



INDIA TOURISM DEVELOPMENT CORPORATION LTD

Tender NO. ITDC/SEL/Leh/2021

Dated: 27.01.2021

**Tender for Implementation of Sound & Light/Multimedia show at
Leh Palace, Leh, Ladakh.**

**India Tourism Development Corporation Ltd.
Scope Complex, #505, 5th Floor,
Core 8, 7 Lodi Road,
New Delhi-110003
www.theashokgroup.com or
www.itdc.co.in**

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SUMMARY SHEET

1. Title of the Tender	:	Tender for Implementation of Sound & Light/Multimedia show at Leh Palace, Ladakh.
2. Ref. No.	:	ITDC/SEL/Leh/2021
3. Tender Type	:	Open tender
4. Type of Bidding	:	Three Parts System
5. Estimated cost of project	:	Rs. 5,14,91,041/-
6. EMD Value	:	Rs. NIL
7. Last Date & time of submission	:	12.02.2021 up to 1600 hrs.
8. Date & time of opening (Pre-qualification bid)	:	15.02.2021 at 1600 hrs.
9. Work description	:	As per Tender
10. Pre qualification	:	As per Tender
11. <u>Contact Detail</u> <u>with Tel. No.:</u>	:	1) Sh. B.M Sharma, Sr. Manager (SEL) 011-24307505

12. BACKGROUND

India Tourism Development Corporation Ltd. – A Government of India Undertaking is a premier tourism organization. It, amongst other activities, is engaged in Creation and Implementation of various Sound & Light/ Multimedia Shows (SEL) in the Country. The projects are sanctioned from Ministry of Tourism, Govt. of India/ State/ U.T. Tourism Departments. These projects are assigned to ITDC on turnkey basis. ITDC is getting the projects implemented through agencies following the Government procedures and guidelines.

13. PREFACE:

India Tourism Development Corporation Ltd. has been inter alia engaged for Implementation of Sound & Light / Multimedia Show of International Standards using latest technology at **Leh Palace, Leh, Ladakh.**

Through this NIT, Pre-Qualification cum Tender is invited for **Implementation of Sound & Light /Multimedia show Leh Palace, Leh, Ladakh** on QCBS system as per Scope of work defined in this tender, from Agencies / Companies/ Firms /Individual/ Sole Proprietor/Limited/Private Limited/ Consortium/ Joint Venture Company (JVC) /Partnership /Limited Liability Partnership (LLP) in three Part system i.e.

Part No. I : Pre-Qualification Bid,
Part No. II : Technical Bid, and
Part No. III : Financial bid.

PART – I
PRE-QUALIFICATION BID



SECTION – 1

India Tourism Development Corporation Ltd

(A Government of India Undertaking)

Unit: SEL Division, New Delhi

Submission of Tender

The tender shall be submitted online in three parts, viz., Pre-qualification, Technical Bid and Financial Bid.

Pre-qualification Bid

The following documents are to be furnished by the bidders for **pre-qualification** as per the tender document:

- i) Scanned Copy of proof of payment through NEFT/RTGS/DD of EMD/Exemption certificate of EMD
- ii) Scanned copy of Profile of company/History and Structure of firm, Name of Director(s)/ Partner(s)/ Proprietor.
- iii) Scanned copy of relevant documents for ascertaining the existence of entity i.e. Certificate of Incorporation, Year of establishment, profile/ credentials of the Bidder, Company Establishment as Sole Proprietor/Limited/Private Limited/ Consortium/JVC/ Partnership/Limited Liability Partnership (LLP). (Bidder should submit MOA/AOA/Partnership Deed/Joint Bidding agreement as per **Annexure V** or other document as applicable for the bidder.
- iv) Scanned copy of details as per **Annexure I** including Work Order/Purchase Order, Completion Certificate from Client or Certificate from Statutory Auditor/ Chartered Accountant towards receipt of full and final payment against the said project from Client/CBFC Certificate for films, shall be submitted for the experience indicated.
- v) Scanned copy of certificate from the Statutory Auditor/ Chartered Accountant indicating Average Annual Turnover of company along with similar work Average Annual turnover for last 3 years i.e. for 2017-18, 2018-19 & 2019-20 as per **Annexure II**.
- vi) Scanned copy of Audited Balance sheet for last three financial years i.e. for 2017-18, 2018-19 & 2019-20.
- vii) Scanned copy of Undertaking/Tender acceptance letter as per **Annexure III**
- viii) Scanned copy of Affidavit on non-judicial stamp paper of Rs. 100/- as per tender document at **Section 2, under Clause 2.21** and scanned copy of Pre Contract Integrity Pact – as per section 7.
- ix) Scanned copy of Proof of GST and PAN registration.
- x) Scanned copy of ESI and PF registration. The bidders claiming non –applicability of ESI and PF shall submit an affidavit on non-judicial stamp paper of Rs 100.00 as per **Annexure IV**.

- xi) Scanned copy of Authorisation letter / Power of Attorney / Board Resolution for signing the tender related documents (as required)
- xii) Complete Tender document including Corrigendum's, if any.
- xiii) Checklist for prequalification documents as per **Section 1**.

Technical Bid

The following documents are to be furnished by the bidder for **Technical Bid** as per the tender document:

- i) Scanned copy of concept/theme of the Sound and Light/Multimedia Show (in brief)
- ii) Scanned copy of **Annexure VII** for Information about Script Writer, Voice over & Music.
- iii) Scanned copy of design of gallery, control room, projector room along with their description, drawings and layout & positioning of equipment
- iv) Checklist for technical documents as per **Section 8**

PRICE BID

- i) Schedule of price bid in the form of BOQ_XXXX.xls (**Annexure VIII**)

Guidelines/ Instructions regarding submission of Integrity Pact

The bidders are required to adhere the following guidelines in respect of submission of Integrity Pact:-

- (1) The Integrity Pact is to be prepared on a **non-judicial stamp paper of Rs. 100.00 or the amount as may be applicable in the respective state- whichever is higher**, by the bidder. Cost of the stamp paper is to be borne by the bidder.
- (2) The bidder will mention the date and other relevant details as per the tender document.
- (3) A scanned copy of the Integrity Pact signed by the authorized signatory/ partners / consortium members is to be uploaded along with the Techno- Commercial Bid and the original document is to be submitted to the office of the tender inviting authority as detailed in the NIT document on or before the due date/ extended due date of submission of the bids.
- (4) In case the bidder wants an original copy of the Integrity Pact for his reference/ record, they will have to submit two sets of the Integrity Pact on non-judicial stamp paper of Rs. 100.00 or the amount as may be applicable in respective state- whichever is higher, by the bidder. Cost of the stamp paper is to be borne by the bidder.
- (5) Integrity Pact will be part of terms & conditions of the contract and bidder is bound by the provisions contained therein.
- (6) Particulars of two Independent External Monitors (IEM's) appointed by ITDC is as under :-

Names and contact details of the two Independent External monitors (IEM's) appointed by ITDC	
Dr. Bhushan Chander Gupta IAS (Retd.) E-mail : bcgupta2000@yahoo.com	Sh. Jagmohan Garg (Ex- Vigilance Commissioner CVC) E-mail : jagmohan.garg@gmail.com

- (7) The IEM's are not to be contacted for any clarification or help regarding the tender, in all such cases, bidders may contact the concerned officials whose details are given in the tender document.

CHECK LIST FOR PRE-QUALIFICATION DOCUMENTS

BIDDER MUST ENSURE THROUGH THIS CHECK LIST THAT ALL REQUISITE DOCUMENTS FOR PRE-QUALIFICATION DOCUMENTS ARE ENCLOSED WHILE SUBMITTING THE TENDER DOCUMENTS.

S.N.	Description / Information	Please tick after enclosing the document	
		Yes	No
	PART- I		
	Pre-Qualification Document		
1	Required Earnest Money Deposit i.e. Nil or Exemption certificate as per tender		
2	Copy of PAN Registration		
3	Copy of GST Registration		
4	Copy of ESI Registration or Annexure IV as per NIT		
5	Copy of PF Registration or Annexure IV as per NIT		
6	Average Annual Turnover of the company for the last three years along with average annual turnover in similar work as per Annexure II		
7	Proof of having successfully completed similar works during last 5 Years along with work order & performance certificate as per Annexure I		
a)	2 similar completed works costing not less than the amount equal to 20% of the estimated cost. OR		
b)	1 similar completed work costing not less than the amount equal to 25% of the estimated cost.		
8	History & Structure of Firm, Name of Directors/Proprietary/ Partners with technical staff		
9	Audited Balance Sheets of Last 3 Years		
a)	For the year 2017-18		
b)	For the year 2018-19		
c)	For the year 2019-20		
10	An Affidavit on non-judicial stamp paper of Rs.100.00 duly notarized as per section 2 under clause 2.21		
11	Authorization letter to sign the tender		
12	Relevant Documents for ascertaining the existence of entity like details of establishment/ certificate for Incorporation including MOA/AOA / Registration/Partnership Deed /Joint Bidding agreement as per Annexure V as applicable for the bidder.		
13	Undertaking/Tender acceptance letter on Company Letter Head as per Annexure III		
14	Pre Contract Integrity Pact – as per section 7		
15	Complete tender documents including corrigendum's		
16	All documents submitted by the bidder shall have date of origin on or before the last date of submission of tender.		

Note: All the above certificates/documents shall be submitted by the firm should be digitally signed.

SECTION – 2
India Tourism Development Corporation Ltd
(A Government of India Undertaking)
Unit: SEL Division, New Delhi

PRE-QUALIFICATION CUM NOTICE INVITING TENDER

Sub: Implementation of Sound & Light / Multimedia show at Leh Palace, Leh, Ladakh.

- 2.1 Open E-tenders (online bids) are invited on behalf of India Tourism Development Corporation Ltd. New Delhi for **Implementation of Sound & Light/ Multimedia Show at Leh Palace, Leh, Ladakh** on QCBS basis for an estimated cost of **Rs. 5,14,91,041.00 (Five Crore Fourteen lakh Ninety One Thousand Forty One Rupees Only)** for Artistic & Hardware work and **Operation & Maintenance works for three years (excluding GST)** as per terms and conditions indicated in the tender documents. The estimate however, is given merely as a rough guide. **Manual tender will not be accepted.**
- 2.2 The works are to be completed within **6 Months** from the 7th day from the issuance of Letter of Intent (LOI).
- 2.3 Tender documents can be downloaded from the websites www.theashokgroup.com or www.itdc.co.in **(for reference only)** and Central Public Procurement Portal i.e. CPPP site <https://etenders.gov.in/eprocure/app> as per the schedule given in Critical Date Sheet as under.

CRITICAL DATE SHEET

Publish Date	27.01.2021
Bid Document Download / Sale Start Date	27.01.2021
Bid Submission Start Date	27.01.2021
Pre Bid Meeting	01.02.2021
Bid Submission End Date	12.02.2021 up to 1600 Hrs
Bid Opening Date	15.02.2021 at 1600 Hrs

Important Information

Estimated Cost for Artistic Work, Hardware Work and O&M work for Three years i.e. Project Value	Rs. 5,14,91,041.00
Earnest Money Deposit	Rs. Nil.
Mode of submission of Tender	E-Tender
Place of Opening of Tender	New Delhi
Contact Details	1) Sh. B.M Sharma, Sr. Manager (SEL) Room No. 505, 5 th Floor, Core 8, Scope Complex 7, Lodhi Road, New Delhi -110003 PH: 011-24307505

- 2.4 **Bid Submission:** Tender shall be submitted online only at Central Public Procurement Portal i.e. CPPP website: <https://etenders.gov.in/eprocure/app>. The bidder is expected to examine all instructions, forms, terms and conditions in the documents. Failure to furnish all information /documents as desired in the NIT or Submission of a bid, not

substantially responsive to the NIT in every respect, will be at Bidder's risk and may result in rejection of its bid.

- 2.5 The applicants are advised to follow the instructions to Bidder for Online Bid Submission provided in the **Annexure VI**.
- 2.6 Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

2.7 Earnest Money Deposit:

- 2.7.1 The **Earnest Money amount of Rs. Nil** needs to be deposited through Demand Draft/pay order in favour of **India Tourism Development Corporation Ltd** payable at **New Delhi** issued by a scheduled commercial Bank or electronically by NEFT/RTGS online payment in the account of **India Tourism Development Corporation Ltd** at the below mentioned details. The cost of money transfer (including Payment Gateways Commission etc.) has to be borne by the bidder. It is advised that the bidders should consider the time taken to process the payment electronically (i.e. NEFT/RTGS, Net banking, Credit/Debit cards) to ITDC before submitting the bid. ITDC will not be liable (in any case) for delay/non-payment/non-receipt of EMD in this regard.

BANK Details for EMD Payment through NEFT/RTGS:

Bank Name – State Bank of India

Branch Name – Scope Complex, Lodhi Road, New Delhi

IFSC Code – SBIN0020511

Account Number – 62438969704

- 2.7.2 Bidders registered as Micro and Small Enterprises in similar relevant field are exempted from payment of EMD on uploading of the valid self-attested certificate (related to relevant field as per NIT) issued by the relevant authorities in place of "Copy of proof of payment through NEFT/RTGS/DD of EMD".
- 2.7.3 The bidders are advised to visit websites www.theashokgroup.com or www.itdc.co.in **(for reference only)** and Central Public Procurement Portal i.e. CPPP site <https://etenders.gov.in/eprocure/app> regularly till closing date and time of submission of tender for **any corrigendum / addendum/ amendment as all corrigendum / addendum/ amendment will be issued on website only**.
- 2.7.4 The hard copy of original instruments **in case EMD is deposited through DD/Pay order, Soft copies of Voice overs/Shows/Films as per Pre-Qualification Criteria etc. and Original copy of Affidavit** must be delivered to the Sr. Manager (SEL), ITDC, SCOPE complex, Core 8, Room No. 505, 7, Lodhi Road, New Delhi -110003 on or before bid submission date/time as mentioned in critical date sheet. **Tender will be liable for rejection for non-submission of original instrument like Affidavits, EMD, Soft copies of Voice overs/Shows/Films as per Pre-Qualification Criteria etc., against the submitted bid. For any reason, if EMD submitted is rejected by concerned bank, tender will be rejected.**
- 2.8 The bidders are required to have class -3 digital certificates (if they don't already have) from the authorized digital signature issuing company.
- 2.9 The tenderer should carefully pursue the clauses mentioned as here under before submitting their tender, required clarification if any, may be sought prior to submission of tender during Pre-bid meeting. No request for clarification will be entertained once the tender is submitted.

- 2.10 The prices are to be quoted/ documents to be uploaded as per part-III (Financial bid).
- 2.11 The bidders who are desirous of participating in e-tender shall upload their bids in the format prescribed in the tender document. The bidder should upload the digitally signed Undertaking/Tender acceptance letter as per **Annexure III**.
- 2.12 **Details of establishment:** Bidder shall submit the relevant document for ascertaining the existence of entity i.e. Certificate of Incorporation, Year of establishment, profile/ credentials of the Bidder, Company Establishment as Sole Proprietor/Limited/Private Limited/ Consortium/JVC/ Partnership/Limited Liability Partnership (LLP). (Bidder should submit MOA/AOA/Partnership Deed/Joint Bidding agreement as per **Annexure V** or other document as applicable for the bidder).
- 2.13 A certificate from the Statutory Auditor/ Chartered Accountant indicating Average Annual Turnover of company along with similar work Average Annual turnover for last 3 years i.e. for 2017-18, 2018-19 & 2019-20 as per **Annexure II. If average annual turnover during last three years is less than 30% of the Project value, the bidder will not be eligible.**
- 2.14 Audited Balance sheet for last three financial years i.e. for 2017-18, 2018-19 & 2019-20.
- 2.15 Proof of having successfully Completed Similar works during last **Five years** ending last day of the month previous to one in which tender are invited as per the following:
- a) **Two** similar completed works costing not less than the amount equal to **20%** of the estimated cost i.e. Rs. 1,02,98,208.00
OR
- c) **One** similar completed work costing not less than the amount equal to **25%** of the estimated cost i.e. Rs. 1,28,72,760.00

Similar work means: -

The well-experienced, established and resourceful Agencies/Companies/Firms/Individual/Sole Proprietor/Limited/Private Limited/Consortium/Joint Venture Company (JVC)/Partnership/Limited Liability Partnership (LLP) having experience in the field as under:

- Mounting the theme based Sound and Light (SEL) /Multimedia Shows
OR
- Mounting the theme based Laser Shows/ Water Screen Projection show
OR
- Commercial films certified by Central Board of Film Certification
OR
- TV Serials based on storyline
OR
- Documentary Films/ Short Films / Advertisement Films

The above experience shall be during the last 5 years, supported with documents for the field as mentioned above with details of work order & completion certificate from Client or Certificate from Chartered Accountant towards receipt of full and final payment against the said project from Client along with proof of payment receipt /CBFC Certificate/Authentication.

Escalation factors for similar works: The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple interest rate of 7% per annum, calculated from the actual date of completion to previous day of last date of submission of tender.

The multiplication factor of 7% per annum simple interest is not applicable on the Annual Financial Turnover figures

- 2.16 Proof and Copy of valid PAN No.
- 2.17 Copy of Registration under GST Law. (In case the bidders are not registered with GST in the **Ladakh Union Territory**, where work is to be executed, the successful bidder shall get them registered in **Ladakh Union Territory**, and has to submit the same after registration before release of any/first payment as per law of land.)
- 2.18 Copy of Registration with Provident Fund, ESI Authority. The bidders claiming non – applicability of ESI and PF shall submit an affidavit on non-judicial stamp paper of Rs 100.00 as per **Annexure IV**. However, it shall be sole responsibility of the bidder for any such claim and it shall not absolve the bidder from any such responsibility/claim arising at any stage and the bidder shall indemnify ITDC for the same.
- 2.19 Profile of company/History and Structure of firm, Name of Director(s)/ Partner(s)/ Proprietor.
- 2.20 All the above certificates/documents shall be submitted by the firm should be digitally signed.
- 2.21 An Affidavit on stamp paper of Rs.100.00 (Non-judicial) be submitted stating that **"In case any ambiguity is noticed in the documents (listed out documents) submitted at any stage, we shall be entirely responsible and liable for any action as deemed fit under the law."** This should also be notarized. (Non-notarized will be rejected)
- 2.22 Integrity pact on a Non-judicial stamp paper of Rs. 100/- or the amount as may be applicable in the respective state – whichever is higher as per section 7.
- 2.23 Any or all Original documents, if required, may be asked from the tenderers after opening of Technical bid for cross verification and management can verify the documents from the client.
- 2.24 Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to the risk, contingencies and other circumstances which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charges consequent on any misunderstanding or he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
- 2.25 Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors bearing on the execution of the work.

- 2.26 All rates shall be quoted in tender form and shall include all material, labour, transportation; all taxes, duties, testing, commissioning, supervision, tools, plants, wastage, sundries, scaffoldings, as required mobilization, demobilization; transportation etc. and nothing extra shall be payable on any account. However, shall not include the GST & GST Cess (if applicable) herein after termed as GST and also shall not include ESI/EPF which is reimbursed separately.
- 2.27 GST or any other tax paid / payable on materials by the Contractor if any procured by the Contractor in respect of this contract shall be payable by the contractor and the corporation will not entertain any claim whatsoever in this respect.
- 2.28 The rates quoted by the tenderer shall be exclusive of GST and employer's ESI/EPF contribution. Supplier shall submit to ITDC the GST compliant tax invoice / debit note/ revised tax invoice by the supplier shall be released separately to the supplier only after supplier files the outward supply details in GSTR-1 on GSTN portal and Reconciliation of Inward supply is done by ITDC with corresponding details of outward supply of supplier and supplier accept the changes made by ITDC and has paid the GST at the time of filling the monthly return. ESI/EPF shall be reimbursed separately (wherever applicable) after receiving claim by the contractor duly supported with ESI/EPF deposit challans in respect of associated manpower.
- 2.29 The contractor shall be solely responsible for complying with the provision of EPF and misc. Provision Act 1952 and ESI Act relating to manpower engaged to this contract in due event of any liability on ITDC by virtue of its being the principle employer due to failure of contract to comply the said Acts. The contractor shall indemnify and reimburses the amount payable by ITDC on this Account.
- 2.30 As per law of land, statutory deduction like income tax/ TDS under GST (as & when applicable) etc. shall be made from the contractor's bill as applicable.
- 2.31 The rates of the contractor shall be inclusive of labour cess at the rate of 1% which will be applicable on Hardware Cost quoted (Part B) and necessary recovery of labour-cess shall be made from each RA bill by the ITDC to be deposited with labour board of concern state. In case the labour is not established in the state, recovery made by ITDC on account of labour cess shall be retained under suspense head and will be deposited with the labour board at the later date as and when the labour board is established in the state. {Labour cess shall not be applicable for Artistic work (Part A)}
- 2.32 The Contractor ensures to pass the benefits accrued due to the GST to the ITDC which ultimately is to be passed to the final consumer. In contingency of any legal proceedings/action taken by the tax authorities for non-compliance of anti-profiteering clause by the Contractor. The Contractor indemnifies (on stamp paper or on letter head) the ITDC from any losses monetary or otherwise suffered on account of non-compliance of anti-profiteering clause by the Contractor.
- 2.33 The Contractor shall indemnify the ITDC from any direct or indirect losses suffered by the ITDC due to non-compliance on part of Contractor under GST Act, which adversely affects the GSTN rating of ITDC.
- 2.34 In case of any non-compliance by the Contractor which results into loss of input tax credit under GST Law to ITDC, the Contractor shall pay ITDC an amount equal to lost input tax credit along with interest/penalties or any other monetary loss suffered because of such non-compliance under GST Act.

- 2.35 Contractor indemnifies the ITDC against any loss monetary or otherwise arising due to legal proceedings initiated by the tax authorities as a result of non-compliance/default in paying tax by ITDC. Contractor shall indemnify ITDC in respect of the recourse action in case of **"BLACK LISTING"** under the "Compliance Rating Score" mechanism due to non-compliance/ default by Contractor.
- 2.36 In case of any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of Price bid. Claim for any such impact after opening the Price Bid will not be considered by ITDC for reimbursement of tax or reassessment of offer.
- 2.37 On acceptance of tender, the earnest money will be treated as part of the Security.
- 2.38 The India Tourism Development Corporation will return the earnest money deposit (without interest), where applicable, to every unsuccessful tenderer. The bidder should be submitted EMD refund form duly filled and signed by authorized person as per **Annexure- RF**
- 2.39 All Sections and Annexures attached with tender will form integral part of the contract.
- 2.40 A tenderer shall submit the tender which satisfies each and every condition laid down in this notice, failing which the tender will be liable to be rejected.
- 2.41 The India Tourism Development Corporation does not bind themselves to accept the lowest or any tender or to give any reasons for their decisions.
- 2.42 The India Tourism Development Corporation reserve the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at his quoted rates.
- 2.43 The validity of the tender(s) shall be up to 90 (Ninety) days from the date of opening of tender.
- 2.44 "In case, it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the applicant or the applicant has made material misrepresentation or has given any materially incorrect or false information, the applicant shall be disqualified forth with, if not yet, appointed as the contractor/supplier and if the applicant has already been issued the LOA or has entered into the contract, as the case may be, same shall not withstanding anything to the contrary contained therein liable to be terminated along with forfeiture of Earnest Money Deposit (EMD)/ Performance Security by a Communication in writing by the Corporation to the Applicant, without the Corporation being liable In any manner whatsoever to the applicant and Without prejudice to any other right or remedy which the Corporation may have with initiation of any appropriate panel action as per the applicable law."
- 2.45 Low rated and high rated items would be identified for **Hardware work (Part B)** while awarding the contract. For abnormally high rated items, the running account payments in respect of such items would be restricted to estimated rates/justified rates plus or minus the percentage quoted above or below the overall estimate/justified cost. The rates so restricted would only be released after 90% work in respect of abnormally low rate items are executed by the Contractor.

- 2.46 If the proprietor/any of the partners of the bidder firm/any of the directors of the bidder company have been at any time, convicted by a Court for an offence, such bidder will be ineligible.
- 2.47 In case of any clear indication of cartelization of express or implied anticompetitive agreements between the Bidder's at the time of finalization of Tender or thereafter, which at any time i.e. before or after award of the Contract comes to the notice of the ITDC, the Tendering Authority may reject the relevant Bids, forfeit their EMD/Security Deposit.
- 2.48 The selected bidder shall indemnify the ITDC against, prosecutions, claims of damages, all third party claims of infringement of patent, trademark/copyright rights arising from the use of the supplied software/hardware etc. and related services or any part thereof or any violation/non-observance of applicable Laws/Rules & Regulation by the bidder or his personnel. ITDC stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the project for whatever period. ITDC also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the personnel while working on the project.
- 2.49 Any information pertaining to Ministry of Tourism (MoT) involved in the project that comes to the knowledge of the bidder in connection with this contract will be deemed to be confidential and the bidder will be fully responsible for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to do so. The bidder shall ensure due secrecy of information and data not intended for public distribution.
- 2.50 No failure or omission by the Parties in the performance of any obligation of this Contract will be deemed a breach or create any liability if the same will arise from any cause or cause beyond the control of the Parties, including, but not limited to, the following: acts of God; acts or omissions of any government; any rules, regulations or orders issued by any governmental authority or by any officer, department, agency or instrumentality thereof; fire; flood; storm; earthquake; accident; war; rebellion; insurrection; riot; and invasion. The affected Party shall notify the other Party of such force majeure circumstances as soon as reasonably practical, and shall promptly undertake all reasonable efforts necessary to cure such force majeure circumstances.
- 2.51 The Bidder(s) will not, directly or through any other person or firm indulge in fraudulent practice means a will full misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Corporation interests.
- 2.52 This notice of tender shall form part of the contract document.

Section - 3

India Tourism Development Corporation Ltd

(A Government of India Undertaking)

Unit: **SEL Division**

GENERAL CONDITIONS OF CONTRACT AND STANDARD CONTRACT FORMS FOR SOUND AND LIGHT/MULTIMEDIA SHOWS

Interpretation and Definitions

Singular and Plural

1. Where the context so requires, words importing the singular only also include the plural and vice versa.

Headings and Marginal Notes to Conditions

2. Headings and marginal notes to these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

Definitions

- 3 (a) "Corporation" shall mean the India Tourism Development Corporation having its registered office at Scope Complex 6th floor Core 8 Lodi Road New Delhi-110003, in the State of Delhi and includes a duly authorized representative of the Corporation or any other person empowered in this behalf by the Corporation to discharge all or any of its functions.
- (b) The "Accepting Authority" shall mean the Chief Engineer or his nominee on behalf of the India Tourism Development Corporation.
- (c) The "Contract" shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the *India Tourism Development Corporation/ Unit: SEL Division* and the Contractor together with the documents referred to therein including these conditions with appendices and any special conditions, the specifications, designs, drawings, schedule of quantities with rates and amounts and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
- (d) The "Contractor" shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individuals or persons composing such firm or unincorporated company, or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- (e) The "Contract Sum" shall mean: in the case of Item Rate Contracts the cost of the work arrived at after extension of the quantities shown in Schedule of Quantities by the item rates quoted by the tenderer for the various items.
- (f) A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- (g.1) "Project Engineer" / "Assistant Engineer" shall mean the SEL Officer appointed by the India Tourism Development Corporation, who shall direct supervise and be in

charge of the works for purposes of this contract and maintain liaison with the Architect(s).

(g.2) "Architect(s)/Consultant(s) (if involved)" shall mean the person/persons practicing as such and duly appointed by the Accepting Authority for the Works under a separate Agreement getting out the Architect(s)/Consultant(s) responsibilities and terms.

(g.3) "Clerks of Works" shall mean the engineer appointed at Works by the Accepting Authority to represent the Architect(s).

- h) "Excepted Risks" are risks due to riots (otherwise than among Contractor's employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government, damage from aircraft, acts of God, such as earthquake, lightning and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by the Corporations of the part of Works in respect of which a certificate of completion has been issued or cause solely due to Corporation's faulty design of Works.
- i) "Market Rate" shall be the rate as decided by the Project Engineer on the basis of the cost of materials exclusive of any taxes or such statutory imposition, at the time of work, and cost of labour at the site where the work is to be executed plus the percentage mentioned in Schedule "F" to cover all overheads, supervision and profit.
- j) Schedule(s) referred to in these conditions shall mean the standard schedule of rates prescribed by the India Tourism Development Corporation and the amendments there to issue from time to time.
- k) The "Site" shall mean the lands and/or other places on, under, in or through which the work is to be executed under the Contract including any other lands or places which may be allotted by the Corporation or used for the purposes of the Contract.
- l) "Temporary Works" shall mean all temporary works of every kind required in or about execution, completion or maintenance of the works.
- m) "Urgent Works" shall mean any urgent measures which in the opinion of the Project Engineer become necessary during the progress of the works to obviate any risk of accident or which become necessary for security.
- n) A "Week" shall mean seven days without regard to the number of hours worked in any day in that week.
- o) The "Works" shall mean the works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the Contract.

Scope and Performance

Contract Documents

4. The Contractor shall be furnished, free of charge; one certified true copy of the contract Document and of all further drawings, which may be issued during the progress of the works.

- 4.1 None of these documents shall be used by the Contractor for any purposes other than that of this Contract.

Works to be carried out

5. The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment, and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

Inspection of Site

6. The Contractor shall inspect and examine the Site and its surroundings and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the Site, the quantities and nature of work and materials necessary for the (completion of the works and means of access to the site, the accommodation he may require and in general shall himself obtain all necessary) information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

Sufficiency of Tender

7. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the Works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of Errors

8. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small-scale drawings and figured dimensions in preference to scale and Special Conditions in preference to General Conditions.
- 8.1 In the case of discrepancy between Schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed: -
- a) Description in Schedule of Quantities
 - b) Particular Specification and Special Conditions, If any
 - c) Drawings
 - d) General Specifications
- 8.2 If there are varying or conflicting provisions made in anyone document forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
- 8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works Comprised therein according to drawings specifications or from any of his obligations under the Contract.

8.4 If on check there are found to be differences between the rates given by the Contractor in Words and figures or in the amount worked out by him in the Schedule of Quantities and General Summary, the same shall be adjusted in accordance with the following rules:-

- a) In the event of a discrepancy between description in words and figures quoted by a tenderer, the rate which corresponds to the amount worked out by the Contractor shall be taken as correct. When the amount of an item is not worked out by the Contractor or it does not correspond to the rate written either in figures or in words, the rate quoted by the Contractor in WORDS shall be taken as correct.
- b) In the event of an error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the unit rate and quantity the UNIT RATE shall be regarded as firm and extension shall be amended on the basis of the rate.
- c) All errors in totalling in the amount column and carrying forward totals shall be corrected.
- d) The totals of various sections of Schedule of Quantities as amended shall be carried over to the General Summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of the tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of totals in various sections of Schedule of Quantities or in General Summary by the tenderer shall be ignored.

Security Deposit

- 9. (a) The performance Security submitted during the award of contract of 3% of the Project Execution Cost (Artistic & Hardware work) as interest free **Security Deposit** in the form of Account Payee Demand Draft/ Bank Guarantee from a commercial bank in an acceptable form, the Bank Guarantee should remain valid for a period of one year beyond from the date of completion & handing over of all works related to show.
- 9. (b) On expiry of the Defects Liability Period, the Project Engineer, on demand from the Contractor, refund to him the security deposit provided after successful performance of the contractual obligation. The Project Engineer is satisfied that there is no demand outstanding against the Contractor.

Deviations/Variations Extent and Pricing

- 10. The Architects and/or Project Engineer shall have power (i) to make alterations in, omissions from, additions to, or substitutions for, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit part of the Works in case of non-availability of a portion of the Site or for any other reason, and the Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing signed by the Project Engineer and such alterations, omissions, additions or substitutions shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the Works, shall be carried out by the Contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereinafter provided. No work which radically changes the original nature of the Contract shall be ordered by Architect(s)/Consultant(s) / Project Engineer as a deviation and in the event of any deviation being ordered which in the opinion of the Contractor changes the original nature of the Contract, he shall nevertheless carry it out and the disagreement as to the nature of the work and the rate to be paid there for shall be resolved in accordance with Condition 48.

10.1 The time for completion of the Works shall, in the event of any deviations resulting in additional Cost over the Contract Sum being ordered be extended as follows if requested by the Contractor:

- (a) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original Contract Sum; plus
- (b) 25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the Project Engineer.

Extra Items

11. a) The rates of all authorized extra items or additional, altered or substituted work, shall be worked out as follows: -

- (i) If the rate for additional, altered or substituted item of work is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item at the same rate. In the case of composite tenders, where two or more schedules of Quantities may form part of the Contract the applicable rate shall be taken from the schedule of Quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other schedule of quantities.
- (ii) If the rate for any altered, additional or substituted item of work is not specified in the Schedule of Quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tenders where two or more schedule of quantities form part of the contract, the rate shall be derived from the nearest similar item in the Bills of Quantities of the particular part of Works in which the deviation is involved, failing that from the lowest of the nearest similar items in other schedule of quantities.
- (iii) If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in sub-para,s (i) and (ii) above, then such item of Work shall be carried out at the rate entered in the Latest CPWD Schedule of Rates PLUS OR MINUS the percentage by which the tendered amount of the Works actually awarded is higher or lower than the estimated amount of the Works actually awarded.
- iv) Where the rates cannot be derived in the manner of (i) to (iii) above, the same shall be worked out on the basis of Market Rates or actual expenditure incurred in the execution of the item inclusive of any taxes, octroi. etc., plus 15% Contractor's profit, overheads and supervision charges.

b) The Contractor shall, within 14 days of the date of receipt of an order to carry out the above work, or within 14 days after having carried out the above work. Submit the rates, which he proposes to claim for such items of work, supported by rate analysis and vouchers. The Architect(s)/Consultant(s) / Project Engineer shall communicate to the Contractor the rates admissible for these items.

Suspension of Works

12. a) The Contractor shall, on receipt of the order in writing of the Project Engineer, suspend the progress of the Works or any part thereof for such time in such a manner as the Project Engineer may consider necessary for any of the following reasons: -

- i) On account of any default on part of the Contractor; or
- ii) For proper execution of the Works or part thereof for reasons other than the default of the Contractor; or
- iii) For safety of the Works or part thereof.
- (iv) The Contractor shall during such suspension, properly protect and secure the Works to the extent necessary and carry out the instructions given in that behalf by the Project Engineer.

12. b) If the suspension is ordered for reasons (ii) and (iii) in sub-para a) above:

- (i) The Contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%.

Time and Extension for Delay

13. The time allowed for execution of the works or the extended time in accordance with these conditions shall be the essence of the Contract. The work shall commence from the 7th day after the date of Work Order issued by the Architect/Project Engineer or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the work as aforesaid, the corporation shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely.

13.1 The Contractor shall agree upon a time and progress charts or Activity Chart ensuring good progress accordingly.

13.2 If the works be delayed by:

- (a) Force majeure, or
- (b) Abnormally bad weather or
- (c) Serious loss or damage by fire or
- (d) Civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work or
- (e) Delay on the part of other Contractors or tradesmen engaged by the Corporation in executing work not forming part of the Contract or
- (f) Non-availability of stores which are the responsibility of the Corporation to supply or
- (g) Non-availability or breakdown of Tools and Plant to be supplied or supplied by the Corporation or
- (h) Any other cause which in the absolute discretion of the authority is beyond the Contractor's control.

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Project Engineer but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Project Engineer to proceed with the works.

- 13.3 Request for extension of time to be eligible for consideration shall be made by the Contractor in writing as per 28.3 within fourteen days of happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 13.4 In any such case the authority mentioned in Schedule "F" may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Contractor by the Architect(s)/Project Engineer in writing, within 3 months of the date of receipt of such request by the Project Engineer/Architect(s).

Plant and Equipment

14. The Contractor shall arrange at his own expense all tools, plants and equipments required for the execution of the work, in such numbers or quantity as to meet the time of completion specified.

Materials to be provided by the Contractor

15. (a) The Contractor shall, at his own expense, provide all materials required for the Works other than those, which are to be supplied by the Corporation.
- 15.(a) 1. All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the Contract and the Contractor shall, if requested by the Project Engineer furnish proof to the satisfaction of the Project Engineer that the materials so comply.
15. (a) 2. The contractor shall, at his on expense and without delay, supply to the project engineer samples of material proposed to be used in the works. If samples are not approved, the contractor shall forthwith arrange to supply to the project engineer for his approval fresh samples complying with the specification laid in the contract.
15. (a) 3. The Project Engineer shall have full powers to require removal of any or all of the materials brought to Site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials the Project Engineer shall be at liberty to have them removed by other means. The Project Engineer shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply; he may cause the same to be supplied by other means. All costs, which may attend upon such removal and/or substitution, shall be borne by the Contractor.
15. (a) 4. Subject as hereinafter provided in Condition 47 all charges on account of any taxes and other duties on materials obtained for the Works from any source (excluding materials supplied by the Corporation) shall be borne by the Contractor.
15. (a) 5. The Project Engineer shall be entitled to have tests carried out as specified in the Contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished at the cost of the Contractor and the Contractor shall provide at his expense all facilities which Project Engineer may require for the purpose. If no tests are specified in the Contract, and such tests are required by the Project Engineer, the Contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne by the Contractor only, if the tests disclose that the said materials are not in accordance with the provision of the Contract. The cost of materials consumed in tests shall be borne by the Contractor in all cases except when otherwise provided.

Materials to be supplied by the Corporation

15. (b) Materials to be supplied by the Corporation are shown in Schedule "B" which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof.
15. (b)1. If after acceptance of the tender the Contractor desires the Corporation to supply any other materials, such materials may be supplied by the Corporation, if available, at rates to be fixed by the Accepting Authority.
15. (b)2. The Contractor shall bear the cost of loading, transporting to Site, unloading, storing under cover as required, assembling and joining the several parts together as necessary and incorporating or fixing materials in the Works including all preparatory work of whatever description as may be required.
15. (b)3. All materials issued to the contractor by the Corporation for incorporation or fixing in the Works (including preparatory work) shall, on completion or on foreclosure of the works. Be returned by the Contractor at his expense, at the place of issue, after making due allowance for actual consumption, reasonable wear and tear and/or waste. The decision of the Engineer in this regard is final and binding. If the Contractor is required to deliver such materials at a place other than the place of issue, he shall do so and the transportation charges which would have been incurred by the Contractor had such materials been delivered at the place of issue, shall be borne by the Corporation.
15. (b)4. Surplus materials returned by the Contractor shall be credited to him by the Project Engineer rates not exceeding those at which these were originally issued to him after taking into consideration any deterioration or damage which may have been caused, to the said materials whilst in the custody of the Contractor.
15. (b)5. If on completion of Works the Contractor fails, to return surplus materials out of those supplied by the Corporation, then in addition to any other liability which the Contractor would incur, the Project Engineer may, by a written notice to the Contractor, require him to pay within a fortnight of receipt of the notice, for such unreturned surplus materials at double the issue rates.
15. (b)6. If cement is to be supplied by the Corporation, every cement go down shall be provided with two locks on each door. The key of one lock at each door shall remain with the Project Engineer or his representative and that of the other lock with the Contractor's authorized agent at Site of Works so that cement is removed from the go down only according to daily requirements with the knowledge of both the parties.

General

15. (c) Materials required for the Works, whether brought by the Contractor or supplied by the Corporation, shall be stored by the Contractor only at places approved by the Project Engineer, storage and safe custody of materials shall be the responsibility of the Contractor.
15. (c) 1. Corporation's officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the Site or at factory or workshop or other place(s) where such materials are assembled/fabricated/manufactured or at any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

15. (c) 2. All materials brought to the Site shall become & remains property of Corporation and shall not be removed off the Site without the prior written approval of the Project Engineer. But, whenever the works are finally completed and advance, if any, in respect of any such material is fully recovered. The contractor, shall at his own expense, forthwith remove from the Site all surplus materials originally supplied by him and upon such removal, the same shall reset in & become property of the Contractor.

Labour

16. The Contractor shall employ labour in sufficient numbers either directly or through sub-Contractors, where such subletting is permitted, to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Project Engineer. The Contractor shall not employ in connection with the Works any person who has not completed his fifteenth year of age.

16.1 The Contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961 and Mines Act, 1952, The Employees State Insurance Act, 1948, Safety Code and Labour Welfare Acts, or rules, or any modifications thereof or any other law relating thereto & rules made there under from time to time.

16.2 The Contractor shall indemnify the Corporation against any payments to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-Contractors.

Setting out the Works

17. The Contractor shall provide all labour and setting out apparatus required and set out the works and be responsible for the accuracy of the same. He shall amend at his own cost any error found at any stage, which may arise through inaccurate setting out.

Site Drainage

18. a) All water which may accumulate on the Site during the progress of the Works, or in trenches and excavations, from other than the Excepted Risks shall be removed from the Site to the satisfaction of the Project Engineer and at the Contractor's expense.

b) Nuisance: The Contractor shall not at any time do, cause or permit any nuisance on the Site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the Site and to the public generally.

Materials Obtained from Excavation

19. Materials of any kind obtained from excavation on the Site shall remain the property of the Corporation and shall be disposed of as the Project Engineer may direct.

Treasure Trove, Fossil, etc.

20. All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall be the absolute property of the Corporation and the Contractor shall take reasonable precautions to prevent his workman or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Project Engineer with such discovery and carry out the Project Engineer's directions as to the disposal of the same at the expense of the Corporation.

Protection of Trees

21. Trees designated by the Project Engineer shall be protected from damage during the Course of the Works and earth level within 1 meter of each such tree shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing.

Watching and lighting

22. The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Project Engineer for the protection of the Works or for the safety and convenience of those employed on the works or the public.

Contractor's Supervision

23. The Contractor shall either himself supervise the execution of the Works or shall appoint qualified Engineer approved by the Architect(s) and /or Project Engineer to act in his stead. If the Contractor fails to appoint a suitable agent as directed by the Engineer-in-Charge, the Engineer-in-Charge shall have full powers to suspend the execution of the Works until such date as a suitable agent is appointed and the Contractor shall be held responsible for the delay so caused to the works.

Inspection and Approval

24. All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Architect(s) and/or Project Engineer shall or his authorized representative when each stage is ready. In default of such notice, the Project Engineer shall be entitled to appraise the quality and extent thereof.
- 24.1 No work shall be covered up or put out of view without the approval of the Architect(s)/ Project Engineer or his authorized representative and the Contractor shall afford full Opportunity for examination and measurement of any work which is about to be Covered up or put out of view and for examination of foundations before permanent Work is placed thereon. The Contractor shall give due notice to the Project Engineer or his authorized representative whenever any such work or foundation is ready for examination and the Architect(s)/Project Engineer or his representative shall, without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations. In the event of the failure of the Contractor to give such notice he shall, if required by the Architect(s)/Project Engineer, uncover such work at the Contractor's expense.
- 24.2 Departmental officers concerned with the Contract shall have powers at any time to inspect & examine any part of Works and the Contractor shall give such facilities as may be required for such inspection and examination.

Removal of Workmen

25. The Contractor shall employ in and about the execution of the works only such persons as are skilled and experienced in their several trades and the Architect(s)/ Project Engineer shall be at liberty to object to and require the Contractor to remove from the Works any person employed by the Contractor in or about the execution of the Works who in the opinion of the Project Engineer misconduct himself or is incompetent or negligent in the

proper performance of his duties and such person shall not be again employed upon the Works without permission of the Architect(s)/Project Engineer.

Uncovering and Making Good

26. The Contractor shall uncover any part of Works and/or make openings in or through the same as the Project Engineer may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Architect/Project Engineer. If any such part has been Covered up or put out of view after being approved by the Project Engineer and is subsequently found on uncovering to be executed in accordance with the Contract, the expenses of uncovering and /or making openings in or through reinstating and making good the same shall be borne by the Corporation. In any other case all such expenses shall be borne by the Contractor.

Work during Night or on Sundays and Holidays

27. Subject to any provisions to the contrary is contained in the Contract, if works have to be carried out during night or on Sundays or on authorized holidays, permission in writing of the Project Engineer shall be obtained except when the work is unavoidable or absolutely necessary for the safety of life, property or works in which case the Contractor shall immediately advise the Project Engineer accordingly.

Completion Certificate

- 28.1 As soon as the work is completed, the Contractor shall give notice of such completion to the Project Engineer and within 45 days of receipt of such notice the Project Engineer shall inspect the work and shall furnish the Contractor with a certificate of completion indicating
- (a) the date of completion,
 - (b) defects to be rectified by the Contractor, and/or
 - (c) items for which payment shall be made at reduced rates, When separate periods of completion have been specified for items or groups of items, the Project Engineer shall issue separate completion certificates for such items or groups of items, No certificate of completion shall be issued, nor shall the work be considered to be completed till the Contractor shall have removed from the premises on which the work has been executed all scaffoldings, sheds and surplus materials, except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workman on the Site in connection with the execution of the work, and cleaned floor, gutters and drains, eased doors and sashes, oiled locks and fastenings labelled keys clearly and handed them over to the Project Engineer or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Project Engineer.
- 28.2 If at any time before completion of the entire work, items or groups or items for which separate periods of completion have been specified, have been completed, the Architect(s)/ Project Engineer, with the consent of the Contractor, takes possession of any part or parts of the same (any such part(s) being hereinafter in this condition referred to as the relevant part) then notwithstanding anything expressed or implied elsewhere in this Contract:
- (a) Within thirty days of the date of completion of such items or groups of items or of possession of the relevant part, the Project Engineer shall issue completion certificate for the relevant part as in Condition 30 provided the Contractor fulfils his obligations under that condition for the relevant part.

- (b) The Defects Liability Period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.
- (c) For the purposes of ascertaining compensation for delay under condition 31 in respect of any period during which the works are not complete, the relevant part will be deemed to form a separate item or group, with date of completion as given in the contract or as extended under condition 13 and actual date of completion as certified by the Project Engineer under this condition.

Hindrance Register

- 28.3 A Hindrance Register shall be maintained at the site of work showing the items affected, the date on which the delay occurred and the date on which the delay was cleared. These entries shall be initiated by the Project Engineer as well as the Contractors authorized representative. The Hindrance register shall also be inspected by the Architect(s)/Consultant(s) during their inspection of works and initialled in token thereof. Request for extension shall be made as per Performa enclosed in the Contract.

Compensation for Delay

29. If the Contractor fails to maintain the required progress In terms of Condition 13 or to complete the work and clear the site on or before the Contract or extended date period of completion, he shall, without prejudice to any other right or remedy of the Corporation on account of such breach, pay as agreed compensation amount calculated as stipulated below or such smaller amount as may be fixed by the authority mentioned in Schedule "F" on the Contract value of the work for every week that the progress remains below that specified in Conditions 13 and 14 or that the work remains incomplete.

This will also apply to items or groups of items for which separate period of completion has been specified.

1% of the contract amount subject to maximum of Rs. 10,000/- per week or part thereof. The total Compensation for delay shall further be subject to an overall maximum of 10% (Ten percent) of the contract amount as awarded. The decision of the competent officer of Accepting Authority shall be final and binding.

- 29.1 The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other contract with the corporation.

Defects Liability Period

30. The Contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Project Engineer any defect which may develop or may be noticed before the expiry of the period mentioned in Schedule 'F' hereto from the certified date of completion and intimation of which has been sent to Contractor within seven days of expiry of said period by a letter sent by hand delivery or by registered post.

- 30.1** *Buildings Sanitary works, water supply works, electrical works, plant and machinery, furniture, roads and drainage, etc., ONE YEAR from the date of completion.*

Contractor's Liability and Insurance

31. From commencement to completion of the Works, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof and all Corporation's

T&P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the Works and all Corporation's T&P shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Project Engineer.

- 31.1 The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintain of the Works and against all claims demands, proceedings. Damages, costs, charges and expenses whatsoever in respect of or in relation thereto PROVIDED always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Corporation against any compensation or damage caused by the Excepted Risks.
- 31.2 Before commencing execution of the work the Contractor shall without in any way limiting his obligations and responsibilities under this Condition insure against any damage loss or injury which may occur 10 any property (excluding that of the Corporation but including the Corporation's building rented by the Contractor wholly or in a part and any part of which is used by him for storing combustible materials), or to any person (including any employee of the Corporation) by or arising out of carrying out of the Contract.
- 31.3 The Contractor shall at all times indemnify the Corporation against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961, or any modifications thereof or any other law relating thereto and rules made hereunder from time to time or as a consequence or any accident or injury to any workman or other persons in or about the Works, whether in the employment of the Contractor or not, save and except where such accident or injury has resulted from any act of Corporation, his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may, with the consent of the Contractor, be paid to compromise or compound and claim, Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workman's Compensation Act, 1923 or any modification thereof or any other law relating thereto.
- 31.4 The aforesaid insurance policy / policies shall provide that they shall not be cancelled till the Architect(s)/Project Engineer has agreed to their cancellation.
- 31.5 The Contractor shall prove to the Architect(s)/Project Engineer from time to time that he has taken out all the insurance policies reference to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defect Liability Period.
- 31.6 The Contractor shall ensure that similar insurance policies are taken out by the sub-Contractors (if any) and shall be responsible for any claims or losses to the Corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced, by his sub-Contractors {if any) as the case may be the relevant policy or policies and premium receipts as and when required by the Architect(s)/Project Engineer.
- 31.7 If the Contractor and/or his sub-Contractors {if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he they may be required to effect under the terms of the Contract then and in any such case the Corporation may, without being bound to effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount

so paid by the Corporation from any moneys due or which may become due to the Contractor or recover same as a debt due from the Contractor.

Facilities to Other Contractors

32. The Contractor shall in accordance with the requirements of the Architect(s)/Project Engineer, afford all reasonable facilities to other Contractors engaged contemporaneously on separate contracts in connection with the works and for departmental labour and labour of any other properly authorized authority or statutory body which may be employed at the Site on execution of any work not included in the Contract or of any contract which the Corporation may enter into in connection with or ancillary to the Works.

Notices to local Bodies

33. The Contractor shall comply with and give all notices required under any Governmental authority, instrument, rule or order made under any Act of Parliament, State laws or any regulation or Bye-Laws of any regulation or bye-laws of any local authority relating to the works. He shall before making any variation from the Contract drawings necessitated by such compliance give to the Architect(s)/Project Engineer a written notice giving reasons for the proposed variation and obtain Project Engineer's instructions thereon.
- 33.1 The Contractor shall pay and indemnify the Corporation against any liability in respect of any fees or charges payable under any Act of Parliament, State laws or any Government instrument rule or order and any regulation or byelaws of local authority in respect of works.

Sub-Contracts

34. The Contractor shall not sublet any portion of the Contract without the prior written approval of the Accepting Authority.

Instructions and Notices

35. Subject as otherwise provided in this Contract, all notices to be given on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by the Architect(s)/ Project Engineer or any officer for the time being entrusted with the functions, duties and powers of the Architect(s)/Consultant(s)/Project Engineer.
- 35.1 All instructions, notices and communications, etc. under the Contract shall be given in writing and if sent by registered post to the last known place of abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.
- 35.2 The Contractor or his agent shall be in attendance at the Site(s) during all working hours and shall superintend the execution of the Works with such additional assistance in each trade as the Architect(s)/Project Engineer may consider necessary. Orders given to the Contractor's Agent shall be considered to have the same force as if they had been given to the Contractor himself.
- 35.3 The Project Engineer shall communicate or confirm his instructions to the Contractor in respect of the execution of work in a "Works Site Order Book" maintained in the office of the Architect(s)/Consultant(s)/Project Engineer and the Contractor or his authorized representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor, he shall be furnished a certified true copy of such

instruction(s). **Foreclosure of Contract in Full or in Part due to Abandonment or Reduction in Scope of work**

36. If at any time after acceptance of the tender the Corporation shall decide to abandon or reduce the scope of the Works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Architect(s)/Consultant(s)/Project Engineer shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from execution of Works in full but which he did not derive in consequence of foreclosure of whole or part of the Works.
- 36.1 The Contractor shall be paid at Contract rates full amount for works executed at Site and, in addition, a reasonable amount as certified by the Project Engineer for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure:
- (a) Any expenditure incurred on preliminary Site work. E.g., temporary access roads, temporary labour huts, staff quarters and Site office; storage accommodation and water storage tanks.
 - (b) (i) The Corporation shall have the option to take over Contractor's materials or any part thereof either brought to Site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work), provided, however, the Corporation shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by the Corporation, cost of such materials. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.
 - (b) (ii) For Contractors materials not retained by the Corporation, reasonable cost of transporting such materials from Site to Contractor's permanent stores or to his other Works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.
 - (c) If any material supplied by the Corporation is required surplus, the same except normal wastage shall be returned by the Contractor to the Corporation at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the Contractors. In addition, cost of transporting such materials from Site to the Corporation stores, if so required by the Corporation.
 - (d) Reasonable compensation for transfer of T&P from Site to Contractors permanent stores or to his other Works, whichever is less, If T&P are not transported to either of the said places, no cost of transportation shall be payable.
- 36.2 The Contractor shall, if required by the Architect(s)/Consultant(s)/Project Engineer, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this Condition.

Termination of contract for Death

37. If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is Satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of

partnership, the surviving partners are capable of carrying out and completing the Contract the Accepting Authority shall be entitled to cancel the Contract as to its incomplete part without the Corporation being in any way liable to payment of any compensation to the estate or the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Accepting Authority that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Corporation shall not hold the estate of the deceased Contractor and/or surviving partners of the Contractor's firm liable in damages for not completing the Contract.

Cancellation of Contract in Full or in Part

38. If the Contractor:

- (a) At any time makes default in proceeding with the Works with due diligence and continues to do so after a notice in writing of 7 days from the Architect(s)/Consultant(s)/Project Engineer; or
- (b) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days, after it notice in writing is given to him in that behalf by the Architect(s)/Consultant(s)/Project Engineer; or
- (c) Fails to complete the Works or items of work with individual dates or completion, on or before the date(s) or completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Architect(s)/Consultant(s)/Project Engineer; or
- (d) Shall offer or give or agree to give to any person in Corporation's service or to any other person on his behalf any gift or consideration or any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Corporation; or
- (e) Shall enter into a contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Accepting Authority/Project Engineer; or
- (f) Shall obtain a Contract with the Corporation as a result of ring tendering or other non-benefited methods of competitive tendering, or
- (g) Being an individual, or if a firm, any partner thereof, shall at a time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation/composition (other than a voluntary liquidation for the purpose of (amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any bid be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for the benefit of his creditors; or
- (h) Being a company shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or manager of behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court on debenture holders to appoint a receiver or Manager or

- (i) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
- (j) Assigns, transfers, sublets (engagement of labour on a piecework basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire Works or any portion thereof without the prior written approval of the Accepting Authority, Accepting Authority may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Corporation by written notice, cancel the Contract as a whole or only such items of work in default from the Contract.

38.1 The Accepting Authority shall on such cancellation have powers to:

- (a) Take possession of the Site and any materials, constructional plant, implements, stores, etc. thereon and/or
- (b) Carry out the incomplete work by any means AT THE RISK AND COST OF THE CONTRACTOR.

38.2 On cancellation of the Contract in full or in part the Project Engineer shall determine what amount, if any, is recoverable from the Contractor for completion of the Works or part of the Works or in case the Works or part of the Works is not to be completed, the loss or damage suffered by the Corporation. In determining the amount, credit shall be given to the Contractor for the value of the work executed by him up to the time of Cancellation, the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging to the Contractor.

38.3 Any excess expenditure incurred or to be incurred by the Corporation in completing the works or part of the Works or the excess loss or damages suffered or may be suffered by the Corporation as aforesaid after allowing such credit shall be recovered from any moneys due to the Contractor on any account and if such moneys are not sufficient, the Contractor shall be called upon in writing to pay the same within 30 days.

38.4 If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Architect(s)/Consultant(s)/Project Engineer shall have the right to any or all of the Contractor's temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the contract.

38.5 Any sums in excess of the amounts due to the corporation and unsold materials, constructional plant, etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by Corporation of the works or part of works is less than amount which the Contractor would have been paid had he completed the works or part of works, such benefit shall not accrue to the Contractor.

Liability for Damages, Defects or imperfections and Rectifications thereof

39. If the Contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence, etc. contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractor shall, upon receipt of a notice in writing in that behalf, *make the same good at his own expense*. If it shall appear to the Architect(s)/Project Engineer or his representative at any time during construction or reconstruction or prior to the expiration of the DEFECTS LIABILITY PERIOD, that any work

has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, or that any defect, shrinkage or other faults have appeared in the work arising out of defective or improper materials or workmanship, the Contractor shall upon receipt of a notice in writing in that behalf from Architect(s)/Project Engineer, forthwith rectify or remove & re-construct the work so specified in whole or in part, and/or remove materials or articles so specified and provide other proper and suitable materials or articles at his own expense, notwithstanding that same may have been *inadvertently passed, certified and paid* for and in event of his failing to do so within the PERIOD TO BE SPECIFIED BY THE Architect(s)/Project Engineer in his notice aforesaid, the Project engineer may rectify or remove and replace with others the materials or articles complained of, as the case may be, by other means AT THE RISK AND EXPENSE OF THE CONTRACTOR.

39.1 In case of repairs and maintenance works, splashes and droppings from white-washing, painting, etc., shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual rooms, quarters or premises, etc. where the work is done, without waiting for completion of all other items of work in the Contract. In case the Contractor fails to comply with the requirements of this condition, the Project Engineer shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Project Engineer shall give three days' notice in writing to the Contractor.

Urgent Works

40. If any Urgent Work (in respect whereof the decision of the Architect(s)/Project Engineer shall be final and binding) becomes necessary and the Contractor is unable or unwilling at once to carry it out, Architect(s)/Project Engineer may, by his own or other working people carry it out, as he may consider necessary. If the Urgent Work shall be such as the Contractor is liable under the Contract to carry out at his expense, all expenses incurred on it by Corporation shall be recoverable from Contractor and be adjusted or set off against any sum payable to him.

Changes in Constitution

41. Where the Contractor is a partnership firm, prior approval in writing of the Accepting Authority shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu Undivided Family business concern such approval as aforesaid shall like-wise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out work hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained the Contract shall be deemed to have been assigned in contravention of Condition 38(j) hereof and same action may be taken and the same consequences shall ensue as provided for in the said Condition 38.

Valuation and Payment

Records and Measurement

42. The Project Engineer/Architect shall, except as otherwise stated, ascertain and determine by measurement the value in accordance with the Contract of work done in accordance therewith.

42.1 All items having a financial value shall be entered in Measurement Book, Level Book etc. prescribed by the Corporation so that a complete record is obtained of all work performed under the Contract.

42.2 Measurements shall be taken jointly by the Clerk-of-Works/Project Engineer and by the Contractor or his authorized representative.

42.3 Before taking measurements of any work the Project Engineer or the person deputed by him for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorized representative for measurements after such a notice or fails to countersign or to record the objection within a week from the date of measurements, then in any such event measurements taken by the Clerk-of-Works/Project Engineer or by the person deputed by him shall be taken to be correct measurements of the work.

42.4 The Contractor shall, without extra charge, provide assistance with every appliance, labour & other thing necessary for measurements.

42.5 Measurements shall be signed and dated by both the parties each day on the Site on completion of measurements. If the Contractor objects to any of the measurements recorded on behalf of the Corporation, a note to that effect shall be made in the Measurement Book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurements.

Methods of Measurement

43. Except where any general or detailed description of the work in quantities expressly shows to the contrary, Schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates/Specification notwithstanding any provision in the relevant Standard Method of Measurement or any general or local custom. In the case of items, which are not covered by the Schedule of Rates/Specification, measurements shall be taken in accordance with relevant Standard Method of Measurement issued by Bureau of Indian Standards.

Payment on Account

44(a) R/A bills or Final bill shall be submitted by the Contractor on the progress basis which shall be certifying by the Project Engineer for the work executed. The Project Engineer shall then arrange to have the bill verified by taking or causing to be taken, where necessary the requisite measurements of the work.

44(b) All work executed, after deducting there from the amounts already paid and such other amount as may be deductible or recoverable in terms of contract.

44(c) No advance will be paid for any kind of work to be executed.

44(d) Payment will be made on the progress basis on the percentage of total project cost as per the schedule below:

Stage	Payment Stage	(%) Percentage of payments For execution of Work
I	On approval of the script with dramatized version of the script in one language and submission of layout drawing to authorities.	5 % of execution cost
II	On approval of layout by the authorities and supply & laying of cables.	10% of execution cost
III	After the receipt of major Hardware / Equipment at site.	25% of execution cost
IV	After completion of the voice recording & music etc. in first language. (Necessary DVD/hard drives loaded with recording to submitted)	10% of execution cost

V	Generating the visuals and graphics etc related to the show. (Necessary DVD/hard drives loaded with recording to submitted)	10% of execution cost
VI	On complete installation of hardware/equipment and After system integration, trial run & soft commissioning in first language.	15% of execution cost
VII	On modification, adjustment additions, alterations based on observations of stake holders and system integration in other languages as required & handing over after commissioning.	15% of execution cost
VIII	On successful running for 3 months after handing over of work.	10% of execution cost Final Payment

Note: Execution cost means "Awarded cost of Artistic work and Hardware Work"

- All the above payments are related to Project Execution Cost and shall be made on receipt of valid bills along with the supporting documents.
- As regards payments for Operation and Maintenance for three years (O & M) will be done on Quarterly basis on the basis of yearly charges which shall be paid by ITDC through a separate agreement.
- The payments shall be released in INR only.

Time Limit for Payment of Final Bill

45. The final bill shall be submitted by the Contractor WITHIN THREE MONTHS of physical completion of the Works, No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates approved by the Architect(s)/Project Engineer shall be made within the period specified hereunder, the period being reckoned from the date of receipt of the bill by Architect(s)/Project Engineer:

- (a) Contract amount not exceeding Rs.5.00 lakhs...Four months
- (b) Contract amount exceeding Rs.5.00 lakhs. Six months

45.1 After payment of the amount of the final bill payable as aforesaid has been made, the Contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the contract.

Reimbursement on Variation in Price

46. (a) Materials if after submission of the tender and or during the progress of the works, the price of any material (not being a material supplied by the Accepting Authority in accordance with the Conditions of the contract) is increased by an Act of Legislature (Central or States) and/or any notification there under or on account of new duties or levies such as octroi or on account of increase in such duties affecting the price of materials required for incorporation in the works or the price of any item to be incorporated in the works and made from materials of which the price has increased as aforesaid and the Contractor has thereupon to pay in respect and of such materials or item a price which is higher than the price of that material or item as prevailing immediately before the passing of such Act or levying, increasing of such duty, the corporation shall in case of increase in price or the duty reimburse to the Contractor the increase in price or additional or increased duty paid by the Contractor.

Overpayments and Underpayments

47.1 Whenever any claim for the payment of a sum of money to the corporation arises out of or under this contract against the Contractor the same may be deducted by the corporation from any sum then due or which at any time thereafter may become due to the Contractor under this contract and failing that under any other contract with the corporation or from any other sum due to the Contractor from the corporation (which may be available with the corporation) or from his security deposit, or he shall pay the claim on demand.

47.2 The Corporation reserves the right to carry out post payment, audit, and technical examination of the final bill including all supporting vouchers, abstracts, etc. The corporation further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under Condition 48 of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

47.3 If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract. It shall be recovered by the Corporation from the Contractor by any or all of the methods prescribed above or if any underpayment is discovered, the amount shall be duly paid to the Contractor by the Corporation.

47.4 Provided that the aforesaid right of the Corporation to adjust overpayments against amounts due to the Contractor under any other contract with the Corporation shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.

47.5 Any amount due to the Contractor under this Contract for underpayment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor, from him to the corporation on any other contract or account whatsoever.

Arbitration and Laws

Arbitration

48. Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out or relating to the Contract, designs, specifications, estimates, instructions, order or these conditions or otherwise concerning the works, or execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Chairman & Managing Director of the India Tourism Development Corporation for appointment of an Arbitrator under the Arbitration & Conciliation Act, 1996 as amended time to time. The sole Arbitrator so appointed shall not have any direct or indirect or any past or present relationship or interest in any of the parties. In this work, Archeological Survey of India shall also be a party in the proceedings before the Court of Law/Arbitration.

The arbitral proceedings shall be held in Delhi.

49. **Jurisdiction:** The contract shall be governed by the Laws of India and jurisdiction of courts for legal issue will be Delhi.

Laws Governing the Contract

50. This Contract shall be governed by the Indian laws for the time being in force.

*The Authority appointing the Arbitrator should not be lower in rank than the Authority accepting the agreement.

Reference to General Conditions of Contract

(To be signed by the Contractor(s) at the time of signing the agreement)

Condition No:

- | | |
|--|---------------------------------------|
| 3(b) Accepting Authority | India Tourism Development Corporation |
| 3 (i) Market Rate - percentage addition to
Cover profit, overheads and supervision | 15% |
| 9 (a) Estimated cost of the works put to the Tender | As per NIT only |
| (b) Earnest money (2% of the estimated Cost) | Rs. NIL |
| (c) Security Deposit | As per clause 9 (a) & (b) |
| 11 (i) Schedule of rates applicable
(Percentage adjustment to the rates in the Schedule
Of rates for pricing and pricing deviations) | Latest CPWD S.O.R./Market rate |
| 13. Time allowed for execution of work
(to be reckoned from the 7 th Day after
the date of LOI/Work Order). | 6 Months |
| 29. Compensation for delay for Artistic and Hardware work:
1% of the contract amount subject to maximum of Rs. 10,000/- per week or part thereof.
The total Compensation for delay shall further be subject to an overall maximum of 10%
(Ten percent) of the contract amount as awarded. The decision of the competent officer of
Accepting Authority shall be final and binding. | |
| 30 Defects liability Period | |
| 30.1 <i>Buildings Sanitary works, water supply works, electrical works, plant and machinery,
furniture, roads and drainage, etc., ONE YEAR</i> from the date of completion. {Artistic work
and Hardware Work (all related E&M and Civil works) etc. - ONE YEAR from the date of
completion.} | |
| 44. Running Bill/ Final bill or as certified by the Project Engineer | |
| 45. Final Bill | |
| a) Contract amount not Exceeding Rs. 5.00 lakhs | Four months. |
| b) Contract amount Exceeding Rs. 5.00 lakhs | Six months. |

Schedule 'B'

Materials for Issue to the Contractor.

(See Condition 15)

SI. No.	Particulars	Rate at which Material will Be issued		Quantity	Place of Issue
		Unit	Rs.		
1	2	3	4	5	6

-----NIL-----

Signature of
Issuing
Officer_____

Date_____

Signature of
Contractor _____

Date_____

Schedule "C"

Performa Recommending Extension of Time

- (1) Name of work
- (2) Name of Contractor/Contractor
- (3) Name of Architect(s)/Consultant(s)
- (4) Contract Amount
- (5) Final Gross Value of Work including cost of extra items
- (6) Date of award of the work
- (7) Date of commencement of work
- (8) Completion date as per the Contract
- (9) Actual date of completion
- (10) Period requiring extension
- (11) Amount of compensation for delay as per the Contract
- (12) Reference to Contractor's letter(s) of tenders seeking extension of time within due date as per contract.
- (13) Reasons for delay and justifications:
 - (a) _____
 - (b) _____
 - (c) _____
 - (d) _____
- (14) Conclusion:
 - (a) Full extension is recommended without levy of compensation amount
 - OR (b) Full extension is recommended with levy of compensation amount of Rs _____ for period _____ days

(Strike out Words which are not applicable)

SIGNATURES:

Assistant Engineer

Project Engineer

Architect

NOTE: Duplicate typed copies of extracts from the Hindrance Register should be enclosed with this Performa.

**Form of Bank Guarantee in Security Deposit in
Individual Contract**

(General Condition No, 9)

To,

India Tourism Development Corporation Ltd.
SCOPE Complex, Core 8, 6th floor, 7 Lodhi Road,
New Delhi - 110003

1. In consideration of the I.T.D.C. _____ of _____ (hereinafter called the "Corporation" which expression shall unless repugnant to the subject or context include his successors and assigns) having agreed under the terms and conditions of Contract No. _____ Date _____ made between _____ and the Corporation in connection with _____ (hereinafter called the said Contract) to accept a Deed of Guarantee as herein provided for Rs. _____ from a Scheduled Bank in lieu of the security deposit to be made by the Contractor or in lieu of the deduction to be made from the Contractor's bills, for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract we, the _____ Bank Ltd. (hereinafter referred to as "the said Bank") a company under the Companies Act 1956 and having our registered Office at _____ do hereby undertake and agree to Indemnify and keep indemnified the Corporation from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation by reason of any breach or breaches by the said Contractor of any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Corporation on demand and without demur to the extent aforesaid.

2. We _____ Bank Ltd. further agree that the Corporation shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation on account thereof and the decision of the Corporation that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation from time to time shall be final and binding on us.

3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till all the dues of the Corporation under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till _____ certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this Guarantee subject, however, that the Corporation shall have no claim under this Guarantee after _____ years from the date of expiry of the Defects Liability Period as provided in the said Contract or from the date of

cancellation of the said Contract, and the Case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period of _____ years in which case, the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period of _____ years.

4. The Corporation shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or Indemnity from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce to forebear from enforcing any of the terms and conditions governing the said Contract or securities available to the Corporation and the said Bank shall not be released from its liability under these present by any exercise by the Corporation of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Bank from its such liability.

5. It shall not be necessary for the Corporation to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank. Notwithstanding any security which the Corporation may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Corporation in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

Date this _____ Day of _____ Month 2020

For and on behalf of the Bank

The above Guarantee is accepted by the India Tourism Development Corporation/
For and on behalf of the I.T.D.C.

of _____
sd. _____
Dated _____

(Name and designation)

NOTE:

For proprietary concerns

Shri _____ son of _____
resident of _____ carrying
on business under the name and style of _____
at _____ (hereinafter called "the said Contractor" which
expression shall unless the context requires otherwise include his heirs, executors,
administrators and legal representatives).

For Partnership concerns

(a) Shri _____ son of _____
Resident of _____

(b) Shri _____ son of _____
Resident of _____ carrying on business
in co-partnership under the name and style of _____
at _____ (hereinafter collectively called "the said
Contractor" which expression shall unless the context requires otherwise include each of them
and their respective heirs, executors administrators and legal representatives).

For Companies

S/ Shri _____ a company under the
Companies Act 1956 and having its registered office at _____
in the State of _____ hereinafter called:" the said
Contractor" which expression shall enter the context requires otherwise include its successors
and assigns).

Section – 4
Special Terms & Conditions

1. GENERAL

These Special Conditions shall be read in conjunction with the General Terms and conditions and shall take precedence over the General Conditions in case of any difference between the two.

2. OWNER AND SITE

The name and address of the owner responsible for the preparation of the contract agreement/documents are as follows:

OWNER INDIA TOURISM DEVELOPMENT CORPORATION
 6TH FLOOR, SCOPE COMPLEX
 LODHI ROAD, NEW DELHI 110003

SITE **Leh Palace, Leh, Ladakh.**

3. SCOPE OF WORK

The implementation of the proposals shall be as per the guidelines of MOT/State Govt. which includes the Artistic work, Hardware work (all connected E&M related works) except Major Civil work, successful installation & handing over of show and Operation & Maintenance of work for three years etc.

The agency appointed to execute the show will be responsible for the following areas of work pertain to Artistic direction, Hardware work (all connected E&M related works) except Major Civil work and Operation & Maintenance work for 3 years.

3.1 Artistic Work:

- i. Research, Approach and creation of Storyline and dramatization. The successful bidder has complete creative freedom to conceptualize and design theme for the show. The theme shall be revolving around history of Leh Palace or Buddhism or Culture of Leh, Ladakh, or as perceived etc.
- ii. Writing script in one language i.e. in Hindi duly dramatized and seeking approval from the appropriate authority. Making necessary amendments as suggested, if any.
- iii. Writing/Translate the Script in other Language i.e. in English after due approval of Script in first language.
- iv. The script including dramatization shall be in Hindi and English language.
- v. To submit Script through ITDC and assist for obtaining approvals from concerned authorities. The same has to be modified, wherever required, as per the requirements and satisfaction of the concerned authorities.
- vi. The script shall be compatible to be implementing on the proposed technology.
- vii. To arrange proper voice-over, recording in both the languages i.e. Hindi and English.
- viii. To arrange background music (original score) from reputed music director, recording, mixing, re-mixing, Tracking etc.
- ix. Visualizing the content as per the Concept and Storyline.
- x. Creating the content as per the technology proposed to be used based on Concept.
- xi. Technology proposed and equipment & software to be used shall be of proper license & warranty/ extended warranty as per tender specifications.
- xii. Submission of necessary documents in the form of hard/soft copies.

- xiii. Duration of the show shall be **30 to 40 minutes** in each language.
- xiv. Transferring the voice-over and content generated in the suitable format.
- xv. Programming the content along-with the voice-over, lighting integration, alignment etc.
- xvi. Final system integration for soft commissioning of the project.

3.2 Hardware Work (all Connected E&M related works) except Major Civil work:

- i. To submit all drawings, documents, applications through ITDC and assisting ITDC to obtain approvals from concerned authorities regarding layouts, electricity, water etc. The Concept offered by the bidders shall be with full consideration of the site conditions. However, the plan submitted by the Vendor for approval shall be forwarded to concerned authority and would be followed up by Vendor and ITDC jointly. The plans may be modified wherever required as per the requirements of Archeological Survey of India (ASI)/MoT authorities.
- ii. Layout Design of the Viewers gallery, its position, placement of equipment, control room and any other physical structure, if any, to be defined for its approval from concerned authorities.
- iii. Execution of works for the viewer's gallery and surrounding area for minimum 200 persons (as per description on the drawing) with proper lighting and the control room as per the concept perceived including required signage on approach road.
- iv. Supply, Installation, Testing and Commissioning of Hardware as per the details submitted in the proposal and as per the approved concept & design along with Schedule of Quantities. The challan for material delivered at site shall be submitted to the concerned Engineer.
- v. After the show is soft commissioned, the same will be previewed by the Ladakh Tourism/ASI. Any suggestion in the concept / integration etc. received from the ITDC/Ladakh Tourism and Archeological Survey of India (ASI) should be incorporated before the show is finally commissioned and taken over.
- vi. To submit the as built drawings related to the show, Operation & Maintenance manual along with guarantee cards etc. in soft and hard copies at the time of handing over of the work.
- vii. Two copies of the cloning of the show in both languages shall be submitted after the commissioning and handing over of the show. In addition to above, three sets of show recorded in DVD or other media in the required format for all languages is to be submitted.
- viii. Essential Services: The bidder shall provide the essential services like Public Address system, Monitor speakers in the control room, pathway lighting for visitors as required, gallery lighting, CCTV for all the installed equipment and around gallery area, Danger plates, Earthing, Signage with the Incredible India logo's of Ministry of Tourism, ASI and ITDC.
- ix. To operate the show for three months as per requirement after the commissioning including training of staff of the ITDC/ASI for its operation.

3.3 Operation and Maintenance Work:

- i. To operate the show for 3 years after the commissioning/Handing over. This operation and maintenance shall be started after three months of handing over of the project.
- ii. To operate required two numbers of shows as per direction of Ladakh Tourism/ASI on daily basis (with weekly off) by employing Trained/Qualified staff who is well versed with the technology used.
- iii. In the first year of operation, there will be defect liability period of 12 months from the date of completion and handing over whereby defects, if any, noticed during the period shall be rectified by the Contractor free of cost. Also the equipments are warranted for 12 months, therefore, the bidder should quote the operation & maintenance cost for 1 to 3 years taking into consideration the above facts. The first year shall not include any cost of maintenance except consumables and operations of the shows. The bidder is required to quote for comprehensive maintenance with operations and consumables of the shows from 2nd year onwards. Price quoted shall be inclusive of all spares, consumables except for electricity, water and fuel etc. which would be borne by Ladakh Tourism/Client.
- iv. **Payment terms:** Payments for operation and maintenance (3 years) will be done on Quarterly basis on the yearly charges after satisfactory work and payments shall be released by ITDC through a separate agreement.
- v. A Separate agreement in this regards will be executed between ITDC and the successful bidder incorporating the terms as may be required by the ITDC/ASI for smooth Operation and Maintenance of the show including the legal clauses of dispute and jurisdiction.
- vi. The Contractor shall submit a performance Guarantee of 10% of O&M Cost before execution of O&M agreement, which shall be released after completion of O&M period of 3 years.

Note: The work shall be executed as per the applicable statutory guidelines of ITDC/ASI/Ladakh Tourism/MoT.

4. COOPERATION/ COORDINATION WITH OTHER AGENCIES

During the currency of the contract, a number of contractors may be on site to execute works under their respective contracts for other service. The contractor shall offer full cooperation to all agencies and coordinate.

No claim shall be entertained from the contractor on the plea that the work has been executed in the above circumstances or under difficult conditions, it shall be the responsibility of the contractor to enforce necessary discipline among his workers and staff to ensure smooth working at the site in spirit of cooperation and amity with all other agencies.

5. SITE HAZARD

The contractor shall ensure cleanliness and keep the site free from all debris, hazardous material loose wire open wired and any other material and avoid damage due to negligence.

6. ITDC or concern department mentioned by the bidder in the tender, at its own discretion, may visit/inspect the site of the show. Bidder has to coordinate for the visit/inspection.

7. In case of consortium, the prime conditions are defined below:

- a) There can be a maximum of 3 (Three) members in a Consortium.
- b) The Consortium should satisfy both the Technical and Financial criteria for the Sound and Light Show Project.
- c) All the members of Consortium need to sign Joint Bidding Agreement as per **Annexure V** and to be submitted along with the Bid / Proposal. No change in the constitution of consortium will be allowed during the currency of Contract. Proposals submitted by a Consortium must provide a written agreement (Joint Bidding Agreement as per **Annexure V**) to be signed by each member of the Consortium and also, on their respective company Letter-head duly signed by the authorized signatory of the member which describes the responsibilities and equity commitments of that member in the Consortium. One of the Consortium members would be required to be nominated as Lead Member.
- d) The Consortium shall form a Special Purpose Vehicle (SPV) registered under the Indian Companies Act 2013 in India for the implementation of the Project. SPV shall be formed after issuance and acceptance of Letter of Intent (LOI) within **15 working days** from the receipt of LOI. The SPV would enter into the Agreement with ITDC and subsequently carry out all the obligations of the Successful Bidder and undertake the Project as stipulated in the tender. The proposed shareholding of the members of the Consortium in the SPV must be in compliance with the criteria specified in the Joint Bidding Agreement. However, the composition of the Consortium/JV shall not be changed by the Bidder.
- e) In addition to the above obligations of the Consortium, the Lead Member of the Consortium shall maintain a minimum equity component of at least 51% throughout the Term, in the SPV so formed under this clause.
- f) All Members of the Consortium shall be jointly and severally liable for the Project in accordance with the terms of the tender and a statement to this effect shall be included in the Joint Bidding Agreement. ITDC may require such documents / undertakings/ indemnities as it may deem fit from consortium members before or at the time of issuance of Letter of Intent/ signing of the Agreement.
- g) The Lead Member nominated at the time of submission of the Proposal shall continue to be the Lead Member of the SPV. Such Lead Member shall hold authorization in the form of Power of Attorney. The Proposal must designate one person to represent the Bidder in its dealings with ITDC. Unless specifically advised to the contrary, ITDC will assume that the person designated is authorized to perform all tasks, including, but not limited to, providing information, responding to inquiries and entering into contractual commitments on behalf of the Company or the Consortium as the case may be.
- h) All pertinent information that may affect the performance of the responsibilities of any Consortium member – such as ongoing litigation, financial distress, or any other such matter – must be disclosed.

8. Pre-bid Meeting:

A Pre-bid meet is **scheduled on 01.02.2021 at 1100 Hrs** onwards through Video Conferencing. Bidders shall send their request to attend the pre-bid meeting by email to bmsharma@itdc.co.in on or before **31.01.2021 upto 1700 Hrs** to get the link of the video conference. Interested parties are requested to be present during the above pre-bid meeting for the brief and any clarification to be addressed. **No clarifications after the Pre-Bid meeting will be entertained.** Parties are expected to send their queries

in advance by email before the date of pre-bid meeting. In case any of the suggestion of those present in pre-bid meeting are accepted, same would be uploaded on site.

9. TIME OF COMPLETION

The work shall be completed in all respect within **6 Months** from the 7th day of issue of Letter of Intent (LOI). The bidders have to submit the date wise schedule of activities within 7 days.

10. ACCESSIBILITY

The contractor shall verify the sufficiency of the size of the location where the equipments to be installed. His failure to communicate insufficiency of any of the above shall constitute his acceptance to sufficiency of the same. The contractor shall locate all equipment, which must be serviced operated or maintained in fully accessible positions. The contractor shall make all the necessary repairs and changes at his own expenses.

11. RATE

The work shall be treated as work contract basis and rates tendered shall be for complete items of work inclusive of all taxes except GST as applicable.

In case of reversal of tender on completion of work and preparation of post comparative statement of various agencies who quoted for the work. The overall lowest amount obtained in the post comparative statement shall be payable against the final bill of the working agency.

The rates quoted by tenderers shall be exclusive of GST which shall be reimbursed separately after receiving claim of the contractor duly supported with deposited challans for GST paid by the contractor.

12. WATER AND ELECTRICITY

Providing temporary electrical & water connection for installation only shall be facilitated by ITDC/ ASI through respective department at one point on payment by the successful bidder on the basis of actual consumption. Distribution and the metering system shall be responsibility of the executing vendor. OR the vendor shall make its own arrangement of Water & Electricity during the installation. Water & electricity charge for soft commissioning and for running the show would be provided by ITDC/Client.

13. Any equipment/material damaged before the handing over, the replacement and risk etc to be borne by the executing vendor.
14. **Force Majeure:** Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. The party affected by an event of Force Majeure will immediately notify the other party of such an event and will also notify the unaffected party on cessation of disability resulting from such Force Majeure act.
15. Two persons nominated by ITDC / ASI should be trained to operate the show for three months. During this period, the Successful bidder will provide all assistance for system operation at no extra cost.

16. **Ownership:** The Script and its recording shall have the sole ownership of ITDC / ASI and will not be utilized by the Successful bidder in any form.
17. **Agreement:** On award of work, the Successful bidder will enter into an agreement on a Non- Judicial Stamp paper of Rs. 100.00 to be provided by the successful bidder as per the format **in Section 5** and all communications including this tender will be part of the agreement documents.
18. There is no involvement of Architect/Consultant in this work.
19. The bidder shall be notified about their marks secured at two stages i.e. after the Technical evaluation stage and thematic presentation before opening of the Financial Bid.
20. Separate Agreement for Execution of Project (Artistic and Hardware Work) shall be made between ITDC and Successful bidder before release of any payment and Payments shall be made by ITDC.
21. In case of deductions from the bills of the executing agency, except statutory deductions, a speaking letter be issued within seven days of such deductions, to the party recording the reasons in support of deductions to ensure that decision of such deductions is not a result of whim or fancy but arrived at after considering the relevant clauses of the NIT, breach, laps on the part of the party whereby ITDC is entitled for deductions.
22. **Time Limit of Payment of Final Bill:**

The final bill shall be submitted by the Vendor after Handing over of the Works and the payment shall be made as per payment terms defined at clause no 44 of GCC. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates approved by the Project Engineer and shall be made as per ITDC Standard Guidelines.

23. Other agreement for O&M work shall be made between Successful bidder & ITDC after handing over of project and Payment for O/M work shall be made by ITDC.

24. **Compensation for delay for Artistic and Hardware work:**

1% of the contract amount subject to maximum of Rs. 10,000/- per week or part thereof. The total Compensation for delay shall further be subject to an overall maximum of 10% (Ten percent) of the contract amount as awarded. The decision of the competent officer of Accepting Authority shall be final and binding.

In case, the agency is not able to perform as per the satisfaction of the ITDC or in case of in-ordinary delay, the ITDC reserves the right to terminate the Contract and the firm will be liable to compensate for the loss.

Section 5
FORMAT FOR AGREEMENT

(To be executed on non-judicial stamp paper of Rs 100/- with the Successful Bidder)

This Agreement (hereinafter referred to as the "**Agreement**") is executed this [insert] day of [insert], 2020

BY AND BETWEEN

INDIA TOURISM DEVELOPMENT CORPORATION LIMITED, a company incorporated under the provisions of The Companies Act, 1956 having its Registered Office at Scope Complex Core 8, 6th Floor, 7 Lodhi Road, New Delhi - 110003, India (hereinafter referred to as "ITDC", which expression shall, unless the context otherwise specifies, be deemed to mean and include its successors and permitted assigns) OF THE FIRST PART represented by its authorised signatory;

AND

M/s _____ having its Registered Office / Office at _____ (hereinafter referred to as the Second Party or the Successful bidder), which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors and permitted assigns) OF THE SECOND PART;

Whereas the First Party is desirous of executing the Sound and Light/Multimedia Show at **Leh Palace, Ladakh** and has invited tenders describing the works to be done from the agency.

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

And whereas the Second Party has necessary experience and expertise to plan and execute the show and whereas he/she/they has/have agreed to undertake the Project of the of high standard in Two languages at an agreed/settled amount of Rs. _____ (Rupees.....) inclusive of all expenditure and all taxes applicable excluding GST as applicable.

And whereas the First party believing the assurance and representation as true and correct has awarded the work the second party terms and conditions as set herein below.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS;

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

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

- 1.
- 2.
- 3.

NOW IT IS HEREBY AGREED AS FOLLOWS;

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

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

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

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

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

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

The First Party shall pay the Second Party the said amount of Rs._____ (Rupees _____) or such amounts that shall become payable at the time and in the manner as specified in the tender. All such payments shall be

subject to tax deduction at source etc. As required by the State, against which the First Party shall furnish necessary certified copy to the Second Party.

The Second Party will supply two sets of script in each of the languages.

This contract shall be subject to Force Majeure.

PERFORMANCE SECURITY

The performance Security submitted during the award of contract of 3% of the Project Execution Cost as interest free **Security Deposit** in the form of Account Payee Demand Draft/ Bank Guarantee from a commercial bank in an acceptable form, the Bank Guarantee should remain valid for a period of one year beyond from the date of completion & handing over of all works related to show. The Security Deposit will be released after successful performance of the contractual obligation.

Liquidated damages for delay - 1% of the Project Execution Cost amount subject to maximum of Rs.10,000/- per week or part thereof. The total liquidated damages of delay should be subject to an overall maximum of 10% of the Project Execution Cost. In case, the Agency is not able to perform as per the satisfaction of the ITDC or in case of in-ordinary delay, the ITDC reserves the right to terminate the Contract and the firm will be liable to compensate for the loss.

In pursuant to an order/direction of Government of India or any statutory authority, the First Party is constrained to foreclose this agreement before the period of completion, the agreement shall be treated as close with effect from the date of the foreclosure notice.

However, the Second Party shall be paid proportionately to the extent of the work completed by him till the date of the issue of the said foreclosure notice.

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

That the Second Party shall comply with all applicable permits and Applicable Laws in the performance of the obligations under this Agreement

Arbitration : Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out or relating to the Contract, designs, specifications, estimates, instructions, order or these conditions or otherwise concerning the works, or execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Chairman & Managing Director of the India Tourism Development Corporation for appointment of an Arbitrator under the Arbitration & Conciliation Act,1996 as amended till date. The sole Arbitrator so appointed shall not have any direct or indirect or any past or present relationship or interest in any of the parties. In

this work, Archeological Survey of India shall also be a party in the proceedings before the Court of Law/Arbitration. The proceedings shall be held in Delhi.

Jurisdiction: The contract shall be governed by the Laws of India and jurisdiction of courts for legal issue will be Delhi.

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

Agreed for and behalf of
I.T.D.C (First Party)

Agreed by Second Party

(Name and Signature with seal)
In the presence of

(Name and Signature with seal)
In the presence of

1.

1.

2.

2.

Section – 6

Terms of Operation & Maintenance Contract

- 1 The Bidders have to quote separately for the operation cost for **two shows** on daily routine basis (With one weekly off) as per direction of Ladakh Tourism/ASI by employing Trained/Qualified staff who is well versed with the technology used.
- 2 The Financial implication of operation and maintenance cost will not be part of Total Project Execution Cost. The cost for operation & maintenance for 3 years i.e. **Part C** is to be quoted separately in the Financial Bid.
- 3 This operation and maintenance Contract shall be started after three months of handing over of the project.
- 4 Bidders to quote lump sum for all components of the project as per heads mentioned in Financial Bid. In the first year of operation, there is defect liability clause of 12 months from the date completion and handing over whereby defects, if any, noticed during the period shall be rectified by the successful Bidder. Also the equipment is warranted for 12 months, therefore, the bidder should quote the operation & maintenance cost for 1 to 3 years taking into consideration the above facts. The first year shall not include any cost of maintenance except consumables and operations of the shows. The bidder is required to quote for comprehensive maintenance with operations and consumables of the shows from 2nd year onwards. Price quoted shall be inclusive of all spares, consumables except for electricity, water and fuel etc. which would be borne by Ladakh Tourism/Client.
- 5 The equipment, viewing gallery and surrounding areas etc. shall be cleaned on daily routine basis and no foreign particle shall be visible. The successful bidder shall also carry out all activities, servicing and preventive maintenance as notified by the key equipment's manufacturers.
- 6 The show timings will be notified by the concerned authorities well in advance and staff shall be available at least two hours before the show for daily routine maintenance.
- 7 The successful bidder shall provide Manpower/workforce (the "technical staff") suitable for the job work specified by the ITDC/ASI/Ladakh Tourism and communicated to the Bidder in writing. In case the staff provided by the successful bidder is not found satisfactory, the successful bidder shall agree to replace such staff forthwith.
- 8 The Agreement for operation & maintenance shall be for a period of **Three years** including the defect liability period of one year.
- 9 The Contractor shall submit a performance Guarantee of 10% of O&M Cost before execution of O&M agreement, which shall be released after completion of O&M period of 3 years.
- 10 Bidders to quote rates for three years as per attached financial bid. The successful bidder will also ensure that the adequate technical and other staff provided by the Bidder is of good character, well behaved, skillful in the trade required for the performance of the duties assigned and does not indulge into any activity harmful to the reputation and image of the ITDC/ASI/Ladakh Tourism or its employee. In the event of any complaint received by the ITDC/ASI/Ladakh Tourism against any of the workers of the Bidder, the same shall be forwarded to the successful bidder for remedial action and is expected to take such action expeditiously.
- 11 It is clearly understood by and between the parties to the Agreement that the staff shall at all times and for all purpose shall be the employees of the successful bidder.

- 12 Prices quoted shall remain firm and free from any fluctuation/escalation during the contract of operation & maintenance period.
- 13 In case at any time, the show is not operative due the reasons attributable to successful bidder, a penalty of Rs. 5,000.00 per day will be levied. In case of continuous disruption of show for more than fifteen days for the reasons attributable to successful bidder, ASI has right to take appropriate action including termination of the contract without any notice and forfeit the due payments for this work.
- 14 In case of any technical snag, the successful bidder team will rectify such snag promptly.
- 15 ITDC will not interfere or influence in any manner the selection or engagement of the staff. Further, Ladakh Tourism/ASI will not be responsible for or otherwise concerned with, the employment or non employment of the Staff by way of discharge, termination dismissal or retrenchment or re-employment.
- 16 The successful bidder shall be solely responsible for complying with all the provisions of EPF and Misc. Provisions Act, 1952 and ESI Act relating to manpower engaged for this contract and in the event of any liability by virtue of its being principal employer due to failure of the contractor shall indemnify and reimburse the amount payable by ITDC/ASI on this account.
- 17 The successful bidder or the staff will not act in a manner derogatory to or inconsistent with the ITDC/ASI high standard and reputation or its business or cause nuisance in the management of the business or its customers or visitors.
- 18 The successful bidder shall indemnify the ITDC/ASI/Ladakh Tourism from any claim made or damages suffered by reason of any fault on the part of the successful bidder, or his employees in due observance and performance of the provisions of applicable laws.
- 19 That the successful bidder shall comply with all applicable permits and Applicable Laws in the performance of the Operator's obligations under this Agreement.
- 20 **LOG BOOK:** A log book for show shall be maintained at the site and all day to day check vis-à-vis the periodical maintenance, special maintenance, break down shall be recorded.
- 21 **Payment terms:** Payments for operation and maintenance (3 years) will be done on Quarterly basis on the yearly charges after satisfactory work. These payments shall be released by ITDC.
- 22 A Separate agreement in this regard will be executed between ITDC and the successful bidder incorporating the terms as may be required by the ASI for smooth Operation and Maintenance of the show including the legal clauses of dispute and jurisdiction.
- 23 Arrangement of show tickets, ticket counter shall be arranged by the ASI/Ladakh Tourism.

Section 7
Pre Contract Integrity Pact, Fraud Prevention Policy and Business
Responsibility Policy

INTEGRITY PACT

(To be executed on a non-judicial stamp paper of Rs. 100/- or the amount as may be applicable in the respective state - whichever is higher)

This Integrity Pact (hereinafter referred to as the Agreement) is made on this ____ day of the month of _____ 20____

Between

India Tourism Development Corporation Ltd (hereinafter referred to as ITDC is a Government of India Undertaking) a company duly incorporated and existing under the provisions of the Companies Act, 1956, having its registered office at having its Registered Office at SCOPE Complex, Core 8, 7 Lodi Road, New Delhi-110003 (hereinafter referred to as the Principal, which expression shall unless repugnant to the meaning of context hereof include its successors and permitted assigns).

And

M/s. _____ (name and address of the Individual/firm/company/consortium members) through _____ [mention details of the duly authorized signatory] (hereinafter referred to as the Bidder/Contractor which expression shall unless repugnant to the meaning of context hereof include its successors and permitted assigns).

Preamble

Whereas, the Principal has floated a Tender _____ [Tender No.] (hereinafter referred to as Tender) and intends to award under laid down procedures, contract(s)/purchase order/work order/ for _____ [name of the contract/order] or items covered under the tender (hereinafter referred to as the Contract).

Whereas, the Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

Whereas, in order to achieve these goals, the Principal has appointed competent and credible Independent External Monitors (IEM's) for this Pact after approval of Central Vigilance Commission.

Whereas to meet the aforesaid purpose both parties have agreed to enter into this Integrity Pact (hereinafter referred to as the Agreement), the terms and conditions of which, shall be read as an integral part of the tender document and contract between the parties.

Now, Therefore, in consideration of the mutual covenants contained in this Pact, both parties hereby agree as follows:-

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there is a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s)/Contractor(s)

The Bidder(s)/Contractor(s) commit them self to take all measures necessary to prevent corruption.

1. The bidder(s)/Contractors(s) commit them self to observe the following principles during participation in the tender process and during the contract execution:-

a. The Bidder(s) / contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. And the details as mentioned in the 'Guidelines on Indian Agents of Foreign suppliers' shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupee only.

In a tender, either the Indian Agent on behalf of the Principal/OEM or the Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s)/Contractors who have signed the integrity pact shall not approach the courts while

representing the matter to IEM's and shall wait for their decision in the matter.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or terminate the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression and action will be taken as per the procedure prescribed in the "Guidelines on banning of business dealings" of the Principal.

Section 4: Compensation for Damages

Without prejudice to any rights that may be available to the Principal under law or Contract or its established policies and laid down procedures, the Principal shall have the following rights in case of breach of this Agreement by the Bidder(s)/Contractor(s).

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to the Earnest Money Deposit / Bid Security Amount of the Bidder/Contractor.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the as per the procedure mentioned in the "Guidelines on Banning of business dealings" of the Principal.

Section 6: Equal treatment of all Bidders/Contractors.

1. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor(s).

2. The Principal will enter into Agreements with identical conditions as this one with all bidders, contractors.

3. The Principal will disqualify from the tender process all bidders who do not sign and submit this Integrity Pact along with their Technical Bid for this Tender or violate its provisions at any stage of the tender process.

Section 7: Violations of the Integrity Pact

If the Principal obtains knowledge of conduct of a Bidder, Contractor, or of an employee or a

representative or an associate of a Bidder, Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors (IEM)

1. The Principal will appoint competent and credible Independent External Monitor for this Pact after approval of Central Vigilance Commission.

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

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The monitor would have access to all contract documents whenever required. It will be obligatory for him/her to treat the information and documents of the bidders/contractors as confidential. He/she reports to the C&MD, ITDC.

3. The Bidder/Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the principal including that provided by the contractor. The contractor will also grant the monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to sub-contractors (if any).

4. The Monitor is under contractual obligation to treat the information and documents of the Bidders(s)/ contractor(s)/ sub-contractors(s) with confidentiality. The monitor has also signed declarations on 'Non- Disclosure of Confidential Information' and of 'Absence of conflict of interest'. In case of any conflict of interest arising at a later date, the IEM shall inform C&MD (ITDC) and recuse himself/herself from that case.

5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the C&MD, ITDC within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8. If the Monitor has reported to the C&MD, ITDC, a substantiated suspicion of an offence under relevant IPC/PC Act, and the C&MD, ITDC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

1. This pact begins when both parties have signed this Agreement. It expires for the Contractor 12 months after the last payment under the contract and for all other bidders 6 months after the contract has been awarded.

2. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

3. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Agreement as specified above, unless it is discharged / determined by C&MD of ITDC.

Section 10 - Other provisions

1. This Agreement is subject to Indian Law, the place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.

2. Changes and supplements, as well as termination notices need to be made in writing. Side agreements have not been made.

3. This agreement must be signed by the duly authorized signatory only. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members. In case of any change in partnership/consortium the new partner or member will have to sign this document.

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

5. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

6. In the event of any contradiction between this Agreement and its annexure, the clause of the Agreement will prevail.

For the sake of brevity, both the parties agree that this Agreement will have precedence over the Tender/Contract documents with regard to any of the provisions covered in this Agreement.

(For & on behalf of the Principal)
(Office Seal)

(For & on behalf of the Bidder)
(Office Seal)

Place: _____
Date: _____

Witness-1

Signature:
Name:
Address

Witness-2

Signature:
Name:
Address:

Fraud Prevention Policy – ITDC

INTRODUCTION

ITDC has placed adequate systems and procedures commensurate to its nature of business such as Licensing Procedure, Purchase Procedure, Engineering & Works Manual, Delegation of Power etc. for ensuring the orderly and efficient conduct of business in an honest, ethical and transparent manner without any bias or malafide.

Further as per Schedule V to SEBI (LODR) Regulations, 2015 relating to Corporate Governance provisions requirement, ITDC has placed a whistle blower policy. This policy envisages the Corporation to put in place a mechanism for employees to report to the Management about unethical behaviour, actual or suspected fraud or violation of conduct rules.

Clause 34(2)(f) of the SEBI (LODR) Regulations, 2015 requires top 500 companies (based on market Capitalization) to give in its Annual Report the Business Responsibility Report describing the initiative taken by the Company from an environmental, social and governance perspective. Principal 1 of the policy requires that businesses should not engage in practices that are abusive, corrupt, or anti-competition. Pursuant to this, it is considered appropriate to formulate and implement a FRAUD PREVENTION policy in the Company.

OBJECTIVES

The objective of the "Fraud Prevention policy" is to provide a system for detection, reporting and prevention of fraud, whether committed or suspected. The policy will provide a framework and lay down a procedure for detection, reporting and prevention of fraud or suspected fraud. The policy will ensure that management is aware of its responsibilities for detection and prevention of fraud and for establishing procedures for preventing fraud and/or detecting fraud when it occurs.

SCOPE OF THE POLICY

The policy applies to all frauds committed or suspected linked to the business of the Company involving any employees as well as representatives of vendors, suppliers, contractors, consultants, service providers or any outside agency doing business with the company.

DEFINITION OF FRAUD

"Fraud" is a wilful act intentionally committed by an individual(s) - by deception, suppression, cheating or any other fraudulent or any other illegal means, thereby, causing unlawful gain(s) to self or any other individual(s) and wrongful loss to other(s), whether in cash or kind.

ACTIONS CONSTITUTING FRAUD

While fraudulent activity could have a very wide range of coverage, the following are some of the act(s) which constitute fraud. The list given below is only illustrative and not exhaustive :-

- i. Forgery or alteration of any document or account belonging to the Company.
- ii. Forgery or alteration of cheque, bank draft or any other financial instrument etc.
- iii. Misappropriation of funds, securities, supplies or others assets by fraudulent means etc.
- iv. Falsifying records such as pay-rolls, removing the documents from files and /or replacing it by a fraudulent note etc.
- v. Willful suppression of facts/deception in matters of appointment, placements, submission of reports, tender committee recommendations etc. as a result of which a wrongful gain(s) is made to one and wrongful loss(s) is caused to the others.
- vi. Utilizing Company funds for personal purposes.
- vii. Authorizing or receiving payments for goods not supplied or services not rendered. Destruction, disposition, removal of records or any other assets of the Company with an ulterior motive to manipulate and misrepresent the facts so as to create suspicion/suppression/cheating as a result of which objective assessment/decision would not be arrived at.

Any other act that falls under the gamut of fraudulent activity. Suspected improprieties concerning an employee's moral, ethical, or behavioural conduct, should be resolved by departmental management and Employee Relations of Human Resources rather than under Fraud Policy.

REPORTING OF FRAUD

Any employee, representatives of vendors, suppliers, contractors, consultants, service providers or any outside agency doing business with the company as soon as he / she comes to know of any fraud or suspected fraud or any other fraudulent activity must report such incident(s). Such reporting shall be made to the designated Nodal Officer(s) nominated by the Company for this purpose from time to time. If, however, there is shortage of time such report should be made to the immediate HOD whose duty shall be to ensure that input

received is immediately communicated to the Nodal Officer. The reporting of the fraud normally should be in writing. In case the reporter is not willing to furnish a written statement of fraud but is in a position to give sequential and specific transaction of fraud/suspected fraud, then the officer receiving the information/Nodal Officer should record such details in writing as narrated by the reporter and also maintain the details about the identity of the official / employee / other person reporting such incident. Reports can be made in confidence and the person to whom the fraud or suspected fraud has been reported must maintain the confidentiality with respect to the reporter and such matter should under no circumstances be discussed with any unauthorised person.

All reports of fraud or suspected fraud shall be handled with utmost speed and shall be coordinated by Nodal Officer(s) to be nominated.

On receiving input about any suspected fraud/nodal officer(s) shall ensure that all relevant records documents and other evidence is being immediately taken into custody and being protected from being tampered with, destroyed or removed by suspected perpetrators of fraud or by any other official under his influence.

DUTY OF NODAL OFFICER

The "Nodal Officer" shall, refer the details of the Fraud/suspected fraud to the Vigilance Department of ITDC, immediately for further appropriate investigation and needful action.

During receipt of information of Fraud/Suspected Fraud, it would be the duty of Nodal Officer to verify the identify of the Complainant. Anonymous Complaint should not be acted upon. After verification of the identify of the Complainant, the Nodal Officer should keep the identity of the Complainant secret.

After completion of the investigation, due & appropriate action, which could include administrative action, disciplinary action, civil or criminal action or closure of the matter if it is proved that fraud is not committed etc. depending upon the outcome of the investigation shall be undertaken.

Vigilance Department shall apprise "Nodal Officer" of the results of the investigation undertaken by them. There shall be constant coordination maintained between the two.

RESPONSIBILITY FOR FRAUD PREVENTION/CREATING AWARENESS/CIRCULATION OF POLICY

It is the responsibility of every employee, representatives of vendors, suppliers, contractors, consultants, service providers or any outside agency doing business with the company to ensure that there is no fraudulent action being indulged in, in their own area of activity/responsibility. As soon as they learn of any fraud or have suspicion regarding it, they should immediately report the matter as per the procedure laid down in the policy.

All vendors, suppliers, contractors, service providers, consultants and other agencies having business relations with the company are required to affirm to the Fraud Prevention policy of the company. As such this policy document shall form a part of the tender/RFP document and shall have to be concurred to by all bidders.

All Departmental Heads shall be responsible for proper implementation of the Fraud prevention policy of the company. The Nodal officers have powers to take corrective actions as per this policy. Name and contact number of nodal officers shall be available on Website and all prominent locations. Efforts will be made to keep the name of the informer secret.

The company recognises that employee/stakeholders awareness is essential for effective detection/prevention of fraud/suspected fraud. As such the company shall put in place adequate communication mechanisms for dissemination of information about the policy and its importance to the corruption free governance of the company.

Business Responsibility Policy

Businesses should respect and promote human rights

1. Businesses should understand the human rights content of the Constitution of India, national laws and policies and the content of International Bill of Human Rights. Businesses should appreciate that human rights are inherent, universal, indivisible and interdependent in nature.
2. Businesses should integrate respect for human rights in management systems, in particular through assessing and managing human rights impacts of operations, and ensuring all individuals impacted by the business have access to grievance mechanisms.
3. Businesses should recognize and respect the human rights of all relevant stakeholders and groups within and beyond the workplace, including that of communities, consumers and vulnerable and marginalized groups.
4. Businesses should, within their sphere of influence, promote the awareness and realization of human rights across their value chain.
5. Businesses should not be complicit with human rights abuses by a third party.

Business should respect, protect, and make efforts to restore the environment

1. Businesses should utilize natural and manmade resources in an optimal and responsible manner and ensure the sustainability of resources by reducing, reusing, recycling and managing waste.
2. Businesses should take measures to check and prevent pollution. They should assess the environmental damage and bear the cost of pollution abatement with due regard to public interest.
3. Businesses should ensure that benefits arising out of access and commercialization of biological and other natural resources and associated traditional knowledge are shared equitably.
4. Businesses should continuously seek to improve their environmental performance by adopting cleaner production methods, promoting use of energy efficient and environment friendly technologies and use of renewable energy.
5. Businesses should develop Environment Management Systems (EMS) and contingency plans and processes that help them in preventing, mitigating and controlling environmental damages and disasters, which may be caused due to their operations or that of a member of its value chain.
6. Businesses should report their environmental performance, including the assessment of potential environmental risks associated with their operations, to the stakeholders in a fair and transparent manner.
7. Businesses should proactively persuade and support its value chain to adopt this principle.

Annexure-I

Bidder Experience on the basis of Implementation of Theme based Sound and Light (SEL)/Multimedia Shows OR Theme based Laser/ Water screen Projection shows OR Commercial films (certified from CBFC) OR TV Serials based on storyline OR Documentary Films/Short Films/ Advertisement Films, during the last 5 years supported with documents for the field as mentioned above with details of work order/purchase order & completion certificate from Client OR Certificate from Statutory Auditor/ Chartered Accountant towards receipt of full and final payment against the said project from Client /CBFC Certificate/Authentication.

Experience:

S.N	Name of the shows/works/ films with location	Details of Shows/ Works/Films	Cost of the Project in INR	Value of Actual Work done in INR	Name of the Client	Starting Date of Project	Completion Date of Project
1							
2							
3							
4							
5							

(Signature of Authorized Signatory)

Annexure-II

Format for Annual Turnover and Turnover from similar works for the last 3 years as per the Audited Accounts

Name of the Bidder:

S.N.	Financial Year/Calendar Year	Total Turnover Indian Rupees (INR)	Turnover from Similar works as per eligibility criteria Indian Rupees (INR)
1	Financial year 2017-18/ Calendar Year 2017		
2	Financial year 2018-19/ Calendar Year 2018		
3	Financial year 2019-20/ Calendar Year 2019		

(Signature of Authorized Signatory of Bidder)

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

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

UNDERTAKING/TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

**Dy. General Manager (SEL) - HOD
ITDC, Scope Complex
Lodhi Road, New Delhi**

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: ITDC/SEL/Leh/2021

Name of Work: Implementation of Sound and Light / Multimedia show at Leh Palace, Leh, Ladakh.

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Works' from the web site(s) namely: <https://etenders.gov.in/e procure/app> as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from **Page No. 1 to 119** (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. **I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.**
5. **I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.**
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.
7. **There has been no conviction by a Court of Law or indictment / adverse order by a regulatory authority for a grave offence against us. It is further certified that there is no investigation pending against us or the CEO, Directors of our concern.**
8. That the decision of ITDC Management will be undisputable in accepting or rejection of my / our offer.

Yours Faithfully,

**(Signature of the Bidder
with Official Seal)**

AFFIDAVIT

Affidavit of Shri _____ working as _____ with M/s _____ Agencies / Companies/ Firms /Individual/ Sole Proprietor/Limited/Private Limited/ Joint Ventures Company/Consortium/ Partnership/Limited Liability Partnership (LLP) registered under the Companies Act, 1956 (as amended in 2013) having its Registered Office at _____ do hereby solemnly affirm and declare as under:

1. That ITDC has floated a tender for Implementation of Sound & Light / Multimedia show at **Leh Palace, Leh, Ladakh** which apart from the other terms and conditions stipulates registration of Establishment under Employees' State Insurance Act, 1948 and the Employees Provident Funds and Miscellaneous Provisions Act, 1952.
2. That our Establishment is not covered within the ambit of Employees' State Insurance Act, 1948 and the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (hereinafter the said Acts) and as such we do not require registration under these Acts.
3. That the said Acts are not applicable on our Establishment, as on date of submission of the tender, as we do not / did not employ the persons as mandated in the said Act.
4. That if at any stage during the period of the contract, it becomes mandatory for us to register ourselves under the said Acts, we shall at our own shall get ourselves registered under the relevant Act and comply with the provisions therein.
5. That we hereby swear to indemnify and keep harmless ITDC from time to time, at all times hereafter against all losses, claims, demands, proceedings, expenses, costs and consequences whatsoever. In case of non-compliance by us of these Acts.
6. That we shall keep harmless the ITDC from any damages, prosecution, other legal suits etc. arising out of any violation of applicable rules and regulations of law of the land. In case of non-compliance by us of these Acts.
7. That we understand that ITDC shall not be liable for any omission / commission on our part in case of noncompliance of the provisions under the said Acts or any other laws relating to the Labour Welfare for the time being in force.

DEPONENT

VERIFICATION

Verified on solemn affirmation at _____ on this the ____ day of _____ 2020 that the content of the above affidavit are true to the best of my knowledge and belief and nothing material has been concealed.

DEPONENT

Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 2020...

AMONGST

1. Agencies / Companies/Firms/Individual/ Sole Proprietor/Limited/Private Limited/ Joint Venture Company (JVC)/Consortium/ Partnership/Limited Liability Partnership (LLP) having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. Agencies / Companies/Firms/Individual/ Sole Proprietor/Limited/Private Limited/ Joint Venture Company JVC/Consortium/ Partnership/Limited Liability Partnership (LLP)having its registered office at (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. Agencies / Companies/Firms/Individual/ Sole Proprietor/Limited/Private Limited/ Joint Venture Company JVC/Consortium/ Partnership/Limited Liability Partnership (LLP) having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns))}

The above mentioned parties of the FIRST, SECOND, AND THIRD PART are collectively referred to as the **"Parties"** and each is individually referred to as a **"Party"**

WHEREAS,

- (A) India Tourism Development Corporation having its registered office at 6th Floor, Scope Complex Core 8 Lodi Road new Delhi 110003 (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (“**Bids**”) by its Request for Tender No. dated (the “_____ (the “**SEL Project**”).
- (B) The Parties are interested in jointly bidding for the SEL Project as members of a Consortium and in accordance with the terms and conditions of the Tender document and other bid documents in respect of the said SEL Project, and
- (C) It is a necessary condition under the Tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the "Tender Document"

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the Bidding Process for the SEL Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this SEL Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the SEL Project, it shall incorporate a Special Purpose Vehicle (the "**SPV**") under the Indian Companies Act, 2013 for entering into Agreement with the Authority and for performing all its obligations as the SEL Project Executor in terms of the SEL Project.

4. Roles of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the Consortium (Financial Member /Technical member/ Other Member of the Consortium) and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the appointed date under the Agreement when all the obligations of the SPV shall become effective.
- (b) Party of the Second Part shall be (Technical Member/ Other Member of the Consortium)
- (c) Party of the Third Part shall be (Technical Member/ Other Member of the Consortium)

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the SEL Project and in accordance with the terms of the "Tender Document" and the Agreement, till such time as the financial close for the SEL Project is achieved under and in accordance with the Agreement.

6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

Third Party:

- 6.2 The Parties undertake that a minimum of:
51% (fifty-one percent) of the total paid up share capital of the SPV for Lead member on a fully diluted basis and;
- 6.3 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the SEL Project.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) Violate any applicable law presently in effect and having applicability to it;
 - (iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or

which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the SEL Project is completed under and in accordance with the SEL Project Agreement, in case the SEL Project is awarded to the Consortium. However, in case the Consortium does not get selected for award of the SEL Project, the Agreement will stand terminated in case the Bidder is not selected or upon return of the Bid Security by ITDC to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of ITDC.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of
FIRST PART i.e. by LEAD
MEMBER:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
SECOND PART:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
THIRD PART:

(Signature)
(Name)

(Designation)

(Address)

In the presence of:

- 1.
- 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement 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.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bid documents electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>.

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others, which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders, they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case, they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option, which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same, set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *"My Documents space" is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in "My Documents space", this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission date and time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder may select the payment option as "offline" to pay the EMD as applicable and enter details of the instrument, in case the EMD is to be submitted through Demand Draft/Pay Order
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original demand Draft/ Pay order should be delivered to concerned contact person as mentioned in Section 2 before closing date and time of bid submission. Delay in receiving Demand Draft/Pay Order will result in bid rejection. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard Bill of Quantity (BOQ) format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. The uploaded tender documents become accessible only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid number and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein may be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

EMD REFUND FORM

Annexure- RF

Name of the tender applied for: _____ Date: _____

Details of the bidder

Name of the firm: _____

Address: _____

Name of the Authorized Signatory: _____

Contact No: _____

Email id: _____

Details of EMD submitted:

Cash Deposited: Rs. _____ With: _____

Receipt No: _____ Date: _____

Pay Order/DD No: _____ Dated: _____ Drawn on: _____

In case of payment through RTGS please provide the

Bank transaction reference number: _____

In case of payment through NEFT please provide the

UTR number: _____

In case of bidding through E-proc website please provide the

OPGR No: _____

Particulars for online refund (Please attached scanned copy of cheque)

Name of Bank: _____

Branch name & Address: _____

IFSC Code: _____

Account No: _____ Account Type: _____

I hereby declare that the particulars given above are correct and complete and accord our consent for receiving EMD without claiming any interest

Signature of the authorized signatory

Name: _____

Designation: _____

Official Seal

DECLARATION FOR BID SECURITY

(To be submitted on the letterhead of the bidder)

With reference to our subject offer submitted against subject enquiry issued by ITDC, we confirm that we have read the bidding document carefully & thoroughly. We understand the requirements and the bidding terms in totality. We confirm that we have submitted a firm & fixed bid and will maintain & honour this bid up to the date of expiry of bid validity for the purpose of award and will maintain the price and terms / conditions up to the date of completion of contract.

Accepting that if we withdraw or modify our bids during period of validity etc., we will be liable for any action as deemed fit under law.

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Date:

Place:

PART II
TECHNICAL BID

Section – 8

**India Tourism Development Corporation Ltd
(A Government of India Undertaking)
Unit: SEL Division, New Delhi**

CHECK LIST FOR TECHNICAL DOCUMENTS

BIDDER MUST ENSURE THROUGH THIS CHECK LIST THAT ALL REQUISITE DOCUMENTS FOR TECHNICAL DOCUMENTS ARE ENCLOSED WHILE SUBMITTING THE TENDER DOCUMENTS.

S.N.	Description / Information	Please tick after enclosing the document
	Part- II	
	Technical Document	
1	Copy of Concept/ Theme of SEL show (in brief).	
2	Information about Script Writer, Voice over & Music as per Annexure VII	
3	The design of the viewing gallery and its description indicating its position, placement of equipment, control room and any other physical structure, if any, along with their description.	

Section 9

Technical Bid Documents

Part II: Technical Bid

A. Technical bid documents shall comprise of following:

- (i) Concept/theme of the sound and light/Multimedia Show (in brief)
- (ii) **Information about Script writer, Voice & Music (Annexure VII)**

The bidder should indicate the names of the Artists / Professionals complete with their CV and Consent letter. Artist / Professionals shall be related to SEL Show/Multimedia Shows/Commercial Films/Documentary Films/ TV Serials. Without Consent letter, the information will not be considered authentic and no marks will be given. The eminent personality in their field will get due preference in the evaluation process.

- a. Script writer:** Shall have sufficient experience in the related field and must have completed minimum one Sound & Light Show/TV Serials /Films.
- b. Voice over artist:** Shall have sufficient experience as Narrator/ Anchor/Host/Broadcaster in Public/TV shows/Films etc. with at least one voiceover completed as mentioned above. Merely having acted in Movies or Serials will not be considered as qualify for voice-over.
- c. Music:** Music Director/Background Music Director in films/TV Serials/ Advertisement Films/SEL shows with original score and shall have minimum one work completed as mentioned above.

- (iii) Check List for Technical Documents **(Section 8)**

Section 10

EVALUATION / SELECTION CRITERIA

PROPOSAL EVALUATION

- 1.** A three -stage procedure will be adopted in evaluating the proposal
 - i. Pre-qualification Evaluation as per Section 2
 - ii. Technical Evaluation – Bidder securing the qualifying marks mentioned in below will be eligible for Financial Evaluation.
 - iii. Financial Evaluation.

Technical cum Creative Evaluation

QCBS 70:30, procedure shall be adopted in evaluating of the Bids as under:

- a) Evaluation of the proposal of bidder shall be done as per the documents submitted.
Bidders securing 24 or more marks from the Technical cum evaluation criteria under S No. 1 to 3 of table below, will be called for thematic presentation. The date and time of the presentations will be conveyed to the eligible bidders at least seven days before the thematic presentation.
- b) On the basis of the technical assessment and thematic presentation, **bidders securing minimum 49 Marks out of Max Marks 70 marks** will be shortlisted and the financial bids of **only** the shortlisted bidders will be opened digitally, which can be viewed by bidders on their dash board. The date and time of opening of the financial bids will be conveyed to the selected / shortlisted bidders after thematic presentation.

Technical cum Creative Evaluation table

S. No.	Description	Max Marks 70
1	Past Experience: Bidders completing the number of Pre-qualifying works as per PQ Criteria under Section 2 Two works (out of which one work shall be 25% or more of the estimated cost) - 4 Marks Three Works - 6 Marks More than three works - 8 Marks Note: Works shall means similar works costing 20% or more of the estimated cost	8
2	Average annual Turnover from similar business during last three years. The bidders have to submit the certificate from Statutory Auditor or Chartered Accountant in this regards. If the Average Annual Turnover of the bidder is: More than 30% to 100% of estimated cost - 1 Marks More than 100% to 200% of estimated cost - 3 Marks More than 200% of project cost - 5 Marks	5
3	The bidder should indicate the names of the Artists / Professionals complete with their CV and Consent letter. Artist / Professionals shall be related to SEL Show/ Commercial Films/Documentary Films/ TV Serials. Without Consent letter, no marks will be given. The eminent personality in their field will get due preference in the evaluation process.	27

	a) Script Writer	<p>Script writer with experience of writing Scripts. The number of writing script should be specified in their CV. (Total Marks – 15 Marks)</p> <p>i) One Script for commercial film or TV Serial – 5 Marks ii) Two Scripts other than commercial films or TV Serials - 5 marks iii) One Script for Commercial Film or TV Serials and one script other than Commercial Film or TV Serial - 7 marks iv) Two or more script for Commercial Films or TV Serials – 8 Marks v) Total Three scripts or more - 8 Marks vi) Total Four Scripts or more - 10 Marks (In case Scriptwriter has won any National award given by Govt. of India will be awarded additional 5 marks over and above i to vi). (The necessary certificate for any award should be attached with the CV and Consent letter).</p>	
	b) Voice Over in English	<p>Voice Over in English. The number of Voice - over with their role in the category indicated below should be specified in their CV and self-certified. (Total Marks – 3 Marks)</p> <p>i) Voice over in English in any of the 3 Commercial Films / Documentary Films/ TV serials / SEL Shows/ Show Anchor / Broadcaster / Narrator/ News Reader, combined or separately - 1 Mark</p> <p>ii) Voice over in English in any of the 5 Commercial Films/ Documentary Films/ TV serials / SEL Shows/ Show Anchor / Broadcaster / Narrator/ News Reader, combined or separately. - 2 Marks</p> <p>iii) Voice over in English in any of the 7 Commercial Films / Documentary films/ TV serials / SEL Shows/ Show Anchor / Broadcaster / Narrator/ News Reader, combined or separately. - 3 Marks</p>	
	c) Voice Over in Hindi	<p>Voice Over in Hindi. The number of Voice - over with their role in the category indicated below should be specified in their CV and self-certified. (Total Marks – 3 Marks)</p> <p>i) Voice over in Hindi in any of the 3 Commercial Films / Documentary Films/ TV serials / SEL Shows/ Show Anchor / Broadcaster / Narrator/ News Reader, combined or separately. - 1 Mark</p> <p>ii) Voice over in Hindi in any of the 5 Commercial Films / Documentary Films/ TV serials / SEL Shows/ Show Anchor / Broadcaster / Narrator/ News Reader, combined or separately.</p>	

	<p>- 2 Marks</p> <p>iii) Voice over in Hindi in any of the 7 Commercial Films / Documentary films/ TV series / SEL Shows/ Show Anchor / Broadcaster / Narrator/ News Reader, combined or separately.</p> <p>- 3 Marks</p>	
	<p>d) Music</p> <p>Music Director in films /TV Serials / Advt. Films {Background music (original score)}. The number of works should be specified in their CV.</p> <p>(Total Marks – 6 Marks)</p> <p>i) Two works - 2 Marks</p> <p>ii) Three works - 4 Marks</p> <p>iii) Four or more works - 6 Marks</p>	
4.	<p>Concept and Presentation</p> <p>The bidder has the liberty to conceive the project at their own ideas keeping in the mind that shall match with the International Standard. They must visit the site before the presentation. The presentation has to be supported with simulated visuals. The presentation shall be inclusive of design of gallery inclusive of positioning of equipment, control room equipment layout etc.</p> <p>i) Thematic Concept and storyline with layout details: 15 Marks</p> <p>ii) Capsule simulation based on multimedia projection mapping and concept: 15 Marks</p>	30

Bidder has to secure minimum 70% marks out of 70 marks i.e. 49 marks from the above technical evaluation criteria failing which the bidder will be disqualified and their financial bid will not be opened. The financial bid of only the qualified bidders will be opened as per e-tender process. The date and time of opening of the financial bids will be conveyed to the qualified bidders after thematic presentation.

NOTE

The bidder shall be notified about their marks secured at two stages i.e. after the Technical evaluation stage and thematic presentation before opening of the Financial Bid.

Financial Evaluation

- The Financial Proposals shall be opened digitally which can be viewed by the bidders on their dashboard.
- The lowest financial proposal would be evaluated on QCBS system and bidder quoting overall lowest Amount (L1) [i.e. Part A (Artistic Work) + Part B (Hardware Work) – Part C (Buyback) + Part D (O&M Work for 3 years)] would be awarded the highest marks i.e. 30 Marks. Marks of the other bidders would be evaluated as per detail given below:

Lowest Bidder (L1) = 30 Marks

Other bidders = $\frac{\text{Amount quoted by lowest Bidder (L1)}}{\text{Amount quoted by the other Bidders}} \times 30$

c) The marks as calculated would be added to the marks obtained in technical evaluation and the bidder securing the highest total marks would be considered as successful bidder.

d) Negotiation & Discussions:

- i. ITDC shall notify the successful bidder and invite it for negotiation & discussion, if required.
- ii. For negotiations on the quoted prices, the bidder may be asked to give their justification, if required.
- iii. The aim of the discussions is to reach an agreement for all points.

e) Award of Contract:

- i. After completion of negotiation & discussions with the bidder, ITDC shall issue Letter of Intent to the selected bidder.
- ii. The successful bidder is expected to commence the assignment on the date and at the location specified in the document/notified.

f) Performance Guarantee:

- i. After issuance of Letter of Intent, within Seven days, the successful bidder has to deposit 3% of the Project Execution Cost (Artistic & Hardware work) as interest free **Security Deposit** in the form of Account Payee Demand Draft/ Bank Guarantee from a commercial bank in an acceptable form, the Bank Guarantee should remain valid for a period of one year beyond from the date of completion & handing over of all works related to show.
- ii. Detailed Work order and subsequent agreement will be executed accordingly after submission of said Performance Guarantee.

Section – 11

Technical Specification of Hardware Equipments

10.1 General Technical Specifications

These specifications are to be read in conjunction with the concept and Schedule of Quantity/BOQ.

SUBHEAD I: AUDIO SYSTEM

Floor standing cabin/Rack

Rack shall be designed and engineered specifically for easy assembly and rapid equipment integration at site on the use of aluminum extrusions profiles for the four vertical pillars, which shall be connected solidly to two welded steel end-frames to take load upto 500 kg. All other parts shall be of formed sheet steel of approved shade.

The rack shall confirm to DIN 41494 with Steel Doors - plain, vented at bottom, fully perforated and dual perforated lockable Glass Doors - with optional vented side trims for front-to-back air flow of powder coated shades having minimum depth 600mm and height 1800mm spacious to accommodate to 36U complete with castors (4 nos.) with foot-operated breaks fan housing units with fan one U cable merger AC main channel with 10 points of 5x 15 amp Socket Strip IEC Sockets fitted with earthing kit and necessary mounting hardware.

Main Loudspeakers

The unit shall be a full-range dual powered high efficiency and low distortion loudspeaker system of dual concentric driver complement. The unit shall have a wave guide producing a well controlled horizontally and vertically coverage to the viewers. Transducers shall be treated to be weather protected and enclosures coated with suitably finish treatment with internally sealed. All metal hardware shall be upgraded to corrosion resistant, high quality, reliable stainless steel material. Input panel shall have protected by a weatherproof cover plate. Grilles shall be manufactured using an industry recognized 'marine' grade stainless steel for cosmetic perfection and lined with required material to prevent water and dust ingress. The units specified here shall include all speakers mounting hardware to final designs prepared by the bidder. The surround speaker shall be of weather proof IP rating or suitable IP rating enclosure for outdoor in wooden.

Specification:

Frequency Response (-3 dB)	60Hz - 16 kHz or better
System Sensitivity (1 W @ 1 m)	94 dB - 100 dm
Sound pressure Level (SPL) (peak)	131 - 122 dB
Nominal Impedance	8 Ω
Power rating (passive)	\geq 600 W

Sub woofer

The unit shall be direct radiating, 2x15" or 18" high efficiency, high power handling passive subwoofer, powerful bass and high sound pressure capacity at low and ultra low frequency

enclosure of durable medium density fibre board / birch plywood of suitable thickness fixed with adhesives and mechanical fasteners. The front shall be protected with perforated steel grill from any mechanical damage. Subwoofer shall be treated to be weather protected and enclosures coated with suitable finish treatment with internally sealed. All metal hardware shall be upgraded to corrosion resistant, high quality, reliable stainless steel material. Input panel shall be protected by a weatherproof cover plate. Grilles shall be manufactured using an industry recognized stainless steel for cosmetic perfection and lined with required material to prevent water and dust ingress. Unit shall be provided with all mounting hardware required to provide an adjustable but completely lockable mounting. The surround speaker shall be of weather proof IP rating or suitable IP rating enclosure for outdoor in wooden.

Specification:

Frequency Response (-3 dB)	32 Hz – 1.1 kHz or better
System Sensitivity (1 W @ 1 m)	92 dB - 102 db
Sound pressure Level (SPL) (peak)	123 dB – 135 db
Nominal Impedance	4 Ω
Power rating	≥ 1250 W

Surround Speaker

The Surround Speakers shall be with the suitable power capacity housed in a compact form factor featuring a professional cross over network coupled with professional drivers. They should be suitable for wall mount bracket/poll mount as required. The surround speaker shall be of weather proof IP rating or suitable IP rating enclosure for outdoor.

Specification:

Frequency Response (-3 dB)	50 Hz - 22 kHz or better
System Sensitivity (1 W @ 1 m)	88 dB – 120 db
Sound pressure Level (SPL) (peak)	95 db- 125 db
Nominal Impedance	8 Ω
Power rating (passive)	≥ 400 W

Monitor Speakers

5" or 5.25" Monitor Speakers to be provided in the control room shall have volume control facility. The above switch shall be provided for controls by the operator. The speaker shall be suitable for wall mounting with a suitable power capacity. These loudspeaker enclosures shall equipped with high quality speakers and 100V matching transform rears for direct connection to 100V amplifier outputs. The sound columns shall ensure uniformity of sound, both in volume and quality. They shall direct their sound in the horizontal plane, thus reducing the disturbing reverberation effect caused by sound reflecting from hard ceilings and floors.

Two/Four/Eight Channel Power Amplifier

The power amplifiers shall be for the full range frequency response for Voice and Music application. It shall be a professional Sound Reinforcement amplifier with adequate protection features and monitoring built-in and shall be suitable for mounting in standard 19" or required audio rack. It shall be of two/four/eight Channels type, each channel of sufficient rating to drive loudspeaker /sub-woofer/ Surround Speaker.

Specification:

Output Power (per channel)@4/8 Ohm	$\geq 1250 \text{ W}$
Frequency Response	20 Hz – 20 kHz
Total Harmonic Distortion (THD)	$\leq 0.1\%$
Chanel Qty.	$\geq 2/4/8$
Signal to Noise Ratio (SNR)	102dB – 112 db
Input Impedance	$\geq 10 \text{ k}\Omega - 100 \text{ k}\Omega$

Audio Interface:

The audio interface should be advanced FireWire audio interface, raising the bar with innovative features, enhanced standard features that remain unique, superb sound, and reliable performance. It shall provide suitable channels, analog recording and playback, combined with required channels of ADAT digital I/O and stereo S/PDIF.

The audio interface shall equally well-suited for studio and stage, with or without a computer. As an interface or standalone mixer, it shall have required separate inputs and separate outputs, including dedicated main outs on XLRs/ any audio interface headphone outs. They shall be suitable to connect all of our studio equipment - microphones, synths, keyboards, audio machines, and even effects processors.

All mixing and effects parameters shall be adjustable using the front panel, backlit LED. The audio interface shall provide cross-platform compatibility and will also work with all of audio software and host-based effects.

Digital Signal Processor (DSP)

The Signal Processor equipment shall operate in Digital Audio Platform and shall have multi channel configuration. Although both the input/ output shall be analogue with built in internal 24 bit A/D and D/A convertors operating at sample rate of 48KHz, the internal signal processing shall be digital. Electronically balanced input and electronically balanced output shall be provided on plug in barrier strip connectors. Inputs shall be individually programmable to accept variable line level/Mic level signals from the Audio interface. Output shall normally provide line level signals.

Software shall be provided for creating/connecting DSP system components with each hardware unit. Available system components shall include but not limited to various forms of mixers equalizers, filters, crossovers, dynamic/gain controls, routers, delays, level controls, level meters and tone generators. Ethernet communications shall be utilized for software control, configuration and DSP sharing. After initial programming, systems may be controlled either using TCP/IP or RS 232 serial communications.

The DSP shall conform to the following detailed specifications:

Frequency Response	20 Hz to 20 KHz or better
THD (20 Hz to 20 KHz)	$<0.01 \%$
Audio Control Input port	≥ 8
Audio Control Output Port	≥ 6
Input Impedance	$\geq 3.5 \text{ K}\Omega$
Max Input Level	$\geq (+20 \text{ dBu})$

Subhead II: Projection and Laser system

Projector:

The projector shall be of high image quality with ultra bright, high reliable, high contrast, 3-chip DLP technology. This projector shall offer true native resolution, light output of sufficient lumens as per the Water Screen and a standard contrast ratio. It should be fitted with lens – centred designed having vertical/horizontal lens shift, flexible angle setting, and easy lens replacement mechanism with suitable mechanical lens shutter. It shall be fitted with direct power of feature, quiet operation, dust proof design, easy replacement of dust filter, anti theft feature including security chain opening, remote etc. as required.

Specifications:

Projector Technology:	3-chip DLP Technology or better
Brightness:	≥ 31000 Lumens or better
Light source	Laser
Resolution	≥ (1920 X 1200) or better
Contrast Ratio	≥ 1800:1 or better
Light source lifetime:	≥ 20,000 Hours or better

Holographic projector

Projector Technology:	1-chip DLP Technology or better
Brightness:	≥ 12000 Lumens or better
Light source	Laser
Resolution	≥ (1920 X 1080) or better
Contrast Ratio	≥ 1000:1 or better
Light source lifetime:	≥ 20,000 Hours or better

Laser:

The laser shall be on the base of Pure Diode technology for the show. The laser systems shall be enables to powerful, brilliant colour laser outputs by using small housings. This laser shall distinguish itself through high colour stability and significantly lower maintenance. The laser shall be compact in design, inconspicuous but striking eye-catcher. The laser projector power shall be suitable for any kind of outdoor event as required.

Specifications:

Type/Laser source	Diode laser system
Optical Output:	≥ 5500 mW
RGB Laser beam (mW):	≥ 1200 mW – Red ≥ 1600 mW – Green ≥ 3000 mW – Blue
X/Y Laser Scanner	≥ 40 kpps @8°
Control Mode	ILDA
Power Consumption	≥ 120W or better

Projector/ Laser Enclosure

The outdoor enclosure shall be suitable for permanent installation of large format video projectors/laser in any climate, for video mapping, out - door attractions, advertising and outdoor movies. Enclosures shall be fitted with all the new features including the followings:

- Lightweight aluminum welded construction
- Powerful AC fan
- Salt fog filtering, with positive pressure option
- Local TCP/IP or web-based monitoring service

Enclosure shall consist hydrophobic inlet filters and shall block salt and other pollutants from getting near the projector/laser. Enclosures shall be designed to protect the projector/laser from damaging elements such as dust, smoke, heat, cold, and moisture. The enclosures shall be controlled through RDM panel via DMX signal.

Moving Head/Gobo

The moving head/gobo profile shall be compact and bright LED with efficient optics punches out a variety of effects and colours. With two color wheels, two gobo wheels and rotating prism, the moving head/Gobo offers full effect in a super compact housing, making it perfect for shows or outdoor event as required. The Moving head/Gobo shall be controlled through DMX signal.

Specifications:

Brightness:	≥ 16,000 lm
Light Source	≥ 400 W LED Engine
Color Mixing	CMY Colour system based
Wheels	3 wheels i.e. Color Wheel, Rotating Gobo wheel & Static Gobo Wheel with indexing, interchangeable, rotation and Shake
Beam Effect	Rotating three facet prism
Moving Body Angle	PAN ≥ 540° - Tilt ≥ 244°
Beam Zoom Angle	2° to 39° or better
Life:	≥ 15000 hours
Controller:	DMX 512

Moving Head/Gobo enclosure:

The enclosure dome shall be injection moulded from UV-resistant transparent polycarbonate, and to be carefully designed to ensure flawless projections without loss of light or image distortion. The enclosure body shall be stainless steel structure with plastic pressure casting covers. The temperature inside the dome to be regulated by an automatic cooling, heating system and Anti-condensing system that maintains a constant operational temperature between 0°C and 35°C (32°F / 95°F). Enclosures shall be designed to protect the moving head/Gobo from damaging elements such as dust, smoke, heat, cold, and moisture. The enclosure shall be controlled through DMX signal.

Power Supply	200-240 V, 50/60 Hz
Controller:	DMX 512
Power Consumption	maximum 1200VA

Lighting integrated with the show

LED Luminaries/ Effect fixture shall be selected as per the design frozen for the show, along with any other protection / modification to render the luminaries useful for the show, without any discomfort to the audience during the night. Luminaries shall be of the outdoor type ie. under water light (IP 68 or higher) rendered waterproof. The design, material, finish and the mounting arrangements of such lights shall be finalized by the successful Bidder, in consultation

with ITDC/client, before taking up such works at site. The accessories of the luminaries shall be of durable quality and shall be of standard availability, such that there are no problems of interchange ability or availability of the same.

The fittings shall be provided with high grade reflectors to provide an efficient wide light distribution complete with powder coated MS mounting brackets and heat resistant terminal block. The light shall work in automatic mode or in synchro mode, otherwise may be 8 bit DMX Controlled.

The fixture shall have RGB type for architectural purposes, to utilize close to the object to illuminate, variable beam angle, shutter and control panel. The fixture shall have a new optic system with an opening angle, which can be varied. The fixture shall have internal cooling system. It shall be possible to personalize the use of the fixture through the DMX connection, by using a standard remote controller. Further characteristics of the fixture make it possible to dimmer and to switch-off the lamp by a remote controller.

The luminaries shall characterize by uniform light distribution with continuously variable intensity. It shall provide dynamic colour changes of full colour Spectrum.

Body	Stainless steel housing
Colour Mixing	RGB
Intensity	0-100% Electronic Dimming Facility
Control System	DMX 512
Tilt	360° Manual
Minimum LED Lifetime	50000 Hrs
Beam Angle	Narrow/Medium/Wide (as per site requirement)
Colour temperature Range	2000 K to 10000 K
Type of LED use	Cree/Bridgelux/Osram/Nichia

Fog/smoke effect:

The effect machine may be required to produce continuous fog when triggered by the DMX signal as per concept. It shall be possible to adjust the smoke output through additionally designed DMX channels. Reasonable warm up time for the machine shall be there. The machine shall be provided with LCD display of various functions and over heat protection. The fluid to be used in the fog machine shall be non-toxic, confirming to EEC norms of such applications and the storage tank capacity shall be such that the periodicity of refilling is not less than a fortnight. The machine shall be housed outdoor and there is need to render it IP-65, free from vandalism complete with safety steel cable ring spring catch and a suitable tank of required capacity.

Heater Capacity	≥1500 W
Tank Capacity	≥2.4Litre
Output	≥550m ³ /min
Warm Up time	8 to 10 Min
Control Type	DMX and RDM
Fluid Consumption Rate	100 – 150 ml/min

Subhead III: Control Room Equipments & Electrical Room Equipments

Control Computer & associated software, license and hardware with accessories for Lighting, Audio & Laser:

Rack mounted show control computer of complete with in-built hardware interfaces for time synchronization and DMX control Windows 8/10 operating system and Artist show control software duly programmed as per existing cue of sound and light as per following details:

Show control computer complete with inbuilt interfaces for DMX and Midi ports. The PC shall be a two-unit standard rack mount PC with integrated DMX and midi output. Super quite and compact machine shall be configured to run Showcad Artist smoothly and reliably. It shall comprise on Intel Core i7 / i9 Series Processor or above with following minimum specifications:

2.9 GHZ Memory speed processor (Intel/AMD), 16 GB RAM system memory, 20 MB Cache, 1 TB HDD storage, Hard Disk Controller, Dedicated 4 GB Graphic card (NVIDIA/AMD), CD Rom, 27" LED TFT Monitor, DVD ROM, USB 3.0 interface with 4 USB ports, Wireless key board, Wireless mouse with licensed loaded Window 8/10 operating system, in built webcam, LAN, Audio Jack, VGA port, Line in - Line out and Mic in; HDMI port etc.

The above computer shall be fully loaded with software package & valid license as required for controlling the sound, Lights, laser and other requirements compatible with 512 DMX output channel on USB DMX interface. The above shall be complete with projection/laser synchronous software for playing and synchronizing on video formats. The license with the documentation shall be in the name of end user.

Media Server & associated software, license and hardware with accessories for projection mapping

Rack mounted media control server complete with in-built hardware interfaces for 2D, 3D mapping, animation as per following details:-

- Gigabit Ethernet
- Server grade hardware component, built for 24/7 use
- Enterprise level NVMe SSD
- 3 x stereo pairs audio out (unbalanced, 3.5 mm) and line-in for timecode
- Genlock input
- Framelock input
- 4 Channel Output
- 4/6 x Mini Display Port 1.4
- Up to 4K@ 60Hz per channel

It shall comprise on Intel Core i7 / i9 Series Processor or above with following minimum specifications:

4096X2160 Resolution, 16 GB RAM system memory, Minimum 1.4 TB HDD storage, Dedicated 8 GB Graphic card (NVIDIA/AMD), CD Rom, 27" LED TFT Monitor, DVD ROM, USB 3.0 interface with 4 USB ports, Wireless key board, Wireless mouse with licensed loaded Window 8/10, LAN, Audio Jack, VGA port, Line in - Line out and Video Output DVI,HDMI etc.

The above computer shall be fully loaded with software package & valid license as required for controlling the sound, Lights, laser, projector and other requirements compatible with 512 DMX

output channel on USB DMX interface. The above shall be complete with projection/laser synchronous software for playing and synchronizing on video formats. The license with the documentation shall be in the name of end user

UPS

The UPS shall be of suitable rating according to run the full one show, 3Ph-3Ph true ON-LINE, IGBT rectifier, IGBT inverter, Double conversion type consisting of integral battery backup of 30-40 minutes with dynamic switch, dynamic bypass and 100% capacity rectifier charger & inverter. The UPS shall be provided with protection against sags, surges, outages, waveform distortions, frequency variations, line noise, spikes (switching transients) - sine waveform output of Tower Mount configuration complete with Tower. The batteries shall be maintenance free and shall be provided with life cycle guarantee commitments with provision that these batteries are hot-swappable, user replaceable type.

The unit shall comply with BIS and Indian Electrical standards that apply to UPS power.

Specification:

Apparent power (KVA):	60 KVA or as per site requirement
Effective Power (W):	36 KW
Input/output:	3Phase/3phase
Technology:	Double Convertor (Online)
Battery Capacity	96 X 12V/ 9 Ah
Battery Life:	2 to 3 Years
Efficiency Rating	90% to 98%
Power factor:	98.5% to 99%
Operating Frequency:	50/60 Hz

DMX Splitter:

The DMX Splitter shall be rack mounted (19") suitable to work on 240 volts 50 Hz via rear connector for distribution of DMX signals. It shall have 5 pin XLR Male inputs, 6 isolated output 5 pin XLR females and shall be having individual on/off power switch.

The opto isolated DMX-512 splitter shall have minimum one DMX input and six DMX output connections, the sockets being standard 5-pin AXR connectors. The opto isolated DMX-512 splitter shall have a power on LED and DMX active LED indication on the front panel. The opto isolated DMX-512 splitter input shall be internally terminated.

DVI Transmitter and Receiver:

The DTP DVI Transmitter is a long distance transmitter for sending DVI-D video, audio, and bidirectional RS-232 and IR signals over a shielded CAT6 cable to Transmitter and Receiver. It provides an effective means for extending single link DVI-D or HDMI signals. In addition, the DTP DVI transmitter shall accept analog stereo audio signals for simultaneous transmission over the same shielded twisted pair cable. It shall support video signals at required resolutions. The transmitter shall be equipped with a buffered DVI loop-through output to support a local computer monitor. The transmitter shall be rack mount based.

Ethernet Switch:

24-Port Unmanaged Network Switch shall have a variety of Ethernet enabled devices such as access points, hubs, computers, and more directly to a larger network and to the Internet. This shall have a Plug and play configuration allows it into a rack mount configuration. The Ethernet switch shall be equipped with 24 Fast Ethernet ports that provide a fast, reliable network connection. The switching capacity shall be of of 48 Gbps and ensures benefit from increased bandwidth and throughput to move packets through the switch faster and more efficiency

- 24 x Fast Ethernet Ports
- 2 x Combo mini-GBIC Slots
- 48 Gbps Switching Capacity
- 35.7 Mpps Forwarding Capacity
- 802.3/3u/ab/z/x/af Network Standards
- 128MB RAM / 128MB Flash Memory
- Fanless, Rack-Mountable Design
- 9216 bytes Jumbo Frame

Subhead IV: Cabling and Earthing

Main Panel/Distribution

Distribution Equipment like Electrical Distribution board, field junction boxes and luminaries' / speaker junction boxes etc. – shall be designed as per the final scheme adopted for the show – for the control as well as the distribution of power / controls to various equipments in the field / control room.

These shall be indoor / outdoor type (IP 65), as applicable, and shall be painted in accordance with other equipment within the same area of mounting or painted to suit the ambience.

The components inside these distribution equipments shall be of reputed make and the quantities shall be such that there is at least 10% redundancy on the main equipment.

Outgoing terminals of the main distribution board shall be of heavy duty while the incoming / outgoing terminals of all other distribution equipments shall be screw less terminals of high standard.

Field junction / Distribution Boxes/ Luminaries/ Speaker Junction shall be IP 65 made out of 2 mm thick MS sheet powder coated with screw less clip-+-on terminals/ or else specified and double compression glands complete as required or as specified.

Cubical panel shall be fabricated out from CRCA sheet with required bracings and supports, gasket with foam rubber to make the panel dust and vermin proof, together with degreasing and applying two coats of red oxide and two coats and stove enamel paint. The panel shall include all required hardware, molded insulators and separators including cutting and making space in compartmental formation. The thickness of steel sheets shall be 16 SWG. It shall be complete as per the nomenclature mentioned in bill of quantities and as required at site.

Cables and Earthing

Cables shall be as per the approved make indicated in the annexure confirming to of makes to be approved by ITDC. Cable for the show shall be PVC insulated (1100V grade), multi-core,

copper conductor, armored / un-armoured / flexible, as per the requirements, and each core shall be of multistrand.

Cable for the audio distribution shall be suitable size to minimize the voltage drop, over long runs and shall be suitably screened to eliminate noise. Cables for the controls shall be of high standard and shall be designed for the use intended for. Cabling shall be done in a neat manner and all armoured cable shall either be buried in ground or laid on structure / wall / column with suitable designed spacers / saddles / clamps, such that there is a total grip of the cable and the layout is visually appealing. The spacing of these spacers / saddles / clamps shall be at least 100 cm on horizontal run and 75 cm in the Vertical run.

Cables run on saddles-spacers shall be provided with outer cover, of suitable material and finish, to merge with the ambience - the cost of which shall be included by the bidder in the cabling costs of such lots and nothing extra shall be payable as separate item in the Schedule of Prices. However, cables laid on cable trays, tray with proper cover would be paid per running meter as per requirement.

Flexible / un-armoured cable shall be laid through steel conduits / flexible lead coated conduits and all the accessories for such layout shall be of reputed / good quality. Use of 2/3/4 way junction boxes for cable distribution and use of JB with connectors shall be made wherever there is a requirement of distribution of main circuit to multiple sub-circuits.

All cable terminations shall be done using lugs of appropriate type and reputed make and all such terminations shall be ferruled as per acceptable scheme. The cables shall be terminated in various types of distribution equipment(s) using brass double compression glands or using glands suitable for lead coated flexible conduit – as the case may be. Provision shall be made on the Inside of the front panel to fix circuit directory having the FROM – TO – VIA information pasted prominently for easy identification and diagnosis.

Suitable nos. of Earth Pits as per requirement shall be provided for the Audio & Electrical circuits, near the control room. All cables laid shall have a continuous run of earth wire of suitable cross sectional area as per requirement. Cables shall be laid as per latest CPWD specification.

CCTV System

1. Bullet Camera

Camera Image Sensing Capacity	Minimum 4 MP
Image Sensor	1/3" Progressive Scan CMOS
Minimum Illumination	0.19 lux @F2.0, AGC ON 0 lux with IR
Shutter Time	1/3s ~ 1/100,100s
Max Image Resolution	Full HD Minimum
IR Range	Up to 30 Mtr.
Focal Length	3 MM – 6 MM
IP Rating	IP66
Power Supply	12 V DC \pm 10%

Saturation, brightness, contrast adjustable through client software or web browser, Motion detection & night vision.

2. Network Video Recorder

IP Video Input	Minimum 8 Channel
Two Way Audio Input	1-ch, RCA (2.0 Vp-p, 1kΩ)
HDMI/VGA output:	1-ch, resolution:1920 × 1080P /60Hz, 1280 × 1024 /60Hz, 1280 × 720 /60Hz, 1024 × 768 /60Hz
Recording Resolution:	6MP/5MP/3MP/1080P/UXGA/720P/ VGA/4CIF/DCIF/2CIF/CIF/QCIF
Frame Rate:	Main stream: 50 fps (P) / 60 fps (N) Sub-stream: 50 fps (P) / 60 fps (N)
Audio Output:	1-ch, RCA (Linear, 1kΩ)
Hard Disk	1 SATA interface for 1 HDD
Capacity	Up to 4TB for each disk
Power Supply	12V DC



Section 12
List of Major Equipment with Makes

S. No.	Description of items	Makes
1	Audio/Dimmer Racks	President/Netrack/Dynamic/Rittal or approved equivalent make
2	Digital Signal Processor	BSS/KlarkTeknik/Bose/ BIAMP
3	Audio power Amplifier	Crown/Labgruppen/Bose.
4	Main Loud speaker, Sub-woofer, surround speaker	JBL/Tannoy/Bose/TWaudio
5	Hard disc Recorder with Audio interference	MOTU/Behringer/Tascam/Fostex
6	UPS	Hitachi/BPE/Eaton/APC or approved equivalent make
7	Moving head/ Gobo Lights	SGM/Martin/Clay Paky
8	Par Lights, Up lighters, LED lights, Flood Lights	Martin/Griven/Clay Paky/ Canara Lighting/ Leksa/Divinity or approved equivalent make.
9	Effect Machine like DMX based Fog, Pyro, Flame etc.	Martin/DTS/Theatre Effects/American DJ/ Entertainment Effects or approved equivalent make.
10	General Lighting like pathway etc.	Phillips/ Havells/ Orient/ Crompton/ Canara Lighting / Divinity/ Leksa or approved equivalent make.
11	Show Control Computers	DELL/ HP/ Asus/ Showcad
12	Media Control Servers with Software's & licenses	Dataton/ Coolux (Christie)/ Dataton/ Medialon
13	Laser & lighting Control software with License	Showcad/ Pangolin/ Avolite/ Grand MA
14	DMX Splitter	Liteputter/ DTS/ Griven/SGM or approved equivalent make.
15	Transmitter and Receiver	Kramer/Extron/TV One or approved equivalent make.

16	DMX Cables, Power/control cables	Belden/ ATC or ISI approved equivalent make.
17	HD Projectors	Christie/BARCO/Panasonic/Digital projection
18	Lasers	Laser world/ Tarm/ LPS/ Kvant
19	Laser/Projector/Moving head/Gobo enclosures	Tempest/ Tarm/ Screen Solution/ ClayPaky/Dot Mavericks/ASL.
20	Ethernet switch	Dlink/Cisco/Netgear/Trendnet or approved equivalent make.
21	CCTV Camera	Panasonic/Samsung/Honeywell/Sony or approved equivalent make.
22	RDM Panel	NSE/ASL/BBN/JESE/ Dot Mavericks or approved equivalent make.
23	Cable	Polycab/Finolex/Havells/KEI/RR kabel or approved equivalent make
24	Air Conditioner Unit	Voltas/Bluestar/ Carrier/Samsung/ LG or approved equivalent make
25	Chairs	Neelkamal/ Supreme/ Cello
26	G.I Pipes	Tata/ Jindal / Sail or approved equivalent make
27	Cat 5/6 Cable	Dlink/ Finolex/ Havells or approved equivalent make
28	Hard Drive	Seagate/ WD/ Toshiba or approved equivalent make
29	MCCB/MCB/Voltmeter/ Ammeter Junction Box	Legrand/ L&T/ Schneider Electric/ Hensel/ Hager or approved equivalent make
30	All in one computer /LED Monitor	HP/ Dell/ LG/ Samsung or approved equivalent make.
31	Motorised Perforated Projection Screen	Swastik Projection/ Projection Care/ ASL Projection or approved equivalent make..

Annexure VII**Information about Script Writer, Voice & Music for the work of Implementation of Sound & Light / Multimedia Show at Leh Palace, Ladakh.**

S. No.	Description	Name	Experience with No. of works completed
A	Script Writer		
B	Voice Over Artists		
	Hindi		
	English		
C	Music		

Note: The bidder has to submit the CV's indicating experience in the field and Consent letters of the above personalities indicated, failing which the information provided will not be considered authentic.

Tentative Layout Plan



Schedule of Quantity/BOQ

Tehnnical Bid

Sub -Implementation of Sound & Light / Multimedia show at Leh Palace, Leh, Ladakh.

S.No.	Description of Work	Unit	Qty.	Rate (In Rs.)	Amount (In Rs.)
1.00	Part A - Artistic Work				
1.01	Artistic Direction, Lighting Direction, Audio expert, Research, Script modification, translation, dramatization etc.	Job	1	HER E	
1.02	Recording in two languages including artists, musicians, voiceover, music effects, etc.	Job	1		
1.03	Visualizing the content, creating 2D, 3D, animation (say approx. minimum 15 Minutes) CGI, video shoot including artist (approx minimum 10 Minutes) laser animation etc.	Job	1	QUOTED	
1.04	Programming/ integration of show with content, effect etc.	Job	1		
1.05	Total of 'Part A'				
2.00	"Part B" - Hardware Work				
2.01	Supply installation and fixing Audio / Dimmer Rack - 19 " - 36 U Rack, 600 mm wide with Aluminium frame and 1000 mm depth, top bottom side panel and rear door of CRCA Sheet size 1 mm, front door with Aluminium section and acrylic/glass sheets, with minimum specifications as specified in the tender.	Nos.	1	BE TO	
2.02	Supply installation testing commissioning of weatherized 2/3 way High Power Full range Passive/ Bi amp 1X15"/18" or 2X12" or better Concentric LCR loudspeaker as per approved make with minimum specifications as specified in the tender.	Set.	2		
2.03	Supply installation testing commissioning of weatherized 2/3 way High Power Full range Passive/ Bi amp 1X8"/ or 1X12" or better Concentric surround loudspeaker as per approved make with minimum specifications as specified in the tender.	Nos.	6		
2.04	Supply installation testing commissioning of Weatherized High Output Direct Radiating 2X15"/18" or better Subwoofer as per approved make with minimum specifications as specified in the tender.	Nos.	2	NOT	
2.05	Supply installation testing and commissioning of 5"/5.25" 2 way Monitor speakers with volume control with minimum specifications as specified in the tender.	Nos.	8		

2.06	Supply, installation testing and commission of four channel power amplifier delivering min 1250 W @ 4 Ohms as per approved make with minimum specifications as specified in the tender.	Nos.	2	HERE	
2.07	Supply, installation testing and commission of eight channel power amplifier delivering min 500 W @ 8 Ohms as per approved make with minimum specifications as specified in the tender.	Set.	2		
2.08	Supply installation testing and commissioning of Digital Signal Processor – with 12 analogue input & 8 analogue output with minimum specifications as specified in the tender.	Nos.	1	QUOT ED	
2.09	Supply installation testing and commissioning of Audio interface loaded with show audio in 2 languages minimum 6 input & 10 output with minimum specifications as specified in the tender.	Nos.	1		
2.10	Supply installation testing and commissioning of minimum 30,000 Lumens Laser Projector with lens on 3 chip DLP technology with minimum specifications as specified in the tender.	Nos.	2		
2.11	Supply installation testing and commissioning of minimum 12,000 Lumens Laser Projector with lens on 1 chip DLP technology with minimum specifications as specified in the tender.	Nos.	1	BE	
2.12	Supply installation testing and commissioning of minimum 6 Watt Laser with minimum specifications as specified in the tender.	Nos.	4		
2.13	Projector housing enclosure with DEC Control interface for setup and monitoring of temperature, humidity and status indicator for Projector with adjustable locking bracket, power supply to lights automatically turn off and Fan etc. with minimum rated IP 66 with minimum specifications as specified in the tender.	Nos.	2	TO	
2.14	Holographic Projector housing enclosure with DEC Control interface for setup and monitoring of temperature, humidity and status indicator for Projector with adjustable locking bracket, power supply to lights automatically turn off and Fan etc. with minimum rated IP 66 with minimum specifications as specified in the tender.	Nos.	1	NOT	
2.15	DMX 512 controlled Laser housing with adjustable locking bracket, power supply to lights automatically turn off and Fan etc. with minimum rated IP 66. As per approved make with minimum specifications as specified in the tender.	Nos.	4		
2.16	Supply installation testing and commissioning of LED Moving Head/Gobo lights of minimum 400 Watt or above having beam angle of 3° to 30° or better with minimum specifications as specified in the tender.	Nos.	4		

2.17	Supply installation testing and commissioning of RDM Panel for temperature and humidity monitoring of Projector and laser enclosures as per approved make with minimum specifications as specified in the tender.	Nos.	1		
2.18	DMX 512 controlled Waterproof Clear Vision Dome enclosures for Moving head/Gobo Light with adjustable locking bracket, power supply to lights automatically turn off and Fan etc. with minimum rated IP 66 with minimum specifications as specified in the tender.	Nos.	4	HERE	
2.19	Supply installation testing and commissioning of RGBW LED DMX based flood Light of minimum consumption of 40-60 Watt having beam angle between 5°-60° or as per site requirement of for arches and plant stem etc. as per approved make with minimum specifications as specified in the tender.	Nos.	20		
2.20	Supply installation testing and commissioning of RGBW LED DMX based flood Light of minimum consumption of 90-120 Watt having beam angle between 5°-60° or as per site requirement of for arches and plant stem etc. as per approved make with minimum specifications as specified in the tender.	Nos.	10	QUOTED	
2.21	Supply installation testing and commissioning of RGBW LED Light DMX based flood Light of minimum consumption of 160-200 Watt having beam angle between 5°-60° minimum rated IP 65/66 or as per site requirement of for arches and plant stem etc. with minimum specifications as specified in the tender.	Nos.	4		
2.22	Supply installation testing and commissioning of RGBW LED DMX based flood Light of minimum consumption of 200-250 Watt having beam angle between 5°-60° or as per site requirement of for arches and plant stem etc. as per approved make with minimum specifications as specified in the tender.	Nos.	4		
2.23	Supply installation testing and commissioning of LED Bollard light of minimum consumption of minimum 8-10 Watt minimum rated IP 65 0.5mm height. As per site requirement for main gate to show area with minimum specifications as specified in the tender.	Nos.	80		
2.24	Supply installation testing and commissioning of DMX controllable fog Machine of minimum consumption of 700 Watt with 12X3w LED RGBA light including 2.0 liters fluid tank with specifications as specified in the tender.	Nos.	4		
2.25	Supply installation testing and commissioning of DMX controllable Flame/pyro simulator Machine of minimum consumption of 1200 Watt including 2.5 liters fluid tank with minimum specifications as specified in the tender.	Nos.	4	BE	

2.26	Supply installation testing and commissioning of Personal Computer with interfaces as per the technical specifications PC with flat screen 27" display screen complete with keyboard mouse etc. for Lighting/Laser with minimum specifications as specified in the tender.	Nos.	1		
2.27	Supply installation testing and commissioning of Media server with interfaces as per the technical specifications, rack mountable Server with 27" HD LED monitor complete with keyboard mouse etc. for Main server and Slave Server with minimum specifications as specified in the tender.	Nos.	2	NOT	
2.28	Supply installation testing and commissioning of 60 KVA, on-line UPS with all safeties and protection and suitable capacity sealed maintenance free batteries, with a 30 min. backup time on full load with MS open MS Battery rack and cables as required with minimum specifications as specified in the tender.	Nos.	1	QUOTED	
2.29	Supply, installation, testing and Commissioning of 5/6 Channel 512 DMX Splitter with minimum specifications as specified in the tender.	Nos.	1	BE	
2.30	Supply installation testing and commissioning of DVI Extender Transmitter and Receiver with minimum specifications as specified in the tender.	Set	2	TO	
2.31	Supply, installation, testing and Commissioning of Rack Mountable 24 Port Gigabit switch with minimum specifications as specified in the tender.	Nos.	1		
2.32	S/I/T/C of cubical panel fabricated out from 16 SWG CRCA sheet with required bracings and supports, gasket with foam rubber to make the panel dust and vermin proof, together with degreasing and applying two coats of red oxide and two coats and stove enamel paint. The panel shall include all required hardware's, molded insulators and separators including cutting and making space in compartmental formation. With minimum following specification: 250 A MCCB 35 KA 3 Pole – 1 No., Rotary operating mechanism – 1 No., Digital volt meter – 1 No., VSS – 1 No., Digital Ammeter – 1 No., ASS 1 No., CTS 100/5A – 3 No., LED indicator light – 3 Nos., Outgoing 63A TPN 10KA –6 No., 32A TPN 10 KA – 4 Nos., 6-32 A DP MCB – 15 No., 6-32 Amp SPMCB – 60 Nos., 2 A SPMCB – 6 No. and Copper bus bars, inter connection with copper wires, glands and thimbles etc. complete In all respects. Main show panel Board –IP 44.	Nos.	1	NOT	

2.33	Supply and laying of one number cable of 3C x 1.5 mm ² PVC insulated, PVC sheathed Industrial Flexible cable and stranded Armoured copper conductor cable 1100V grade, of ISI Marked, in surface/cable tray/raceway/conduit with minimum specifications as specified in the tender.	Mtr.	1000	HERE	
2.34	Supply and laying of one number cable of 3C x 2.5 mm ² PVC insulated, PVC sheathed Industrial Flexible cable and stranded Armoured copper conductor cable 1100V grade, of ISI Marked, in surface/cable tray/raceway/conduit with minimum specifications as specified in the tender.	Mtr.	700		
2.35	Supply and laying of one number cable of 3C x 4 mm ² PVC insulated, PVC sheathed Industrial Flexible cable and stranded armoured copper conductor cable 1100V grade, of ISI Marked, in surface/cable tray/raceway/conduit with minimum specifications as specified in the tender.	Mtr.	800	QUOTED	
2.36	Supply and laying of one number cable of 3C x 10 mm ² PVC insulated, PVC sheathed Industrial Flexible cable and stranded armoured copper conductor cable 1100V grade, of ISI Marked, in surface/cable tray/raceway/conduit with minimum specifications as specified in the tender.	Mtr.	600	BE	
2.37	Supply and laying of one number cable of 4C x 16 mm ² PVC insulated, PVC sheathed Industrial Flexible cable and stranded armoured copper conductor cable 1100V grade, of ISI Marked, in surface/cable tray/raceway/conduit with minimum specifications as specified in the tender.	Mtr.	400		
2.38	Supply and laying of one number cable of 4C x 35 mm ² PVC insulated, PVC sheathed Industrial Flexible cable and stranded armoured copper conductor cable 1100V grade, of ISI Marked, in surface/cable tray/raceway/conduit with minimum specifications as specified in the tender.	Mtr.	150		
2.39	Supply and fixing of field junction / Distribution Boxes –IP 66 HDPE duly painted with screw less clip-on terminals and double compression glands complete as required of approximate size (200 x 160x 98) and with minimum specifications as specified in the tender.	Nos.	30	TO	
2.40	Supply and fixing of field junction / Distribution Boxes –IP 66 HDPE powder coated with screw less clip-on terminals and double compression glands complete as required of approximate size (98x98x61) and with specifications as specified in the tender.	Nos.	30		

2.41	Supply Installation testing and commissioning of Armoured DMX /RS485 cable, 22 AWG stranded (7x30) tinned copper conductor in surface/raceway/Cable tray/conduit etc. with minimum specifications as specified in the tender.	Mtr.	600	NOT	
2.42	Supplying and drawing of UTP 4 pair CAT 6 LAN Cable in the Existing surface/recessed steel/PVC conduit as required.	Mtr.	500		
2.43	Supply and Fixing of G.I. Poles for mounting speakers / luminaries, with concrete foundation – fabricated out of standard BIS certified poles / pipes made of 80 mm nominal dia B class BIS marked MS pipe with suitable MS base plate, clamps, grouting material, painting and other accessories complete in all respect.	Mtr.	50	HERE	
2.44	Supply and laying of 48/ 0.20 mm x 2 core ATC copper conductor PVC insulated, PVC sheathed, GI wire Un-armoured with 0.9 mm Steel Wire, PVC Sheathed Overall speaker cable on surface with minimum specifications as specified in the tender.	Mtr.	700		
2.45	Supply and laying of 80/ 0.20 mm x 2 core ATC copper conductor PVC insulated, PVC sheathed, GI wire un-armoured with 0.9 mm Steel Wire, PVC Sheathed Overall speaker cable on surface with minimum specifications as specified in the tender.	Mtr.	500		
2.46	Supply Installation testing and commissioning of maintenance free chemical Earthing electrode of electrolytic copper of length 3000 mm having outer dia of 50 mm with 40mmX5mm copper terminal for connection complete with back fill compound including all accessories and providing masonry enclosure with cover plate as per BIS specifications.	Nos.	4	QUOTED	
2.47	Supply Installation testing and commissioning 50 mm x 5mm copper strip on surface/recess for connections etc. as required.	Mtr.	70		
2.48	Supply Installation testing and commissioning 1.5 Ton split Air Conditioner & hot and cold 5 star BEE rated with Copper coil split inverter technology.	Nos.	2	BE	
2.49	SITC of IP IR Bullet camera IP66/IK 10, with 1/2.8" progressive scan CMOS, 4 MP full HD, 120 DB, WDR-digital fixed network camera, lux 1.2, lens 2.8mm @ f/2.0 (4mm/6mm option), day and night, IR range approx. upto 30 mtrs, max. image resolution-1920X1080 pixels or above, video compression-H.264/MJPEG, motion detection, basic smart suite, operating condition max. -30 to 60 degree Celsius, humidity 95%, 12VDC, PoE etc. complete as required at site.	Nos.	6	TO	

2.50	SITC of NVR 8 Channel IP video input with integrated 8 port and interface (up to 4 TB) for each HDD interface 1 RJ 45 and network 10/100/1000 mbps self adoptive ethernet interface and Schedule recording at minimum 4 MP resolution with minimum 01 month recording, HDMI/VGA Output-1920X1080/60Hz, 1-USB 2.0, 1 USB 3.0, max. Incoming bandwidth 160mbps & max. Outgoing Bandwidth upto 240mbps, PoE budget 200W, Alarm Input/output 4ch/1 ch or 16 ch/4 ch and power requirements 100 to 240 V AC etc. complete as required.	Nos.	1		
2.51	SITC of network switch 8 Port POE 10/100/1000 mbps managed with 2 SFP Port Loaded complete as required at site.	Nos.	2	NOT	
2.52	SITC of Surveillance Hard Disk 4TB HDD for recording as per approved Make.	Nos.	2		
2.53	Supplying and fixing of following sizes of medium class 25 mm PVC conduit along with accessories in surface/recess including cutting the wall and making good the same in case of recessed conduit as required.	Mtr.	500		
2.54	SITC of CCTV LED monitor 27" Monitor with all its chords complete as required at site.	Nos.	1		
2.55	Supplying and fixing of wall mounted 2U rack for installation of network switches complete as required at site.	Nos.	2	HER E	
2.56	Providing of PVC molded Chairs as per direction of engineer charge.	Nos.	200		
2.57	Supply Installation testing and commissioning 15'x 8' prefabricated, portable, detachable, double layer insulated cabin for control room.	Nos.	1		
2.58	Supply installation testing and commissioning of motorized DMX control perforated/ gauze Projection screen size 16' X 9', automatic setting with preset switch for preset limit switch setting automatically stop the screen in UP and down position Motor control using 3 way rocker switch/optional original radio remote to raise or lower the fabric screen with minimum specifications as specified in the tender.	Nos	1		
2.59	Total of 'Part B'				
2.60	Total of Artistic work and Hardware work i.e. Project Execution/ Implementation Cost (Part A + Part B)			QUOT ED	
3.00	Part C - Operation and Maintenance Cost for Three years				
3.01	O & M Cost for 1 st Year (During Defect Liability Period)	Month	12		
3.02	O & M Cost for 2 nd Year (Comprehensive)	Month	12	BE	
3.03	O & M Cost for 3 rd Year (Comprehensive)	Month	12		

3.04	Total of Part C i.e. Operation and Comprehensive Maintenance Cost for Three Years				
4.00	Total of Part A + Part B + Part C (In Figure and Word)				

Note:

- 1. Description of work and actual quantities for Part B i.e. Hardware work are mentioned in BOQ.**
- 2. Bidders are strictly not to quote their rate in this BOQ**

PART III

FINANCIAL BID



Section -13

India Tourism Development Corporation Ltd
(A Government of India Undertaking)
Unit: SEL Division, New Delhi

Financial Bid terms & Conditions

Part III: Financial Bid

- a. In preparing the Financial Proposal, bidders are expected to take into account the requirements and conditions of the tender documents.
- b. The Financial Proposal should follow Standard Forms (**Annexure –VIII**). It lists all costs associated with this assignment (as described in Scope of work and as per requirement of the show), including all applicable taxes, except GST.
- c. The bidder has to quote Project Execution Cost and Operation & Maintenance (O&M) Cost separately. O & M Cost shall be on yearly basis for 3 years taking into consideration the defect liability period of one year from the date of commissioning and handing over.
- d. The prices of the services are to be indicated only in Local currency (Indian Rupees).
- e. The bidders have to indicate the price of individual component as listed in the **Annexure VIII** of financial bid for evaluation of post project cost in case of any deviation during the execution of the contract.

Format for Financial Bid**Sub - Implementation of Sound & Light / Multimedia show at
Leh Palace, Leh, Ladakh.**

S.No.	Description of Work	Unit	Qty.	Rate (In Rs.)	Amount (In Rs.)
1.00	Part A - Artistic Work				
1.01	Artistic Direction, Lighting Direction, Audio expert, Research, Script modification, translation, dramatization etc.	Job	1	HER E	
1.02	Recording in two languages including artists, musicians, voiceover, music effects, etc.	Job	1		
1.03	Visualizing the content, creating 2D, 3D, animation (say approx. minimum 15 Minutes) CGI, video shoot including artist (approx minimum 10 Minutes) laser animation etc.	Job	1	QUOTED	
1.04	Programming/ integration of show with content, effect etc.	Job	1		
1.05	Total of 'Part A'				
2.00	"Part B" – Hardware Work				
2.01	Supply installation and fixing Audio / Dimmer Rack - 19 " - 36 U Rack, 600 mm wide with Aluminium frame and 1000 mm depth, top bottom side panel and rear door of CRCA Sheet size 1 mm, front door with Aluminium section and acrylic/glass sheets, with minimum specifications as specified in the tender.	Nos.	1	BE TO	
2.02	Supply installation testing commissioning of weatherized 2/3 way High Power Full range Passive/ Bi amp 1X15"/18" or 2X12" or better Concentric LCR loudspeaker as per approved make with minimum specifications as specified in the tender.	Set.	2		
2.03	Supply installation testing commissioning of weatherized 2/3 way High Power Full range Passive/ Bi amp 1X8"/ or 1X12" or better Concentric surround loudspeaker as per approved make with minimum specifications as specified in the tender.	Nos.	6		
2.04	Supply installation testing commissioning of Weatherized High Output Direct Radiating 2X15"/18" or better Subwoofer as per approved make with minimum specifications as specified in the tender.	Nos.	2	NOT	
2.05	Supply installation testing and commissioning of 5"/5.25" 2 way Monitor speakers with volume control with minimum specifications as specified in the tender.	Nos.	8		

2.06	Supply, installation testing and commission of four channel power amplifier delivering min 1250 W @ 4 Ohms as per approved make with minimum specifications as specified in the tender.	Nos.	2	HERE	
2.07	Supply, installation testing and commission of eight channel power amplifier delivering min 500 W @ 8 Ohms as per approved make with minimum specifications as specified in the tender.	Set.	2		
2.08	Supply installation testing and commissioning of Digital Signal Processor – with 12 analogue input & 8 analogue output with minimum specifications as specified in the tender.	Nos.	1	QUOT ED	
2.09	Supply installation testing and commissioning of Audio interface loaded with show audio in 2 languages minimum 6 input & 10 output with minimum specifications as specified in the tender.	Nos.	1		
2.10	Supply installation testing and commissioning of minimum 30,000 Lumens Laser Projector with lens on 3 chip DLP technology with minimum specifications as specified in the tender.	Nos.	2		
2.11	Supply installation testing and commissioning of minimum 12,000 Lumens Laser Projector with lens on 1 chip DLP technology with minimum specifications as specified in the tender.	Nos.	1	BE	
2.12	Supply installation testing and commissioning of minimum 6 Watt Laser with minimum specifications as specified in the tender.	Nos.	4		
2.13	Projector housing enclosure with DEC Control interface for setup and monitoring of temperature, humidity and status indicator for Projector with adjustable locking bracket, power supply to lights automatically turn off and Fan etc. with minimum rated IP 66 with minimum specifications as specified in the tender.	Nos.	2	TO	
2.14	Holographic Projector housing enclosure with DEC Control interface for setup and monitoring of temperature, humidity and status indicator for Projector with adjustable locking bracket, power supply to lights automatically turn off and Fan etc. with minimum rated IP 66 with minimum specifications as specified in the tender.	Nos.	1	NOT	
2.15	DMX 512 controlled Laser housing with adjustable locking bracket, power supply to lights automatically turn off and Fan etc. with minimum rated IP 66. As per approved make with minimum specifications as specified in the tender.	Nos.	4		
2.16	Supply installation testing and commissioning of LED Moving Head/Gobo lights of minimum 400 Watt or above having beam angle of 3° to 30° or better with minimum specifications as specified in the tender.	Nos.	4		

2.17	Supply installation testing and commissioning of RDM Panel for temperature and humidity monitoring of Projector and laser enclosures as per approved make with minimum specifications as specified in the tender.	Nos.	1		
2.18	DMX 512 controlled Waterproof Clear Vision Dome enclosures for Moving head/Gobo Light with adjustable locking bracket, power supply to lights automatically turn off and Fan etc. with minimum rated IP 66 with minimum specifications as specified in the tender.	Nos.	4	HERE	
2.19	Supply installation testing and commissioning of RGBW LED DMX based flood Light of minimum consumption of 40-60 Watt having beam angle between 5°-60° or as per site requirement of for arches and plant stem etc. as per approved make with minimum specifications as specified in the tender.	Nos.	20		
2.20	Supply installation testing and commissioning of RGBW LED DMX based flood Light of minimum consumption of 90-120 Watt having beam angle between 5°-60° or as per site requirement of for arches and plant stem etc. as per approved make with minimum specifications as specified in the tender.	Nos.	10	QUOTED	
2.21	Supply installation testing and commissioning of RGBW LED Light DMX based flood Light of minimum consumption of 160-200 Watt having beam angle between 5°-60° minimum rated IP 65/66 or as per site requirement of for arches and plant stem etc. with minimum specifications as specified in the tender.	Nos.	4		
2.22	Supply installation testing and commissioning of RGBW LED DMX based flood Light of minimum consumption of 200-250 Watt having beam angle between 5°-60° or as per site requirement of for arches and plant stem etc. as per approved make with minimum specifications as specified in the tender.	Nos.	4		
2.23	Supply installation testing and commissioning of LED Bollard light of minimum consumption of minimum 8-10 Watt minimum rated IP 65 0.5mm height. As per site requirement for main gate to show area with minimum specifications as specified in the tender.	Nos.	80		
2.24	Supply installation testing and commissioning of DMX controllable fog Machine of minimum consumption of 700 Watt with 12X3w LED RGBA light including 2.0 liters fluid tank with specifications as specified in the tender.	Nos.	4		
2.25	Supply installation testing and commissioning of DMX controllable Flame/pyro simulator Machine of minimum consumption of 1200 Watt including 2.5 liters fluid tank with minimum specifications as specified in the tender.	Nos.	4	BE	

2.26	Supply installation testing and commissioning of Personal Computer with interfaces as per the technical specifications PC with flat screen 27" display screen complete with keyboard mouse etc. for Lighting/Laser with minimum specifications as specified in the tender.	Nos.	1		
2.27	Supply installation testing and commissioning of Media server with interfaces as per the technical specifications, rack mountable Server with 27" HD LED monitor complete with keyboard mouse etc. for Main server and Slave Server with minimum specifications as specified in the tender.	Nos.	2	NOT	
2.28	Supply installation testing and commissioning of 60 KVA, on-line UPS with all safeties and protection and suitable capacity sealed maintenance free batteries, with a 30 min. backup time on full load with MS open MS Battery rack and cables as required with minimum specifications as specified in the tender.	Nos.	1	QUOTED	
2.29	Supply, installation, testing and Commissioning of 5/6 Channel 512 DMX Splitter with minimum specifications as specified in the tender.	Nos.	1	BE	
2.30	Supply installation testing and commissioning of DVI Extender Transmitter and Receiver with minimum specifications as specified in the tender.	Set	2	TO	
2.31	Supply, installation, testing and Commissioning of Rack Mountable 24 Port Gigabit switch with minimum specifications as specified in the tender.	Nos.	1		
2.32	S/I/T/C of cubical panel fabricated out from 16 SWG CRCA sheet with required bracings and supports, gasket with foam rubber to make the panel dust and vermin proof, together with degreasing and applying two coats of red oxide and two coats and stove enamel paint. The panel shall include all required hardware's, molded insulators and separators including cutting and making space in compartmental formation. With minimum following specification: 250 A MCCB 35 KA 3 Pole – 1 No., Rotary operating mechanism – 1 No., Digital volt meter – 1 No., VSS – 1 No., Digital Ammeter – 1 No., ASS 1 No., CTS 100/5A – 3 No., LED indicator light – 3 Nos., Outgoing 63A TPN 10KA –6 No., 32A TPN 10 KA – 4 Nos., 6-32 A DP MCB – 15 No., 6-32 Amp SPMCB – 60 Nos., 2 A SPMCB – 6 No. and Copper bus bars, inter connection with copper wires, glands and thimbles etc. complete In all respects. Main show panel Board –IP 44.	Nos.	1	NOT	

2.33	Supply and laying of one number cable of 3C x 1.5 mm ² PVC insulated, PVC sheathed Industrial Flexible cable and stranded Armoured copper conductor cable 1100V grade, of ISI Marked, in surface/cable tray/raceway/conduit with minimum specifications as specified in the tender.	Mtr.	1000	HERE	
2.34	Supply and laying of one number cable of 3C x 2.5 mm ² PVC insulated, PVC sheathed Industrial Flexible cable and stranded Armoured copper conductor cable 1100V grade, of ISI Marked, in surface/cable tray/raceway/conduit with minimum specifications as specified in the tender.	Mtr.	700		
2.35	Supply and laying of one number cable of 3C x 4 mm ² PVC insulated, PVC sheathed Industrial Flexible cable and stranded armoured copper conductor cable 1100V grade, of ISI Marked, in surface/cable tray/raceway/conduit with minimum specifications as specified in the tender.	Mtr.	800	QUOTED	
2.36	Supply and laying of one number cable of 3C x 10 mm ² PVC insulated, PVC sheathed Industrial Flexible cable and stranded armoured copper conductor cable 1100V grade, of ISI Marked, in surface/cable tray/raceway/conduit with minimum specifications as specified in the tender.	Mtr.	600	BE	
2.37	Supply and laying of one number cable of 4C x 16 mm ² PVC insulated, PVC sheathed Industrial Flexible cable and stranded armoured copper conductor cable 1100V grade, of ISI Marked, in surface/cable tray/raceway/conduit with minimum specifications as specified in the tender.	Mtr.	400		
2.38	Supply and laying of one number cable of 4C x 35 mm ² PVC insulated, PVC sheathed Industrial Flexible cable and stranded armoured copper conductor cable 1100V grade, of ISI Marked, in surface/cable tray/raceway/conduit with minimum specifications as specified in the tender.	Mtr.	150		
2.39	Supply and fixing of field junction / Distribution Boxes –IP 66 HDPE duly painted with screw less clip-on terminals and double compression glands complete as required of approximate size (200 x 160x 98) and with minimum specifications as specified in the tender.	Nos.	30	TO	
2.40	Supply and fixing of field junction / Distribution Boxes –IP 66 HDPE powder coated with screw less clip-on terminals and double compression glands complete as required of approximate size (98x98x61) and with specifications as specified in the tender.	Nos.	30		

2.41	Supply Installation testing and commissioning of Armoured DMX /RS485 cable, 22 AWG stranded (7x30) tinned copper conductor in surface/raceway/Cable tray/conduit etc. with minimum specifications as specified in the tender.	Mtr.	600	NOT	
2.42	Supplying and drawing of UTP 4 pair CAT 6 LAN Cable in the Existing surface/recessed steel/PVC conduit as required.	Mtr.	500		
2.43	Supply and Fixing of G.I. Poles for mounting speakers / luminaries, with concrete foundation – fabricated out of standard BIS certified poles / pipes made of 80 mm nominal dia B class BIS marked MS pipe with suitable MS base plate, clamps, grouting material, painting and other accessories complete in all respect.	Mtr.	50	HERE	
2.44	Supply and laying of 48/ 0.20 mm x 2 core ATC copper conductor PVC insulated, PVC sheathed, GI wire Un-armoured with 0.9 mm Steel Wire, PVC Sheathed Overall speaker cable on surface with minimum specifications as specified in the tender.	Mtr.	700		
2.45	Supply and laying of 80/ 0.20 mm x 2 core ATC copper conductor PVC insulated, PVC sheathed, GI wire un-armoured with 0.9 mm Steel Wire, PVC Sheathed Overall speaker cable on surface with minimum specifications as specified in the tender.	Mtr.	500		
2.46	Supply Installation testing and commissioning of maintenance free chemical Earthing electrode of electrolytic copper of length 3000 mm having outer dia of 50 mm with 40mmX5mm copper terminal for connection complete with back fill compound including all accessories and providing masonry enclosure with cover plate as per BIS specifications.	Nos.	4	QUOTED	
2.47	Supply Installation testing and commissioning 50 mm x 5mm copper strip on surface/recess for connections etc. as required.	Mtr.	70		
2.48	Supply Installation testing and commissioning 1.5 Ton split Air Conditioner & hot and cold 5 star BEE rated with Copper coil split inverter technology.	Nos.	2	BE	
2.49	SITC of IP IR Bullet camera IP66/IK 10, with 1/2.8" progressive scan CMOS, 4 MP full HD, 120 DB, WDR-digital fixed network camera, lux 1.2, lens 2.8mm @ f/2.0 (4mm/6mm option), day and night, IR range approx. upto 30 mtrs, max. image resolution-1920X1080 pixels or above, video compression-H.264/MJPEG, motion detection, basic smart suite, operating condition max. -30 to 60 degree Celsius, humidity 95%, 12VDC, PoE etc. complete as required at site.	Nos.	6	TO	

2.50	SITC of NVR 8 Channel IP video input with integrated 8 port and interface (up to 4 TB) for each HDD interface 1 RJ 45 and network 10/100/1000 mbps self adoptive ethernet interface and Schedule recording at minimum 4 MP resolution with minimum 01 month recording, HDMI/VGA Output-1920X1080/60Hz, 1-USB 2.0, 1 USB 3.0, max. Incoming bandwidth 160mbps & max. Outgoing Bandwidth upto 240mbps, PoE budget 200W, Alarm Input/output 4ch/1 ch or 16 ch/4 ch and power requirements 100 to 240 V AC etc. complete as required.	Nos.	1		
2.51	SITC of network switch 8 Port POE 10/100/1000 mbps managed with 2 SFP Port Loaded complete as required at site.	Nos.	2	NOT	
2.52	SITC of Surveillance Hard Disk 4TB HDD for recording as per approved Make.	Nos.	2		
2.53	Supplying and fixing of following sizes of medium class 25 mm PVC conduit along with accessories in surface/recess including cutting the wall and making good the same in case of recessed conduit as required.	Mtr.	500		
2.54	SITC of CCTV LED monitor 27" Monitor with all its chords complete as required at site.	Nos.	1		
2.55	Supplying and fixing of wall mounted 2U rack for installation of network switches complete as required at site.	Nos.	2	HER E	
2.56	Providing of PVC molded Chairs as per direction of engineer charge.	Nos.	200		
2.57	Supply Installation testing and commissioning 15'x 8' prefabricated, portable, detachable, double layer insulated cabin for control room.	Nos.	1		
2.58	Supply installation testing and commissioning of motorized DMX control perforated/ gauze Projection screen size 16' X 9', automatic setting with preset switch for preset limit switch setting automatically stop the screen in UP and down position Motor control using 3 way rocker switch/optional original radio remote to raise or lower the fabric screen with minimum specifications as specified in the tender.	Nos	1		
2.59	Total of 'Part B'				
2.60	Total of Artistic work and Hardware work i.e. Project Execution/ Implementation Cost (Part A + Part B)			QUOT ED	
3.00	Part C - Operation and Maintenance Cost for Three years				
3.01	O & M Cost for 1 st Year (During Defect Liability Period)	Month	12		
3.02	O & M Cost for 2 nd Year (Comprehensive)	Month	12	BE	
3.03	O & M Cost for 3 rd Year (Comprehensive)	Month	12		

3.04	Total of Part C i.e. Operation and Comprehensive Maintenance Cost for Three Years				
4.00	Total of Part A + Part B + Part C (In Figure and Word)				

Note:

1. Description of work and actual quantities for Part B i.e. Hardware work are mentioned in BOQ.
2. The financial bid should be in Indian Rupees.
3. All bidders should indicate the total cost, "inclusive of all taxes", etc. excluding GST.

Date:

Place:

Signature of the authorized signatory and seal of the Bidder

Note:

The above-mentioned Financial Proposal/Commercial bid format is provided as BoQ_XXXX.xls along with this tender document at <http://etenders.gov.in/eprocure/app>

Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case, if the same is found to be tempered / modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with ITDC.