



INDIA TOURISM DEVELOPMENT CORPORATION LTD

TENDER DOCUMENT

TENDER NO. ITDC/SEL/Red Fort/2018

Dated: 04.05.2018

**Tender for Sound & Light / Multimedia show at
Red Fort, Delhi**

CLIENT:

India Tourism Development Corporation Ltd.

Scope Complex, 6th Floor,

Core 8, 7 Lodi Road

New Delhi-110003

www.theashokgroup.com

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SECTION - 1

1.1 BACKGROUND

India Tourism Development Corporation Ltd. – A Govt. of India Undertaking is a premier tourism organization. It, in 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, being Government of India Undertaking, is getting the projects implemented through agencies following the Government procedures and guidelines.

1.2 PREFACE:

India Tourism Development Corporation Ltd. has been inter alia engaged for Setting up Sound & Light / Multimedia Show of International Standards using latest technology at Red Fort, Delhi.

Through this NIT, Pre-Qualification cum Tender is invited for Implementation of Multimedia Show/ Sound & Light Show at Red Fort , Delhi on turnkey basis & on QCBS system as per Scope of work defined in this tender, from Agencies/Companies/ Firms /Individual/ Sole Proprietor /Joint Ventures/ Partnership/Limited Liability Partnership (LLP) in two Part system i.e. Part No.1: Pre-Qualification cum Technical Bid and Part No.2: Financial bid.

Completion time : 60 Days from 3rd day of issuance of Letter of Intent/Award.

Interested Agencies/Companies/ Firms /Individual/ Sole Proprietor /Joint Ventures/ Partnership/Limited Liability Partnership (LLP) having experience in the related field as mentioned in **Section -3** may submit their offers as per format and details described in this tender.

SECTION – 2

PREPARATION OF PROPOSAL

Sub: Setting up Sound & Light / Multimedia Show at Red Fort, Delhi

- 2.1 Open E-tenders (online bids) are invited on behalf of India Tourism Development Corporation Ltd. New Delhi for **Setting up Sound & Light / Multimedia Show at Red Fort, Delhi** as per terms and conditions indicated in the tender documents. **Manual tender shall not be accepted.**
- 2.2 Tender documents can be downloaded from the websites www.theashogroup.com or www.itdc.co.in or www.tourism.gov.in or www.asi.nic.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	4th May 2018
Bid Document Download / Sale Start Date	4th May 2018
Bid Submission Start Date	4th May 2018
Pre Bid Meeting	11th May 2018 at 1100 Hrs
Bid Submission End Date	18th May 2018 upto 1600 Hrs
Bid Opening Date	19th May 2018 at 1600 Hrs

Important Information

Earnest Money Deposit	Rs. 10.00 Lakh
Place of submission of Tender	E-Tender
Place of Opening of Tender	New Delhi
Contact Person	Sh. R N Kumar, H O D (SEL) and Sh. B M Sharma, Sr. Manager (E&M-SEL) Room No. 504, Core 8, Scope Complex 7, Lodhi Road, New Delhi PH: 011-24307504/24307505 Mob: 9560197380, 8800883690

2.3 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.

2.4 **Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids 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>.

2.5 **REGISTRATION**

2.5.1 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.

2.5.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

2.5.3 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.

2.5.4 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 / eMudhra etc.), with their profile.

2.5.5 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.

2.5.6 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.

2.6 SEARCHING FOR TENDER DOCUMENTS

2.6.1 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.

2.6.2 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.

2.6.3 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.

2.7 PREPARATION OF BIDS

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

2.7.2 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.

2.7.3 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.

2.7.4 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.*

2.8 SUBMISSION OF BIDS

2.8.1 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 time. Bidder will be responsible for any delay due to other issues.

2.8.2 The bidder has to digitally and manually sign and upload the required bid documents one by one as indicated in the tender document.

2.8.3 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

2.8.4 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.

2.8.5 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 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.

- 2.8.6 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.
- 2.8.7 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.
- 2.8.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 2.8.9 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 no. and the date & time of submission of the bid with all other relevant details.

2.8.10 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.

2.9 ASSISTANCE TO BIDDERS

2.9.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2.9.2 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.

2.10 Earnest Money Deposit:

2.10.1 The **Earnest Money deposit of Rs. 10.00 Lac (Rupees Ten Lakh Only)** 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, into consideration before submitting the bid. ITDC will not liable (in any case) for delay/non –payment 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

Note:

2.10.2 Bidders registered as Micro and Small Enterprises are exempted from payment of EMD on uploading of the valid self-attested certificate issued by the relevant authorities in place of "Copy of proof of payment through NEFT/RTGS/DD of EMD".

2.10.3 The bidders are advised to visit websites www.theashokgroup.com or www.itdc.co.in or www.tourism.gov.in or www.asi.nic.in (**for reference only**) and Central Public Procurement Portal i.e. CPPP site <https://etenders.gov.in/eprocure/app> **regularly till closing date of submission** of tender for any corrigendum / addendum/ amendment as all corrigendum / addendum/ amendment will be issued on website only.

2.10.4 The Hard Copy of original instruments **in case EMD is deposited through DD/Pay order, Soft copies of Shows/Films as per Pre-qualification Criteria etc. and Original copy of Affidavit** must be delivered to the Shri B M Sharma, Sr. Manager (SEL), or Asstt. Manager (SEL) ITDC, SCOPE complex, Core 8, Room No. 504, 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 Shows/Films as per Pre-qualification Criteria etc., against the submitted bid.**

2.11 Submission of Tender

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

2.12 Pre-qualification cum Technical Bid

The following documents are to be furnished by the bidders for **pre qualification cum Technical Bid** 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 relevant documents for ascertaining the existence of entity i.e. Details of establishment/Incorporation/ Registration
- iii) Scanned copy of brief company profile
- 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 turnover in last three Accounting years as per **Annexure II**
- vi) Scanned copy of Undertaking/Tender acceptance letter as per **Annexure III**
- vii) Scanned copy of Affidavit as per tender document at **Section 3, Part I under clause 3.2 (vi) i.e. "that in case of any ambiguity noticed in the documents submitted at any stage, we shall be entirely responsible and liable for any action as deemed fit under the law."**
- viii) Scanned copy of Proof of GST and PAN registration.
- ix) Scanned copy of Bank Solvency of value not less than Rs. 3.50 crore and not older than six months from the date of issue of this NIT.
- x) Scanned copy of Authorisation letter for signing the tender related documents (as required)
- xi) Scanned copy of concept/theme of the Sound and Light/Multimedia Show (in brief) along with Latest **Technology proposed**
- xii) Scanned copy of Hardware Equipment/Material List offered as per the technology proposed with their makes, model, quantities and their specifications as per **Annexure IV**
- xiii) Scanned copy of **Annexure V** for Information about Script Writer, Voice-over & Music.
- xiv) Scan copy of indicating position of viewing gallery, placement of equipment, control room and any other physical structure, if any, along with their description.
- xv) Checklist for prequalification cum technical documents as per **Annexure VI.**

2.14 PRICE BID

Schedule of price bid in the form of BOQ_XXXX .xls (**Annexure VII**)

SECTION – 3

Part: I : Pre-qualification cum Technical Bid

3.1 Eligibility Criteria

E-Tenders are invited from well-experienced, established and resourceful Agencies /Companies/firms/Sole Proprietor/ individual/ Joint Venture/ Partnership/Limited Liability Partnership (LLP) having experience in the field as under:

- Mounting the Sound and Light (SEL) /Multimedia Shows
OR
- Mounting the Laser Shows/ Water Screen Projection show
OR
- Commercial films certified by Central Board of Film Certification
OR
- TV Serials based on storyline
OR
- Published 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 Statutory Auditor/ Chartered Accountant towards receipt of full and final payment against the said project from Client /CBFC Certificate.

Proof of having successfully completed similar works as per above Eligibility Criteria during last 5 years ending last day of the month previous to the one in which tenders are invited (e.g. for the date 22nd June, the last day of month would be 31st May) as per the following:-

a) One similar completed work as per Eligibility Criteria costing not less than the amount equal to Rs. 250.00 Lakh.

OR

b) Two similar completed works as per Eligibility Criteria costing not less than the amount equal to Rs. 150.00 Lakh each.

Note: Escalation factors (for the cost of works executed to a common base value for works completed will be based on cost inflation index as notified by Central Govt.). The matrix for this project is as under:

Financial Years	Cost inflation Index
2017-18	272
2016-17	264
2015-16	254
2014-15	240
2013-14	220

3.2 Following documents shall be part of eligibility criteria:

- i) **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 Limited/Pvt. Ltd. / Sole proprietor / Partnership / Limited Liability Partnership (LLP). (Bidder should submit MOA/AOA/ Partnership Deed as applicable for the bidder).
- ii) Work Order & Completion Certificate from client or a certificate from Statutory Auditors / Chartered Accountant towards receipt of full and final payment against the said project from client /CBFC Certificate shall be submitted for the experience indicated.
- iii) A certificate from the Statutory Auditor/ Chartered Accountant, indicating turnover of the company as per **Annexure II** for the last three accounting years. Bidder is to submit annual audited accounts along with auditor reports for the same. **If average annual turnover during last three years is less than Rs. 3.50 Crore, the bidder will not be eligible.**
- iv) Copy of PAN registration.
- v) GST Registration No. (Copy to be enclosed), In case the bidders are not registered with GST in the Delhi State, where work is to be executed, the successful bidder shall get them registered in Delhi, and has to submit the same after registration before release of any/first payment as per law of land.
- vi) An affidavit on non-judicial stamp paper (purchased prior to the date of submission of bid) of Rs 100.00 duly notarized shall be submitted stating **“that in case of any ambiguity noticed in the documents submitted at any**

stage, we shall be entirely responsible and liable for any action as deemed fit under the law.”

vii) Bidder is required to submit the Bank Solvency of value not less than of Rs. 3.50 Crore and not older than six months from the date of issue of this NIT.

viii) The bidder to submit an Undertaking/tender acceptance letter as per **Annexure**

III

Note

- The proposal shall be written in English language only. The bidder has to digitally as well as manually sign and upload the required bid documents one by one as indicated in the tender document. **The unsigned bid document shall be summarily rejected.**
- All supported documents submitted with the tender shall be stamped and signed either by the Managing Director/Head of the entity OR by an authorized representative holding proper authorization from the Head of the Entity.
- Following original documents/instruments are required to be submitted on or before bid submission date/time as mentioned in critical date sheet:

(i) Hard Copy of original instruments like Demand Draft/Pay order in respect of Earnest Money.

(ii) Original copy of affidavit.

(iii) Soft copies of SEL Shows/ Films

3.3 Technical Documents

Technical bid documents shall be comprising of following:

- (i) Concept / Theme of the Sound and Light Show with the latest Technology proposed.
- (ii) Comprehensive Hardware Equipment/Material List offered as per the technology proposed with their makes, model, quantities and their specifications as per **Annexure IV**

Note: The detail of equipment shall be elaborative and shall be in line with Concept Treatment, storyline and Proposed Technology. General information of equipment may lead to disqualification.

(iii) **Information about Script writer, Voice & Music (Annexure V)**

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. 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 one Show/TV Serials /Films.
- b. **Voice over artist** - With their role like Narrator, Main Character, etc. and shall have sufficient experience for voice over in various shows including SEL/anchoring in major public announcement/ Broadcaster /Narrator with at least one voiceover completed as mentioned above.
- c. **Music** – Music Director in films/TV Serials/ Advertisement Films/SEL shows with Background music (original score), and shall have minimum one work completed as mentioned above.

(iv) **Viewing Gallery and other associated civil works** - The design of the viewing gallery and description indicating its position, placement of equipment, control room and any other physical structure, if any, along with their description. The detailing of the civil works for control room etc. to be mentioned. The sitting capacity as well as sitting chairs/benches to be defined (Minimum 500 sitting capacity is required).

(v) Suggestions of Value Additions to the Show, if any.

(vi) Check List for Pre-qualification cum Technical Documents (**Annexure VI**)

Part: II

Financial Bid (Financial Proposal)

- 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 –VII**). 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 5 years taking into consideration the defect liability period of one year and warranties of equipment, which are for 36 months from the date of commissioning and handing over.
- d. The prices of the services are to be indicated only in Local currency (Indian Rupees).

Part III : Other Terms and Condition

1. INSTRUCTIONS

- 1.1 Bidders are expected to examine all terms and conditions included in the documents. Failure to provide all requested information will be at their own risk and may result in rejection of the proposal (Bid).
- 1.2 The technical proposal must not include any financial information other than what has specifically been requested for, otherwise the offer may be declared non-responsive.

2. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

- 2.1 The original proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person or persons who are authorized to sign(s) the proposal.
- 2.2 The proposal should be valid for a period of **90 days** from the date of its opening of Technical Bid. Any request for extension for validity will be made in writing to the bidder.
- 2.3 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 bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder shall be disqualified forth with, if not yet, appointed as the successful bidder and if the bidder has already issued the LOI 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 bidder, without the Corporation being

liable in any manner, whatsoever to the bidder and without prejudice to any other right or remedy which the Corporation may have with initiation of any appropriate penal action as per the applicable law, accepting, blacklisting and debarring from participation in tender.

3. The evaluation of the bids shall be carried out by ITDC as per procedure laid under **Section-5**.

4 DISCUSSIONS

- 4.1 ITDC shall notify the successful bidder and invite it for discussions, if required.
- 4.2 The aim of the discussions is to reach an agreement for all points.
- 4.3 For negotiations on the prices, in particular of the hardware part, the bidder may be asked to give justification of the rates.

5 AWARD OF CONTRACT

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

6 PERFORMANCE GUARANTEE:

- 6.1 After issuance of Letter of Intent, within seven days, the Successful bidder has to deposit 5% of the Project Execution Cost as **Performance Guarantee** in the form of Account Payee Demand Draft/ Bank Guarantee from a Schedule Bank in an acceptable form. The Guarantee should remain valid till defect liability period of one year after the commissioning and handing over of all works related to show. The Performance Guarantee will be released after successful performance of the contractual obligation.
- 6.2 Detailed work order and subsequent agreement will be executed accordingly after submission of Performance Guarantee.

7 CONFIDENTIALITY:

Information relating to evaluation of proposals and recommendations concerning awards will not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning bidder has been notified that it has been awarded the contract.

8 Pre-bid Meeting:

A Pre-bid meet is **scheduled on 11.05.2018 at 1100** Hrs. onwards at the ITDC Conference Hall, 6th Floor, Scope Complex, Core-8, 7 Lodi Road, New Delhi-110003. 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.**

- 10.** It shall be deemed that by submitting the proposal, the bidder has made careful examination of the document, site conditions, rules and regulations concerning the assignment, received all information and acknowledged that it does not have a conflict of interest.
- 11.** Notwithstanding anything contained in this document, ITDC reserves the right to accept or reject any tenders or cancel the tenders at any time without any liability or any objection for their acceptance, rejection or cancellation.
- 12.** The bidders shall be responsible for all costs associated with the preparation of their proposal and their participation in the selection process, visits etc.
- 13. Conflict of Interest**
 - 13.1 The successful bidder shall not do or cause to be done any act or omission that may have the result of damaging, endangering or diluting the right or good will of ITDC.
 - 13.2 The successful bidder shall not receive any remuneration in connection with the assignment, except as provided in the contract. The successful bidder and its affiliates shall not engage directly or indirectly in activities that conflict with the interest of the ITDC under the contract, and shall be excluded from providing any service related to the assignment other than a continuation of the services under the ongoing contract.

SECTION - 4
SCOPE OF WORK

The show has to be of International Standard with latest technology, bidders are supposed to propose the Concept, technology to be used accordingly. The work is to be completed in **60 days** from the 3rd day of issuance of LOI. The project includes the following major components:

- i. Research, Approach and creation of Storyline towards the Red Fort.
- 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/Translation the Script in other Language i.e. in English after due approval of Script in first language.
- iv. The script including dramatization shall have the sufficient duration of the show i.e. 35- 40 min. in Hindi/English language.
- v. **The freedom struggle of India should be brought out prominently as the main theme in Red Fort.** The beginning may be from the time of Shahjahan and the history of making Red Fort should be the part of introduction.
- vi. **Approvals:** 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 of concerned authorities.
- vii. The script shall be compatible to implement on proposed technology.
- viii. To arrange voice-over, recording in both the languages i.e. Hindi and English.
- ix. After launch of the show in Hindi and English, voice overs in other five foreign languages need to be completed which will be informed separately.
- x. To arrange background music (original score) from reputed music director, recording, mixing, re-mixing, Tracking etc.
- xi. **Content and Art Production;**
 - a) Visualizing the content as per the Concept and Storyline.
 - b) Creating the content as per the technology proposed to be used based on Concept.
 - c) Technology proposed and software to be used shall be of the latest version of reputed brand with the proper license.
 - d) Submission of necessary documents in form of hard/soft copies.
 - e) Duration of the show shall be **35 to 40 minutes** in each language.

xii. **Approvals:**

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 Successful bidder for approval shall be forwarded to concerned authority and would be followed up by Successful bidder and ITDC. The plans have to be modified wherever required as per the requirements of ASI / Concerned authorities.

xiii. **Viewers gallery, Control room**

- a) Layout Design of the Viewers gallery, its position, placement of equipment, control room, frisking area, room for visitors handbags and any other physical structure, if any, to be defined for its approval from concerned authorities.
- b) Execution of works for the viewer's gallery and surrounding area for minimum 500 persons with proper lighting and the control room as per the concept perceived, required signage on approach road. The bidder shall choose the site as per their creative design in and around the gallery.
- c) Positioning of equipment shall be well defined in the layout.

xiv. **Hardware**

- a) Procurement of Hardware as per the details submitted in Technical proposal, during presentation and as per the proposed concept & designed.
- b) Installation of the hardware including all associated works for completion of hardware installation and Sound and Light/ Multimedia Show.
- c) The agency has to implement the multimedia show considering minimum 500 Spectators with multilingual running of show at a time in seven different languages with headphone facility. **One Thousand** Headphones shall be complete with their pocket-receiving units along with suitable batteries, rack mounted transmitters for seven languages, sufficient charging units, stands for minimum 1000 headphones to hold the headphone in the control room. Headphone shall be complete with stereo jack, lead wires etc. with suitable protecting cover from hygienic point of view. This protecting cover shall be replaceable on daily basis.

- d) Control room shall be suitably designed to accommodate all control room equipment like reputed control computers, UPS with batteries of suitable capacity for complete show as per electrical load, electrical panels, Dimmers, recorders (Audio Interface), Audio/dimmer rack etc. Software used shall be of used latest version licensed from the respective authorities for the proposed technology.
- e) All outdoor equipment shall have proper enclosure of suitable IP rating.
- f) All cables including main cable for control room from source of suitable capacity to take the electrical load.
- g) Bidder has to provide two frisking Machine/gate along with hand held unit.
- h) The bidder should provide details of OEM for the equipment installed for after sales service.

xiv. Programming System, Integration & Soft Commissioning

- a) Transferring the voice-over and content generated in the suitable format.
 - b) Programming the content along-with the voice-over, lighting integration, alignment etc.
 - c) Final system integration for soft commissioning of the project.
- xv. Any other related work pertaining to Sound and Light Show not specified / mentioned herein above.

xvi. Modifications/ Alterations:

After the show is soft commissioned, the same will be previewed by the ITDC /Client. Any suggestion in the concept / integration etc. received from the ITDC or Client, the same need to be incorporated before the show is finally commissioned and taken over.

xvii. Training of Staff

Operating the show for three months after the commissioning including training of staff of the Client for its operation.

xviii. Completion Drawings

The successful bidder shall submit as built drawings related to the show, Maintenance & Operation manual along with guarantee cards etc in soft and hard copies at the time of handing over of the work.

xix. **Life of Components**

The implementation of the project is of permanent nature & all the components are expected to have life of not less than 10 years except routine wear and tear. All copper cables shall be utilized besides it is to be ensured that after sales service is available within a reasonable time for all equipment installed. Structural and safety measures are to be ensured.

xx. **Recording of the show**

Two copies of the cloning of the show in all the seven 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 the seven languages is to be submitted.

xxi. **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, Fire Fighting equipment, CCTV for all the installed equipment and around gallery area, danger plates, Earthing, signage with the Incredible India logo's of Ministry of Tourism and ITDC etc.

Note: The work shall be executed as per the statutory guidelines of concerned authority.

SECTION – 5
EVALUATION / SELECTION CRITERIA

Technical Evaluation

- 5.1 The Evaluation Committee of ITDC will carry out its evaluation, of the pre-qualified parties, applying the evaluation criteria specified in the bid document. Each responsive proposal shall be attributed a technical score. Evaluation of the proposal of bidder will be done as per the documents submitted. **Bidders securing 14 or more marks from the Technical cum evaluation criteria under S No. 1 to 3 of Clause 5.2, will be called for thematic presentation.** The date and time of the presentations will be conveyed to the eligible bidders.
- 5.2 On the basis of the technical assessment and thematic presentation, **bidders securing minimum 70% (49 marks) out of Max Marks 70** 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

S. No.	Description	Max Marks 70
1	<p>Past Experience: Bidders completing the number of Pre-qualifying works as per PQ Criteria under Section 3</p> <p>Two works (out of which one work shall be Rs. 250.00 Lakh or more) - 2 Marks</p> <p>Three Works - 3 Marks</p> <p>More than three works - 5 Marks</p> <p>Note: Works shall means similar works costing for Rs. 150.00 Lakh or more.</p>	Total Marks 5
2	<p>Average annual Turnover from similar business in during last three years. The bidders has to submit the certificate from Statutory Auditor or Chartered Accountant in this</p>	Total Marks 3

	<p>regards.</p> <p>If the Average annual Turnover of the bidder is :</p> <p>More than Rs 3.50 Crores and up to Rs 10.00 Crores - 1 Mark</p> <p>More than Rs 10.00 Crores and up to Rs 20.00 Crores - 2 Marks</p> <p>More than Rs 20.00 Crores and above - 3 Marks</p>					
<p>3.</p>	<p>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.</p> <table border="1" data-bbox="276 779 1286 1637"> <tr> <td data-bbox="276 779 472 1637"> <p>a) Script Writer</p> </td> <td data-bbox="472 779 1286 1637"> <p>Script writer with experience of writing Scripts (Total Marks – 13 Marks)</p> <p>i) One Script for commercial film or TV Serial - 5 Marks</p> <p>ii) Two Scripts other than commercial films or TV Serials - 5 marks</p> <p>iii) One Script for Commercial Film or TV Serials and one script other than Commercial Film or TV Serial - 7 marks</p> <p>iv) Two scripts for Commercial Films or TV Serials - 8 Marks</p> <p>v) Three Scripts - 8 Marks</p> <p>vi) Four or more scripts - 10 Marks</p> <p>(In case Scriptwriter has won any National award given by Govt. of India will be awarded additional 3 (three) marks over and above i) to vi)</p> </td> </tr> <tr> <td data-bbox="276 1688 432 2069"> <p>b) Voice Over in English</p> </td> <td data-bbox="432 1688 1286 2069"> <p>Voice Over in various shows including SEL / anchoring in major public announcements/ Broadcaster / Narrator (Total Marks – 4 Marks)</p> <p>i) Two Voice over - 2 Marks</p> <p>ii) Three Voice Over - 3 Marks</p> <p>iii) Four or more Voice Over - 4 Marks</p> </td> </tr> </table>	<p>a) Script Writer</p>	<p>Script writer with experience of writing Scripts (Total Marks – 13 Marks)</p> <p>i) One Script for commercial film or TV Serial - 5 Marks</p> <p>ii) Two Scripts other than commercial films or TV Serials - 5 marks</p> <p>iii) One Script for Commercial Film or TV Serials and one script other than Commercial Film or TV Serial - 7 marks</p> <p>iv) Two scripts for Commercial Films or TV Serials - 8 Marks</p> <p>v) Three Scripts - 8 Marks</p> <p>vi) Four or more scripts - 10 Marks</p> <p>(In case Scriptwriter has won any National award given by Govt. of India will be awarded additional 3 (three) marks over and above i) to vi)</p>	<p>b) Voice Over in English</p>	<p>Voice Over in various shows including SEL / anchoring in major public announcements/ Broadcaster / Narrator (Total Marks – 4 Marks)</p> <p>i) Two Voice over - 2 Marks</p> <p>ii) Three Voice Over - 3 Marks</p> <p>iii) Four or more Voice Over - 4 Marks</p>	<p>Total Marks</p> <p>27</p>
<p>a) Script Writer</p>	<p>Script writer with experience of writing Scripts (Total Marks – 13 Marks)</p> <p>i) One Script for commercial film or TV Serial - 5 Marks</p> <p>ii) Two Scripts other than commercial films or TV Serials - 5 marks</p> <p>iii) One Script for Commercial Film or TV Serials and one script other than Commercial Film or TV Serial - 7 marks</p> <p>iv) Two scripts for Commercial Films or TV Serials - 8 Marks</p> <p>v) Three Scripts - 8 Marks</p> <p>vi) Four or more scripts - 10 Marks</p> <p>(In case Scriptwriter has won any National award given by Govt. of India will be awarded additional 3 (three) marks over and above i) to vi)</p>					
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	<table border="1"> <tr> <td data-bbox="277 248 432 618">c) Voice Over in Hindi</td> <td data-bbox="432 248 1278 618"> Voice Over in various shows including SEL/ anchoring in major public announcements/ Broadcaster / Narrator (Total Marks – 4 Marks) i) Two Voice over - 2 Marks ii) Three Voice Over - 3 Marks iii) Four or more Voice Over - 4 Marks </td> </tr> <tr> <td data-bbox="277 674 432 999">d) Music</td> <td data-bbox="432 674 1278 999"> Music Director in films /TV Serials / Advt. Films/ SEL Shows {Background music (original score)} (Total Marks – 6 Marks) i) Two works - 2 marks ii) Three works - 4 Marks iii) Four or more works - 6 Marks </td> </tr> </table>	c) Voice Over in Hindi	Voice Over in various shows including SEL/ anchoring in major public announcements/ Broadcaster / Narrator (Total Marks – 4 Marks) i) Two Voice over - 2 Marks ii) Three Voice Over - 3 Marks iii) Four or more Voice Over - 4 Marks	d) Music	Music Director in films /TV Serials / Advt. Films/ SEL Shows {Background music (original score)} (Total Marks – 6 Marks) i) Two works - 2 marks ii) Three works - 4 Marks iii) Four or more works - 6 Marks	
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d) Music	Music Director in films /TV Serials / Advt. Films/ SEL Shows {Background music (original score)} (Total Marks – 6 Marks) i) Two works - 2 marks ii) Three works - 4 Marks iii) Four or more works - 6 Marks					
4.	<p>Concept and Presentation</p> <p>The bidders has the liberty to conceive the project with their own ideas in line with International Standards. They must visit the site before submission of their proposal to familiarize themselves with the site conditions as well as rules and regulations of ASI. The presentation has to be supported with simulated visuals. The presentation shall be inclusive of position of viewing gallery, placement of equipment, control room and any other physical structure, if any.</p> <p>i) Thematic Concept and storyline with details: 10 Marks ii) Technology proposed to be used for the show: 10 Marks iii) Capsule simulation 2-3 minutes based on Concept, storyline and technology: 15 Marks</p>	<p>Total Marks 35</p>				

Financial Evaluation

- 5.3 The Financial Proposals shall be opened digitally which can be viewed by the bidders on their dashboard.
- 5.4 For Financial evaluation, total cost of financial proposal as corrected / modified mentioned below will be considered. When correcting computational errors, in

case of discrepancy between a partial amount and the total amount, or between word and figures, the amount mentioned in words will prevail. The evaluation committee will determine whether the financial proposals are complete and bidder has quoted rates/amount against the each corresponding items given in **Annexure VII.**

- 5.5 The Evaluation Committee shall ascertain if the financial proposal is complete and without computational errors. The successful bidder would be evaluated on QCBS system and bidder quoting overall lowest cost including Project Execution Cost and O & M cost would be awarded the highest marks i.e. 30 Marks. Marks of the other bidders would be evaluated as per detail given below :

Lowest (L1) = 30 Marks

Other bidders = $\frac{\text{Amount quoted by lowest party} \times 30}{\text{Amount quoted by the other bidders}}$

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.

SECTION – 6

TERMS OF PAYMENT

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

Stage	Payment Stage	(%) Percentage of payments for Project Execution Cost
I	On approval of the script with dramatized version of the script in both the language i.e. in Hindi and English and submission of layout drawing to authorities.	10%
II	On approval of layout by the authorities and completion of major civil works related to control room and supply and laying of cables and after the receipt of major Hardware / Equipment at site.	30%
III	After completion of the voice recording & music etc. in both the languages i.e. Hindi and English. Generating the visuals and graphics etc related to the show. (Necessary DVD/hard drives loaded with recording to submitted)	20%
IV	On complete installation of hardware/equipment, system integration, trial run & soft commissioning, modification, adjustment additions, alterations based on observations of stake holders as required & handing over of show in both the Languages.	20%
V	On successful running of the show for 3 months & launching of voice overs in remaining 5 foreign languages after acceptance by the authorities and submission of additional performance bank guarantee of 5% of Project Execution Cost valid till 60 months from the date of commissioning and handing over.	20%

- 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 five years (O & M) will be done on quarterly (3 months) basis on the yearly charges.
- The payments shall be released in INR only.
- For delay in delivery of goods/services as per the requirements, ITDC reserves the right to impose liquidated damages as stipulated in the tender.
- As per law of land, statutory deductions like income tax / TDS under GST, Labour cess (as & when applicable) etc shall be made from the successful bidder's bill as applicable.

SECTION – 7
ADDITIONAL INFORMATION

1. 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, mobilization, demobilization etc. as required and nothing extra shall be payable on any account. However, shall not include the GST & GST Cess (if applicable) herein after termed as GST.
2. GST or any other tax paid by the Bidder on materials, if any, procured by the Successful bidder in respect of this contract shall be payable by the successful bidder and the Corporation will not entertain any claim whatsoever in the said clauses.
3. The rates quoted by bidders shall be exclusive of GST. Bidder shall submit to ITDC the GST compliant tax invoice/debit note/revised tax invoice. GST charged in the tax invoice/debit note/revised tax invoice by the bidder shall be released separately to the bidder only after bidder file 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 either in cash or by way of adjustment of Input Tax Credit at the time of filling the monthly return.
4. The Successful bidder shall pass the benefits accrued due to the GST to the ITDC. In contingency of any legal proceeding /action taken by the tax authority for non compliance of anti profiteering clause by the Successful Bidder, the Successful Bidder shall 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 Bidder.
5. The Successful Bidder shall indemnify the ITDC from any direct losses suffered by the ITDC due to non compliance on part of Successful Bidder under GST Act, which may effects the GSTN rating of ITDC.
6. In case of any non compliance by the Successful Bidder which results into losses of input tax credit under GST Law to ITDC, the Successful Bidder shall pay ITDC an amount equal to loss input tax credit along with interest

/penalties or any other monetary loss suffered because of such non compliance under GST Act.

7. Successful Bidder indemnify the ITDC against any loss monetary or otherwise arising due to legal proceedings initiated by the tax authorities against ITDC as a result of non-compliance/ default in paying tax by Successful Bidder. Successful Bidder 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 Bidder.
8. 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 must convey separately 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.
9. The rates of the bidder shall be inclusive of labour-cess @ 1% which will be applicable on Hardware Cost quoted 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 board is not established in the state, recovery made by ITDC on account of labour-cess shall be retained and will be deposited with the labour board at the later date as and when the labour board is established in the State.
10. Any reduction in the quantities of the Hardware equipment in the final project conceived found to less than the quantity mentioned/ agreed in the tender will attract deduction of actual amount for the quantities found lesser based on the bill of entry or Performa Invoice.
11. The bidder will visit the site of the project at his own cost and the preliminary expenses of research, concept and simulation for the presentation etc will be borne by him. However, ITDC will assist and co-ordinate the entry and permission to the site.
12. The Bidder must ensure that the location selected is accessible and barrier free for physically challenged persons. If needed, minor works shall also be included in the Scope of Work.
13. Any equipment/material damaged before the handing over, the replacement and risk etc to be borne by the Successful bidder.

14. All risk, including terrorism risk, insurance policy to be taken by the Successful bidder, beneficiary ITDC up to defect liability period for the Hardware Cost including all allied associated works. This should also include the third party insurance and workman compensation policy of workers working at site.
15. All equipment supplied and installed for the shall be guaranteed for 36 months from the date of completion and handing over of the work. The defect liability period is for 12 months reckoned from the date of commissioning and handing over to client. The defects, if any, noticed during the defect Liability period shall be immediately rectified failing which the firm shall be liable for action by the ITDC/client.
16. All software, script and design shall exclusively be copyright of ITDC & shall not be utilized at all anywhere else.
17. Statutory variation, if any, during the currency of the contract shall be paid extra/recovered on production of documentary evidence.
18. The successful bidder will notify a Nodal Officer, who is well versed with aesthetic & technicality of the project, for proper coordination with ITDC/Client.
19. **Liquidated damages for delay** - 1% of the Project Execution Cost subject to maximum of Rs.25000/- per week or part thereof. The total liquidated damages of delay should be subject to an overall maximum of 10% of the Project Execution Cost. In case, the Successful bidder is not able to perform as per the satisfaction of the ITDC or in case of inordinate delay, the ITDC reserves the right to terminate the Contract and the firm will be liable to compensate for the loss.
20. The ITDC/ITDC's client will provide storage space to the Successful bidder for storage of equipment etc. However, safety and security of the space and equipment shall be the responsibility of the Successful bidder.
21. Providing temporary electrical connection for installation only shall be facilitated by ITDC 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 Successful bidder. The water & electricity for soft commissioning and for running the show would be provided by client.

22. The Successful bidder shall be solely responsible for complying with all provisions of EPF & Misc. Provisions Act 1952 and ESI Act, relating to manpower engaged for this contract and in the event of any liability on ITDC by virtue of its being principal employer due to failure of the agency to comply with the said Act, the Successful bidder shall indemnify and reimburse the amount payable by ITDC on this account.
23. If, at any time during the execution/operation of work, the Successful bidder is unable to proceed with the work and is not responsive to the requests and notices of the Corporation to continue work, the Corporation reserves the right to get the work completed at the risk and cost of the Successful bidder. The Successful bidder shall, in addition, indemnify the Corporation for the loss suffered by the Corporation as a result of his failure to proceed with the work.
24. It may be ensured that only top class agencies for any/all activities or items to be outsourced are engaged by the Successful bidder. Each and every item and service provided /rendered is to be of excellent quality and conform to International standards/specifications/practices of quality failing which they are liable for rejection at no costs thereon. All items and services are also to conform to International safety standards / standards as laid down by local Authorities.
25. The Guidelines of the local land form an integral part of the tender document and need to be complied with in all respects.
26. The offer submitted should be complete in all respects. It is mandatory to bid for the entire scope of work in this document. Incomplete/conditional offers shall not be considered for evaluation and are liable for outright rejection. Offers not fulfilling any of the conditions are liable for rejection.
27. The decision of ITDC shall be final. The bidder shall be bound by the terms and conditions of this document and shall not raise any objection on the same once the agreement is executed.
28. Submission of a bid is an acceptance on the part of the bidder to conform to the rules and regulations of (all) Statutory Agencies /Authorities and the Law of the Land in all respects. The bidder must be careful to read and understand the terms and conditions of the tender document
29. Safe material shall be used with adequate and requisite provisions for covering exigencies etc. No compromise on safety standards shall be

accepted. The installations shall be sturdy and safe in all respects to avoid any mishap. It is the responsibility of the bidder that all factors have been properly investigated and considered while submitting the bid.

30. All the material provided shall be of a quality befitting the status of the show. If it is found that sub-standard material is used, payment for the same will not be released. In case any discrepancy in the material is noticed at any stage, the same shall be rectified at no extra cost. The selected agency shall have to complete the entire job by the time schedule indicated in this document.
31. All liabilities including claims, insurance, legal etc. shall also be settled by the Successful bidder. ITDC and / or its clients shall be indemnified of any such claim/s. The Successful bidder will reimburse all such contribution, expenses & all other charges/liability to which ITDC may be held liable in connection with the execution of work by the Authorities/Court compensation for the purpose under the provision of any of the laws, social legislation in force as on date or which may be made applicable subsequently.
32. The Successful bidder will ensure the presence of their liaison teams, technical teams, etc. at site during execution of works at site.
33. **Termination by default:** ITDC reserves the right to terminate the contract in case of change in the Government procedures OR policy or unsatisfactory services.
34. **Risk – Purchase Clause :** If the bidder, after submission of tender and the acceptance of the same, fails to abide by the Terms and Conditions of the tender document or fails to complete the work within the specified time or at any time repudiates the contract, ITDC will have the right to:
 - (a) Forfeit the EMD
 - (b) Forfeit the Performance Security.
 - (c) Impose liquidated damage for the delay in completion of the work.
 - (d) In case of completion of balance / entire work through alternative sources at a price higher than the original contract amount, the successful bidder will pay the balance amount to ITDC.
 - (e) For all purposes, the work order accepted by the bidder as issued by the ITDC will be considered as the formal contract.

35. **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.
36. **Jurisdiction**: The contract shall be governed by the Laws of India and jurisdiction of courts for legal issue will be Delhi.
37. **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.
38. The India Tourism Development Corporation will return the earnest money, where applicable, to every unsuccessful bidders.
39. No interest shall be payable to any Earnest Money Deposit.
40. This tender shall form part of the Contract agreement.
41. Two persons nominated by ITDC / Client 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.
42. **Ownership**: The Script and its recording shall have the sole ownership of ITDC/ ITDC's Client and will not be utilized by the Successful bidder in any form.
43. **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 8** and all communications including this tender will be part of the agreement documents.

Section 8
FORMAT FOR AGREEMENT

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

This agreement, herein referred to as Agreement, entered into on this _____ between India Tourism Development Corporation Ltd. having its registered office at 6th floor, Scope Complex, Core 8, 7 Lodhi Road, New Delhi 110003 (hereinafter referred to as the First Party, which expression shall include its successors and assignees) of the first part and _____ (hereinafter referred to Second Party, which expression shall include its successors and assignees) on the second part.

Whereas the First Party is desirous of executing the Sound and Light/Multimedia Show at Red Fort, Delhi and has invited tenders describing the works to be done from the bidders.

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 Sound and Light Show at Red Fort, Delhi of high standard in Seven 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 seven 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 5% 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.25000/- 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.

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. 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

Agreed by Second Party

I.T.D.C (First Party)

(Name and Signature with seal)

(Name and Signature with seal)

In the presence of

In the presence of

1.

1.

2.

2.

Section - 9
Operation & Maintenance Contract

- 1 The Bidders have to quote separately for the operation cost for one show on daily routine basis (With one weekly off) 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 as in Financial bid at s.no. "1" of **Annexure VII**. The cost is to be quoted s.no. "2" of **Annexure VII**
- 3 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 agency. Also the equipment are warranted for 36 months, therefore, the bidder should quote the operation & maintenance cost for 1 to 5 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 Client
- 4 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.
- 5 The show timings will be notified by the concerned authorities well in advance and staff shall be available at least two hours before the show for daily routine maintenance.
- 6 The successful bidder shall provide Manpower/workforce (the "technical staff") suitable for the job work specified by the CLIENT and communicated to the agency in writing. In case the staff provided by the successful bidder to the CLIENT is not found satisfactory, the CLIENT and the successful bidder shall agree to replace such staff forthwith.
- 7 The Agreement shall be for a period of **five years** including the defect liability period of one year and may be renewed further.
- 8 The successful bidder will also ensure that the technical staff provided by the agency 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 CLIENT or its employee. In the event of any complaint received by the CLIENT against any of the workers of the agency, the same shall be forwarded to the successful bidder for remedial action and is expected to take such action expeditiously.

- 9 It is clearly understood by and between the parties to the Agreement that the staff shall at all times and for all purpose shall be the employees of the successful bidder.
- 10 Prices quoted shall remain firm and free from any fluctuation/escalation during the contract of operation & maintenance period.
- 11 In case at any time, the show is not operative due the reasons attributable to successful bidder, a penalty equivalent to average daily sale of last six months will be levied. In case of continuous disruption of show for more than fifteen days for the reasons attributable to successful bidder, CLIENT has right to take appropriate action including termination of the contract without any notice and forfeit the due payments for this work.
- 12 In case of any technical snag, the successful bidder team will rectify such snag promptly.
- 13 The CLIENT will not interfere or influence in any manner the selection or engagement of the staff. Further, the CLIENT 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.
- 14 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 CLIENT on this account.
- 15 The successful bidder or the staff will not act in a manner derogatory to or inconsistent with the CLIENT's high standard and reputation or its business or cause nuisance in the management of the business or its customers or visitors.
- 16 The successful bidder shall indemnify the CLIENT 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.
- 17 **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.
- 18 **Payment terms:** Payments for operation and maintenance (5 years) will be done on quarterly (3 months) basis on the yearly charges as offered by the bidder.
- 19 A Separate agreement in this regards will be executed between CLIENT and the successful bidder.

Note: The word CLIENT appearing in this section means the agency/ authority running the show.

Section 10
Pre Contract Integrity Pact

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

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

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

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specific actions by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

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

1. COMMITMENTS OF THE BUYER

1.1 The BUYER undertakes that no official of the BUYER connected directly or

indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process bid evaluation, contracting or implementation process related to the contract.

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

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

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

3. COMMITMENTS OF BIDDERS

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

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

in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 3.2** The BIDDER further undertakes that it has not given, offered, promised to give directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing forbearing to show favour or disfavor to any person in relation to the contract or any other contract with buyer.
- 3.3** **BIDDERS** of foreign origin shall disclose the name and address of the Agents/Representatives in India and Indian BIDDERS shall disclose foreign principals.
- 3.4** BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary in connection with this bid/contract.
- 3.5** The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized Government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede facilitate or in any way to recommend to the BUYER or any of its functionaries, whether official or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payment he has made is commented to or intends to make to officials of the BUYER or their family members agents brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7** The BIDDER will not collude with other parties interested in the contract to impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the

contract.

- 3.8** The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- 3.9** The BIDDER shall not use improperly for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of the business relationship regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12** If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly is a relative of any of the officers of the BUYER or alternatively if any relative of any officers of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term "Relative" for this purpose would be as defined in Section 6 of the Companies Act, 1956.
- 3.13** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings of transaction directly or indirectly with any employee of the BUYER.

4. PREVIOUS TRANSGRESSION

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

already awarded, can be terminated for such reason.

5. SANCTIONS FOR VIOLATIONS

- 5.1** Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions wherever recurred.
- i.** To immediately call off the pre-contract negotiations after assigning any reason. However, the proceedings with the other BIDDER(s) would continue.
 - ii.** The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall assign reason therefore.
 - iii.** To immediately cancel the contract if already signed, without giving any compensation to the BIDDER.
 - iv.** To recover all sums already paid by the BUYER and in case an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - v.** To encash the advance bank guarantee and performance bond/warranty bond if furnished by the BIDDER in order to recover payments already made by the BUYER along with interest.
 - vi.** To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money due to the BIDDER.
 - vii.** To debar the BIDDER from participating in future bidding processes of the Govt. of India for a minimum period of 5 years, which may be further extended at the discretion of the BUYER.

- viii.** To recover all sums paid in violation of this Pact by BIDDER(s) any middlemen or agent or broker with a view to securing the contract.
 - ix.** In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - x.** Forfeiture of Performance Bond in case of a decision by the BUYER to seek for the forfeiture for imposing sanction for violation of this Pact.
- 5.2** The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3** The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor (s) appointed for the purposes of this Pact.

6. FALL CLAUSE

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

7. INDEPENDENT MONITORS

- 7.1** The BUYER appoints independent Monitor for this Pact in consultation with the Central Vigilance Commission (Name and Address of the Monitors to be given).
- 7.2** The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations

under this agreement.

- 7.3** The Monitor is not subject to instructions by the representatives of the parties and performs his functions, neutrally and independently.
- 7.4** Both the parties accepted that the Monitor has the right to access all the documents relating to the project/procurement including minutes of meeting.
- 7.5** As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Authority designated by the Buyer.
- 7.6** The BIDDERS accept that the Monitor has the Right to access without restriction to all project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER with confidentiality.
- 7.7** The BUYER will provide to monitor sufficient information about all the meetings among the parties relating to the project provided such meeting could have an impact on contractual relation between the parties. The parties will offer to the Monitor the option to participate in such a meeting.
- 7.8** The Monitor will submit a written report to designated Authority of Buyer in the Department within 8 to 10 weeks from the date of reference or intimation to him by the buyer/bidder and should the occasion arise, submit proposal for correcting problematic situations.

8. FACILITATION OF INVESTIGATION

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

9. LAW AND PLACE OF JURISDICTION

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

10. OTHER LEGAL ACTIONS

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

11. VALIDITY

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

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

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

BUYER

BIDDER

Name of the Officer
Designation "Chief Executive Officer"
Dept./MINISTRY/PSU

WITNESS

WITNESS

1. _____

1. _____

2. _____

2. _____

Annexure-I

Bidder Experience on the basis of Implementation of Sound and Light Shows/Multimedia Shows OR Laser shows OR Water screen Projection shows OR Commercial films (certified from CBFC) OR TV Serials based on storyline OR Published Documentary Films/Short Films/ Advertisement Films during the last 5 years supported with documents like Work Order/Purchase Order , Completion Certificate from Client/ Certificate from Statutory Auditors or Chartered Accountant as mentioned in tender document / CBFC certificate for films with detail of Hardware Equipment as required.

Experience:

S.N	Name of the shows/works / films with location	Details of Shows/ Works/Films	Cost of the Project in INR	Name of the Client	Starting Date of Project	Completion Date of Project
1						
2						
3						
4						
5						
6						
7						
8						

(Signature of Authorized Signatory)

Annexure-II

Format for Annual Turnover for the last 3 years as per the Audited Accounts

S.N.	Financial Year/Accounting Year	Total Turnover Indian Rupees(INR)	Turnover from Similar works as per eligibility criteria Indian Rupees(INR)
1	Financial year 2014-15/ Calendar Year 2014		
2	Financial year 2015-16/ Calendar Year 2015		
3	Financial year 2016-17/ Calendar Year 2016		

(Signature of Authorised Signatory)

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

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

UNDERTAKING/TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

**HOD (SEL)
ITDC, Scope Complex
Lodhi Road, New Delhi**

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: ITDC/SEL/Red Fort/2018

**Name of Work: Setting up of Sound & Light / Multimedia Show at Red Fort,
Delhi**

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/eprocure/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 59** (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 the 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)**

(Hardware Equipment/Material List)

Equipments/ Materials for the work of setting up Sound & Light / Multimedia Show at
Red Fort, Delhi.

(Un-priced)

S.No.	Description of items with make, model with specifications as per Proposed Technology and Concept	Unit (in number or as required)	Qty.
A	Lighting Equipment		
B	Audio related equipment		
C	Projection System/ Laser system		
D	Effect machines like Fog machines, Strobes Flame etc.		
E	Control Room Equipment		
F	Electrical allied works		
G	Essential Services equipments		

H	Any other equipment		

Note: The above annexure is for reference only. Bidder has to specify the list of equipment offered as per technology proposed and as per Concept with Quantities, Make, Model and Specifications.

Information about Script Writer, Voice & Music
for the work of Implementation of Sound & Light / Multimedia Show
at Red Fort.

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.

CHECK LIST

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

S.N.	Description / Information	Please tick after enclosing the document
	Part- I	
	Pre Qualification Document	
1	Earnest Money: Rs 10.00 Lakh	
2	Copy of PAN No.	
3	Copy of GST Registration	
4	An Affidavit on non-judicial stamp paper of Rs.100.00 duly notarized – (As per Section 3 Part I under clause 3.2 (vi))	
5	Authorization letter to sign the tender	
6	Relevant Documents for ascertaining the existence of entity like certificate of Year of establishment of firm	
7	Structure/Brief Profile of the firm	
8	Experience with documentary support as per Annexure I	
9	Average Annual Turnover of the company for the last three years as per Annexure II .	
10	Undertaking/Tender acceptance letter on Company Letter Head as per Annexure III	
11	Valid Bank Solvency of value not less than Rs 3.50 Crores	
12	Copy of Concept/ Theme of SEL show (in brief) alongwith latest technology proposed.	
13	Hardware Equipment/Material List as per Annexure IV	
14	Information about Script Writer, Voice over & Music as per Annexure V	
15	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.	
16	Check lists for technical documents as per Annexure VI	

Note: All above documents as listed above should be self-attested.

Format for Financial Bid

Name of Work: Setting up Sound & Light / Multimedia Show at Red Fort, Delhi.

Bill of Quantity

S. No.	Description of Item in brief	Unit	Qty	Rate in INR	Amount in INR
1	Project Execution Cost				
1.1	Artistic Direction cost including Visualisation, Content Generation works	Job	1		
1.2	Hardware Cost including all allied associated works (as per list enclosed for the proposed technology and concept)	Job	1		
1.3	Total Project Execution Cost (1.1+1.2)				
2	Operation and Maintenance Cost			Rate per Month in INR	Amount per year in INR
2.1	O & M Cost for 1 st Year (During Defect Liability Period)	Month	12		
2.2	O & M Cost for 2 nd Year	Month	12		
2.3	O & M Cost for 3 rd Year	Month	12		
2.4	O & M Cost for 4 th Year	Month	12		
2.5	O & M Cost for 5 th Year	Month	12		
2.6	Total O & M Cost for Five Years				
	Total of Part 1 (Project Execution Cost) and Part 2 (O&M Cost)				

Note:

- i. The financial bid should be in Indian Rupees.
- ii. 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 Agency

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.