

February 2019

REQUEST FOR PROPOSAL (RFP)

FOR

***Design and Installation of Light, Sound and Multimedia
Show having “WOW” effect at Town Square, Mall Road,
Shimla, Himachal Pradesh
Including Operation & Maintenance for Five years***

Issued By



**Department of Tourism & Civil Aviation, Shimla,
Government of Himachal Pradesh
SHIMLA**

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DEPARTMENT OF TOURISM & CIVIL AVIATION, SHIMLA
HIMACHAL PRADESH
07 February 2019

REQUEST FOR PROPOSAL

Proposals are invited from registered contractors with DoT&CA/ I.T.D.C. or other Govt. Dept. and Reputed Agencies as per eligibility for the following work.

Name of Work	E.M.D. in Rs.	Time for Completion (Days)	Eligibility /RFP cost in Rs.
<i>Design and Installation of Light, Sound and Multimedia Show having "WOW" effect at Town Square, Mall Road, Shimla, Himachal Pradesh. Including Operation & Maintenance for Five years.</i>	5,00,000/-	120	<u>As per the criteria mentioned in the Request for Proposal Document/ Rs. 5,000/-</u>

- **Physical Submission of EMD:** - The EMD in form of B.G. / DD for an amount of INR 5,00,000/- should be physically submitted (offline) to The Director, Department of Tourism and Civil Aviation, Block No. 28, SDA Complex, Kasumpti, Shimla-171009, along with the Proposal.
- **RFP forms** :- On line Available from 03.00 P.M. on **08 February 2019** in www.himachaltourism.gov.in
- **Pre-bid Meeting:** - **20 February 2019; 11:00 AM** at the office of The Director, Department of Tourism and Civil Aviation, Block No. 28, SDA Complex, Kasumpti, Shimla-171009
- **Receipt/Submission:** - Last day for submission of bids Offline **11 March 2019; 03:00 PM** at the address mentioned below.
- **Opening of Proposals** :- At the office of The Director, Department of Tourism and Civil Aviation, Block No. 28, SDA Complex, Kasumpti, Shimla-171009, on **11 March 2019; 3:30 PM.**

Note: -

1. To facilitate checking the responsiveness and evaluation of Proposal, DoT&CA may at its sole discretion, without being under any obligation to do so, reserves the right to call for any clarification from any Bidder regarding its

Bid after opening of Proposal, Such clarification(s) shall be provided within the time specified by DoT&CA for this purpose. If the Bidder does not provide the clarification sought within the prescribed time, its Bid shall be liable to be rejected. In case it is not rejected, DoT&CA may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding.

2. The Director, DoT&CA reserves the right to reject any or all bids without assigning any reason thereof or to accept any bid in the interest of Himachal Pradesh Tourism.

Director
DEPARTMENT OF TOURISM &
CIVIL AVIATION,
SHIMLA, HIMACHAL PRADESH

Advt.No. / / /

Dated:

DISCLAIMER

The information contained in this REQUEST FOR PROPOSAL document (*the "RFP"*) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of DIRECTOR, DEPARTMENT OF TOURISM & CIVIL AVIATION, (hereinafter referred as "**DoT&CA**") or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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

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

DoT&CA also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. DoT&CA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

This RFP is not an agreement and is neither an offer nor invitation by DoT&CA to the prospective Bidders or any other person. The purpose of this RFP is to provide the Bidders with information that may be useful to them in preparing and submitting their proposal pursuant to the Bidding Documents including this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by DoT&CA in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for DoT&CA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore,

conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

The issue of this RFP does not imply that DoT&CA is bound to select a Bidder or to appoint the Successful Bidder, for the Project and DoT&CA reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DoT&CA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and DoT&CA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

DEFINITIONS

“Agreement” means agreement entered into by the Successful Bidder and DoT&CA in respect of the project.

“Applicable Laws” means any order, law, regulation, ordinance, rule, judgment, verdict, bye-law, approval, directive, guideline, policy, requirement, or other government restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law of any of the foregoing, by any Government Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter. In case of persons/firms from foreign countries, the applicable laws shall further include laws controlling/relating to business activities of foreign Nationals in India viz. FERA, FEMA etc.

“Annexure” shall mean the form prescribed under the RFP Documents.

“Bid” shall mean this RFP document and all supporting documents submitted by the Bidder during the bidding stage.

“Bidder” shall be as defined as any Individual Entity incorporated under Company’s Act, 2013/ The Indian Partnership Act, 1932 and any other statutory act of the Indian Parliament or a group of such entities willing to submit their Bid as per terms and conditions of this document.

“Consortium” shall mean a Joint Venture/Group of entities who have come together for the purpose of submitting a single Bid in response to this RFP document.

“Contract documents” shall comprise the following:

- a) The bid documents, signed by the Successful Bidder/s in token of acceptance.
- b) Common Set of Deviations signed by the Successful Bidder/s in token of acceptance.
- c) Bid submitted by the Successful Bidder/s along with other details during the bidding stage
- d) All correspondence between the DoT&CA and the Successful Bidder/s after opening the bid and up to acceptance of bid by DoT&CA.
- e) Any other document as may be mutually agreed to form a part of the contract document.

All the above documents and letters shall be collectively referred as Contract document.

“Engineer-in-Charge” shall mean the Engineer in charge of the project or any other Engineer &/or firm nominated by the Director, DoT&CA.

“Lead Member” shall have the meaning ascribed to it in Clause no.4.2.c

“DoT&CA/ DEPARTMENT OF TOURISM & CIVIL AVIATION” shall mean the Director, Himachal Pradesh Tourism having its office at Block No. 28, SDA Complex, Kasumpti, Shimla-171009 ; Ph.: 0177 - 2625864 .

“RFP/RFP document/document” shall mean the RFP document issued by the Director, DoT&CA

“Parties” shall mean the parties expressing their interest collectively and **“Party”** shall mean either of the Parties expressing its interest individually.

“Project” shall mean Development of Designing and Installation of Design and Installation of Light, Sound and Multimedia Show having “WOW” effect at Town Square, Mall Road, Shimla, Himachal Pradesh including Operation & Maintenance for five years in Shimla, Himachal Pradesh.

“Project Cost” shall mean the cost indicated by the Successful Bidder for covering all the activities in project as per the financial details of the proposal, submitted by the Successful Bidder along with his bid and as finally accepted by the DoT&CA after negotiating if any, with the Successful Bidder. It shall be inclusive of all taxes reasonable profit, interest, etc.

“Project Facility/ Components” shall mean and include all works to be constructed/erected/installed & commissioned under the Project.

“Proposal” shall mean the document comprising the Technical Bid & Financial Bid as defined in Clause no. 4.4 & 4.5 of this RFP document.

“Scope of Work” means the scope of work for the project as defined in Section-2 of this RFP document.

“Sub-Contractors/Third Parties/External Agencies” shall mean any person possessing the requisite skill, expertise and capability for various types of works like erection, installation & construction of musical fountain, projection system, audio system, civil/ structural/ electrical engineering structures/ equipment engaged by the Successful Bidder for executing a part of the project. However, it shall not include a sub-contractor, who has under taken the sub-contract of entire project.

“Successful Bidder/s” shall mean the bidder whose bid has been found acceptable to DoT&CA as per Clause no. 5.2, 5.3 and 5.4

“Work/Works” shall mean all the works relating to the project to be executed by the Successful Bidder in accordance with the Agreement/RFP document.

Interpretation

In this agreement, unless the context otherwise requires, any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;

References to Indian law shall include but not limited to the laws, acts, ordinances, rules, regulations, guidelines or byelaws which have the force of law in any State or Union Territory forming part of the Union of India;

The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);

The headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Contract;

The words "include" and "including" are to be construed without limitation;

References to "construction" include, unless the context otherwise requires investigation, design, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction;

Any reference to any period of time shall mean a reference to that according to Indian Standard Time;

Any reference to day shall mean a reference to a calendar day;

Any reference to month shall mean a reference to a calendar month;

Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;

References to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;

Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days and dates;

1. INTRODUCTION

1.1 BACKGROUND

The Department of Tourism & Civil Aviation, HP, is the nodal agency that plays a pro-active role in the promotion of tourism in the State. This is done through a wide range of literature and publicity material, participation in national and international fairs / meet, by creating / upgrading infrastructure and transport amenities in the tourist places / destinations and by creating new tourist products in the State. This is also being done through public private participation. The Department also plays regulatory role under the H.P. Tourism Development and Registration Act, 2002.

Department of Tourism & Civil Aviation, Himachal Pradesh intends to set up "WOW" Show of International Standards using latest technology at Mall Road, Shimla.

The DoT&CA expects the Bidder, **who is essentially involved in Creative & Artistic Production**, to conceptualize, and implement the light, sound and multimedia show in collaboration with relevant hardware suppliers and installers of repute and also undertakes the operation & maintenance of the show for 5 years.

It is proposed to hold the light, sound and multimedia show (**hereinafter referred to as Multimedia Show**) thrice a day, every day, except Saturday, Sunday, Holidays and special days, on which days it will be held five times a day.

The light and sound show should be in 2 languages namely Hindi and English, in case the bidder wants to use voice over and/or text as a medium of expression. There could be occasion specific, like Independence Day, Festival Day script for this show. The Bidder has to also take the views of the steering committee constituted by the DoT&CA while designing the show.

1.2 NAME OF THE PROJECT

Design and Installation of Light, Sound and Multimedia Show having "WOW" effect at Town Square, Mall Road, Shimla, Himachal Pradesh including Operation & Maintenance for Five years.

Proposals are invited for selection of agencies who are rich in experience in Conceptualizing and Implementing of light, sound and Multimedia Show at Shimla, including Operation & Maintenance for Five years **ON TURNKEY BASIS** from Companies/Individual/Proprietors/Consortiums, based on the **competitive and quality-based** offers.

Completion time: The completion time shall be 120 days from the date of issuance of Work Order to the Successful Bidder including winter.

2. SCOPE OF WORK

2.1 GENERAL SCOPE OF WORK

The General Scope of Work of the Project for the Bidder includes the following major components:

- a) Research and creation of concept towards the Design and Installation of Light, Sound and Multimedia Show having “WOW” effect at Town Square, Mall Road, Shimla, Himachal Pradesh including Operation & Maintenance for Five years in Shimla, Himachal Pradesh.
- b) Writing scripts, Dramatization of the scripts in first language, seeking approval from the appropriate authority and making necessary amendments as suggested, if any.
- c) To arrange the voices to provide recording shall be utilized for the show.
- d) To arrange music (original score), recording, mixing, remixing, etc.
- e) Any kind of special effects if required synchronized with the script/content.

2.2 CONTENT AND ART PRODUCTION

- a) Visualizing the content as per the concept perceived.
- b) Creating the content i/c videography/chroma shooting/ mapping etc. as per concept.
- c) Submission of necessary documents in form of hard/soft copies in High Definition format of not less than 1080 x 1920 pixels.
- d) Duration of each show shall not be more than 5 min. in each language, in case the medium of expression used is voice over and/or text, otherwise duration of 5 minutes shall be applicable to show of a particular day and/or 5 minutes for each show, if more than one show is played on a given day.
- e) The space available to be utilized to the maximum.
- f) Two copies of the cloning of the show in both the languages shall be submitted after the commissioning and handing over of the show. The aforementioned copies are to be submitted in One-Terabyte Hard disk of Western Digital/Seagate make. In case the medium of expression used is voice over and/or text, otherwise only one copy shall be submitted.

2.3 APPROVALS

The Successful Bidder shall submit all drawings, documents, applications through The Director, Department of Tourism & Civil Aviation, Shimla (The

Director, DoT&CA) and pursuing with concerned authorities for approval regarding script, layouts, control room, electricity load, water etc. The concept offered by the bidders shall be with full consideration of the site conditions. The plan submitted by the successful Bidder for approval shall be forwarded through The Director, DoT&CA and followed up with its Steering Committee. But the plans have to be modified wherever required as per the requirements of Steering Committee/concerned authorities. The Bidder shall be responsible for getting required approvals from the concerned authorities within a period of 60 (Sixty) days from issuance of the Work Order by DoT&CA.

2.4 CONTROL ROOM

No space shall be provided for constructing a new Control Room. The successful Bidder shall have to establish the control room in one of the available rooms. For installing the projection system, the Bidders are expected to use the environmentally friendly protection system. Due care/protection systems have to be installed for outdoor equipment, particularly against monkeys.

2.5 HARDWARE

- a) Procurement of Hardware as per the benchmarks as mentioned in Section no.3 of this RFP document.
- b) Installation of the hardware including all associated works for completion of hardware installation of Light, Sound and Multimedia Show having “WOW” effect at Town Square, Mall Road, Shimla, Himachal Pradesh
- c) Capacity of UPS to take care of technical safety of sensitive equipment through UPS.
- d) It is to be ensured that after sales service is available within a reasonable time as mentioned in Service Level Agreement (SLA) for all equipment used. The works shall be executed as per the statutory guidelines of concerned authority. The control cables should be of the best quality and all the electrical works should comply with the Indian/state electricity rules.
- e) The hardware should be compatible to work in climatic conditions and altitude of Shimla.

2.6 OTHER LANGUAGES

- a) Translation of the dramatized show in Hindi script into English language as required.
- b) To arrange the voices to provide recording shall be utilized for the show.
- c) Arrange music (original score), recording, mixing, re-mixing, Tracking etc.

2.7 PROGRAMMING SYSTEM, INTEGRATION & SOFT COMMISSIONING

- a) Transferring the voiceover and content generated in the suitable format.
- b) Programming the content along-with the voice-over, lighting integration.
- c) Final system integration for soft commissioning of the project (For the purpose of this RFP Soft Commissioning refers to the trial show for the purpose of assessment prior to Commissioning).
- d) Any other related work pertaining to Musical Fountain, Sound and Light Show not specified or mentioned herein above.
- e) All the software shall be locally programmable in order to change the musical content periodically.
- f) The software & the Hardware, wherever necessary shall be Net Enabled

2.8 MODIFICATIONS/ ALTERATIONS

After the show is soft commissioned, the same will be reviewed by the Steering Committee of DoT&CA. If the Steering Committee feels that audio visuals need to be modified for reasons like proper synchronization, clarity of speech, pronunciations etc., the same need to be incorporated without any extra cost before the show is finally commissioned and handed over to the DoT&CA.

2.9 TRAINING OF STAFF

The staff of the DoT&CA or any other Person appointed by the DoT&CA for operation of the shows, shall be trained by the successful Bidder from the date of first public show, so as to ensure the smooth operation of the shows, in emergency, by the staff/representative of the DoT&CA, as the case may be.

2.10 COMPLETION DRAWINGS

Submit as built drawings related to the show, Maintenance & Operation manual along with guarantee cards etc. at the time of notional handing over after final commissioning.

2.11 ESSENTIAL SERVICES

The bidder shall provide the essential services like Public address system, monitor speakers in the control room, Fire Fighting, CCTV for all the installed equipment, cable route markers, danger plates, Earthing etc.

2.12 POWER SUPPLY

The permanent power supply required for the project shall be taken by the successful bidder at his own cost, as per the design. The supply point shall be located in the Control Room/s of the project. Also, the Bidder shall arrange the power connection required for construction/installation purposes at his own cost & risk. In case the successful bidder needs alternative power supply to cover the power failures it shall be arranged by the bidder at his own cost.

2.13 I. P. RIGHTS

The intellectual property rights of the program conceptualized, designed, developed, installed and commissioned by the Successful Bidder and/or its associates shall always remain with the DoT&CA.

2.14 HANDOVER

The project will be handed over to DoT&CA after the completion of 5 years O&M period without any encumbrances & liability to DoT&CA or to any other Agency as directed by DoT&CA in full working condition.

2.15 DoT&CA's SCOPE OF WORK

The DoT&CA shall make available to the successful Bidder the selected location in Town Square in as is where is, condition. It is expected that the Bidder shall conceptualize & design the location of Design and Installation of Light, Sound and Multimedia Show having "WOW" effect at Town Square, Mall Road, Shimla, Himachal Pradesh including Operation & Maintenance for Five years. The DoT&CA shall also make available open space for temporary site office & storage of successful Bidder's material and other belongings.

3. TECHNICAL BENCHMARKS

Design and Installation of Light, Sound and Multimedia Show having “WOW” effect at Town Square, Mall Road, Shimla, Himachal Pradesh including Operation & Maintenance for Five years.

3.1 MAIN PERFORMANCES

- a. The sound, light & multimedia show having “WOW” effect means it sudden visual illusion with relative audio, which will arrest the viewers on their tracks in a public place. You can unleash your creativity for choice of subject, content, style and/or technology. In short it should create a sense awe, in other words experience “WOW”.
- b. The screening surface shall be the total façade of Town Hall building or Gaitery Theatre or any other building decided by DoT&CA located on the Mall Road, Shimla, Himachal Pradesh.
- c. The show must be a multimedia show with 3D video mapping and/or the bidders can use more modern technologies.
- d. The audio system shall be a leap forward from surround sound, of highest standards for a truly immersive experience of sound.
- e. The duration of the show shall not be less than 5 minutes and any subject chosen for projection/presentation shall not be repeated in minimum 7 days. The Department may choose to have special shows on the events and/or festivals of National and/or State importance, like Independence Day, Republic Day, Himachal Day, Holi festival etc., over and above the 3 daily shows. The Bidder shall specify, which and how many specials shows, over and above 7 weekly shows does he intend to produce and play.
- f. The bidders shall use subject for the daily shows, as well as, shows for special occasions after approval from the Department.
- g. Operation of the show
 - i) The Operation of the show shall be in Hindi & English, in case the medium of expression used is voice over and/or text, otherwise the operation of show shall have no language.
 - ii) The successful Bidder shall also keep a provision for projecting important news feed at any given point of time.
 - iii) The audio system should also have a provision for public address.
- h. All multimedia effects should be controlled with a digital controller that can be synchronized to music, lasers and video using a synchronization signal as SMPTE Time Code or Midi Time Code for spectacular entertainment that should keep visitors mesmerized.

3.2 CONSTRUCTION MATERIALS

- a. Special attention must be given to the use of only corrosion proof materials or corrosion protected materials to ensure minimum maintenance and life span.

- b. The works shall be executed as per the statutory guidelines of concerned authority. The hardware and control cables should be of the best quality and all the electrical works should comply with the Indian/state electricity rules.
- c. The hardware should be compatible to work in climatic conditions and altitude of Shimla.
- d. All the material used shall conform with relevant IS Codes.

3.3 VIDEO SYSTEM (For Town Square, Mall Road, Shimla) Main Projectors

SR. NO.	DISPLAY BENCHMARKS	PANEL RESOLUTION & REFRESH RATE
1	Technology	1 DLP
2	Pixel Format (H x V square pixels)	1920 x 1080
3	Brightness	Centre- 16,000 Lumens
4	Achievable Contrast Ratio	1200:1
5	Type	3D Projection
6	Illumination	Lase photphospor bold colour technology. Life 20000 Hrs to 50%
7	Environmental Protection	All the projectors shall be protected with an environmental protection system
8	Make of Projection System	The projector/s of Original Equipment Manufacturer having installed 3 such outdoor projection mapping installations in India in last 3 years shall only be allowed for the show.

Note- Please submit certificates of installation from the Awarding Authority of such Installations, as an attachment to Annexure VII.

3.4 SOUND SYSTEM (For Town Square, Mall Road, Shimla)

SR. NO.	ITEM DESCRIPTION
	Speakers
1	<ul style="list-style-type: none"> a. The Bidders shall provide speakers having high sensitivity and high continuous SPL capability along with low distortion, extended bandwidth and improved phase coherence. b. The speakers shall provide clear intelligible high frequency projection. c. The speakers shall provide consistent 90⁰x 50⁰ pattern control, low distortion at high SPL levels and smooth frequency response. d. The speakers shall allow horizontal or vertical cabinet orientation. e. The speakers shall have sophisticated steep slop passive mid-high crossover network with tri-amp/bi-amp crossover modes. f. The speakers shall be backed with compatible woofers and sub-woofers

	g. The speakers shall be amplified through a compatible amplifying system. h. It shall have environmental/weather protection as per IEC 529
2	The Original Equipment Manufacturer of the Audio System having installed 3 such outdoor Themed Entertainment installations in India in last 3 years shall only be allowed for the show.

Note- Please submit certificates of installation from the Awarding Authority of such Installations, as an attachment to Annexure VII.

3.5 OTHER SPECIFICATIONS

1	Water Proof Wiring	Copper conductors, double PVC insulation, encapsulated jointing, UPVC conduits
2	Hardware	Plated or Galvanized, and compatible to work for the climate and altitude of Shimla
3	Electric Supply	360-440 Volts, 3 Phase, 50 Cycles

4. PREPARATION OF PROPOSAL

4.1 GENERAL INSTRUCTIONS

- a) Bids are invited on behalf of DEPARTMENT OF TOURISM & CIVIL AVIATION, Shimla (The DoT&CA) from the agencies for Implementation of Light, sound and multimedia show at Shimla as per terms and conditions indicated in the RFP documents.
- b) The works are to be completed within 120 days from the day on which The Director, DoT&CA issues the written order to commence the work or from the date of handing over the site, whichever is later in accordance with the phases if any indicated by the Department in the RFP documents.
- c) RFP shall be uploaded in the website www.himachaltourism.gov.in. The bidder is expected to examine all instructions, forms, terms and conditions in the RFP / bidding documents. Failure to furnish all information/documents as asked for in the RFP or submission of a bid not substantially responsive to the DoT&CA in every respect will be at bidder's risk and may result in rejection of its bid.
- d) The bidders who are desirous of participating in the bidding process shall prepare their bids in the format prescribed in the RFP document. The bidder should sign all the pages of the bid documents after page numbering and stamp all the documents and RFP document.
- e) The required RFP form cost of Rs. 5,000/- (non-refundable) Rupees Five Thousand only and Earnest Money deposit of Rs 5,00,000/- (Rupees Five Lakhs Only) needs is to be submitted in the form of Demand Draft / Bank Guarantee of Nationalised Bank valid for one year along with their bids.

4.2 BID BY CONSORTIUM/JOINT VENTURE

- A. Where the Successful Bidder is a Consortium, it shall be required to form an appropriate Special Purpose Vehicle between the period of Letter of Intent and issuance of work order, incorporated under the Indian Companies Act 2013/The Indian Partnership Act, 1932 and any other statutory act of the Indian Parliament **(the "SPV")**, to execute the Contract Agreement and implement the Project. In such case the Bidder shall, in addition to forming an SPV, comply with the following additional requirements:
 - a) Number of members in a Consortium shall not exceed 4 **(Four)**. However, none of the members in a Consortium should be under any sort of ineligibility under the Bid documents under Clause 4.3 and/or Clause 5.5.1;

- b) Subject to the provisions of clause (a) above, the Bid should contain the information required for each member of the Consortium who holds at least 26% share in the Consortium;
- c) Members of the Consortium shall nominate the member responsible for creative work, who qualifies the qualifying criteria at Clauses 4.4.(c) and/or 5.5.2.A.(ii), as the lead member (the “Lead Member”), who shall have an equity share holding of at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Annexure XI, signed by all the other members of the Consortium;
- d) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to creative work, execution of installation work, financial, technical and O&M obligations;
- e) An individual Bidder cannot at the same time be member of a Consortium applying this RFP. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder / Consortium applying for RFP;
- f) The members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
- g) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Annexure XII (the “Joint Bidding Agreement”), for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia:
 - (i) Convey the intent to form an SPV, solely for the purpose of domiciling the Project and no other purpose, with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Contract Agreement and subsequently perform all the obligations of the Successful Bidder in terms of the Contract Agreement to undertake the project that is awarded to the Consortium.
 - (ii) Clearly outline the proposed roles and responsibilities, if any, of each member;
 - (iii) Commit the minimum equity stake to be held by each member;
 - (iv) Commit that each of the members, whose experience will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed

equity of the SPV and shall further commit that each such member shall, for a period for entire contract period from the date of issue of Letter of Award, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV;

- (v) Members of the Consortium undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid up equity of the SPV at all times until the second anniversary of the date of issue of Letter of Award; and
- (vi) Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Successful Bidder in relation to the Project until the Financial Closure of the Project is achieved in accordance with the Contract Agreement; and
- (vii) Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the DoT&CA.

4.3 CONDITIONS FOR SUBMISSION OF BID

- a) Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium. The Bidder shall submit an **Undertaking** to this effect as per the format given in **Annexure III**.
- b) A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, Consortium Member or Associate.
- c) In computing the Technical Capacity and Net Worth of the Bidder/ Consortium Members under Clauses 5.5.2.A and 5.5.2.B, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.
- d) For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under

the common control with such Bidder/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation or partnership, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

- e) It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member or the Associate shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.
- f) The following conditions shall be adhered to while submitting a Bid:
 - i. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
 - ii. Information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
 - iii. In responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with Clause 4.4 herein below;
- g) While Qualification is open to persons from any country, the following provisions shall apply:
 - i. Where, on the date of the Bid, not less than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or
 - ii. If at any subsequent stage after the date of the Bid, there is an acquisition of not less than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member;
 - iii. Then the Eligibility of such Bidder shall be subject to the Bidder having been working in India for at least past 3 (three) years and such Bidder has all the permissions required under the prevailing relevant laws, acts, rules & regulations of the Government of India

and the Governments at State. Such Bidder shall submit an undertaking to that effect, as per the format given in **Annexure XIX**.

- iv. The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the DoT&CA shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.
- v. The Bidder shall promptly inform the DoT&CA of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.
- h) Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.
- i) The proposal shall be written in English language only.
- j) All pages of the Proposal shall be signed either by the Managing Director/Head of the eligible firm OR by an authorized representative holding proper Power of Attorney. The original Power of Attorney shall be executed by Managing Director/Head of firm/Authorized Person duly notarized and submitted with the proposal.
- k) GST Registration No. in Himachal Pradesh (Copy to be enclosed), In case the agencies are not registered with GST in Himachal Pradesh, the Bidder shall get them registered in the Himachal Pradesh, if the GST is applicable in Himachal Pradesh, the successful bidder has to submit the same after registration before release of any/first payment as per law of land.
- l) Following annexure shall be enclosed:
 - i. Undertaking to accept all conditions etc. (Annexure III)
 - ii. Agreement format (Annexure IV)
 - iii. Check List (Annexure V)

- iv. An affidavit on non-judicial stamp paper 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.”
- v. Copy of amendment if any issued by the DIRECTOR, DoT&CA after the pre-bid meeting. (To be submitted duly signed with seal)
- vi. Pre-Contract Integrity Pact (Annexure- IX)
- vii. Technical Team of Previous Project (Annexure- I) as given under clause 4.4.c

4.4 TECHNICAL DOCUMENT/BID

- a) Concept / Theme of the Sound and Light Show for the project.
- b) In House facility and/or Contractual tie up for the manpower consisting of Fountain Designer, creative people, Sound Engineer, Lighting Designer, IT Support, Script Writer etc. for the bid project (**Annexure VI**)
- c) Experience of designing and mounting similar Sound, Light and Multimedia show of minimum 30 minutes duration and costing not less than **Minimum 1 project costing not less than Rs. 700 Lakhs or minimum 2 projects costing not less than 435 Lakhs or 3 projects of Rs. 350 lakhs** in last 3 years for the organizations like India Tourism Development Corporation Ltd. OR Equivalent Tourism Authority/Public Sector Undertaking, Local Authority, Private Organization etc. which shall be supported by the self-attested copy of completion certificate from such authority.
- d) The Bidder, its Member or Associate (or any constituent thereof) must have executed **minimum 1 project costing not less than Rs. 285 Lakhs or minimum 2 projects costing not less than 180 Lakhs or 3 projects of Rs. 140 lakhs** in last 3 years, it may please be noted that;
 - 1. The experience of Feature films, short films and advt. films OR
 - 2. Plays Director (theatre) with experience of immensely popular plays OR
 - 3. Beautification works involving digitally controlled fountains
 shall be considered as valid experience, which shall be supported by self-attested copies of completion certificates from the employer of the show and/or Chartered Accountant of the Bidder in case of in-house production.
- e) The Bidder must also fulfill the Bid Capacity Criteria as per the formula given below;

Bid Capacity= (A x N x 2)- B

A - Maximum Annual Turnover of civil / electrical engineering works executed in any one year as a prime contractor during the last three financial years (2017-18, 2016-17 & 2015-16) updated to current cost as per table -1 considering the completed works as well as completed value of works in progress. (Such Certificate are required to be obtained from the Chartered Accountant only)

N - Number of Years Prescribed For Completion of The Work for Which The Bid Is Invited.

B - Value of existing commitments and works (ongoing) to be completed in the period stipulated for completion of the work in the present RFP (Updated To The Current Level (refer table-I)). Certificates shall be obtained from the officer not below the rank of Executive Engineer or equivalent of the respective department.

The value of B shall be self-signed with detailed list of works with its value. It will be binding on the bidder to inform Department of Tourism & Civil Aviation about any new work allotted to the bidder after the submission of this RFP but prior to allotment of this RFP. Any misleading or false representation shall be treated under Indian Penal code and the bid will be treated as non- responsive.

Sr. No.	Financial Year	Cost of Work	Updated cost %
1	2017-18	100	110
2	2016-17	100	121
3	2015-16	100	133

Bidder must have satisfactorily executed the works as given in above clause 4.4 (c) & (d). Such certificate is required to be obtained from the officer not below the rank of Executive Engineer or equivalent of the respective department. The information in this regard shall be submitted in the format given in **Annexure XX & XXI**.

- f) Technology- Technology/ies used for the show with innovation, if any. (Brief description of the Technology to be given)
- g) Hardware (Annexure VII)**
- i. The minimum number of lights with description type and make to be mentioned.
 - ii. The minimum sound equipment, projectors, no. of speakers with make to be indicated.

- iii. The other supporting system, Effect machines Computers, UPS, etc. also to be indicated with their make.
- iv. Equipment so selected shall be of reputed brand having after sales service in India.
- v. Equipment so selected shall be detailed for the location installed in India for similar work to judge their quality.
- vi. The detail of equipment shall be elaborative and shall be in line with Concept Treatment. Only general information of equipment may lead to disqualification.

h) Information about Script writer, Voice & Music (Annexure VI)

- i. **Script Writer-** Script for the Project has to be written by a well-established and popular Script-Writer having considerable experience in drafting scripts for popular and successful films, plays and shows. (Name of the Writer to be indicated)
- ii. **Music Director-** The Original Soundtrack and Background music for the Project has to be composed by leading Music Director who has provided music for popular and successful films and shows. (Name of the Music Director to be indicated)
- iii. **Creative Director-** The Concept to be developed for the show has to be developed by a well renowned and established Art Director who has significant experience in directing popular and successful films, plays and shows. (Name of the Art Director to be indicated)
- iv. **Team Leader-** The Team Leader shall be the person of repute from the film Industry having experience of more than 15 years in film industry and also having experience of executing at least one Multimedia Show. The Team Leader shall be stationed at SHIMLA during the implementation of the project. (Name of the Team Leader to be indicated).
- v. **Self-Attested Copies of Awards won by such persons must be provided with this Annexure for the assessment of the personality.**
- vi. Letter of Consent from each of the above-mentioned personnel shall be enclosed with Annexure VI. Bids submitted without the Letter of Consent shall be liable for immediate disqualification.

4.5 FINANCIAL BID

- a) In preparing the Financial Proposal, agencies are expected to consider the requirements and conditions of the RFP documents.

- b) The Financial Proposal should follow Standard Forms (**Annexure-II**). It shall include all the costs associated with the Assignment, including site visits, presentation costs, supervision and all applicable direct & indirect taxes like the Customs/Import Duty, all the domestic taxes such as GST/Local tax/ entry tax etc. complete.
- c) The prices of the services are to be indicated only in Local currency (Indian Rupees) and shall be written in both words as well as figures. In case of mismatch between words & figures, lower of the two will be considered for evaluation.
- d) The bidder has to indicate the price of individual system/component like Sound Equipment, Lighting Equipment etc. as listed in the **Annexure II** of financial bid.
- e) DoT&CA shall not be liable to reimburse the Successful Bidder any amount of expenses incurred by him in the successful implementation of the Project over and above as quoted by him in his Financial Bid.
- f) DoTC&A shall not reimburse any cost related to bid preparation/Proof of Concept Presentation.

4.6 SPECIAL INSTRUCTIONS TO BIDDERS

- a) Bidders are expected to examine all terms and conditions included in the documents. Failure to provide all requested information will be at the own risk of the Bidder and may result in rejection of the proposal (Bid).
- b) The technical proposal must not include any financial information other than what has specifically been requested for. A Technical proposal containing financial information other than what has specifically been requested for may be declared non-responsive.
- c) **All Documents Submitted Shall Be in The Name of Bidding Firm**
- d) Single Bidder is allowed to give only one original presentation, of not more than 30 minutes, as per his concept/Design and proof of concept (refer Para 5.9).

4.7 SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

- a) The original proposal shall be submitted as per the instructions given in this RFP.
- b) An authorized representative of the firm shall initial all pages of the Annexures & Attachments submitted along with the Proposal.
- c) The proposal should be valid for a period of 120 days from the date of its opening of Technical Bid. Any request will be made in writing to the bidder for extension of validity.

- d) In case, it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the applicant or the applicant has made material misrepresentation or has given any materially incorrect or false information, the applicant shall be disqualified forthwith, if not yet, appointed as the contractor/supplier and if the applicant has already issued the LOA or has entered into the contract, as the case may be, same shall notwithstanding 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 Director, DoT&CA to the Applicant, without the DoT&CA being liable In any manner whatsoever to the applicant and Without prejudice to any other right or remedy which the DoT&CA may have with initiation of any appropriate penal action as per the applicable law.
- e) The evaluation of the bids shall be carried out by The Director, DoT&CA as per procedure laid under Section-5.

4.8 AWARD OF CONTRACT

- a) After completion of the successful evaluation of the Technical and Financial Bids submitted by prospective Bidders, DoT&CA, SHIMLA shall issue Letter of Intent to the selected bidder. Selected Bidder shall accept Letter of Intent and communicate its acceptance within 7 working days from the issue of such Letter of intent. After receipt of the acceptance from the successful bidder, DoT&CA, SHIMLA shall issue the Letter of Award (“the LoA”).
- b) The Successful Bidder is expected to commence the assignment on date of issuance of the Work Order.

4.9 PERFORMANCE SECURITY

- a) The Bidder shall be liable to deposit a total performance Security of an amount equal to 5% of the Bid Cost. After issuance of Letter of Award, the Successful Bidder has to deposit 2.5% of the Bid amount as Security Deposit after adjusting Earnest Money Deposit in the form of Bank Guarantee from a nationalized bank payable at its, SHIMLA Branch, in an acceptable form annexed herewith as **Annexure XIV**. The Bank Guarantee should remain valid till 4 Months after the date of First Public Performance. The First Public Performance should happen 4 months from the date of issuance of the LOA. The balance 2.5% of performance security shall be deducted from running bills raised by the successful Bidder. In case the Successful Bidder fails to perform his obligations under this contract and if DoT&CA is constrained to terminate the

Contract, in such case the DoT&CA will exercise its powers to encash the Bank Guarantee and forfeit the total Performance Security of the Successful Bidder, as per the provisions of Termination of Contract.

- b) The 2.5% Performance Security so collected in the form of Security Deposit from each Running Bill plus Additional Performance Security under Clause 5.3.d, if any, deposited by the successful bidder will be released after successful performance of the contractual obligation in the form of running the show successfully for 3 (three) months from the date of first public performance of the show.
- c) The Performance Security for the Operation & Maintenance Contract shall be 5% of the relevant Bid Cost for O & M Contract for the first year of O & M Contract.
- d) The 5% Performance Security for O & M Contract or 0.5% from the 2.5% Security Deposit of main installation contract, whichever is higher shall be retained by the DoT&CA for a period of first 6 months and on successful running of O & M Contract for first 6 months, DoT&CA shall release the additional security held by it beyond the amount of 5% of the O & M Bid Cost for first year. The DoT&CA shall be entitled to retain from the last bill of O & M Contract for the relevant year to adjust the Performance Security for the next year to become 5% of the Bid Cost for that year. The Performance Security held by the DoT&CA at any given point of time after first 6 months shall be 5% of the Bid Cost for the relevant year.
- e) The Performance Security for the O & M Contract shall be finally released along with the payment of last Bill of O & M Contract on handing over installed project in running condition at the end of 5 years of O & M Contract. In case the Successful Bidder fails to perform his obligations under this contract and if DoT&CA is constrained to terminate the Contract, in such case the DoT&CA will exercise its powers to forfeit the total Performance Security of the Successful Bidder, as per the provisions of Termination of Contract.
- f) Agreement shall be executed with the Successful Bidder after submission of the Performance Security. Detailed Work Order shall be issued to the Successful Bidder after conclusion of the Agreement. In case, the Successful Bidder fails to submit the performance Security, as provided hereinabove, the Earnest Money Deposit paid by the Successful Bidder shall be forfeited by the DoT&CA by encashing the Bank Guarantee submitted for EMD.
- g) The date of Commencement of Work shall be considered as the date of issuance of the Work Order by DoT&CA to the Successful Bidder.

- h) Detailed work order and subsequent agreement will be done accordingly after submission of Performance Security in the form of Bank Guarantee as stipulated herein above.
- i) Format for Performance Security is provided in **Annexure-XIV**

4.10 CONFIDENTIALITY

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

4.11 AMENDMENT TO THE RFP DOCUMENT

Amendment to the RFP document, IF ANY, will be issued minimum one week before the date of submission/closing of RFP on the website ONLY. Bidders are requested to kindly refer website as given in RFP invitation notice before submission of their bid document. Bidders are requested to remain updated with the website as mentioned above.

4.12 PRE-BID MEETING

Pre-Bid Meeting is scheduled as per time and date given in NIT at the DoT&CA Office, Block No. 28, SDA Complex, Kasumpti, Shimla-171009, Ph.: 0177 - 2625864. Exchange Ph: 0177-2625924., Fax: 0177-2625456 E-mail: tourismmin-hp@nic.in; tourism.hp@nic.in. Interested parties are requested to be present during the above pre-bid meet for the brief and any clarification to be addressed. The interested parties may submit their queries in writing on hard copy, as well as, in soft copy sent to DoT&CA by e-Mail on the E-mail: tourismmin-hp@nic.in. The queries received after the pre-bid meeting shall not be entertained.

4.13 TIMELINE OF WORK

The work is intended to be completed within 120 Days from the day of issue of Work Order including 3 (Three) weeks' time for approval of Basic Script and layout drawing by DoT&CA & it's Steering Committee after the date of submission, subject to extension of time, if any, granted by the Steering Committee.

5. EVALUATION, SELECTION & QUALIFYING CRITERIA

5.1 PROPOSAL EVALUATION

A Two-Stage Quality & Cost based Evaluation procedure shall be adopted in evaluating the bids submitted by the bidders. A weightage ratio of 80:20 shall be assigned to the Technical Bid & Financial Bid respectively.

- (i) Technical Evaluation-Only the Firm securing the qualifying marks mentioned in Clause 5.2 will be eligible for Financial Evaluation.
- (ii) Financial Evaluation.

5.2 TECHNICAL EVALUATION

The Technical Scrutiny Committee and/or Steering Committee appointed by the DoT&CA shall carry out its independent evaluation applying the evaluation criteria, as per their scope of work, specified in the bid document. Evaluation of the application would be done as per the documents submitted. Parties those who are in the trade and are fulfilling the qualification criteria as per the documents required would be called for thematic presentation / Proof of concept presentation.

The Marking System for the Technical Evaluation shall be as under:

Step I - In this part, the technical bid will be analyzed and evaluated based on specific experience of the bidder, competence of key personnel, adequacy of the proposed approach, methodology and understanding of the requirements of the RFP. The weightage of Step I shall be 40% in the final evaluation.

Sr. No	Description	Total Marks	Minimum qualification Score
1	Past Experience		
A	Experience of designing and mounting minimum one Light, Sound and Multimedia Show as per clause no 4.4 (c) of 1 project costing not less than Rs. 700 Lakhs or minimum 2 projects costing not less than 435 Lakhs or 3 projects of Rs. 350 lakhs in last 3 years involving 3D Video Mapping of minimum 30 minutes duration for the organizations like India Tourism Development Corporation Ltd. OR Equivalent Tourism Authority/Public Sector Undertaking/ Local = 20 Marks	20	

Sr. No	Description	Total Marks	Minimum qualification Score
B	Details of involvement and experience in creative Projects as per clause no 4.4 (d): Minimum 1 project costing not less than Rs. 285 Lakhs or minimum 2 projects costing not less than 180 Lakhs or 3 projects of Rs. 140 lakhs in last 3 years	10	
C	Turnover - Maximum of last 03 years (2015-16, 2016-17, 2017-18) a) Below Rs. 1958.00 Lakhs = 0 Marks b) Above Rs. 1958.00 Lakhs = 15 Marks c) Net worth should be positive= 5 Marks	20	
D	Concept of previous project mentioned in A above (Please submit a video clip of the show not less than 3 minutes plus a power point presentation)	20	
E	Team of Previous Project mentioned in A above	15	
	1) Sound Designer - 3 Marks a) Years of Experience Minimum 10-15 years-1 More than 15 years = 2 b) Awards & Recognition National / International Awards = 1 2) Creative Director - 3 Marks a) Years of Experience Minimum 10-15 years-1 More than 15 years = 2 b) Awards & Recognition National / International Awards = 1 3) Music Director - 3 Marks a) Years of Experience Minimum 10-15 years-1 More than 15 years = 2 b) Awards & Recognition National / International Awards = 1 4) Script Writer- 3 Marks a) Years of Experience Minimum 10-15 years-1 More than 15 years = 2 b) Awards & Recognition National / International Awards = 1		

Sr. No	Description	Total Marks	Minimum qualification Score
	5) Voice Over- 3 Marks a) Years of Experience Minimum 10-15 years-1 More than 15 years = 2 b) Awards & Recognition National / International Awards = 1		
F	Human Resource Available a) Less than 15 personnel = 0 b) 15 or more = 15	15	
Total		100	75

Note-

- a. For the purpose of arriving at updated cost under Clause 5.2, Step I, A, B & C any cost mentioned under these three letters, if is in respect private works undertaken by the Bidder, the same shall be evaluated at 75% of such costs.
- b. For the purpose of Clause 5.2, Step I, D please submit a 3 minute audio visual clip along with the power point presentation of the previous project mentioned by the bidder

Step II: Evaluation of Creativity and Innovativeness:

The bidder will be required to make a proof of concept presentation which shall include live demonstration of technology to be proposed and details of the proposed creative & innovative ideas along with a overview of technology excellence and quality of elements. **However, the Bidders securing minimum 75 Marks in Step I, shall only be entitled Step II evaluation.** The weightage of Step II in the final evaluation shall be 40%.

Sr. No.	Description	Weightage in Technical Score	Minimum qualification Score
A	In House facility/Technical Tie Up for WOW Show Shimla The company has the in house and/or through technical tie ups manpower consisting show designer, creative people, Sound Engineer, Lighting Designer, IT Support, Script writer etc. 1) Sound Designer – 3 Marks a) Years of Experience Minimum 10-15 years-1 More than 15 years = 2 b) Awards & Recognition National / International Awards = 1	09	

Sr. No.	Description	Weightage in Technical Score	Minimum qualification Score
	<p>2) Creative Director - 3 Marks a) Years of Experience Minimum 10-15 years-1 More than 15 years = 2 b) Awards & Recognition National / International Awards = 1</p> <p>3) Team Leader- 3 Marks a) Years of Experience Minimum 10-15 years-1 More than 15 years = 2 b) Awards & Recognition National / International Awards = 1</p>		
B	<p>Technology Technology/ies used for the show with innovation, if any. (Brief description of the Technology to be given) = 2</p> <p>Hardware</p> <p>A. The proposed screening surface is not be less than the size mentioned in Clause 3.1.b = 3</p> <p>B. Video Equipment for Town Square is conforming Clause 3.3 = 3</p> <p>C. Sound System for Town Square is conforming to 3.4= 3</p> <p>D. Equipment so selected shall be of reputed brand as mentioned in Section 3= 3</p> <p>E. The Bidder had provided for Clause No. 3.1.g = 3</p> <p>F. The Digital Controller conforms to Clause 3.1.h= 3</p> <p>G. Note: The detail of equipment shall be elaborative and shall be in line with Concept. Only general information of equipment may lead to disqualification. Please also attach a note to Annexure VII containing description of compliance of all Clauses of Section 3, Technical Benchmarks</p>	20	

Sr. No.	Description	Weightage in Technical Score	Minimum qualification Score
C	Proof of Concept and Presentation The Company/Individual has the liberty to conceive the project with own ideas keeping in the mind that shall match with the International Standard. They must visit the site before the presentation. The presentation has to be supported with simulated visuals and shall be demonstrated at site.	21	
Total		50	40

Note- For the purpose of Technical Evaluation National Awards shall mean and include;

1. **National Awards given annually by the Government of India and Filmfare Awards given by the Filmfare magazine for the excellence in the film industry for the performance in a specific film in a year.**
2. **International Awards shall mean and include Oscar Awards for excellence in film industry, Tony Awards for excellence in Theatre, Grammy Awards for excellence in Music, Emmy Awards for excellence in Television Industry and THEA Awards for excellence in Themed Entertainment like Sound & Light/Lazer/Multimedia shows given for a specific performance in a year.**
3. **It may please be noted that proposals having less than 2 National/International Awardees, out of total 6 mentioned above in Step-II (A), the same shall be out rightly rejected.**
4. **The Team Leader must be from any of the fields like film/theatre/music/television/themed entertainment etc.**

Prospective Bidders have to secure minimum 155 marks (out of 200) from the above technical evaluation criteria failing which they shall be disqualified and their financial bid shall not be opened.

On the basis of the technical assessment, **Bidders securing the minimum qualifying marks as mentioned above in the Technical Evaluation** shall be shortlisted and the financial bid of **only** the shortlisted bidders will be opened as per RFP process. The date and time of opening of the financial bids will be conveyed to the selected bidders.

5.3 FINANCIAL EVALUATION

- a) After the evaluation of technical proposal is completed and the short list of the eligible firms is finalized, the Director, DoT&CA shall notify the finally

shortlisted agencies indicating the date and time set for opening of the Financial Proposals.

- b) The Financial Proposals shall be opened as per RFP process.
- c) For financial evaluation, total cost of financial proposal as corrected/modified as 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 former will prevail. The evaluation Committee and/or Steering Committee will determine whether the financial proposals are complete and bidder has quoted rates/amount against the each corresponding items given in **Annexure II**.
- d) Any financial proposal submitted 30% below the average quoted prices of all bidders, (This does not include the amount of Operation and Maintenance contract) upto 30% below estimated average Quoted price, shall attract Additional Performance Security equivalent to 1% of bid Cost quoted by him and financial proposals more than 35% below the average Quoted cost shall attract Additional Performance Security equivalent to the additional percentage over and above 30%, which shall be in addition to 1% additional Security for upto 30% (for example 1% for first 30% below and in case of 35% below 1% plus 5% for balance 5%= total 6%), the additional Performance Security shall be payable by Demand Draft or as per the instruction given in RFP portal, along with the financial bid failing which the bid of such Bidder shall not be considered for financial evaluation.
- e) The Technical Committee & Steering Committee appointed by the DoT&CA shall determine if the financial proposal is complete and without computational errors. The successful bidder shall be invited for negotiation before award of work if required.
- f) For the purpose of financial evaluation, the total cost of financial proposal for Town Square shall be added together to get the total capital cost of the project in question. Similarly, the cost of financial proposals for Operation & Maintenance for all the five years for the show shall be added together with the total capital cost of the project. The total Capital Cost plus the total O & M cost shall form the total financial Bid of the Bidder.

5.4 EVALUATION CRITERIA

- a) Technical Bid: The total marks obtained out of 100 marks in technical bid shall be scaled down to a maximum of 80 as follows which shall henceforth be the total marks obtained by the bidder against the technical bid Marks (max 80) on technical Bid (A) $0.80 \times$ Marks of Technical Bid under evaluation.

- b) Financial Bid: The lowest financial bid would be the best financial bid and shall be awarded 20 marks. Other financial bidders would be awarded marks out of a maximum of 20 based on the following formula:
- c) Marks (Max 20) on Financial Bid (B)= $0.20 \times \frac{(Lowest\ Financial\ Bid) \times 100}{Financial\ Bid\ under\ Evaluation}$
- d) The bidder scoring maximum total (technical & financial) marks would be recommended for selection.

Technical Bids will be evaluated on the basis of documents as detailed above & presentations to be made by the prospective bidders before the Constituted Steering Committee. The date and time of the presentations will be conveyed to the prospective bidders. The Technical Bids will be evaluated on the basis of the indicated parameters in the table above.

5.5 QUALIFICATION CRITERIA

5.5.1 ELIGIBILITY REQUIREMENTS OF BIDDER

For determining the eligibility of Bidder, the following shall apply:

- a) The Bidder may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
- b) Bidder may be a natural person, private entity, or any combination of them with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 4.2 of Section 4.
- c) A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the DoT&CA shall be entitled to forfeit and appropriate 50% of the value of the Bid Security or equivalent amount from the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the DoT&CA and not by way of penalty for, inter alia, the time, cost and effort of the DoT&CA, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the DoT&CA under the Bidding Documents and/or the Contract Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - i. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any

constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty five percent) of the paid up and subscribed capital; of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is not more than 25%(Twenty five percent) of the subscribed and paid up equity share capital thereof ; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act,1956/2013.For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:(aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person(the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and(bb) subject always to sub-clause(aa)above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person ,the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause(bb)if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary ;or

- ii. A constituent of such Bidder is also a constituent of another Bidder; or
- iii. Such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- iv. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- v. Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or

- vi. Such Bidder or any Associate thereof has participated as a consultant to the DoT&CA in the preparation of any documents, design or technical specifications of the Project.
- vii. Such Bidder or any Associate thereof has appointed any official of the DoT&CA, Department of Tourism & Civil Aviation, Shimla, Himachal Pradesh, Technical Advisors of DoT&CA for the Project, Legal Advisors of DoT&CA for the Project, Financial Advisors of DoT&CA for the Project, dealing with the Project, within a period of 1 years from the date of award of the Project to that Bidder.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause, shall include each Member of such Consortium.

For purposes of this RFP, Associate means, in relation to the Bidder/Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/Consortium Member (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

- d) A Bidder shall be liable for disqualification and forfeiture of Security Deposit if any legal, financial or technical adviser of the DoT&CA in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement. In the event any such adviser is engaged by the Selected Bidder, after issue of the LOA or execution of the Contract Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Contract Agreement and without prejudice to any other right or remedy of the DoT&CA, including the forfeiture and appropriation of the Security Deposit or Performance Security, as the case may be, which the DoT&CA may have there under or otherwise, the LOA or the Contract Agreement, as the case may be, shall be liable to be terminated without the DoT&CA being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where

such adviser is engaged after a period of 3(three) years from the date of commercial operation of the Project.

Notwithstanding anything to the contrary contained in sub-clause (c) (i) of Clause 5.5.1, a Bidder may, within 10 (ten) days after the Application Due Date remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof. However, his financial bid shall not be opened.

Provided further, in case the DoT&CA seeks information / clarification from Bidders related to occurrence / non-occurrence of Conflict of Interest and the Bidders fails to provide such information within a reasonable time, the DoT&CA shall disqualify the Bidders. Encash its Security Deposit as per provision of Clause 4.7 of Section 4 and further debar it from participation in any future procurement process for a minimum period of 1 year.

5.5.2 QUALIFICATION REQUIREMENTS OF BIDDER

To be eligible for this RFP a Bidder shall fulfill the following conditions of eligibility:

(A) Technical Capacity:

For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall, over the past **5 (five) financial years** preceding the Bid Due Date, shall have:

- (i) Either the Bidder shall be an agency/entity essentially involved in Creative & Artistic Production or it will have to engage an agency/entity essentially involved in Creative & Artistic Production as subcontractor or JV Partner.
- (ii) The Bidder, its Member or Associate (or any constituent thereof) shall have experience of designing and mounting minimum one Sound, Light and Multimedia show of 30 minutes duration costing as specified in clause 4.4 (c) for the organizations like India Tourism Development Corporation Ltd. OR Equivalent Tourism Authority/Public Sector Undertaking, Local Authority, Private Organization etc. which shall be supported by the self-attested copy of completion certificate from such authority.

The Bidder, its Member or Associate (or any constituent thereof) must have executed the projects as per clause 4.4 (d); which shall be considered as valid experience, which shall be supported by self-attested copies of completion certificates from the employer of the show and/or Chartered Accountant of the Bidder in case of in-house production.

- (iii) The Bidder must also fulfill the Bid Capacity Criteria as per the formula given below;

$$\text{Bid Capacity} = (A \times N \times 2) - B$$

Where 'A' is Maximum Turnover of the Bidder in last three years, 'N' is Tenure of the contract under this RFP and 'B' is Value of Jobs on Hand during the period of work under RFP. The information in this regard shall be submitted in the format given in **Annexure XX & XXI**.

- (iv) Received payments for, implementation of Similar Project(s) in last 5 (Five) years supported by proof of payment;

(B) Financial Capacity:

- a) The Bidder shall have a average Turnover of Rs. 1958 Lakhs (Rupees One Thousand Nine Hundred Fifty Eight Lakhs only) in the last 3 financial years. Please submit the relevant information in the format given at **Annexure XVI**
- b) The Bidder shall have minimum 15 numbers of professional manpower on regular roll, having relevant experience in similar projects. Please submit the relevant information in the format given at **Annexure XVII**
- c) The Bidder, its Member or Associate (or any constituent thereof) shall have a fully functional office in Himachal Pradesh, India , In case bidder has not office in Shimla it shall give a declaration that after the award of the contract Bidder will have fully functional branch office in SHIMLA within a specified time of 30 days from the date of LOA, for the purpose of the contract. Please submit the relevant information in the format given at Annexure XV
- d) The Bidder shall be an Income Tax Assessee for the last 3 years. Please submit self-certified copies of Income Tax Returns and audited balance sheets submitted to the Income Tax Department.
- e) Well-developed network for sourcing artists of national and international repute and technical equipment. (**Annexure VI & VII**)
- f) The Bidder shall have a POSITIVE Net Worth (the "Financial Capacity") of at the close of the preceding financial years. A certificate of the Chartered Accountant of the Bidder shall be submitted in support, along with the **Annexure XVI**.

In case of a Consortium, the combined technical capability and net worth of those Members, who have and shall continue to have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 2 (two) years from the date of commissioning of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPV. *In case a Bidder has issued any fresh Equity Capital during the current financial year, the same shall be permitted to be added to the Bidder's Net Worth subject to the Statutory Auditor of the Bidder certifying to this effect.*

In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 5.5.2 (B) (i). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFP.

- i. Certificate(s) from its statutory auditors or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 5 years in respect of the projects specified in paragraph 5.5.2 (B).g above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a Consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
- ii. (Certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 5.5.2 (g). For the purposes of this RFP, net worth (the “Net Worth”) shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

5.6 PROPRIETARY DATA

All documents and other information supplied by the DoT&CA or submitted by a Bidder to the DoT&CA shall remain or become the property of the DoT&CA. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The DoT&CA will not return any Bid or any information provided along therewith.

5.7 COST OF BIDDING

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids, Presentations, travel, Proof of Concept and their participation in the Bidding Process. The DoT&CA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

5.8 SITE VISIT AND VERIFICATION OF INFORMATION

Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of electricity, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and

regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarise themselves with the Project within the stipulated time of submission of the Bid. It shall be deemed that by submitting a Bid, the Bidder has:

- i. Made a complete and careful examination of the Bidding Documents;
- ii. Received all relevant information requested from the DoT&CA;
- iii. Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the DoT&CA.
- iv. Satisfied itself about all matters, things and information including matters mentioned in this RFP necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- v. Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters mentioned in this RFP shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the DoT&CA, or a ground for termination of the Contract Agreement by the Contractor;
- vi. Acknowledged that it does not have a Conflict of Interest;
- vii. Agreed to be bound by the undertakings provided by it under and in terms hereof; and

The DoT&CA shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, including any error or mistake therein or in any information or data given by the DoT&CA.

5.9 CONCEPTUAL AND THEMATIC PRESENTATION

The Prospective Bidders shall be required to present their proposed project concept and theme for the show at Town Square in not more than 30 minutes (Cross referencing in para 4.6d). The Prospective Bidders shall also be expected to include in the presentation details of similar projects executed by them in India as well as internationally. No compensation shall be paid to the bidders in this regard and they shall have to bear their lodging/boarding or any other expenses by themselves. The date, time and place of the presentation shall be conveyed to the prospective bidders individually. The presentation shall form a key component of the Technical Evaluation and Prospective Bidders are encouraged to present a creative and innovative concept to DoT&CA. A digital copy along with the hard copy of the presentation will have to be handed over to the DoT&CA at the time of presentation.

6. PROJECT SCHEDULES & ADDITIONAL INFORMATION

6.1 PROJECT SCHEDULE MILESTONES

The total period of development of the Project is 120 days from the issue of the Work Order to the Successful Bidder. The Successful Bidder shall adhere to the following Project Schedule as described in the below table and milestones provided therein:

Milestones	% of the Contract Value to be Completed	Timeframe from date of issue of Work Order
I	50%	60 days
II	50%	120 days

It is incumbent on the Successful Bidder to adhere to Project Schedule as mentioned in this Clause and the same shall be certified by Engineer-in-Charge deputed by DoT&CA. Any deviation from the Project Schedule and attainment of Milestones shall result in imposition of Liquid Damages as mentioned in Clause no. 6.6.

The Bidder shall submit his own Project Schedule & Milestones in the format of work plan based on the 6.1 above in the format given herewith as **Annexure XVIII**

6.2 TERMS OF PAYMENT

No unsecured 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 project cost as per the schedule below;

6.3 TIMELINE FOR PAYMENT OF BILLS

The Bills raised by the successful Bidder shall be paid by the DoT&CA within 28 Days from the Date of Receipt of such Bill including its certification by the Engineer in-charge.

6.4 PAYMENT SCHEDULE

S.N.	Payment Stage	(%) Percentage of Payment		
		For Artistic Direction Work respectively (A)	B for Hardware respectively	C Civil Work respectively
I	On approval of the basic script with layout drawing of control room duly approved by concerned authorities.	10% of A	NIL	NIL
II	On approval of the Dramatized Script in written format and final	10% of A	NIL	NIL

S.N.	Payment Stage	(%) Percentage of Payment		
		For Artistic Direction Work respectively (A)	B for Hardware respectively	C Civil Work respectively
	Drawing of the control room duly approved by the authorities.			
III	After completion of the voice recording & music etc. in first language.	10% of A	NIL	NIL
IV	After the System/component wise receipt of Hardware /Equipment at site and submitting the proof thereof.	NIL	50%of the cost of the relevant component material only for B	NIL
V	Completion of Civil Work, If any			NIL
VI	Completion of electrical work, interiors, air-conditioning etc. complete of Control Room, Speaker mounting poles etc.			85% of C
VII	After System/component wise Installation of Hardware/Equipment at site and Generating the visuals and graphics etc. related to the show.	15% of A	70% of the cost of the relevant component minus amount paid at IV above	
VIII	After system integration, trial run & soft commissioning in first language	15 % of A	10% of B	
IX	On translation, recording, modification, adjustment additions, alterations based on observations of stakeholders & handing over after commissioning.	15 % of A	NIL	NIL
X	On virtual completion of installation of the musical fountain show and successful running of the soft	15 % of A	10% of B	5% of C

S.N.	Payment Stage	(%) Percentage of Payment		
		For Artistic Direction Work respectively (A)	B for Hardware respectively	C Civil Work respectively
	commissioning show			
XI	Final Payment on successful running of the show for 3 months from the Date of First Public Performance.	10 % of A	10% of B	10% of the cost of all civil works under column C
	Total Percentage	100%	100%	100%

All payments shall be made on receipt of valid GST invoice, Material bills along with all supporting documents. The payments shall be made in INR only and by DoT&CA office at SHIMLA, Himachal Pradesh.

All the Bills for Part 'A' shall have to be got certified from the Steering Committee or their authorised representative and All the Bills for Hardware and Civil Work shall have to be got certified from the Technical Committee appointed / Engineer in charge by the DoT&CA for this project for the purpose payments of the Bills. No Bill shall be paid without certification, as mentioned above.

For delay in delivery of goods/services as per the requirements, The DIRECTOR, DoT&CA reserves the right to impose liquidated damages as stipulated in the RFP.

Note: Components/Systems listed under letters a to g of Part B of Annexure II may be quoted as per the need of the system designed and/or conceptualized by the Bidder. The list provided in the Annexure II is a guideline.

6.5 ADDITIONAL INFORMATION

- a) The selected Bidder should be open to minor modifications in the audio-visual content, if required after soft commissioning.
- b) The project cost should include cost of all material, labour, travel costs, professional charges of the artists, other professionals, contractor's all risk insurance and prevailing direct and indirect Taxes such as, GST/Customs/Import Duty /EPF etc. Necessary recovery of statutory deductions such as labour-cess and direct taxes etc. shall be made from each RA bill by the Director, DoT&CA to be deposited with labour board of concern state.
- c) Any reduction in the quantities of the Hardware equipment in the final project conceived found to be less than the minimum quantity mentioned/ agreed in the RFP will attract deduction of actual amount for the quantities found lesser based on the bill of entry or Proforma Invoice.

- d) 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, DoT&CA will assist and coordinate the entry and permission to the site.
- e) 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.
- f) Any equipment/material damaged before the handing over, the replacement and risk etc. to be borne by the bidder.
- g) The Bidder shall take out necessary insurance policy/ies (viz. Contractor's All Risk Insurance Policy etc.) so as to provide adequate insurance cover for execution of awarded contract work for total contract value and complete contract period. Similarly, all workmen/women appointed by the successful Bidder to complete the contract work are also required to be insured under the Workmen Compensation Insurance Policy. In case the successful Bidder fails to take insurance policy/ies as mentioned above, the DoT&CA shall be entitled to take such insurance policy/ies and deduct amount of premium paid from the amounts payable to the successful Bidder under the provisions of this RFP.
- h) All electrical works shall be done by the supervisor/ technicians having valid electrical license.
- i) **Defect Liability Period:** All equipment supplied and installed and the workmanship of the work done shall be guaranteed for 60 months from the date of commissioning of the work. The defect liability period is for 60 months reckoned from the date of commissioning and running the first public show of each project. The defects if any noticed during the period shall be immediately rectified failing which the firm shall be liable for action by the DoT&CA as per service level Agreement.
- j) All software, proprietary of script and design shall exclusively be right of DoT&CA & shall not be utilized at all anywhere else.
- k) The successful bidder will notify the Team Leader who is well versed with aesthetic & technicality of the project for proper coordination with DoT&CA.
- l) The successful bidder shall arrange storage space for equipment etc., Safety and security of the space and equipment shall be the responsibility of the Bidder.
- m) Providing temporary electrical connection for installation only shall be facilitated by the DoT&CA through respective department at one point on payment by the Bidder on the basis of actual consumption. Distribution and

the metering system shall be responsibility of the Bidder. The electricity for soft commissioning for running the show would be provided by DoT&CA

- n) The 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 DoT&CA by virtue of its being principal employer due to failure of the Bidder to comply with the said Act, the Bidder shall indemnify and reimburse the amount payable by DoT&CA on this account.
- o) If, at any time during the execution/operation of work, the Bidder is unable to proceed with the work and is not responsive to the requests and notices of the DoT&CA to continue work, the DoT&CA reserves the right to get the work completed at the risk and cost of the Bidder. The Bidder shall, in addition, indemnify the DoT&CA for the loss suffered by the DoT&CA as a result of his failure to proceed with the work.
- p) It may be ensured that only top-class vendors for any/all activities or items to be outsourced are engaged by the bidder. Each and every item and service provided/rendered is to be of excellent quality and conform to 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 safety standards / standards as laid down by local Authorities.
- q) The Successful Bidder shall implement the Project while adhering to the local bye-laws and prevailing rules/regulations/guidelines pertaining to land, construction activity etc. as notified by DoT&CA, Government of Himachal Pradesh and any other Statutory Authority from time to time.
- r) Primarily, it is the responsibility of the bidder to have the approvals, layout design plans, scale drawings, electrical plans, permission and approval from Local authorities of any kind required to implement the show etc. DoT&CA will provide necessary documentation as required for the above. However, payment of prevailing charges/fees for such approvals shall be the responsibility of the successful Bidder.
- s) 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.
- t) DoT&CA reserves the right to scrap the RFP without assigning any reason whatsoever. DoT&CA reserves the right to reject any bid without assigning any reason whatsoever.

- u) The decision of DoT&CA 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.
- v) 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 RFP document
- w) Safe material shall be used with adequate and requisite provisions for covering exigencies etc. No compromise on safety standards shall be accepted. The area 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.
- x) 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 Bidder shall have to complete the entire job by the time schedule indicated in this document.
- y) All liabilities including claims, insurance, legal etc. shall also be settled by the Bidder awarded the contract. DoT&CA shall be indemnified of any such claim/s. The selected Bidder will reimburse all such contribution, expenses & all other charges/liability to which DoT&CA 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.
- z) The Bidder will ensure the presence of their liaison teams, technical teams, etc. at site during execution of works at site.
- aa) All future corrigendum, addendum including notice for pre bid meeting (if any) etc. pertaining to this RFP shall be notified ONLY on the website www.himachaltourism.gov.in
- bb) The earnest money, to every unsuccessful bidder shall be returned back after finalization of the RFP and award of work.
- cc) This notice of RFP shall form part of the Contract documents.
- dd) The use of Whitener/eraser in this RFP is prohibited. If any correction becomes necessary, the same should be done by scoring off originally written rates & figures etc. and then rewriting should be done under initials of person filling the RFP.

- ee) Two persons nominated by the DoT&CA should be trained to operate the show for three months at the end of the operations & maintenance contract with the Bidder.
- ff) Ownership: The Script written and its recording shall have the sole ownership of DoT&CA and will not be utilized by the Bidder in any form.
- gg) Agreement: On award of work, the Bidder will enter into an agreement as per the format **Annexure IV** and all communications including this RFP will be part of the agreement documents.

6.6 LIQUIDATED DAMAGES

Rs. 25,000/- per week or part thereof subject to an overall maximum of 10% of the contract amount. In case, the Bidder is not able to perform as per the satisfaction of the DoT&CA or in case of inordinate delay, the DoT&CA reserves the right to terminate the Contract and the firm will be liable to compensate for the loss.

6.7 EXTENSION OF TENURE OF CONTRACT

In case of delay on the part DoT&CA for any of the approvals required by the successful Bidder and/or delay fulfilling its obligations under this contract, the successful bidder shall be entitled for extension sufficient time to fulfil his obligations under the provisions of this contract however no claim for escalation shall be entertained for extended period.

6.8 VALIDITY OF BID OFFER

Bid Offer shall remain valid for acceptance for a period of 120 days from the date of opening of Technical Bid.

6.9 TERMINATION BY DEFAULT

DoT&CA reserves the right to terminate the contract of any Bidder in case of change in the Government procedures OR policy or unsatisfactory services. Similarly, the successful Bidder shall also be entitled to terminate the contract, in case the DoT&CA fails to perform his obligations under this contract. The Termination of Contract shall be dealt with in the provisions of Termination by DoT&CA and that of provisions of Termination by the bidder provided in the Clauses of Termination in Annexure IV.

6.10 RISK- PURCHASE CLAUSE

If the Bidder, after submission of RFP and the acceptance of the same, fails to abide by the Terms and Conditions of the RFP document or fails to complete the work within the specified time or at any time repudiates the contract, DoT&CA 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 Bidder will pay the balance amount to DoT&CA.
- e) For all purposes, the work order accepted by the bidder and issued by the DoT&CA will be considered as the formal contract.

6.11 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 sole arbitration of a Retired High Court Judge of Himachal Pradesh High Court and the same shall be resolved through arbitration under the Indian Arbitration & Conciliation Act, 1996 as amended till date. The award of the Arbitrator shall be final, conclusive and binding on all parties to this contract. The cost of arbitration shall be borne equally by the parties to the agreement.

6.12 JURISDICTION

The contract shall be governed by the Laws of India and jurisdiction of courts for legal issue will be SHIMLA, Himachal Pradesh.

6.13 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.

6.14 Determinations

Whenever these Conditions provide that the Technical Committee or its authorised representative shall proceed in accordance with this Sub-Clause, to agree or determine any matter, the Technical Committee or its authorised representative shall consult with each Party in an endeavour to reach an agreement. If agreement is not achieved, the Technical Committee shall make a

fair determination in accordance with the Contract, taking due regard of all relevant circumstances.

The Technical Committee or its authorised representative shall give notice to both Parties of each agreement or determination, with supporting particulars, within 28 days from the receipt of the corresponding claim or request except when otherwise specified. Each Party shall give effect to each agreement or determination unless and until revised under mutually by both the parties.

7. TERMS & CONDITIONS FOR OPERATION & MAINTENANCE

7.1 COMPREHENSIVE GUARANTEE

The Successful Bidder shall provide Comprehensive Guarantee on all the components forming a part of the project and described in detail in Annexure VII of the Technical Bid. The said Comprehensive Guaranty shall be provided for the entire duration of project including Operations & Maintenance Period. During the Operations & Maintenance Period, the Successful Bidder shall repair/replace any of the malfunctioning components at his cost and expense without any financial obligation on the part of DoT&CA.

7.2 SOURCES OF REVENUE GENERATION

The Successful Bidder shall suggest to DoT&CA about various methodologies for revenue generation from the Project. The Successful Bidder in consultation with DoT&CA shall identify and implement sources of revenue generation. However, in case such revenue generation measure is implemented by the DoT&CA through the successful Bidder then the Bidder shall be entitled for mutually agreed share in the revenue so generated for which DoT&CA shall execute a separate contract based on the data available at that point of time. The successful Bidder shall have first right of refusal.

7.3 CONDITIONS FOR OPERATION & MAINTENANCE

- a) The Bidders have to quote separately for the operation cost for shows thrice a day, every day (365 days a year) and five shows per day on Saturday, Sunday, Holidays and special days, by employing Trained/Qualified staff who is well versed with the technology used. The cost shall be including GST and all other taxes. (As per Annexure II, all costs inclusive of taxes).
- b) The Financial implication of operation and maintenance cost will be part of Total Project Cost as mentioned in clause 5.3.f.
- c) Bidders to quote lump sum for all components of the project as per heads mentioned in Price Bid. O&M expense pertains to consumables & manpower cost, including cost of electricity and/or copyright fees.
- d) 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.
- e) The Successful Bidder shall provide Manpower/workforce (the "technical staff") suitable for the job work specified in this RFP. In case the staff provided by the Successful Bidder for the purpose of Operations & Maintenance is not found satisfactory by the DoT&CA, the Successful Bidder shall agree to replace such staff forthwith.

- f) The Agreement shall be for a period of five years from the date of first public show and may be renewed for a further period on the discretion of the management of DoT&CA. (See **Annexure X**)
- g) The Successful Bidder will also ensure that the technical staff provided by the Successful Bidder is of good character, well behaved, skillful in the trade required for the performance of the duties assigned and does not indulge into any activity harmful to the reputation and image of the DoT&CA or its employee. In the event of any complaint received by the DoT&CA against any of the workers of the Successful Bidder, the same shall be forwarded to the Successful Bidder for remedial action and the Successful Bidder is expected to take such action expeditiously.
- h) It is clearly understood by and between the parties to the Agreement that the staff shall at all times and for all purposes shall be the employees of the Successful Bidder.
- i) In case, the show is not operated due to non-availability of manpower, a penalty per show equal to twice the relevant year's Bid Cost for O & M divided by 365 days shall be payable by the successful Bidder. If the same continued for consecutive three days, DoT&CA has right to terminate the contract without any notice and forfeit the due payments for this work including Performance Security.
- j) In case of any technical snag, Successful Bidder team will be associated for rectification of such snag immediately, in case, the show is not operated due to technical snag, a penalty per show equal to twice the relevant year's Bid Cost for O & M divided by 365 days shall be payable by the successful Bidder. If the same continued for consecutive three days, DoT&CA has right to terminate the contract without any notice and forfeit the due payments for this work including Performance Security.
- k) DoT&CA shall 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.
- l) The Successful Bidder shall be solely responsible for complying with all the provisions of EPF and Misc. Provisions Act, 1952 and ESI Act and other Acts applicable 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 DoT&CA on this account.
- m) The Successful Bidder or the staff will not act in a manner derogatory to or inconsistent with the DoT&CA's high standard and reputation or its business or cause nuisance in the management of the business or its customers or visitors.

- n) The Successful Bidder shall indemnify the DoT&CA from any claim made or damages suffered the DoT&CA by reason of any default on the part of the Successful Bidder, or his employees in due observance and performance of the provisions of law applicable to the matter relating to the staff.
- o) A logbook 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.
- p) Payments for operation and maintenance (5 years) will be done on quarterly (3 months) basis on the yearly charges as offered by the bidder. Agreement in this regard will be executed between DoT&CA and the successful bidder
- q) The Bidders shall provide an undertaking for conducting the Operations & Maintenance activity at the identified site in the Pro-forma provided in **Annexure-XV** of this RFP.
- r) The successful Bidder shall insure the show and equipment and/or any other property owned by him and/or used for the show from all possible risks including, public liability during the show time. DoT&CA shall not liable for any such damages or loss to the successful bidder.
- s) The successful bidder shall ensure that sufficient stocks of critical spares of the hardware /equipment and consumables shall be maintained by him on site. At the end of Operations & Maintenance period if the O&M contract is not renewed in favor of successful bidder, he must assure to supply the critical spares to DoT&CA at the mutually agreed cost as mentioned in the under taking at **Annexure XV**.
- t) The successful bidder shall also handover all the manuals and catalogs of the hardware /equipment installed on site to DoT&CA.

ANNEXURE I

Technical Team of Previous Project Under Clause No. 5.2, Step-I, D,E, & F

[On the letter head of the Bidder/lead Member]

The bidder needs to provide the details of key personnel/support staff who were part of successful completion of the previous show.

S. No.	Key Personnel/Support Staff	Name of the Key Personnel/Support Staff
1	Team Leader	
2	Creative Director	
3	Sound Designer	
4	Voice Over	
5	Script Writer	
6	Music Director	
7	Light Engineer/Expert	
8	Graphic Designer	
9	Systems Designer	

The Bidder may co-opt experts from any field deemed necessary.

(Signature of Authorized Signatory)

ANNEXURE-II

FINANCIAL BID

[On the letter head of the Bidder/lead Member]

Name of the Work- Design & Installation of WOW Show at Town Square, Mall Road, situated in SHIMLA, Himachal Pradesh.

I. Financial Bid for Design and Installation of Light, Sound and Multimedia Show having “WOW” effect at Town Square, Mall Road, Shimla, Himachal Pradesh including Operation & Maintenance for Five years.

S. No.	Description of work	Quoted Price in INR
A	<p>Cost of Artistic Creative Work for Town Square Show Artistic Direction Work, Visualizer cum Artistic Fee, Administrative Cost, any content/Art Component for Town Square Show:</p> <p>a) Artistic Direction, Lighting Direction, Audio expert, Research, Script, translation, dramatization b) Recording in two languages including artists, musicians, voiceover, music effects, etc. c) Visualizing the content, creating 2D, 3D animation, CGI, video shoot including artist, laser animation etc. d) Art component e) Programming/ integration of show with content, effect etc.</p> <p>Total (Rs. In words.....)</p>	Amounts for each item to be given separately
B	<p>Hardware Cost and Associated E&M works and any other related works to complete the SEL show for Town Square</p> <p>a) Complete Audio system including cabling etc. b) Lighting, intelligent lighting and effect machines etc. c) Projection system like projectors, Laser etc. d) Dimmers, electrical panel, UPS, power & control cables etc. e) Control Room equipment & Electrical room equipment</p>	<p>Rs..... Rs..... Rs..... Rs..... Rs.....</p>

S. No.	Description of work	Quoted Price in INR
	like lighting control computer with control software & licenses, projection management system including software etc. f) Essential services like Public address system, monitor speakers in the control room, Fire Fighting, CCTV for all the installed equipment, cable route markers, danger plates, Earthing etc., if any g) Any other cost to complete the project Date: Place: (Total Cost of B Rs. in words _____)	Rs..... Rs..... Rs..... Rs. Rs..... Rs.....
C	Cost of Control Room for Town Square Show a) Control room, Interiors, electrification and air-conditioning, erection of mounting poles etc. complete	Rs.
D	Total Quoted Capital Cost for A+ B+C Rs. _____ (in words)	

Note: Components/Systems listed under Part A to C may be quoted as per the need of the system designed and/or conceptualized by the Bidder. The list provided above is just a guideline.

II. Financial Bid for Operation and Maintenance of the Design and Installation of Light, Sound and Multimedia Show having "WOW" effect at Town Square, Mall Road, Shimla, Himachal Pradesh including Operation & Maintenance for Five years.:

SN	Description	Rate Rs. Per Month	Amount Rs. Per Year
a.	Operation & Maintenance of the Show Operation of Sound and Light Show on daily basis (show thrice a day, every day, except Saturday, Sunday, Holidays and special days (Republic Day, Independence Day, Himachal Day, New Year (31 st December & 1 st January) and any other two days noticed by DoTCA, on which days it will be held five times a day) by providing trained /qualified manpower. Upkeep of all indoor / outdoor, fixtures and keeping them in intact condition Cleaning the sitting area/Gallery area, show area Complete as per RFP conditions		
1	For 1 st Year		

2	For 2 nd Year		
3	For 3 rd Year		
4	For 4 th Year		
5	For 5 th Year		
6	Total Rs. _____ (in words)		

III. The Total Financial Bid, as per Clause 5.3.f i.e. I+II above, shall be Rs. _____ (Rupees in words _____)

NOTE:

- i. The financial bid should be in Indian Rupees.
- ii. All bidders should indicate the total cost, "inclusive of all taxes", etc.
- iii. The total cost quoted shall be inclusive of all prevailing Taxes such as, GST/ Customs/Import Duty & Labour Cess and shall be clearly indicated both in figures and words. In the event of mismatch between the amounts quoted in figures vis-à-vis words, lower of the two will be taken as the bid cost for evaluation purposes.
- iv. Cost of 'A' (Artistic Creative Work) shall not exceed 45 % of the total price quoted for the project.

Date:

Place:

Signature of the authorized signatory and seal of the Bidder

ANNEXURE-III

UNDERTAKING

(On Company Letterhead / In case of Consortium, On the letter head of the Lead Member / SPV)

To,
The Director,
Department of Tourism & Civil Aviation,
SHIMLA

We certify that: -

1. I/We have gone through the bid documents and its terms and conditions and fully understood it. All the terms and conditions are acceptable to me / us.
2. I/We/any Consortium Member or Associate, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the me / any Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by us / any Consortium Member or Associate. It is further certified that there is no investigation pending against us or the CEO, Directors / Manager / Employees of our concern / any Consortium Member or Associate, as the case may be. I/we/Any Consortium Member has not been barred by any of the Government departments at Centre and/or State.
3. That the decision of DoT&CA, SHIMLA Management will be undisputable in accepting a rejection of my / our offer.

Date_____

Place_____

Signature & Seal of Bidder

ANNEXURE-IV
FORMAT FOR AGREEMENT
(Stamp Duty as per the Stamp Act)

This agreement, herein referred to as Agreement, enter into on this the ____day of _____ between The Director, Department of Tourism & Civil Aviation, SHIMLA (The DoT&CA) having its registered office at Block No. 28, SDA Complex, Kasumpti, Shimla-171009, E-mail: tourismmin-hp@nic.in; tourism.hp@nic.in. (hereinafter referred to as the First Party, which expression shall include its successors and assignees) of the first part through _____ and;

M/s _____ having its registered office at _____ through _____ (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 Musical Fountain along with Sound and Light/ Multimedia Show at _____ and has invited RFPs describing the works to be done.

And whereas the Second Party has responded to the RFP invitation and has submitted the RFP, followed by subsequent presentation/discussions with the Steering Committee appointed by the First party and the Second Party confirmed the rate and of the assignment as negotiated and agreed before the Steering Committee.

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 _____ of high standard in 2 language at an agreed/settled amount of Rs. _____ (Rupees.....) inclusive of all expenditure and all taxes applicable including GST as applicable.

And whereas the first party believing the assurance and representation as true and correct has appointed the second party terms and conditions as set herein below.

NOW THIS AGREEMENT WITNESSETH 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 form the First 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 RFP and prepares the sound track as required. The Scope of Work also include Hardware equipment, system integration associated civil & electrical work as defined in the RFP. 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 production will rest with the First Party and will be transferred to the DoT&CA after completion. The Second Party shall not use the script or any input technical or otherwise related to this project with any other DoT&CA 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 both the 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 the work from the Second Party 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 hereinafter specified in the RFP. All such payments shall be subject to tax deduction at source – 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 two languages (English and Hindi).

This contract shall be subject to Force Majeure.

PERFORMANCE SECURITY

- a) The Second Party shall be liable to deposit a total performance Security of an amount equal to 5% of the Bid Cost. After issuance of Letter of Award, the

Second Party has to deposit 2.5% of the Bid amount as Security Deposit in the form of Bank Guarantee from a nationalized bank payable at its, SHIMLA Branch, in an acceptable form annexed herewith as Annexure XIV. The Bank Guarantee should remain valid till 12 Months after the date of First Public Performance. The First Public Performance should happen in 120 days from the date of issuance of the LOA. The balance 2.5% of performance security shall be deducted from running bills raised by the Second Party after adjusting the Earnest Money Deposit from it.

- b) The 2.5% Performance Security so collected in the form of Security Deposit from each Running Bill plus Additional Performance Security under Clause 5.3.d, if any, deposited by the Second Party will be released after successful performance of the contractual obligation in the form of running the show successfully for 3 (three) months from the date of first public performance of the show.
- c) The Performance Security for the Operation & Maintenance Contract shall be 5% of the relevant Bid Cost for O & M Contract for the first year of O & M Contract.
- d) The 5% Performance Security for O & M Contract or 0.5% from the 2.5% Security Deposit of main installation contract, whichever is higher shall be retained by the DoT&CA for a period of first 6 months and on successful running of O & M Contract for first 6 months, DoT&CA shall release the additional security held by it beyond the amount of 5% of the O & M Bid Cost for first year. The DoT&CA shall be entitled to retain from the last bill of O & M Contract for the relevant year to adjust the Performance Security for the next year to become 5% of the Bid Cost for that year. The Performance Security held by the DoT&CA at any given point of time after first 6 months shall be 5% of the Bid Cost for the relevant year.
- e) The Performance Security for the O & M Contract shall be finally released along with the payment of last Bill of O & M Contract on handing over installed project in running condition at the end of 5 years of O & M Contract.

Prevailing Taxes- The Second Party hereby confirms that the project cost is inclusive of all material, labour, professional charges of the artists, other professionals, contractor's all risk insurance, prevailing Taxes such as, GST/Local Tax /Entry Tax / Green Fees etc. but including Customs/Import Duty etc. Taxes excluded from the cost will be reimbursed after production of receipt /challans as per actual. The rates quoted are also inclusive of labour-cess which will be applicable on hardware component quoted and necessary recovery of labour-cess shall be made from each RA bill by the FIRST PARTY to be deposited with labour board of concern state.

Defect Liability Period: All equipment supplied and installed and the workmanship of the work done shall be guaranteed by the Second Party for 60 months from the date of commissioning of the work. The defect liability period is for 60 months reckoned from the date of commissioning and running the first public show of the project. The defects if any noticed during the period shall be immediately rectified failing which the firm shall be liable for action by the FIRST PARTY.

Liquidated damages for delay - Rs.25,000/- per week or part thereof subject to an overall maximum of 5% of the contract amount. In case, the agency is notable to perform as per the satisfaction of the DoT&CA or in case of in-ordinary delay, the DoT&CA reserves the right to terminate the Contract and the firm will be liable to compensate for the loss.

EPF, ESI- The second party shall be solely responsible for compliance with all provisions of EPF, ESI and other statutory provisions relating to manpower engage for the purpose of this contract. The first party shall not have any liability in respect of the workers engaged by the Second party. The second party shall keep the first party indemnified in the said workers.

Foreclosure- 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 closed w.e.f. 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.

Termination by First Party (DoT&CA)

- A. **Notice to Correct-** If the Second Party fails to carry out any obligation under the Contract, the DIRECTOR, DoT&CA may by notice require the Second Party to make good the failure and to remedy it within a specified reasonable time.
- B. **Termination by First Party-** The First Party shall be entitled to terminate the Contract if the Second Party:
- i. fails to comply with Clause 4.9 [Performance Security] or 5.5.1 [Eligibility Criteria] or with a notice under Sub-Clause a. above [Notice to Correct],
 - ii. abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,
 - iii. subcontracts the whole of the Works or assigns the Contract without the required agreement,
 - iv. becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of

his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or

- v. gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:

- (a) for doing or forbearing to do any action in relation to the Contract, or
- (b) for showing or forbearing to show favour or dis-favour to any person in relation to the Contract,

or if any of the Second Party's Personnel, agents or Sub Second Parties gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (v). However, lawful inducements and rewards to Second Party's Personnel shall not entitle termination.

In any of these events or circumstances, the First Party may, upon giving 14 days' notice to the Second Party, terminate the Contract and expel the Second Party from the Site. However, in the case of sub-paragraph (v) or (vi), the First Party may by notice terminate the Contract immediately. The First Party's election to terminate the Contract shall not prejudice any other rights of the First Party, under the Contract or otherwise.

The Second Party shall then leave the Site and deliver any required Goods, all Second Party's Documents, and other design documents made by or for him, to the DIRECTOR, DoT&CA. However, the Second Party shall use his best efforts to comply immediately with any reasonable instructions included in the notice (a) for the assignment of any subcontract, and (b) for the protection of life or property or for the safety of the Works.

After termination, the First Party may complete the Works and/or arrange for any other entities to do so. The First Party and these entities may then use any Goods, Second Party's Documents and other design documents made by or on behalf of the Second Party.

The First Party shall then give notice that the Second Party's Equipment and Temporary Works will be released to the Second Party at or near the Site. The Second Party shall promptly arrange their removal, at the risk and cost of the Second Party. However, if by this time the Second Party has failed to make a payment due to the First Party, these items may be sold by the First Party in order to recover this payment. Any balance of the proceeds shall then be paid to the Second Party.

- C. **Valuation at Date of Termination-** As soon as practicable after a notice of termination under Sub-Clause B. [Termination by First Party] has taken effect, the DIRECTOR, DoT&CA shall proceed in accordance with Sub-Clause 6.15 [Determinations] to agree or determine the value of the Works, Goods and

Second Party's Documents, and any other sums due to the Second Party for work executed in accordance with the Contract.

- D. **Payment after Termination-** After a notice of termination under Sub-Clause B. [Termination by First Party] has taken effect, the First Party may:
- (i) proceed in accordance with Sub-Clause 4.9 [Performance Security],
 - (ii) withhold further payments to the Second Party until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the First Party, have been established, and/or
 - (iii) recover from the Second Party any losses and damages incurred by the First Party and any extra costs of completing the Works, after allowing for any sum due to the Second Party under Sub-Clause C. [Valuation at Date of Termination]. After recovering any such losses, damages and extra costs, the First Party shall pay any balance to the Second Party.
- E. **First Party's Entitlement to Termination for Convenience-** the First Party shall be entitled to terminate the Contract, at any time for the First Party's convenience, by giving notice of such termination to the Second Party. The termination shall take effect 28 days after the later of the dates on which the Second Party receives this notice or the First Party returns the Performance Security. The First Party shall not terminate the Contract under this Sub-Clause in order to execute the Works himself or to arrange for the Works to be executed by another Second Party or to avoid a termination of the Contract by the Second Party under Clause Termination by Second Party. After this termination, the Second Party shall proceed in accordance with Sub-Clause C. [Valuation at Date of Termination] and shall be paid in accordance with Sub-Clause D. [Payment on Termination].
- F. **Corrupt or Fraudulent Practices-** If the First Party determines, based on reasonable evidence, that the Second Party has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract, then the First Party may, after giving 14 days' notice to the Second Party, terminate the Contract and expel him from the Site, and the provisions of Clause 6.14 shall apply as if such termination had been made under Sub-Clause B [Termination by First Party]. Should any employee of the Second Party be determined, based on reasonable evidence, to have engaged in corrupt, fraudulent or coercive practice during the execution of the work then that employee shall be removed in accordance with the provisions of this contract.

Suspension and Termination by Second Party (Contractor)

A. **Second Party's Entitlement to Suspend Work-** If the DIRECTOR, DoT&CA fails to certify in accordance with Sub-Clause 6.3, 6.4 & 6.5 of the RFP Document, the Second Party may, after giving not less than 21 days' notice to the First Party, suspend work (or reduce the rate of work) unless and until the Second Party has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice.

Notwithstanding the above, if the Bank has suspended disbursements under the loan or credit from which payments to the Second Party are being made, in whole or in part, for the execution of the Works, and no alternative funds are available as provided for in Sub-Clause 6.3, 6.4 & 6.5, the Second Party may by notice suspend work or reduce the rate of work at any time, but not less than 7 days after the Borrower having received the suspension notification from the Bank.

If the Second Party subsequently receives such Payment Certificate, evidence or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the Second Party shall resume normal working as soon as is reasonably practicable.

If the Second Party suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Second Party shall give notice to the DIRECTOR, DoT&CA and shall be entitled subject to Sub-Clause 6.3, 6.4 & 6.5 [Second Party's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 6.7 [Extension of Time for Completion], and
- (b) payment of any such Cost-plus profit, which shall be included in the Contract Price.

After receiving this notice, the DIRECTOR, DoT&CA shall proceed in accordance with relevant provisions of the contract.

B. **Termination by Second Party-** The Second Party shall be entitled to terminate the Contract if:

- (i) the Second Party does not receive the reasonable evidence within 42 days after giving notice under Sub-Clause A. [Second Party's Entitlement to Suspend Work] in respect of a failure to comply with relevant provisions of this contract,
- (ii) the DIRECTOR, DoT&CA fails, within 56 days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate,
- (iii) the Second Party does not receive the amount due under an Interim Payment Certificate within 42 days after the expiry of the time stated in Sub-Clause 6.4 [Timeline for Payment] within which payment is to be made,
- (iv) the First Party substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the

economic balance of the Contract and/or the ability of the Second Party to perform the Contract,

- (v) a prolonged suspension affects the whole of the Works,
- (vi) the First Party becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events,
- (vii) the Second Party does not receive the DIRECTOR, DoT&CA's instruction recording the agreement of both Parties on the fulfillment of the conditions for the Commencement of Works . In any of these events or circumstances, the Second Party may, upon giving 14 days' notice to the First Party, terminate the Contract. However, in the case of sub-paragraph (vi) or (vii), the Second Party may by notice terminate the Contract immediately. In the event the Bank suspends the loan or credit from which part or whole of the payments to the Second Party are being made, if the Second Party has not received the sums due to him upon expiration of the 15 days referred to in Sub-Clause 6.4 for payments under Interim Payment Certificates, the Second Party may, take one of the following actions, namely
 - a. suspend work or reduce the rate of work under Sub-Clause A. above, or
 - b. terminate the Contract by giving notice to the First Party, with a copy to the DIRECTOR, DoT&CA, such termination to take effect 14 days after the giving of the notice.

The Second Party's election to terminate the Contract shall not prejudice any other rights of the Second Party, under the Contract or otherwise.

C. Cessation of Work and Removal of Second Party's Equipment-

After a notice of termination under Sub-Clause E. [First Party's Entitlement to Termination for Convenience], Sub-Clause B. [Termination by Second Party] has taken effect, the Second Party shall promptly:

- (a) cease all further work, except for such work as may have been instructed by the DIRECTOR, DoT&CA for the protection of life or property or for the safety of the Works,
- (b) hand over Second Party's Documents, Plant, Materials and other work, for which the Second Party has received payment, and

(c) remove all other Goods from the Site, except as necessary for safety, and leave the Site.

- D. **Payment on Termination-** After a notice of termination under Sub-Clause B. [Termination by Second Party] has taken effect, the First Party shall promptly:
- (a) return the Performance Security to the Second Party,
 - (b) pay to the Second Party the amount of any loss or damage sustained by the Second Party as a result of this termination.

Arbitration- If at any time during the progress of the works or after the completion thereof any time during the continuances of this agreement any dispute or differences arise between the parties hereof in relation to or in connection with this agreement, the same shall be referred to the arbitration by the Retired High Court Judge of the Himachal Pradesh High Court as sole arbitrator and his decision shall be final and binding on the parties. The said arbitration shall be governed by the Indian Arbitration and Conciliation Act 1996 as amended or enacted from time to time. The arbitration proceeding shall be conducted in the English language and the venue of the said arbitration shall be held in SHIMLA, Himachal Pradesh, India. Courts at SHIMLA, Himachal Pradesh only shall have Jurisdiction.

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

Agreed by Second Party

**Agreed for and behalf of
Department of Tourism & Civil Aviation SHIMLA,
(First Party)**

(Name and Signature)
In the presence of

(Signature with seal)

1.

1.

2.

2.

ANNEXURE-V

Bidder must ensure that all requisite documents are enclosed while submitting the RFP documents. A broad checklist for cross verification is placed

S.N.	Description/Information	Please tick for enclosed Document
Technical Bid		
1.	Earnest Money Deposit Rs. 5.00 Lakhs	
2.	RFP Fee Receipt Rs. 5,000/-	
3.	Signed and stamped RFP document in token of acceptance of all terms and condition of the RFP document including Annexure II i.e. unquoted financial bid	
4.	Copy of amendment if any issued by the DIRECTOR, DoT&CA after the pre-bid meeting. (To be submitted duly signed with seal) – Para 4.3 l (v)	
5.	An affidavit on non-judicial stamp paper 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.” As per para 4.3 l (iv)	
6.	Past Experience in similar projects (Para 5.2. Step I, A)	
7.	Past Experience in Creativity (Para 5.2, Step I, B)	
8.	Concept of Previous project experience – Video clip (Para 5.2, Step I, D)	
9.	Team of Previous project Experience (Para 5.2, Step I, E)	
10.	Human Resources Available (Para 5.2, Step I, F)	
11.	In-house Facility / Technical tie up for the proposed project (Para 5.2, Step II, A)	
12.	Technology & Hardware for the Proposed Project (Para 5.2, Step II, B)	
13.	Audited Balance Sheets for the last 3 financial years	
14.	Soft & Hard Copy of the Concept/Treatment	
15.	Description of Technology	
16.	Design of Control Room	
17.	Annexure I (Technical Team- Previous Project)	
18.	Undertaking on Company Letterhead (Annexure III)	

S.N.	Description/Information	Please tick for enclosed Document
19.	Annexure IV(Agreement)	
20.	Annexure V (Check List)	
21.	Information about proposed Technical Team (Annexure VI)	
22.	Annexure VII (Hardware List) along with certificates of installations from the Awarding Authority for the items specified in Section 3, Para 3.3 & 3.4.	
23.	Abstract of Assignments (Annexure VIII)	
24.	Pre-Contract Integrity Undertaking (Annexure IX)	
25.	Agreement for Operation & Maintenance (Annexure X)	
26.	** Authorization Letter/Power of Attorney to sign the RFP (as per Annexure XI)	
27.	Joint Bidding Agreement (Annexure XII)	
28.	Layout Maps of Town Square (Annexure XIII) plus proposed layout map	
29.	Undertaking of Operations & Maintenance (Annexure XV)	
30.	Bidder's Organization & Experience (Annexure XVI)	
31.	Bidder's Team Composition & Task Assignment (Annexure XVII)	
32.	Work Plan (Annexure XVIII)	
33.	Annexure XIX - UNDERTAKING – If Qualification is open to persons from any country as per para 4.3 (g) (iii)	
34.	Annexure XX – Bid Capacity Table as per para 4.4 (e) & 5.5.2. (A) (iv)	
35.	Annexure XXI – Detailed List of Work in Hand and Work Tendered for as on date of Submission of Bid as per para 4.4 (e) & 5.5.2. (A) (iv)	
Financial Bid		
1	Financial Bid (Annexure II)	

Note: **All above documents as listed should be attested from the Competent Representative of the Bidder /CA/ Notary Public

ANNEXURE-VI

**Information about proposed Technical Team for the work of Implementation
of Sound & Light Show at Mall Road, SHIMLA, Himachal Pradesh**

**(On Company Letterhead / In case of Consortium, On the letter head of the
Lead Member / SPV)**

S. No.	Key Personnel/Support Staff	Name of the Key Personnel/Support Staff
1	Team Leader	
2	Creative Director	
3	Sound Designer	
4	Voice Over	
5	Script Writer	
6	Music Director	
7	Light Engineer/Expert	
8	Graphic Designer	
9	Systems Designer	

Note: Consent Letter along with profile of the concerned artist and copies of Awards, if any, mentioned in the above table shall be enclosed herewith.

(Signature of Authorized Signatory)

**ANNEXURE-VII
Hardware List**

Equipment/ Materials for the work of Implementation of Sound & Light Show at
SHIMLA, Himachal Pradesh

(Unprized)

S. No.	Description items with make & model	Quantity
A	Lighting Equipment	
B	Audio related Equipment	
C	Projection System/Effects Equipment	
D	Electrical Allied Equipment/Devices	
E	Control Room Equipment	
F	Essential Services Equipment	
G	Any Other Important Equipment	

Note: Please also attach a sheet showing compliance of each clause in Section 3 , Technical Benchmarks

(Signature of Authorized Signatory)

ANNEXURE-VIII

Abstract of Assignments as required for Eligibility criteria and Technical qualification

Sr. No	Name of Project with date & place	Name of Client	Name of Artist made an appearance	Nature of Event (Opening/Closing /awards/product launches)	Professional fees received (in Rs. Cr.)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

(Signature of Authorized Signatory)

ANNEXURE-IX
Pre-Contract Integrity Undertaking

To,

The Director,
Department of Tourism & Civil Aviation,
SHIMLA

I/We _____, _____ of _____ undertakes that I/we have 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 than 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 CLIENT if the contract has already been concluded.

Date _____

Place _____

Signature & Seal of Bidder

ANNEXURE-X

Agreement for Operation and Maintenance

This contract, herein referred to as Agreement, entered into on this -----
--- between -----
----- (hereinafter referred to as the First Party/DoT&CA,
which expression shall include its successors and assignees) of the first part and ----
----- having its registered office at -----
----- (hereinafter
referred to Second Party, which expression shall include its successors and
assignees) on the second part, and stands effective from the date of inauguration of
the Sound & Light Show at -----.

Whereas the First Party is desirous of operation and maintenance of the Musical Fountain along with Sound and Light/Multimedia Show at - -----
----- as per RFP invited by Department of Tourism & Civil Aviation, SHIMLA describing the works to be done through Steering Committee appointed by the First party.

And Whereas the Second Party has responded to the RFP invitation and has submitted the RFP, followed by subsequent presentation/discussions with the Steering Committee comprising of eminent persons & officials of the Department of Tourism & Civil Aviation, SHIMLA and the Second Party confirmed the rate and of the assignment as negotiated and agreed before the Steering Committee.

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 Operation & Maintenance of the Sound and Light Show at -----
----- at an agreed/settled amount including all direct and indirect taxes .

And whereas the first party believing the assurance and representation as true and correct has appointed the second party terms and conditions as set herein below.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS;

In this agreement, the words and expressions shall have the same meaning as 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 Department of Tourism & Civil Aviation, SHIMLA 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. RFP Document No ----- dated -----
2. Work Order No ----- dated -----

Note: The word DoT&CA appearing in this section means Department of Tourism & Civil Aviation, SHIMLA

NOW IT IS HEREBY AGREED AS FOLLOWS;

1. The Second Party shall operate on daily basis show thrice a day, every day, except Saturday, Sunday, Holidays and special days like New Year, Himachal Day National Celebrations like Independence Day/Republic Day etc, on which days it will be held five times a day on daily routine basis (365 days a year), by employing Trained/Qualified staff who is well versed with the technology used. The cost shall be include direct and indirect charges, Copyright charges, Electricity , water and other charges as applicable.
2. The O & M Bid Cost is in lump sum for all components of the project as per heads mentioned in Price Bid. O&M expense pertains to consumables & manpower cost, including cost of electricity and/or copyright fees.
3. 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.
4. SECOND PARTY shall be responsible for payment of **utility/electricity** bills for the use of electricity for operation and maintenance of the show on daily basis.
5. The Second Party shall provide Manpower/workforce (the “technical staff”) suitable for the job work specified in this RFP. In case the staff provided by the Second Party for the purpose of Operations & Maintenance is not found satisfactory by the FIRST PARTY, the Second Party shall agree to replace such staff forthwith.
6. The Agreement shall be for a period of five years from the date of first public (for first year it shall be operation cost as the maintenance is covered under Defect liability and for rest four years it shall be Operation and maintenance cost) show and may be renewed for a further period on the discretion of the management of FIRST PARTY. (See Annexure X). The second party shall be entitled for first right of refusal incase the operation and maintenance cost quoted by other bidder is less than the cost quoted by the second party at that point of time.
7. The Second Party will also ensure that the technical staff provided by the Second Party 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 FIRST PARTY or its employee. In the event of any complaint received by the FIRST PARTY against any of the workers of the Second Party, the same shall be forwarded to the Second Party for remedial action and the Second Party is expected to take such action expeditiously.

8. It is clearly understood by and between the parties to the Agreement that the staff shall at all times and for all purposes shall be the employees of the Second Party.
9. **Damages**-In case, the show is not operated due to non-availability of manpower, a penalty per show equal to twice the relevant year's Bid Cost for O & M divided by 365 days shall be payable by the Second Party. If the same continued for consecutive three days, FIRST PARTY has right to terminate the contract without any notice and forfeit the due payments for this work including Performance Security.
10. In case of any technical snag, Second Party team will be associated for rectification of such snag immediately, in case, the show is not operated due to technical snag, a penalty per show equal to twice the relevant year's Bid Cost for O & M divided by 365 days shall be payable by the Second Party. If the same continued for consecutive three days, FIRST PARTY has right to terminate the contract without any notice and forfeit the due payments for this work including Performance Security.
11. The FIRST PARTY shall not interfere or influence in any manner in the selection or engagement of the staff. Further the FIRST PARTY shall 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.
12. The Second Party shall be solely responsible for complying with all the provisions of EPF and Misc. Provisions Act, 1952 and ESI Act and other Acts applicable 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 FIRST PARTY on this account.
13. The Second Party or the staff will not act in a manner derogatory to or inconsistent with the FIRST PARTY's high standard and reputation or its business or cause nuisance in the management of the business or its customers or visitors.
14. The Second Party shall indemnify the FIRST PARTY from any claim made or damages suffered the FIRST PARTY by reason of any default on the part of the Second Party, or his employees in due observance and performance of the provisions of law applicable to the matter relating to the staff.
15. **LOG BOOK**- A logbook 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.

16. **Mode of Payment-** Payments for operation (1 year) operation and maintenance (4 years) will be done on quarterly (3 months) basis on the yearly charges as offered by the bidder. A Separate agreement in this regard will be executed between FIRST PARTY and the Second Party
17. The Second Party hereby assures that sufficient stocks of critical spares of the hardware /equipment shall be maintain by him on site. At the end of Operations & Maintenance period if the O&M contract is not renewed in favor of the Second Party he hereby assures to supply the critical spares to DoT&CA at the mutually agreed cost.
18. **Insurance-** The Second Party shall insure the show and equipment and/or any other property owned by him and/or used for the show from all possible risks including, public liability during the show time. FIRST PARTY shall not liable for any such damages or loss to the Second Party.
19. **Revenue Earning/Sharing-**The Second Party shall suggest to FIRST PARTY about various methodologies for revenue generation from the Project. The Second Party in consultation with FIRST PARTY shall identify and implement sources of revenue generation. However, in case such revenue generation measure is implemented by the FIRST PARTY through the Second Party then the Bidder shall be entitled for mutually agreed share in the revenue so generated for which FIRST PARTY shall execute a separate contract based on the data available at that point of time. The Second Party shall have first right of refusal.
20. **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 sole arbitration of the Retired High Court Judge of Himachal Pradesh high Court, the same shall be resolved through arbitration under the Indian Arbitration & Conciliation Act, 1996 as amended till date. The award of the Arbitrator shall be final, conclusive and binding on all parties to this contract.
21. **Jurisdiction:** The contract shall be governed by the Laws of India and jurisdiction of courts for legal issue will be at SHIMLA, Himachal Pradesh, India.
22. **Termination by default:** DoT&CA reserves the right to terminate the contract of second party in case of change in the Government procedures OR policy or unsatisfactory services.

Annexure A

Name of the work: Operation and Annual Maintenance of Design and Installation of Light, Sound and Multimedia Show having "WOW" effect at Town Square, Mall Road, Shimla, Himachal Pradesh including Operation & Maintenance for Five years.

SN	Description	Rate Rs. Per Month	Amount Rs. Per Year
	Operation & Maintenance of the Show		
a.	Operation of Sound and Light Show on daily basis (show thrice a day, every day, except Saturday, Sunday, Holidays and special days (Republic Day, Independence Day, Himachal Day, New Year (31 st December & 1 st January) and any other two days noticed by DoTCA, on which days it will be held five times a day) by providing trained /qualified manpower. Upkeep of all indoor / outdoor, fixtures and keeping them in intact condition Cleaning the sitting area/Gallery area, show area Complete as per RFP conditions		
1	For 1 st Year		
2	For 2 nd Year		
3	For 3 rd Year		
4	For 4 th Year		
5	For 5 th Year		
6	Total Rs. _____ (in words)		

NOTE: The above is inclusive of all duties, Taxes, levies, GST etc.

ANNEXURE-XI
Format for Power of Attorney for signing of Bid

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the(Name of the Project) Conceptualizing & Implementing of Design and Installation of Light, Sound and Multimedia Show having "WOW" effect at Town Square, Mall Road, Shimla, Himachal Pradesh including Operation & Maintenance for Five years

A Project proposed or being developed by the Department of Tourism & Civil Aviation, SHIMLA (the "DoT&CA") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information/ responses to the DoT&CA, representing us in all matters before the DoT&CA, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the DoT&CA in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the DoT&CA.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For
(Signature, name, designation and address)
Of the Person Authorised by the Board Resolution
in case of Firms/Company) Partner in case of Partnership Firms.

Witnesses:

- 1.
- 2.

Notarised
Person identified by me/personally appeared before me
/signed before me/Attested/Authenticated*
(*Notary to specify as applicable)
(Signature, Name and Address of the Notary)
Seal of the Notary

Registration Number of the Notary
Date_____

Accepted
(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostil certificate*

ANNEXURE XII

Format for Joint Bidding Agreement for Consortium

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. Limited, and having its registered office at (Hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. Limited, having its registered office at and (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. Limited, and having its registered office at (hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

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

WHEREAS,

(A) THE DEPARTMENT OF TOURISM & CIVIL AVIATION, SHIMLA, established under the Department of Tourism & Civil Aviation, SHIMLA Act 1936, represented by its Director and having its principal offices at Block No. 28, SDA Complex, Kasumpti, Shimla-171009, E-mail: tourismmin-hp@nic.in; tourism.hp@nic.in. (hereinafter referred to as the "**DoT&CA**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the "**Bids**") by its RFP No. dated(the "**RFP**") for award of contract for (Name of the Project Conceptualizing & Implementing of Design and Installation of Light, Sound and Multimedia Show having "WOW" effect at Town Square, Mall Road, Shimla, Himachal Pradesh. Including Operation & Maintenance for Five years.

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

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

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

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “SPV”) under the Indian Companies Act, 2013/The Indian Partnership Act, 1932 and any other statutory act of the Indian Parliament for entering into a Contract Agreement with the DoT&CA and for performing all its obligations as the Successful Bidder in terms of the Contract Agreement for the Project.

4. Role of Parties

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

- (a) Party of the First Part shall be the Lead member of the Consortium, who shall be responsible for the Creative Work and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Contract Agreement when all the obligations of the SPV shall become effective;

(b) Party of the Second Part shall be {the Technical or mention appropriate role of the Member of the Consortium;

(c) Party of the Third Part shall be the Financial or mention appropriate role of the Member of the Consortium; and

(d) Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.}

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Contract Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Contract Agreement.

6. Shareholding in the SPV

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

First Party:

Second Party:

Third Party:

Fourth Party:

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the second anniversary of the date of Letter of Award or end of Defect Liability Period, whichever falls later, be held by the Parties of the First, {Second and Third} Part whose experience and net worth have been reckoned for the purposes of qualification and short-listing of Applicants for the Project in terms of the RFP.

6.3 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the second anniversary of the Letter of Award or end of Defect Liability Period, whichever falls later.

6.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Contract Agreement.

6.5 The Parties undertake that the O&M Member shall subscribe and hold at least 10% (ten per cent) of the subscribed and paid up equity shares in the SPV in terms of the Contract Agreement.}

7. Representation of the Parties

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

(a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and DoT&CA to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and DoT&CA to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) Violate any Applicable Law presently in effect and having applicability to it;

(iii) Violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party;

(v) Create and impose any liens, mortgages, pledges, claims, security, interest, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement.

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Contract Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the DoT&CA to the Bidder, as the case may be.

9. Miscellaneous

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

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

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

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

SECOND PART

(Signature)

(Name)

ANNEXURE-XIII
(Layout Map of Town Square, Shimla)

NORTH

Attach Map

ANNEXURE-XIV
PROFORMA FOR PERFORMANCE SECURITY
(To be used by approved Scheduled Banks)

1. In consideration of the Department of Tourism & Civil Aviation, SHIMLA (hereinafter called the "DoT&CA") having offered to accept the terms & conditions of the purpose agreement between _____ and _____ (hereinafter the said contractor(s) for the agreement) having agreed to production of irrevocable bank guarantees for ` _____ (Rupees _____) as a security/guarantee for the compliance of his obligation in accordance with the terms and conditions in the said agreement.

We _____ (hereinafter referred to as "the bank")
(Indicate the name of the bank)
hereby undertake to pay Department of Tourism & Civil Aviation, SHIMLA (hereinafter called the "DoT&CA") an amount not exceeding ` _____ (Rupees _____ only) on demand by the DoT&CA.

2. We _____ do hereby undertake
(Indicate the name of the bank)
to pay the amounts due and payable under this guarantee without any demure, merely on demand from DoT&CA stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards amount due and payable by the bank under this guarantee. However, our liability under this restricted to an amount not exceeding ` _____ (Rupees _____)
3. We the said bank further undertake to pay the DoT&CA any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, out liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payments.

4. We _____ further agree that the
(Indicate the name of the bank)
guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the DoT&CA under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till Engineer-in-Charge on behalf of DoT&CA certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee.

5. We _____ further agree with the
(Indicate the name of the bank)
DoT&CA that the DoT&CA shall have the fullest liberty without out concert and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the DoT&CA against the said contractor(s) and to forbear enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to be said contractor(s) or for any forbearance, act of omission on the part of DoT&CA or any indulgence by the DoT&CA by the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s).

7. We _____ lastly undertake not to
(Indicate the name of the bank)
revoke this guarantee except with the previous consent of the DoT&CA in the writing.

8. This guarantee shall be valid upto _____) unless extended on demand by the DoT&CA. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to ` _____ (Rupees

_____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated _____ day of _____ 20__ for _____
_____ Bank Ltd.

ANNEXURE-XV

UNDERTAKING

(On Company Letterhead / In case of Consortium, On the letter head of the Lead Member / SPV)

To,
The Director,
Department of Tourism & Civil Aviation,
SHIMLA

We agree that:-

1. We shall conduct Operations & Maintenance activity at the Project Site as mandated in Section-7 of this RFP Document for a period of 5 (Five Years).
2. We shall provide Comprehensive Guarantee for all the project components operational at the Project Site as provide in Clause no.7 of this RFP Document.
3. If any external agency is sub-contracted the work pertaining to the Operations & Maintenance activity at the Project Site, then such appointment shall be made only with the consent of DoT&CA, SHIMLA.
4. We shall ensure that sufficient stocks of critical spares of the hardware /equipment shall be maintained by us on site. At the end of Operations & Maintenance period if the O&M contract is not renewed we assure to supply the critical spares to DoT&CA at the mutually agreed cost.
5. We have full fledge office / shall establish our full-fledged office in Shimla

Date_____

Place_____

Signature & Seal of Bidder

ANNEXURE-XVI

BIDDER'S ORGANIZATION AND EXPERIENCE

A - Bidder's Organization

Date of Incorporation & Place -

Ownership -

Clientele-

Awards & Recognition-

Social Channels-

Turnover - Average of last 03 years

Sr. No.	Financial Year	Revenue (in INR Crores)	Assets in Crores	Liability in Crores	Net worth
1	2015-16				
2	2016-17				
3	2017-18				
Average Turnover					

B - Bidder's Experience

1. Firm's name:

Project details of event of more than 3.5 Crores (To be given separately for each project)

1	Assignment/Job Name	
1.1	Description of Project	
1.2	Approx. Value of the contract	
1.3	Country	
1.4	Location within country	
1.5	Duration of Assignment/job (months)	
1.6	Name of Authority	
1.7	Address	
1.8	Total No. of staff-months of the assignment/job	
1.9	Approx. value of the	

	assignment/job provided by your firm under the contract (in Rupees)	
1.10	Start Date (month/year)	
1.11	Completion Date (month/year)	
1.12	Name of associated bidders - if any	
1.13	No. of professional staff provided bidders	
1.14	Name of senior professional staff of your firm involved and functions performed	
1.15	Description of actual assignment/job provided by your staff within the assignment/job	

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

ANNEXURE-XVII

TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS

Sr. No.	Name of Staff	Area of Expertise	Position/Task assigned for this job
1			
2			
3			
4			
5			
6			
7			
8			

ANNEXURE-XVIII
E. Work Plan

S.N.	Activity	Start Date	Total Days

ANNEXURE-XIX

UNDERTAKING

(On Company Letterhead / In case of Consortium, On the letter head of the Lead Member / SPV)

To,
The Director,
Department of Tourism & Civil Aviation,
SHIMLA

We certify that:-

- i. I/We are member of the Consortium/Joint Venture, which has submitted the RFP for Design & Installation of WOW Show at Town Square, Mall Road situated in SHIMLA, Himachal Pradesh including Operation& Maintenance for five years.
- ii. On the date of the Bid, more than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital our company/firm is held by persons resident outside India and/or company/firm is controlled by persons resident outside India;
- iii. I/We hereby confirm that I/we have been working in India for past 3 (three) years or more and I/we have all the permissions required under the prevailing relevant laws, acts, rules & regulations of the Government of India and the Governments at State. In support of which, I/we have attached here with our copies of our Income Tax Returns submitted to the Income Tax Department of last three years.
- iv. That the decision of DoT&CA, SHIMLA Management will be undisputable in accepting a rejection of my / our offer.

Date_____

Place_____

Signature & Seal of Bidder

ANNEXURE-XX

Bid Capacity Table

Sr. No.	Year	Cost of Work	Updated Cost

Date _____

Place _____

Signature & Seal of Bidder

ANNEXURE-XXI

DETAILED LIST OF WORK IN HAND AND WORK TENERED FOR AS ON DATE OF SUBMISSION OF BID

NAME OF BIDDER: - _____

NAME OF WORK : - Design & Installation of WOW Show at Town Square Mall Road,
situated in SHIMLA, Himachal Pradesh

WORKS IN HAND									
Sr. No.	Name of work	Agreement No.	Tendered amount	Date of commencement	Stipulated date of completion	Value of work already done	Value of balance work	Probable Date of completion	Remarks
1	2	3	4	5	6	7	8	9	10

WORKS TENDERED FOR						
Sr. No.	Name of work	Name and address of client	Tendered amount	Time limit	Probable Date when decision is expected	Other Relevant details if any
1	2	3	4	5	6	7

Contractors :- _____

Name :- _____

Address :- _____