:

Employer: Positions held:

11) Detailed Task Assigned	Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
[List all task to be performed under this assignment]	[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.] Name of assignment or project: Year: Location Client: Main Project features Position held Activities performed

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff] Date

Full name of authorized representative:



## **H. FORM TECH-8: POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM**

(On a Stamp Paper of relevant value)

### **POWER OF ATTORNEY**

Whereas the Rajasthan Tourism Development Corporation (RTDC), (hereinafter referred to as "Client"), has invited Proposals from interested parties for Selection of Contractor for Conceptualizing, Designing, Supplying, Installing, Testing And Commissioning of " **LASER /LIGHT & SOUND SHOW AT THE COURTYARD OF SAMBHAR SALT COMPLEX SAMBHAR , Rajasthan.**

, hereinafter referred to as "Project".

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the "EOI" Document and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP Document for the members of the Consortium to designate one of them as lead member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's EOI for the Project.

#### **NOW THIS POWER OF ATTORNEY WITNESSETH THAT:**

We, M/s. \_\_\_\_\_, and M/s. \_\_\_\_\_ (the respective names and addresses of the registered office) do hereby designate M/s. \_\_\_\_\_ as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's proposal for the Project, including submission of application/ proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with Client, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Contract Agreement is entered into with Client.

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

Dated this \_\_\_\_ Day of \_\_\_\_ 2016.

\_\_\_\_\_  
(Executants)

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

Note:

- a. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- b. Also wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as resolution/ power of attorney in favour of the person executing this power/ of attorney for the designation of power hereunder on behalf of the bidder.

## **I. FORM TECH-9: POWER OF ATTORNEY FOR AUTHORISED SIGNATORY**

(On a Stamp Paper of relevant value)

### **POWER OF ATTORNEY**

Know all men by these presents, we \_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint and authorize Mr. /Ms. \_\_\_\_\_ (name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for Selection of Contractor for Conceptualizing, Designing, Supplying, Installing, Testing And Commissioning of “ **LASER /LIGHT & SOUND SHOW AT THE COURTYARD OF SAMBHAR SALT COMPLEX SAMBHAR , Rajasthan.**

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

Executant

Signature of Attorney

(Name, Title and Address of the Attorney)

Attested

Executant

Notes:

1. To be executed by the sole Bidder or the Lead Member in case of a Consortium as the case may be.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
4. In case the Proposal is signed by an authorised Director of the Bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

## **5. SECTION-5: FINANCIAL PROPOSAL**

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The bidders should not submit hard copy of their financial bid. The same should be submitted on e-tender website only. Applicant may express the price of their services in terms of Figure in INR and by including the Service Taxes/LEVIES. The quotation of the applicant should be all inclusive including various costs such as:

(1) Supply of plant, equipment, mandatory spare parts, like Water Screens, Video Projection System, Sound & Light System, Sound & Light Controller, Pyro Techniques, Lighting, Effects, Audio System and Show Control including the cost of Technical software & programme development

(2) Installation services, Pre-commissioning and Commissioning,

(3) Preparation of concepts and show themes for LASER/LIGHT & Sound Show including the multimedia projection,

(4) Operation & Maintenance (defect liability) for a period of at least 1 year (after the trial run of one month and issue of certificate of operational acceptance by RTDC) including training of RTDC personnel, replacement of equipment & parts (if any), spares, personnel requirement, chemicals, Consumables, cleaning for uninterrupted performance of the Multi Media Sound & Light Show. RTDC estimates that the number of shows shall be two per day and on average the bidder shall perform at least 400 shows per annum.

(5) The bidder shall provide a separate quote for O and M of the sound and light show for the subsequent four years post the 1 year of inclusive O and M costs. The quote presented should be of minimum fixed cost per year in INR to be credited to the successful bidder on quarterly basis. The bidder shall be allowed an additional payment of 10% per annum in the O and M cost quoted above in year 3, year 4 and year 5 post operating the show at the above mentioned quote for year 2 of operation.

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Section 2. Such Forms are to be used whichever is the selection method indicated in the Letter of Invitation and Data sheet.

Form FIN-1. Financial Proposal Submission Form

Form Fin-2: Supply of Plant, Equipment, Mandatory spare parts.

Form Fin-3: Installation services, Pre-commissioning and Commissioning

Form Fin-4: Preparation of concepts and show themes for LASER/LIGHT & SOUND Show including the multimedia projection

Form Fin-5: Operation & Maintenance cost inclusive of spares, personnel requirement, chemicals, Consumables, cleaning for uninterrupted performance of the LASER/LIGHT & SOUND Show including the multimedia projection

Form Fin-6: Grand Summary

Form Fin-7: O and M quotation for year 2 to year 5.



## **J. Form Fin-1 : Financial Proposal Submission form**

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(On the letterhead of the Applicant i.e. sole bidder or lead member of the applicant)

[Location, Date] To:  
General Manager-Works,  
R.T.D.C. Ltd.,  
Jaipur

Sub: Selection of Contractor for Design, Supply, Installation, Commissioning, Operation and Maintenance of “ **LASER /LIGHT & SOUND SHOW AT THE COURTYARD OF SAMBHAR SALT COMPLEX SAMBHAR , Rajasthan on Turnkey basis .**

Dear Sir,

We, the undersigned, are pleased to provide our offer for Selection of Contractor for Design, Supply, Installation, Commissioning, Operation and Maintenance of “ **LASER /LIGHT & SOUND SHOW AT THE COURTYARD OF SAMBHAR SALT COMPLEX SAMBHAR , Rajasthan.** on Turnkey basis accordance with your Request for Proposal dated \_\_\_\_\_ and our Technical Proposal. Our Financial Proposal is Rs. .... and is inclusive of Service Tax/levies as payable under the law.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph reference 6 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,  
Authorized Signature  
[In full and initials]:  
Name and Title of Signatory:  
Name of Firm:  
Address:

**Form Fin 2**

**Preparation of concept and show theme for LASER/LIGHT & SOUND Show including the Multimedia projection**

Item	Description	Financial Bid INR
	(Elaborate details shall be furnished)	

**Form Fin 3**

**Supply of Plant, equipment, replacements and Mandatory spare parts**

Item	Description	Financial Bid INR
	<p data-bbox="581 411 967 800">Supply of The Equipment required for the LASER/LIGHT &amp; SOUND SHOW like Water Screens, Video Projection System, SEL System, SEL Controller, Pyro Techniques, Lighting, Effects, Audio System and Show Control including the cost of Technical software &amp; programme development as per requirements indicated in Terms of References including replacement of equipment &amp; parts required during the operation &amp; maintenance period of three years.</p> <p data-bbox="631 888 915 940">( Elaborate details shall be furnished)</p>	

**Form Fin 4**

**Installation services, pre-commissioning and commissioning**

Item	Description	Financial Bid INR
	(Elaborate details shall be furnished)	

**Form Fin 5**

**Operation & Maintenance cost inclusive of spares, personnel requirement, chemicals, Consumables, cleaning for uninterrupted performance of the LASER/LIGHT & SOUND Show\***

Item	Description	Financial Bid INR
	( Elaborate details shall be furnished)	

\* Estimated - The number of shows shall be two per day as desired by RTDC and on average the bidder shall perform 300 shows per annum.

**Fin-6**  
**Grand Summary**

Item	Description	Total Financial Bid INR
	( Elaborate details shall be furnished)	
Bid Amount		

## Fin-7

### Quotation for Operation and Maintenance of “ LASER /LIGHT & SOUND SHOW AT THE COURTYARD OF SAMBHAR SALT COMPLEX SAMBHAR , Rajasthan.

(On the letterhead of the Applicant i.e. sole bidder or lead member of the applicant)

[Location, Date] To:  
General Manager-Works,  
RTDC Ltd., Jaipur

Sub: O and M quotation for Selection of Contractor for Design, Supply, Installation, Commissioning, Operation and Maintenance of “ **LASER /LIGHT & SOUND SHOW AT THE COURTYARD OF SAMBHAR SALT COMPLEX SAMBHAR , Rajasthan.**

Dear Sir,

We, the undersigned, are pleased to provide our offer for Operation and Maintenance of “ **LASER /LIGHT & SOUND SHOW AT THE COURTYARD OF SAMBHAR SALT COMPLEX SAMBHAR , Rajasthan** , in accordance with your Request for Proposal dated \_\_\_\_\_ and our Technical Proposal. Our quotation for operation and maintenance of the above mentioned shows will be Rs. .... per annum and is inclusive of Service Tax/levies as payable under the law.

The Operation and Maintenance quote above is complete and final in all manners including cost of spare parts and no other liability towards any expenses incurred towards operating and maintain the show shall be entertained by RTDC

We understand the O and M for the year 2 to year 5 of operation will be awarded on the sole discretion of RTDC, based on the financial quote provided.

Yours sincerely,  
Authorized Signature  
[In full and initials]:  
Name and Title of Signatory:  
Name of Firm:  
Address:

## **6. SECTION 6: TERMS OF REFERENCE**

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### **6.1. Scope of Work**

- 6.1.1. Conceptualize, Design, Supply, Installation, Commissioning of all new equipment of reputed brands with advanced high efficiency essential for the **Laser/Light and Sound show** with effective and enhanced formations and effects for 1 year from the date of successive commissioning after the trial run of one month and issue of certificate of operational acceptance by RTDC.
- 6.1.2. The bidder has the liberty to conceive the project at their own ideas that shall match with the international standards. They must visit the site for better understanding.
- 6.1.3. The bidder should provide details of the hardware/ equipment to be provided in an elaborate manner (description, type and make, location already installed)
- 6.1.4. The bidder should also indicate other support system, effect machines, UPS.
- 6.1.5. The scope also include preparation of new concept and theme for a minimum period of 45 minutes LASER/LIGHT & Sound show including multimedia performance and Sound & Light show along with necessary software's , accessories etc.

- 6.1.6. The bidder shall operate shows during evening for a period of 45 minutes per each show as desired by RTDC without interruption and breakdown of any reason. The number of shows shall be two per day as desired by RTDC and on average the bidder shall perform 400 shows per annum.
- 6.1.7. The shows shall be organized as per the instructions of RTDC and also special shows on the occasions of the Government ceremonies if required.
- 6.1.8. The bidder shall be responsible for the procurement of all the spare parts during the period of O&M / defect liability period of 12 months including annual maintenance contract with the manufacturers, Routine and periodic maintenance of entire multimedia Sound & Light show etc. such as water filtration system, treatment system, water sump levels and cleaning, motors in the sump, inlet and outlet valves, procurement of fog liquid, minor and major repairs, etc. for efficient running of LASER/LIGHT & Sound show system at specified intervals.
- 6.1.9. The Bidder shall be responsible for running of Sound & Light show and in case shows are not run during any day due to reasons attributable to the Bidder, the penal charges will be affected as per the special conditions of the contract.
- 6.1.10. The Bidder shall engage necessary man power, trained personnel, and supervisors for operation and maintenance periods and shall be promptly available at least 4 hours before the show every day.
- 6.1.11. Any repairs are to be attended on top priority for effective show without any compromise on the performance of the LASER/LIGHT & Sound show.
- 6.1.12. The Bidder shall cooperate to run the extra shows with prior intimation of two days' notice to be organized for special events for Govt. / any corporate promotions. The charges shall be paid extra on mutually agreed rates based on the show requirement.
- 6.1.13. The Bidder shall obtain relevant insurances suitable for the equipment and O & M as against any damage during the shows and also follow up action with insurance agencies making claims on behalf of RTDC in case of damages, etc.
- 6.1.14. The Bidder shall include all consumables, tools and equipment required during O & M operations.
- 6.1.15. The Bidder shall complete the O & M successfully for 1 year and shall handover all the equipment installed in good working condition to RTDC for closure of the contract.

## 6.2. Indicative Project Timelines

Phase	Description	Time Frame*	Key Coverage
1	Conceptualizing, Designing, Supplying, Installing, Testing And Commissioning of " LASER /LIGHT & SOUND SHOW AT THE COURTYARD OF SAMBHAR SALT COMPLEX SAMBHAR , Rajasthan.	D + 6 Months	Successfully commission the LASER/LIGHT & SOUND Show
A	Approval of the dramatized script including making necessary amendments	D+ 3 months	
B	Recording of the script including mixing of music	D+8 weeks	
c	Placing of hardware orders for hardware equipment	D+10 weeks	
D	Content Generation, designing of the viewer's gallery & control room	D+ 15 weeks	
E	Delivery of hardware equipment at site & starting of cabling work	D+18 weeks	
F	Completion of Civil Works related to Control Room/ Supply and Laying of Cables	D+20 weeks	



G	Positioning/Installation of hardware equipment, lights, etc.	D+20 weeks	
H	Programming, system integration of sound, lighting and the content generated	D+20 weeks	
I	Soft commissioning and other related misc. works	D+24 weeks	
2	<b>Operating and Maintaining the Show</b>	<b>C+1 year</b>	

\* Where D is the date of Signing of Contract for the Assignment and C is the date of commercial operation of the LASER/LIGHT & SOUND SHOW

### 6.3. Ownership of the proposal

All proposals submitted in response to this EOI shall become the property of the RTDC regardless of the rejection/acceptance of any proposal.

### 6.4. Proprietary information

Any information considered as a legitimate trade secret or non-published financial information must be clearly marked in the Proposal and will be treated as such in accordance with the laws of the State of Rajasthan and the Government of India. A proposal that is entirely marked as confidential will be rejected

### 6.5. Code of ethics

The applicants must ascertain that there is no conflict of interest or violation of ethics if they are awarded the contract for these works. The Applicants also pledge that all information included in their proposal are accurate and correct to the best of their knowledge. Any falsification of facts or deceiving information may be grounds for rejection.

### 6.6. Contract award

The RTDC reserves the right to contract for all or a partial list of services offered in the proposal. The EOI and the Applicant's proposal will become part of the contract between the Client and the Contractor.

### 6.7. Terms of Payment

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

Stage	Payment Stage	Payment Schedule
1	Detailed conceptualization including all technical details of the components such as capacity, make, quantity etc. which shall be used on the said project.	10% of financial quote of the applicant
2	Approval of creative audio visual components for the show proposed	20% of financial quote of the applicant
3	Physical installation of the concept on the site within the time specified by the RTDC	30% of financial quote of the applicant
4	Satisfactory commissioning of the project	30% of financial quote of the applicant
5	On successful running for 3 months/HANDING over project.	10% of financial quote of the applicant

## **7. SECTION 7: GENERAL CONDITIONS OF CONTRACT**

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### **1. General Provision**

#### **1.1. Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- i. **Applicable Law:** means the laws and any other instruments having the force of law in India and the State of Rajasthan as applicable from time to time during the period of contract.
- ii. **Contract:** means the Contract signed by the Parties to which the General Conditions (GC) are attached with any attachments listed in the Special Conditions (SC) as provided in Section 7.
- iii. **Commencement Date:** means the date specified in the Special Conditions as the date for commencement of the Works.
- iv. **Conditions:** means these Conditions of Contract, General and Special.
- v. **Contract Agreement:** means document recording the terms of the Contract between the Employer and the Contractor.
- vi. **Contract Price:** means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution of the Works.
- vii. **Contractor:** means the person whose tender has been accepted by the Employer and the legal successors in the title to the Contractor but not (except with the consent of the Employer) any assignee of the Contractor.
- viii. **Contractor's Equipment:** means all appliances or things of whatsoever nature required for the purposes of the Works but does not include Plant
- ix. **Data Sheet:** means such part of the Instructions to Applicants used to reflect specific country and assignment conditions.
- x. **Day:** means calendar day
- xi. **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- xii. **"Foreign Currency"** means any currency other than the currency of the RTDC's country.
- xiii. **"GC"** means General Conditions of Contract.
- xiv. **"Government"** means the Government of Rajasthan, India.
- xv. **"RTDC"** means Rajasthan Tourism Development Corporation Ltd.
- xvi. **"Local Currency"** means the currency of the RTDC's country.
- xvii. **"Member"** means any of the entities that make up the joint venture/consortium/association, and **"Members"** means all these entities.
- xviii. **"Party"** means the RTDC or the Contractor, as the case may be, and **"Parties"** means both of them.
- xix. **"Personnel"** means professional and support staff provided by the Contractor or by any Sub-Contractors and assigned to perform the works or any part thereof; **"Foreign Personnel"** means such professional and support staff who at the time of being so provided had their domicile outside the beneficiary's country; **"Local Personnel"** means such professionals and support staff who at the time of being so provided had their domicile inside the beneficiary's country; and **"Key Personnel"** means the Personnel referred to in Clause GC 4.2(a).
- xx. **"SC"** means the Special Conditions of Contract by which the GC may be amended or supplemented.
- xxi. **Sub-Contractors:** means any person or entity to whom/which the Contractor subcontracts any part of the works.

- xxii. "Third Party" means any person or entity other than the Government, the RTDC, the Contractor or a Sub-Contractor.
- xxiii. "Total Project Cost" is equal to the total agreed fees payable to the Contractor for providing the works, pursuant to this contract.
- xxiv. "In writing" means communicated in written form with proof of receipt.
- xxv. "Defects Liability Certificate" means the certificate to be issued by the Employer to the Contractor in accordance with Sub-Clause 10.5.
- xxvi. "Defects Liability Period" means 12 months following taking over, during which the Contractor is responsible for making good defects and damage in accordance with Clause 9.
- xxvii. "Employer" means the client and the legal successors in title to the Employer and any assignee of the Employer.
- xxviii. "Letter of Acceptance" means the formal acceptance by the Employer of the Tender incorporating any adjustments or variations to the Tender agreed between the Employer and Contractor.
- xxix. "Performance Security" means the security to be provided by the Contractor in accordance with Sub-Clause 1.13. for the due performance of the Contract.
- xxx. "Plant" means machinery, apparatus, materials and all things to be provided under the Contract for incorporation in the Works.
- xxxi. "Schedule of Prices" / Summary of Costs means the completed and priced Schedule of Prices, or any part or individual schedule thereof, submitted by the Contractor with his Tender and forming a part of the Contract documents.
- xxxii. "Site" means the place or places, provided or made available by the Employer where work is to be done by the Contractor or to which Plant is to be delivered, together with so much of the area surrounding the same as the Contractor shall with the consent of the Employer use in connection with the Works otherwise than merely for the purposes of access.
- xxxiii. "Subcontractor" means any person (other than the Contractor) named in the Contract for any part of the Works, or any person to whom any part of the Contract has been subcontracted with the consent of the Employer, and the Subcontractor's legal successors in title but not any assignee of the Subcontractor.
- xxxiv. "Tender" or Proposal means the Contractor's priced offer to the Employer for the execution of the Works.
- xxxv. "Time of Completion" means the time stated in the Special Conditions for completing the Works from the Commencement Date unless extended in accordance with Clause XX
- xxxvi. "Works" means all Plant to be provided and work to be done by the Contractor under the Contract.

## **1.2. Relationship between the Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the RTDC and the Contractor. The Contractor, subject to this Contract, has complete charge of Personnel and Sub-Contractors, if any, performing the works and shall be fully responsible for the works performed by them or on their behalf hereunder.

## **1.3. Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of India and the State of Rajasthan.

## **1.4. Language**

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## **1.5. Headings**

The headings shall not limit, alter or affect the meaning of this Contract.

## **1.6. Notices**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

- 1.6.1. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC

## **1.7. Location**

- 1.7.1. The works shall be performed at the site of the LASER/LIGHT & SOUND SHOW AT GHATS OF PUSHKAR, AJMER, Rajasthan.

## **1.8. Authority of Member in Charge**

- 1.8.1. In case the Contractor is a Consortium consisting of more than one entity, the members shall designate one member to act as representative, as specified in the SC with authority to conduct all business for and on behalf of all member of the Consortium, including without limitation the receiving of instructions and payments from the RTDC
- 1.8.2. RTDC shall permit a consortium under this Contract. Each member of the consortium shall be jointly and severally responsible to the RTDC. Every member of the Contractor's team deployed for the assignment under this Contract shall have the authority to provide Services and also be responsible to the RTDC for the quality of Services to be provided under this Contract.

## **1.9. Authorized Representatives**

- 1.9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the RTDC or the Contractor may be taken or executed by the officials specified in the SC.

## **1.10. Taxes and duties**

- 1.10.1. The Contractor, Sub-Contractors, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **1.11. Fraud and Corruption**

### **1.11.1. Definitions**

It is the RTDC's policy to observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the RTDC:

- a. defines, for the purpose of this provision, the terms set forth below as follows:
  - i. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the Public Procurement process or in contract execution;
  - ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a Public Procurement process or the execution of a contract;
  - iii. "collusive practices" means a scheme or arrangement between two or more Contractors, with or without the knowledge of the Borrower, designed to establish prices at artificial, noncompetitive levels;
  - iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

#### 1.11.2. Measures to be taken

- a. RTDC will cancel and terminate the Contract if it determines that representatives of the Contractor were engaged in corrupt, fraudulent, collusive or coercive practices during the Public Procurement process or the execution of that Contract.
- b. RTDC will sanction the Applicant, including declaring the Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a RTDC-financed contract if it at any time determines that the Contractor has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a RTDC-financed contract

#### 1.12. Commissions and Fees

RTDC will require the successful Applicant to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the Public Procurement process or execution of the Contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

### 2. Commencement, completion, modification and termination of contract

#### 2.1. Effectiveness of Contract

This Contract shall come into force and effect on the date (the “Effective Date”) of the RTDC’s notice to the Contractor instructing the Contractor to Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning of “ **LASER /LIGHT & SOUND SHOW AT THE COURTYARD OF SAMBHAR SALT COMPLEX SAMBHAR , Rajasthan.**

. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

#### 2.2. Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

#### 2.3. Commencement of Works

- 2.3.1. The Contractor shall begin undertaking the work as mentioned in section 6 of the EOI not later than the number of days after the Effective Date specified in the SC.

#### 2.4. Expiration of Contract

- 2.4.1. Unless terminated earlier pursuant to Clause GC 2.2 or Clause GC 2.9 hereof, this Contracts hall expire at the end of such time period after the Effective Date as specified in the SC.

#### 2.5. Entire Agreement

- 2.5.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

#### 2.6. Modifications or Variations

- 2.6.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the work, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.6.2. In cases of substantial modifications or variations, the prior written consent of the RTDC is required.

#### 2.7. Force Majeure

- 2.7.1. Definition

- a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of Contractor or such Sub-Contractors or agents or employees, nor (ii) any event which a diligent Contractor could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations 2.7.2. No Breach of Contract

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

2.7.2. Measures to be taken

- a. Contractor affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b. Contractor affected by an event of Force Majeure shall notify the RTDC of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c. Any period within which Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Contractor was unable to perform such action as a result of Force Majeure.
- d. During the period of their inability to perform the works as a result of an event of Force Majeure, the Contractor, upon instructions by the RTDC, shall either:
  - i. demobilize, in which case the Contractor shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the RTDC, in reactivating the works; or
  - ii. Continue with the works to the extent possible, in which case the Contractor shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

**2.8. Suspension**

2.8.1. The RTDC may, by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fails to perform any of its obligations under this Contract, including the carrying out of the scope of work, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Contractor to remedy such failure within a period not exceeding thirty (30) days after receipt by the Contractor of such notice of suspension.

**2.9. Termination**

2.9.1. By the RTDC

2.9.1.1. The RTDC may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.9.1. In such an occurrence the RTDC shall give a not less

than thirty (30) days' written notice of termination to the Contractor s, and sixty (60) days' in case of the event referred to in (g)

- a. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the RTDC may have subsequently approved in writing.
- b. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- c. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- d. If the Contractor, in the judgment of the RTDC, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e. If the Contractor submits to the RTDC a false statement which has a material effect on the rights, obligations or interests of the RTDC.
- f. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the works for a period of not less than sixty (60) days.
- g. If the RTDC, in its sole discretion and for any reason whatsoever, decides to terminate this Contract

#### 2.9.2. By the Contractor

2.9.2.1. The Contractor may terminate this Contract, by not less than thirty (30) days' written notice to the RTDC, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2

- a. If the RTDC fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Contractor that such payment is overdue.
- b. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the works for a period of not less than sixty (60) days.
- c. If the RTDC fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- d. If the RTDC is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Contractor may have subsequently approved in writing) following the receipt by the RTDC of the Contractor's notice specifying such breach.

#### 2.9.3. Cessation of Rights and Obligations

2.9.3.1. Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Contractor's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Contractor may have under the Applicable Law 2.9.4.

#### 2.9.4. Cessation of Works

2.9.4.1. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Party shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Works to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the

Contractor and equipment and materials furnished by the RTDC, the Contractor shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

#### 2.9.5. Payment upon Termination

2.9.5.1. Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the RTDC shall make the following payments to the Contractor:

- a. remuneration pursuant to Clause GC 6 hereof for works satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and

2.9.6. Except in the case of termination pursuant to paragraphs through (e) of Clause GC 2.9.1 hereof, reimbursement reasonable cost incidental to the prompt termination of this Contract including the cost of the travel of the Personnel and their eligible dependents.

2.9.6.1. Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (f) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. Obligations of Contractor**

#### **3.1. General**

##### 3.1.1. Standard of Performance

3.1.1.1. The Contractor shall undertake the Scope of Work and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the works, as faithful adviser to the RTDC, and shall at all times support and safeguard the RTDC's legitimate interests in any dealings with Contractors, Sub-Contractors or Third Parties.

3.1.1.2. The Contractor shall, in accordance with the Contract, with due care and diligence, design, manufacture, deliver to Site, erect, test and commission the Plant and carry out the Works within the Time for Completion. The Contractor shall also provide all necessary Contractor's Equipment, superintendence, labor and, except as stated in Special Conditions, all necessary facilities therefore.

##### 3.1.2. Setting Out

3.1.2.1. The Contractor shall set out the Works in relation to original points, lines and levels of reference given by the Employer in writing and provide all necessary instruments, appliances and labor for such purposes.

3.1.2.2. If, at any time during the execution of the Works, any error appears in the positions, levels, dimensions or alignment of the Work, the Contractor shall rectify the error. The Contractor shall bear the cost of rectifying the error.

##### 3.1.3. Law Governing Works

3.1.3.1. The Contractor shall perform the works in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Contractors, as well as the Personnel of the Contractor and any Sub-Contractors, comply with the Applicable Law. The RTDC shall notify the Contractor in writing of relevant local customs, and the Contractor shall, after such notification, respect such customs.

#### **3.2. Conflict of Interests**

The Contractor shall hold the RTDC's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1. Contractor not to benefit from commissions, discounts, etc.



- a. The payment of the Contractor pursuant to Clause GC 6 hereof shall constitute the Contractor's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Contractor shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Contractor shall use its best efforts to ensure that any Sub-Contractors, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- b. Furthermore, if the Contractor, as part of the Scope of Work, has the responsibility of advising the RTDC on the procurement of goods, works, the Contractor shall comply with the RTDC's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the RTDC. Any discounts or commissions obtained by the Contractor in the exercise of such procurement responsibility shall be for the account of the RTDC.

3.2.2. Contractor and affiliates not to be otherwise interested in Project

The Contractor agrees that, during the term of this Contract and after its termination, the Contractor and any entity affiliated with the Contractor as well as any Sub-Contractors and any entity affiliated with such Sub-Contractors, shall be disqualified from providing goods, works or services resulting from or directly related to the Contractor's works for the preparation or Installation, Commissioning of the Project.

3.2.3. Prohibition of conflicting activities

The Contractor shall not engage, and shall cause their Personnel as well as their Sub-Contractors and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

**3.3. Confidentiality**

Except with the prior written consent of the RTDC, the Contractor and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the works, nor shall the Contractor and the Personnel make public the recommendations formulated in the course of, or as a result of, the works.

**3.4. Liability of the Contractor**

Subject to additional provisions, if any, set forth in the SC, the entire and collective liability of the selected Contractor arising out of, or relating to this agreement will be to the extent of the agreed final total Fee as quoted by the Contractor.

**3.5. Insurance to be taken out by the Contractor**

The Contractor (i) shall take out and maintain, and shall cause any Sub-Contractors to take out and maintain, at their (or the Sub-Contractors', as the case may be) own cost but on terms and conditions approved by the RTDC, insurance against the risks, and for the coverages specified in the SC, and (ii) at the RTDC's request, shall provide evidence to the RTDC showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

**3.6. Accounting, inspection and auditing**

The Contractor (i) shall keep accurate and systematic accounts and records in respect of the works hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the RTDC or its designated representative, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the RTDC or the RTDC, if so required by the RTDC.

**3.7. Contractor's Actions Requiring RTDC's Prior Approval**

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

- a. Any change or addition to the Personnel listed as key professionals under the Terms of Reference.

- b. Subcontracts: RTDC will not permit sub-contracting of any part of the assignment as per the Terms of Reference. In special circumstances that may require the Contractor to subcontract work to an extent and with such experts and entities, RTDC may at its sole discretion consider such subcontracting. The Contractor shall have to obtain RTDC's prior approval for such subcontracting. Notwithstanding such approval, the Contractor shall retain full responsibility for the works. In the event that any Sub-Contractors are found by the RTDC to be incompetent or incapable in discharging assigned duties, the RTDC may request the Contractor to provide a replacement, with qualifications and experience acceptable to the RTDC, or to resume the performance of the works itself.
- c. Any other action that may be specified in the SC.

### **3.8. Reporting obligations**

The Contractor shall submit to the RTDC the reports and documents specified in the Terms of Reference, in the form, in the numbers and within the time periods set forth in the said Terms of Reference. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Terms of Reference.

### **3.9. Documents prepared by the Contractor to be the property of the RTDC**

All the drawings, specifications and documents as instruments of assignment are the property of the RTDC whether the project for which they are made are executed or not. The Contractor shall be deemed the author of these documents.

### **3.10. Equipment, vehicles and materials furnished by the RTDC**

Equipment, vehicles and materials made available to the Contractor by the RTDC, or purchased by the Contractor wholly or partly with funds provided by the RTDC, shall be the property of the RTDC and shall be marked accordingly. Upon termination or expiration of this Contract, the Contractor shall make available to the RTDC an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the RTDC's instructions. While in possession of such equipment, vehicles and materials, the Contractor, unless otherwise instructed by the RTDC in writing, shall insure them at the expense of the RTDC in an amount equal to their full replacement value.

### **3.11. Equipment and materials provided by the Contractors**

Equipment or materials brought by the Contractor and the Personnel and used either for the Project or personal use shall remain the property of the Contractor or the Personnel concerned, as applicable.

## **4. Contractor Personnel and Sub Contractors**

### **4.1. General**

The Contractor shall employ and provide such qualified and experienced Personnel and Sub-Contractors as are required to carry out the works.

### **4.2. Description of Personnel**

- a. The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Works of each of the Contractor's Key Personnel are described in Terms of Reference. If any of the Key Personnel has already been approved by the RTDC, his/her name is listed as well.
- b. If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Terms of Reference may be made by the Contractor by written notice to the RTDC, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the RTDC's written approval.

- 4.3. The Key Personnel and Sub-Contractors listed by title as well as by name in Terms of Reference and the Technical Proposal made by the Contractor and accepted by RTDC, are hereby approved by the RTDC. In respect of other Personnel which the Contractor proposes to use in the carrying out of the works, the Contractor shall submit to the RTDC for review and approval a copy of their Curriculum Vitae (CVs). If the

RTDC does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the RTDC.

**4.4. Working hours, overtime, leave, etc.**

- a. The Contractor and his professional staff at the project site shall work as per the work schedule agreed with the RTDC.
- b. The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave, the Contractor's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Terms of Reference. Any instance of taking leave by Personnel shall be subject to the prior approval by the Contractor and the RTDC who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Works.

**4.5. Removal and/or Replacement of Personnel**

- a. Except as the RTDC may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement of a person of equivalent or better qualifications.
- b. If the RTDC finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the RTDC's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the RTDC.
- c. Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Contractor may wish to claim as a result of such replacement, shall be subject to the prior written approval by the RTDC. The rate of remuneration applicable to a replacement person will be obtained by multiplying the rate of remuneration applicable to the replaced person by the ratio between the monthly salary to be effectively paid to the replacement person and the average salary effectively paid to the replaced person in the period of six months prior to the date of replacement. Except as the RTDC may otherwise agree, (i) the Contractor shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

**4.6. Resident Project Manager**

The Contractor shall ensure that at all times during the Contractor's performance of the Works for the assignment under this Contract, a resident project manager, who has been identified as the Project Manager as per the Terms of Reference, acceptable to the RTDC, shall take charge of the performance of such Works.

**5. Obligation of the RTDC**

**5.1. Assistance and exemptions**

RTDC shall assist the Contractor and his staff for getting necessary statutory permissions, approvals as may be required under the law for their stay at the project site and for undertaking the Scope of Work as per the Terms of the Reference. Such assistance shall not be considered as RTDC's obligation.

**5.2. Access to Site**

The RTDC warrants that the Contractor shall have, free of charge unimpeded access to all land at the Project site in respect of which access is required for the performance of the Works. The RTDC will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Contractor and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Contractor or any Sub-Contractors or the Personnel of either of them.

### **5.3. Change in the Applicable Law related to taxes and duties**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Contractor in performing the Works, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

### **5.4. Services, facilities and property of the RTDC**

- a. The RTDC shall make available to the Contractor and the Personnel, for the purposes of the works and free of any charge, the services, facilities and property described in the Terms of Reference and the Data Sheet.
- b. In case that such services, facilities and property shall not be made available to the Contractor as and when specified in Terms of Reference and the Data Sheet, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Works, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

### **5.5. Payment**

In consideration of the Works performed by the Contractor under this Contract, the RTDC shall make to the Contractor such payments and in such manner as is provided by Clause GC 6 of this Contract.

### **5.6. Counterpart Personnel**

- a. The RTDC shall make available to the Contractor free of charge such professional and support counterpart personnel, to be nominated by the RTDC with the Contractor's advice, if specified in Terms of Reference and the Data Sheet.
- b. If counterpart personnel are not provided by the RTDC to the Contractor as and when specified in Terms of Reference and the Data Sheet, the RTDC and the Contractor shall agree on (i) how the affected part of the Works shall be carried out, and (ii) the additional payments, if any, to be made by the RTDC to the Contractor as a result thereof pursuant to Clause GC 6.1(c) hereof.
- c. Professional and support counterpart personnel, excluding RTDC's liaison personnel, shall work under the exclusive direction of the Contractor. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Contractor that is consistent with the position occupied by such member, the Contractor may request the replacement of such member, and the RTDC shall not unreasonably refuse to act upon such request.

## **6. Payment to the Contractor**

### **6.1. Cost estimates; Ceiling amount**

- a. The Contractor shall be paid a total fee as quoted under the Financial Proposal and accepted by the RTDC. Such payment will be only in Indian Rupees. The total price will be for the entire scope of Works to be provided by the Contractor as per Terms of Reference.
- b. Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the total price quoted by the Contractor and accepted by the RTDC.
- c. Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Contractor in order to cover an necessary additional expenditures not envisaged as per the Terms of Reference and the Data Sheet and the lump sum price referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments. Such increase shall be agreed mutually.

## **6.2. Currency of Payment**

All payments will be made in Indian Rupees

## **7. Fairness and Good Faith**

### **7.1. Good faith**

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

### **7.2. Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, they will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

## **8. Settlement of Disputes**

### **8.1. Amicable Settlement**

If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days of receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GC 8.2 shall apply.

### **8.2. Dispute Resolution**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 8.1 may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

## **9. Extension of Time for Completion**

The Contractor may claim an extension of the Time for Completion if he is or will be delayed in completing the Works by any of the following causes:

- a. extra or additional work ordered.
- b. The failure of the Employer to fulfill any of his obligations under the Contract,
- c. Delay by any other contractor engaged by the Employer,
- d. Force Majeure.

The Contractor shall not be entitled to claim any extra cost if extension of time is given beyond the above reasons.

### **9.1. Delay in Completion**

If the Contractor fails to complete the Works within the time for completion by the contractor, the liquidated damages shall be effected as detailed in special conditions. The RTDC shall within a reasonable time give the Contractor notice of his intentions for effecting the liquidated damages.

## **10. Taking Over**

### **10.1. Taking Over**

The Works shall be taken over by the RTDC when they have been completed in accordance with the Contract and Taking-Over Certificate/ operational acceptance of facilities has been issued or deemed to have been issued in accordance with Sub-Clause 10.2.

## **10.2. Taking-Over Certificate**

The Contractor may apply by notice to the RTDC of Taking Over Certificate/ Operational acceptance of facilities not earlier than 14 days before the Works will in the Contractor's opinion be complete and ready for taking over under Sub-Clause 10.1.

The RTDC shall within 28 days after the receipt of the Contractor's application either:

- a. issue the Taking-Over Certificate/ Operational acceptance of facilities to the Contractor with a copy to the Employer stating the date on which the Works were complete and ready for taking over, or
- b. reject the application giving his reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued.

If the RTDC fails either to issue the Taking-Over Certificate / Operational acceptance of facilities or to reject the Contractor's application within the period of 28 days he shall be deemed to have issued the Taking-Over Certificate / Operational acceptance of facilities on the last day of that period.

## **11. Defects after Taking Over**

### **11.1. Defects Liability Period**

Where any part of the Works is taken over separately from the Works the Defects Liability Period for that part shall commence on the date it was taken over.

### **11.2. Making Good**

The Contractor shall be responsible for making good any defect in Defects or damage to any part of the Works which may appear or occur during the Defects Liability Period and which arises from, either:

- a. any defective materials, workmanship or design, or
- b. any act or omission of the Contractor during the Defects Liability Period.

The Contractor shall make good the defect or damage as soon as practicable and at his own cost.

### **11.3. Notice of Defects**

If any such defect appears or damage occurs, RTDC shall forthwith notify the Contract thereof.

### **11.4. Failure to Remedy Defects**

If the Contractor fails to remedy a defect or damage within a reasonable time, the Employer may Carry out the work himself or by others at the Contractor's risk and cost.

### **11.5. Defects Liability Certificate**

When the Defects Liability Period for the Works has expired and the Contractor has fulfilled all his obligations under the Certificate Contract for defects in the Works the Engineer shall issue within 28 days to the Employer and the Contractor a Defects Liability Certificate to that effect.

## **12. Operation and Maintenance**

Before the Works are taken over in accordance with Clause 9 the Contractor shall supply operation and maintenance manuals with drawings of the Works as built. These shall be in such detail will enable the Employer to operate, maintain, adjust and repair all parts of the Works. The manuals and drawings shall be in the ruling language, and in such form and three numbers as stated in the Contract. Unless otherwise agreed, the Works shall not be considered to be completed for the purposes of taking over until such manuals and drawings have been supplied to the Employer.

The bidder shall operate the Multimedia show for a period of 1 year post commissioning of the project. All costs related to Operations and maintenance shall be borne by the bidder. The first year revenue from ticket sales shall be collected and credited to the successful bidder.

The bidder shall be responsible for O and M from year 2 to year 5 for which the bidder shall provide a separate fee quote to the RTDC. The O and M for the year 2 to year 5 of operation will be on mutual agreement of bidder and RTDC.

## **A. Form Fin-1 : Financial Proposal Submission form**

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(On the letterhead of the Applicant i.e. sole bidder or lead member of the applicant)

[Location, Date] To:  
General Manager-Works,  
R.T.D.C. Ltd.,  
Jaipur

Sub: Selection of Contractor for Design, Supply, Installation, Commissioning, Operation and Maintenance of "**LASER /LIGHT & SOUND SHOW AT THE COURTYARD OF SAMBHAR SALT COMPLEX SAMBHAR, Rajasthan on Turnkey basis .**

Dear Sir,

We, the undersigned, are pleased to provide our offer for Selection of Contractor for Design, Supply, Installation, Commissioning, Operation and Maintenance of "**LASER /LIGHT & SOUND SHOW AT THE COURTYARD OF SAMBHAR SALT COMPLEX SAMBHAR , Rajasthan.** on Turnkey basis accordance with your Request for Proposal dated \_\_\_\_\_ and our Technical Proposal. Our Financial Proposal is Rs. .... and is inclusive of Service Tax/levies as payable under the law.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph reference 6 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,  
Authorized Signature  
[In full and initials]:  
Name and Title of Signatory:  
Name of Firm:  
Address:

**Form Fin 2**

**Preparation of concept and show theme for LASER/LIGHT & SOUND Show including the Multimedia projection**

Item	Description	Financial Bid INR
	( Elaborate details shall be furnished)	



**Form Fin 3**

**Supply of Plant, equipment, replacements and Mandatory spare parts**

Item	Description	Financial Bid INR
	<p>Supply of The Equipment required for the LASER/LIGHT &amp; SOUND SHOW like Water Screens, Video Projection System, SEL System, SEL Controller, Pyro Techniques, Lighting, Effects, Audio System and Show Control including the cost of Technical software &amp; programme development as per requirements indicated in Terms of References including replacement of equipment &amp; parts required during the operation &amp; maintenance period of three years.</p> <p>( Elaborate details shall be furnished)</p>	

**Form Fin 4**

**Installation services, pre-commissioning and commissioning**

Item	Description	Financial Bid INR
	( Elaborate details shall be furnished)	

**Form Fin 5**

**Operation & Maintenance cost inclusive of spares, personnel requirement, chemicals, Consumables, cleaning for uninterrupted performance of the LASER/LIGHT & SOUND Show\***

Item	Description	Financial Bid INR
	( Elaborate details shall be furnished)	

\* Estimated - The number of shows shall be two per day as desired by RTDC and on average the bidder shall perform 300 shows per annum.

**Fin-6**  
**Grand Summary**

Item	Description	Total Financial Bid INR
	( Elaborate details shall be furnished)	
Bid Amount		

**Fin-7**

**Quotation for Operation and Maintenance of “LASER /LIGHT & SOUND SHOW AT THE COURTYARD OF SAMBHAR SALT COMPLEX SAMBHAR, Rajasthan.**

(On the letter head of the Applicant i.e. sole bidder or lead member of the applicant)

[Location, Date] To:  
General Manager-Works,  
RTDC Ltd., Jaipur

Sub: O and M quotation for Selection of Contractor for Design, Supply, Installation, Commissioning, Operation and Maintenance of “**LASER /LIGHT & SOUND SHOW AT THE COURTYARD OF SAMBHAR SALT COMPLEX SAMBHAR, Rajasthan.**

Dear Sir,

We, the undersigned, are pleased to provide our offer for Operation and Maintenance of “**LASER /LIGHT & SOUND SHOW AT THE COURTYARD OF SAMBHAR SALT COMPLEX SAMBHAR, Rajasthan**”, in accordance with your Request for Proposal dated \_\_\_\_\_ and our Technical Proposal. Our quotation for operation and maintenance of the above mentioned shows will be Rs. .... per annum and is inclusive of Service Tax/levies as payable under the law.

The Operation and Maintenance quote above is complete and final in all manners including cost of spare parts and no other liability towards any expenses incurred towards operating and maintain the show shall be entertained by RTDC

We understand the O and M for the year 2 to year 5 of operation will be awarded on the sole discretion of RTDC, based on the financial quote provided.

Yours sincerely,  
Authorized Signature  
[In full and initials]:  
Name and Title of Signatory:  
Name of Firm:  
Address: