Tamil Nadu Tourism Development Corporation Ltd. (TTDC)

National Competitive Bidding (NCB) for Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning the advance visual projection mapping with animation technology and audio synchronized with show lighting with 5 years of Operation and Maintenance at the Shore Temple, Mahabalipuram, Tamil Nadu

Volume 1 - Technical Bid

Issued on: ________________

Invitation for Bids No.: ________________

Estimated Project Cost (Excluding GST): Rs. 10 Cr.

Employer

The Managing Director,
Tamil Nadu Tourism Development Corporation Limited,
Tamil Nadu Tourism Complex,
2Wallajah Road,
Chennai – 600 002, Tamil Nadu

Telephone: +914425333851-85 Email: pe.ttdc@gmail.com
The Managing Director on behalf of
Tamil Nadu Tourism Development Corporation Ltd.,
invitestender for the work detailed in table below.

<table>
<thead>
<tr>
<th>Country</th>
<th>India – State of Tamil Nadu</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Name</strong></td>
<td>Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning the advance visual projection mapping with animation technology and audio synchronized with show lighting with 5 years of Operation and Maintenance at the Shore Temple, Mahabalipuram, Tamil Nadu</td>
</tr>
<tr>
<td><strong>Purpose of the current Public Procurement Process</strong></td>
<td>Selection of Contractor for Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning the advance visual projection mapping with animation technology and audio synchronized with show lighting with 5 years of Operation and Maintenance at the Shore Temple, Mahabalipuram, Tamil Nadu</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of work</th>
<th>Earnest Money Deposit (in Rs.)</th>
<th>Cost of Tender Document (in Rs.)</th>
<th>Period of Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning the advance visual projection mapping with animation technology and audio synchronized with show lighting with 5 years of Operation and Maintenance at the Shore Temple, Mahabalipuram, Tamil Nadu</td>
<td>Rs. 10,00,000/- (Rupees Ten Lakhs)</td>
<td>Rs. 15,000/- (Rupees Fifteen Thousand only plus 18% GST)</td>
<td>24 weeks</td>
</tr>
</tbody>
</table>

2 Date & Time for application for issue of Tender form
   i) Last date and time of receipt of online application is on or before 10.02.2020 up to 5.00pm.
   ii) Last date and time for online issue of tender document is on 10.02.2020 up to 5.00 pm.

3 Time/Date of receipt/opening of tender
   i) Pre-bid conference shall be held in the Board Room, TTDCTamil Nadu, on 29.01.2020 at 3.00 pm.
   ii) Last date and time for submission of eligibility / tender documents along with EMD on 11.02.2020 up to 3.00 pm.
   Opening of eligibility documents on 11.02.2020 up to 3.30 pm.
   iii) Date and time of technical presentation and opening of financial bids will be intimated later.

Sd/-
The Managing Director,
Tamil Nadu Tourism Development Corporation
Tourism Complex,
Wallajah Road, Chennai
Tamil Nadu600 002, India
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DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to the Applicant(s), whether verbally or in documentary or any other form by or on behalf of Tamil Nadu Tourism Development Corporation Ltd. (“TTDC” or the “Authority”) or any of its employees or advisors, is provided to the Applicant(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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

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

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

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

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

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

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.
1. Section-1: Letter of Invitation

Date: __________

To,

Name of the Applicant,
Address of the Applicant

Subject: Selection of Contractor for Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning the advance visual projection mapping with animation technology and audio synchronized with show lighting with 5 years of Operation and Maintenance at the Shore Temple, Mahabalipuram, Tamil Nadu

Tamil Nadu Tourism Development Corporation Ltd. has decided to develop Son-et-Lumiere (sound and light show) in the Shore Temple, Mahabalipuram for the following reasons:

- Site has ample amount of space with lush greenery and a serene environment against the backdrop of the soothing sound of sea waves. It is situated on the shore and attracts good footfall both from domestic and foreign tourists.
- Availability of space for expansion - The entire site including the lawns and gardens is fairly large for any future expansion requirements.
- Potential location for water sports related activities - Integrated development of the area will attract substantial tourist footfall.
- Existing tourist amenities - Site has an Interpretation centre, book stall, souvenir shop, food shops and toilets.
- Tourist attractions – The site is about an hour from Chennai and close to multiple monuments in Mahabalipuram making it ideal for the development of Sound and Light show.
- The site has a diverse history in Indian culture.

Proposed Son-et-Lumiere

The Sound and Light show proposed will include a projection, audio and lighting based live show based on recorded narration to catch the imagination of the audience. The audience will be seated in a Gallery / Open Air Theatre (amphitheatre). The form of Son-et-Lumiere proposed uses a multimedia system with projectors casting dynamic images on vertical walls along with high power outdoor sound system for sound effects and RGBW lighting to keep the site’s environment in sync with the show.

Key considerations:

- At the site, the location of the speakers is such that it faces the audience and is directed away from the structure. Therefore, the space of the sound and light show should be an open space.
- Distance from the proposed seating gallery to the main monument to be planned appropriately. The area selected must hence be spacious enough to accommodate the planned number of audience comfortably.

A Single Stage “Two Envelope” bidding process is being followed for determining the Successful Applicant, wherein the proposals are being invited from the Applicants on the basis of their qualification as detailed out in the Request for Proposal document being followed for this bidding process. The Applicants shall submit their detailed technical and financial proposals and qualify for undertaking the Project as set out in this RFP document. This RFP document contains information about the Project, bidding process, proposal submission, qualification criteria, evaluation process and financial proposal requirement.
Applicants would be required to submit their technical and financial proposals as per format given in Section 4 & Section 5 of this document. The Technical Proposal will be examined for substantive compliance or responsiveness to the Proposal requirements. The Client would evaluate the Technical Proposals as per the evaluation criteria mentioned in Clause 3.1 Section 3 of the RFP Document. Only those Applicants, whose Technical Proposals are adjudged responsive, and qualify the technical evaluation as per the terms of the RFP, would be nominated as qualified Applicants for the purpose of opening of financial proposals and their evaluation.

The completed proposals should be submitted on or before the Proposal Due Date as specified in Proposal Data Sheet, in the manner specified in the RFP document to the under mentioned official. The Client shall not be responsible for any delay in receiving the proposal and reserves the right to reject any or all Proposals without assigning any reason thereof.

Sd/-
The Managing Director,
Tamil Nadu Tourism Development Corporation
Tourism Complex,
2 Wallajah Road, Chennai
Tamil Nadu 600 002, India
2. Section-2: Instructions to Applicants

2.1. Definitions

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
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<tbody>
<tr>
<td>Applicant/Bidder</td>
<td>means any person or entity who may be selected as the Contractor for Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning of the advance visual projection mapping show with animation technology and audio synchronized with show lighting with 5 years of Operation and Maintenance at the Shore Temple, Mahabalipuram, Tamil Nadu through TTDC under the Contract independently or as a part of consortium.</td>
</tr>
<tr>
<td>Application/ Bid</td>
<td>Response to this RFP with all necessary documents as specified.</td>
</tr>
<tr>
<td>Assignment</td>
<td>Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning of the advance visual projection mapping show with animation technology and audio synchronized with show lighting with 5 years of Operation and Maintenance at the Shore Temple, Mahabalipuram, Tamil Nadu.</td>
</tr>
<tr>
<td>Turnkey Basis</td>
<td>means permanent installations requiring design, supply, installation, commissioning, operations and maintenance including all civil electrical work and the requisite manpower for the assignment.</td>
</tr>
<tr>
<td>Contract</td>
<td>means the Contract signed by the Parties to which the General Conditions (GC) are attached as provided in Section 7 of this RFP document.</td>
</tr>
<tr>
<td>Data Sheet</td>
<td>means such part of the Instructions to Applicants used to reflect specific country and assignment conditions.</td>
</tr>
<tr>
<td>Day</td>
<td>means calendar day</td>
</tr>
<tr>
<td>Government</td>
<td>means the Government of Tamil Nadu, India.</td>
</tr>
<tr>
<td>TTDC</td>
<td>Tamil Nadu Tourism Development Corporation Ltd.</td>
</tr>
<tr>
<td>LOI (Section 1 of RFP)</td>
<td>means the Letter of Invitation being sent by TTDC to the Applicant</td>
</tr>
<tr>
<td>Instructions Applicant (Section 2 of RFP)</td>
<td>means the document which provides Applicant with all information needed to prepare their Proposals</td>
</tr>
<tr>
<td>Personnel</td>
<td>means Professionals and support staff to be provided by the Applicant or by any Subcontractor and assigned to perform the works or any part thereof; “Foreign personnel” means such Professionals and support staff who, as on proposal due date had their domicile outside the employer’s country; “Local Personnel” means such Professionals and support staff who as on proposal due date had their domicile inside the employer’s country.</td>
</tr>
<tr>
<td>Project</td>
<td>means Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning of the advance visual projection mapping show with animation technology and audio synchronized with show lighting with 5 years of Operation and Maintenance at the Shore Temple, Mahabalipuram, Tamil Nadu as detailed out in this RFP document.</td>
</tr>
<tr>
<td>Public Procurement Process</td>
<td>means the process for the Selection of a Contractor for the Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning the advance visual projection mapping with animation technology and audio synchronized with show lighting with 5 years of Operation and Maintenance at the Shore Temple, Mahabalipuram, Tamil Nadu</td>
</tr>
</tbody>
</table>
RFP: means this Request For Proposal document prepared by the TTDC for the selection of Applicant for the Assignment.

Works: means what is required to be provided by the selected Applicant as per Terms of Reference (Section 6 of the RFP).

Sub-Contractor: means any person or entity with whom the Applicant sub-contracts any part of the Assignment.

Terms of Reference: (TOR) means the works described in Section 6 of this RFP document which explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of TTDC and the selected Applicant and expected results and deliverables of the assignment.

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

2.2. Background

This Request for Proposal (RFP) document is for selection of Contractor for Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning the advance visual projection mapping with animation technology and audio synchronized with show lighting with 5 years of Operation and Maintenance at the Shore Temple, Mahabalipuram, Tamil Nadu showcasing spiritual, historical, peaceful and harmonious background of the place in the history of India and at a place that attracts tourism. The project is described hereunder:

2.2.1. TTDC has adopted a single stage two envelope competitive bid process (collectively called as the “Bidding Process”) for selection of the Applicant for award of the Project. It involves: Pre-Qualification cum Tender is invited for Implementation the advance visual projection mapping with animation technology and audio synchronized with show lighting with 5 years of Operation and Maintenance at the Shore Temple, Mahabalipuram, Tamil Nadu on turnkey basis from Companies based on the competitive and quality based offers in Two part Quality and Cost Based System i.e. Part No.1: Pre-qualification and Technical bid (Technical Documents), Part No. 2: Financial bid.

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

2.2.2. This RFP is being issued to the Applicants who have sought to obtain the RFP pursuant to the publication of NIT in newspapers.

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

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

2.2.5. Proposed Timelines

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particulars</th>
<th>Date and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Issue the RFP to the Applicants</td>
<td>11.01.2020</td>
</tr>
<tr>
<td>2</td>
<td>Pre Proposal Conference</td>
<td>29.01.2020</td>
</tr>
<tr>
<td>3</td>
<td>Submission of the Technical and Financial Proposals</td>
<td>11.02.2020 3pm</td>
</tr>
<tr>
<td>4</td>
<td>Opening of the Technical Proposals</td>
<td>11.02.2020 3.30pm</td>
</tr>
<tr>
<td>5</td>
<td>Presentation by Applicants</td>
<td>18.02.2020</td>
</tr>
<tr>
<td>6</td>
<td>Opening of Financial Proposal of the Technically qualified Applicants</td>
<td>21.02.2020</td>
</tr>
<tr>
<td>7</td>
<td>Issue of Notice of Award</td>
<td>26.02.2020</td>
</tr>
</tbody>
</table>

2.2.6. Cost of the Proposal

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

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

2.2.8. Currency conversion rate and payment - Not applicable

2.2.9. Scope of Proposal

Detailed description of the objectives, scope of works, deliverables and other requirements relating to this Assignment are specified in this RFP document. An Applicant may participate in the Public Procurement Process either individually (the “Sole Firm”) or as consortium of firms (the “Consortium”) in response to this RFP. The term applicant (the “Applicant”) means the Sole Firm or The Consortium represented by the Lead Member of the Consortium, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.2.10. Applicants are advised that the selection shall be on the basis of an evaluation by the TTDC through the Public Procurement Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Public Procurement Process will be given and that the TTDC’s decisions are without any right of appeal whatsoever.

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

2.3. Conflict of Interest

2.3.1. TTDC policy requires Applicant to provide professional, objective, and impartial advice services and at all times hold the TTDC’s interests paramount, strictly avoid conflicts with
other assignments or their own corporate interests and act without any consideration for future work.

2.3.2. Without limitation on the generality of the foregoing, Applicants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

a. An Applicant (including its Personnel and Sub Contractors) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Applicant for the same or for another Client.

b. The Applicant shall be aware of its obligations under the Contract to

i. Notify TTDC of any Personnel (including Sub Contractor’s Personnel) assigned to provide the Services under the Contract who is a former TTDC staff member and to warrant that the said former TTDC staff member is not subject to any work restrictions by virtue of such former employment with TTDC. For purposes of this clause, TTDC staff members are defined as current and retired TTDC employees, and individuals that have worked for the TTDC any time in the past.

ii. Use its best efforts not to assign any personnel (including Sub Contractor’s Personnel) to the Contract who are relatives of current TTDC staff, and in the event that TTDC or Applicant discovers that any Personnel is a close relative of a current TTDC staff member, to promptly replace the said Personnel at no cost to TTDC with an individual having equivalent skill sets, if not better. For the purpose of this clause a relative is defined as: father, mother, brother, sister, son, daughter, husband, wife, aunt, uncle, nephew and niece.

iii. Confirm, at the time of signing the Contract, that the Applicant is not knowingly advising any “outside party,” defined to mean an individual or firm (A) with which TTDC is engaged in a formal dispute (i.e., the outside Party is suing or has been sued by the TTDC), (B) who is being investigated by the TTDC for fraud or corruption, or is ineligible to be awarded a TTDC - financed contract because of fraud or corruption, or (C) whose complaint against a procurement decision is under review by TTDC.

c. Applicants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve in the best interest of the TTDC, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Applicant or the termination of its Contract.

d. No agency or current employees of TTDC shall work as Applicants under their own departments or agencies. Recruiting former government employees or TTDC retired officers to work for TTDC is acceptable provided no conflict of interest exists. When the Applicant nominates any government employee as Personnel in their Technical Proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to TTDC by the Applicant as part of its Technical Proposal.

2.4. Fraud & Corruption

2.4.1. TTDC requires that all Applicants participating in this Project adhere to the highest ethical standards, both during the Public Procurement Process and throughout the execution of a Contract. In pursuance of this policy, TTDC defines, for the purpose of this paragraph, the terms set forth below as follows:

a. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value (whether in cash or kind) to influence the action of TTDC official in the Public Procurement Process or in Contract execution.

b. “fraudulent practice” means a misrepresentation or omission of facts in order to influence the Public Procurement process or the execution of a Contract.
c. “collusive practices” means a scheme or arrangement between two or more Applicants with or without the knowledge of the TTDC, designed to establish prices at artificial, noncompetitive levels.

d. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

2.4.2. TTDC will reject a proposal for award if it comes to know that the Applicant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

2.4.3. TTDC will terminate the Contract, if it determines at any time that representatives of the applicant were engaged in corrupt, fraudulent, collusive or coercive practices during the Public Procurement process or the execution of the Contract.

2.4.4. TTDC will sanction the Applicant, including declaring the Applicant as ineligible, either indefinitely or for a stated period of time, to be awarded a TTDC Contract if at any time it determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a TTDC contract.

2.4.5. TTDC will have the right to require that, in Contracts financed by the TTDC, a provision be included requiring Applicant to permit TTDC to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and have them audited by auditors appointed by the TTDC.

2.4.6. No Applicant, its Sub-Contractor(s), or associate(s) shall be under a declaration of ineligibility for corrupt and fraudulent practices issued by the TTDC in accordance with Clause 2.4.1 above. Furthermore, the Applicant shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

2.5. Commission and Gratuities

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

2.6. Origin of Applicant Firm

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

2.7. Only one proposal

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

2.8. Proposal Validity

The Data Sheet indicates how long Applicant’s Proposal must remain valid after the submission date. During this period, Applicants shall maintain the availability of Professional staff nominated in the Proposal. TTDC will make its best effort to complete negotiations within this period.
Should the need arise, TTDC may request Applicants to extend the validity period of their Proposals. Applicants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Applicants could submit new staff in replacement, which would be considered in the final evaluation for contract award. Applicants who do not agree, have the right to refuse to extend the validity of their Proposals and in such cases, their proposals would be liable for rejection by TTDC.

2.9. Minimum Eligibility of Applicants

2.9.1. Technical Criteria:

2.9.1.1. The bidder can be single firm / consortium. The bidder should submit valid incorporation/registration certificate of the firm, PAN Card and GST registration certificate.

2.9.1.2. Bidders should have an office in Tamil Nadu and must be familiar with the nativity/cultural/social likes and dislikes, beliefs; as the idea of the custom video content will highlight the history, culture and tradition of Tamil Nadu with its periodical events/incidents of Tamil Nadu along with its rich heritage, art and cultural values of Tamil Nadu. (Company profile to be submitted to justify their competence in the above field).

2.9.1.3. The bidder should have satisfactorily completed, at least two similar works of equal in value of 5 Cr. or 50% (fifty percent) of the estimated cost of work for which the bid is invited and above in the last three years preceding the date of the issue of this RFP.

2.9.1.4. Similar work means installations requiring design, supply, installation, commissioning for sound & light / multimedia shows with animation technology for places and buildings of heritage and cultural importance where the applicant has provided installations of audio, video and lighting systems installed in creative themes carried out either directly or as a member of consortium. Simple video projections for flat surfaces or water screens will not be considered in the category of similar works.

2.9.1.5. The applicant should have employed on a permanent basis minimum 20 (twenty) numbers of competent personnel available for the project such as Creative Directors, Visual Designers, Audio Composers, Graphic Designers, Writers, 2D/3D Animation Artists, Digital 2D Compositors, Technical Directors, Projection Mapping Artists, Hardware and Software Engineers.

2.9.2. Financial Criteria:

2.9.2.1. For the three financial years ending 31st March, 2019, the Bidder should have minimum average annual financial turnover of 20 Cr (Excluding GST).

2.9.2.2. Audited balance sheet and Profit & Loss accounts certified by the Chartered Accountant shall be produced along with turn over certificate.

2.10. Participation in Consortium
2.10.1. Number of members in a consortium should be limited to 3(Three);

2.10.2. The Proposal should include a description of the roles and responsibilities of individual members of the consortium.

2.10.3. Members of the consortium shall nominate one member as the Lead Member. The lead member of the consortium shall be required to meet the minimum Financial criteria specified at Clause 2.9.2

2.10.4. Members of the consortium shall enter into Memorandum of Understanding (MOU) with each other for providing services in this Project.

2.11. Pre-proposal Conference & Due Diligence

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

2.12. Site Visit & Verification of Information

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

2.13. Clarification and amendment of RFP documents

a. Applicants may request clarifications regarding any provision of this RFP document up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the TTDC’s address indicated in the Data Sheet. TTDC will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Applicants. Should TTDC deem it necessary to amend the RFP document as a result of a clarification, it shall do so by following the following procedure.

b. At any time before the submission of Proposals, TTDC may amend the RFP document by issuing an addendum in writing or by standard electronic means. The addendum shall be published on the Tender website.

2.14. Earnest Money Deposit

The applicants should submit an EMD of Rs. 10,00,000 (Rupees Ten Lakhs only) to be paid in form of Demand Draft in Favor of Tamil Nadu Tourism Development Corporation Ltd.

On successful empanelment of the applicant, the said EMD will be adjusted with the Performance Security deposit with the TTDC during the execution period. In case of non-selection of any applicants, the said EMD will be refunded to such applicants not later than 90 days from issue of Letter of Award to successful bidder.
2.15. Preparation of Proposal

The Proposal as well as all related correspondence exchanged by the Applicant and TTDC, shall be written in English. While preparing their Technical Proposal, Applicants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.16. Technical Proposal Format and Content

a. Tender submission shall be strictly as per e-tender norms of the Government of Tamil Nadu. Applicants are required to submit a Full Technical Proposal (FTP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed nonresponsive. The Technical Proposal shall provide the information indicated in the following Cl. from (a) to (f) using the attached Standard Forms (Section 4) on a page. A page is considered to be one printed side of A4 or letter size paper.

i. A brief description of the Applicant’s organization and an outline of recent experience of the Applicant and, in the case of consortium, for each partner, assignments of a similar nature is required in Form TECH-2 of Section 4. For each assignment, the outline should indicate the names of Sub-Contractors/ Professional staff who participated, duration of the assignment, contract amount, and Applicant’s involvement. Information should be provided only for those assignments for which the Applicant was legally contracted by the client. Assignments completed by individual Professional staff working privately or through other Applicant firms cannot be claimed as the experience of the Applicant, or that of the Applicants associates, but can be claimed by the Professional staff themselves in their CVs. Applicants should be prepared to substantiate the claimed experience if so requested by TTDC.

ii. Details of concept and description of work methodology/ work plan by which the bidder proposes to execute the work in Form Tech-4 including:

- Proposed Technologies/equipment for all the components of the project
- Project layout plan
  - General layout plan for the entire area.
  - Site utilization plan for the entire area along with proposed area for each project component.
- Components and Design plan
  - Components proposed
  - Capacity of each of the components.
  - Design features, specifications and drawings including capacity details.
  - Pictorial formations show themes and elevations.
- Technology features of Equipment Required.
  - Electrical and Mechanical systems.
  - Comprehensive Technology features with upgradability and flexibility.
  - Safety Measures and fire-alarm system.
  - Communication systems.
Proposed Management and Technical Team.

- Management team during construction and operations.
- People consisting of the management team.
- Their capability and management expertise.
- Technical Team during construction and operations.
- Equipment and machinery supplier.
- Other personnel involved.
- A project completion schedule.

iii. Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the TTDC (Form TECH-3 of Section 4)

iv. CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 4)

b. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared as non-responsive.

2.17. Financial Proposal

2.17.1. Detailed Price bid should be placed in separate sealed envelope as per Form FIN-1.

2.17.2. TTDC shall not allow payment of any commissions and gratuities under this assignment.

2.17.3. While submitting the Financial Proposal, the Applicants shall ensure the following:
   a. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and resident, in the field, home office etc), printing of documents, surveys etc.
   b. The financial quote indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding.
   c. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
   d. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

2.17.4. Government of India has notified vide Notification No. 20/2017 – Central Tax (Rate), dated 22nd August, 2017 and Notification No. 24/2017 Central Tax (Rate), dated 21st September, 2017, the concessional rate of the Goods and Services Tax (GST) is leviable for any Government Contract, whether Civil or Electrical, irrespective of the Goods and Services Tax (GST) rate applicable on purchase of goods used in the execution of Government Contract

2.17.5. Goods and Services Tax (GST) Registration and addition of GST in bills:
   “The Bidder should be required to indicate their GST registration number under the Goods and Services Tax (GST) Act 2017 in the tender form. The Central Goods and Services Tax (CGST) Act 2017, the Integrated Goods and Services (IGST) Act 2017 and the Tamil Nadu Goods and Services (TNGST) Act 2017 have been enacted and enforced from 01.07.2017. Under the new tax regime, GST (comprising CGST, SGST and IGST) as per the Tamil Nadu Goods and Services (TNGST) Act 2017, with effect from 01.07.2017.”
2.17.6. For every Bill, GST (18% as applicable for comprehensive contract) will be paid to the Bidder by the Employer. After the payments including GST, the Bidder should pay the GST Amount to Government through his GST Registration No. However the employer will deduct at the rate of 2% of value of work done towards GST as TDS for each bill payment including the final bill if the bill value exceeds Rs.2.50 Lakhs and will be credited in the GST registration number of the bidder.

2.18. Sealing and Marking of Proposal

2.18.1. Tender submission shall be strictly tender norms of the Government of Tamil Nadu. The bidder should duly submit the required documents along with supporting documents. The hard copy of the technical documents and bid is to be submitted in sealed envelope and superscribed “Response to Response for Proposal for Selection of Contractor for Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning of the Sound & Light, Multimedia show at the Shore Temple, Mahabalipuram, Tamil Nadu” the top right hand corner and addressed to: The Managing Director, Tamil Nadu Tourism Development Corporation Ltd., Tamil Nadu. The bidders should not submit hard copy of their financial bid.

2.18.2. The Applicants shall prepare and submit:

2.18.2.1. 1 (one) Technical Proposal duly marking “Original” and shall be labeled as: TECHNICAL PROPOSAL for “Selection of Contractor for Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning the advance visual projection mapping with animation technology and audio synchronized with show lighting with 5 years of Operation and Maintenance at the Shore Temple, Mahabalipuram, Tamil Nadu”. Contents of Envelope shall be as follows:

2.18.2.1.1. Form TECH-1. Technical Proposal Submission Form  
2.18.2.1.2. Form TECH-2. Applicant’s Organization and Experience  
2.18.2.1.3. Form TCH-3. Comments and Suggestions on the Terms of Reference  
2.18.2.1.4. Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment  
2.18.2.1.5. Form TECH-5. Key Personnel and Task Assignments  
2.18.2.1.6. Form TECH-6. Curriculum Vitae (CV) for Proposed Professional Staff  
2.18.2.1.7. Form TECH-7. Work Schedule  
2.18.2.1.8. Form TECH-8. Format for Power of Attorney for Lead member of Consortium/ JV  
2.18.2.1.9. Form TECH-9: Format for Power of Attorney for Authorized Signatory  
2.18.2.1.10. Form TECH-10: Format for the MOU of the Consortium.  
2.18.2.1.11. Form TECH-11: Detailed unpriced Bill of Quantity (BOQ) along with all complete technical details of fixtures including brands, model numbers, power ratings, weather ratings etc. Price bid should be placed in separate sealed envelope.
2.18.2.2. One (1) Financial Bid duly marking “Original” and shall be labeled as: FINANCIAL PROPOSAL for “Selection of Contractor for Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning the advance visual projection mapping with animation technology and audio synchronized with show lighting with 5 years of Operation and Maintenance at the Shore Temple, Mahabalipuram, Tamil Nadu”. Contents of Envelope shall be as follows:

2.18.2.2.1. Form FIN-1. Financial Bid with lump sum price excluding GST.

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

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

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

2.19. Proposal Evaluation

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

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

2.19.3. Technical evaluation will also take into account presentations given by the Applicants on their technical proposal. The applicant has the liberty to conceive the project at their own ideas, keeping in mind that shall match with the international standard. They must visit the site before the presentation. The presentation has to be supported with simulated visuals or at least 90 seconds in duration which will be evaluated by a constituted committee.

2.19.4. Public Opening and Evaluation of Financial Proposals: After the technical evaluation is completed, TTDC shall inform the Applicants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Applicants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP document. TTDC shall simultaneously notify in writing Applicants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Applicants sufficient time to make arrangements for attending the opening. However, Applicant’s attendance at the opening of Financial Proposals is optional.

2.19.5. Financial Proposals shall be opened publicly in the presence of the Applicant’s representatives who choose to attend. TTDC shall prepare a record of the public opening of Financial Proposals.
2.19.6. Public Procurement process to be followed is two bid system – technical evaluation followed by financial bid opening. TTDC will constitute an evaluation committee which wills shortlist proposals based on a marking system mentioned in this RFP. The financial bids of only these bidders will be opened. The bidder quoting the lowest price among these shortlisted proposals will be declared as selected bidder. TTDC may invite the selected bidder for negotiations.

2.20. Negotiation

2.20.1. Negotiations will be held at the address indicated in the Data Sheet. The invited applicant will, as a pre-requisite for attendance at the negotiations, confirm availability of all professional staff. Failure in satisfying such requirements may result in TTDC proceeding to negotiate with the next-ranked applicant. Representatives conducting negotiations on behalf of the Applicant must have written authority to negotiate and conclude a Contract.

2.20.2. Technical Negotiations: Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Applicant to improve the Terms of Reference. TTDC and the Applicant will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from TTDC to ensure satisfactory Installation, Commissioning of the assignment. TTDC shall prepare minutes of negotiations which will be signed by TTDC and the selected Applicant.

2.20.3. Availability of professional staff / experts: Having selected the Applicant on the basis of, among other things including an evaluation of proposed Professional staff, TTDC will require assurances that the professional staff will be actually available for the execution of the Project. TTDC will not consider any substitutions of key professional staff during contract negotiations unless both parties agree that undue delay in the Public Procurement process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that professional staff were offered in the proposal without confirming their availability, the selected Applicant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Applicant within the period of time specified in the letter of invitation to negotiate.

2.20.4. Conclusion of the negotiations: Negotiations will conclude with a review of the draft Contract. To complete negotiations TTDC and the selected Applicant will initial the agreed Contract. If negotiations fail, TTDC will invite the Applicant whose Proposal received the second highest score to negotiate a contract or to cancel the bidding process at any stage.

2.21. Award of Contract

2.21.1. After completing the negotiations, TTDC shall award the Contract to the selected Applicant. The Notice of Award shall be given to the Applicant who shall score the highest during the evaluation of the proposal. The representative of the Applicant may choose to be present during the issuance of the Notice of Award.

2.21.2. If the selected Applicant fails to execute a contract with the Client within 30 business days from the Notice of Award, the Client may elect to cancel the selection and award to the next highest ranking Applicant.

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

2.21.4. The selected Applicant is expected to commence work as soon as the contract has been signed.
2.22. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the TTDC in relation to matters arising out of, or concerning the Public Procurement Process. The TTDC shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The TTDC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the TTDC or as may be required by law or in connection with any legal process.
### Section-3: Data Sheet

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Clause / reference</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2.2.4., 2.20.1.</td>
<td>The name of TTDC’s officials: The Managing Director, Tamil Nadu Tourism Development Corporation Tourism Complex, 2 Wallajah Road, Tamil Nadu 600 002, India</td>
</tr>
<tr>
<td>2</td>
<td>2.2.4.</td>
<td>The TTDC will provide the following inputs and facilities: (1) Area earmarked by the TTDC for the Assignment (2) Permissions for access to the site and installation of sound and light show (3) Memorial Concept Paper (4) Broad details of the proposed project as conceived by the TTDC</td>
</tr>
<tr>
<td>3</td>
<td>2.2.7</td>
<td>Proposals must remain valid for 180 (One Hundred &amp; Eighty) days after the submission date</td>
</tr>
<tr>
<td>4</td>
<td>2.13.(a)</td>
<td>Clarifications may be requested not later than 2 days before the Pre Proposal Conference. The address for requesting clarifications is: Tamil Nadu Tourism Development Corporation (TTDC) Ltd. 2 Wallajah Road, Tamil Nadu - 600 002, India</td>
</tr>
<tr>
<td>5</td>
<td>2.18.2, 2.18.3</td>
<td>The Proposal submission address is: The Managing Director, Tamil Nadu Tourism Development Corporation Tourism Complex, 2 Wallajah Road, Tamil Nadu 600 002, India</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>The proposal submission date as per NIT.</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>Performance Bank Gurantee The Successful Applicant shall furnish Performance Security equivalent to 5% of the lumpsum bid proposed for the tender in the form of Bank Guarantee from a Nationalized bank/scheduled bank in favour of “Tamil Nadu Tourism Development Corporation Ltd.” payable at Tamil Nadu.</td>
</tr>
</tbody>
</table>

### 3.1. Evaluation Criteria

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

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

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

<table>
<thead>
<tr>
<th>S.No</th>
<th>Designation</th>
<th>Role</th>
</tr>
</thead>
</table>
| 1    | Team leader / project head   | • Coordinate the inputs of his Project Team towards successful delivery of the Project.  
|      |                              | • Participate in discussions with the Client on regular basis.  
|      |                              | • Communicate the progress and constraints, if any, to the Client for resolution of issues.  
|      |                              | • Ensure timely delivery of the deliverables under this Project.                                                                 |
| 2    | Script/ content writer / director | • Responsible for timely delivery of Conceptual and narration of the Project.  
|      |                              | • Act as the creative lead on the project  
|      |                              | • Responsible for firming up the creation of story line, theme, editorial and all creative supervision   |
| 3    | animation/ 2D-3D Content Specialist | • Responsible for undertaking 3D Mapping Projection Show & Visual Design of the Content  
|      |                              | • Responsible for all animation and post production  
|      |                              | • Responsible for trial runs and the installation and commissioning of the Sound & Light show |
| 4    | Lighting Specialist          | • Responsible for timely delivery of Conceptual and Technical Design of the Project.  
|      |                              | • Responsible for firming up the Technical Specifications & Cost  
|      |                              | • Responsible for Installation and Commissioning of the system |
| 5    | Sound Specialist             | • Responsible for timely delivery of Conceptual and Technical Design of the Project.  
|      |                              | • Responsible for firming up the Technical Specifications  
|      |                              | • Responsible for Installation and Commissioning of the system |
| 6    | 3D Mapping Specialist        | • Responsible for setting the multi projector environment on site and blending all projectors to form a single image  
|      |                              | • Responsible for synchronizing light and sound effects to the show  
|      |                              | • Responsible for the final programming of the show |

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

<table>
<thead>
<tr>
<th>S.No</th>
<th>Designation</th>
<th>Minimum Professional Experience</th>
<th>Experience in Projects</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Team Leader / Project Head</td>
<td>10 (Years) After Bachelors Degree</td>
<td>Should have lead the team in at least one such Eligible Assignment (as defined in Clause 3.1.8).</td>
</tr>
<tr>
<td>2</td>
<td>Script/ content writer / director</td>
<td>10 (Years) After Bachelors</td>
<td>Should have undertaken similar script / content writing by an eminent.</td>
</tr>
</tbody>
</table>
The Applicant shall enclose with its Proposal, certificate(s) from its statutory auditors stating its average annual turnover for three Financial Years prior to the Proposal Due Date. The Balance Sheets for the three continuous financial years submitted as a part of the proposal should be audited/ certified by the statutory auditor of the Applicant or by any practicing Chartered Accountant.

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

If it is established that the Applicant has produced certificates which are not correct and valid and the Applicant has misled the TTDC, TTDC at its discretion reject the proposal submitted by the Applicant and also debar the Applicant from participating in the bidding processes taken up by the TTDC for appointing the Contractor, for a period of three (3) years.

### 3.1.5. Information relating to barring of business by Governmental Organizations

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

### 3.1.6. Past Performance

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

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

<table>
<thead>
<tr>
<th>Item Code</th>
<th>Parameter</th>
<th>Max Marks</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Presentation in front of evaluating committee: TTDC will constitute an evaluation committee consisting of historians, multimedia, audio, visual, lighting, electrical experts, etc. who will evaluate the presentations of the bidders.</td>
<td>50</td>
<td>Applicants have the liberty to conceive the project at their own ideas, keeping in mind it shall match with the international standards without violating the sanctity of the Shore temple, Mahabalipuram, Tamil Nadu. The evaluating committee will give each applicant’s presentation marks based on their proposed concept (10 marks), visual design (10 marks), technical capability (10 marks), efficiency of the proposed layout and the operational aspects of the show (10 marks) and demonstration of their past projection mapping experience (10 marks).</td>
</tr>
<tr>
<td>2</td>
<td>Previous experience of the applicant (In case of a consortium, the experience of all members of the consortium will be considered).</td>
<td>10</td>
<td>The following previous experience of the applicant will be considered for evaluation: Installations requiring design, supply, installation, commissioning for sound &amp; light / multimedia shows with animation technology for places and buildings of heritage and cultural importance where the applicant has provided permanent installations of audio, video and lighting systems installed in creative themes carried out either directly or as a member of consortium.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Previous experience</th>
<th>Marks obtained</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 (two) or more similar works of minimum value of 50% of the estimated cost of work for which the bid is invited.</td>
<td>5</td>
</tr>
<tr>
<td>5 (five) or more similar works of minimum value of 50% of the estimated cost of work for which the bid is invited.</td>
<td>10</td>
</tr>
</tbody>
</table>
The bidder must have a history of having worked with renowned artists and is expected to propose award winning talent for the project from around the country and around the world.

The bidder must propose renowned artists and personalities / celebrities who have won or have been nominated either as individuals or for the project they have delivered for national or international awards in relevant fields of creative direction / voiceover/scriptwriting / music/ sound design / visual design / animation / visual effects / multimedia exhibitions / sound and light shows. Awards that will be considered for evaluation should be in similar to National Award, Filmfare Award, Oscar, BAFTA, Annecy, Cannes, Grammy, Abby or other awards in the creative domains like film / animation / VFX/ advertising / lighting / installation art festivals / multimedia exhibitions / sports from around the world. Copies of granted awards to be attached along with the team member CVs.

<table>
<thead>
<tr>
<th>Number of Award winning Personalities</th>
<th>Marks obtained</th>
</tr>
</thead>
<tbody>
<tr>
<td>If bidder’s proposed team includes two (2) renowned national / international award winning personalities / celebrities.</td>
<td>5</td>
</tr>
<tr>
<td>If bidder’s proposed team includes more than two (2) renowned national / international award winning personalities / celebrities.</td>
<td>10</td>
</tr>
</tbody>
</table>

Minimum number of relevant personnel available for the project (in positions such as Creative Directors, Visual Designers, Audio Composers, Graphic Designers, Script Writers, 2D/3D animation Artists, Digital 2D Compositors, Technical Directors, Projection Mapping Artists, Hardware and Software Engineers.).

The applicant should have a minimum of 20 full time workers either permanently employed or under long term contract for positions that are required for creating high end audio video installations. Qualifying documents of last 6 months continuous work to be provided by the applicant.

<table>
<thead>
<tr>
<th>Number of Personnel</th>
<th>Marks obtained</th>
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</thead>
<tbody>
<tr>
<td>20 and less personnel</td>
<td>0</td>
</tr>
<tr>
<td>21-25 personnel</td>
<td>5</td>
</tr>
<tr>
<td>26-30 personnel</td>
<td>10</td>
</tr>
<tr>
<td>31 and more personnel</td>
<td>15</td>
</tr>
</tbody>
</table>

Years of Operations of the Applicant / one of the members of the

The applicant will be awarded points on the basis of years of operation. Qualifying documents in terms of...
3.1.8. Eligible Assignments

In case the Applicant was a member of the joint venture / consortium, the Applicant should have received minimum 26% or more of the total project fees for each of them to qualify as eligible assignments required evaluation criteria as per clause 3.1.7 – Item 3.

3.1.9. Evaluation of Technical Proposals

Only those proposals which score a minimum of 60 marks out of 100 in the Technical Evaluation shall qualify for next stage of bidding process i.e. opening of Financial Bids. Technical score of other applicants will be calculated as Technical Score (St) = 100 x Tm / T where Tm are the technical marks of proposal under consideration and T the technical marks of the applicant with highest technical marks. The weightage given to the technical score is 70%.

**On site demonstration of the proposed concept to be made by the bidders for evaluation purpose.**

3.1.10. Evaluation of Financial Proposals

At the second stage, the financial evaluation will be carried out as per this clause. For financial evaluation, the financial quote indicated in the Financial Proposal shall be considered to calculate the Financial Score (Sf) = 100 x Fm / F, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration. The weightage given to the financial proposal is 30%.

O&M price has to be quoted for every year of total period of 5 years. The O&M will be calculated as per NPV formula with 10% discounted rate.

3.1.11. Combined and finalevaluation

After determining the financial score, the shortlisted Applicant will be given total score which will be determined asunder;

**Total score = Technical Score (St) * 0.7 + Financial Score (SF) * 0.3**

Proposals of the post qualified Applicant during the process of evaluation of the technical and financial bid will finally be ranked according to the totalscore. The selected Applicant shall be the first ranked Applicant (whose total score as calculated above is the highest). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified hereinabove.
4. SECTION-4: TECHNICAL PROPOSAL

A. FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

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

[Location, Date]

To:
The Managing Director,
Tamil Nadu Tourism Development Corporation
Tourism Complex,
Wallajah Road,
Tamil Nadu 600 002, India

Sub: Selection of Contractor for Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning The advance visual projection mapping with animation technology and audio synchronized with show lighting with 5 years of Operation and Maintenance at the Shore Temple, Mahabalipuram, Tamil Nadu

Dear Sir,

With reference to your Request for Proposal dated _______, I/we, have examined all relevant documents and understood their contents, hereby submits our Technical and Financial Proposal for Selection of Contractor for Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning The advance visual projection mapping with animation technology and audio synchronized with show lighting with 5 years of Operation and Maintenance at the Shore Temple, Tamil Nadu.

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

6. I/We understand that you may cancel the Public Procurement Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Contractor, without incurring any liability to the Applicant in accordance with the RFP document.

7. I/We declare that we are not a Member of any Consortium applying for Selection as Contractor.

8. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory TTDC which would cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.

9. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

10. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.

11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the TTDC [and/ or the Government of India] in connection with the selection of Contractor or in connection with the Public Procurement Process itself in respect of the above mentioned Project.

12. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our proposal is not opened or rejected.

13. I/We agree to keep this offer valid for 180 (One Hundred Eighty Days) days from the Proposal Due Date specified in the RFP.

14. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.

15. In the event of my/our firm/ consortium being selected as the Contractor, I/we agree to enter into an Agreement in accordance with the form which shall be provided by Client. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

16. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the RFP, we shall have no claim, right or title arising out of any documents or information provided to us by the TTDC or in respect of any matter arising out of or concerning or relating to the Public Procurement Process including the award of works.

17. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

18. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours sincerely,

Authorized Signature [In full and initials]: _________

Name and Title of Signatory:

Name of Firm:

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

(in case of a consortium, please provide details of all members of the consortium)

a. Title of Project:
   Selection of Contractor for Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning The advance visual projection mapping with animation technology and audio synchronized with show lighting with 5 years of Operation and Maintenance at the Shore Temple, Mahabalipuram, Tamil Nadu

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

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

*(in case of a consortium, please provide details of all members of the consortium)*

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Financial year</th>
<th>Annual Turnover</th>
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<tbody>
<tr>
<td>1</td>
<td>2018-19</td>
<td></td>
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<tr>
<td>2</td>
<td>2017-18</td>
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<tr>
<td>3</td>
<td>2016-17</td>
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</table>

**Certificate from the Statutory Auditor**

This is to certify that (name of the Applicant) has the annual turnover over the years stated as in the above table.

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation of the authorized signatory)
e. Statement of Legal Capacity

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

Ref. Date:

The Managing Director,
Tamil Nadu Tourism Development Corporation
Tourism Complex,
Wallajah Road,
Tamil Nadu 600 002, India

Sub: Selection of Contractor for Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning The advance visual projection mapping with animation technology and audio synchronized with show lighting with 5 years of Operation and Maintenance at the Shore Temple, Mahabalipuram, Tamil Nadu

Dear Sir,

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

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

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

Yours faithfully,

For and on behalf of ____________________
(Signature, name and designation of the authorized signatory)
f. Applicant’s Experience in Previous Works

(In case of a consortium, the experience of all the members of Consortium will be considered):

<table>
<thead>
<tr>
<th>S.No</th>
<th>Name of the Project</th>
<th>Name of the Client with address and contact numbers</th>
<th>Date of award of assignment</th>
<th>Date of completion of assignment</th>
<th>Estimated capital cost of Project (in Rs. Crore)</th>
<th>Period of O&amp;M provided for the Project</th>
<th>Description of Service provided by the Applicant</th>
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<tbody>
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</table>

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

Certificate from the Statutory Auditor

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

Name of the audit firm:

Seal of the audit firm:

Date:
(Signature, name and designation of the authorized signatory)

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

Certificate from the Client

In addition to the certificate from statutory auditor, Applicant can provide a certificate from the client providing following details:

a. Name of the project
b. Location of the project
c. Start date
d. Completion date
e. Total cost of the project
f. Fee paid for the Applicant
g. Description of works undertaken by the Applicant
C. FORM TECH-3: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

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

b) **On Counterpart Staff and Facilities:** Comment here on counterpart staff and facilities to be provided by the TTDC as per Clause 2.2.4 and Clause 4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.
D. FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN

Technical approach, methodology and work plan are key components of the Technical Proposal.

You are suggested to present your Technical Proposal divided into the following three sections:

a. Technical Approach and Methodology: In this chapter you should explain your understanding of the objectives of the assignment, approach, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b. Work Plan: In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c. Organization and Staffing: In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.
## E. FORM TECH-5: KEY PERSONNEL & TASK ASSIGNMENTS

<table>
<thead>
<tr>
<th>Name of the Staff</th>
<th>Firm Employed with</th>
<th>Area of Expertise</th>
<th>Position Assigned</th>
<th>Task Assigned</th>
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</tbody>
</table>
F. FORM TECH-6: CURRICULUM VITAE (CV) FOR PROFESSIONAL STAFF

1) Position:
2) Name of Firm:
3) Name of Staff:
4) Date of Birth:
5) Nationality:
6) Education [Indicate college/university and other specialized education of staff member, degrees obtained, and names of the institutions]
7) Other Training [Indicate significant training since degrees under 5 - Education were obtained]:
8) Countries of Work Experience: [List countries where staff has worked in the last ten years]:
9) Languages known:
10) Employment Record [Starting with present position, list in reverse order the employment/s held by staff member]:

Certification:

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

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

Date:

Full name of authorized representative:
G. FORM TECH-7: WORK SCHEDULE

<table>
<thead>
<tr>
<th>No.</th>
<th>Activity</th>
<th>Weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1</td>
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</table>

^1N refers to estimated duration of the Assignment
H. FORM TECH-8: POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM
(On a Stamp Paper of relevant value)
POWER OF ATTORNEY

Whereas the Tamil Nadu Freedom Movement Memorial Foundation (hereinafter referred to as “Client”), has invited Proposals from interested parties for Selection of Contractor for Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning The advance visual projection mapping with animation technology and audio synchronized with show lighting with 5 years of Operation and Maintenance at the Shore Temple, Mahabalipuram, Tamil Nadu”, hereinafter referred to as “Project”.

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

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

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

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

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

Dated this _______ Day of ________ 2019.

____________________
(Executants)

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

Note:

a. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

b. Also wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as resolution/ power of attorney in favour of the person executing this power/ of attorney for the designation of power hereunder on behalf of the bidder.
I. FORM TECH-9: POWER OF ATTORNEY FOR AUTHOURISED SIGNATORY

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, we ____________ (name and address of the registered office) do hereby constitute, appoint and authorize Mr. /Ms. _____________________ (name and address of residence) who is presently employed with us and holding the position of ________________ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for Selection of Contractor for Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning The advance visual projection mapping with animation technology and audio synchronized with show lighting with 5 years of Operation and Maintenance at the Shore Temple, Mahabalipuram, Tamil Nadu. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Executant

Signature of Attorney

(Name, Title and Address of the Attorney)

Attested

Executant

Notes:

1. To be executed by the sole Bidder or the Lead Member in case of a Consortium as the case may be.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
4. In case the Proposal is signed by an authorized Director of the Bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.
J. FORM TECH-10: Format for the MOU of the Consortium.

Memorandum of Understanding (MOU)
(To be executed on Stamp paper of appropriate value)

THIS Memorandum of Understanding (MOU) is entered into on this the .......... day of .......... 2020

AMONGST

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

AND

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

AND

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

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,

1. Tamil Nadu Tourism Development Corporation having its registered office at Tourism Complex, 2 Wallajah Road, Chennai, Tamil Nadu 600002 (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (“Bids”) by its Request for Proposal No. ............................................................. dated ............... for Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning the advance visual projection mapping with animation technology and audio synchronized with show lighting with 5 Years of Operation and Maintenance at the Shore Temple, Mahabalipuram, Tamil Nadu (the “SEL Project”).

2. The Parties are interested in jointly bidding for the SEL Project as members of a Consortium and in accordance with the terms and conditions of the Tender document and other bid documents in respect of the said SEL Project, and

3. It is a necessary condition under the Tender document that the members of the Consortium shall enter into a Memorandum of Understanding and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the SEL Project.
2. The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/or through any other consortium constituted for this SEL Project, either directly or indirectly or through any of their Associates.

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

4. The Parties hereby undertake to perform the roles and responsibilities as described below:
   1. Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the appointed date under the Agreement when all the obligations of the SPV shall become effective.
   2. Party of the Second Part shall be (Technical Member/ Other Member of the Consortium)
   3. Party of the Third Part shall be (Technical Member/ Other Member of the Consortium)

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

6. Shareholding in the SPV: The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows: First Party: Second Party: Third Party:

7. The Parties undertake that a minimum of 51% (fifty-one percent) of the total paid up share capital of the SPV for Lead member on a fully diluted basis and

8. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the SEL Project.

9. Each Party represents to the other Parties as of the date of this MOU that:
   1. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this MOU;
   2. The execution, delivery and performance by such Party of this MOU has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this MOU for the delegation of power and authority to execute this MOU on behalf of the Consortium Member is annexed to this MOU, and will not, to the best of its knowledge:
      1. Require any consent or approval not already obtained;
      2. Violate any applicable law presently in effect and having applicability to it;
      3. Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
      4. Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
      5. Create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this MOU;

10. This MOU is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

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

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

13. This MOU shall be governed by laws of India.

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of FIRST PART

Signature
Name
Designation
Address

SIGNED, SEALED AND DELIVERED

For and on behalf of SECOND PART

Signature
Name
Designation
Address

SIGNED, SEALED AND DELIVERED

For and on behalf of THIRD PART

Signature
Name
Designation

Address

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the MOU should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each MOU should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this MOU for the delegation of power and authority to execute this MOU on behalf of the Consortium Member.
## K. FORM TECH-11: Unpriced Bill of Quantities

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Detailed Description of Item</th>
<th>Make and Model</th>
<th>Power Rating</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>3…</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
5. **SECTION-5: FINANCIAL PROPOSAL**

The bidders should submit hard copy of their financial bid in separate envelop figure in INR inclusive of all taxes except GST. The bid of the applicant should be all inclusive including various costs such as:

1. Supply of plant, equipment, mandatory spare parts, like Video Projection System, Sound & Light System, Sound & Light Controller, Pyro Techniques, Lighting, Effects, Audio System and Show Control including the cost of Technical software & Program Development

2. Installation services, Pre-commissioning and Commissioning,

3. Preparation of concepts and show themes for Multimedia Sound & Light Show including the multimedia projection,

4. Operation and Maintenance for a period of 5 (Five) year (after the trial run of one month and issue of certificate of operational acceptance by TTDC) including training of TTDC personnel, replacement of equipment & parts (if any), spares, personnel requirement, chemicals, Consumables, cleaning for uninterrupted performance of the Multi Media Sound & Light Show. TTDC estimates that the number of shows shall be one per day and on an average of 300 days in a year.
6. SECTION 6: TERMS OF REFERENCE

6.1. Scope of Work

6.1.1. Conceptualize, Design, Supply, Installation, Commissioning of all new equipment of reputed brands with advanced high efficiency essential for the advance visual projection mapping having combinations of Documentary and animation technology (Sound & Light Show) with 5 years of Operation and Maintenance at the Shore Temple, Mahabalipuram, Tamil Nadu.

6.1.2. The bidder has the liberty to conceive the project at their own ideas that shall match with the international standards. They must visit the site for better understanding.

6.1.3. The bidder should provide details of the hardware/equipment to be provided in an elaborate manner (description, type and make, location already installed)

6.1.4. The bidder should also indicate other support system, effect machines, UPS, DG Genset, Power Backup.

6.1.5. The scope also include preparation of new concept and theme and content production for a minimum duration of 25 minutes of the advance visual projection mapping with animation technology and audio synchronized with show lighting along with necessary software, accessories etc.

6.1.6. In addition to the native language, the voice over of the will required to be dubbed/subtitled in 2 (two additional languages.)

6.1.7. The shows shall be organized as per instructions of TTDC and also special shows on the occasions of the Government ceremonies if required.

6.1.8. The bidder shall be responsible for the procurement of all the spare parts during the period of O&M period of 5 (Five) years including annual maintenance contract with the manufacturers, Routine and periodic maintenance of entire advance visual projection mapping having combinations of Documentary and animation technology (Sound & Light Show).

6.1.9. The Bidder shall design and level the viewers gallery with a minimum seating area of 250 people, its position, placement of equipment, audio, projector and light mounts, control room and any other physical structure if any after approvals from the employer.

6.1.10. The Bidder shall train the necessary personnel for the operation of the show on an everyday basis.

6.1.11. Any repairs are to be attended on top priority for effective show without any compromise on the performance of the Multimedia Sound & Light show.

6.1.12. The Bidder shall cooperate to run the extra shows with prior intimation of one week notice to be organized for special events for Govt. / any corporate promotions. The charges shall be paid extra on mutually agreed rates based on the show requirement.

6.1.13. The Bidder shall include all consumables, tools and equipment required during O & M operations.

6.1.14. The Bidder shall complete the O & M successfully for 5 (Five) years and shall handover all the equipment installed in good working condition to TTDC for closure of the contract.

6.2. Indicative Project Timelines

<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Time Frame</th>
<th>Key Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning of the advance visual projection mapping with animation technology and audio synchronized with show lighting (Sound &amp; Light Show) at the Shore Temple, Mahabalipuram, Tamil Nadu</td>
<td>D + 24 Weeks</td>
<td>Successfully commission the advance visual projection mapping (Sound &amp; Light Show)</td>
</tr>
<tr>
<td>A</td>
<td>Approval of the dramatized script including making necessary amendments</td>
<td>D + 8 weeks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Activity Description</td>
<td>Timeframe</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>--------------------------------------------------------------------------------------</td>
<td>-------------</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Obtaining approval from ASI regarding concept and design*</td>
<td>D + 10 weeks</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Recording of the script including mixing of music</td>
<td>D + 12 weeks</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Placing of hardware orders for hardware equipment</td>
<td>D + 13 weeks</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Designing of the viewer’s gallery &amp; control room</td>
<td>D + 14 weeks</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Delivery of hardware equipment at site &amp; starting of cabling work, Content Production</td>
<td>D + 15 weeks</td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Completion of Civil Works related to Control Room/ Supply and Laying of Cables</td>
<td>D + 15 weeks</td>
<td></td>
</tr>
<tr>
<td>H</td>
<td>Positioning/Installation of hardware equipment, lights, etc.</td>
<td>D + 18 weeks</td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>Programming, system integration of sound, lighting and the content generated</td>
<td>D + 24 weeks</td>
<td></td>
</tr>
<tr>
<td>J</td>
<td>Commissioning and other related misc. works</td>
<td>D + 24 weeks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 Defect Liability Period</td>
<td>C + 1 Years</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3 Operation and Maintenance</td>
<td>C + 5 years</td>
<td></td>
</tr>
</tbody>
</table>

* Where D is the date of Signing of Contract for the Assignment and C is the date of issue of certificate of operational acceptance by TTDC of the Multi Media Sound & Light Show.

6.3. Ownership of the proposal

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

6.4. Proprietary information

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

6.5. Code of ethics

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

6.6. Contract award

The TTDC reserves the right to contract for all or a partial list of services offered in the proposal. The RFP and the Applicant’s proposal will become part of the contract between the Client and the Contractor. If the Contractor fails to execute a contract with the Client within 45 days, the Client may elect to cancel the selection and award to the next highest ranking applicant.

6.7. Terms of Payment
Payments will be made on the basis of progress percentage of total project cost as per the schedule below:

<table>
<thead>
<tr>
<th>Stage</th>
<th>Payment Stage</th>
<th>Payment Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization advance</td>
<td>10% of financial quote of the applicant</td>
</tr>
<tr>
<td>2</td>
<td>Detailed conceptualization including all creative such as script and visual design, technical details of the components such as capacity, make, quantity, load that shall be used on the said project. Both items 1 &amp;2 will be released against the submission of the bank guarantee.</td>
<td>10% of financial quote of the applicant</td>
</tr>
<tr>
<td>3</td>
<td>Obtaining approval from ASI regarding concept and site design (within 8 weeks from the date of award of contract)*</td>
<td>10% of financial quote of the applicant</td>
</tr>
<tr>
<td>4</td>
<td>Finishing of audio-video production.</td>
<td>20% of financial quote of the applicant</td>
</tr>
<tr>
<td>5</td>
<td>Physical supply of material on site.</td>
<td>20% of financial quote of the applicant</td>
</tr>
<tr>
<td>6</td>
<td>Installation and trial run.</td>
<td>15% of the financial quote of the applicant</td>
</tr>
<tr>
<td>7</td>
<td>Satisfactory commissioning of the project.</td>
<td>15% of financial quote of the applicant</td>
</tr>
<tr>
<td>8</td>
<td>Operation &amp; Maintenance.</td>
<td>-</td>
</tr>
</tbody>
</table>

Item 8 will be paid as per quote proportionately at the end of every six months from first year to fifth year from the issue of certificate of operational acceptance by TTDC.

* If ASI approval is not obtained for reasons beyond the control of the contractor, project will be stopped and the contract will be terminated post stage 01 and 02.
7. GENERAL CONDITIONS OF CONTRACT

7.1. General Provision

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

7.1.1. Applicable Law: means the laws and any other instruments having the force of law in India and the State of Tamil Nadu as applicable from time to time during the period of contract.

7.1.2. Contract: means the Contract signed by the Parties.

7.1.3. Commencement Date: means the date specified in the Special Conditions as the date for commencement of the Works.

7.1.4. Conditions: means these Conditions of Contract, General and Special.

7.1.5. Contract Agreement: means document recording the terms of the Contract between the Employer and the Contractor.

7.1.6. Contract Price: means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution of the Works.

7.1.7. Contractor: means the person whose tender has been accepted by the Employer and the legal successors in the title to the Contractor but not (except with the consent of the Employer) any assignee of the Contractor.

7.1.8. Contractor’s Equipment: means all appliances or things of whatsoever nature required for the purposes of the Works but does not include Plant.

7.1.9. Data Sheet: means such part of the Instructions to Applicants used to reflect specific country and assignment conditions.

7.1.10. Day: means calendar day.

7.1.11. “Effective Date” means the date on which this Contract comes into force and effect.

7.1.12. “Foreign Currency” means any currency other than the currency of the TTDC’s country.


7.1.15. “TTDC” means Tamil Nadu Tourism Development Corporation Ltd.

7.1.16. “Local Currency” means the currency of the TTDC’s country.

7.1.17. “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.

7.1.18. “Party” means the TTDC or the Contractor, as the case may be, and “Parties” means both of them.

7.1.19. “Personnel” means professional and support staff provided by the Contractor or by any Sub-Contractors and assigned to perform the works or any part thereof; “Foreign Personnel” means such professional and support staff who at the time of being so provided had their domicile outside the beneficiary’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicileinside the beneficiary’s country; and “Key Personnel” means the Personnel referred to in tender proposal.

7.1.20. “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

7.1.21. Sub-Contractors: means any person or entity to whom/which the Contractor subcontracts any part of the works.

7.1.22. “Third Party” means any person or entity other than the Government, the TTDC, the Contractor or a Sub-Contractor.

7.1.23. “Total Project Cost” is equal to the total agreed fees payable to the Contractor for providing the works, pursuant to this contract.

7.1.24. “In writing” means communicated in written form with proof of receipt.

7.1.25. “Defects Liability Certificate” means the certificate to be issued by the Employer to the Contractor.
7.1.26. “Defects Liability Period” means 12 months following handover, during which the Contractor is responsible for making good defects.

7.1.27. “Employer” means the client and the legal successors in title to the Employer and any assignee of the Employer.

7.1.28. “Letter of Acceptance” means the formal acceptance by the Employer of the Tender incorporating any adjustments or variations to the Tender agreed between the Employer and Contractor.

7.1.29. “Performance Security” means the security to be provided by the Contractor for the due performance of the Contract.

7.1.30. “Plant” means machinery, apparatus, materials and all things to be provided under the Contract for incorporation in the Works.

7.1.31. “Schedule of Prices” / Summary of Costs means the completed and priced Schedule of Prices, or any part or individual schedule thereof, submitted by the Contractor with his Tender and forming a part of the Contract documents.

7.1.32. “Site” means the place or places, provided or made available by the Employer where work is to be done by the Contractor or to which Plant is to be delivered, together with so much of the area surrounding the same as the Contractor shall with the consent of the Employer use in connection with the Works otherwise than merely for the purposes of access.

7.1.33. “Subcontractor” means any person (other than the Contractor) named in the Contract for any part of the Works, or any person to whom any part of the Contract has been subcontracted with the consent of the Employer, and the Subcontractor’s legal successors in title but not any assignee of the Subcontractor.

7.1.34. “Tender” or Proposal means the Contractor’s priced offer to the Employer for the execution of the Works.

7.1.35. “Time of Completion” means the time stated in the Special Conditions for completing the Works from the Commencement Date unless extended.

7.1.36. “Works” means all Plant to be provided and work to be done by the Contractor under the Contract.

7.2. Relationship between the Parties

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

7.3. Law Governing Contract

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

7.4. Language

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

7.5. Headings

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

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

7.7. Address Change

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

7.8. Location:

The works shall be performed at the site specified by TTDC.

7.9. Authority of Member in Charge

7.9.1. In case the Contractor is a Consortium consisting of more than one entity, the members shall designate one member to act as representative, as specified in the SC with authority to conduct all business for and on behalf of all member of the Consortium, including without limitation the receiving of instructions and payments from the TTDC.

7.9.2. TTDC shall permit a consortium under this Contract. Each member of the consortium shall be jointly and severely responsible to the TTDC. Every member of the Contractor’s team deployed for the assignment under this Contract shall have the authority to provide Services and also be responsible to the TTDC for the quality of Services to be provided under this Contract.

7.10. Authorized Representatives

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

7.11. Taxes and duties

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

7.12. Fraud and Corruption

Definitions

It is the TTDC’s policy to observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the TTDC defines, for the purpose of this provision, the terms set forth below as follows:

7.12.1. “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the Public Procurement process or in contract execution;

7.12.2. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a Public Procurement process or the execution of a contract;

7.12.3. “collusive practices” means a scheme or arrangement between two or more Contractors, with or without the knowledge of the Borrower, designed to establish prices at artificial, non-competitive levels;
7.12.4. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

7.13. Measures to be taken

7.13.1. TTDC will cancel and terminate the Contract if it determines that representatives of the Contractor were engaged in corrupt, fraudulent, collusive or coercive practices during the Public Procurement process or the execution of that Contract.

7.13.2. TTDC will sanction the Applicant, including declaring the Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a TTDC-financed contract if it at any time determines that the Contractor has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a TTDC-financed contract

7.14. Commissions and Fees

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

7.15. Performance Security

The Contractor shall, for the performance of its obligations hereunder during the Contract, provide to the TTDC an irrevocable and unconditional guarantee from a Bank for a sum equivalent to 5% (five per cent) of the amount specified in the definition of Total Project Cost. The Performance Security submitted, will be returned to the Contractor without any interest within 15 days after the issuance of certificate of operational acceptance by TTDC.

7.16. Effectiveness of Contract

This Contract shall come into force and effect on the date (the “Effective Date”) of the TTDC’s notice to the Contractor instructing the Contractor for Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning the advance visual projection mapping with animation technology and audio synchronized with show lighting with 5 years of Operation and Maintenance at the Shore Temple, Mahabalipuram, Tamil Nadu or as specified by TTDC. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

7.17. Termination of Contract for Failure to Become Effective

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

7.18. Commencement of Works

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

7.19. Expiration of Contract


Unless terminated earlier pursuant to the General Conditions of this Contract, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

7.20. **Entire Agreement**

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

7.21. **Modifications or Variations**

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the work, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. In cases of substantial modifications or variations, the prior written consent of the TTDC is required.

7.22. **Force Majeure**

7.22.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

7.22.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of Contractor or such Sub-Contractors or agents or employees, nor (ii) any event which a diligent Contractor could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations.

7.23. **No Breach of Contract**

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

7.24. **Measures to be taken**

7.24.1. Contractor affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

7.24.2. Contractor affected by an event of Force Majeure shall notify the TTDC of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
7.24.3. Any period within which Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Contractor was unable to perform such action as a result of Force Majeure.

7.24.4. During the period of their inability to perform the works as a result of an event of Force Majeure, the Contractor, upon instructions by the TTDC, shall either:

7.24.4.1. Demobilize, in which case the Contractor shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the TTDC, in reactivating the works; or

7.24.4.2. Continue with the works to the extent possible, in which case the Contractor shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

7.24.5. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to the General Conditions of this Contract.

7.25. Suspension

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

7.26. Termination

7.26.1. By the TTDC

The TTDC may terminate this Contract in case of the occurrence of any of the events specified as follows.
7.26.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the TTDC may have subsequently approved in writing.

7.26.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.

7.26.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings hereof.

7.26.1.4. If the Contractor, in the judgment of the TTDC, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

7.26.1.5. If the Contractor submits to the TTDC a false statement which has a material effect on the rights, obligations or interests of the TTDC.

7.26.1.6. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the works for a period of not less than sixty (60) days.

7.26.2. By the Contractor

7.26.3. The Contractor may terminate this Contract, by not less than thirty (30) days’ written notice to the TTDC, such notice to be given after the occurrence of any of the events specified as follows.

7.26.4. If the TTDC fails to pay any money due to the Contractor. Pursuant to this Contract and not subject to dispute hereof within forty-five (45) days after receiving written notice from the Contractor that such payment is overdue.

7.26.5. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the works for a period of not less than sixty (60) days.

7.26.6. If the TTDC fails to comply with any final decision reached as a result of arbitration.

7.26.7. If the TTDC is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Contractor may have subsequently approved in writing) following the receipt by the TTDC of the Contractor’s notice specifying such breach.

7.26.8. Cessation of Rights and Obligations

Upon termination of this Contract, or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality, (iii) any right which a Contractor may have under the Applicable Law.

7.26.9. Cessation of Works

Upon termination of this Contract by notice of either Party to the other, the Party shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Works to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Contractor and equipment and materials furnished by the TTDC, the Contractor shall proceed as provided, respectively, by the General Conditions of the Contract.

7.27. Payment upon Termination

Upon termination of this Contract, the TTDC shall make the following payments to the Contractor:
7.27.1. Remuneration pursuant to for works satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination.

7.27.2. Except in the case of termination pursuant to paragraphs of Clause GC 7.26.1 hereof, reimbursement reasonable cost incidental to the prompt and termination of this Contract including the cost of the travel of the personnel and their eligible dependents.

7.27.3. Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs Clause GC 7.26.1 or in Clause GC 7.26.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause related to Disputes and Settlements in the GC hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

7.28. **Obligations of Contractor**

7.28.1. Standard of Performance

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

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

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

7.28.1.4. All work done by the Contractor should comply to the guidelines set out by Archeological Survey of India (ASI) and other concerned government agencies.

7.28.2. Setting Out

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

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

7.28.3. Law and Customs Governing Works.

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

7.29. **Conflict of Interests**

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

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

7.29.1.1. The payment of the Contractor hereof shall constitute the Contractor’s only payment in connection with this Contract and the Contractor shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Contractor shall use its best efforts to ensure that any Sub-Contractors, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

7.29.1.2. Furthermore, if the Contractor, as part of the Scope of Work, has the responsibility of advising the TTDC on the procurement of goods, works, the Contractor shall comply with the TTDC’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the TTDC. Any discounts or commissions obtained by the Contractor in the exercise of such procurement responsibility shall be for the account of the TTDC.

7.29.2. **Contractor and affiliates not to be otherwise interested in Project**

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

7.29.3. **Prohibition of conflicting activities**

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

7.30. **Confidentiality**

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

7.31. **Liability of the Contractor**

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

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

7.33. Accounting, inspection and auditing

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

7.34. Contractor’s Actions Requiring TTDC’s Prior Approval

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

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

7.34.2. Subcontracts: In special circumstances that may require the Contractor to subcontract work to an extent and with such experts and entities, TTDC may at its sole discretion consider such subcontracting. Notwithstanding such approval, the Contractor shall retain full responsibility for the works. In the event that any Sub-Contractors are found by the TTDC to be incompetent or incapable in discharging assigned duties, the TTDC may request the Contractor to provide a replacement, with qualifications and experience acceptable to the TTDC, or to resume the performance of the works itself.

7.35. Reporting obligations

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

7.36. Documents prepared by the Contractor to be the property of the TTDC

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

7.37. Equipment, vehicles and materials furnished by the TTDC

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

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

7.39. **Contractor Personnel and Sub Contractors**

7.39.1. General

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

7.39.2. Description of Personnel

7.39.2.1. The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Works of each of the Contractor’s Key Personnel are described in Terms of Reference. If any of the Key Personnel has already been approved by the TTDC, his/her name is listed as well.

7.39.2.2. Adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Terms of Reference may be made by the Contractor by written notice to the TTDC, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in General Conditions of the Contract(b) of this contract. Any other such adjustments shall only be made with the TTDC’s written approval.

7.39.2.3. The Key Personnel and Sub-Contractors listed by title as well as by name in Terms of Reference and the Technical Proposal made by the Contractor and accepted by TTDC, are hereby approved by the TTDC. In respect of other Personnel which the Contractor proposes to use in the carrying out of the works, the Contractor shall submit to the TTDC for review and approval a copy of their Curriculum Vitae (CVs). If the TTDC does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the TTDC.

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

7.40.1. The Contractor and his professional staff at the project site shall work as per the work schedule agreed with the TTDC and according to working hour norms of the Government of Tamil Nadu.

7.40.2. The Key Personnel shall not be entitled to be paid for overtime and the Contractor’s remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Terms of Reference.

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

7.41.1. Except as the TTDC may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement of a person of equivalent or better qualifications.

7.41.2. If the TTDC finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor
shall, at the TTDC’s written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the TTDC.

7.41.3. Any of the Personnel provided as a replacement under Clauses above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Contractor may wish to claim as a result of such replacement, shall be subject to the prior written approval by the TTDC. The rate of remuneration applicable to a replacement person will be obtained by multiplying the rate of remuneration applicable to the replaced person by the ratio between the monthly salary to be effectively paid to the replacement person and the average salary effectively paid to the replaced person in the period of six months prior to the date of replacement. Except as the TTDC may otherwise agree, (i) the Contractor shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

7.42. **Resident Project Manager**

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

7.43. **Obligation of the TTDC**

7.43.1. **Assistance and exemptions**

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

7.43.2. **Access to Site**

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

7.43.3. **Suitable space to set up the control room.**

The TTDC warrants that the Contractor shall be provided suitable and secure place close to the monument, a room of minimum size 10 ft X 10 ft where all equipment can be set up permanently and cables can be easily installed to projectors and audio systems installed on site.

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

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

7.43.5.1. The TTDC shall make available to the Contractor and the Personnel, for the purposes of the works and free of any charge, the services, facilities and property described in the Terms of Reference and the Data Sheet.

7.43.5.2. In case that such services, facilities and property shall not be made available to the Contractor as and when specified in Terms of Reference and the Data Sheet, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Works, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof pursuant to General Conditions of the Contract.

7.43.6. Payment

In consideration of the Works performed by the Contractor under this Contract, the TTDC shall make to the Contractor such payments and in such manner as is provided by the General Conditions of the Contract.

7.43.7. Counterpart Personnel

7.43.8. The TTDC shall make available to the Contractor free of charge such professional and support counterpart personnel, to be nominated by the TTDC with the Contractor’s advice, if specified in Terms of Reference and the Data Sheet.

7.43.9. If counterpart personnel are not provided by the TTDC to the Contractor as and when specified in Terms of Reference and the Data Sheet, the TTDC and the Contractor shall agree on (i) how the affected part of the Works shall be carried out, and (ii) the additional payments, if any, to be made by the TTDC to the Contractor as a result thereof pursuant to General Conditions of the Contract.

7.43.10. Professional and support counterpart personnel, excluding TTDC’s liaison personnel, shall work under the exclusive direction of the Contractor. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Contractor that is consistent with the position occupied by such member, the Contractor may request the replacement of such member, and the TTDC shall not unreasonably refuse to act upon such request.

7.44. Payment to the Contractor

7.44.1. Cost estimates; Ceiling amount

7.44.2. The Contractor shall be paid a total fee as quoted under the Financial Proposal and accepted by the TTDC. Such payment will be only in Indian Rupees. The total price will be for the entire scope of Works to be provided by the Contractor as per Terms of Reference.

7.44.3. Except as may be otherwise agreed under the General Conditions of the Contract, payments under this Contract shall not exceed the total price quoted by the Contractor and accepted by the TTDC.

7.44.4. The Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Contractor in order to cover any necessary additional expenditures not envisaged as per the Terms of Reference and the Data Sheet and the lump sum price referred to shall be increased by the amount or amounts, as the case may be, of any such additional payments. Such increase shall be agreed mutually.

7.44.5. Currency of Payment
All payments will be made in Indian Rupees

7.44.6. Mode of Billing and Payment

Billings and payments in respect of the Works shall be made as follows:

7.44.6.1. Within the number of days after the Effective Date specified in the SC, the TTDC shall cause to be paid to the Contractor advance payments in Indian currency as specified in the SC. The advance payments will be set off by the TTDC in equal instalments against the statements for the number of months of the Works specified in the SC until said advance payments have been fully set off.

7.44.6.2. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Works, or after the end of each time intervals otherwise indicated in the SC, the Contractor shall submit to the TTDC, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials.

7.44.6.3. The TTDC shall pay the Contractor’s statements within thirty (15) days after the receipt by the TTDC of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Contractor, the TTDC may add or subtract the difference from any subsequent payments. Interest at the annual rate of State Bank of India Prime Lending Rate shall become payable as from the above due date on any amount due by, but not paid on, such due date.

7.44.6.4. The final payment under this Clause shall be made only after the final report and a final statement, identified as such, have been submitted by the Contractor and approved as satisfactory by the TTDC. The Works shall be deemed completed and finally accepted by the TTDC and the final report and final statement shall be deemed approved by the TTDC as satisfactory within thirty (30) calendar days after receipt of the final report and final statement by the TTDC unless the TTDC, within such ninety (30) day period, gives written notice to the Contractor specifying in detail deficiencies in the Works, the final report or final statement. The Contractor shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the TTDC has paid or caused to be paid in accordance with this Clause in excess of the amounts actually scope

7.44.6.5. payable in accordance with the provisions of this Contract, shall be reimbursed by the Contractor to the TTDC within thirty (30) days after receipt by the Contractor of notice thereof. Any such claim by the TTDC for reimbursement must be made within twelve (12) calendar months after receipt by the TTDC of a final report and a final statement approved by the TTDC in accordance with the above.

7.44.6.6. All payments under this Contract shall be made to the accounts of the Contractor specified in the SC.

7.44.6.7. With the exception of the final payment under (d) above, payments do not constitute acceptance of the Works nor relieve the Contractor of any obligations hereunder.

7.45. Fairness and Good Faith

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

7.45.2. Operation of the Contract

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

7.46. Settlement of Disputes

7.46.1. Amicable Settlement

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

7.46.2. Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably may be submitted by either Party for settlement in accordance with the provisions specified in the General Conditions of the Contract.

7.47. Extension of Time for Completion

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

7.47.1. Extra or additional work ordered.
7.47.2. The failure of the Employer to fulfil any of his obligations under the Contract,
7.47.3. Delay by any other contractor engaged by the Employer,
7.47.4. Force Majeure.
7.47.5. The Contractor shall not be entitled to claim any extra cost if extension of time is given beyond the above reasons

7.48. Delay in Completion

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

7.49. Taking Over

The Works shall be taken over by the TTDC when they have been completed in accordance with the Contract and Taking-Over Certificate/ operational acceptance of facilities has been issued or deemed to have been issued in accordance with Sub-Clause 7.49.
7.50. **Taking-Over Certificate**

The Contractor may apply by notice to the TTDC of Taking Over Certificate/ Operational acceptance of facilities not earlier than 14 days before the Works will in the Contractor’s opinion be complete and ready for taking over.

7.50.1.1. The TTDC shall within 15 days after the receipt of the Contractor’s application either:
7.50.1.2. issue the Taking-Over Certificate/ Operational acceptance of facilities to the Contractor with a copy to the Employer stating the date on which the Works were complete and ready for taking over, or
7.50.1.3. reject the application giving his reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued.

If the TTDC fails either to issue the Taking-Over Certificate / Operational acceptance of facilities or to reject the Contractor’s application within the period of 30 days he shall be deemed to have issued the Taking-Over Certificate / Operational acceptance of facilities on the last day of that period.

7.51. **Defects after Taking Over**

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

7.51.2. Making Good

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

7.51.2.1. any defective materials, workmanship or design, or
7.51.2.2. any act or omission of the Contractor during the Defects Liability Period.

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

7.52. **Notice of Defects**

If any such defect appears or damage occurs, TTDC shall forthwith notify the Contractor thereof.

7.53. **Failure to Remedy Defects**

If the Contractor fails to remedy a defect or damage within a reasonable time, the Employer may carry out the work himself or by others at the Contractor’s risk and cost.
7.54. Defects Liability Certificate

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

7.55. Operation and Maintenance

Before the Works are taken over in the Contractor shall supply operation and maintenance manuals with drawings of the Works as built. These shall be in such detail will enable the Employer to maintain, adjust and repair all parts of the Works.
**SCHEDULE – A**

**Minimum General Specification**

<table>
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<tr>
<th>Sl. No.</th>
<th>Minimum General Specification</th>
<th>Approved Makes</th>
</tr>
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</table>
| 1.      | Projector: DLP Technology,  
          Minimum Brightness: 20,000 lumens or more;  
          Resolution: WXGA (1920 x 1200);  
          Light Source: Laser Phosphorus Lamp;  
          Lamp Life: 20,000 hrs;  
          Contrast full off/on enable ratio- 20,000:1                                                                                                                                  | Barco / Christie /  
          Panasonic        |
|         | (Minimum requirement is to fully cover two sides of the monument for angled viewing from the audience area as per layout outlined in Schedule – B. Estimated temple height is of 60 ft. Assumedark, weathered, less reflective surface - minimum 150 lux of light level required. Dialux calculation to be provided by the applicant.) |                     |
| 2.      | Projector Enclosure: Outdoor projector enclosures integrated shall be suitable for outdoor permanent seaside installation of laser projectors and equipped with lightweight aluminium welded construction, powerful AC fan, salt fog filtering with positive pressure option, local TCP/IP or web-based monitoring service, inlet filters to block salt and other pollutants from getting near the projector, features to protect the projector from damaging elements such as dust, smoke, heat, cold and moisture, intelligent software and Digital Control Interface (DEC) interface.  
          (Minimum quantity as per to the number of projectors.)                                                                                                                          | Tempest / Clay Paky /  
          Vizbox            |
| 3.      | Speakers and Subwoofers: Min 47 Hz – 16 kHz frequency response with total minimum wattage for 2 Hours Continuous Program Rating of 8000W. IP-55 rating per IEC529 (dust protected and protected against strong jets of water). Exceeds Mil Spec 810 for humidity, salt spray, temperature & UV. Passes Mil-Std-202F for salt spray. The units shall provide a well-controlled horizontally and vertically coverage to the listeners. Transducers shall be treated to be weather protected and enclosures coated with suitably finish treatment. Grilles shall be manufactured using an industry recognized ‘marine’ grade stainless steel for cosmetic perfection and lined with required material to prevent water and dust ingress. The units specified here shall include all speakers mounted with theft resistant hardware as per the final designs prepared by the bidder.  
          (Total Wattage: 8000W)                                                                                                                                                           | Harman / JBL / Bose  |
| 4.      | Monitor Speakers: 4” Monitor Speakers to be provided in the control room shall have volume control facility. Monitor speakers shall be provided for controls by the operator. The speaker shall be suitable for wall mounting with a suitable power capacity. These loudspeaker enclosures shall equipped with high quality speakers and matching transformers for direct connection to amplifier outputs. The sound columns shall ensure uniformity of  
          |                                                                                                                              | Harman / JBL / Bose  |
sound, both in volume and quality. They shall direct their sound in the horizontal plane, thus reducing the disturbing reverberation effect caused by sound reflecting from hard ceilings and floors.

(Minimum Quantity: 2(Two))

<table>
<thead>
<tr>
<th>Sound, Power Amplifiers:</th>
<th>Bose / Crown / Labgruppen / L Acoustic</th>
</tr>
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<tbody>
<tr>
<td>The power amplifiers shall be for the full range frequency response for Voice and Music application. It shall be a professional Sound Reinforcement amplifier with adequate protection features and monitoring built-in and shall be suitable for mounting in standard 19” or required audio rack. It shall be of two/four/eight Channels type, each channel of sufficient rating to drive loudspeaker / sub-woofer/ Surround Speaker with total rating of 8000W. Frequency Response 8 Ohms, 20 Hz – 20 kHz; Total Harmonic Distortion (THD) ≤ 0.4%; Channel Qty. ≥ 4; Input Impedance ≥ 10 kΩ; Output Power (per channel) @ 8 Ohm ≥ 1000 W;</td>
<td></td>
</tr>
<tr>
<td>(Total Wattage: 8000W)</td>
<td></td>
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5. **Digital Signal Processor:** Digital signal processor equipment shall be equipped to operate in a multi-channel configuration. Although both the input/ output shall be analog with built in internal 24 bit A/D and D/A convertors operating at sample rate of 48KHz, the internal signal processing shall be digital. Electronically balanced input and electronically balanced output shall be provided on plug in barrier strip connectors. Inputs shall be individually programmable to accept variable line level/Mic level signals from the Audio interface. Output shall normally provide line level signals. Input impedance (more than 3.5 KΩ), Maximum input level (more than +20 dBU), frequency response (20 Hz to 20 KHz or better) with required software.

(Minimum Quantity: 1(One))

<table>
<thead>
<tr>
<th>Digital Signal Processor:</th>
<th>BiAmp/BSS/KlarkTeknik / Bose</th>
</tr>
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<td></td>
</tr>
<tr>
<td>(Minimum Quantity: 1(One))</td>
<td></td>
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</tbody>
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6. **Speaker Cables, DMX Cables, Power/ Control Cables and Earthing:** Cables shall be PVC insulated (1100V grade), multi-core, copper conductor, armored / un-armoured / flexible, as per the requirements, and each core shall be of multistrand. Cable for the audio distribution shall be suitable size to minimize the voltage drop, over long runs and shall be suitably screened to eliminate noise. Cables for the controls shall be of high standard and shall be designed for the use intended for. Cabling shall be done in a neat manner and all armoured cable shall either be buried in ground or laid on structure / wall / column with suitable designed spacers / saddles / clamps, such that there is a total grip of the cable and the layout is visually appealing. The spacing of these spacers / saddles / clamps shall be at least 100 cm on horizontal run and 75 cm in the Vertical run. Cables run on saddles-spacers shall be provided with outer cover, of suitable material and finish, to merge with the ambience. Flexible / un-armoured cable shall be laid through steel conduits / flexible lead coated conduits and all the accessories for such layout shall be of reputed / good quality. Use of 2/3/4 way junction boxes for cable distribution and use of JB with connectors shall be made wherever there is a requirement of distribution of main circuit to multiple sub-circuits. All cable terminations shall be done using ISI approved make.

<table>
<thead>
<tr>
<th>Speaker Cables, DMX Cables, Power/ Control Cables and Earthing:</th>
<th>ISI approved make</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cables shall be PVC insulated (1100V grade), multi-core, copper conductor, armored / un-armoured / flexible, as per the requirements, and each core shall be of multistrand. Cable for the audio distribution shall be suitable size to minimize the voltage drop, over long runs and shall be suitably screened to eliminate noise. Cables for the controls shall be of high standard and shall be designed for the use intended for. Cabling shall be done in a neat manner and all armoured cable shall either be buried in ground or laid on structure / wall / column with suitable designed spacers / saddles / clamps, such that there is a total grip of the cable and the layout is visually appealing. The spacing of these spacers / saddles / clamps shall be at least 100 cm on horizontal run and 75 cm in the Vertical run. Cables run on saddles-spacers shall be provided with outer cover, of suitable material and finish, to merge with the ambience. Flexible / un-armoured cable shall be laid through steel conduits / flexible lead coated conduits and all the accessories for such layout shall be of reputed / good quality. Use of 2/3/4 way junction boxes for cable distribution and use of JB with connectors shall be made wherever there is a requirement of distribution of main circuit to multiple sub-circuits. All cable terminations shall be done using</td>
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<td>(ISI approved make)</td>
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7. **Power Amplifiers:** The power amplifiers shall be for the full range frequency response for Voice and Music application. It shall be a professional Sound Reinforcement amplifier with adequate protection features and monitoring built-in and shall be suitable for mounting in standard 19” or required audio rack. It shall be of two/four/eight Channels type, each channel of sufficient rating to drive loudspeaker / sub-woofer/ Surround Speaker with total rating of 8000W. Frequency Response 8 Ohms, 20 Hz – 20 kHz; Total Harmonic Distortion (THD) ≤ 0.4%; Channel Qty. ≥ 4; Input Impedance ≥ 10 kΩ; Output Power (per channel) @ 8 Ohm ≥ 1000 W; (Total Wattage: 8000W)
lugs of appropriate type and reputed make and all such terminations shall be ferruled as per acceptable scheme. The cables shall be terminated in various types of distribution equipment(s) using brass double compression glands or using glands suitable for lead coated flexible conduit – as the case may be. Provision shall be made on the Inside of the front panel to fix circuit directory having the from-to-via information pasted prominently for easy identification and diagnosis. Suitable nos. of Earth Pits as per requirement shall be provided for the Audio & Electrical circuits, near the control room. All cables laid shall have a continuous run of earth wire of suitable cross sectional area as per requirement. Cables shall be laid as per latest Rajasthan PWD specifications.

(As per Site Requirement)

| 8. | LED Lights Integrated with Show: LED Luminaries/ Effect fixture shall be selected as per the design frozen for the show, along with any other protection / modification to render the luminaries useful for the show, without any discomfort to the audience during the night. Luminaries shall be of the outdoor type (IP 66 or higher) rendered weatherproof. In the case of ground buried luminaries, they shall be rendered IP-66. All field equipment shall additionally be rendered vandal-proof by providing suitable external canopies that are aesthetically designed - merging with the ambience. The design, material, finish and the mounting arrangements of such canopies shall be finalized by the Contractor, in consultation with the Authority, before taking up such works at site. The accessories of the luminaries shall be of durable quality and shall be of standard availability, such that there are no problems of interchange ability or availability of the same. The fittings shall be provided with high grade reflectors / lenses to provide an efficient wide light distribution complete with powder coated MS mounting brackets and heat resistant terminal block. The light shall work in automatic mode or in synchro mode with the show. The fixture shall have RGBW type for architectural purposes, to utilize far from the object to illuminate, narrow beam angle, shutter and control panel. The fixture shall have internal cooling system. It shall be possible to personalize the use of the fixture through the DMX connection, by using a standard remote controller. Further characteristics of the fixture make it possible to dimmer and to switch-off the lamp by a remote controller. The luminaries shall characterize by uniform light distribution with continuously variable intensity. The fixture shall provide dynamic colour changes of full colour Spectrum. Power input: not less than 240 W per fitting, body: Die casting aluminum housing with anodized and electrostatic powder coating, colour mixing: RGBW/RGBA, intensity: 0-100 electronic dimming facility, control system: DMX 512, LED lamp life: 50,000 hours, colour temperature range: 2700 K to 10000 K. 4-36° ultra-narrow beam angle. (Total Wattage: 5000W) | Color Kinetics / SGM / Studio Due |

<p>| 9. | Moving head/Gobo Light: The moving head/gobo profile shall be bright LED with motorized zoom and focus along with efficient optics punching out a variety of effects and colours. More than | SGM / Robe |</p>
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<tr>
<td>15000 lumen RGB LED projection luminaire Full 'moving head' functionality with 540° pan and 270° tilt high power projector with motorized 8° to 40° zoom range for large outdoor applications with full color wheel, two gobo wheels and rotating prism, the moving head/Gobo Moving head/Gobo shall be controlled through DMX 512 signal. Should have dehumidifier in both head and base. IP66-rating and corrosion class C5-M (marine); ideal for coastal and offshore installations. Lamp Life ≥ 20,000 hours; Min 1000W, IP66 or above. (Minimum Quantity: 4 (Four))</td>
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<td>10. Audience Lighting: The audience light should be designed in such a way that the whole audience area is well lit before and after the show and can be switched on in case of an emergency. The fixture should be full LED with 50000 hours lamp life, min 50 W, 35-45°, 3000K. IP65 and Above all weather protected for outdoor permanent installation. Luminaire to be made of High-pressure Die Cast Aluminium alloy body and components. (Total Wattage: 1000W)</td>
<td>Unilamp / Simes/ Meyer</td>
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<td>11. Pathway Lighting: LED Bollard Mounted Luminaire for pathway min 10 W, 3000K. IP65 and above all weather protected for outdoor permanent installation. Luminaire to be made of High-pressure Die Cast Aluminium alloy body and components. (Length of path to be covered: 100M)</td>
<td>Unilamp / Simes / Meyer</td>
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<td>12. DMX Splitter: The DMX Splitter shall be rack mounted (19&quot;) suitable to work on 240 volts 50 Hz via rear connector for distribution of DMX signals. It shall have 5 pin XLR Male inputs, 6 isolated output 5 pin XLR females and shall be having individual on/off power switch. The isolated DMX-512 splitter shall have minimum one DMX input and six DMX output connections, the sockets being standard 5-pin AXR connectors. The opto isolated DMX-512 splitter shall have a power on LED and DMX active LED indication on the front panel. The opto isolated DMX-512 splitter input shall be internally terminated. (As per Site Requirement)</td>
<td>Enttec / Griven</td>
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<td>13. Transmitter and Receiver: Transmitter &amp; Receiver should be equipped to accept HDMI and give out HDBaseT/ twisted pair signal, support bi-directional RS-232 and IR signals, resolution of 4K@60 Hz at sampling rate of 4:2:0, minimum data rate of 10Gbps, HDMI signal over 180m for full HD resolution, 4K resolution upto 90m or above, HDTV and HDCP compatible, 2K and 4K support, 3D as well as EDID pass through, Deep Color, x.v.Color, Lip Sync, HDMI Uncompressed Audio Channels, Dolby TrueHD, DTS–HD, CEC. (As per Site Requirement)</td>
<td>Crestron / Altona / Kramer / Extron / Liberty AV / Black Box / MTR / Lightware.</td>
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<tr>
<td>14. Show Control Computer: Rack mounted show control computer of complete with in-built hardware interfaces for time synchronization and DMX control Windows 10 operating system and Artist show control software duly programmed as per existing</td>
<td>Win 10 / OS 10 based / Media / Fixlab</td>
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cue of sound and light as per following details:

The PC shall be a two-unit standard rack mount PC with integrated DMX and midi output. Super quiet and compact machine. It shall comprise of Intel Core i7 Series Processor or above with following minimum specifications: Min 32 GB RAM, Minimum 2 X 512GB SSD storage, Dedicated 8 GB Graphic card (NVIDIA/AMD), 24” LED/TFT Monitor, USB 3.0 interface with 3 USB ports, Key board, Mouse with licensed loaded Window 10 Professional / Enterprise, LAN, Audio Jack, VGA port, Line in - Line out and Video Output Display Port, HDMI etc. The above computer shall be fully loaded with software package & valid license as required for controlling the sound, lights, laser and other requirements compatible with 512 DMX output channel on USB DMX interface. The above shall be complete with projection/laser synchronous software for playing and synchronizing on video formats. The license with the documentation shall be in the name of end user.

(As per Site Requirement)

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<th>15. Media Server: Rack mounted media control server complete with in-built hardware interfaces for 2D, 3D mapping, animation as per following details: Gigabit Ethernet, Server grade hardware component, built for 24/7 use, Enterprise level NVMe SSD, 3 x stereo pairs audio out (unbalanced, 3.5 mm) and line-in for timecode, It shall comprise on Intel Core i7 Series Processor or above with following minimum specifications: Min 32 GB RAM, Minimum 2 X 512GB SSD storage, Dedicated 8 GB Graphic card (NVIDIA/AMD), 24” LED/TFT Monitor, USB 3.0 interface with 3 USB ports, Key board, Mouse with licensed loaded Window 10 Professional / Enterprise, LAN, Audio Jack, VGA port, Line in - Line out and Video Output Display Port, HDMI etc. The above computer shall be fully loaded with software package &amp; valid license as required for controlling the sound, Lights, laser, projectors, projection mapping blending and warping and other requirements compatible with 512 DMX output channel on USB DMX interface. The above shall be complete with projection/laser synchronous software like touch designer / watchout / as proposed by the contractor for playing and synchronizing video formats in projection mapping environment. (As per Site Requirement)</th>
<th>Green Hippo / D3 / Lighthouse / Medialon / Alco McBride</th>
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<tr>
<td>16. UPS: The UPS shall be of suitable rating according to run the full one show, 3Ph-3Ph true ON-LINE, IGBT rectifier, IGBT inverter, Double conversion type consisting of integral battery backup of 50 minutes with dynamic switch, dynamic bypass and 100% capacity rectifier charger &amp; inverter. The UPS shall be provided with protection against sags, surges, outages, waveform distortions, frequency variations, line noise, spikes (switching transients) - sine waveform output of Tower Mount configuration complete with Tower. The batteries shall be maintenance free and shall be provided with life cycle guarantee commitments with provision that these batteries are hot-swappable, user replaceable type. The unit shall comply with BIS and Indian Electrical standards that apply to UPS power. Key specification shall</td>
<td>Liebert / Emerson / APC / BPE</td>
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<td><strong>17.</strong></td>
<td>Equipment Racks: Steel racks, welded to frame with cable entry exist cut outs, adjustable mounting depth, lockable steel door (rear), lockable toughed glass door (front), confirming to DIN 41494 or equivalent EIA/ ISO/ EN/ CEA standards with accessories viz. rack ground kit, fan module, shelves, power distribution units, cable organiser for audio, control servers, etc.</td>
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<td>(As per Site Requirement)</td>
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<td>Walrack / President / Dinamic / Rittal</td>
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<td><strong>18.</strong></td>
<td>Air-conditioning in Control Room: Air-conditioning system of appropriate capacity in Control room to maintain temperature for cooling of equipments. 5 star BEE rated 1.5 ton or higher capacity split AC with inverter technology stabilizer free operation.</td>
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<td>(As per Site Requirement)</td>
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<td></td>
<td>Daikin / Hitachi / Samsung</td>
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<td><strong>19.</strong></td>
<td>Main Panel/Distribution: Distribution equipment like electrical distribution board, field junction boxes and luminaries’ / speaker junction boxes etc. – shall be designed as per the final project concept approved for the show for the control as well as the distribution of power / controls to various equipments in the field / control room. These shall be indoor/ outdoor type (IP 55), as applicable, and shall be painted in accordance with other equipment within the same area of mounting or painted to suit the ambience. The components inside these distribution equipments shall be of reputed make and the quantities shall be such that there is at least 10% redundancy on the main equipment. Outgoing terminals of the main distribution board shall be of heavy duty while the incoming/ outgoing terminals of all other distribution equipments shall be screw less terminals of high standard. Field junction / Distribution Boxes/ Luminaries/ Speaker Junction shall be IP 55 made out of 2 mm thick MS sheet powder coated with screw less clip--+on terminals/ or else specified and double compression glands complete as required or as specified. Cubical panel shall be fabricated out from Cold rolled close annealed (CRC) sheet with required bracings and supports, gasket with foam rubber to make the panel dust and vermin proof, together with degreasing and applying two coats of red oxide and two coats and stove enamel paint. The panel shall include all required hardware, moulded insulators and separators including cutting and making space in compartmental formation. The thickness of steel sheets shall be 16 SWG.</td>
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<td>(As per Site Requirement)</td>
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<td>Hager / Havells / Legrand</td>
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<td><strong>20.</strong></td>
<td>CCTV System: Bullet Camera - Camera Image Sensing Capacity:</td>
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<td>(As per Site Requirement)</td>
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<td>Hikvision / Panasonic /</td>
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<td><strong>Minimum 3 MP; Image Sensor 1/3” Progressive Scan CMOS;</strong></td>
<td><strong>Samsung / Honeywell.</strong></td>
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<td><strong>Minimum Illumination: 0.19 lux @F2.0, AGC ON 0 lux with IR;</strong></td>
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<td><strong>Shutter Time: 1/3s ~ 1/100,100s;</strong></td>
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<td><strong>Max Image Resolution Full: HD Minimum; IR Range: Up to 30 Mtr;</strong></td>
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<td><strong>Focal Length: 4 MM – 6 MM; IP Rating: IP66;</strong></td>
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<td><strong>Power Supply 12 V DC ± 10% and saturation, brightness, contrast adjustable through client software or web browser, motion detection &amp; night vision.</strong></td>
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<td><strong>Network Video Recorder - IP Video Input: Minimum 8 Channel;</strong></td>
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<td><strong>Two Way Audio Input: 1-ch, RCA (2.0 Vp-p, 1kΩ); HDMI/VGA output: 1-ch, resolution:</strong></td>
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<tr>
<td><strong>1920 × 1080P /60Hz, 1280 × 1024 /60Hz, 1280 × 720 /60Hz, 1024 × 768 /60Hz; Recording Resolution:</strong></td>
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<td><strong>6MP/ 5MP/ 3MP/ 1080P/ UXGA/ 720P/ VGA/ 4CIF/ DCIF/ 2CIF/ CIF/ QCIF; Frame Rate: Main stream 50 fps (P) / 60 fps (N); Sub-stream: 50 fps (P) / 60 fps (N); Audio Output: 1-ch, RCA (Linear, 1kΩ); Hard Disk 1 SATA interface for 1 HDD; Capacity Up to 4TB for each disk; Power Supply:12V DC with associated latest compatible computer system with CCTV monitor of 27” with support upto 1920X1080 at 60 Hz and 16:9 aspect ratio and 1 HDMI &amp; 1 VGA port.</strong></td>
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(As per Site Requirement)

| **21.** Diesel Generator of suitable KVA capacity with electronic AMF panel mounted in sound proof on wheel enclosure and all accessories complete with earthing | **Kirloskar / Cummings / Mahindra** |

(As per Site Requirement)

| **22.** Fire Extinguishers as local fire safety rules & regulations | **BIS/ ISI approved make** |

(As per Site Requirement)

| **23.** Suitable Ethernet switch/network switch/es. | **Cisco / D-link** |

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

- 24 x Fast Ethernet Ports
- 802.3/3u/ab/z/x/af Network Standards
- Fanless, Rack-Mountable Design

(As per Site Requirement)
SCHEDULE – B

Site Layout