

REQUEST FOR PROPOSAL

FOR

SELECTION OF CONTRACTOR/AGENCY FOR

ENGINEERING, DESIGN, CONSTRUCTION, PROCUREMENT,

INSTALLATION AND OPERATION & MAINTENANCE OF

(A) “MULTI-MEDIA LIGHT AND SOUND SHOW”

AND

(B) “CIVIL WORKS WITH LANDSCAPE AND HORTICULTURE

WORK”

IN RAJPUR PARK, DEHRADUN



Mussoorie Dehradun Development Authority (MDDA)
Transport Nagar, Saharanpur Road, Dehradun – 248001
Tel: 0135 – 6603100, Fax: 0135 – 6603103, Email: info@mddaonline.in

CONTENTS

	Title		Page No.
Section1.	Letter of Invitation		05
Section2.	Terms of Reference		08
Section3.	Information to Bidders		43
Section4.	Technical Proposal - Forms		59
Section5.	Financial Proposal- Forms		74

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Contractors/Agencies, whether verbally or in documentary or any other form by or on behalf of MDDA or any of its employees or advisers, is provided to Contractors/Agencies 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 MDDA to the prospective Contractors/agencies or any other person. The purpose of this RFP is to provide interested Contractors/agencies with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by MDDA in relation to the work. Such assumptions, assessments and statements do not purport to contain all the information that each Consultant may require. This RFP may not be appropriate for all persons, and it is not possible for MDDA, its employees or advisers to consider the objectives, technical expertise 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 Consultant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

The Employer, its employees and advisers make no representation or warranty and shall have no liability to any person including any Contractors/agencies 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, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

MDDA also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Contractors/agencies upon the statements contained in this RFP.

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

The issue of this RFP does not imply that MDDA is bound to select a Contractor/Agency or to appoint the Selected Contractor/Agency, as the case may be, for the work and MDDA reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Contractor/agency shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by MDDA or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Contractor/agency and MDDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Contractor/agency in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Reference No.: 02/RP/2019

Name of the Employer: MUSSOORIE DEHRADUN DEVELOPMENT AUTHORITY (MDDA)

Project Name: Selection of Contractor/Agency for Engineering, Design, Construction, Procurement, Installation and Operation & Maintenance of (A) “Multi-Media Light and Sound Show” and (B) “Civil Works with Landscape and Horticulture Work” in Rajpur Park, Dehradun

SECTION 1. LETTER OF INVITATION

Mussoorie Dehradun Development Authority invites Request for Proposal for **Selection of Contractor/Agency for Engineering, Design, Construction, Procurement, Installation and Operation & Maintenance of (A) “Multi-Media Light and Sound Show” and (B) “Civil Works with Landscape and Horticulture Work” in Rajpur Park, Dehradun.**

1. The objective of the assignment is to Selection of Contractor/Agency for Engineering, Design, Construction, Procurement, Installation and Operation & Maintenance of (A) “Multi-Media Light and Sound Show” and (B) “Civil Works with Landscape and Horticulture Work” in Rajpur Park, Dehradun
2. A Contractor/Agency will be selected as per procedures described in this RFP.
 - a) More details on the Services are provided in the Terms of Reference.
 - b) It is not permissible to transfer this invitation to any other firm.
 - c) A successful bidder will be selected under **Least Cost Selection (LCS)** method and procedure as described in this RFP.
 - d) The selection of Contractor/agency shall be on the basis of an evaluation by the MDDA, through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.
 - e) Bidders are requested to submit following documents along with their proposal:
 - i. Bid Document Fee
 - ii. Earnest Money Deposit (EMD)
 - iii. Power of attorney for authorised representative
 - iv. Technical bid
 - v. Financial bid and forms as desired in the RFP

3. The Bid will be rejected in case the bidder has submitted the conditional bid and/or the specifications of the terms to be supplied, are not complied with RFP.
4. The Technical Proposal shall be submitted in Hard Copy to the employer Address & in Soft Copy Online through www.uktenders.gov.in Portal and Financial Proposal shall be submitted Online only through www.uktenders.gov.in Portal. In case of any discrepancy between the Hard Copy and Soft Copy, the Soft Copy shall prevail. The Consultants will submit the proposal by the date & time indicated in Data Sheet and instructions to the Consultants called project specific information.
5. The detail tender notice and RFP documents can be downloaded from www.uktenders.gov.in.
6. The RFP includes the following:
 - Section 1- Invitation
 - Section 2- Terms of Reference
 - Section 3- Instructions to bidders
 - Section 4- Technical Proposal - Forms
 - Section 5- Financial Proposal – Forms
7. MDDA reserves the right to accept or reject any or all proposals any time without being liable to anyone in anyway and without incurring any obligation to inform the affected applicant/s of the grounds.

Vice Chairman
Mussoorie Dehradun Development Authority
(MDDA)

SCHEDULE OF SELECTION PROCESS

Schedule of selection process The MDDA would endeavour to adhere to the following schedule:

1.	Proposal Due Date or PDD (online submission of Technical Proposal and Financial Proposal on www.uktenders.gov.in)	03:00 P.M. on 06/03/2019 office of Vice Chairman, Mussoorie Dehradun Development Authority (MDDA), Transport Nagar, Saharanpur Road, Dehradun – 248001
2.	Submission of Hard Copy of Technical Proposal along with Bid Document Fee, EMD and Power of Attorney	03:00 P.M. on 06/03/2019
3.	Date and time of Opening of Technical Proposal	04:00 P.M. on 06/03/2019
4	Date and Time of Opening of Financial Proposal	To be intimated to the Technical Qualified Bidder
5.	Non-refundable Bid Document Fees	Rs. 10,000/- (including GST) (Rupees Ten Thousand Only), through Demand Draft in favour of Secretary, Mussoorie Dehradun Development Authority (MDDA) payable at Dehradun – 248001
6.	Earnest Money Deposit	Rs. 14,00,000/- (Rupees Fourteen Lakhs Only), through Demand Draft/Bank Guarantee/FDR in favour of Secretary, Mussoorie Dehradun Development Authority (MDDA) payable at Dehradun.
7.	Validity of proposal	180 days
8.	Tentative Estimated cost	Approx. Rs. 7 Crores (including cost of Operation & Maintenance for 3 years)
9.	Period of Completion	7 months
10.	E-tendering website	www.uktenders.gov.in
11.	Official website of MDDA	www.mddaonline.in

Section- 2

Terms of Reference

1. INTRODUCTION

Background

Mussoorie Dehradun Development Authority has taken up challenging works to provide cultural infrastructure of social wellbeing for residents of Dehradun. With the beautification of streets and introduction of cultural art work MDDA is already trying to enhance the cultural life in the city. To further teach and spread the culture and heritage of Uttarakhand with emphasis on Dehradun a Multimedia Light and Sound Show has been proposed in Rajpur Park, Dehradun. The work shall also include up-gradation of the park with Engineering, Designing, Construction, Procurement, Installation and Operation & Maintenance of:-

A – “Multi-Media Light and Sound Show”

B – “Civil Works with Landscape and Horticulture Work” in Rajpur Park, Dehradun.

MDDA wishes to select an agency which will provide complete turnkey solution for the above mentioned work as per the Government procedures and guidelines. Detailed information is provided in the RFP.

2. DESCRIPTION OF THE ASSIGNMENT

The major components of the assignment are:

- 2.1 Assimilation of Layout and Conceptual drawings:-** As per the provided layout and conceptual drawings by MDDA, the Contractor shall familiarise himself and assimilate the requirements of the project in line with site conditions, and give presentation for the proposal of works and approach to be followed.
- 2.2 Preparation of Detailed drawings and Estimates:-** In consonance with the approved proposal the contractor shall prepare the detailed drawings of the buildings/structure and site plan and submit it for the approval for the same from MDDA. After incorporating the suggestions from MDDA, the contractor shall submit the final drawings and Detailed estimates and get the approval from MDDA, followed by getting the structure drawings proof checked from competent authorities like IIT, NIT etc.
- 2.3 Getting approvals of Local/Statutory Bodies:-** Contractor shall get approvals from all requisite Local/Statutory authorities including Municipal, Fire, Environment etc.
- 2.4 Construction of Buildings/structures and Landscape area as per approved drawings/Estimates:-**After getting approvals from all the Statutory bodies. The contractor shall construct the building /structures and landscape area.

2.5 Multimedia Light and Sound Show:- The work shall also include up-gradation of the park with Engineering, Designing, Construction, Procurement, Installation and Operation & Maintenance of (A) “Multi-Media Light and Sound Show” and (B) “Civil Works with Landscape and Horticulture Work” in Rajpur Park, Dehradun.

3. SCOPE OF WORK

3.1 GENERAL

1. Contractor/Agency shall be responsible for Engineering, Design, Construction, Procurement, Installation and Operation & Maintenance of (A) “Multi-Media Light and Sound Show” and (B) “Civil Works with Landscape and Horticulture Work” in Rajpur Park, Dehradun in accordance with the provisions of the RFP document (the “Project”).

The broad scope of the works includes:-

- i. Detailed architectural design & drawing and structural calculations, etc.
 - ii. Landscaping and Horticulture works: Fountain development, earthen mounds, Rock garden, Children’s play area, walkways plantations etc.
 - iii. Content Creation in Consultation with MDDA.
 - iv. Designing, Supplying, Installation, Testing and Commissioning of Light & Sound Show/Narrative Multimedia Show.
2. The contractor shall also be responsible for 2 year of defect liability period after handing over of project, including operation and maintenance, for the A) Light and Sound show work, B) Civil work including landscaping, horticulture work, Garden/structures Buildings works under project in accordance with the provisions of the RFP document and Operation and Maintenance for 3 years after completion/handing over of the project to MDDA.
3. Followings are the Project Requirements :
 - a. The park shall have modernized café, kids area, sheds, development of water bodies, pathways, washrooms, open amphitheatre, flowering area, Boundary wall with ornamental work and artistic railing etc.
 - b. The Project Requirements have been spelt out in the conceptual layouts and project proposal enclosed at Annexure-1 (Conceptual Layouts). The purpose of enclosed conceptual layouts is to state the Project Requirements in terms of the infrastructure & associated facilities to be designed and constructed by the Contractor, nevertheless it is entirely Contractor’s responsibility to Engineering, Design, Construction, Procurement, Installation and Operation & Maintenance of the Project and prepare detailed working drawings & designs as per the provisions of the RFP document.

- c. The Contractor is encouraged to introduce innovative and efficient designs for the Project provided that the Project Requirements stated in the RFP document and conceptual layouts are fulfilled in entirety.
- d. The Contractor shall be responsible for executing Works in order to complete the Project Requirements in conformity with the Specifications & Standards

3.2 SCOPE OF WORK FOR LIGHT AND SOUND SHOW

CONCEPT NOTE : CULTURAL HISTORY OF UTTARAKHAND

Beginning from Vedic times, representation of Kedarkhand, leading to the origin of the Ganga, the presentation will talk of the Pandava tradition. This will be followed by the mythological aspect, leading on to the historical background of the dynasties - Chands, Panwar-Shah that ruled over the region.

Noted personalities like AdiShankaracharya will be mentioned.

The presentation will then narrate the story of the Gurkha invasion followed by the arrival of the British, mentioning contributions by eminent personalities like Henry Ramsay, Fredrick Young, Commissioner Trail and Pahadi Wilson.

This will lead to the Freedom Struggle, mentioning contributions of Veer Chandra Singh Garhwali, SridevSuman and GobindVallabh Pant, among others.

The storyline will mention contribution of Dr.Shyama Prasad Mukherjee in national integration, as the park is named after him.

The formation of Uttarakhand mentioning tribes, cuisines, folk dances, arts and culture will be mentioned, also including sites such as Hemkunt Sahib, Nanakmatta, MeethaReetha Sahib, Peeran Kaliyar, St. Francis Church etc.

3.2.1 CONTENT PRODUCTION

A) RESEARCH DOCUMENT:-

Preparation of the Research & Content Documents.

The agency shall undertake Complete and comprehensive research on cultural and heritage Content to be vetted by INTACH Dehradun . The work will include but not be limited to appointment of expert research team, travel, stay, food, meetings and consultation with subject experts, archival material identification, all consumables, printing, stationary, copies of images/films, audio tracks, drafts and preparation of a Content Document for submission to and approval by MDDA or its appointed or selected authority.

The following activities are broadly included:-

1. The agency shall appoint a research team with suitable credentials and experience to undertake the intensive research work.
2. The agency shall replace any resource found unsuitable for the work at any time during the work.
3. Carefully study of the Design Intent.
4. Understand and assimilate the Corrective Inputs.

5. The agency shall submit a report on their understanding of the Content Advisory.
6. Prepare and submit a comprehensive plan of work and Time Schedule of the work for approval by MDDA.
7. Consult/meeting with the various subject specialists, scholars, institutions, archives as advised in the Corrective Inputs.
8. Prepare a Draft Content Document for approval from INTACH Dehradun Chapter.
9. Make changes/revisions as recommended by MDDA or approval authority.
10. During the research period the research team shall identify all archival material to be acquired by the agency.
11. The agency shall acquire all the identified archival material in quality, formats, resolution as may be required and useable in the content production at a later stage, after approval of the content document.
12. All the archival material shall be acquired by the agency at its own cost.
13. Client shall assist the agency in acquiring permissions, access to the various subject specialists, scholars, institutions, archives as identified by the research team or as advised in the Corrective Inputs. All copyrights have to be acquired by the agency.

B) AUDIO AND MUSIC

Music and Content production shall include but not be limited to the following:

1. **Sound Design/Soundscape** – Using Foley and existing sound effects libraries to create sync and non-sync effects for the soundscape of each Exhibit, as per the concept and approval. It has to be sourced and created, recorded, edited and mixed.
2. **Background Music** – composing original music score to enhance the mood, emotions, drama of each Exhibit, as per the approved content document. This involves live, traditional instruments, contemporary instruments and synthesized instruments as well. This has to be composed, arranged, programmed, produced, recorded with musicians, edited and mixed.
3. **Voice-Over** – Narration for the entire project to be recorded in two voices, each, for the two deliverable languages. Voices have to be cast, analysed, recorded, edited and mixed. The selection of the voice over Artist will be done by MDDA. The department can choose to recommend or direct the bidder to appoint the celebrity of its own choice for the same.
4. **Songs** – compose songs, with singers and musicians, as per the approved content document for each Exhibit. Songs have to be composed, based on lyrics, to be created, arranged, programmed, produced, recorded with musicians and singer/s, edited and mixed.
5. **Poetry** – a single voice recitation of the poems, if any, as deemed necessary as per the approved content document by MDDA, for each Exhibit. This has to be recorded, edited and mixed.
6. **Final Mix** – All the above elements are put together to form a continuous segment, in consultation and on-site checking with the design consultant. All final elements need to be edited against a running timeline, mixed and mastered before final delivery.
7. Final Hindi and English scripts will be created by the agency.
8. The narration of the voice over will be done by two voices (one male, one female) for each of the two languages (Hindi, English), to allow for change in dynamics, texture and dramatic effect. For better dramatization voice over of Child artist can also be used.
9. Poetry, if any in Hindi, to be recited by one voice and used in other languages, as is.

10. The Music and Audio content producer, on behalf of MDDA, shall acquire archival audio and music tracks, which shall be used as content.
11. Slight adjustments for durations and formats will have to be accounted for.
12. The music and audio content team is expected to work closely with the video team, due to the overlaps and contingencies involved for the final output.
13. The Music and Audio content Producer shall work closely with a musicologist, for additional historical accuracy for the content to be provided.
14. The entire Research and Script has to be got approved from INTACH chapter Dehradun & MDDA.
15. **Please note:** The voice over artist has to be a reputed person with experience of giving voice over to award winning movies or equivalent and has to be got approved from MDDA.

C) VIDEO CONTENT

- I. All required dimensions, physical sizes, pixel sizes and technical details have been provided in the drawings. The bidder shall execute the same only with respect to the final design after taking approval from MDDA.
- II. Bidder shall ensure that uniformity of style and colour palette is maintained for each scene and approval from all concerned/competent authorities.
- III. There may be consistency in terms of the predetermined style and colour palette for each story or video. The designers will have to be consulted. The designers will provide suitable references at the appropriate stages.
- IV. Final Hindi and English scripts will be created based on the approved content document.
- V. A strong production design team to be a part of the Video Content
- VI. Submissions to be made at every stage. All submissions to be submitted in soft copies with editable files.
- VII. Creating the content i/c videography / chroma shooting/ mapping etc as per concept. Prepare and show illustrations sketches renders at different stages for better understanding of the client/MDDA.
- VIII. Creating illustrations, patterns etc. especially for the movie special VFX will also be created for the content.
- IX. For 2D/3D/Live Shoot content producer, all approvals after preproduction will be in the format of Maya.mov or similar, and stills in Targa or similar. No proprietary software will be accepted. If the bidder wishes to provide any other file then he shall be liable to provide a licenses software as well.
- X. For various scenes the expected final output in many cases is a combination of various components, skills and scopes based on the final script to be developed based on the approved content document.
- XI. Archival images/footage that needs to be used as content shall be acquired on behalf of the client by the video content producer. The rates are inclusive of that.
- XII. Certain sequence in the video to contain either acquired or restored content which maybe either digitally created through VFS or live action.
- XIII. Based on schedules number of visits and durations of each visit should be established.

- XIV. The Video Content Producer shall provide an undertaking to that he/she shall arrange / provide / procure the most appropriate equipment required to produce the content.
- XV. All the final files should be handed over to the client so that they can reuse and edit as per their requirement at a later stage.
- XVI. The bidder has to ensure that the submissions made are understood by the client for which the bidder will use various mediums like sketches, renders, walkthroughs, sample videos etc. He may have to provide sample projection mapping on site for approval with help of its SI.
- XVII. Following milestones are identified as part of the work to be executed by the vendor. These milestones include content creation, Scope of work and deliverables by the Vendor. They also include the responsibilities assigned to the vendor.
- i. Fully understand the design concept provided by the consultant with all reference, design brief as provided including subsequent relevant research for preparation of the full and final film brief to be executed- and integrated into the galleries.
 - ii. Research, Travel and gathering of Subject content for all the reference data and shooting at the real locations is the responsibility of the Vendor.
 - iii. Vendor shall have to visit some locations, along with representative/es of client, of the actual site in order to understand the event better. If reaching to the places is not possible then the Vendor shall gather references and images from the internet and from the client.
 - iv. Vendor would have to plan travel to the locations at his own cost and arrange all conveniences accordingly. The client would be able arrange reasonable access to restricted locations as can be possible.
 - v. Content gathered by Vendor would be shown to the client and the idea would be brainstormed. The content would be revised if required for approval by the Client.
 - vi. Collection of Archival images, video footages, text and related documents from archives, with necessary copyrights.
 - vii. Contractor shall maintain and present photographic documentation of proposed shooting locations.
 - viii. Illustration of scenes / Mood board / Screen play
 - ix. The contractor shall prepare the overall story/ content based on the design brief provided and research work covering site visit, relevant text, images, archival videos. Preparation of mood board /storyboard, and illustration of every scene,

accurately portraying and conveying the subjects covered and precisely explaining each and every character and the scene and in consonance with dioramas, including clear identification of scope of animation, requirements for special photographs, artwork, and photo-rights. Prepare preliminary production schedule and timing breakout to show total time of the various audio and visual elements.

- x. The video content should match with the background of the diorama in terms of colour combination etc.
- xi. There should be consistency in terms of the predetermined style and colour palette for each gallery, across all mediums (film, illustrations, mannequins etc.). The designer should be consulted to ensure that uniformity of style and colour palette is maintained for each gallery. The vendor should provide suitable references at appropriate stages.
- xii. Approval of Illustration/ content
- xiii. Contractor shall get the illustration/ content approved from MDDA and do the improvements or rework the same as required by the design consultant and MDDA.
- xiv. 4 Recreation / restoration of archival videos and animation
- xv. After approval of content/illustration from client, recreation / restoration of archival videos shall be done using requisite software.
- xvi. 5 Preproduction work and approval:-
- xvii. Pre-production meeting #1; initial pre-production document to be shared with fully developed mood board, concept notes, locations recce'd and precise references for costumes art, props etc.
- xviii. Show and tell: allocate a week / 5 days to show the design consultant team final locations, talent in costume, props and materials to be used for the shoot.
- xix. Script reading session: show and tell ends with a day of all film crew and consultant design team assembled for reading through / run through of each script with notes. Release final locked and approved director's storyboard.
- xx. Create animation with scratch sound and music, key frame animation.
- xxi. Sample s/tests of VFX for approvals.
- xxii. Detailed schedule with timely deliveries of work in progress video files.
- xxiii. One still image of the final composited shot of each scene with VFX.

xxiv. Production work :-

- a) Preview rushes to tally with presented directors storyboards
- b) Grading and colour correction.
- c) 2D or 3D/ texture mapping integration + online.
- d) 3D modelling and texturing of all assets in accordance with approved preproduction design.
- e) Final animation with synched scratch sound and voices and VFX.
- f) Rigging and calisthenics of all assets.
- g) Onsite integration of films on to screens, with visual effects (VFX) and 2D animation as well as programming software and devices.

Submission of 2 external/portable hard drives with rough edit files, approved rushes, final output files converted and in all versions.

FOR ALL STAGES FINAL CREATIVE CONTROL IS WITH MDDA.

D) AUDIO VISUAL EQUIPMENT (SITC)

Create the complete show and assure that the show is functional at required timings. It should be easily be controlled with an app on an android or ios device to be provided by the vendor.

A. Provide materials, labour and equipment including but not limited to:

- I. The delivery, unloading, setting in place, fastening to walls, floors, ceilings, counters or other structures where required.
- II. Provide low voltage power and AV signal cable as per drawings as required to deliver a fully functional system.
- III. Final terminations, dressing, and testing of all Cabling inclusive of cables pulled by others.
- IV. Interconnecting wiring of the system components and equipment alignment and adjustment.
- V. All other work whether or not expressly specified herein and on the drawings to Provide complete operational turnkey systems.
- VI. To work alongside with the creative and producers team to upload all content and align the system to the content.

These specifications and the drawings do not necessarily indicate every single component part of each system. It is the responsibility of the Agency to engineer each system and its interconnection in order to provide, furnish, and Install completely operational turnkey systems. No error or omission herein or on any related Construction Documents shall relieve the Contractor from this responsibility to do so.

B. Install all equipment to industry safety and ergonomic standards and provide full engineering technical support throughout the installation process.

- C. The Agency shall study the drawings and familiarize himself with the work of the entire project scope. The work of this section shall be carefully organized and programmed so that its progress shall be concurrent with the work of all other trades and so that the work shall proceed as expeditiously as possible.
- 1) The Agency shall be responsible for the correct placing of the Work of this section, equipment to fit into the structure as built, and attachment of equipment to the work of all other trades and Owner furnished equipment and facilities.
 - 2) It shall be the responsibility of the Agency to coordinate with those performing related work and to interface other systems with the Work of this section. The Agency shall ensure that the work by others shall integrate properly with the Work of this section and that all such work collectively complies with all requirements as specified herein.
 - i) Coordination shall include providing timely submittal and field coordination of mounting requirements, dimensions, and any other information required by other trades.
 - ii) Maintain constant communications with all designated personnel of the agency and attend all construction meetings as requested by the MDDA.
 - 3) The agency shall generate typical work flow charts with written detailed description for the complete installation and wiring of the system with typical connectivity diagrams. These shall be submitted with the tender.
 - i) The Agency can use the drawings submitted with the tender as his base drawing to submit the work flow charts and the typical connectivity diagrams.
 - ii) The positions marked of all equipment are not final and is subject to change as the case may be.
 - iii) This is to represent to the client that the contractor has understood all the requirements technically and to convince the client of the same. The above is the minimum requirements to be submitted with the tender. If the contractor wants he can submit more documents to show his understanding of the project.
 - iv) The Contractor shall provide Schedules and Diagrams for the onsite installation and wiring and shall provide on-going supervision and coordination with civil agency during the implementation phase.
 - v) The agency shall provide pre-printed wire labels numerically organized for signal type and cable count according to the engineering documentation and shop drawings.

D. System Interconnections

- i) The functional interconnections of the control, and video systems shall comply with the manufacturer's system installation guidelines industry standard practices, and as specified herein
- ii) The Agency shall provide all interconnection cable, connectors, terminal strips, wire way, flexible conduit, raceways, etc., to facilitate the audio visual systems as detailed within these specifications and drawings.
- iii) Contractor shall provide all custom connector panels required
- iv) The Contractor shall provide all brackets and mounts for the connection of the AV Equipment.

- E. The Agency shall be fully responsible for the coordination of the control system & custom programming. Further, the Agency shall be responsible for coordinating the onsite programming, software de-bugging, and revising custom screens after initial use.

- F.** The Agency shall be fully responsible for uploading content to the Digital Video Servers. This may require copying files from the CD / DVD / HD supplied by the Media Producers. This includes providing compression, pixel sizes & other specifications to the Media Producers for recommended bit rate, etc. so the files are compatible with the specifications of the player.
- G.** The Agency shall be responsible for the comprehensive adjustment of the systems as specified herein and shall provide all test equipment for the system checkout and acceptance tests. Agency shall provide on-the-job training in systems operation and maintenance to Owner designated personnel.
- H.** Adjust and balance all circuits as specified herein. Set all controls and software parameters to render fully and optimally operating systems and sub systems.
- I.** All computer controlled functions shall require complete audio/ computer/ software setup, balancing, label entry and documentation.
- J.** The scope of work for the Audio-Video Technology Equipment, Lighting & Electrical Contractor shall include materials, labour, and equipment but will not be limited to the following:
1. The delivery, unloading, setting in place, fastening to walls, floors, ceilings, counters or other structures where required.
 2. Provide low voltage Power and AV Signal cables as per drawings (prepared by contractor) as required to deliver a fully functional system.
 3. Final terminations, dressing, and testing of all cabling inclusive of cables pulled by others,
 4. Interconnecting wiring of the system components and equipment alignment and adjustment.
 5. All other work whether expressly specified herein and on the drawings to provide complete operational turnkey systems.
 6. To work in coordination with the Design Consultant and Audio-video Content Producers' teams to upload all content, align the system and devices to the content, and program all AV and Lighting components to synchronize with the approved script and the design intent.
 7. These specifications and the drawings do not necessarily indicate every single component part of each system. It is the responsibility of the A Technology Equipment, Lighting & Electrical Contractor to engineer each system and its interconnection in order to provide, furnish, and install completely operational turnkey systems. No error or omission herein or in any related Construction Documents shall relieve the Contractor from this responsibility to do so.
 8. Install all equipment to industry safety and ergonomic standards and provide full engineering and technical support throughout the installation process.
 9. The contractor shall study the drawings and familiarize himself with the work of the entire project scope. The work of this section shall be carefully organized and programmed so that its progress shall be concurrent with the work of all other contractors and so that the work can proceed as expeditiously as possible.

10. The Contractor shall be responsible for the correct placing of the work of this section. Equipment to fit into the structure as built, and attachment of equipment to the work of all other contractors and client furnished equipment and facilities.
11. It shall be the responsibility of the Contractor to coordinate with those performing related work and to interface other systems with the work of this section. The Contractor shall ensure that the work by others shall integrate properly with the work of this section and that all such work collectively complies with all requirements as specified herein.
12. Coordination shall include providing timely submission and field coordination of mounting requirements, dimensions, and any other information required by other contractors.
13. Maintain constant communications with all designated Personnel of the client and designer consultant and attend all meetings as requested by them.
14. The Contractor shall generate typical work flow charts with written detailed description for the complete installation and wiring of the system with typical connectivity diagrams. This shall be submitted with the tender.
15. The Contractor can use the drawings submitted with the tender as his base drawing to submit the work flow charts and the typical connectivity diagrams. The positions marked of all equipment are not final and is subject to change as and when necessary during actual installation.
16. The Contractor shall be required to provide certification or their knowledge of the products in regard to installation and programming, training and agreements of technical support by the OEMs or authorized distributors in India throughout the installation process until completion of the works at their cost.
17. Whenever required, the Contractor must represent to the client that they have understood all the requirements technically and to convince the client of the same.
18. The Contractor shall provide Schedules and Diagrams for the onsite installation and wiring and shall provide ongoing supervision and coordination during the installation, testing, integration, programming and commissioning stages.
19. The Contractor shall provide weather-proof pre-printed wiring labels correctly coded, numerically organized for signal type, cable count and end-to-end connectivity according to the engineering documentation and shop drawings.

System Interconnections

- * The functional interconnections of the control, audio and video systems shall comply with the manufacturers' system installation guidelines, industry-standard practices, and as specified herein
- * The AV Technology Equipment, Lighting & Electrical Contractor shall provide all interconnection cable, connectors, terminal strips, wire way, flexible conduit, raceways, etc., to facilitate the audio-visual systems as detailed in the given specifications and drawings.
- * The Contractor shall provide all custom connector panels as required
- * The Contractor shall provide and install all brackets and mounts for the proper installation of the AV equipment
- * The Contractor shall be fully responsible for the coordination of the control system and custom programming. Further, the Contractor shall be responsible for coordinating the on-site programming, software debugging, and revising custom settings after initial use.

- * The Contractor shall be fully responsible for uploading content to the Digital Media Servers. This may require copying files from the CD/DVD/HDD supplied by the Media Content Producers. This includes providing compression, pixel sizes and other specifications to the Media Content Producers for recommended bit rate, resolutions, etc. so that the files are compatible with the specifications of the media player.
- * The Contractor shall be responsible for the comprehensive adjustment of the systems as specified herein and shall provide all test equipment for the system checkout and acceptance tests as per OEM and industry- specific standards.
- * Adjust and balance all circuits as specified herein. Set all controls as software parameters to render fully and optimally operating systems and subsystems. All computer controlled functions shall require complete audio-video/computer/software setup. balancing. label-entry, programming and documentation.
- * The Contractor shall provide on-the-job training in systems operation, management and maintenance to Client designated personnel.
- * The AV Technology Equipment, Lighting & Electrical Contractor shall provide a printed SOP (standard Operating Procedures) Manual in 2 bound copies. These shall contain the following:
 - safe and correct operating and management procedures of all equipment installed by them and as indicated by the OEMs;
 - As-built technical drawings of all equipment as installed on site, including wiring, cabling and connections done, properly labelled, coded with colours and legend explaining the same. This should include pictorial representations of the same.
 - Copies of valid Guarantee and Warranty certification provided by the OEMs and/or distributors of the equipment, cables/wires, connectors installed
 - OEM provided technical data / cut sheets giving details and specifications of all equipment and wiring installed.
 - Troubleshooting solutions for emergency and urgent requirements
 - Safe and correct maintenance methods and management
 - Contact names, valid mobile numbers and email IDs of service personnel of each OEM equipment installed

Lighting & Electrical shall include but will not be limited to the following:

a) SERVICES

- * Supply. installation. testing, Integration. programming and commissioning of lighting & Electrical equipment and utilization of some lights as supplied by the client.
- * Installation of the same as per the design
- * Integration, Adaptation and Programming
- * Testing & Commissioning all Equipment
- * Training of Operators
- * Maintenance and Support of the installation as agreed upon
- * Technical and troubleshooting presence during the first 2 weeks of full operation
- * Enforcement of Manufacturers warranties

b) EXPECTED OUTPUTS

Installation and Commissioning of a fully integrated lighting and Electrical system, which will include technologies like LED Lighting Fibre Optic lights. Theatre lighting, DMX

Controls, Dimmer Packs. Programming of DMX control boards. all Electricals and Signal cabling related to the equipment to be Installed.

- * The contractor will also have to provide electrical systems to the AV part of the design. The electrical systems have to be approved and of ISI/ISO standards
- * The contractor will have to provide the equipment as per the tender and install the same as per the architectural plans and design intent.
- * The Contractor will have to work In conjunction with Design consultant team to ensure that the lighting is programmed as per the look and feel desired
- * The contractor will have to provide training for the designated staff of the Client in the operations and management of the equipment.
- * The competent staff of the contractor should be on site for a minimum period of 2 weeks after the opening to see that all equipment are working flawlessly.
- * The contractor will have to provide a minimum amount of spares as a part of their contract and enforce the manufacturers warranties.

NOTE:- The entire scope of work to be carried out by the agency and nothing will be provided by MDDA including all arrangements for the successful completion of the job as per the bill of quantities(BOQ) shall be made by the bidder to the satisfaction of MDDA.

SUBMITTALS

The A/V Contractor shall submit to the consultant at least two full sets of pre-construction submittals as described in this section unless instructed otherwise by the construction manager or general contractor.

A. Conduit and Cabling Submittals

Submit for approval all cable pull schedules and/or run sheets prior to cable installation. Documentation of the entire conduit and cabling installation shall be fully performed to construction documentation standards and as specified herein.

B. System Design Submittals

Prior to fabrication the Contractor shall submit for approval, all designs pertaining to the systems. These designs include, but are not limited to, the following:

1. Complete system construction and point to point wiring schematic drawings, including all component values and showing complete letter and number identification of all wire and cables as well as jacks, terminals and connectors. Drawings also shall show constructional details, layouts of all equipment, racks and control room occupied spaces, fully dimensioned of all specially manufactured with schematic wirings items and wiring diagram including diagrams of small.
2. All cut sheets related to equipment and components Supplied.
3. All panels, plates, and designation strips, including details relating to terminology, engraving, finish, and colour.
4. All brackets. Hangers, consoles, tables, carts, support bases, and shelves
5. Schematic drawings of all custom components, assemblies, and circuitry
6. All equipment modifications
7. Patch-panel assignment layout drawings
8. Front mechanical drawings of each equipment rack

9. All items of equipment whether a stock manufactured item or custom built shall be supported by complete and detailed schematic drawings and replacement parts lists. No “black boxes” or unidentified components shall be acceptable.

C. Equipment Substitution Submittals When submitting a request for substitution or deviation, include:

Descriptions of the total foreseeable effect of the substitution or deviation upon the design of the Project and agree to be directly responsible for any resultant extra costs.

Note: Materials and equipment proposed as being in compliance with or in deviation from specified standards or as a substitute for specified items shall deviation from specified be indicated as soon as possible. Upon receiving disapproval for any item, the list for approval and thereafter continue of.

D. Work Progress Schedule

Provide week-by-week Work Progress schedules keyed to personnel, vendors, and tasks as specified herein and provide updates as requested by the Engineer in Charge of MDDA.

E. Close out Documents

At the completion of the installation, the Agency shall provide the following items, and submit at least four full sets of each to MDDA.

The following list shall define “Close out Documents”.

NO OWNER OR END USER SHALL SIGN OFF ON ANY SYSTEM OR SUBMIT FINAL PAYMENT TO ANY CONTRACTOR WHO HAS NOT DELIVERED THESE ITEMS

- a) Equipment manufacturer’s operation and maintenance manuals for each piece of equipment, bound in a three ring binder. Include any “as modified” drawings pertaining to any equipment that has been modified by the contractor
- b) A full set of “As Built” or “As Installed” drawings showing all final connections and field wiring numbers
- c) A simple block drawing with the addition of all input and output circuit cable and terminal block numbers as well as all jack field circuit I.D. designations. A copy of this drawing shall be framed in Protective plastic and mounted on the inner surface of the equipment rack door
- d) System Operation and Maintenance Manual - The Agency shall produce this manual specifically for the systems detailed herein. The “Operation “section shall describe in detail, all typical procedures necessary to activate each system to provide for the functional requirements as listed under the Specifications.

The reader of this manual shall be assumed to be technically competent, but unfamiliar with this particular facility.

The “Maintenance” section shall provide a recommended maintenance schedule with reference to the applicable pages in the manufacturer’s maintenance manuals, where the manufacturer information, provides inadequate the agency shall provide the

information necessary for proper maintenance. In addition to the core detailed system operation and maintenance manual, prepare a more simplified “Quick Start” or “Executive Summary” version that shall consist of no more than one 8½ by 11 inch sheet describing the most basic functions.

Laminated copies of this instruction sheet should be located for easy access by the user.

- e) Electronic Submittals – The AVC shall supply all System Operation manuals, Operational and Maintenance Instructions, As-Built Drawings and Documentation, Crestron & DSP Processor Source Code (uncompiled) and Settings as Microsoft Word or PDF data files published on CD-ROM.

F. Guarantees, Maintenance & Defects

a) Maintenance

Defect Liability Period or Guarantee of 2 years including 3 (three) years of operations and maintenance also. The Contractor shall Operate and maintain the Works for a period of 3 (three) years reckoned from the certified date of completion of the Works. Including training the operations and maintenance of project to the officials of client and agency to which handover is to be given after the end of specified period.

b) Defects

The Contractor shall make good, at his own cost, and to the satisfaction of the MDDA all defects, shrinkage, settlement or other faults, arising in the opinion of MDDA from work or materials not being in accordance with the Drawings or Specifications or Schedule of Quantities or the instructions of the MDDA, which may appear within defect liability period after completion of work, excepting specialist items such as waterproofing, anti-termite treatment etc. which shall call for longer guarantee periods.

The Contractor shall maintain staff and labour at site throughout the defects liability period and to all the defects as noticed by the team appointed by the contractor or as brought to its notice, immediately. Cause of defect shall be strictly identified and restoration shall establish the fact that such defects would not recur. Such defect restoration is to a degree and level of the specification as the original exhibit had.

c) Rectification of Defects/ Repairs

If it becomes necessary for the Contractor to replace or renew any defective portions of the plant or installation under this clause, the provisions of this clause shall apply to the portions of the plant/installation so replaced or renewed until the expiration of 24 months from the date of such replacements or renewals beyond the defect liability period.

d) Guarantee:

- i) Besides guarantees as specified by the OEM, the Contractor shall guarantee the work in general for **3 years, at least**, as noted in the General Conditions.

- ii) All required guarantees shall be submitted to the MDDA by the Contractor when requesting Certification of accounts for payment by MDDA.
 - iii) All required guarantees shall be submitted to the MDDA in the forms given as a prerequisite to acceptance and payment.
- e) Samples & Shop Drawings:
- After the award of the Contract, the Contractor shall furnish for the approval of the MDDA samples and shop drawings, flow-charts for system integration, templates for kiosks and interactive tables and all the equipment that are to be installed. Samples shall be delivered as directed by the MDDA. No extra payment is due to the Contractor for preparation of any samples. A schedule giving dates for the submission of samples shall be included in the time schedule. Unless specifically authorized, all samples must be submitted for approval at least ten days prior to commencement of work at site.
- f) Guarantee Certificate
- a) The Contract shall not be considered as completed until Guarantee period shall have expired. The Guarantee Certificate stating that the works have been completed and maintained to the fullest satisfaction of MDDA and that all the defects notified had been rectified, shall be given by MDDA within one month of the expiry of the Guarantee period/Maintenance period whichever comes later, and if different Guarantee periods shall become applicable to different parts of the works, the expiry, of the last such period, or as soon thereafter as any work ordered to be rectified during such period shall be taken as the date for such certificates. Provided that in the case of fraud, concealment or fraudulent concealment relating to the works or materials or to any matter dealt within any certificate, the Guarantee certificate shall not be conclusive evidence as to its sufficiency.
 - b) The Contractor shall properly design scaffolding, temporary access, ladders, ramps and hoisting arrangements, cranes etc. as applicable, to ensure safety of workmen as well as Works. All scaffolds, ladders and other safety devices shall be maintained in safe conditions.
 - c) All necessary personal safety equipment shall be kept available for the use of the persons employed on the Site and maintained in a condition for immediate use. The Contractor shall take adequate steps to ensure proper use of equipment by those concerned.
 - d) Adequate precautions shall be taken to prevent danger from electrical equipment.
 - e) All consequences, damages or losses arising by reasons of any violation of the safety requirement shall be met by the Contractor. The Contractor shall be bound to pay compensation to the persons for the injuries sustained or death owing to neglect of the safety precautions, IF any claim proceedings be filed against the MDDA. The Contractor hereby agrees to indemnify MDDA/ Employer against the same.
 - f) Trial Operations, Handing Over, Completion Certificate
 - a) On completion of the installation and before its start up. Each item of the

equipment shall be inspected by MDDA jointly for the correctness and completeness of the installation. Thereafter Contractors commissioning/start-up MDDA shall carry out all pre-commissioning tests as specified; the relevant Indian Standards. Results of pre-commissioning tests shall be signed jointly by the Contractors Representative and MDDA

- b) Should the continuous operation of the installation during the trial operation be interrupted due to either difficulty with the installation, or otherwise then the trial operation shall run again for the period agreed.
 - c) The Contractor shall ensure that all technical requirements of installation inclusive of all sub-systems are compiled well before performance tests are carried out
- g) Performance Tests
- a) Performance tests shall be then conducted at Site, by the Contractor in the presence of MDDA to determine compliance of every exhibit with the specified performance.
 - b) The guaranteed performance rating of each exhibit shall be proved by the Contractor during the performance tests. Should the results of these tests show any decrease from the guaranteed values, the Contractor shall modify the exhibits as required to meet the guarantees. In such cases, performance test shall be repeated within fifteen days from the date the exhibit is ready for re-test and all cost of modifications including labour, materials and the cost of re-testing to prove that the exhibit meets the guarantees, shall be borne by the Contractor.
- h) Final Acceptance/ Completion Certificate
- a) Only after the demonstration of the integrated operation, trial run and approval of satisfactory performance tests and necessary documentation and information furnished as per the Contract, shall the MDDA issue the completion certificate to the Contractor.
 - b) Minor defects:
Which do not affect the safe Operation of the exhibit at the rated capacity, if accepted by MDDA shall not be considered as reason for the installation being not ready for handing over. These defects will be notified to the Contractor and will be rectified by the Contractor in a mutually agreed schedule.
 - c) All equipment, tools and tackles and any special instruments required, for conducting pre-commissioning and performance tests shall be provided by the Contractor at his cost.
- i) Uses Before Completion Certificate
- a) If by reason of any default on the part of the Contractor, a completion certificate has not been issued in respect of every portion of the Works as

mentioned in Clause above within one month after the time for completion or extended time as the case may be, the Client shall be at liberty to use the Works or any portion thereof in respect, of which a completion certificate has not been issued, provided that works or the portion so used as aforesaid shall be reasonably capable of being used and that the Contractor shall be afforded the earliest opportunity of taking such steps as may be necessary to permit the issue of the certificate of completion.

- b) The Client shall be at liberty from time to time or at any time before the completion of the Works to take possession of and use any part of the Site or uncompleted Works and in such a case the Contractor shall completely finish the said incomplete parts of the works as and when MDDA shall direct whether before or after the respective prescribed time or extended time or times (if any) for the completion of the Works and if required by the MDDA while to take possession of the said part or parts of the Site or Works.
- j) Final Performance & Guarantee Test
- a) The final test, as the performance and guarantee test, shall be conducted at Site by the Client. The Contractor's commissioning and start-up Engineer-in-charges shall make the unit ready for such tests and assist the MDDA in conducting such tests. Such test will be commenced within a period mutually agreed upon after the successful completion of trial operations.
 - b) These tests shall be binding on both the parties of the Contract to determine compliance of exhibit with the performance guarantee.
 - c) All the special instruments which will require proper calibration, any special equipment, tools and tackles including special instruments before conducting such performance and guarantee tests shall be provided by the Contractor free of cost.
 - d) The guarantee performance figures of the exhibit shall be proved by the Contractor during these performances and guarantee tests. Should the results of these tests show any decrease for the guaranteed value the Contractor shall modify the equipment of exhibits as required to enable it to meet the guarantees. In such cases, performance and guarantee test shall be repeated within one month, from the date the equipment is ready for re-test and all costs for modifications including labour, materials and the cost of additional testing to prove that the equipment meets the guarantee, shall be borne by the Contractor.

3.3 SCOPE OF WORK FOR CIVIL, HORTICULTURE, LANDSCAPING AND ELECTRICAL WORK

Brief of the Works to be carried out by the Contractor are given below:

- i) **Site Survey & Soil Investigation:-** All site survey and soil investigation works including but not limited to topographic survey, geo-technical investigations (soil testing) of the Project Site for construction, Water survey etc. For garden design purpose Contractor shall also take soil samples and have them analysed for nutrient levels and required amendments.

- ii) **Preparation of Design & Drawings:-** All works including but not limited to preparation of detailed engineering Design and Drawings shall be prepared to fulfil the Project Requirements as per the provisions and duly vetted by the Proof checking agency (institutions like IIT, NIT etc) and shall get approval from the engineer-in-charge OF MDDA.
- iii) **Horticulture and Landscaping:-** The proposed garden with wide range of trees, plants and flora with their botanical names found in the region. All works relating to development and maintaining of horticulture and landscaping with tree, plants, shrubs, lawns, etc. in the Project premises to develop as world class garden. Cleaning out the unused material, construction debris (bricks, concrete lumps etc) from the planting locations, replacing the top soil (if required) with good earth for plantation. Doing various activities like Trenching, excavation, ploughing, digging holes, supplying, mixing and spreading good earth (if required), manure, sludge, fertilizers, insecticides and pesticides. Providing pot plants at various locations. Uprooting weeds and its disposal, Periodical watering and Cutting of plants to required shape with scissors etc. Supplying and spraying of pesticide and insecticides etc whenever necessary. Landscaping (inside and outside) to provide an beautiful and aesthetically pleasing view, etc. any other works as may be required to be carried out in order to complete the Project Requirements.

The scope of work for Landscape and Associated Works consists of the following, the details of which shall be read in conjunction with the drawings and specifications provided with this contract:

- i. Procurement and supply of plants, grass as per list and specifications to be approved by MDDA, including delivery to on-site nursery and/or worksite
- ii. Procurement and supply of good earth, sludge, manure, etc. as per specification or as directed by site supervisor/landscape architect/Engineer in Charge
- iii. Setting up of On-site Nursery including all associated works of levelling, site clearing, construction and maintenance of nursery plots. Making good and handing over of the On-site nursery to the MDDA after completion of the maintenance period.
- iv. Excavation and backfilling of planting pits/ beds for trees, palms, shrubs, ground covers, accents, landscape sites and turf.
- v. All clearance works, which include removal of debris, contaminated soil and disposal of waste material outside the Site.
- vi. Planting and all other associated works as per technical specifications including preparation of planting locations and preparing 'saucers' for watering, adding soil after settlement, etc.
- vii. All staking, guying, wrapping, tying and any other required techniques of trees and palms as per attached specifications or as required at the time of implementation.
- viii. Installing of temporary barricading for protection of landscape sites during and after implementation.

- ix. Watering all plants and landscape sites with their own water tankers to ensure that all plants have optimum water during and after implementation.
- x. Maintenance of Plants and associated works during the period of execution and performance of works upto the issuance of the Completion Certificate and for 36 months after the issuance of Completion Certificate, including, but not limited to, watering, manuring, pest control, cutting, trimming, pruning and replacing dead and dying plants.
- xi. Please note that the Contractor agency shall make his own arrangement for provision of water/ electricity for the execution of Works.
- xii. All hard landscape works including, toe walls, edging etc. shall be the executed by the contractor agency.
- xiii. The contractor must be aware of general and specific site conditions, topography and any existing landscape prior to commencement of any landscape works on site.

iv) Civil Works:-

All civil works including but not limited to earth works, foundation & works, structural works, earth filling works, disposal of excess soil, transportation of construction as well surplus materials, anti-termite treatment works, water proofing treatment works, RCC works, centring & shuttering works, roof works, plastering works of walls and ceiling, white cement based putty works on walls, POP works, false ceiling works, flooring works, finishing works of exterior and interior wall, door & window frames and shutters, cladding works, expansion joint and its treatment, rain water harvesting structures, parking with adequate lighting, porch at all entrances, staircase railing, steel railing, guard room, underground water tank, indoor and outdoor signages, hardscaping& landscaping, garden, temperate house, waterfall, water channels, walkways, etc and any other works as may be required to be carried out in order to complete the Project Requirements.

v) Sanitary, Water Supply & Irrigation Works:-

All sanitary, water supply and irrigation works including but not limited to plumbing & laying of pipes including connection to vertical stack/ main lines and to all sanitary fixtures, sanitary fixtures & fittings (e.g. water closet, lavatory pans, urinals, wash basin, shower rose, mirror, soap dispenser, towel ring, towel rails, toilet paper holder, multi point hooks, towel racks, etc.), toilets for differentially abled, flooring and dado in toilets & washrooms, chromium plated (C.P.) fittings works, water tanks, sump tank, arrangement for hot and cold water, etc and any other works as may be required to be carried out in order to complete the Project Requirements.

vi) Drainage Works:-

All drainage works including but not limited to sewerage/storm water drainage works, earth works for excavation, disposal, backfilling and compaction, pipe lines, manholes, catch basins and connections to rain water harvesting, sump tank, connection to existing sewerage network/nallah available in the area, etc and any other works as may be required to be carried out in order to complete the Project Requirements.

vii) Electrical & Mechanical Works: -

All electrical works including but not limited to conduit fitting works, wiring works for lights and convenience socket outs, LAN wiring etc. in concealed/surface conduit/raceways, main panel board works, wiring for telephone outlets, sub main wiring, conducting for voltage system, electrical & lighting fixtures installations viz. switches, modular electric board plates, plug & sockets, outlet boxes, Led lights, tube lights, panels, transformers, sub-station works, LT distribution works, installation of flood light luminaries of required LUX level for illumination in park, mechanical works, CCTV wiring, audio sound wiring etc. and any other works as may be required to be carried out in order to complete the Project Requirements.

General Electrical Works and External Illumination Works:-

The scope of Electrical work for above shall include but not limited to:-

- Incomer supply system.
- General Electrical installation works including Fixtures & Fans i/c DB, raising mains, lightning conductor, luminaries & earthing.
- External Illumination & Security Lights.

viii) Internal Road and Pathways:-

All works relating to development of internal road and pathways in and around proposed garden.

ix) Landscaping lighting:- The design will follow correct lightning design combination of highlighting, shadowing, silhouetting, moonlighting, wall washing with appropriate low and high voltage fixtures preferably energy efficient LED lightning.

x) Signages:-

The Contractor shall provide signages, of ultra violet printing informatory signboard made out of 4 mm thick aluminium composite panel (ACP) of various sizes supported by steel pipes so as to facilitate necessary information to the visitors regarding garden areas, amenities and their location. The signage would be provided separately for Information Signs, Facility Signs, and Other Signs.

xi) Garden Sculptures:-

Design, fabrication and installation of permanent public artworks as per the theme of the park. The contractor shall obtain such design and comparative cost for approval of client.

Any other Works as may be required for implementation of the Project and on direction of Engineer-in-charge.

4. Structural Specification :

4.1 All structures should be designed considering Seismic Zone No-V as per IS code. It is the contractor's responsibility to perform soil investigation to check the foundation design. In no case, under designing and over –design of foundation shall be entertained.

The following BIS codes will be referred while carrying out the design:-

- i. IS : 1893-2002 Criteria for earth quake resistant design of structure –Pt I General Provision & building
- ii. IS: 13920-2002 Ductile detailing of RC structure subjected to Seismic Forces –Code of practice
- iii. IS 4326-1993 Earthquake Resistant Design and Construction of Buildings
- iv. IS 456-2000 code of practice for plain & reinforced concrete
- v. IS 875 code of practice for designed loads (Other than earthquake) for buildings and structures.

Part I : 1987 – Dead Loads – unit weights of building materials and stored materials.

Part 2 : 1987 – Imposed loads

Part 3 : 1987 – Wind loads

All the Works shall be executed as per the Design & Drawings prepared by the contractor and as approved by the Engineer-in-charge, in accordance with the Specification and Standards mentioned herein below and conforming to the State PWD Specification, National Building Code (NBC), Bureau of Indian Standard (BIS) Codes, Guidelines and Space Standards for Barrier Free Built Environment for Disabled and Elderly Persons issued by CPWD and in accordance with the provisions of the Contract Agreement, and approved by the Engineer-in-charge after incorporating feedback/changes suggested by the Engineer-in-charge.

5. In case Specification and Standards contained in this document do not cover any particular item of Works the Contractor, with prior approval of the Engineer-in-charge, shall adopt the Specification and Standards, in order of priority, mentioned in the documents listed below:

- a) Uttarakhand PWD Specification
- b) CPWD Specifications
- c) Relevant BIS Codes
- d) Manufacturer's specifications

In case specifications are not available in any of the documents as stated herein above,

Then the Engineer-in-charge may take appropriate decision in this respect which shall be final and binding on the Contractor.

6. Sanitary Installation:

- a) Providing and fixing high end quality make wall hung type water closet back inlet 'P' trap, cast iron chair type brackets with CP bolts and white cover, high end quality make CP concealed type 32mm Dia. flush valve, CP elbow, wall flange, making necessary connections to GI Flush/inlet pipes etc. Fixing the WC pan over rubber padding recessed by nut, bolts, making joints in putty of white zinc, including cutting the wall and making good the same.
- b) Providing and fixing CPVC pipes including all fittings such as bends, tees, single or double Y with or without access including saddle supports, clamps, fixtures with lead caulked joints etc. complete.
- c) Providing and fixing bib cock, stop cock/angle valves etc of standard design, high end quality make as approved by the Engineer-in Charge.

7. Water Supply installation:

- a) Supplying & fixing, cutting, treading, laying and jointing under Ground, CPVC pipes of approved make & ISI brand of required dia with specials such as tees, bends, elbows, couplings, unions, etc. including excavation, back filing, testing the lines to 10.54 Kgs/sqcm pressure as approved by Engineer-in-charge / consultant etc. complete.
- b) Supplying & fixing, cutting threading, laying jointing on wall, CPVC of approved make & ISI brand of required diameter with specials such as tees, bends, elbows, coupling, unions, etc. including drilling or making of holes in RCC/brick wall, making good all cuttings using cement mortar, and testing the lines to 10.54 kgs/sq.cm pressure as approved by Engineer-in-charge consultant etc. complete.
- c) Providing and fixing white vitreous high end quality make urinal of 580X 380X350 with automatic flushing sensor of high end quality make with fittings, CI or MS brackets fixtures, standard size CP brass flush pipe spreaders with unions and clams (all in CP brass) 32 mm dia GI concealed waste pipe including painting of fittings and brackets, cutting and making good the walls and floors wherever required and providing a bye pass net work of GI 15 mm dia inlet pipes to bypass the sensor arrangement , including 18mm thick granite stone slab partition both side polished , edge moulded of size 1050mm x 600mm deep fixed with cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 stone aggregate 6mm nominal size) and finished smooth etc. complete.
- d) Providing and fixing under type oval shaped white vitreous high end quality make wash basin of size 550 mm X 400 mm with C.I. /MS brackets , 15 mm CP brass high end quality make system sensor operated pillar taps 32 mm C.P bottle trap, CP brass waste coupling and making good the walls wherever required . Further including 18mm thick granite counter slab supported on 32mm thick vertical sandwich and horizontal kaddapa stone slabs, fixed in cement mortar including granite facia with moulding and oval cutting. Also providing a bye pass network of GI 15mm dia inlet pipes to bypass the sensor arrangement etc. complete.
- e) Providing and fixing 100x75 mm dia CI nahani tap with lead caulked joint and 100 mm dia stainless grating.
- f) Providing and fixing bevelled edge mirror of superior glass mounted on decorative teak wood frames and 6mm thick water roof century ply board base fixed to wooden cleats with CP brass screws and washers complete.

- g) Providing and fixing of best quality soap dish fixed on wall complete (In shower room, wash basins)
- h) Providing and fixing CP brass paper holder of approved design and shade including all fixtures, etc. complete (WC)
- i) Providing and fixing CP brass towel rod dish of approved design and shade including all fixtures, etc. complete.
- j) Providing and fixing screwed high end quality make brass ball valve with level of approved quality as per IS 778 as per site requirement.
 - * 15 mm dia
 - * 20 mm dia
 - * 32 mm dia
 - * 40 mm dia
 - * 50 mm dia
- k) Providing and fixing screwed end gun metal Non return valve of approved quality as per site requirement
 - * 32 mm dia
 - * 40 mm dia
 - * 50 mm dia
- l) Supplying & fixing, laying of irrigation system for garden areas as approved by Engineer-in-charge / consultant etc. complete.

8. Samples of finishing items:

The contractor shall provide mock up for all the finishing items including doors and windows fittings toilets fixture, grill designs, flooring materials, SS railing design and material, light fixtures etc at appropriate location approved by the Engineer-in-charge. Samples of all materials proposed to be employed in permanent works shall be submitted to the Engineer-in-charge when called for. In such cases, materials will not be brought to the site without prior approval of the Engineer-in-charge. Materials or workmanship, not corresponding in character and quality with approved samples, will be rejected by the Engineer-in-charge. Samples required for approval and testing must be supplied at least 10 days in advance to allow for testing and approval. Delay to the works arising from the late submission of samples will not be acceptable as a reason for delay in completion of the works. The contractor will bear all expenses for sampling and testing, whether at the manufacturer's premises at source, at site or at any testing laboratory or institution as directed by the Engineer.

9. Electrical & Electronics works:

All electrical fittings and fixtures should in conformity with the specifications for electrical and electrical works enclosed in the tender paper. Specifications mentioned above should cover PA system of the rooms, master clock system including fire alarm system. The design and type of structure for all the rooms be so selected by the tenderer to the electrical wing. The lighting of building with illumination of the compound shall be as per approved planning done by the

Architect with aesthetic consideration and as approved by the client. The required lux level of the interiors and public places are as given in the enclosed specification for Electronics.

10. Security of the site:

The Contractor shall take all measures necessary to ensure security of the site, including exercising control over all persons and vehicles which are employed or engaged on the site or in connection with the Works or the other works comprising the Project and with the security arrangements applicable to any other site within the Project. The contractor will have to ensure protecting the trees, plants etc from damage up to maintenance period/handing over to the owning agency. The Contractor shall carry out the Works so as to minimise disruption to road and pedestrian traffic. All works shall be executed strictly as per the CPWD specifications of the works and direction of Engineer-in-charge.

11. Services area:

The Contractor shall design and construct all the necessary services areas such as pump rooms, Underground tanks, Substation etc. as required for the site.

12. Additional Information:

1. **Approvals:** To submit all drawings, documents, applications through MDDA and pursuing with concerned authorities for approval regarding script, layouts, electricity, water etc. The concept offered by the bidders shall be with full consideration of the site conditions. However the plan submitted by the successful agency for approval shall be forwarded and followed up by MDDA also but the plans have to be modified wherever required as per the requirements of concerned authorities. For research and script regarding culture and heritage of Uttarakhand all deliverables shall be vetted from INTACH Dehradun Chapter.

2. **Viewers gallery, Control room**

- a) Designing the Viewers gallery, Control room as per the layout Design to be approved by a client and proof checking of all the structures to be got done by the agency.
- b) Execution of works for the viewer's gallery for on average 250 persons and the control room as per the concept perceived, ticket counter, entry/exit gate, signage on approach road etc.

13. Completion Drawings:

Submit as built drawings related to the show, Maintenance & Operation manual along with guarantee cards etc. Complete operation Matrix is to be submitted.

14. Life of Components:

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

15. Essential Services:

The bidder shall provide the essential services like Firefighting, Fire detection, HVAC, and all building services and all site services. Monitor speakers in the control room, pathway lighting required from the gallery, CCTV for all the installed equipment, danger plates, Earthing etc. The works shall be executed as per the statutory guidelines of concerned Engineer-in-charge.

16. Recording of the show:

Two copies of the cloning of the show in two languages i.e. Hindi & English shall be submitted after the commissioning and handing over of the show. All soft copies of edited files to be submitted.

17. Rates:

The rates quoted by the Bidder, shall be inclusive of all taxes (including works contract tax, labour cess, duties levies, Octroi etc. except (GST) and all charges for packing forwarding, insurance, freight and delivery, installation, testing, commissioning etc. at site including temporary construction of storage, risks, overhead charges, general liabilities/obligations and clearance from Local Body. The fee for the Third Party inspections shall be borne by the Agency.

a) The department will not issue Octroi exemption certificate.

b) The contractor has to carry out maintenance as per manufacturer's standards for the period of **36 months** from the date of handing over. Nothing extra shall be paid on this account.

18. Completeness of Bid:

All sundry equipment, fittings, unit assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections and all other items which are useful and necessary for efficient assembly and installation of equipment and components of the work shall be deemed to have been included in the Bid irrespective of that, whether such items are specifically mentioned in the Bid documents or not.

19. Storage and Custody of Materials:

No storage accommodation shall be provided by the department. Watch and ward of the stores and their safe custody shall be the responsibility of the contractor till the final taking over of the project by MDDA.

20. Care of the Building:

Care shall be taken by the contractor while handling and installing the various equipments and components of the work to avoid damage to the building. He shall be responsible for repairing all damages and restoring the same to their original finish at his cost. He shall also remove at his cost all unwanted and waste materials arising out of the installation from the site of work.

21. Completion Period:

- a) The completion period of **7 months** indicated in the Bid documents is for the entire work of planning, designing, approval of drawings etc. arrangement of materials & equipments, delivery at site including transportation, installation, testing, commissioning and handing over the entire PROJECT to the satisfaction of the Engineer-in-charge.
- b) The completion of the work shall be certified by Engineer-in-charge by department and defects any (if any) shall be to rectified to the entire satisfaction of MDDA/competent authority.

22. Guarantee:

- a) All equipments shall be guaranteed for a minimum period of **36 months** which shall be reckoned from the date of taking over the project by the MDDA. The guarantee shall be against unsatisfactory performance and /or break down due to defective design, workmanship or material. The equipments or components, or any part thereof, so found defective during guarantee period shall be forthwith repaired or replaced free of cost, to the satisfaction of the Engineer-in-charge of MDDA. In case it is felt by MDDA that undue delay is being caused by the contractor in doing this, the same will be got done by the department at the risk and cost of the contractor. The decision of the MDDA in this regard shall be final & binding on the contractor.
- b) The contractor must carry out routine inspection/testing as per manufacturers recommendation or as per decision of the Engineer-in-charge during the guarantee period and attend to the defects taking place during this period. Sufficient number of trained and experienced staff shall be made available to meet any exigency/emergency at site of work during the guarantee period.

The Bid shall guarantee among other things, the following:-

- i) Quality, strength and performance of the materials used as per manufacturers standards.
- ii) Safe mechanical and electrical stress on all parts under all specified conditions of operation.
- iii) Satisfactorily operation during maintenance period.

23. Indemnity:

Contractor/Agency shall at all times indemnify MDDA, consequent on this works contract. Contractor/Agency shall be liable, for any accident occurring due to any cause and the contractor shall be responsible for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation and during operation and maintenance. The equipments and ancillary equipment under the supervision of the successful Bidder in so far as the latter is responsible. Contractor/Agency shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the Contractor/Agency on account of the above.

24. Erection Tools:

No tools and tackles either for unloading or for shifting the equipment for erection purposes would be made available by the department. The successful Bidder shall make his own arrangement for all these facilities.

25. Power Supply:

Arrangement of Electric supply (Three Phase/Single Phase) as required to carry out the work for successful commissioning of the system shall be obtained by Contractor/Agency from the Concerning Department, at one place from where agency will use the cable/switch etc. for other location of work in the building.

26. Water Supply:

Arrangement of Water supply for testing & for successful installation & completion of the system shall be in the scope of successful firm without any extra cost.

27. Extent of work:

The work shall comprise of entire labour including supervision and all materials necessary to make a complete project and such tests and adjustments and commissioning, as may be required by the department. The term complete installation shall not only mean major items of the plant and equipment covered by specifications but all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout charts whether or not those have been mentioned in details in the Bid documents in connection with this contract as this is a turnkey job

In addition to supply, installation, testing and commissioning of complete project installation,, following works shall be deemed to be included within the scope of work to be executed by the Bidder as this is a turnkey job

- a) Minor building works necessary for installation of equipments, foundation, making of opening in walls or in floors and restoring them to their original condition / finish and necessary grouting etc as required.
- b) All supports for cables and MS channels for erection of panels & etc as are necessary.
- c) Water supply for execution and successful commissioning of the system.
- d) Small wiring, inter-connection etc inclusive of all materials and accessories, necessary to comply with the regulations as well as proper and trouble free operation of the equipment.
- e) Closing of the cable entry points in sub-station/rooms against seepage of water, rodents etc.
- f) Tools and tackles required for handling and installation.
- g) Necessary testing equipment for commissioning.
- h) Watch and Ward of materials and/or installation and equipment till their handling over to the department.
- i) All minor building works, such as equipment foundation if required cutting and making good holes, grouting of channels belts as required. Cutting and making good damages etc.
- j) Provision of supports/clamps for equipment, cables etc. wherever required.

28. Engagement of Third party Audit/Inspection agency:

MDDA shall have the right to engage any Third party inspection/audit agency for quality inspection, monitoring and supervision of works, as per its sole discretion, and Contractor shall be bound to cooperate, assist and comply with the Third party inspection/audit agency.

The charges for services of Third party inspection/audit agency shall be borne by the Contractor.

29. Payment Schedule:

1. The Bidder shall submit the vetted Design, Drawing, DPR for the Construction, Procurement, Installation and Operation & Maintenance of:-

A – “Multi-Media Light and Sound Show”

B – “Civil Works with Landscape and Horticulture Work” in Rajpur Park, Dehradun

The DPR shall be finalized by MDDA and the payment shall be made on the approved cost of DPR.

The detailed estimates and item wise BOQ of the work to be carried out, as prepared by the contractor and got approved from MDDA shall contain all the costs and serve as the document for making payments. The time schedule/payment schedule will be as follows:

The Contractor shall submit to MDDA, monthly statements/bills of the estimated value of the work completed less the cumulative amount certified previously, along with copies of the following documents:-

- (i) Measurements and quantities of items of work done since last bill.
- (ii) Copies of quality control tests in specified format covering the work done since last bill.
- (iii) Copies of instructions recorded in the instruction book containing the instructions and compliance made thereof, covering the work done since last bill.

The Contractor shall submit all bills on the printed forms. MDDA shall check the Contractor's monthly statements within 30 days. The processing time of the payment will be 60 days for final payment and 30 days for all other payments. Subject to the satisfactory performance by the Contractor/Agency and approval of Engineer in Charge.

Description of work	PAYMENT Percentage	TIME FRAME
ON SUBMISSION OF VETTED DPR FROM (IIT, NIT)	5% OF APPROVED DPR COST	30 DAYS FROM AGREEMENT DATE
On COMPLETETION OF 25% OF WORK AS PER DPR	15% APPROVED DPR COST	75 DAYS FROM AGREEMENT DATE
On COMPLETETION OF 50% OF WORK AS PER DPR	30 % APPROVED DPR COST	120 DAYS FROM AGREEMENT
On COMPLETETION OF 75% OF WORK AS PER DPR	20 % APPROVED DPR COST	165 DAYS FROM AGREEMENT
On COMPLETETION OF 100% OF WORK AS PER DPR	20 % APPROVED DPR COST	210 DAYS FROM AGREEMENT
REST OF THE 10% AMOUNT SHALL BE PAID FOR OPERATION AND MAINTAINANCE FOR THREE YEARS ON ANNUAL BASIS		3 YEARS AFTER COMPLETION OF WORK

30. Variations & Change in the Scope of Work:

For any variations, alterations omission, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to be necessary or advisable during the progress of the work can be allowed only after the recommendations of Engineer in Charge, and the Contractor shall be bound to carry out the work, without any extra cost, in accordance with any instructions which may be given to him in writing, signed by the Engineer. Such alterations/ additions/ substitutions shall not invalidate the contract and shall be carried out by the Contractor on the same conditions in all respect on which he agreed to do the main work. The time of completion of the work shall be extended in the proportion that the altered, additional or substituted works bears to the original contract work and the certificate of the Engineer shall be conclusive as to such proportion.

31. Payments for Variation:

31.1 Any variation that is, increase or decrease in the scope of this work, shall be regulated as per approved DPR.

31.2 If rate is not available in break up, the contractor shall provide the Engineer with a quotation (with breakdown of unit rates) for carrying out of the variation when requested to do so by the engineer. The engineer shall assess the quotation which shall be given within seven days of the request or within any longer period stated by the Engineer and before the variation is ordered.

31.3 If the Contractor's quotation/justification is unreasonable, the Engineer in charge may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the Variation on the Contractor's costs.

31.4 The Contractor shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

32. Currencies :

All payments shall be made in Indian Rupees.

33. Procedure for Monitoring & Review of the Assignment:

Monthly Progress Report shall be submitted by the contractor to MDDA to review the Project.

34. Outputs and Deliverables:

The contractor shall submit all the Architectural, structural, services drawings, shop drawings, As-built drawings, or any other drawing/document desired by MDDA and furnish all the necessary approvals from local bodies and authorities. Along with all the test certificates including manufacturers certificate and site test reports as required and Guarantee and warranty certificates for all the equipments/accessories installed.

35. Terms for Provision of the Services and Reporting and General Conditions:

- a. The Contractor should bear all the costs associated with their visit to the client, preparation & submission of their proposal, etc.
- b. The Contractor will correspond with and report to concerned authorized person from Mussoorie Dehradun Development Authority.
- c. The Contractor will work according to the deadlines provided in this RFP.
- d. The Contractor will conduct the task in professional and ethical manner and will ensure that none of its actions have an adverse effect on the project.
- e. The Contractor will set up site office at Project place with complete infrastructure – Computers, Software, Printer, Furniture etc.
- f. The Contractor will appoint Team Lead and staff for field activity and data entry at site office who will work in close coordination with Mussoorie Dehradun Development Authority office.
- g. Operation and Maintenance of Park :- All the income generated from park through entry fee, light and sound show and by other means in any name shall be the income of MDDA only and all the charges for park in any name shall be decide by MDDA.

36. Time Duration:

The Overall work under this TOR should be completed in all respect and output/ deliverables need to be handed over to the office of MDDA, within 7 months' time after the signing of the agreement. On receiving and reviewing the justified reasons and requests made by the Contractor /Agency , the Monitoring committee may recommend grant of extension of 4 (four) weeks (after the above stipulated time frame). However, MDDA reserves the time to extend this period with a penalty @1% of outstanding payment for every week and part thereof for first 3 weeks and @2% of outstanding payment for every week and part thereof for next weeks maximum upto 10 % of outstanding payment.

Further if Contractor/Agency fail to complete the work agency may be blacklisted by MDDA.

37. Quality Control:

The Contractor shall follow CPWD/PWD Uttarakhand, standard, specification, guidelines as applicable and Government of India standards and guidelines for the works.

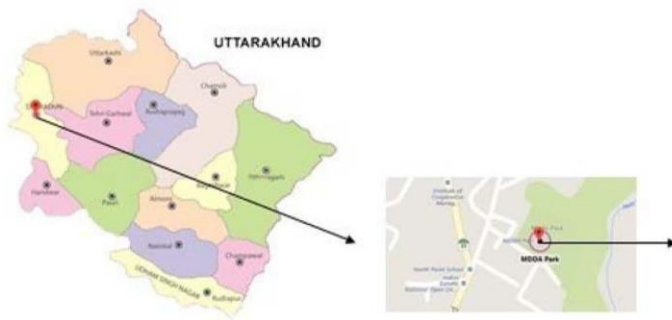
38. Arbitration:

If any dispute arises out of with regard to the interpretation, meaning, work of operation or the breach of the terms and condition, the matter shall be settled as per Arbitration and Conciliation Act 1996 with its amendments from time to time. The dispute shall be referred to a sole arbitrator to be appointed by the Commissioner Garhwal Mandal whose decision shall be final and binding on both the parties.

ZONING PLAN



In the hinterlands of Dehradun , Uttarakhand lies the Rajpur Park peacefully snugged in the Kairwaan village at Rajpur. It falls under the Garhwal region . This lavish park is thronged by many visitors belonging to different age groups who are enticed by the park's well-manicured gardens and scenic beauty around.



Rajpur Park , Dehradun ,Uttarakhand

EXISTING SITE



LAWN



Minimum Specifications (for indicating purpose only)

2 projectors of 18000 Lumens Full HD with native resolution of 1920 x 1200 DLP™ or better. The Lens System should have motorized functions for Zoom, Focus, Horizontal and vertical offsets or comparable. The system should have outdoor weatherised projector casing. The projection should be able to cover the entire façade wall.

Façade Wall of min size as shown and the wall to have 3d relief work as approved from Competent Authority.

Min 10 FULL color LED lights for illuminating the trees and to be part of the show.

Minimum 4 Outdoor LED Moving heads with Gobos

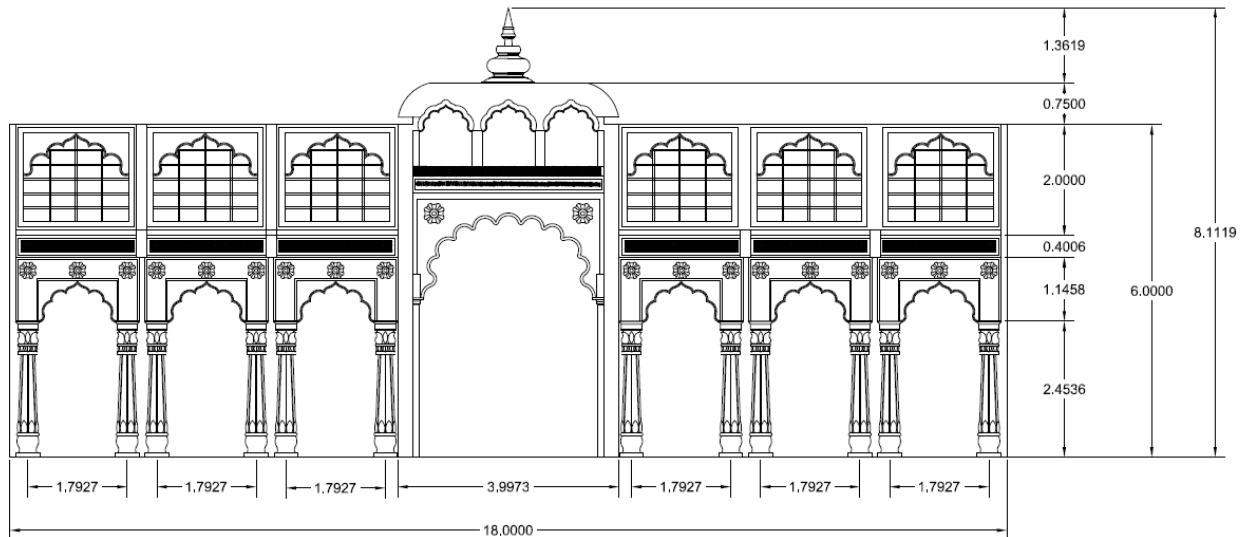
Min 3 9W 3m by 3m Spread Laser lights

Min 3 Haze Machines

Sound System : Through Headphones

State of the art show controller systems controllable through electronic means/devices

Requisite Ups system and air-conditioning in server rooms.



Tentative Design for Façade of Light and Sound Show

Section- 3
Instructions to Bidders

1. Introduction

Mussoorie Dehradun Development Authority (MDDA) henceforth referred as Client/Authority, invites Request for Proposal from **Agency/Contractor for Engineering, Design, Construction, Procurement, Installation and Operation & Maintenance of (A) “Multi-Media Light and Sound Show” and (B) “Civil Works with Landscape and Horticulture Work” in Rajpur Park, Dehradun.** (hereinafter referred as Project) as per guidelines and in coordination with MDDA. Guideline & specifications of CPWD, other Indian standards and all statutory guidelines shall be followed.

1.1 Interested bidders may submit their proposals by the date as mentioned in schedule of selection process.

1.2 Technical and financial bids shall be submitted online separately.

1.3 Proposals should be submitted in English.

2. Brief Description of Bidding Process

- a) In order to identify and select an entity for award of the Project, the MDDA intends to adopt a single stage, open, transparent, competitive bidding process (the "Bidding Process"). The single stage of the Bidding Process is the Proposal stage during which Proposal(s) are being invited from the Bidders.
- b) The evaluation of the Proposals would be carried out on least cost based selection in two (2) mutually distinct and sequential steps.
- c) The first step would be the Qualification Step which would involve a test for responsiveness based on technical and financial qualification criteria set forth herein.
- d) In the qualification step, the qualification submission comprising information of the Bidders on their Technical capacity and Financial capacity for undertaking the Project would be evaluated and Technical scores will be given , Based on this step, only those Proposals that meet the technical capacity and financial capacity as set out in this RFP Document for the Project and have a technical score of 75 marks and above, would be qualified and their financial proposals would be opened for identification and selection of the Bidder to whom the Project, subject to the terms of RFP, be awarded (the "Selected Bidder").
- e) The bidder quoting the lowest (L1) bid will be called for further discussions to sign a Contract Agreement. who shall be responsible for **Engineering, Design, Construction, Procurement, Installation and Operation & Maintenance of (A) “Multi-Media Light and Sound Show” and (B) “Civil Works with Landscape and Horticulture Work” in Rajpur Park, Dehradun** as per guidelines and in coordination with MDDA.

Selected Bidder shall be responsible to complete the “**Project**” during the term of (7 months) in conformity with the TOR.

- f) The Proposals would be evaluated on the basis of the qualification and evaluation criteria set out in this RFP Document in order to identify the Selected Bidder.

3. Procurement of Documents

The RFP Document can be downloaded from e-tendering website www.uktenders.gov.in or MDDA website www.mddaonline.in A demand draft for Rs. 10,000/- (Rupees Ten thousand Only), including GST in favour of “Secretary, Mussoorie Dehradun Development Authority” payable at Dehradun, the above mentioned payment shall be made along with the submission of Proposal and the copy demand draft shall be Annexed with technical proposal.

4. Site visit and verification of information

Bidders are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of data, Applicable Laws and regulations or any other matter considered relevant by them.

Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Proposals.

5. Communications

All communications should be addressed to:

Vice Chairman

Mussoorie Dehradun Development Authority (MDDA)
Transport Nagar, Saharanpur Road,
Dehradun – 248001
Tel: 0135 – 6603100, 0135-6603115,
Fax: 0135 – 6603103
Email: info@mddaonline.in, pmumddal@gmail.com

The Official Website of the Authority is: www.mddaonline.in

All communications, should contain the following information, to be marked at the top in bold letters:

“RFP for Selection of Agency/Contractor for Engineering, Design, Construction, Procurement, Installation and Operation & Maintenance of (A) “Multi-Media Light and Sound Show” and (B) “Civil Works with Landscape and Horticulture Work” in Rajpur Park, Dehradun.

6. Proposal Evaluation

General

- a. From the time the bids are opened to the time the contract is awarded, if any contractor wishes to contact the Client on any matter related to its proposal, it should do so in writing

at the address indicated. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

- b. Bidders are advised that the selection of consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
- c. The Bidder shall submit its Proposal in the form and manner specified in the RFP. The Technical Proposal shall be submitted in the form at Form-1 and the Financial Proposal shall be submitted in the form at Form Fin-1. Upon selection, the lowest Bidder shall be required to enter into an agreement with the Authority.
- d. Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Project are specified in this RFP.
- e. The Technical Proposal shall not include any financial information.
- f. The Financial Proposal should be complete, i.e., it should list all costs associated with the Assignment/Project.
- g. The financial proposal should be prepared in **Indian Rupees**.
- h. **For Pre-Qualification, the bidder must fulfil the following conditions:-**

A proposal shall be rejected at this stage if the Bidders proposal found Non- Responsive

PRE-QUALIFICATION CRITERIA:

The Proprietors/Partnership Firms/Companies who fulfill the following requirements shall be eligible to apply. **Joint ventures/Consortium are accepted as per the conditions stipulated in the clauses below.**

1. To qualify for award of the contract, each bidder in its name should have in the last seven years satisfactorily completed, the criteria for both works Part (A) and Part (B).
2. Joint ventures/Consortium are allowed on a condition that Lead partner of the bidding JV/Consortium should be system integrator and content provider for shows of "Similar works" and in its name and qualifies for eligibility condition for Part A and other partner of bidding JV should have completed "Similar works" and qualifies for eligibility condition for Part B.
3. No. of JV/Consortium partners shall not more than 2 (one Lead Partner & one other partner).
4. For being considered the Bidder should meet the following minimum criteria:

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

1. The Bidder/s shall be a Proprietor ship firm /Private Company/firm incorporated in India under the (Indian) Companies Act 1956/2013 or a company incorporated under

equivalent law abroad or Limited Liability Partnership (LLP) firm incorporated under the Limited Liability Partnership Act, 2008 or under equivalent law in any other country. The Bidder/s shall be required to submit a true copy of its Incorporation Certificate, along with Proposal.

2. Bidder must have a Valid Goods & Service Tax (GST) Registration and Pan card (copy must be enclosed).
3. Bidder should have been operational in India from at least 05 years with the proof of incorporation/commencement of business The Bidder/s shall be required to submit Incorporation Certificate/ Registration Certificate commencement proof shall be submitted along with the proposal.
4. The Bidder/or any of its JV/ Consortium partner should not have been blacklisted/debarred/termination of contract except for reasons of convenience of Client by any Government/Public Company/ PSUs/funding agencies, etc. Declaration should be submitted on Stamp Paper.
5. For **Part (A) :-**

(i) Bidder should have satisfactorily completed the works as mentioned below during the last seven years ending previous day of last day of submission of bid.

- **One similar work (A) costing not less than 80% of the Estimated cost (Rs. 4.2 crores) of project.**

OR

- **Two similar works (A) each costing not less than 50% of the Estimated cost (Rs. 4.2 crores) of project.**

OR

- **Three similar works (A) each costing not less than 40% of the Estimated cost (Rs. 4.2 crores) of project.**

Similar works (A) means work of:

A :- For Light and sound show / Narrative multi-media show

“SITC of Narrative Multi-media Show/Projection mapping shows with special effects/Sound and light Multimedia show/Digital Museum Works of cultural heritage, historic importance.

For Part (B) :-

(ii) Should have satisfactorily completed the works as mentioned below during the last seven years ending previous day of last day of submission of bid.

- **One similar work (B) costing not less than 80% of the Estimated cost (Rs. 2.3 crores) of project.**

OR

- **Two similar works (B) each costing not less than 50% of the Estimated cost (Rs. 2.3 crores) of project.**

OR

- **Three similar works (B) each costing not less than 40% of the Estimated cost (Rs. 2.3 crores) of project.**

Similar works (B) means work of:

B :- For Civil Works with Landscape and Horticulture Work

“Development works of Parks with buildings such as cafeteria and public services, Or Construction work of buildings with development works of Landscape including Horticulture and site services works.”

6. The specialized agencies/contractors should provide documentary proof of eligibility requirement as mentioned above. The completion certificates should clearly indicate (a) the date of completion of work (b) completed value of work. The completion certificate should be signed by an officer not below the rank of Executive Engineer or equivalent. Contractor should provide minimum 2 minute movies of such projects PART(A) AND **Part (B)**, along with completion certificate.
7. Non-refundable Bid Document Fee of Rs. 10000/- (including GST) (Rupees Ten Thousand Only), through Demand Draft in favour of Secretary, Mussoorie Dehradun Development Authority (MDDA) payable at Dehradun.
8. Earnest Money Deposit (EMD) of Rs. 14,00,000/- (Rupees Fourteen Lakhs Only), through Demand Draft/Bank Guarantee/FDR in favour of Secretary, Mussoorie Dehradun Development Authority (MDDA) payable at Dehradun.
9. The Bidder (in case of single business entity) should have a Positive Net Worth and minimum average annual turnover of Indian Rs. 3.5 Cr. (Three Crores and Fifty Lakhs only) during the last three (3) financial years (FY: 15-16, 16-17 & 17-18) and in case of JV/Consortium, the average annual Turnover of lead member shall be Rs. 2.5 Cr. (Two Crores and Fifty Lakhs only) and Rs. 1.7 Cr. (One Crore and Seventy Lakhs only) for JV/Consortium partner during the last three (3) financial years (FY: 15-16, 16-17 & 17-18). Audited balance sheet along with Profit & Loss statement and turnover for last three years (Certificate from CA/Auditor shall be attached) with the proposal as per Annexure.
10. Bidder should have a solvency of Rs. 3 Crores (Copy of original Solvency certificate to be submitted). Certified by from his Bankers.
11. The bidder, or Lead partner of the JV should be system integrator for shows of Similar works since last five years.
12. Basic amount taken for calculation of costing of eligibility is excluding operation and maintenance.
13. Undertaking/Tender acceptance letter as per Form- VI
14. Letter of Authorisation From OEM as per Form-VII.
15. Technical Key Personnel list & detailed C.V. as per Form-IV
16. For components of (a) Civil works related to Façade wall and Content the main contractor should either himself meet the eligibility criteria or he will have to associate with the concerned specialist agencies for (a) Civil works for Façade wall & (b) Content Work after award of work and has to submit details of such agency(s) who have

executed such works. Approval of the specialized agencies for each work as stated above shall be obtained from the MDDA within 15 days of award of work. Even if, such specialized items of work shall be executed by the specialized agencies, the work shall be deemed to be executed by the tenderer for all purposes and the responsibility of the quality of items of works executed etc. shall continue to be that of the tenderer only.

7. Evaluation of Technical Proposals

MDDA as a whole evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria specified. Only Responsive proposal will be evaluated further. A proposal shall be rejected at this stage if it does not achieve the minimum 75% Technical score.

EVALUATION CRITERIA:

Technical Evaluation – Firm achieving minimum 75 marks in the below mentioned criteria will be eligible for opening of Financial Proposal. The following criteria's shall be supported by valid documents as per the tender formats.

LIST OF DOCUMENTS TO BE SUBMITTED:-

- a) Contractors/Agency Experience on the basis of Multi-Media Light and Sound Show Implementation as per annexed Form.
- b) Experience in Installation of Hardware Equipment in the Sound and light/Multimedia shows, Laser shows on monuments / notified buildings and Museum as per annexed Form.
- c) Experience in film making like Feature film, Short Films and advertisement films as per annexed Form.
- d) Format for Annual Turnover as per the Audited Accounts Towards the qualifying experience as per annexed Form.
- e) Undertaking/Tender Acceptance Letter as per annexed Form.
- f) Letter of Authorization from the OEM against this tender and also confirmation of availability of spares during warranty and AMC period as per annexed Form.

S.No.	Criteria	Maximum Marks		
		Content	Hardware (A/V)	Civil work
1	Previous Experience of similar completed projects of value over INR 2.80 Crores or more for Av integration, 1.4 Crore or more for content production, 2.3 Crore or more for Civil works.	20 marks		
		5 Marks	10 Marks	5 Marks
	1 project	2 Marks	4 Marks	2 Marks
	2 project	3 Marks	6 Marks	3 Marks
	3 Project	4 Marks	8 Marks	4 Marks
	4 or more projects	5 Marks	10 Marks	5 Marks
2	Ongoing Operations/ Maintenance of similar projects. Where Project value (SITC) is not less than 4.2 Crores	6 marks		
		2 Marks	2 Marks	2 Marks
	1 Project	1Marks	1Marks	1 Mark
	2 projects or more projects	2 Marks	2 Marks	2 Marks
3	Team CV's (full time employees of Lead Bidder as on tender publishing date)	10 Marks		
A	Technical Lead (12+ years of experience in the field of AV/ integration and experience of handling 3 similar projects qualification: B. Tech (EC/CS/IT)/MCA	4 Marks		
B	Project Manager (8+ years of experience in the field of AV/integration and experience of handling 3 similar projects qualification: B. Tech (EC/CS/IT)/MCA	3 Marks		
C	Design Manager (10+ years of experience in the field of AV/integration and experience of handling 3 similar projects) qualification: B. Tech (EC/CS/IT)/MCA	3 Marks		

4	<p><u>Voice over</u></p> <p><u>IN HINDI- 3 marks</u></p> <p>Voice over in various shows including SEL / anchoring in major public announcements/ Broadcaster/Narrator.</p> <p>i) Two voice over- 1 Mark</p> <p>ii) Three voice over- 2 Marks</p> <p>iii) Four or more voice over- 3 Marks</p> <p><u>IN ENGLISH- 3 marks</u></p> <p>Voice over in various shows including SEL / anchoring in major public announcements/ Broadcaster/Narrator.</p> <p>i) Two voice over- 1 Mark</p> <p>ii) Three voice over- 2 Marks</p> <p>iii) Four or more voice over- 3 Marks</p> <p>In case Voice over artist has won any National award given by Govt. of India, will be preferred.</p>	6 Marks		
5	<p><u>Musicologist</u></p> <p>Music director in films/TV serials/ Advt. films / SEL shows (Background music original score).</p> <p>i) Two works- 2 Marks</p> <p>ii) Three works- 3 Marks</p> <p>iii) Four or more works- 6 Marks</p> <p>In case Musicologist has won any National award given by Govt. of India, will be preferred.</p>	6 Marks		
6	<p><u>Script writer</u></p> <p>i) One script for commercial film or TV serial- 1 mark</p> <p>ii) Two script other than commercial film or TV serial-1 mark</p> <p>iii) One script for commercial film or TV serial. And one script other commercial film or TV serial-2 marks</p> <p>iv) Two scripts for commercial film or TV serial- 3 marks</p> <p>v) Three scripts- 4 marks</p>	8 Marks		

	vi) Four script- 5 marks In case Script writer has won any National award given by Govt. of India, will be awarded by additional 3 marks over and above (i) to (vi)- 3 marks			
7	International/National Awards won/ Certifications in the field of AV/integration for Light and sound show, Museums etc. 1 mark for each award, (maximum 4 marks)	4 Marks		
8	Average annual turnover (of Lead Contractor) during last 3 years ending 31st Mar 2018	10 Marks		
	Rs. 3.5 Crores and upto Rs. 5 Crores	5 Marks		
	More than Rs. 5 Crores and upto Rs. 8 Crores	7 Marks		
	More than Rs. 8 Crores	10 Marks		
9	Presentation	30 Marks		
	A detailed presentation about proposed story, scripts with Audio Video Clip of minimum. 2 min duration highlighting the understanding/ conceptual proposal of the above said project.	15 Marks		
	Methodology, Work plan	5 Marks		
	Approach / OEM	5 Marks		
	Conceptual note	5 Marks		
	Total	100 Marks		

Note:- The Bidder should provide CV's and the consent letters of the artist or professionals which are part of this team. Without consent letters, the submittal will not be considered and the bidder can be disqualified.

Apart from the above mentioned criteria's the bidder will have to produce the following without which technical bid will not be evaluated.

- i) Design of gallery, control room, projector room along with their Description, drawings and layout.
- ii) Concept/theme of the sound and light/Multimedia Show (in brief)

Agency/ Prospective Bidder has to secure minimum 75 marks from the above technical evaluation criteria failing which the agency will be disqualified and their financial bid will not be opened.

On the basis of the technical assessment, agencies securing the minimum qualifying marks of 75 will be shortlisted and the financial bid of only the shortlisted agencies will be opened. The date and time of opening of the financial bids will be conveyed to the Technical Qualified agencies.

NOTE:

Technical Bids will be evaluated on the basis of documents as detailed above & presentations to be made by the eligible agencies before the Constituted Committee. The date and time of the presentations will be conveyed to the eligible agencies.

The Technical Bids will be evaluated on the basis of the indicated parameters in the table above.

- i. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a Public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- ii. A Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.
- iii. The minimum technical score required to pass is: 75%

8. Public Opening and Evaluation of Financial Proposals

- A) After the evaluation of Technical Proposal is completed, MDDA shall notify only those consultants whose proposals have been short-listed of the same and the date and time for opening of financial proposals.
- B) The Financial Proposals shall be opened publicly in the presence of the BIDDER' representatives who choose to attend. The name of the BIDDER, the technical scores, and the proposed amount shall be read aloud and recorded when the Financial Proposals are opened. There will be an Evaluation Committee constituted by MDDA for evaluation.
- C) The Evaluation Committee will determine whether the Financial Proposals are complete, correct any computational errors, etc.
- D) The Consultant who has bid the lowest amount (L1) will be invited for discussions/clarifications for the purpose of signing a Contract Agreement.

9. Presentation

The Bidders shall have to submit their presentation for Technical Evaluation on Understanding of ToR, Technical Approach and Methodology and Adequacy of Proposed Work Plan.

- a) **Technical Approach and Methodology:** In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, 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:** The consultant should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), 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.
- c) **Presentation:** The consultant would be required to make a presentation on the on above for performing the assignment as and when intimated by MDDA during the Evaluation Process.

10. Conflict of Interest

A Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, MDDA shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to MDDA for, inter alia, the time, cost and effort of MDDA including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to MDDA hereunder or otherwise.

MDDA requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

11. Number of Proposals

No Bidder shall submit more than one Proposal for the Project. A Bidder applying individually or as an Associate shall not be entitled to submit another proposal either individually or as a member of any consortium, as the case may be.

12. Cost of Proposal

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including visits to the Authority, Project site etc. MDDA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

13. Acknowledgement by Bidder

It shall be deemed that by submitting the Proposal, the Bidder has:

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from the Authority;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred in this RFP;
- d) Satisfied itself about all matters, things and information, including matters referred herein above, necessary and required for submitting an informed Proposal and performance of all of its obligations thereunder;
- e) acknowledged that it does not have a Conflict of Interest; and
- f) agreed to be bound by the undertaking provided by it under and in terms hereof.
- g) The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

14. Right to reject any or all Proposals

Notwithstanding anything contained in this RFP, MDDA reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. Without prejudice to the generality of Clause's, the Authority reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or discovered, or
- b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by MDDA for evaluation of the Proposal.

Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the L1 Bidder gets disqualified / rejected, then the Authority reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

15. Clarifications

To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

If a Bidder does not provide clarifications sought under above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

16. Amendment of RFP

At any time before the submission of Proposals, MDDA may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be uploaded on the website and will be binding on all of them. Bidder shall update themselves by visiting the website regularly, for not being updated by the bidders themselves, MDDA bears no responsibility. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Proposals MDDA may, if the amendment is substantial, extend the deadline for the submission of Proposals.

17. Language

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

18. Proposal Due Date

Proposal should be submitted on or before date and time as mentioned in schedule of selection process at e-tendering website i.e. www.uktenders.gov.in and in the manner and form as detailed in this RFP document.

The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with RFP uniformly for all Bidders.

19. Late Proposals

Proposals received after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

20. Bid Security

The Bidder shall furnish as part of its Proposal, a Bid Security of Rs. 35,00,000/- (Rupees Thirty-Five Lakhs Only) in the form of a Demand Draft/Bank Guarantee issued by one of the

Nationalised/ Scheduled Banks in India in favour of the Secretary, Mussoorie Dehradun Development Authority payable at Dehradun (the "Bid Security"), The Selected Bidder's Bid Security shall be returned, upon the Bidder submitting the Performance Security at the time of signing the Agreement which shall be 10% of the Contract Value.

Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

The Bidder, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a) If a Bidder submits a non-responsive Proposal;
- b) If a Bidder engages in any of the Prohibited Practices specified in this RFP document;
- c) If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP document and as extended by the Bidder from time to time;
- d) In the case of the Selected Bidder, if the Bidder fails to reconfirm its commitments as required
- e) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment respectively; or
- f) If the Bidder is found to have a Conflict of Interest as specified

21. Submission, Receipt, and Opening of Proposal

21.1 The Consultants shall submit their Technical and Financial Proposals Online only. The original proposal, both Technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format given in the RFP.

21.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL". **The financial proposal shall be submitted online only and shall be signed digitally.**

21.3 The envelopes containing the EMD, Bid Document Fee, Original Power of Attorney etc. shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE

16:00 Hrs. on 18/02/2019". MDDA shall not be responsible for misplacement, losing or premature opening if the envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. **The Financial Proposal shall be submitted online only and shall be sealed digitally. If the Financial Proposal is not submitted online digitally sealed, this will constitute grounds for declaring the Proposal non-responsive.**

- 21.4 **Online Submission:** Signed "Technical Proposal" shall be uploaded in the prescribed format and supporting documents along with scanned copy of EMD, Bid Document Fee and Power of Attorney as mentioned. Similarly, the original signed 'Financial Proposal' shall be placed in a digitally sealed envelope clearly marked 'Financial Proposal' and shall contain the financial proposal in the prescribed format.
- 21.5 The completed Proposal must be submitted online on or before the specified time. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 21.6 The rates quoted shall be firm throughout the period of performance of the assignment, no price escalation shall be applicable through the performance of the assignment and including discharge of all obligations of the Consultant under the Agreement.

22. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of or concerning the Selection Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority 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 is to enforce or assert any right or privilege of the statutory entity and/or the Authority.

23. Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, by the Authority to the Selected Bidder and the Selected Bidder shall, on receipt of the LOA, sign and send the Letter of Acceptance of the LOA in acknowledgement thereof. In the event the Letter of Acceptance of the LOA duly signed by the Selected Bidder is not received within a week, the Authority may, unless it consents to extension of time for submission thereof, forfeit the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the Letter of Award, and the next Bidder may be considered.

24. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement with MDDA.

25. Pre-Bid Meeting

Pre-Bid Meeting of the Bidders shall be conducted in accordance to the Schedule of the Selection Process at the designated date, time and place.

26. Miscellaneous

- 26.1. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Dehradun shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Selection Process.
- 26.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - (a) suspend and/ or cancel the Selection Process and/ or amend and/ or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- 26.3. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 26.4. It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 26.5. The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

Section- 4
Technical Proposal - Forms

FORM-I
Letter of Proposal
(On Bidder's letter head)

(Date and Reference)

To,

.....

.....

.....

Sub: Selection of Contractor/Agency for Engineering, Design, Construction, Procurement, Installation and Operation & Maintenance of (A) “Multi-Media Light and Sound Show” and (B) “Civil Works with Landscape and Horticulture Work” in Rajpur Park, Dehradun.

Dear Sir,

With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for Selection of Contractor/Agency for Engineering, Design, Construction, Procurement, Installation and Operation & Maintenance of (A) “Multi-Media Light and Sound Show” and (B) “Civil Works with Landscape and Horticulture Work” in Rajpur Park, Dehradun.

The proposal is unconditional and unqualified.

1. I/We acknowledge that the MDDA will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. I/We shall make available to the MDDA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of MDDA 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 five 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 certify that in the last five years, we or any of our Associates have not been blacklisted/ debarred/ termination of contract except for reasons of convenience of Client by any government/ government board/ corporation/ company/ PSU Company/ statutory body/ non-government in last 5 years.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Employer;
 - (b) I/We do not have any conflict of interest in accordance to the RFP Document;
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance to the RFP document.
9. I/We declare that we/any member of Consortium, are is not a member of any other Consortium applying for Selection as a Consultant.
10. 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 authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. 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.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our associates or directors /managers/employees or against to be engaged team members.
13. 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 Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above-mentioned Project.
14. 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 Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 120 (One Hundred Twenty Days) days from the PDD specified in the RFP.
16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in prescribed format.
17. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement.

18. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth, we shall have no claim, right or title arising out of any documents or information provided to us by the MDDA or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
19. The Financial Proposal is being submitted online along with the Technical Proposal separately digitally sealed. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
20. 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 faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Bidder/ Lead Member)

FORM-II

Firm's References

Using the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

(i) Relevant services carried out in the last five years that best illustrate qualifications

Firm's Name:

Assignment Name:		Country:
Location within Country:		Key professional staff provided by your Firm/ (profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-months: Duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Rs.):
Name of Associated Consultants, if any:		No. of months of key professional staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

(ii) Particulars and Experience of firm(s)

Relevant services carried out in the five projects* similar to the assignment both Part (A) and Part (B) as described in Eligibility conditions , considered to best illustrate experience and capabilities of the consulting firm/ Consortium since the inception of the Consultant firm in the format given below:

S. No	Field of specialisation	Name of consulting firm	Assignment Name	Name of Client	Whether participated as individual consulting firm/ member of consortium , if member of consortium mentions the consortium lead	Project Cost in Rs.	Stage of Project execution on ground (initiated/ in progress/ completed)	Any other relevant information
1	2	3	4	5	6	7	8	9
	Part (A) / Part (B)							
1								
2								
3								
4								
5								

*Note: If the proposal is being submitted by a consortium, mention the best five relevant projects carried out by consortium or constituent firms.

Annexure-I (Additional projects for Part A)

Agency Experience on the basis of Sound and Light/Multimedia Show Implementation during the last 5 years supported with documents for at least two shows with detail of Hardware Equipments.

Agency Experience

S.N	Name of the show with Location	Details of Show	Cost of the Project in INR	Name of the Client	Starting Date of Project	Completion Date of Project

(Signature of Authorized Signatory)

Annexure-II (Additional projects for Part A)

Experience in Installation of Hardware Equipment in the Sound and light/Multimedia shows, Laser shows on monuments / notified buildings and Museum etc. on basis of finalization of agreements executed during the last 5 years supported by minimum two credentials with detail of Hardware Equipment.

Agency Experience:

S.N	Name of the show with Location	Details of Hardware / Make Brands	Cost of The Project in INR	Name of the Client	Starting Date of Project	Completion Date of Project

(Signature of Authorized Signatory)

Annexure-III (Additional projects for Part A)

Experience in film making like Feature film, Short Films and advertisement films during the last 5 years supported with minimum two documents for above.

Agency Experience:

S.No	Name of the Film	Details of Film	Cost of the films billed in INR	Name of the Client/ Director	Starting Date of Project	Completion Date of Project

(Signature of Authorized Signatory)

FORM-III

Team Composition & Task Assignments

Key Professionals

Sl. No.	Name	Proposed Position	Total experience (years)	Relevant experience in years
1.				
2.				
3.				
4.				
..				
..				

FORM-IV

Format of Curriculum Vitae (CV) for Proposed Key Professionals

Proposed Position: _____

Name of Firm: _____

Name of Expert: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications: _____

[Give an outline of expert member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by expert member on relevant previous assignments and give dates and locations. Use about half a page.]

Education: _____

[Summarize college/university and other specialized education of expert member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record: _____

[Starting with present position, list in reverse order every employment held. List all positions held by expert member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages: _____

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. If awarded the Contract, I undertake to work with this Firm only on this assignment.

[Signature of Key Professional]

[Signature of authorized representative of Firm]

Date: Day/Month/Year

Full name of Key Professional: _____

Full name of Authorized Representative: _____

FORM-V

Activity* (Work) Schedule

Sl. No.	Item of Activity (Work)	Weeks from start of the assignment (in the form of a Bar Chart)												
		1	2	3	4	5	6	7	8	9	10	...	Number of Weeks	
		1	2	3	4	5	6	7	8	9	10	...	Number of months	
1.														Subtotal (1)
2.														Subtotal (2)
3.														Subtotal (3)
4.														Subtotal (4)

FORM-VI

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

Date:

To,

**VICE CHAIRMAN
MDDA, TRANSPORT NAGAR
DEHRADUN**

Sub: Acceptance of Terms & Conditions of Tender.

Reference No: -----

Name of Work: Selection of Contractor/Agency for Engineering, Design, Construction, Procurement, Installation and Operation & Maintenance of (A) “Multi-Media Light and Sound Show” and (B) “Civil Works with Landscape and Horticulture Work” in Rajpur Park, Dehradun.

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned ‘Works’ from the web site(s) namely: as per your advertisement, given in the above mentioned website(s).
2. I/ We hereby certify that I/ we have read the entire terms and conditions of the tender documents from **Page No. --to ---** (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I/ We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I/ We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I/ We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

7. There has been no conviction by a Court of Law or indictment / adverse order by a regulatory authority for a grave offence against us. It is further certified that there is no investigation pending against us or the CEO, Directors of our concern.
8. That the decision of MMDA will be undisputable in accepting or rejection of my / our offer.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

FORM-VII

LETTER OF AUTHORISATION FROM OEM

To,

.....
.....
.....

Reference No. _____ **Dated:** _____

Name of Work: Selection of Contractor/Agency for Engineering, Design, Construction, Procurement, Installation and Operation & Maintenance of (A) “Multi-Media Light and Sound Show” and (B) “Civil Works with Landscape and Horticulture Work” in Rajpur Park, Dehradun.

Dear Sir,

This is to inform you that we, M/s _____ (OEM name) having its regd. Office at _____, hereby authorizes _____ (bidders Name & address) to quote for supply, installation, testing and commissioning of our equipment namely _____ against your above tender.

We shall provide unconditional technical support to _____ for our range of products quoted by them throughout the execution of contract as well as for maintenance/comprehensive maintenance contract for useful life of the system.

**For (OEM)
Authorized Signatory**

FORM-VIII

Format for Annual Turnover as per the Audited Accounts

Towards the qualifying experience

(Equivalent in Rs. Crores)

Consultant*	-----(<i>Name of Consultant</i>)				
FY	2015- 16	2016- 17	2017- 18	Total	Average
Annual Turnover					
Certificate from the Statutory Auditor/ Chartered Accountant					
This is to certify that..... (<i>Name of the Consultant</i>) has received the payments and earned net profit shown above against the respective years.					
Name of the audit firm/CA:					
Seal of the audit firm/CA:					
Date:					
<i>(Signature, name, registration no. and designation of the authorised signatory)</i>					

- # The Consultant should provide the Financial Capability based on its own financial statements. Financial Capability of the Consultant's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Consultant.
- * Consultant should fill in details as per the row titled Annual turnover and net profit in the row below. In case the Consultant is a Consortium, for the purpose of evaluation on financial parameters, financial parameters of all the members shall be furnished in separate sheet for consideration.

Section 5.
Financial Proposal – Forms

FORM FIN-I

[Location, Date]

To,

[Name & Address of Nodal Officer]

Sub: Selection of Contractor/Agency for Engineering, Design, Construction, Procurement, Installation and Operation & Maintenance of (A) “Multi-Media Light and Sound Show” and (B) “Civil Works with Landscape and Horticulture Work” in Rajpur Park, Dehradun.

Sir,

We, the undersigned, offer to provide the services for the above assignment in accordance with your Request for Proposal vide advertisement dated [Date] for Selection of Contractor/Agency for Engineering, Design, Construction, Procurement, Installation and Operation & Maintenance of (A) “Multi-Media Light and Sound Show” and (B) “Civil Works with Landscape and Horticulture Work” in Rajpur Park, Dehradun.

2. We are hereby submitting our Financial Proposal for the sum of [Amount in words and figures]. This amount is exclusive of the applicable GST which we have estimated at the rate [.....]% calculated [Amount(s) in words and figures].
3. Our financial proposal shall be binding upon us subject to the modifications resulting from discussions, up to expiration of the validity period of the Proposal, i.e., [Date].
4. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly follow the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
5. We have gone through the RFP documents and understand the terms and conditions. We understand that you are not bound to accept any proposal you receive.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of the Firm: _____

Address: _____

FORM FIN-II

Format for Financial Proposal / Price Bid

Name of the Bidder:	
----------------------------	--

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Number#	Text#	Number#	Text#	Number#	Text#
Sl. No.	Item Description	Quantity	Units	Total Amount without Taxes	Total Amount in Words
1	2	3	4	6	7
1.	“Selection of Contractor/Agency for Engineering, Design, Construction, Procurement, Installation and Operation & Maintenance of (A) “Multi-Media Light and Sound Show” and (B) “Civil Works with Landscape and Horticulture Work” in Rajpur Park, Dehradun.”	1	Nos		
Total in Figures					
Quoted Rate in words					

POWER OF ATTORNEY

Know all men by these presents, We, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms..... Son/Daughter/Wife and presently residing at....., who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as (.....) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the MDDA, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with MDDA in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with MDDA.

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

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

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and other 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.*
- *For a Power of Attorney, Bidders may submit a General Power of Attorney notarized in India. However, at the time of negotiation it is mandatory to submit the Power of Attorney executed and issued overseas, legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*