

**BHAVNAGAR MUNICIPAL CORPORATION (BMC)**  
**BHAVNAGAR**

The Garden Superintendent

**TENDER**

**FOR**

**Operation and comprehensive maintenance with consumables and two numbers of operators for 2 years at Balvatika, Bhavnagar, Gujarat for the existing features:**

- A. SYNCHRONISED DANCING WATER FEATURES INTEGRATED WITH WHITE LIGHT BEAM & VIDEO PROJECTION ON JET TYPE SCREEN**
- B. VIRTUAL REALITY 5D SIMULATED THEATRICAL SHOW**
- C. VIRTUAL REALITY WALK THROUGH PUZZLE “HAPPY CIRCUS ADVENTURE”**

**The Garden Superintendent**

**BHAVNAGAR MUNICIPAL CORPORATION**

**BHAVNAGAR MUNICIPAL CORPORATION**

**The Garden Superintendent**  
**Garden Department, Sardar Baug, Panwadi,**  
**Bhavnagar-364001**  
**E-mail: garden.bmcgujarat@gmail.com**

## NOTICE INVITING TENDER

**NIT No.:- BMC/Garden/28/2024-25**

**Date:- 27/01/2025**

Online proposals are invited from interested agencies having desired experience in O&M in the country and overseas as per the eligibility and technical criteria mentioned in detailed tender document for Annual Maintenance Contract with two operators of the under mentioned work.

<b>S. No.</b>	<b>Name of works</b>	<b>Probable amount of construction contract in Packages/ Phases</b>	<b>Contract Period</b>	<b>Cost of TENDER Document</b>	<b>Earnest Money (EMD)</b>
1.	Operation and comprehensive maintenance for 2 years at Balvatika, Bhavnagar, Gujarat for the following existing features: a) Synchronized Dancing Water Features integrated with white light beam and video projection show on jet type water screen b) Virtual reality 5D simulated theatrical show c) Virtual reality walk through puzzle on the theme "Happy Circus Adventure"	Rs. 36,00,000/-(+ GST)	2 years	Rs. 1500	Rs. 36,000/-

Note: - Earnest money deposit in the form of DD/Pay Order/FDR in favor of Municipal Commissioner, Bhavnagar issued by the **nationalized bank (Except SBI Bank)** payable in local branch at Bhavnagar.

### **Important Dates for tender processing is as under:-**

1. Tender Document purchase online Date : 13/02/2025 to 20/02/2025 before 5.00 P.M.
2. Physical Submission of tender document before Date: 24/02/2025 before 6:00 P.M.
3. Earnest Money and Technical bids will be opened at 11.00 A.M. on Date 25/02/2025

If the office happens to be closed on the date of opening of the tender as specified, the tenders will be opened on the next working day at the same time and venue.

Tender documents can be downloaded from the website: <https://tender.nprocure.com/>.

**The Garden Superintendent, BMC**

# **BHAVNAGAR MUNICIPAL CORPORATION**

**The Garden Superintendent, BMC**  
E-mail: garden.bmcgujarat@gmail.com

## **DETAILED NOTICE INVITING TENDER**

**NIT No.** \_\_\_/\_\_\_/\_\_\_\_\_

**Date.** \_\_\_\_\_

Online proposals are invited from interested agencies having desired experience in O&M in the country and overseas as per the eligibility and technical criteria mentioned in detailed tender document for Annual Maintenance Contract with two operators of the under mentioned features.

**Name of work :** - Operation and comprehensive maintenance for 2 years at Balvatika, Bhavnagar, Gujarat for the following existing features:

- i) Synchronized Dancing Water Features integrated with white light beam and video projection show on jet type water screen
- ii) Virtual reality 5D simulated theatrical show
- iii) Virtual reality walk through puzzle on the theme “Happy Circus Adventure”

**A. TENDER Fee document: Rs. 1500/-.**

**B. Amount of earnest money Earnest money Rs. 36,000/- :(DD in favor of Municipal Commissioner, Bhavnagar)**

**C. Period of contract: - 2 years**

**D. Address for Physical Submission: Garden office, Sardar Baug (Pil Garden) , Panwadi, Bhavnagar-364001**

**Important Dates for tender processing is as under:-**

1. Tender Document purchase online Date : 13/02/2025 to 20/02/2025 before 5.00 P.M.
2. Physical Submission of tender document before Date: 24/02/2025 before 6:00 P.M.
3. Earnest Money and Technical bids will be opened at 11.00 A.M. on Date 25/02/2025

If the office happens to be closed on the date of opening of the tender as specified, the tenders will be opened on the next working day at the same time and venue.

Tender documents can be downloaded from the website: <https://tender.nprocure.com/>.

## **B. INSTRUCTIONS TO BIDDERS**

- 1) The bidder is expected to submit the Technical bids and financial bid online as per the details mentioned in the portal <https://tender.nprocure.com/>. The earnest money can be submitted offline separately in a sealed envelope as per the deadlines mentioned herein in the office of the Garden Superintendent, Bhavnagar Municipal Corporation, Bhavnagar, Gujarat.
- 2) The technical bid should demonstrate the applicant's knowledge of the project requirements, understanding of the requisite, terms and references and capability to carry them out. Provision of the requested information in full must be set forth in the following sequence:-
  - i. Background of the organization –Annexure –1.
  - ii. Eligibility and technical criteria to execute works of such type to be given as per details in Annexure-2 and will form a part of the evaluation process.
  - iii. Financial statement for the last 2 years in Annexure-3.
  - iv. List of litigation in Annexure-4.
- 3) In order to obtain firsthand information about the assignment the local conditions / constraints and concept of the entire project, it is advisable that the bidder visits the site to acquaint with the site conditions etc.
- 4) Both Original Equipment Manufacturer (OEM) company and their dealers can bid this tender. In case of bidding this tender by authorised agency, OEM Company must furnish Authorisation Letter to that agency otherwise tender is likely to be rejected. The pre-qualification documents like Work Order copies, Turnover, ISO certificate, etc. As per QCBS will hold good to the Authorised Agency of OEM Company.
- 5) Selection of the vendor will be made on the basis of evaluation of the technical and financial bid separately. The bidder needs to first pass the eligibility criteria post which Technical Criteria will be assessed. Bidders failing to pass the eligibility criteria will not be further assessed and his bids will not be further evaluated. A technical committee would make the actual weightage of the various elements of the technical bid as per the prequalification criteria mentioned in Annexure-2. 80% weightage would be given to the technical bids and 20% to the financial bids. Technical bids with scores less than 60 marks would not be considered and their financial bids will be returned unopened.
- 6) The bidder will have to keep its offer valid for 120 days of the opening of the technical bids and in the case of withdrawal before that date, the earnest money amount will be forfeited to the department.
- 7) The expenses on preparing the bids, visiting the site and negotiating the contract etc. will not be reimbursed.

## **C. METHOD OF APPLYING**

- 1) If the application is made by the individual it shall be signed above his full typewritten name and current address.
- 2) If a proprietary firm makes the application, it shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- 3) If the application is made by a firm in partnership, it shall be signed by all the partners of the firm with their full name and current addresses or alternatively by a partner holding

power of attorney for signing the documents, in which case, a certified copy of power of attorney shall be enclosed with the prequalification document. A certified copy of partnership deed and current address of all the partners of the firms shall also be enclosed with the prequalification document.

4) If a limited company or a corporation makes the application, a duly authorized person shall sign it.

#### **D. SUBMISSION AND OPENING OF TENDER DOCUMENT**

- 1) No tender document will be opened unless accompanied by the stipulated amount of earnest money in a separate sealed cover duly super scribed. Tender documents not accompanied by earnest money will be returned to the bidder unopened.
- 2) At the advertised time and place all bids received for the contract shall be opened by the officer inviting the tender (or any other officer authorized by him) in person, in the presence of their representatives who may choose to attend. No over writings shall be done but corrections where necessary shall be neatly scored out and rewritten and corrections shall be duly attested prior to the submission of the proposals.
- 3) At the time of opening of tender, one additional officer/senior clerk shall also be present invariably and sign each of the tender document as witness.
- 4) Attendance of the bidders or their authorized representatives shall be noted down in the register to be maintained for this purpose. Rates and or conditions of each of the bid document shall be read out before the persons present and their Signatures obtained on each of the bid document.
- 5) The earnest money of all the bidders shall be refunded if it is decided to reject all the bids on the same day. Otherwise the earnest money of minimum three bidders having highest aggregate marks shall be retained till the bid is accepted and agreement executed. The earnest money of the remaining bidders whose tender document is not accepted shall be refunded after the agreement is executed. However, irrespective of the decision on the tender, the earnest money of all the bidders shall be refundable on expiry of the validity period specified in the notice inviting tender.
- 6) Each bidder shall supply the name, residence and place of business of the person or persons giving the bids and shall be signed by the bidder with his usual signature. When a partnership firm submits tender document then the full names of all partners shall be furnished. An attested copy of the constitution of the firm and the registered number of the firm shall be furnished. In such a case the tender document must be signed separately by each partner thereof or in the event of the absence of any partner must be signed on his behalf by a person holding a power of attorney authorizing him to be so. Tender documents by corporation shall be signed with the legal name of corporation followed by the name of the state of in-corporation and by signature and by designation of the resident, secretary or other person authorized to bind it in the matter.
- 7) Earnest money which has been deposited for a particular work will not ordinarily be adjusted towards the earnest money for another work.
- 8) The tender documents shall be opened at the time and place stated in para-1 by the officer issuing this notice in the presence of the bidders or their duly authorized representatives who may choose to attend. The officer under unavoidable circumstances may depute another officer in his absence to receive and open documents on his behalf.

- 9) The Garden Superintendent, BMC in the presence of the applicants or their authorized representatives, who choose to be present, will open the technical bids on 05/02/2024 at 11.00 A.M. The financial bid will be opened after evaluation of the technical bids and on a date and time to be notified to such of the bidders who secure the prescribed minimum score in such evaluation.
- 10) The Technical committee constituted by the BMC Bhavnagar will scrutinize the tender documents and reserves the right to recommend for acceptance any of the bids.
- 11) The particulars of the proposed work given are bare minimum and must be considered only as advance information to assist the applicant.
- 12) Enhancement or Curtailment in the quantum of the work will not vitiate the contract.
- 13) The officer opening the tender documents does not bind himself to accept or recommend for the acceptance of the lowest or any bids or to give any reasons for his decision. In deciding the tender the manifest capability / competence of the bidder his experience in this line will be the main consideration. The Technical committee constituted by Commissioner, BMC in respect of this project may invite the bidder(s) to scrutinize / examine his/their capability to undertake the assignment.
- 14) Conditional bids are liable to be rejected.
- 15) Canvassing for support in any form for the acceptance of any bids is strictly prohibited.
- 16) If the bidder whose proposal is accepted fails to deposit the performance security amount and execute the agreement documents within the notified period for any reason whatsoever, earnest money deposited with the bid document shall be forfeited and acceptance of the bids cancelled.
- 17) The payment will be made by RTGS through bank transfer and no cheque or DD will be issued by BMC.
- 18) Deductions of Income Tax at source shall be done as per the law. The bidder whose proposal has been accepted will have to execute the agreement in the prescribed form within 15 days of the receipt of the communication of the acceptance of his bids. He will also have to furnish the performance security amount simultaneously. Failure to do so will result in the earnest money being forfeited and his bid document being cancelled.
- 19) All the terms and conditions of the notice inviting tender and the appendices/ Annexure referred to herein before will be binding on the bidders in addition to the conditions of the contract in the prescribed forms

Annexure – 1 to 7.

## **STRUCTURE AND ORGANISATION**

1. Name of the Organization :
2. Office Address :
3. Email ID :
4. Contact Numbers :
5. Contact person :
6. Date and location of establishment :
7. The applicant is
  - a) An individual
  - b) A proprietary firm
  - c) A partnership firm (if yes, give name and address of each of the partners)
8. Number of years of experience.
9. Were you ever required to suspend the work for a period of more than six months continuously after you started? If so give the names of projects and reasons.
10. Have you ever not completed any assignment given to you? (If so, give name of project and reasons for not completing the work)
11. In how many of your project were penalties imposed for delays? Please give details.

Signature of the Applicant

**(A) Eligibility criteria**

The bidders need to provide necessary documentary evidence against the entire criterion mentioned below which will make him eligible for his assessment of his TECHNICAL CRITERIA as per (B) below. In case the bidder fails to comply with the points in eligibility criteria assessment, his bids will not be considered for further evaluation:

- (i) The bidder should have a minimum average turnover of Rs. 2 crores in the last three consecutive years. Copies of audited balance sheets should be enclosed.
- (ii) The bidder should be in existence for at least 10 years, i.e. on or before from the date of submission of this tender. Copies of certificate of incorporation should be attached as documentary evidence.
- (iii) The bidder should have ISO 9001:2008 certification. Copies of certificate need to be provided.
- (iv) The bidder should have GST, Professional Tax, ESIC registration, PAN. Copies of certificate need to be provided.

**(B) Technical criteria**

Sl. Nos.	Criterion	Max. Marks	Marks	
1	Manufacturing unit which needs to be substantiated through copy of suitable registration certificate	5	YES	5
			NO	0
2	Due to the high technology & sophisticated nature of the system, quick servicing facility and supply of spare parts on an immediate call basis is required the bidder should be reputed & resourceful manufacturer with service centre close to site. Details of service centre needs to be mentioned	5	Within 200 kms from site	5
			From 200 kms to 400 kms from site	4
			From 400kms to 600kms from site	3
			From 600kms to 800kms from site	2
			More than 800 kms from site	1
3	The bidder should demonstrate all the products under O&M of this tender being offered in the technical specification in form of a video.	5	YES	5
			NO	0
4	Bidder should have experience of Supply, Installation, Commissioning including Operation and Annual Maintenance Contract (AMC) of synchronised dancing water features integrated with white light beam and video projector on aqua screen of value not less than Rs. 100 lacs in a Govt. Dept in India in last 20 years. Documentary evidence in the form of work orders needs to be enclosed.	10	Projects of minimum 5 nos. or more	10
			Projects of minimum 2-4 nos.	7
			Projects of minimum 1 no.	5



5	Bidder should have experience of Supply, Installation, Commissioning including Operation and Operation and Annual Maintenance Contract (AMC) of Virtual reality 5D simulated theatrical show of value not less than Rs. 50 lacs in a Govt. Dept in India in last 20 years. Documentary evidence in the form of work orders needs to be enclosed.	10	Projects of minimum 5 nos. or more	10
			Projects of minimum 2-4 nos.	7
			Projects of minimum 1 no.	5
6	Bidder should have experience of Supply, Installation, Commissioning including Operation and Operation and Annual Maintenance Contract (AMC) of theme based Virtual reality walk through puzzle of value not less than Rs. 50 lacs in a Govt. Dept in India in last 20 years. Documentary evidence in the form of work orders needs to be enclosed.	10	Projects of minimum 5 nos. or more	10
			Projects of minimum 2-4 nos.	7
			Projects of minimum 1 no.	5
7	The bidder must have executed Annual Maintenance Contract of installed simulated theatrical 5D show integrated with some or all of the special effects mentioned in the specification of value not less than Rs.5 lacs in Govt. department India. This must be substantiated through work order copies.	7	Projects of minimum 3 nos. or more	7
			Projects of minimum 2 nos.	5
			Projects of minimum 1 number	3
8	The bidder must have executed Annual Maintenance Contract of installed theme based Virtual reality walk through puzzle of value not less than Rs.5 lacs in Govt. department India . This must be substantiated through work order copies.	7	Projects of minimum 3 numbers	7
			Projects of minimum 2 numbers	5
			Projects of minimum 1 number	3
9	The bidder must have executed Annual Maintenance Contract of installed synchronised dancing water features integrated with white light beam and video projector on aqua screen of value not less than Rs.5 lacs in Govt. department India. This must be substantiated through work order copies.	7	Projects of minimum 3 numbers	7
			Projects of minimum 2 numbers	5
			Projects of minimum 1 number	3
10	The bidder must have in hand at least one Annual Maintenance Contract with Operator(s) Work Order each of synchronised dancing water features integrated with white light beam and video projector on aqua screen, Virtual reality walk through puzzle and walk through	10	YES	10
			NO	0

	puzzle in Government department/Municipal Corporations.			
11	Average Financial Turnover of the company for the last 3 years (i.e. 2021-22, 2022-23 and 2023-24)	10	Rs. 5 crores or more	10
			Between Rs 2 to 5 crores	5
12	If the bid is submitted by Original Equipment Manufacturing Company (OEM)	10	YES	10
			NO	5
	In house facilities for programming and theming of features with creative team	4	YES	4
			NO	0
	<b>TOTAL MARKS</b>	<b>100</b>		

**FINANCIAL STATEMENT**

Information regarding financial standing of the applicant.

S.No.	Details	Amount (Rs. In Lac.)	Remarks
(1)	(2)	(3)	(4)

1. Profit & Loss statement (Last three years, i.e. 2021-22, 2022-23 and 2023-24)
2. Balance Sheet (Last three years, i.e. 2021-22, 2022-23 and 2023-24)

Signature of the Applicant

Information regarding current litigation

S.No.	Name of the Contract	Year of Contract	Organization	Details of litigation
(1)	(2)	(3)	(4)	(5)

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Signature of the applicant

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**Bank Guarantee for Security Deposit  
(GUARANTEE BOND)  
(To be used by Nationalized Bank)**

**To:  
The Garden Superintendent  
Bhavnagar Municipal Corporation  
Bhavnagar  
Gujarat**

Dear Sirs,

**Guarantee No.....**  
**Amount of Guarantee Rs. \_\_\_\_\_**  
**Guarantee cover from: \_\_\_\_\_ to \_\_\_\_\_**  
**Last Date for lodgment of Claim: \_\_\_\_\_**

This Deed of guarantee executed by the \_\_\_\_\_ (*bank name*), constituted under the \_\_\_\_\_ (*bank act details*) having its \_\_\_\_\_ (*bank HQ address*) and amongst other places, \_\_\_\_\_ (*bank branch name and address*) (hereinafter referred to as 'the Bank') in favor of Commissioner, Bhavnagar Municipal Corporation, Bhavnagar, Gujarat (hereinafter called "BMC") having agreed to exempt \_\_\_\_\_ (*Bidder's name and address*) (Hereinafter called "the Bidder") from the demand, under the terms and conditions of \_\_\_\_\_ (*order no.*) between the Bidder and the BMC for Operation and Annual Maintenance for 2 years at Balvatika, Bhavnagar, Gujarat for the features: (i) Synchronized Dancing Water Features integrated with white light beam and video projection show on jet type water screen (ii) Virtual reality 5D simulated theatrical show (iii) Virtual reality walk through puzzle on the theme "Happy Circus Adventure" (hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said Bidder of the terms and conditions contained in the said Agreement, on production of a Bank guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only )

We, the Bank, do hereby under take to pay BMC an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage caused to or suffered or would be caused to or suffered by BMC by reason of any breach by the said Bidder(s) of any of any of the terms or conditions contained in the said Agreement.

We, the Bank, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from BMC stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by BMC by reason of any breach by the said Bidder(s) of any of the terms or condition contained on the said Agreement or by reason of the Bidder's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

We, the Bank, further agree that the guarantee herein contained shall remain in full force effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of BMC under or by virtue of the

said agreement have been fully paid and its claims satisfied or discharged of till the end of the Operation and annual Maintenance for 2 years at Balvatika, Bhavnagar, Gujarat for the features: (i) Synchronised Dancing Water Features integrated with white light beam and video projection show on jet type water screen (ii) Virtual reality 5D simulated theatrical show (iii) Virtual reality walk through puzzle on the theme "Happy Circus Adventure" from the date of work order. BMC certifies that the terms and condition of the said Agreement have been fully and properly carried out by the said Bidder and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us within 08 months from the period fixed or extended (if the agreement / supply order specifically provide for such extension of time) for due performance of the contract by the Bidder we shall be discharged from all liability under guarantee thereafter.

We, the Bank, further agree with BMC that they shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the BMC against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from over liability by reason of any such variation of extension being granted to the said Bidder or for any forbearance act or omission the part of BMC or any indulgence by BMC to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

To give effect to this guarantee it shall be competent for BMC to act though the Bank, were the principal debtor.

It is hereby expressly agreed and declared that this guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any former or other guarantees or guarantee hereto for given by the bank to BMC and now existing unconcealed and that this guarantee is not intended to and shall not revoke or limit other guarantee or guarantees.

We, the Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of BMC in writing.

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the bank. Any invocation of guarantee can be made only by the beneficiary directly.

Notwithstanding anything stated herein before:-

- (a) Our liability under this guarantee is restricted to Guarantee Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
- (b) The guarantee shall remain in force up to \_\_\_\_\_ and
- (c) We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ inclusive of claim period.

Place:

Date:

**Bank Guarantee for Performance Security Deposit.**  
**(GUARANTEE BOND)**  
**(To be used by any Nationalized Bank)**

**To:**  
**The Garden Superintendent**  
**Bhavnagar Municipal Corporation**  
**Bhavnagar**  
**Gujarat**

Dear Sirs,

**Guarantee No.....**

**Amount of Guarantee: Rs. \_\_\_\_\_**

**Guarantee cover from: \_\_\_\_\_ to \_\_\_\_\_**

**Last Date for lodgment of Claim: \_\_\_\_\_**

This Deed of guarantee executed by the \_\_\_\_\_ (*bank name*), constituted under the \_\_\_\_\_ (*bank act details*) having its Central Office at \_\_\_\_\_ (*bank HQ address*) and amongst other places, a Branch at \_\_\_\_\_ (*bank's branch address*) (hereinafter referred to as "the Bank") in favour of Commissioner, Bhavnagar Municipal Corporation, Bhavnagar, Gujarat (hereinafter called "BMC") WHEREAS, \_\_\_\_\_ (*Bidder's name and address*) (hereinafter called "the Agency/ Bidder") has undertaken , in pursuance of Contract No. \_\_\_\_\_ (*order no.*) dated: \_\_\_\_\_ for Operation and Annual Maintenance for 2 years at Balvatika, Bhavnagar, Gujarat for the features: (i) Synchronised Dancing Water Features integrated with white light beam and video projection show on jet type water screen (ii) Virtual reality 5D simulated theatrical show (iii) Virtual reality walk through puzzle on the theme "Happy Circus Adventure" hereinafter called "the Contract".

And Whereas, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by any Nationalized Bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

And whereas, we, the Bank, have agreed to give the Agency a Guarantee:

Therefore, we, the Bank, hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and we undertake to pay you, upon your first written demand declaring the Agency to be in default under the Contract and without cavil or argument, any sum or sums within the limit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

And whereas, We, the Bank, hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

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

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the bank. Any invocation of guarantee can be made only by the beneficiary directly.

Notwithstanding anything stated herein before:-

- a) Our liability under this guarantee is restricted to Rs. \_\_\_\_\_(Rupees \_\_\_\_\_ only)
- b) The guarantee shall remain in force up to \_\_\_\_\_ (*date*) ( including one month claim period) and
- c) We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand on or before to \_\_\_\_\_ (*date*) ( including one month claim period)

Place:

Date:



## **BHAVNAGAR MUNICIPAL CORPORATION**

### **SCOPE OF WORK**

1. Operation and Comprehensive Maintenance including consumables with deployment of two numbers of operators for existing three features at Balvatika, Bortalav, Bhavnagar.
2. The bidders are required to survey the site and take all factors into consideration before submission of the tender.
3. Programming and integration of 4 nos. of 30 minutes each music numbers for synchronised dancing water features and 4 nos. of 3D films in public domain for 5D simulated theatrical show during tenure of the contract.
4. Lifetime licensed software of operation of synchronised dancing water features.
5. Given below are specifications of existing features in working condition installed and commissioned by BMC at Balvatika and are in operation. The Operation and comprehensive maintenance with consumables of these features are to be undertaken by the successful bidder.

#### **TECHNICAL SPECIFICATIONS OF EXISTING FEATURES:**

##### **A. Synchronised Dancing Water Features integrated with white light beam and video projection show on jet type water screen**

Pool Size: 13m x 6.5m

Sl. Nos.	Show Elements	Specifications
1	Synchronised dancing water features	: Specs given below
2	Vertical Jet Aqua Screen	: 5.2 m x 5 m
3	Video Projector	: 8000 lumens
4	White light beam projector	: 5 watt
5	Control System / Software	: Programmed control with Sunlite Suite 2 & Computer

Water Effects: Total 53 nos.

Sl. No.	Description	Qty.	Max. ht. (m)
1	Shooting Jet	28	6
2	Centre Jet	1	6
3	Two Tier Ring	1	3 & 2
4	Mini Sunburst	1	4
5	Peacock Tail	2	3
6	Small Dome	2	2
7	Dancing Peacock	2	2
8	Arch Jets	12	4
9	Fixed Cross	3	5
10	Jet type water screen (5.2 m x 5 m)	1	
	<b>TOTAL</b>	<b>53 Nos.</b>	

Pumps: 5 hp x 4 nos. + VFD

Lights: Total 70 nos. of 12V, 21W LED lights (White-2 nos. + RGB-68 nos.)

Control System: Programmed Control with Sunlite Suite 2 software and a computer.

Duration of pre-programmed music: 40 minutes

Sound System: 2 nos. x 1000w RMS (Total 2000w RMS) power amplifiers with circuit breaker protection against overload and short circuit of Crown/QSC/Ahuja. 8 nos. x 300 w RMS input power speakers with 2 way with 1 x 15" and 1 x horn drivers. Crossover 5kHz of Ahuja or equivalent. Low loss copper cabling, cables and connections.

## **B. Virtual reality 5D simulated theatrical show**

- The motion bases withfor the theatrical show should be a genuine 3 degrees of freedom (DOF) motion base having three pneumatic cylinders.
  - Roll from level: +7 deg, -7 deg, total 14 deg.
  - Pitch from centre position: +16 deg, -20 deg, total 36 deg
  - Heave: Total 100mm.
- Variable gain control system to control the speed of movement therefore lower gain will give a 'softer' ride and higher gain a more vigorous ride.
- The simulated theatrical show consisting of 8 nos. of bases having 4 seats each, i.e. total 32 nos. of sports style seats
- Special effects provided in the seats viz., neck blast, back vibrator, leg tickler, air blast, facial water spray.
- Special effects provided in the theatre viz., wind, smoke, aroma, strobes bubbles and snow.
- Pneumatic supply pipe network and control cable.
- The pneumatic station having exceptional levels of filtration and air treatment normally only found in food and pharmaceutical grade installations. Carbon filter to remove all oil and smell so the air sprayed is pure and clean. An active air dryer removing moisture for long life of the system and components. The pneumatic compressor station comprising of

low noise, vibration less, high efficiency screw compressor in compact housing/construction with air receiving tank and controls plus oil and moisture separator, micron filter, active carbon filter (refrigerated) air dryer (in separate enclosure) of 15HP capacity.

9. Curved 3D screen: 5m x 3m Harkness high gain 3D screen. Projector of 3,500 lumens minimum DLP in WXGA resolution or equivalent. Single projector with 3D modulator. 3D Specs: 64 nos.
10. Dynamic Vision stereoscopic 3D viewing using a single projector (which eliminates image superimposition problems that can occur with two projectors) and 3D modulator and Harkness 3D screen in curved format along with mounting frame. Eye-safe passive image system (shutter glasses are not recommended for younger children and can cause headaches for people of all ages and security, maintenance and regular charging are also negative issues) with circular polarization so stereo 3D image is always seen irrespective of head position.
11. Powerful surround system matching Dolby 5.1 (speakers at 5 locations + sub woofer(s). Sound software should create 5.1 matrix from standard stereo video source. (If video source is Dolby Digital, Dolby Pro Logic II or Dolby Surround etc then discrete 5.1 sound is played. Output therefore depends on video source). Total 2000W RMS amplifier, 2 nos. main speakers, 1 nos. centre speakers, 2 nos. rear speakers, 2 no. sub woofers.
12. 3D ride films from public domain.

### **C. Virtual reality walk through puzzle on the theme “Happy Circus Adventure”**

15m x 10m gross area walk through puzzle.

Synopsis: a fascinating experience and life size puzzle for all ages but this design has features tailored to appeal to children but which adults will also enjoy.

The facade features a design with happy clowns and the entrance is through the mouth of a smiling clown. Inside a happy tune is playing and clown’s voice tells them to explore and find all the clowns.

Then into the maze proper, the design features clowns balloons and funny circus animals. What they see is an illusion where they see themselves and friends endlessly repeated and as they move so new patterns appear. The mirror maze is lit in ever changing brilliant LED colors and spread out in different sections creating a kaleidoscope of colored effects.

Kids move through the maze with funny results like finding they have gone in a circle and are back to where they started or ended up in a dead end. A door with 'Open Me' on it when opened reflects back faces (more mirrors!) and a voice says 'Sorry no way out'.

Passing what seems to be a regular mirror it disappears to reveal a laughing clown and this happens again revealing a monkey swing on a trapeze. Eventually they reach the goal chamber - a six sided chamber where not all is as it seems.

Six curtained arches which one is the proper exit? Another challenge. Pulling curtains aside reveals what seems a way out but loops you back to the chamber. Another shows a brick wall,

another you can see yourself but through bars so no way there. Then a friendly clown imparts the secret: 'Try the one to the left'. And out to escape.

**Bhavnagar Municipal Corporation will provide following:**

1. Required water and power for operation of features.
2. Electrical wiring and fittings for lights, fans and AC.
3. Voltage stabilizer, other than supplied for the control panel, if required.
4. All security arrangements.

**Scope of the successful bidder:**

1. Deployment of two operators at site reporting to Engineer-In-Charge. The contact numbers shall be given to the Engineer-In-Charge
2. Operation and comprehensive maintenance including consumables as required of all three existing features for two years. Operation schedule will be decided by the authority with one day in a week as OFF day.

**Payment Terms**

Payment of Operation & Maintenance shall be released on quarterly basis in 12 equal instalments on submission of bill by the successful contractor.

**Evaluation of the Tender**

The bidders are advised to submit the documents in support for the criterion mentioned in Annexure-2 above which enables the Technical Evaluation Committee to assess the capability of the bidders appropriately. Bidders who pass the “ELIGIBILITY CRITERIA” will only be assessed in the “TECHNICAL CRITERIA”. The marks for each of the technical criteria will be awarded by the Technical Evaluation Committee based on their assessment and appraisal of the content submitted by the bidder. The minimum marks required for the qualification in the Technical Bid shall be sixty (60) out of hundred (100). The total marks obtained by the bidders in the Technical Evaluation of tender shall be termed as Technical Score of that bidder. Financial bid will be open of only those bidders who qualifies the technical evaluation.

**The work will be awarded to the bidder with Highest Net Score based on the Technical and Financial Bid submitted by them.** The calculation methodology of Net Score shall be as elaborated below:

**Net Score Calculation**

The Net Score achieved by the bidders shall be calculated based on the Technical score obtained by them and price offered by them as per the financial bid format provided in this tender. The weightage assigned to the Technical Bid shall be 0.80 and that to the financial bid shall be 0.20, however it is expressly clarified that the financial bid of bidders achieving a score of less than 60 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 bidders – **ST**
- II. The lowest financial bid received among the bidders – **FL**

III. The financial bid of the bidders whose Net Score is to be evaluated –  $F_C$

Then, the Net Score obtained by the bidder shall be:

$$\text{Net Score} = (S_T \times 0.80) + \{(F_L/F_C) \times 100\} \times 0.20$$

## **Conditions of Contract**

### **Definitions:**

The “Contract” means the documents, forming the Notice inviting tender and tender documents submitted by the bidder and the acceptance thereof including the formal agreement executed between BMC and the Vendor.

In the contract the following expressions shall unless otherwise required by the context, have the meanings, hereby respectively assigned to them:-

The expression “works” or “work” shall, unless thereby mean something either in the subject or context repugnant to such construction, be construed and taken to mean Operation and Comprehensive maintenance for 2 years at Balvatika, Bhavnagar, Gujarat for the features: (i) Synchronised Dancing Water Features integrated with white light beam and video projection show on jet type water screen (ii) Virtual reality 5D simulated theatrical show (iii) Virtual reality walk through puzzle on the theme “Happy Circus Adventure”.

The “Site” or “Road” shall mean the land and or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be surveyed for the purpose of carrying out the contract.

The “Corporation” means BMC and its successors in Office.

The term “Commissioner” means the Commissioner of the corporation.

The term “Technical Committee” shall refer to the Technical committee as such constituted by Corporation.

**Clause 1** – Performance security will be released after completion of the work.

**Clause 2** – Corporation shall have power to impose penalty on the vendor if he is not delivering the services properly and also not complying to the condition of contract, scope of work or service delivery.

The penalty shall be judiciously decided on the basis of non-performance or inferior service delivery. However 7 days showcause notice shall be mandatory before imposing the penalty.

**Clause 3** – Bidders has to maintain log-book making entry of operation schedules and maintenance and services undertaken.

**Clause 4** The contract shall not be assigned or sublet without the prior consent of the EIC of BMC; the Vendor without prior written approval of the Engineer-in-charge shall make no change in the personnel indicated in the accepted bids.

### **Changes in the Constitution of Firm.**

**Clause 5-** In the case of a bid by partners any change in the constitution of the firm shall be forthwith notified by the Vendor to the Engineer-in-charge for his information.

**Clause 7-** All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Engineer-in-charge of the Project cell who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

### **Resolution of disputes**

**Clause 8 –** Except as otherwise provided in this contract all questions and disputes arising from the decision of the Engineer-in-charge relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, concerning the work, or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to an Arbitral tribunal comprising of 3 technical members of the Technical advisory and Monitoring Committee (Senior amongst them in age will be the presiding arbitrator) through the Engineer-in-charge in writing for its. Thereupon the said Arbitral tribunal shall give its reasoned decision under ‘The Arbitration and Reconciliation Act, 1996.

**Clause 8a-**Both parties waive their rights of any appeal on the decision of the arbitration tribunal.

### **Death or Permanent invalidity of Contract**

**Clause 9 –** If the Vendor is an individual or a proprietary concern, partnership concern, dies during the currency of the contract or becomes permanently incapacitated, where the surviving parties are only minors, the contract shall be closed without levying any damages / compensation.

### **Fundamental Breach of Contract**

**Clause 10 –** In case of the fundamental breach of this contract, going to its root, by the Vendor, the Corporation shall be entitled to forfeit the Performance security deposit and retain the same as damages and compensation for the said breach, but without prejudice to the right to recover further sums as damages from any sums due or which may become due to the Vendor or otherwise, whatsoever.

## PRICE BID SCHEDULE

**Name of the work:** Operation and comprehensive maintenance with consumables and two numbers of operators for 2 years at Balvatika, Bhavnagar, Gujarat for the existing features: (i) Synchronised Dancing Water Features integrated with white light beam and video projection show on jet type water screen (ii) Virtual reality 5D simulated theatrical show (iii) Virtual reality walk through puzzle on the theme “Happy Circus Adventure”.

**Name of the bidder:**

Sl. No.	Description of work	Amount(excluding GST)
1	Operation and Comprehensive Maintenance with Consumables and Two numbers of operators for 2 years at Balvatika, Bhavnagar, Gujarat for the existing features: (i) Synchronised Dancing Water Features integrated with white light beam and video projection show on jet type water screen (ii) Virtual reality 5D simulated theatrical show (iii) Virtual reality walk through puzzle on the theme ‘Happy Circus Adventure’.	
	Rupees in words:	