



Prime Ministers
Museum & Library
प्रधानमंत्री संग्रहालय एवं पुस्तकालय

**Request for Proposal for Selection of Firm for Execution of Flyover Experience
Exhibit in Pradhanmantri Sangrahalaya, Teen Murti, New Delhi including
Operation and Maintenance for five years**

Reference Number - MOPM/RFP/2024/009/2

**Prime Ministers Museum & Library,
Pradhanmantri Sangrahalaya,
TEEN MURTI HOUSE, New Delhi, Delhi 110011**

Abbreviations

1.	EMD	Earnest Money Deposit
2.	INR / Rs.	Indian Rupee
3.	SLA	Service Level Agreement
4.	T	Date of Signing of Contract
5.	RFP	Request for Proposal
6.	JV	Joint Venture
7.	CA	Chartered Accountant
8.	PAN	Permanent Account Number
9.	GSTN	Goods and Service Tax Number
10.	PSU	Public Sector Undertaking
11.	FY	Financial Year
12.	PBG	Performance Bank Guarantee
13.	CV	Curriculum Vitae
14.	LOI	Letter of Intent
15.	TCP	Total Cost of Project
16.	PMML	Prime Ministers Museum & Library

Definitions

1.	Bidder	As defined below under the table in Section 5, that quotes a particular price, while competing with others, for providing services with respect to specific requirements in this Tender Document
2.	Purchaser	PMML
3.	Successful Bidder	The Bidder (including consortium members in case of consortium) to whom the contract is awarded and is fully responsible towards Purchaser for providing Services as per the requirements and terms and conditions specified in this Contract. The term shall be deemed to include the Bidder's successors, representatives (approved by the Department), heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract.
4.	Week	Designated time frame consisting of Six days excluding Monday and Public Holiday (as declared by PMML).
5.	Day	Any day which is not a Monday or a public holiday (As declared by the PMML).
6.	Total Work Value	This is the maximum value payable to the successful Bidder which is agreed between the Purchaser and the successful Bidder for the Project.
7.	Project	This means Execution of Flyover work specified in this RFP for the exhibits of Museum on Prime Ministers of India, Teen Murti, New Delhi including Operation and Maintenance
8.	Designated Authority	Departmental Official/ Committee who will approve all the deliverables submitted by the bidder.
9.	Central/ State Government Organization	Central or State Govt Ministries / Departments, PSUs, Statutory bodies, Autonomous Bodies and Societies.

10.	Confidential Information	Any information, technical data or know-how (whether disclosed before or after the date of this Contract), including, but not limited to, information relating to business and product or service plans, financial projections, business forecasts, sales and merchandising, human resources, patents, patent applications, computer object or source code, research, inventions, processes, designs, drawings, engineering, or that Successful Bidder acquires otherwise under this agreement, either directly or indirectly in writing, marketing or finance to be confidential or proprietary or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary.
11.	Applicable Laws	Laws and any other instruments having the force of law in India as they may be issued and in force from time to time.

- a. All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.
- b. The following documents along with all addendum issued thereto shall be deemed to form and be read and construed as integral part of this Contract and in case of any contradiction between or among them the priority in which a document would prevail over other would be as laid down below beginning from the highest priority to the lowest priority:
 - i. Contract;
 - ii. Annexes of this contract;
 - iii. RFP; and
 - iv. Letter of Award of contract
- c. Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between Purchaser and the Successful Bidder. The Successful Bidder shall, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

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Section 1: Notice Inviting Tender

PMML

RFP Reference Number: MOPM/RFP/2024/009/2

PMML invites online bids for Selection of Firm for Execution of Flyover Experience Exhibit in Pradhanmantri Sangrahalaya, Teen Murti, New Delhi including Operation and Maintenance for five years.

Section 2: Disclaimer

All terms defined in this document shall, unless repugnant to the context or meaning thereof, shall mean and include the survivors or survivors of them and their heirs, executors and administrators, and respective permitted assignments.

The Prime Ministers Museum & Library shall thereafter for the sake of brevity be referred to as “**PMML**”. The information contained in this Request for Proposal (RFP) or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of **PMML (“Purchaser”)** is provided to the Bidder(s) on the terms and conditions set out in this Request For Proposal (“**RFP**”) document and all other terms and conditions subject to which such information is provided.

This RFP document is neither an agreement nor an offer nor an invitation by the Purchaser to any parties other than those who are qualified to submit their bids (“**Bidder**”). The purpose of this document is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information the Bidders may require. This RFP may not be appropriate for all persons, and it is not possible for the Purchaser and its employees or advisors to consider the investment objectives, financial situation, and particular needs of the Bidders. Certain Bidders may have a better knowledge of the Project than others. Each Bidder must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may appear in it and is advised to carry out its own investigation into the Project, the legislative and regulatory regimes which applies thereto and by and all matters pertaining to the Project and to seek its own professional advice on the legal, financial, regulatory and tax consequences of entering into any contract or arrangement relating to the Project.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Purchaser accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The possession or use of this RFP in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves concerning, and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial, regulatory or tax advice.

The Purchaser shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution for unjust enrichment or

otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage. Neither the information in this RFP nor any other written or oral information in relation to the Bidding Process for implementing the Project or otherwise is intended to form the basis of or the inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the Project and should not be relied upon as such.

The Purchaser accepts no liability of any nature whether resulting from negligence or otherwise, however, caused, arising from a reliance of any Bidder upon the statements contained in this RFP. The Purchaser and its advisors may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, data, statements, assessment or assumptions contained in this RFP or change the evaluation or eligibility criteria at any time or annul the entire Bidding Process.

The issue of this RFP does not imply that the Purchaser is bound to select one of the Bidders or to appoint the Selected Bidder hereinafter defined, as the case may be, for the Project and the Purchaser reserves the right to reject all or any of the Bidders or Bids at any stage of the Bidding Process without assigning any reason whatsoever, including the right to close the selection process or annul the bidding process at any time, without incurring any liability or being accountable to any person(s) in any manner whatsoever. The decision of the Purchaser shall be final, conclusive and binding on all the parties.

The Bidders shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Purchaser or any other costs incurred in connection with or relating to its Bid including costs relating to submission and maintenance of various fees, undertakings and guarantees required pursuant to this RFP and also any cost relating to updating, modifying or re-submitting its Bid pursuant to the RFP being updated, supplemented or amended by the Purchaser. All such costs and expenses will be incurred and borne by the Bidders and the Purchaser shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the Selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any

officer/employee/ advisor/ representative of Purchaser or to any other person in a position to influence the decision of the purchaser, for showing any favor in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the Purchaser may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Proposal Security. Laws of the Republic of India are applicable to this RFP.

This RFP document and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the Project in accordance with the RFP, the information contained in the RFP document shall not be divulged to any other party. The information contained in the RFP document must be kept confidential. Mere submission of a responsive Bid/ Proposal does not ensure the selection of the Bidder.

The information contained in this document is selective and is subjected to updating, expansion, revision and amendment. Purchaser reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this document and/or the bidding process, without assigning any reasons whatsoever

Section 3: Introduction

The PMML is an autonomous body/society registered under the societies Act, funded by the Ministry of Culture of the Government of India.

Section 4: Document Control Sheet

1	Tender Inviting Authority Designation and Address	Prime Ministers Museum & Library (PMML), Teen Murti Bhavan, Teen Murti Marg, Teen Murti Marg Area, New Delhi, Delhi 110011
2	a) Name of the Work	Selection of Firm for Execution of Flyover Experience Exhibit in Pradhanmantri Sangrahalaya, Teen Murti, New Delhi including Operation and Maintenance for five years
	b) e-Tender Reference number	MOPM/RFP/2024/009/2
3	a) Tender document availability	26/11/2024
	b) Cost of Tender Document (Form Fee)	Nil
4	Publication of E-Tender	26/11/2024
5	Date, Time & Venue for Pre Bid meeting	06/12/2024 at 01:00 PM in Seminar Room, PMML Library Building, Teen Murti House, New Delhi
6	Last date for clarification/queries	05/12/2024 by 05:30 PM
7	Earnest Money Deposit (EMD)	INR 2,75,000/- MSME Exemption allowed
8	Performance Bank Guarantee	5% of the contract Value
9	Last date for submission, Time and Place of submission of Bid	17/12/2024 by 05:30 PM
10	Date & Time for Opening of Qualification Bids	18/12/2024 through e-Wizard portal

1 1	Date & Time for Opening of Commercial Bids	Will be duly informed to the Technically Qualified Bidders
1 2	Method of Selection	QCBS (70:30)
1 3	Similar Work	Similar work would mean works related to execution of Digital galleries/exhibition/experience/space including 2D/3D/AR/VR content for Govt./PSU/Semi-Govt. client

Note: All corrigendum /addendum /clarifications regarding this RFP shall be posted on the above mentioned websites only. No other communication or advertisement will be given.

Authority will not be responsible in case any bidder fails to upload the bid in stipulated time for any reason.

Section 5: Eligibility Criteria

This Invitation to Bid is open to all entities meeting or exceeding all of the following minimum Qualification criteria. Any Bidder not meeting even one of the qualification criteria as mentioned below shall be summarily rejected.

The Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in this Document. The Bidder must also possess the administrative capability, technical know-how and the financial wherewithal that would be required to successfully undertake the Project for the entire period of the Contract. The Bids must be complete in all respects and should cover the entire Scope of Work as stipulated in this Tender document.

Only agencies/ firms who meet the given minimum qualifying criteria are eligible to apply and agencies/ firms which do not meet the necessary eligibility criteria will not be considered for further evaluations.

S.No.	Clause	Documents Required
1	EMD should have been submitted.	Receipt of payment

2	<p>The Bidder should be registered under the Companies Act, 1956 or Companies Act, 2013 or a partnership firm registered under Indian Partnership Act, 1932 or Limited Liability Partnership registered under Indian Limited Liability Partnership Act, 2008 or a JV or a Consortium (maximum 2 members) having a valid PAN and having business income in the same line of business for past 3 years as on 31-03-2024.</p>	<p>Copy of Certificate of Incorporation/ Partnership deed/ Registration self-certified by the Authorized Signatory of the company.</p> <p>In the case of Consortium/JV, these documents are to be submitted by all members. Lead member should have responsibility of executing minimum of 51% of work defined in the RFP and also have minimum of 51% of share in the consortium.</p>
3	<p>The Signatory signing the Bid on behalf of the Bidder should be duly authorized by the Board of Directors/Partners of the Bidder to sign the Bid on their behalf.</p>	<p>Power of Attorney/ Board Resolution executed by the bidder in favor of the authorized signatory</p> <p>In the case of Consortium/JV, these documents are to be submitted by all members.</p>
4	<p>Bidder should not have been black listed by any Government or quasi-Government entity in India (Centre / State / Local Bodies, PSU or any State Organization etc.) for breach of any applicable law or violation of regulatory prescriptions or breach of agreement as on the date of submission of Bid.</p>	<p>Affidavit as per the Annexure 14.1</p> <p>In the case of Consortium/JV, these documents are to be submitted by all members.</p>
5	<p>The bidder must possess a valid GSTIN and PAN No.</p>	<p>Copy of the GST Certificate and PAN.</p> <p>In the case of Consortium/JV, these documents are to be submitted by all members.</p>

6	Bidder should have 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 Applicant, nor been expelled from any project or agreement or have had any agreement terminated for breach.	Affidavit as per the Annexure 14.1 In the case of Consortium/JV, these documents are to be submitted by all members.
7	The bidder should have a minimum of (i) One similar works completed in last 7 years each costing not less than the amount equal to 2 Cr (exc GST) or (ii) Two similar works completed in last 7 years each costing not less than the amount equal to 1.25 Cr (exc GST) or (iii) Three similar work completed in last 7 years costing not less than the amount equal to INR 1 Cr (exc GST)	Copies of the work order along with the completion certificate as per format in Annexure 14.2. In the case of Consortium/JV, this criteria can be fulfilled by all members combined.
8	The Bidder must have an average annual turnover of at least INR 75 Lakh for the following financial years: FY 21-22, FY 22-23 and FY 23-24. If the Audited Balance Sheet of FY 23-24 is not available, provisional may be submitted.	Turnover certificate audited by statutory auditor mentioning average turnover of the 3 financial years. Audited Balance sheet of the Bidder for each of the 3 financial years. In the case of Consortium/JV, this criteria can be fulfilled by all members combined.

9	The Bidder should have positive net worth as on the date 31st March 2024. If the Audited Balance Sheet of FY 23-24 is not available, provisional may be submitted.	Certificate duly signed by Statutory Auditor/ CA/ Company Secretary of the Bidder mentioning the net worth. In case of Consortium/JV, this criteria is applicable to the lead member only.
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Any Bid failing to meet the above stated Qualification criteria shall be summarily rejected and will not be considered for further Evaluation.

Note: All documents need to be scanned and uploaded. No Physical copies are required.

Section 6: Terms of Reference

The general scope of work includes following deliverables:

6.1. Fly over experience

The bidder shall develop and install the flyover experience featuring 3D content and a seating pod with a capacity of nine (9), programmed to synchronize with the content for an immersive and engaging experience.

The content will be fully developed in a 3D environment (asset creation/modelling, texturing, level creation, render in 3D) and rendered in a way that allows participants to view it in 3D, ensuring a high level of realism and depth. Bidders shall ensure visual quality, ensuring high-definition graphics and fluid animations to create optimum experience. The content shall be produced both viewable in 3D as well as stereoscopic form.

The content shall be synchronized with the motion of the seating pod and pod shall be programmed to move in 100% alignment with the 3D visuals, creating a dynamic simulation that enables the sense of flying over various scenes (10 numbers of environments/sites). The movements of the pod should include a variety of actions to enhance the immersion of the experience such as hovering, tilting, flying, vibrations, mild jerks and many others.

There should be a provision to place/assemble a temporary ramp adjacent to the pod within 10 minutes of time, such that the pod becomes wheelchair accessible. The 01 seat which is adjacent to the ramp entry should be rotatable to allow easy seating of the visitor on it.

The bidder shall also provide required hardware for 3D surround sound and effects such as air, strobe, mist, etc.

The bidder shall also ensure that all necessary safety measures are implemented, including safe boarding onto the pod with support of stairs, secure seating with safety harnesses for each participant and a controlled range of motion to avoid excessive movement. The pod's movements will be smooth and synchronized with the visual content to provide a safe yet thrilling experience.

The hardware supplied by the bidder should be capable of operating at least 12hrs/day.

Bidder shall maintain and submit all the required Documentation and must create, periodically update and submit complete documentation of the work at all relevant stages including:

- a) The detailed requirements relating to documentation is provided in this RFP document.
- b) Exit Management Plan: The selected Bidder shall provide Exit Management Plan to PMML before System Go-Live.
- c) Technical/Architecture requirements
- d) Non-Functional requirements
- e) Standard Operating Procedures to run, operate and troubleshoot the deployed system at PMML
- f) Quality and Compliance requirements documents.

6.2. Operation & Maintenance for 5 years

- 1) The bidder shall employ 01 nos of staff in museum premises for a period of five years from the date of inauguration of the above exhibits to achieve following tasks:
 - a) Turning on/off the exhibits on daily basis
 - b) Reporting of hardware/software (excluding server hardware) defects, software bugs to the bidder, so that the bidder shall rectify the same. If any defect requires more than the defined Turn Around Time (TAT), the bidder shall send detailed reasons to the Purchaser within the first day of the defect and shall do the rectification within the extended period of 15 days, if approved by the Purchaser, post which penalty at the annual rate of 20% of yearly cost of Operation & Maintenance shall be imposed on pro-rata basis daily. TAT is defined in Table 1 below.

- 2) The bidder shall maintain all fitouts and hardwares that are installed by the bidder in the museum for a period of five years.
- 3) Any warranty/repair/replacement claims to be done from OEM are the responsibility of the bidder.
- 4) The bidder shall regularly maintain/upgrade/patch all the software as and when required.
- 5) Any liabilities arising from any exhibit executed by the bidder shall be the bidder's responsibility.
- 6) Rectification of any defects arising in any exhibit shall be the bidder's responsibility.
- 7) The bidder shall train PMML personnel / PMML chosen people (04 personnel) of the Purchaser who can independently run the operations and do initial troubleshooting without bidders support.

Type	Issue	TAT
Electronics	Any hardware fault. (Spare parts to be maintained as per RFP conditions)	2 days
Software	Software bugs	1 day
Fitout	Minor fixes like wall paint, putty, etc	2 days
	Major fixes that can be done at site	3 days
	Any fixes that need to be done at factory	10 days

If in case, the bidder stops Operation & Maintenance for whatsoever reason, other than non realization of payments as per terms and conditions of RFP, the Purchaser shall have the right to blacklist the bidder.

Post completion of 5 years of Operation & Maintenance, the Purchaser shall ask the successful Bidder for proposal for extension of the Operation & Maintenance of the period as deemed fit by the Purchaser. If the successful bidder gives a proposal with yearly cost of less than equal to 1.1 times the average yearly cost of Operation & Maintenance of 5 years, the Purchaser may extend the Operation & Maintenance contract.

The scope of work includes comprehensive support during this period along with back to back support arrangements with the respective OEMs with appropriate response time and resolution time. Necessary proof for the tie-up arrangements with the OEMs to be provided to PMML. In case, the OEM does not provide these support, Bidder shall give certification of

this support from their end throughout this period. Successful bidder should start the operation & maintenance from the date of completion of setup of the experience.

Maintenance of spares / inventory and Training and Capacity Building is a critical component for the adoption of the experience at PMML. The purpose of this initiative is to equip the end-users and other stakeholders of the system with the right skills and knowledge to use the equipment in the most effective manner. This is critical to the sustainability of use of the AI solution by the end-user community.

The selected Bidder will be responsible for creation of a detailed and effective training strategy, user groups and classifications, training plan and guidelines, detailed training material and training program designed for delivery to the target users. The selected bidder will also be responsible for drawing out an effective methodology for evaluation of each training and to measure the effectiveness of the training. The training and capacity building shall include.

- a) Bidder has to develop training modules which are necessary to install and operate and run the equipment without bidders assistance.
- b) The trainer should have experience of imparting training and preferably have relevant certificates in the training modules specified.
- c) Bidder should submit a Training plan, Evaluation process and incorporate PMML feedback in day to day operations.
- d) Bidder needs to develop SoP and Course Material and must train atleast 04 staff members nominated by PMML who can operate and run the system without bidders' personnel assistance.

BIDDER'S OBLIGATIONS:

a) Bidder shall be responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract. It will also ensure that any change in its constitution, ownership or any material incident having a bearing on its performance obligation towards PMML will be immediately brought to the notice of PMML along with an action plan to cure deficiencies, if any, arising therefrom.

b) Bidder is obliged to work closely with PMML’s staff, act within its own authority and abide by directives issued by PMML from time to time and complete implementation activities.

c) Bidder will abide by the job safety measures prevalent in India and will free PMML from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider’s negligence. Service Provider will pay all indemnities arising from such incidents and will not hold PMML responsible or obligated.

(d) Bidder will ensure that any change in its constitution, ownership or any material incident having a bearing on its performance obligation towards PMML will be immediately brought to the notice of PMML along with an action plan to cure deficiencies, if any, arising therefrom.

(e) The flyover should have provision for Divyangjans and at least one seats should be accessible to the person with disabilities and should be indicated by proper signage.

(f) Bidder Shall conduct rigorous testing to ensure the reliability, seamless performance of all digital systems being deployed at PMML and share Reports with PMML before operationalising the system, Testing shall be a pre-requisite of operationalising the system.

(g) Bidder shall ensure deployment of state-of-the-art hardware, software as per the latest industrial standards (such as ISO/BIS Standard) and ensure continuous maintenance and updation / upgradation of the technology during the O&M Period.

(h) Bidder shall identify risks and dependencies as well as suggest mitigation plan to PMML to Ensure systems are always up and running and meeting PMML requirements

(i) Manage shall installations, configurations, updates and upgrades including backups, as and when required and ensure real time monitoring of service levels, performance and utilization of all systems, devices, equipment and manpower resources

Section 7: Payment and Deliverables Schedule

Payment to the successful bidder shall be released as per the following schedule post approval of stage completion from the Purchaser, given the following timelines are met.

(T = Date of allotment of work to the successful bidder)

S.No.	Stage/Deliverable	Payment to be made	Time to Complete
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1	Providing & Fixing of all FITOUT Items	15% of the total contract value	T + 1 month
2	Supply of all TECH HARDWARE Items	30% of the total contract value	T + 1 month
3	Installation, Testing & Commissioning of all TECH HARDWARE Items	5% of the total contract value	T + 2 months
4	Development of all CONTENT Items	15% of the total contract value	T + 2 months
5	Supply, Installation, Testing and Commissioning of all SOFTWARE Items	10% of the total contract value	T + 2 months
7	Operation & Maintenance for 5 years	25% of the total contract value, Paid quarterly in equal installments	T + 2 months + 5 years

Note:

- 1. Payment for any of the stages will only be released post submission of the Performance Bank Guarantee to the Purchaser. Refer Section 10.17.**
- 2. The Purchaser reserves the right to deduct a portion of the agreed fee of the successful Bidder, in case of any deficiency in the services rendered as per the Section 13 of this document**
- 3. The Purchase shall not entertain any cost inflation due to extension of execution timeline of work due to either Purchaser/Successful Bidder.**

Section 8: Technical Bid Evaluation

Purchaser reserves the right to cross verify the documents/credentials with the bidder. The Documents submitted by the Bidder should clearly depict the credential/criteria as required, failing which the document shall not be considered for evaluation.

S. No.	Evaluation Criteria	Marks	Maximum Marks	Supporting Document
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1	Average annual turnover for the following financial years from similar works: FY 21-22, FY 22-23 and FY 23-24. If the Audited Balance Sheet of FY 23-24 is not available, provisional may be submitted.	>= INR 75 Lakh & < INR 1.25 Cr - 10 marks	20	Turnover certificate audited by statutory auditor mentioning average turnover of the 3 financial years. Audited Balance sheet of the Bidder for each of the 3 financial years. In the case of Consortium/JV, this criteria can be fulfilled by all members combined.
		>= INR 1.25 Cr & < INR 2 Cr - 15 marks		
		>= INR 2 Cr - 20 marks		
2.1	Key personnel	Director of Photography	10	CV as per Annexure 14.4 with copy of qualification document In the case of Consortium/JV, this criteria can be fulfilled by all members combined.
		Bachelor or above any field with similar experience		
		Experience >= 15 years		
2.2		Project Manager	5	
		Bachelors or above in any field with relevant experience		
		Experience >= 5 years		
2.3	Software Developer	5		
	Bachelors in CSE/IT/ECE/Electrical with relevant experience			
	Experience >= 2 years			

3.1	Similar work experience	Experience in installation and setting up of experience featuring 3D content and development of program/content for an immersive and engaging experience: 1 work - 5 marks	5	Copies of the work order along with the completion certificate as per format in Annexure 14.2. In the case of Consortium/JV, this criteria can be fulfilled by all members combined.
3.2		Experience of shoot/drone scanning 1 work - 5 marks	5	
3.3		Experience of Operation & Maintenance of similar work where at least 1 year has been completed 1 work - 5 marks	5	
4	Presentation	Bidder Profile and Quality of Past Works - 15 marks	45	Technical Presentation of qualified bidders
		Understanding of Scope of Work - 5 marks		

		Approach & Methodology and Plan of Operation & Maintenance (Manpower, Spare Parts, Turn Around Time, etc) - 10 marks		
		Demonstration of 1 minute sample 3D Content - 15 marks		

Note: Only those bidders whose absolute technical score is 70 or more shall be considered by the Purchaser for financial bid opening. In addition, Evaluations will be based on documentary evidence submitted by the Bidders/Applicants.

Section 9: Financial Bid Evaluation

Bidders should submit the financial bid as per the format given in Annexure 15.1.

The bids will be evaluated on Quality and Cost Based Selection method (QCBS) basis with 70% weightage on technical score and 30% weightage on financial score.

FINANCIAL SCORE = $100 \times \text{FINANCIAL PROPOSAL OF LOWEST BIDDER} / \text{FINANCIAL PROPOSAL OF BIDDER UNDER CONSIDERATION}$ {Adjust to two decimal places}

THE COMPOSITE SCORE SHALL BE COMPUTED AS FOLLOWS:

COMPOSITE SCORE = (TECHNICAL SCORE X 0.70) + (FINANCIAL SCORE X 0.30)

The bidder with the highest composite score will be declared as the successful bidder. In case of tie in the highest composite score of multiple bidders, the bidder with higher technical score will be declared as the successful bidder.

Note: Technical score is the technical marks scored by the bidder in the technical bid.

Section 10: Instructions to Bidders

10.1 General

- All information supplied by bidders shall be treated as contractually binding on the bidders on successful award of the assignment by Purchaser on the basis of this tender.
- No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Purchaser. Purchaser may cancel this RFP at any time prior to a formal written contract being executed by or on behalf of Purchaser.
- This RFP does not constitute an offer by Purchaser. The bidder's participation in this process may result in the Purchaser selecting the bidder to engage towards execution of the contract.
- The personnel assigned by the successful Bidder to perform the Services shall be employees of Bidder or its consortium partners, and under no circumstances shall such personnel be considered employees of PMML or its nominated agencies. The Bidder shall have the sole responsibility for the supervision and control of the personnel deployed in the Project and for payment of such personnel's compensation, including salary, Medical insurance etc and withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all obligations of an employer subject to Applicable Law.

10.2 Validity of the bids

- Bids shall remain valid upto 180 days from the date of submission of bids. Purchaser reserves the right to reject a proposal valid for a shorter period as non-responsive.
- In exceptional circumstances, the Purchaser may solicit the bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. A bidder granting the request will not be permitted to modify its Bid.
- Purchaser reserves the right to annul the tender process, or to accept or reject any or all bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such a decision.

10.3 Tender Document Fees

The bidder may download the tender document from the website as mentioned in the document control sheet. The bidder shall furnish tender document fees, if any, as part of

the Eligibility Criteria, as per detail provided in the Document Control sheet. Any processing fees associated with the tender document fees needs to be borne by the bidder. The fees is non-refundable.

10.4 Amendment to the Tender document

- Amendments necessitated due to any reasons, shall be made available on the website only as provided in the document control sheet. It shall be the responsibility of the bidders to keep on visiting the website to amend their bids incorporating the amendments so communicated through the website. Purchaser shall not be responsible for any oversight or negligence on the part of the bidders on the amendments to the terms and conditions of the tender document and notified through the website.
- The corrigendum (if any) & any other related communication regarding this tender shall be posted only on the website and no separate communication either in writing or through email will be made to any interested/ participating bidders.
- Any such corrigendum(s) or addendum(s) or clarification(s) shall be deemed to be incorporated into the tender document.
- Purchaser, at its discretion and at any moment of time, may extend the last date for the receipt of Bids.

10.5 Clarifications on Submitted bids

During the process of evaluation of the Bids, the Purchaser may, at its discretion, ask Bidders for clarifications on their bids. The Bidders are required to respond within the prescribed time frame given for submission of such clarification.

10.6 Earnest Money Deposit (EMD)

- The bidder shall furnish EMD, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet.
- The EMD shall be in Indian Rupees and the bidder has to pay through online mode. EMD is to be submitted in the following Bank Account:
Account Name: Prime Ministers Museum and Library
Bank Name: ICICI Bank
A/c No. 114505002341
IFSC: ICIC0001145
- EMD of the successful bidder will be released after the successful bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG) as performance security.
- EMD of all unsuccessful bidders would be refunded by Purchaser as promptly as possible after the signing of the agreement with the successful bidder.

- The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.
- MSME are exempted from submission of Tender Fee and EMD on the production of requisite proof in the form of registration certificate.
- The Earnest Money will be forfeited on account of one or more of the following reasons:-
 - ✓ Bidder withdraws its bid during the validity period specified in the RFP.
 - ✓ Bidder does not respond to requests for clarification of its bid.
 - ✓ Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - ✓ In case of a successful bidder, the said bidder fails to sign the contract in time; or furnish Performance Bank Guarantee in time.

10.7. Preparation of Bid

The Bidder must comply with the following instructions during the preparation of Bid:

- The Bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and conditions and other formats of the bid. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the requirements of the bid shall be at the Bidder's own risk and may be liable for rejection.
- The Bid and all associated correspondence shall be written in English and shall conform to prescribed formats. If any supporting documents submitted are in any language other than English, a translation of the same in English language is to be duly attested by the Bidders. Any interlineations, erasures or over writings shall be valid only if they are authenticated by the authorized person signing the Bid.
- The bid shall only be uploaded on the <https://nmml.ewizard.in> and <http://nehrumemorial.nic.in/e-tenders.html> website by the Bidder or duly authorized person(s) to bind the Bidder to the contract. The bids submitted by fax/e-mail etc. shall not be accepted. No correspondence will be entertained on this matter.
- All payments / deposits / fees with respect to this tender shall be in Indian Rupee only.
- No bidder shall be allowed to modify, substitute, or withdraw the Bid after the last date of its submission.
- The bidder shall be responsible for all costs incurred in connection with participation in the Bid process, including, but not limited to, costs incurred in the conduct of

informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by Purchaser to facilitate the evaluation process, in negotiating definitive “Successful bidders” and all such activities related to the bid process. Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- Every page of the documents submitted by the bidder must be duly signed by the authorized signatory of the bidder along with the Organization seal.
- Failure to comply with the below requirements shall lead to the Bid rejection:-
 - ✓ Comply with all requirements as set out within this RFP.
 - ✓ Submission of the forms and other particulars as specified in this RFP and respond to each element in the order as set out in this tender.
 - ✓ Non-submission of all supporting documentation specified in this RFP, corrigendum or any addendum issued.

10.8 Disqualifications

Purchaser may at its sole discretion and at any time during the evaluation of Bids, disqualify any Bidder, if the Bidder has:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- Exhibited a record of poor performance such as abandoning work, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- Failed to provide clarifications related thereto, when sought;
- Submitted more than one Bid (directly/in-directly);
- Declared ineligible by the Government of India/State/UT Government for corrupt or fraudulent practices or blacklisted.
- Engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- Made material misrepresentation or has given any materially incorrect or false information.
- Submitted a bid with price adjustment/variation provision.
- Documents are not submitted as specified in the RFP document.
- Suppressed any details related to the bid.
- Submitted incomplete information, subjective, conditional offers and partial offers submitted or Not submitted documents as requested in this document

- Submitted bid with lesser validity period
- Any non-adherence/non-compliance to applicable RFP content

10.9 Deviations

Bids submitted with any deviations to the contents of the Tender Document will be considered as non-responsive. No deviation(s) / assumption(s) / recommendation(s) shall be allowed with the bid. Bidders must ensure that pre-bid meeting is attended by their authorized representatives so that all clarifications and assumptions are resolved before bid submission

10.10 Clarification on Tender Document

The bidders requiring any clarification on the bid/ RFP document may submit its queries on or before the last date of clarifications/queries as mentioned in the Document Control Sheet in the following format in a MS Excel file:

S.No	Page No.	RFP Clause No.	Clarification/Request Sought
1.			
2.			

10.11 Bid Opening

- Purchaser will constitute a committee to evaluate the Bids submitted by Bidders. A three stage process, as explained hereinafter, will be adopted for evaluation of Bids. No correspondence will be entertained outside the process of evaluation defined by the Purchaser.
- The Bids submitted will be opened at time & date as specified in the document control sheet by Purchaser or any other officer authorized by Purchaser, in the presence of bidders or their representatives who may wish to be present at the time of bid opening.
- Only two persons for each participating bidder shall be allowed to attend the Bid opening meetings.
- The representatives of the bidders are advised to carry an identity card or a letter of authority from the bidders to establish their identity for attending the bid opening and pre bid meetings.
- Purchaser may, at its discretion, call for additional information from the bidder(s)

through email/fax/telephone/meeting or any other mode of communication.

Such information has to be supplied within the set time frame as asked by Purchaser, otherwise Purchaser shall make its own reasonable assumptions at the total risk and cost of the bidder and the bid may lead to rejection. Seeking clarifications cannot be treated as an acceptance of the bid. For verification of information submitted by the bidders, the Purchaser may visit the bidder's offices at its own cost. The bidders shall provide all the necessary documents, samples and reference information as desired by the Purchaser.

10.12 Bid Evaluation

The bid evaluation will be carried out in a three stage process as under:

- Pre-qualification / eligibility evaluation.
- Technical evaluation.
- Commercial bids evaluation.

10.13 Pre-Qualification/ Eligibility Evaluation

- The evaluation of the bidders will be carried out by the Purchaser as per the pre-qualification / eligibility criteria defined in this tender document.
- Only the bidders who fulfill the given pre-qualification / eligibility Criteria shall be eligible for the next round of evaluation i.e. Technical evaluation.
- Non-conforming bids will be rejected and will not be eligible for any further processing.
- The eligibility criteria is mentioned in Section 5 of this document.

10.14 Technical Evaluation

- The evaluation of the bidders will be carried out by the Purchaser as per the Technical Evaluation criteria defined in the RFP document. Bidders who qualify in the technical evaluation round shall only be eligible for the next round of evaluation i.e. Commercial Bid Opening. Bids of the bidders, who do not qualify in the technical evaluation stage, will be rejected and will not be eligible for any further processing.
- The technical evaluation of the bidders shall be done based on the parameters defined in **Section 8** of this document.

10.15 Commercial Bid Evaluation

- Commercial bids will be opened only for those Bidders, who secure the qualifying marks in the Technical Evaluation, on the prescribed date in the presence of bidder's representatives.

- The Bidders shall quote price as per commercial Bid format.
- A contract will be signed with “Successful bidder” which will be based on the highest composite score Failure to abide the RFP conditions may result in forfeiture of EMD & PBG.
- Any conditional commercial bid will lead to disqualification of the entire bid and forfeiture of the EMD.
- Bidders quoting negative rates will be treated as non-responsive and will result in forfeiture of the EMD.
- Errors & Rectification:
 - ✓ If there is a discrepancy between words and figures in the financial bid, the amount in words will prevail.
 - ✓ If the bidder doesn’t accept the correction of error(s) as specified, its bid will be rejected and EMD will be forfeited.

10.16 Notification of Award of Contract

Purchaser will notify the Successful Bidder in writing about acceptance of their bid. The notification of award will constitute the formation of the contract after submission of performance bank guarantee.

10.17 Performance Bank Guarantee

The Performance Bank Guarantee equal to 5% of the contract value (inc GST) shall be submitted by the successful bidder. Performance Bank Guarantee shall be rounded off to the nearest thousand Indian Rupees and made from a Scheduled Commercial Bank in India in favour of “Prime Ministers Museum & Library”. It should be in the form of an unconditional, irrevocable and continuing Bank Guarantee as per Annexure 14.4. The Performance Bank Guarantee shall be submitted within 15 (Fifteen) days from the day the contract is signed. That failure of the “Successful Bidder” to submit Performance Bank Guarantee as per the terms of this clause, shall result in forfeiture of EMD and annulment of the award of the contract.

Performance Bank Guarantee would be returned only after adjusting or /recovering any dues recoverable/payable from/by the Bidder including but not limited to any claims, losses, damages, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations on any account under the contract. EMD of the successful bidder will be returned on the submission of performance bank guarantee.

*In case, the date of acceptance of completion as defined in the return period is greater than the expiry period, the expiry and the claim period should be extended by the successful bidder accordingly.

10.18 Signing of the Contract

- The Successful Bidder will sign the contract with the Purchaser within 7 working days of the release of notification or Letter of Intent.
- After signing of the contract, no variation or modification of the terms of the contract shall be made except by mutual written amendment signed by both parties.

10.19 Fraud and Corrupt Malpractices

- All Bidders must observe the highest standards of ethics during the process of selection of "Successful Bidder" and during the performance and execution of contract.
- For this purpose, definitions of the terms are set forth as follows:
- "**Corrupt practice**" means the offering, giving, receiving or soliciting of anything of value to influence the actions of the Purchaser or its personnel in contract executions.
- "**Fraudulent practice**" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or noncompetitive levels and to deprive Purchaser - of the benefits of free and open competition.
- "**Unfair trade practice**" means supply of services different from what is ordered on, or change in the Scope of Work.
- "**Coercive practice**" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of a contract.
- Without prejudice to the rights hereinabove the Purchaser will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to have been engaged in corrupt, fraudulent, unfair trade or Coercive practices.
- Purchaser will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if the bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

10.20 Waivers

Purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

10.21 Confidentiality

The Successful Bidder and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the Purchaser or operations without the prior written consent of the Department unless it is directed to do so by any statutory entity that has the power under law to require its disclosure.

10.22 Duties, Taxes and Statutory Levies

- 1) The Bidder shall bear all personal taxes levied or imposed on account of payment received under this Contract.
- 2) The Bidder shall bear all corporate taxes, levied or imposed on account of payments received from Purchaser for the work done under this Contract.
- 3) The bid amount shall be exclusive of Goods & Services Tax ("GST"). The Purchaser shall pay the GST amount as and where applicable at the prevailing rate and at actuals. However, other than GST, the bidder shall bear all other taxes and duties etc. levied or imposed under the Contract for submission of final price bid, i.e., on account of payments received by him for the work done under the Contract. It shall be the responsibility of the Bidder to submit to the concerned tax authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide such information to the Purchaser from time to time, as it may be required in regard to the Bidder's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The amount of tax withheld by Purchaser shall at all times be in accordance with Indian Tax Law and will furnish to the Bidder original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.
- 4) The Bidder shall be solely responsible for the payment /fulfillment of its tax liabilities and obligations under the Income Tax Act and other such laws in force and Purchaser shall not bear responsibility for the same.

10.23 Joint Ventures/ Consortium

Joint Venture/ Consortium is allowed. Maximum 2 members can participate. The consortium agreement must be submitted along with a technical bid.

10.24 Insurance

- 1) All risk insurance from the effective date of the work order through the expiration of the Services, the successful bidder shall maintain an All Risks Property Insurance for the total consideration amount, for which the premium shall be paid by the successful bidder. The beneficiary under this insurance policy shall be the Purchaser.

- 2) Insurance for labourers and workmen. The successful bidder shall procure labour and workers' compensation and disability insurance.
- 3) In the event that the cost of any loss or damage that does not fall within the scope of Force Majeure or cannot be recovered from the insurers, the successful bidder shall, in accordance with its obligations be liable to bear the said costs, and on demand shall pay the same to the Purchaser.

Section 11: Award of Contract

11.1 Notification to Bidder

Purchaser will notify the successful Bidder online that its proposal has been accepted. The notification of award, termed as Letter of Intent or LOI in sections to follow, will lead to the signing of the Contract. Upon the successful Bidder's furnishing of performance bank guarantee, Purchaser will promptly notify each unsuccessful Bidder online and EMD will be returned as per the RFP.

11.2 Signing of the Contract

Purchaser shall enter into a Contract, incorporating all Agreements, as specified in this document, with the successful Bidder. The successful bidder shall sign the agreement within 7 business days of award of contract.

11.3 Validity of the Contract

The Contract / Agreement will be valid till the completion of work.

11.4 Expenses for the Contract

The incidental expenses of execution of Contract shall be borne by the successful Bidder.

11.5 Failure to abide by the terms of Contract

Failure of the successful Bidder to agree with the Terms & Conditions of the Contract (Refer Section 10, 12 & 13) shall constitute sufficient reason for the annulment of the award, in which Purchaser may forfeit the EMD, Performance Bank Guarantee or both. In this case, re-tendering will be done.

11.6 Invoicing

The Successful bidder needs to obtain Approval from the Purchaser after every deliverable. Following this, the Successful bidder shall submit an invoice to Purchaser along with a successful certificate.

Section 12: General Contract Conditions

12.1 Standards of Performance

The Successful Bidder shall deliver the services and carry out their obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Successful Bidder shall always act in respect of any matter relating to this contract as a faithful Successful bidder to the Purchaser. The Successful bidder shall always support and safeguard the legitimate interests of the Purchaser, in any dealings with the third party. The Successful bidder shall conform to the standards laid down in the RFP in totality.

12.2 Prices

- The service charges quoted in the commercial bid shall be inclusive of all statutory duties & taxes, except GST, as and where applicable.
- The prices shall remain valid for the complete contractual period. No upward revision in prices will be accepted after opening of the bids and during the validity of the contract. However, the “Successful Bidder” will pass on the benefit of any downward revision in the prices to the Purchaser. Such downward revision in prices (or a better price offer by the Successful bidder) must be intimated to the Purchaser in writing. Such downward revision in prices shall be in proportion (or higher) to decrease in the publicly declared rates of the Successful Bidder or its subcontractors/ partners/ vendors. Purchaser will validate the downward revision of prices and notify the new prices to the successful bidder. The revised prices, once notified by Purchaser, shall apply for all in-force and subsequent work orders. All invoices of in-force work orders too shall make immediate reference to the revised rates from the date on which the Successful bidder intimates the Purchaser.
- In case it comes to the notice of the Purchaser that there has been a significant decrease in prices in the market, the Purchaser may request the concerned “Successful Bidder”, to revise the prices accordingly.
- Once the contract is awarded, the successful bidder will have to provide the complete break up of the prices as per terms of reference defined in section 6 of this document.

12.3 Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Delhi.

12.4 Termination of Contract or Work Orders

12.4.1 Termination of Contract for default

Prior to providing notice of termination to Service Provider, PMML shall provide Service Provider with a notice of 15 (Fifteen) days to cure such breach of the Contract. If the breach continues or remains unrectified after expiry of cure period, PMML shall have right to initiate action in accordance with above clause.

In the event PMML terminates the Contract in whole or in part for the breaches attributable to Service Provider, PMML may procure, upon such terms and in such manner as it deems appropriate, software and Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to PMML for any increase in cost for such similar Software Solution and/or Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.

If the Contract is terminated under any termination clause, Service Provider shall handover all assets/documents/ executable/ PMML's data or any other relevant information to PMML in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another service provider or to PMML.

- The Purchaser without prejudice to any other remedy for breach of Contract, by a written notice of not less than 15 (Fifteen) days sent to the Successful Bidder may terminate the Contract/ blacklist in whole or in part for any of the following reasons:
 - ✓ If the Successful Bidder fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser; or
 - ✓ If the Successful Bidder fails to bid or respond for three consecutive bid given by the Purchaser without assigning any satisfactory reason to Purchaser in writing or by email; or
 - ✓ If the Successful Bidder fails to perform any other obligation(s) under the contract; or
 - ✓ Laxity in adherence to standards laid down by the Purchaser; or
 - ✓ Discrepancies/deviations in the agreed processes and/or Services; or
 - ✓ Violations of terms and conditions stipulated in this RFP.
- In the event the Purchaser terminates the Contract in whole or in part for the breaches attributable to the Successful Bidder, the Purchaser may procure, upon such

terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Successful Bidder shall be liable to the Purchaser for any risk and cost for such similar Services. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.

- If the contract is terminated under any termination clause, the Successful Bidder shall handover all documents/ executable/ Purchaser data or any other relevant information to the Purchaser in a timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Purchaser.
- During the transition, the Successful bidder shall also support the Purchaser on technical queries/support on process implementation or in case of any provision for future upgrades.
- The Purchaser right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.
- In the event of failure of the Successful Bidder to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Purchaser at its sole discretion may make alternate arrangements for getting the Services contracted with another vendor. In such a case, the Purchaser shall give prior notice to the existing Successful Bidder. The existing Successful Bidder shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Successful Bidder shall render all reasonable assistance to the new Service Provider within such period prescribed by the Purchaser, at no extra cost, for ensuring smooth switch over and continuity of services. If an existing Successful bidder is breach of this obligation, they shall be liable for paying a penalty as provided in the Penalty Section of this document, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee. Purchaser or the "Successful Bidder" can terminate the contract in the event of default of terms and conditions of this RFP or the contract by the other party by giving 1 month written notice.
- Upon termination of this Contract due to any reason whatsoever or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth herein, (iii) and any right which a Party may have under the Applicable Law.

12.4.2 Termination of contract for Insolvency, Dissolution, etc.

Purchaser may at any time terminate the Contract by giving written notice to the Successful

bidder, if the concerned “Successful bidder” becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the “Successful bidder” provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

12.5 Exit Management

- The duration of Exit Management will normally be 1 month from the date of termination or one month prior to expiry of contract / work order. In case of providing services post termination or post expiry of the work order, the Purchaser will pay for the services consumed during the exit management period.
- During the exit management period and for 30 days post expiry of the work order/ contract, the Successful bidder will not take action to stop the work as mentioned in this RFP as a result of the termination or expiry of contract / work order. In addition, during such a period, the Successful Bidder will permit the Purchaser or its nominated agency to assess the existing services being delivered as per RFP.
- During the exit management period, the Successful Bidder shall ensure supply of all services as per the work order/ RFP so that the business of the Purchaser is not affected.
- The Successful Bidder shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to Purchaser / replacement Agency and which the Successful Bidder has in its possession or control at any time during the exit management period.
- All information (including but not limited to documents, records and agreements) in digital and/ or paper form relating to the services reasonably necessary to enable Purchaser and its nominated agencies to carry out due diligence in order to transition the provision of the Services to Purchaser or its nominated agencies, must be maintained by the Successful Bidder from commencement of the services.
- The Purchaser will issue a written sign-off after the successful transition from the Successful Bidder. Successful Bidder shall not delete any content till such a written signoff is provided by the Purchaser along with an explicit request to delete/ remove the content.
- The Successful Bidder will be paid only for the services rendered until the services are being rendered by the Successful Bidder. If the sign-off is provided before the exit management period is over, the applicable charges will only be paid until the sign-off.
- The payment for the final invoice along with any applicable exit management service costs will be paid only on the written sign-off from the Purchaser.
- Continuity and performance of the Services at all times including the duration of the

Agreement and post expiry of the Agreement is a critical requirement of PMML. It is the prime responsibility of the bidder to ensure continuity of service at all times of the Agreement including exit management period (six months). Bidder shall ensure the continuity during the transition period and in no way any facility/services shall be affected/degraded. Amongst others, the service provider could be changed/decommissioned subject to the following two triggers as explained below:

1. **Non-performance:** The performance will be monitored against performance and if the service provider fails to meet the desired levels for two consecutive quarters, then PMML shall migrate to a different service provider at no extra cost and ensure the performance is met with the new service provider.
 2. **Material breach:** In case of a contract breach resulting in material breach, the PMML has rights to terminate the bidder on an immediate basis along with revoking the PBG submitted by the bidder. The responsibilities of service provider with respect to Exit Management / Transition-Out services shall include: Provide necessary handholding and transition support to ensure the continuity and performance of the Services to the complete satisfaction of PMML AND Support PMML in migration of the infrastructure, data, content and any other assets to the new environment created by PMML or any Agency on behalf of PMML to alternate service provider.
- The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with PMML. Bidder must ensure that all the documentation required by PMML for smooth transition including configuration documents are kept up to date and all such documentation is handed over to PMML during regular intervals as well as during the exit management process. It will be the responsibility of Bidder to ensure that for PMML there shall not be any additional cost associated with the Exit / Transition-out process.

12.6 Loss of Property and/or Life

- Any loss of property and / or life during preparations of the event and the event itself would be borne entirely by the Successful Bidder and Purchaser shall not be held liable for any claims. The Successful Bidder shall be responsible for the payments arising out of any Third Party claims. The Successful Bidder shall procure insurance for meeting such liabilities at his own expense.
- The Successful bidder shall maintain the ecological balance by preventing deforestation, water pollution and defacing of natural landscape.

- The Successful bidder shall abide by all the acts/laws prevalent in the country.

12.7 Representations and Warranties

- The Successful Bidder represents and warrants that all services performed under this Agreement shall be of professional quality conforming to generally accepted industry practices. If in the opinion of the purchaser, any work done or supply made or service rendered by the successful bidder is deficient in any manner in comparison to the prescribed standards, purchaser shall be at liberty to impose penalty on the successful bidder.
- The Successful Bidder shall be liable to the Purchaser for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- The Parties hereto agree that in case of negligence or willful misconduct on the part of the Successful Bidder or on the part of any person or firm acting on behalf of the Successful Bidder in carrying out the Services, the Successful Bidder, with respect to damage caused to the Purchaser's property, shall be liable to the Purchaser: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage.

12.8 Force Majeure

- The Successful Bidder shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- **"Force Majeure"** means an event beyond the control of the Successful Bidder and not involving his fault or negligence, and unforeseeable. Such events may include, but are not restricted to, acts of wars or revolutions, riot or commotion, earthquake, fire, floods, epidemics, and quarantine restrictions.
- If a Force Majeure situation arises, the Successful Bidder shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Successful Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12.9 Resolution of Disputes

If any dispute arises between the parties, then these would be resolved in following ways:

- **Amicable Settlement:** Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the

clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 7 days after receipt. If that party fails to respond within 7 days, or the dispute cannot be amicably settled within 10 days following the response of that party, then the second Sub clause of resolution of disputes shall become applicable.

- **Arbitration:** In case dispute arising between the parties, which has not been settled amicably, the “Successful bidder” can request Purchaser to refer the dispute for Arbitration under the Arbitration and Conciliation Act, 1996 (as amended up to date). Such disputes shall be referred to the Arbitrator which shall be appointed by the Purchaser. The Indian Arbitration and Conciliation Act, 1996 (as amended up to date) and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings.
- Arbitration proceedings will be held at PMML, New Delhi. The decision of the arbitrator shall be final and binding upon both parties. All arbitration awards shall be in writing, in english language and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne equally by Purchaser and the “Successful bidder”. However, the expenses incurred by each party in connection with the preparation, presentation and litigation shall be borne by the party itself.
- This Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder

12.10 Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Delhi, India only.

12.11 Other Information

- The successful bidder will have to get all the creatives, scripts, videos or any material, approved from the Purchaser; failure to which will lead to Penalty and legal consequences.
- The ownership of any creative content / props / material etc such as print / outdoor, meaning the Intellectual Property / for which Purchaser has paid will at all-time rest with Purchaser and the Agency/copywriter/photographer/ producer, etc. will have no proprietary or other rights in respect of the same. This would include full copyright for all time use of the images used in the creative and publicity material. The Successful Bidder shall at no time, use the same content, props, materials etc. in any other projects without the written consent of the Purchaser herein.

- The Successful Bidder will be responsible for copyright issues concerning usage of images, footage, text material, etc. obtained through various sources. Purchaser will not be a party to any disputes arising out of copyright violation by the Successful Bidder.
- The Successful Bidder will be responsible for obtaining any permission that may be required for undertaking work as detailed in this RFP document. Purchaser may assist the Successful Bidder in this regard, wherever possible.
- The Successful Bidder will at no time resort to plagiarism. Purchaser will not be a party to any dispute arising on account of plagiarism resorted to by the Successful Bidder. The Successful Bidder will indemnify Purchaser against any claim, laws, damages, etc. arising out of the Successful Bidder having resorted to plagiarism or violation & IPR of any third party.
- Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Contract shall be in writing.
- The Services shall be performed at the site of the Project and at such locations as are incidental thereto.
- The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- Without prejudice to the generality of the provisions herein, on matters not covered by this Contract, the provisions of RFP shall apply.

12.12 Subcontracting

The Bidder may subcontract parts of the work to multiple agencies/contractors, however the bidder is not allowed to subcontract complete work to any other agency/contractor.

The Bidder shall notify the Purchaser in writing of any such subcontract before awarding along with the technical and financial capabilities of the subcontractor which were taken into consideration by the bidder before the decision of selecting the subcontractor. The Purchaser shall then verify such notification and may approve/reject the subcontracting. Such notification/approval by the Purchaser shall not relieve the Contractor from any liability or obligation under the Contract. There will be only one level of subcontracting i.e. the subcontractor, appointed by the bidder, shall directly execute the work without further subcontracting the work.

Section 13: Liquidated Damages and Penalties

Without prejudice to any other right or remedy that may be available to the Purchaser here under or in law otherwise, the following penalty(s) may be levied on the Successful Bidder as under:-

- a. The successful bidder will have to get all the deliverables approved from the Purchaser; failure to which will lead to liquidated damages. Liquidated damages (L/D) will be levied at the rate of 2% (two percent) of the contract price per week, subject to a maximum of 10% (ten percent) of the contract price.
- b. In case any error or variation or deficiency is detected in the services rendered by the successful bidder and such error or variation or deficiency is the result of negligence or lack of due diligence on the part of the successful bidder, the consequential damages thereof shall be quantified by the Purchaser in a reasonable manner and recovered from the successful bidder by way of liquidated damages, at the rate of 2% (two percent) of the contract price per week, subject to a maximum of 10% (ten percent) of the contract price.
- c. Liquidated Damages for delay In case of delay in completion of work, liquidated damages not exceeding an amount equal to 2% (two percent) of the Contract price per week, subject to a maximum of 10% (ten percent) of the Contract price.
- d. In case, any amount of Liquidated Damages (L/D) is recovered from PBG, the successful bidder shall replenish the PBG to original value within 30 days of recovery.
- e. Penalties shall be levied during the Operatin & maintenance period as per
Section 6.2.

Section 14: Annexures

14.1 Affidavit on not being blacklisted and non-failure (To be scanned and uploaded)

Date: XX/XX/XXXX

To,
Prime Ministers Museum & Library (PMML),
TEEN MURTI HOUSE, New Delhi, Delhi 110011

Subject: Declaration on not being blacklisted by any State/Central Government department, agency, corporation, urban local body, or Quasi Government agencies of PSU

Dear Sir,

I/We hereby declare that as of date, (Name of the firm/company) is not blacklisted by any state/central /Local Government or quasi-government entity, department, agency, corporation, body, or PSU in India for breach of any applicable law or violation of regulatory prescriptions or breach of Agreement/Contract.

I/We hereby declare that as of date, (Name of the firm/company) is 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 Applicant, nor been expelled from any project or agreement or have had any agreement terminated for breach.

Sincerely Yours,

(Signature of Authorized Signatory)

Name:

Title:

14.2 Experience of executing and successfully completing work

Date: XX/XX/XXXX

To,
Prime Ministers Museum & Library (PMML),
TEEN MURTI HOUSE, New Delhi, Delhi 110011

Subject: Experience of executing and successfully completing work along with the work order and completion certificate or public domain proof duly signed by Statutory Auditor/ CA/ Company Secretary.

Dear Sir,

This is to certify that I/We have worked and successfully completed the below mentioned works. Work order and completion certificate for these projects is attached for your ready reference.

S.No.	Ref No.	Name of the Work	Location	Name of the Purchaser	Brief Description of the work	Value of Service in INR exclusive GST/taxes*	Start date	End date

***For arriving at the cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at a simple rate of seven percent per annum, calculated from the date of completion to the date of Bid opening.**

Sincerely Yours,
(Signature of Authorized Signatory)

Name:

Title:

14.4 Format for Performance Bank Guarantee (Hard copy required post contract is awarded)

Performance Bank Guarantee (Draft Format)

Ref: _____

Date: ___

Bank Guarantee No.: _____

To,
Prime Ministers Museum & Library (PMML),
TEEN MURTI HOUSE, New Delhi, Delhi 110011

Dear Sir,

PERFORMANCE BANK GUARANTEE – For Selection of Firm for Execution of Flyover Experience Exhibit in Pradhanmantri Sangrahalaya, Teen Murti, New Delhi including Operation and Maintenance for five years.

WHEREAS

M/s. (name of Successful Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Successful Bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated (hereinafter, referred to as “Contract”) with you for **Selection of Firm for Execution of Flyover Experiences Exhibit in Pradhanmantri Sangrahalaya, Teen Murti, New Delhi including Operation and Maintenance for five years.**

We are aware of the fact that as per the terms of the Contract, M/s. (name of Successful Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favor for an amount of 5% of the Total Contract Value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to

pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding.....<in words> without any demur or protest.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and shall remain in full force and effect hold good until, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights:

- i. Requiring to pursue legal remedies against the Department; and
- ii. For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this

guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 5% of the Contract Value, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority by express delegation of power/s and has/ have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

This Performance Bank Guarantee shall be valid only till

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this day 2020. Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank) Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

Note: In case of additional order, separate Performance Bank Guarantee will have to be submitted/deposited by the selected bidder.

14.4 CV's of Key Personnel

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF				
1. Proposed Position				
2. Name of Staff				
3. Date of Birth				
4. Nationality				
5. Educational Qualification				
S.No.	Qualification	Year	Board/Institution	
1				
2				
3				
...				
6. Employment Record:				
S.No.	From	To	Company Name	Designation
1				
2				
3				
...				
6(i). Total Experience				
6(ii). Permanent Employment with the Firm (Yes/No)				
6(ii)(a) If yes, how many years				
6(ii)(b) If no, what is the employment				
7. Relevant Experience:				

S.No.	Project Name	Role		
1				
2				
3				
...				

Certification:

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

Date:

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

Place:

14.5 Consortium Agreement

CONSORTIUM AGREEMENT

(To be executed on stamp paper of appropriate value)

THIS CONSORTIUM AGREEMENT is entered into on this the day of 2024
AMONGST

1. {... , a company incorporated under the provisions of Companies Act,1956/ a partnership firm registered under the Indian Partnership Act, 1932/ Limited Liability Partnership Act,2008} and having its{registered office/office}at..... (hereinafter referred to as the “First Part” or the “Primary Bidder” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {... , a company incorporated under the provisions of Companies Act,1956/ a partnership firm registered under the Indian Partnership Act, 1932/ Limited Liability Partnership Act,2008}andhavingits{registeredoffice/office}at..... (hereinafter referred to as the “Second Part” or the “1 st Consortium Member” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND are collectively referred to as the “Parties” and each is individually referred to as a “Party” for the purpose of making a bid and entering into a contract (in case of award) against the **Tender No:** , having its Registered Office at Murti House, New Delhi - 110 011. WHEREAS PMML invited bids as per the above mentioned Specification for the

WHEREAS PMML invited bids as per the above mentioned Specification for the

stipulated in the bidding documents. AND WHEREAS Qualification Requirement of the Bidder as per Instruction To Bidder (ITB), forming part of the bidding documents, stipulates that a **Consortium of two firms one as Lead Bidder and other as member**, meeting the requirement for the bid as applicable may bid, provided the Bidder / Partner fulfills all other requirements and in such a case, the BID shall be signed by the Lead partners legally bind both the Partners who will be jointly and severally liable to perform the Contract and all obligations thereunder. AND WHEREAS the contract performance guarantee will be submitted by Lead bidder on behalf of member as per the format enclosed with the bidding document without any restriction of liability for either party. AND WHEREAS the bid has been submitted to PMML vide Bid Proposal dated 2024 by Lead Partner under these

presents and the bid in accordance with the requirements of Qualification Requirement of the Bidders, has been signed by the Lead Bidder **M/s.**

Definitions and Interpretations

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

Role of the Parties The Parties hereby undertake that Party of the First Part is fulfilling the prequalification criteria as per the requirement of “Tender” in all respects and shall be the “Primary Bidder” of the Consortium and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing of the Contract when all the obligations of the Consortium shall become effective. The project shall be executed by the “Primary Bidder” as a whole and solely responsible to PMML for all the activities mentioned in the Tender Document including financial liabilities(Reference to the Tender Document). 4. **Joint and Several Liability** The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender Bidding Documents and the Contract, during subsistence of the Contract.

Employers’ responsibility: Each Party will be responsible according to the applicable laws and rules for their own personnel and property.

Insurance: The Parties herein shall at their own expense take out and maintain insurance cover as may be necessary to cover their liabilities.

Indemnification: All consortium members of this agreement shall fully indemnify, hold harmless and defend PMML and its officers etc., from and against all claims, liabilities, suits, damages including any criminal liability due to false declaration by the consortium members with regard to this Agreement (or) Tender transaction (or) Project (or) contract etc., caused due to negligence/commission/omission of the any of the consortium members (or) its employees and agents including representatives (or) sub-contractors (or) any other person claiming (or) any other person claiming under this tender (or) under the applicable laws of India

NOW THIS AGREEMENT WITNESSETH AS UNDER:

In consideration of the above premises and agreement both the Partners to this agreement do hereby now agree as follows:

1. In consideration of the award of the Contract by PMML to the Lead Bidder, we, the Partners to the consortium agreement do hereby agree that **M/sshall act as Lead Partner** and further declare and confirm that we shall jointly and severally be bound unto PMML for the successful performance of the Contract and shall be fully responsible for the in accordance with the Contract.

2. In case of any breach of the said Contract by the Lead Partner or other Partner, we do hereby agree to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

3. Further, if PMML suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance as per the contract, the Partner(s) of these presents undertake to promptly make good such loss or damages caused to PMML, on its demand without any demur. It shall not be necessary or obligatory for PMML to proceed against Lead Partner to these presents before proceeding against or dealing with the other Partner.

4. PMML shall make payment to the lead bidder and any financial dispute between lead bidder and partner shall be the matter of both the parties. However the financial liability of the Partners of this agreement to PMML, with respect to any of the claims arising out of the non-performance of the obligation set forth in the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the Partners of the consortium agreement.

5. It is expressly understood and agreed between the Partners to this consortium agreement that of each of the Partners shall be as delineated hereunder.

- a. the sharing of responsibilities and obligations.
- b. Extent of participation of each party in the consortium.
- c. Commitment of each party to ensure completion of work. and responsibility of each Partner of consortium.
- e. The PMML derives right for any consequent action (including blacklisting) against any or all consortium in case of any breach in this regard.
- f. **M/sshall act as Lead Partner** who shall be empowered by the consortium to incur liabilities on behalf of both the parties and to receive instructions for and on behalf of the

consortium, whether jointly or severally, and entire execution of contract (including Payment) shall be Carried out exclusively through lead partner.

6. This consortium agreement shall be construed and interpreted in accordance with the laws of India and the courts of Delhi (India) shall have the exclusive jurisdiction in all matters arising thereunder.

7. In case of an award of Contract, We the Partners do hereby agree that **M/s** shall be responsible for furnishing a contract performance security from a bank in favor of PMML in the forms acceptable to PMML for appropriate value.

8. It is further agreed that the consortium agreement shall be irrevocable and shall form an integral part of the Contract, and shall continue to be enforceable till PMML discharges the same. It shall be effective from the date mentioned above for all purposes and intents.

IN WITNESS WHEREOF the Partners to the Joint Venture/Consortium agreement have through their authorized representatives executed these presents and affixed Seals of their respective companies, on the day, month and year mentioned above.

1. Seal..... of For Lead Partner **M/s**

(Signature of authorized resolution representative)

Signature..... Signature

Name..... Name

Designation..... Designation (Seal of the company)

2. Seal.....of For **M/s**

(Signature of authorized representative)

Signature..... Signature

Name..... Name

Designation..... Designation (Seal of the company)

WITNESS 1

Signature:

Name:

Address:

WITNESS 2

Signature:

Name:

Address:

Section 15: Financial Bid

15.1 Financial Bid - I

S NO	INSTALLATION	CATEGORY	ITEM	QUANTITY	UOM	UNIT AMOUNT (EXC GST)	AMOUNT (EXC GST)
1	FLY OVER	CONTENT	Content developed in 3D environment, viewable in 3D as well as stereoscopic	10	MINUTES		0.00
2	FLY OVER	FITOUT	Removal and disposal of existing flooring, buffing and cleaning of the final floor	1	JOB		0.00
3	FLY OVER	FITOUT	Helicopter Body	1	NOS		0.00
4	FLY OVER	TECH HARDWARE	Motion Platform 9 seater	1	NOS		0.00
5	FLY OVER	TECH HARDWARE	Radio Frequency 3D Emitter	1	NOS		0.00
6	FLY OVER	TECH HARDWARE	Active 3D Glasses with RF Link	100	NOS		0.00
7	FLY OVER	SOFTWARE	Programming of Pod with content timeline	1	JOB		0.00
8	FLY OVER	SOUND	3D surround sound	1	LS		0.00
9	FLY OVER	SOUND	Mist, Air, Strobe, etc	1	LS		0.00
10	GENERAL	ONM	Operation & Maintenance	5	YEARS		0.00
						Sub-Total	0.00
						GST	0.00
						Total	0.00