

Request for Proposal (RFP)

SELECTION OF AGENCY

FOR

Design and Development of a Virtual Village Museum Platform,
Collection and Moderation of data, Operations, Maintenance for 5
Years for Mera Gaon Meri Dharohar Campaign- Taking India's
Culture and Heritage to its Rural Level

Reference Number: JS/7/313/2021 (RFP)

**Indira Gandhi National Centre For The Arts,
Ministry of Culture,
Government of India,
Janpath, New Delhi**

List of 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.	CA	Chartered Accountant
7.	PAN	Permanent Account Number
8.	GSTN	Goods and Service Tax Number
9.	PSU	Public Sector Undertaking
10.	FY	Financial Year
11.	PBG	Performance Bank Guarantee
12.	CV	Curriculum Vitae
13.	LOI	Letter of Intent
14.	EPC	Estimated Project Cost
15.	MOC	Ministry of Culture
16.	IGNCA	Indira Gandhi National Centre For The Arts

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.	Client	Development of Museums and Cultural Spaces, Ministry of Culture, Government of India
3.	Successful Bidder	The Bidder to whom the contract is awarded and is fully responsible towards Client for providing Agency 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 five days excluding any Public Holiday.
5.	Day	Any day which is not a Saturday or Sunday or a public holiday.
6.	Total Work Value	This is the maximum value payable to the successful Bidder which is agreed between the Client and the successful Bidder for the Project.
7.	Project	Design and Development of a Virtual Village Museum Platform, Collection of data, Operations, Maintenance for 5 Years for Mera Gaon Meri Dharohar Campaign- Taking India's Culture and Heritage to its Rural Level
8.	Designated Authority	Departmental Official/ Committee who will approve all the deliverables submitted by the bidder.
9.	Similar Work	Similar work herein would mean those works limited to Designing and Developing an Android/iOS Application or Website Development
10.	Central/State Government Organization	Centre or state-run PSUs, Statutory bodies and co-operative societies.
11.	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.

12.	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.
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- 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 Client 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

IGNCA, Ministry of Culture invites online bids for Selection of an Agency for Design and Development of a Virtual Village Museum Platform, Operations, Maintenance & Marketing for 5 Years for Mera Gaon Meri Dharohar Campaign- Taking India's Culture and Heritage to its Rural Level.

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 Development of Museums and Cultural Spaces shall thereafter for the sake of brevity be referred to as "IGNCA". 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 IGNCA ("Client") 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 Client 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 Client 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 Client 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 Client 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 Client accepts no liability of any nature whether resulting from negligence or otherwise, however, arising from a reliance of any Bidder upon the statements contained in this RFP. The Client 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 Client 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 Client 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 Client 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 Client 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 Client. All such costs and expenses will be incurred and borne by the Bidders and the Client 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 Client or to any other person in a position to influence the decision of the Client, for showing any favor in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the Client 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. The client 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 : Executive Summary

Indian Culture has been blessed to be labeled as a combination of several cultures influenced by various elements of the country. Many elements of Indian Culture have had a profound impact across the Globe. Indian Culture and Heritage are characterised by its Religions, Philosophies, Festivals, Indian Greetings, Cuisine, Clothing, Language and Literature, Performing Arts- Dance, Music and Drama, and Indian Architecture. It is vital to conserve, preserve and communicate such drivers of our culture and heritage to the population as they are the assets to the country that provide the sense of identity and continuity in our current fast-changing world for future generations.

For such achievements, the mandate of the Ministry of Culture revolves around the functions like preservation and conservation of our cultural heritage and promotion of all forms of art and culture, both tangible and intangible. The Ministry's task is to develop and sustain ways and means through which the creative and aesthetic sensibilities of the people remain active and dynamic. The functional spectrum of this Ministry is wide, ranging from generating cultural awareness at the grassroots level to promoting cultural exchanges at the international level. In order to achieve these objectives, the Ministry undertakes various activities that flow from subjects allocated under the Govt. of India's Allocation of Business Rules.

As an inclusion of the Accessibility and Promotional Plan of India's diverse Culture and Heritage to its rural levels, IGNCA under the guidance of the Ministry of Culture invites agency services for Design and Development of a Virtual Village Museum Platform, Collection of data, Operations, Maintenance for 5 Years for Mera Gaon Meri Dharohar Campaign- Taking India's Culture and Heritage to its Rural Level

The project aims to develop an App and website (both Android & iOS) on Mera Gaon Meri Dharohar Campaign to strengthen the footprints of India's Culture and Heritage in rural population and facilitate Hope, Positivity and Faith. It will focus on establishing and catalyzing the connection with the entire citizenry to take

pride in India's 75th year of Independence. It also aims towards promoting government initiatives in helping culture spread and disseminate to its grassroots level (rural areas) with App/website dimensions of information regarding locations at district levels and their making significant cultural aspects accessible to the citizens online. The App/Website will also act as a virtual platform for travelers to visit the unexplored Indian roots from anywhere in the world and experience the cultural values and historic importance it owns.

This app/website aims to reach out to every rural area of India to understand, escalate and celebrate the diverse cultures India holds. Through this Application/ Website The government of India wants to reach out to the people at the district levels and help them contribute to the growing Cultural Industry of the country.

Section 4 : Critical Dates and Information

Tender document availability	20th July 2021
Cost of Tender Document (Form Fee)	
Earnest Money Deposit (EMD)	Bid Security Declaration
Performance Bank Guarantee	3% of the Contract Value
Project Value	257254081.64
Method of Selection	QCBS (70:30)
Consortium Allowed	Yes, 2 member consortium is allowed
E-Tender Publication Date	20th July 2021
Date, Time for Pre Bid Meeting	26th July 2021
Venue for Pre Bid Meeting	VC Link will be shared later
Last date for clarification/queries	27th July 2021
Last date for submission, Time of submission of Bid	02nd August 2021
Date & Time for Opening of Qualification Bids	02nd August 2021
Date & Time for the Technical Evaluation and Presentation	03rd August 2021
Date & Time for Opening of Financial Bids	04th August 2021
Completion Time	6 months
Contact Details	bld.ignca@gmail.com , Mr. Sumit Dey 7838327877

Section 5 : Eligibility Criteria

5.1 Pre Qualification

Clause No	ELIGIBILITY CRITERIA	DOCUMENTS TO BE SUBMITTED
1	<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 and should be in existence for at least past 5 years</p> <p>JV/Consortium with a total of 3 members can participate</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 Joint Venture/ Consortium, a copy of Memorandum of Understanding (MOU) executed by the members shall also be submitted and a JV/Consortium agreement is to be uploaded detailing the roles and responsibility of each of the members.</p> <p>The lead member may be identified and indicated in the agreement</p>
2	Form Fee and EMD should have been submitted	Bid Security declaration as per Annexure 12.6
3	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>Power of Attorney executed in favor of authorized signatory.</p> <p>In the case of Joint Venture/ Consortium, the other members should give a Letter of Authorization to the lead member.</p>
4	The Bidder should not have been black listed by any Governmental or quasi-Government entity in India for breach of any applicable law or violation of regulatory prescriptions or breach of agreement as on the date of submission of Bid.	<p>Self declaration of letterhead of the bidder. As per Annexure 12.1</p> <p>In the case of Joint Venture/ Consortium, this condition is applicable on all the members.</p>
5	The bidder must possess a valid GSTIN and PAN No.	<p>Copy of the GST Certificate and PAN.</p> <p>In the case of Joint Venture/ Consortium, these documents are required for the lead member only.</p>
6	Average Annual Turnover of Prime Bidder from its IT and ITES operations during the last three (3) financial years (FY 16-17, FY 17-18, FY 18-19) as per the last audited balance sheets of INR 100 crore	Extracts from the audited Balance sheet and Profit & Loss statement And Certificate from the statutory auditor (for confirming that the turnover is for IT and ITES only).
7	Average Annual Turnover of Joint Venture Partner along with Prime Bidder in Total from its IT and ITES operations during the last three (3) financial years (FY 16-17, FY 17-18, FY 18-19) as per the last audited balance sheets of INR 150 crore or more	Extracts from the audited Balance sheet and Profit & Loss statement in respect of the annual turnover And Certificate from the statutory auditor (for confirming that the turnover is for IT and ITES only).

8	Two completed / Substantially completed projects in IT Solution implementation for Government/ Public Sector Undertaking (PSU), each of minimum value of INR 10 crore. Those firms having implemented the IT solution /software Development /E governance Projects /ERP projects /SI projects including software Development shall be given preferential treatment . The projects should be executed in the last five years as on bid submission date.	For details of Experience of responding firm/ Project Citation supported with Copy of Contract / Agreement clearly defining the scope and cost of the project. Client completion Certificate mentioning the value of the project and Duration of the project, supported by Proof of Go-live and Project Satisfactory certificate from client
9	The bidder must have past experience of performing Operations and Maintenance of a Website/Application of not less than 2 years	Work Order/Purchase Order/LoA/LoI from the Purchaser along with Completion Certificate. As per annexure 12.2 In case of Joint Venture/ Consortium, work experience of all the members will be considered.
10	The Net Worth of the Prime Bidder and its Joint venture partner must be positive as per the last three financial year's 2016-17, 2017- 18, 2018-19 audited Balance Sheet	Certificate duly signed by Statutory Auditor/ CA/ Company Secretary of the Bidder mentioning the net worth In the case of Joint Venture/ Consortium, net worth of the lead member will be considered.
11	In case the Prime Bidder should be Cmmi Level 5 Certified and other members of consortium should posses a valid ISO certification	Copy of certification which is valid on date of Submission
12	Prime Bidder should have minimum 250 full time employees working on its rolls on IT and IT Enabled Services (IT & ITES) during the last three years as on bid submission date	Certificate from HR Department for number of technically qualified professionals employed by the company

5.2 Technical Qualifications

Clause No	Criteria / Sub Criteria	Description	Point System	Max Criteria / Sub Criteria Points
1	Past Experience & Capability of the responding firm			30
a.	Organizational Capability	The Prime Bidder or JV partner should have implemented Projects which includes: a) COTS/Open source software & system if it is ensured to provide all the functionalities in the system as per the RFB/Packaged Application/Application Development Implementation & Customization b) O&M phase c) Change management & capacity building	1) Implemented one project – 2.5 points 2) Implemented two projects – 5 points 3) Implemented three projects – 7.5 points 4) Implemented four projects and above – 10 points	10
b.	Software Solutions	The Prime Bidder or JV partner should have implemented complete IT software solution /E governance projects in more than 5 project in entirely application development / e-governance domain	1) Implemented one project – 3 points 2) Implemented two projects – 6 points 3) Implemented three projects – 10 points	10
c.	Prior experience of the bidder in executing works in Mobile Application in the last 5 years	The bidder (prime or Joint Venture partner) should have experience of building mobile application in either Android/iOS.	1) Minimum 1 project - 5 points	5
d.	Operation & Maintenance Services/ Helpdesk	The Prime Bidder or JV partner should have provided Operation & Maintenance / Helpdesk services in the field of IT services with a minimum order size of INR 5 Crore (Value of O&M / Helpdesk component only) Min. 2 projects	1) Minimum 2 projects - 5 points	5

Note:

1. For all the above, the Completion Certificate of the projects completed in the last 5 years as on submission date need to be provided (issued to the responding firm by the respective customers). However, substantially completed projects can be considered only in case they are at least in operation & maintenance phase.

2. The value of the projects considered in the above criterion would be based on the Purchase Order or the LOI issued, or the Contract value signed with the responding firm. Only documents issued by the client at the time of order shall be considered. In absence of the supporting documents, the projects would not be considered for evaluation.

3. One project can be cited against multiple categories for evaluation purposes.

4. Details of Contracts of Similar Nature and Complexity will be used for citing above technical criterion. All the citations should be supported with relevant documents such as work order, completion certificate etc.

2	Solution proposed			40
a.	Technical Solution	Evaluation Committee will evaluate the proposed solution on the basis of following parameters - Solution/System Architecture (weightage 40%) - Technology and proposed platforms (weightage 10%) - Project Implementation Plan (weightage 10%) - Application deployment and testing Strategy (weightage 10%) - Quality Control Strategy (weightage 10%) - Training and Change Management Plan (weightage 10%) - Security Architecture (weightage 10%)	1) Feature missing – 0 points 2) Feature present but not completely meeting the requirement – 2.5 points 3) Feature present and meeting the requirement - 5 points 4) Feature exceeding the requirement – 10 points	10
b.	Technical Presentation	1. Understanding, Approach and Methodology of the Project (5 marks) 2. Implementation & Execution (10 marks) 3. Unique concepts and engagement methods (5 marks) 4. Operation and Management plan. (10 marks)		30
3	Resource Deployment			30
1	Project Manager Essential Requirements: - B.E. / B. Tech / MCA / M.Sc. in the field of computer science/IT - Minimum 10 year of experience as Project	Experience as Project Manager in IT projects Experience in e-Governance Projects Relevant Certification (either of PMP /PMI /Prince2)	CV to be filled and submitted as per Annexure 12.5 for all the team members along with the proof of qualification and relevant experience.	10

	Manager in IT projects	Education Qualifications - (MBA or M. Tech.)		
2	Domain Specialist (Curator)	Proven professional experience in Cultural Domain. Education Qualification - Relevant degree in museum curation. 5 years of experience as Museum Curator	CV to be filled and submitted as per Annexure 12.5 for all the team members along with the proof of qualification and relevant experience.	5
4	Application Lead Essential Qualifications - B.E. / B. Tech./ MCA / M.Sc. in the field of computer science - Minimum 7 year experience as application lead in IT projects	Experience as application lead in IT projects	CV to be filled and submitted as per Annexure 12.5 for all the team members along with the proof of qualification and relevant experience.	5
5	Training and Change Expert Essential Qualifications - MBA with specialization in HR / Change Management - Minimum 7 year experience as Master Trainer for IT projects	Experience as Master Trainer for IT projects	CV to be filled and submitted as per Annexure 12.5 for all the team members along with the proof of qualification and relevant experience.	5
6	Help desk Executive (3 CV)	Essential Requirement: - Any Graduate - Mini. Experience of 1 years in handling Helpdesk operation - Knowledge and ticket Management System - Conversant with Local Language and English Language also	CV to be filled and submitted as per Annexure 12.5 for all the team members along with the proof of qualification and relevant experience.	5
			TOTAL	100

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

5.3 Financial Bid Evaluation

Bidder should submit the financial bid as per the format given in Annexure 6.15.3

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.

TECHNICAL SCORE = 100 X TECHNICAL MARKS OF THE BIDDER / HIGHEST TECHNICAL MARKS SCORED AMONG ALL BIDDERS {Adjust to two decimal places}

FINANCIAL SCORE = 100 X FINANCIAL PROPOSAL OF LOWEST BIDDER / 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) {Adjust to two decimal places}

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 marks are the marks scored by the bidder in the technical bid as per Section 5 (5.2).

Section 6 : Instruction to bidders

6.1 Aims and Objectives

The Ministry of Culture wants to develop a Virtual Museum Platform and should be accessible over Web, iOS and Android for the Mera Gaon Meri Dharohar Campaign- Taking India's Culture and Heritage to its Rural Level. The developed portals focus towards: Amplifying India's rich and diverse Culture to its rural population to ensure that Rural India is not left behind from national initiatives. With this context, the MOC intends to establish lines of communication as a key to connect with the entire citizenry to take pride in India's 75th year of Independence. The Portals will focus as one single platform for the citizens to share their cultural values and traditions. Any visitor can navigate and travel these places and know about its people and their culture from any smart device/ laptop/computers/mobile etc from anywhere in the world. These villages or districts are then developed into Virtual Museums.

The objective of this project is to enrich India's grassroots and bring the cultural values of each place into a unified platform for people to explore and experience. This Project aims to

1. Uplift the places unexplored in India, their own uniqueness and the cultural values they sustain.
2. Make the citizens aware with abundant information to gain knowledge about these places without having to physically travel.
3. Boost attraction and tourism at these sites.

The target audience will be netizens across the globe.

6.2 Introduction of Project

Rural India forms and adds to most of India's values. As a part to know and understand the roots of our culture, it is imperative that rural India contributes equally in sustaining these values. The Government plans to create an Application and a Website to encourage people from the smallest of places in India to build and share their stories of culture and Heritage. It is an initiative that will act as a Traveller's guide to boost the cultural industry giving the tourists the liberty to travel and experience even the unexplored and inaccessible places of the country.

6.3 Scope of Work

To develop the Mera Gaon Meri Dharohar Virtual Museum & Digital Content Sharing Platform.

This will be a one-stop platform where any visitor can search a local place he wants to visit and is able to source primary information about the people, their stories, their traditions and cultures. Simultaneously, Locals from various rural places can create their own virtual museums through the platform. This allows people to share geographies, visuals and stories promoting cultural/ historical aspects of their villages. Each village will then be developed into a Virtual Museum.

Stage 1: Signing of agreement and submission & acceptance of Inception Report

Detailed work plan, approach, and methodology of the process to execute the work within the timeline.

Stage 2 : SDLC Plan and Requirements

- Conduction of Market Research for user preferences.
- The formulation plan must include:
 1. Incorporation of tourism information details of villages from existing government tourism portals such as Incredible India and state tourism websites.
 2. Formation of rural creative hubs at district levels providing a new, positive, identity to the localities. The rural creative hubs will gradually emerge as new cultural destinations.

- Preparation of SDLC documentation
- System Analysis and Requirements
- Determination of Platform Usability and Operating Environment
- Constructive User Journey Map
- Technical Feasibility Analysis plan
- Security Analysis Plan
- Identification of Limitations

Stage 3: Virtual Museum Lifecycle

A hierarchical visual model of the Museum. Navigation plans help users navigate through the Museum that has more than one section by showing the user a diagram of the entire contents.

- Develop design drawings for the layout and architecture of the portal.
- Wireframing to understand the functionalities
- Built communications and frameworks
- Identification of interactive content.
- The User Interface shall include features such as :
 1. Landing section with the ability to search various portions of the Museum.
 2. Thematic View
 3. User-friendly access to available resources.
 4. Museum categories such as: About the place, History, Location & Directions, Gallery, Videos.
 5. Access to text such as local stories and shares of everyone around the world.
 6. Easy and Quick Information accumulation approach.
 7. User Feedback
 8. Any other facilitating feature.
- The User shall contribute to the content via features such as :
 1. Geotagging of locations.
 2. Upload of Visuals such as Photographs and Videos
 3. Verification of content by the volunteers assigned from each village
 4. Text Spaces for local stories to be put up by the people.
 5. Helpdesk for Queries.
- Feature of Virtual Museum & Platform:
 1. Platform to follow W3C Guidelines
 2. Search Engine Optimization (SEO) of the public website.
 3. Multilingual support.
 4. An admin Dashboard should have the ability to Read/Add/Edit/Delete the contents or upload documents, movies, photos, etc., and need to have an Admin panel feature.
 5. Design of consistent visual elements and architecture that is scalable and expandable.
 6. The solution should restrict users from unauthorized access by allowing only the authorized users with valid profile/password to access only the allowed transaction.
 7. The portals shall include the Anti-spamming feature.
 8. The portals should employ common user access and authentication service to ensure Single-Sign on for the end-user.
 9. The portals should restrict users from unauthorized access by allowing only the authorized users with a valid profile/password to access only the allowed transaction.
 10. The portals should be capable of delivering the services through the internet.
 11. 2D representation of villages of India and the Virtual Museums.
 12. Copywriting: All the content of the website is to be revisited by the agency for consistency and accuracy in language & style.

13. Web compatibility: The website should be compatible with various resolutions, screen sizes, and browsers and major mobile devices.
14. Rich Text Editor: Multiple RTEs with Microsoft word like icons support for Internet Explorer, Google Chrome and Mozilla Firefox on all platforms WYSIWYG editors are highly configurable-buttons and CSS styles can be added and removed.
15. Page Content Optimization: Websites will require design intervention such as Cascading Style Sheets (CSS) to achieve best page content optimization.
16. The Virtual Museum will be available on Web, Android & iOS platforms as well.
17. The Mobile app version of the Virtual Museum should be supported on the majority of the phone models.
18. Bidders will have to host mobile apps on Appstore & PlayStore respectively.
19. All the functionality of the Public Facing Virtual Museum should be there on the app version as well.
20. The Bidder should be able to see the nearby Virtual Museum based on the current Location on the mobile app.

- **Digital Video Sharing Platform:**

- A separate platform for digital video sharing.
- The platform should support public registration & login.
- Users can upload multiple digital contents.
 - The Video should be tagged with following but not limited to:
 - Title
 - Description
 - Tag (Multiple)
 - Video Thumbnail
 - Subtitle File (Optional)
- The portal should have an admin section for moderation of uploaded videos.
- The admin section should allow banning user accounts for violating platform policy.
- The uploaded video will be live only after moderation.
- The Platform should have a public facing website with a catalogue of all the videos.
- The Platform should have a search feature for searching the video contents.
- The Platform should allow subscribing to the content generating accounts.
- The public facing browsable video catalogue should support following:
 - Like/Dislike of Content
 - Comment on Content
 - Sharing of Content
- The platform should have support of internal video ranking based on user behaviour & view time of the video.
- The Platform should run on following platforms:
 - Web
 - Android
 - iOS
 - Android TV
 - Apple TV

Stage 4: Development and Programming

- The bidder has to design and curate the digital platform with keeping in mind providing its viewers a multilingual experience.
- The bidder has to hire all necessary technical manpower to curate the content, formulate the plan and design and build the platform and the website.

- Hosting of all applications and servers: The accounts for application (web & mobile) hosting and servers shall be managed by the Bidder & owned by the Purchaser.
- The bidder shall ensure regular maintenance and update of the platform for the purposes of keeping the existing platform up-to-date during the exhibition period.
- Update of any application if any software bug is reported.
- The bidder shall ensure digital security of the portal and protect it from all sorts of malware, virus etc. attacks.

How the Platform works :

1. Registration of various heads/volunteers from different villages
2. Content upload by these Heads/ Volunteers
3. Moderation of information provided by volunteers for authenticity
4. Geotagging and creation of Virtual Museum
5. Go-Live of Museum for the viewers

Stage 5: Testing, Deployment and Go-Live

The final stage involves setting up various testing environments to make sure the entire application is bug free and ready for public user consumption, following point should be involved:

- Setting up a Testing, UAT & Production environment.
- Defining the management and technical effort required to support the testing activity throughout the system development life cycle.
- Identifying the nature and extent of tests required and carrying out those tests.
- Defining test environment requirements.
- Define test methodologies and strategies for use in this project (UI Testing, Automation Testing etc)
- Define deliverables (Test cases, Test results and Defect log)
- Provide communication of the overall scope of testing to the project team
- Once all the tests are passed and all the parameters are met, the application should be deployed to the production environment.

Other Requirements :

- The bidder shall provide the platform Design Documentation, Installation guide, Administration guide and User operation document together with detailed functional, nonfunctional and technical specifications of the proposed solution, use cases and use case diagrams considering the integration with backend systems
- The bidder shall submit the SRS documentation.
- The bidder shall appoint an operations team which will have different regions assigned and registered Heads/Volunteers under each for the Content updation.
- The bidder should factor in any miscellaneous, additional and extra work and design décor work suitable for the virtual museum. The vendor has to carry out any work beyond the scope which is suitable for the same.

Stage 6: Data Collection

The bidder to collect authenticated information regarding **6,45,856 villages/clusters** of villages in India. The process of data collection to be done in collaboration with NYKS (Nehru Yuva Kendra Sangathan). NYKS will help in shortlisting schools that will facilitate in providing information regarding all the villages in India. The content to be verified by the bidder at the end so as to make sure there is no false information, data regarding the villages.

The process of data collection to involve :

1. Collaborating with NYKS
2. Shortlisting of moderators for content verification
3. Identifying the districts and subdistricts
4. Shortlisting of schools
5. Collection of data
6. Authentication of content received

The data to be collected should be an amalgamation of texts, photos and videos. Ethos of the villages should be depicted well by the content. A sample template is given below

Serial Number	Type of Information	Content	Data Format
1.	Village Name	Name, District and State	Text + image
2.	Geographic Location (with longitude and latitude)	As per the 7 ecological zones <ul style="list-style-type: none"> ● Himalayan ● Riverine ● Dessert and Thar ● Peninsular plateau ● Coastal and Ghats ● Island ● Forest 	Geographical coordinates and images (Village map if available)
3.	Demography		Description in text
4.	Distinct Nature of the Village	<ol style="list-style-type: none"> 1. Arts and Crafts Village 2. Ecologically Oriented Village 3. Scholastic Village linked with Textual and Scriptural Traditions of India 4. Epic Village linked with Ramayana, Mahabharata and/or Puranic legends and oral epics 5. Historical Village linked with Local and National History 6. Architectural Heritage Village 7. Any other characteristic that may need highlighting such as fishing village, horticulture village, shepherding village etc. 	Description in text and images
5.	History and origin of the Village (this would mostly be in the form of village stories and village legends, unless there is also some documented history available, which would also be incorporated)	Documented history and/or legends about the village and its name	Description in text and interviews of villagers in audio-visual format (The questions may change over time after the first survey. However a simple questionnaire will be prepared for ease of data collection)

6.	Lifestyle and Patterns of Livelihood	Daily life routine, occupation, agriculture, livestock, poultry, horticulture, dress, ornaments, staple diet and festive cuisine etc.,	Description in text, images and audio-visuals documentation
7.	Important Fairs and Festivals	Name, description and associated oral traditions, deities and their significance	Description in text, images and audio-visuals documentation
8.	Arts and Crafts Tradition of the Village	Name of the art and craft practice, Important arts and crafts groups, master craft persons - well known and eminent artistes (those who have been recognized in some way or the other at regional and national levels and/or have received regional and national level awards), significance and relevance of the practice to the village, its link with village economy, daily life and ritual practices	Description in text, images and audio-visuals documentation
9.	Built Heritage	Temples, shrines, step wells, village dams, village dormitories, community centres, village museums and libraries, forts, dwelling structures, and any other buildings of cultural and historical significance	Description in text, images and audio-visuals documentation
10.	Natural Heritage	Sacred groves, natural water bodies and water sources of significance to the village; hills, tress, boulders, rocks of cultural significance to the village	Description in text, images and audio-visuals documentation
11.	Well-known and Unsung heroes from various fields	Leaders, reformers, literary figures, artistes, state and national awardees, personalities linked with freedom struggle and persons admired and seen as a pride of the village	Description in text, images, interviews, with villagers in audio-visuals format; legends, folksongs, and other documented (old photographs and archival material, if available) and oral traditions associated with these personalities in audio-visual format and/or text, if possible
12.	Community Aspirations for enhancing cultural resources of the Village for its sustainable economic development	In the form of interviews with village representatives from among the youth and recommendation	Interviews in audio-visual format, recommendation in the text. (A lead question to be asked to keep focus on cultural resources of the village)

Stage 7: Content Moderation

The bidder will form a team of Moderators to build a layer of check before the content goes live. The main role of moderators are as follows:

1. Verifying textual content, grammar & overall meaning.

2. Verifying image content for authenticity & copyright.
3. Verifying video content for authenticity & copyright.

The outreach team will have following KRA:

1. Training of Staff
2. Training of Mobile application uses
3. Training for data entry in the app

Stage 8 : Operations and Maintenance

- After the go-live, the bidder shall keep resource team as follow: For continuous development or any changes in mobile app and web portal and for technical support of hardware/software, mobile app, web interface including applying patching, OS updation, antivirus updation, DB Management and O & M for 5 years. (Section-8)
- The bidder shall conduct knowledge transfer sessions to the operation team to cover all topics related to developed solution, these shall include but not limited to the following:
 1. System Installation, Administration and Configuration
 2. Source code
 3. System Operation and Troubleshooting
 4. Managing files and links
 5. Periodic checking and testing of all component modules of the website
 6. Collection of statistics on the most accessed modules by users in order ensure that adequate attention is paid to the maintenance of those modules and their renewal.
 7. Verification of all content by the Heads/Volunteers
 8. Timely approval of content for Go-Live
 9. Information check and renewal. (up to 10 posts per month)
 10. Assurance of uniform interface design for all modules.

6.4 General Terms and Conditions

- All information supplied by bidders shall be treated as contractually binding on the bidders on the successful award of the assignment by the Client 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 Client. The Client may cancel this RFP at any time prior to a formal written contract being executed by or on behalf of the Client.
- This RFP does not constitute an offer by the Client. The bidder's participation in this process may result in the Client selecting the bidder to engage towards execution of the contract.

6.5 Bid Validity

- Bids shall remain valid upto 180 days from the date of submission of bids. Client reserves the right to reject a proposal valid for a shorter period as non-responsive.
- In exceptional circumstances, the Client 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. A bidder granting the request will not be permitted to modify its Bid.
- Client 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.

6.6 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 as per Section 4.

6.7 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. Client 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.
- Client, at its discretion and at any moment of time, may extend the last date for the receipt of Bids.

6.8 Clarifications on Submitted Bids

During the process of evaluation of the Bids, the Client 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.

6.9 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	E-Tender Page No	E-Tender Clause No/ Reference No	Existing Clause	Clarification
1				
2				
3				

6.10 Earnest Money Deposit

The bidder shall furnish EMD, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet.

6.11 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 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 Client to facilitate the evaluation process, in negotiating definitive “Successful bidders” and all such activities related to the bid process. The Client 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.

6.12 Disqualification

Client 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;
- 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

6.13 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

6.14 Bid Opening

- Client 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 Client.
- The Bids submitted will be opened at time & date as specified in the document control sheet by Client or any other officer authorized by Client, 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.
- Client 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 Client, otherwise Client 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 Client 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 Client.

6.15 Bid Evaluation

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

- Pre-qualification / Eligibility Evaluation.
- Technical Evaluation.
- Financial Bids Evaluation.

6.15.1 Pre-qualification / Eligibility Evaluation.

- The evaluation of the bidders will be carried out by the Client 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.

6.15.2 Technical Evaluation.

- The evaluation of the bidders will be carried out by the Client 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 5 of this document.

6.15.3 Financial Bids Evaluation.

- Financial 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 the bidder's representatives.
- The Bidders shall quote price as per commercial Bid format. The Bidder shall give a breakup of components of work to be executed.
- In addition to this the Bidder may enclose a separate detailed BOQ specifying the work description, work / goods specification, no of items, estimated price which he finds to be undertaken during the project execution to justify their cost

6.16 Performance Bank Guarantee

As security for the due and faithful performance and discharge of all obligations in terms of provision of the Contract, Performance Security equal to 3% of the Contract Value shall be furnished by the successful bidder to the Authority no later than the date specified in the Letter of Award. The Performance Security shall be in the form of unconditional Bank Guarantee issued by a bank acceptable to the Authority.

The performance Bank Guarantee shall be valid until a date pursuant to completion of the assignment and will be released within 15 days of successful completion of the assignment if the performance of the successful bidder is found to be satisfactory & in accordance with provisions of the contract.

If the successful bidder fails to perform the services satisfactorily in accordance with the provision of this agreement, the Performance Security shall be forfeited.

If Applicant does not perform the work at all, or Applicant stops working, the amount of performance security shall be forfeited and the agency shall be blacklisted. It may also result in heavy penalties as decided by the Authority.

Format of Performance Bank Guarantee as per Annexure 12.4

6.17 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 Client 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 Client - 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 Client 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.
- Client 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.

6.18 Waivers

Client 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.

6.19 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 Client 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.

6.20 Duties, taxes and statutory levies

- The Bidder shall bear all personal taxes levied or imposed on account of payment received under this Contract.
- The Bidder shall bear all corporate taxes, levied or imposed on account of payments received from Client for the work done under this Contract.
- The bid amount shall be exclusive of Goods & Services Tax ("GST").
- 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 Client shall not bear responsibility for the same.

6.21 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 Client.
- 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 Client.

6.22 Project Execution

6.22.1 Execution Schedule

The project shall be completed in a period of 1 years after which Operations & Maintenance will be done by the bidder for 5 years. The project execution will include concept planning, setting, designing up of Website and App, and its operations and maintenance.

6.22.2 Implementation Guidelines

- It must be made sure that the work is done and reported within the mentioned above. Any delays should be avoided. The contractor must make sure to meet the deadline mentioned above.
- The Project Manager must make sure to deliver the work in the best quality possible.
- The team deployed for the work should have the necessary skill set in order to execute the work properly.
- All the work to be done must first go through the process of proper approval from the authority.

Section 7 : Award of Contract

7.1 Notification to Bidder

Client 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, Client will promptly notify each unsuccessful Bidder online and EMD will be returned as per the RFP.

7.2 Signing of the Contract

Client 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.

7.3 Validity of the Contract

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

7.4 Expenses for the Contract

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

7.5 Failure to abide by the terms of Contract

Failure of the successful Bidder to agree with the Terms & Conditions of the Contract (Refer Section 6, 10 & 11) shall constitute sufficient reason for the annulment of the award, in which Client may forfeit the Performance Bank Guarantee. In this case, re-tendering will be done.

7.6 Invoicing

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

Section 8 : Operations and Maintenance

The O&M starts on the day the platform is in the Go-Live stage. The O&M includes the following scope of work :

1. Update of any application if any software bug is reported.
2. Update the Museum data using CMS, whenever updated data is available.
3. Updating OS whenever a new patch is available.
4. Updating applications with security patches are required.

Following SLA terms should be met during the period of Operation & maintenance:

8.1 General Service Levels

To assign, acknowledge, and begin working on “Normal” incidents and service requests within specified business hours of receipt. An incident is any interruption in the normal functioning of a service or system.

Initial Response

1. Requests for support will be fulfilled based on priority categories (Critical, High, Medium, and Low) that are determined by urgency and level of impact. This is based on an honor system; so the priority level of request should be accurately stated.
2. The response is defined as a “good faith” effort to communicate with the customer using the contact information provided by Purchaser. The response may be via phone or voice mail, e-mail, or personal visit.
3. Service Level response times to service requests are measured once a request is submitted via email, phone, or help desk issue tracking system. Other forms of contact may affect the ability of Platform technicians to meet the requests in a timely fashion. Examples include:
 - Direct emails to individual support personnel
 - Direct phone calls to individual support personnel

Definitions:

- (a) “Scheduled Maintenance Time” shall mean the time that the System is not in service due to a scheduled activity as defined in this SLA. Further, scheduled maintenance time is planned downtime with prior permission.
- (b) “Scheduled operation time” means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the applications within the Primary DC, and critical client site infrastructure will be 12 hrs. X 7 days X 12 months (non-functional museum hours).
- (c) “System downtime” means accumulated time during which the System is totally inoperable within the Scheduled Operation Time but outside the scheduled maintenance time and measured from the

purchaser employees log a call with the bidder team of the failure or the failure is known to the platform from the availability measurement tools to the time when the System is returned to proper operation.

- (d) “Availability” means the time for which the services and facilities are available for conducting operations including application and associated infrastructure. Availability is defined as:

$$\{(\text{Scheduled Operation Time} - \text{System Downtime}) / (\text{Scheduled Operation Time})\} * 100\%$$

- (e) “Incident” refers to any event/abnormalities in the functioning of the Platform Services that may lead to disruption in normal operations of the Virtual Museum, System, or Application services.

Interpretations:

- (a) The business hours are 10:00 AM to 7:00 PM on all working days (Mon-Sat) excluding Public Holidays or any other Holidays observed by the Purchaser. The bidder however recognizes the fact that the Purchaser will require work beyond the business hours on a need basis.
- (b) "Non-Business Hours" shall mean hours excluding “Business Hours”.
- (c) 12X9 shall mean hours between 10:00 AM -7:00 PM on all days of the week.
- (d) The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements.
- (e) Overall Availability and Performance Measurements will be on a monthly basis for the purpose of Service Level reporting. An “Availability and Performance Report” will be provided by the bidder on a monthly basis in the suggested format and a review shall be conducted based on this report. A monthly Availability and Performance Report shall be provided at the end of every month containing the summary of all incidents reported and associated platform performance measurement for that period. The monthly Availability and Performance Report will be deemed to be accepted by the purchaser upon review and signoff by both the bidder and the purchaser. Where required, some of the Service Levels will be assessed through audits or reports e.g. utilization reports, measurements reports, etc. as appropriate to be provided by the bidder on a monthly basis, in the formats as required by the auditor will need to be provided by the bidder. Audits will normally be done on a regular basis or as required by the purchaser and will be performed by the purchaser or the purchaser appointed third-party agencies.
- (f) Platform reporting system shall play a critical role in monitoring the SLA compliance. This tool should generate the SLA Monitoring report at the end of every month which is to be shared with the purchaser on a monthly basis. The tool should also be capable of generating SLA reports for a half-year. The purchaser will audit the tool and the scripts on a regular basis.

Service Levels for Issue Resolution Efficiency/Help Desk

Definitions:

- “Response Time” shall mean the time interval between the time the incident is reported to the Helpdesk and the time an engineer is assigned to the call.

- “Resolution Time” shall mean the time taken after the incident has been reported at the Helpdesk and in resolving (diagnosing, troubleshooting, and fixing) the issue raised such that the system in the state that can serve users, at full capacity without any service disruption in quality & uptime. The resolution time shall vary based on the severity of the incident reported at the Helpdesk. The severity would be as follows: -
 - ❖ Critical: Show-stopper application breakdown/crash. Has serious implications on running the Application server and has impacted all business-critical processes. It has affected or may affect >50% of the user community.
 - ❖ High: Serious degradation in the application performance. Has impacted the majority of the business process but is able to continue the operations with the system limitations. It may have serious implications on data integrity. It has affected or may affect, around 10% to 50% of the user community.
 - ❖ Medium: Moderate degradation in the application performance No implications on the data integrity. Has no impact on the normal operations/day-to-day working. It has affected or may affect, <10% of the user community.
 - ❖ Low: Applications are stable and have no impact on day-to-day working. It has affected or may affect a single user

Type of Service	Metric	Basis of Measurement	Response Time (Required Service Level)		Expected Action / Remarks
As per Problem Report (PR)	Initial Response	Call log details / EMS / Server logs	Critical	20 mins	Initial review for Category, Priority and whether the PR has sufficient information to understand the problem Assignment to a respective individual for analysis Respond to initiator informing of assignment for further analysis
			High	2 hrs	
			Medium	3 hrs	
			Low	4 hrs	
As per Problem Report (PR)	Complete Analysis / Resolution	Call log details / EMS / Server logs	Critical	1 hr	Bring a system in the state that can serve users , at full capacity without any service disruption in quality & uptime. Detail analysis of Problem Report and root cause analysis of, potential risk/impact, effort estimate for resolution and closing of the problem should be submitted.
			High	4 hrs	
			Medium	8 hrs	
			Low	10 hrs	

SLA Uptime

SLA Terms	Description
System Uptime	<ul style="list-style-type: none">➤ Time for which user is able to access the applications, website, and other components of the IT solution during the working hours. The system can be down due to any of the reasons including failure of hardware, network, system software, application, etc.➤ Scheduled downtime, for example, backup time, batch processing time, the routine maintenance time will not be considered while evaluating the system uptime. However, the selected bidder will be required to schedule such downtime with prior approval of the purchaser. Selected Bidder will plan scheduled downtime outside working time. In exceptional circumstances, the purchaser may allow the bidder to plan scheduled downtime in the working hours.➤ The agency will maintain an uptime of 99%.

SLA Change Control

- It is acknowledged that SLA may change as the purchaser's business needs evolve over the course of the contract period. As such, this document also defines the following management procedures:
 - A process for negotiating changes to the SLA.
 - An issue management process for documenting and resolving particularly difficult issues.
 - Purchaser and selected bidder management escalation process to be used in the event that an issue is not being resolved in a timely manner
- Any changes to the levels of service provided during the term of this agreement will be requested, documented, and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to SLA and consequently the contract

Exclusions

The selected bidder will be exempted from any delays or slippages on SLA in case of delay in execution due to delay (in approval, review, etc.) from the purchaser side. Any such delays will be notified in writing to the purchaser.

8.2 Liquidated Damage

If the bidder fails to commission, and achieve Operational Acceptance of the System within the time for achieving Operational Acceptance specified in the Implementation Schedule or the Agreed Project Execution Plan, or any extension of the time for achieving Operational Acceptance previously granted, the Supplier shall

pay to the Purchaser liquidated damages at the rate of one percent per week as a percentage of the Contract Price (exclusive of Recurrent Costs if any), or the relevant part of the Contract Price if a Subsystem has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount of ten (10) percent of the Contract Price (exclusive of Recurrent Costs if any). Once the maximum is reached, the Purchaser may consider termination of the Contract.

Liquidated damages shall be assessed at 0.5 % of the Contract Price per incidence of failure in achieving the required SLA. The maximum liquidated damages shall be 10 percent of the Contract Price, or equivalent to the cost of the relevant part of the Contract Price, whichever is higher, if the liquidated damages apply to a Subsystem.

Liquidated damages payable shall apply only to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the SLA requirement. This clause shall not limit, however, any other rights or remedies the Purchaser may have under the Contract for other delays.

If liquidated damages are claimed by the Purchaser for the System (or Subsystem), it will not in any way relieve the Supplier from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract.

Section 9 :Payment Schedule

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

(T = Date of signing of agreement)

S No	Deliverable	Stage Reference	Payment to be made	Time to Complete*
1	Signing of agreement and submission & acceptance of Inception Report	1	5% of the total contract value	T + 7 days
2	SDLC Plan and Requirements	2	5% of the total contract value	T + 7 days
3	Virtual Museum Lifecycle	3	5% of the total contract value	T + 15 days
4	Development and Programming	4	20% of the total contract value	T + 21 days
5	Testing, Deployment and Go-Live	5	25% of the total contract value	
6	Data Collection & Content Moderation for 75 villages	6 & 7	5% of the total contract value	T + 21 days
7	Data Collection & Content Moderation for rest of the villages	6 & 7	25% of the total contract value	T + 1 year
8	Testing, Deployment and Go-Live	8	10% of the total contract value paid quarterly over 5 years	T + 6 years

Note:

- 1. Payment for any of the stages will only be released post submission of the Performance Bank Guarantee to the Client. Refer Section 6.16.**
- 2. The Client 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 11 of this document**
- 3. The Client shall not entertain any cost inflation due to extension of execution timeline of work due to either Client/Successful Bidder.**

*The timeline is variable based on the site conditions and ongoing work from other contractors. In case, the successful bidder feels that the timelines cannot be met due to conditions which are independent of the successful bidder, it may send a request letter to the Client to extend the timelines, with valid justification.

Section 10 : General Conditions of Contract

10.1 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 Client. The Successful bidder shall always support and safeguard the legitimate interests of the Client, in any dealings with the third party. The Successful bidder shall conform to the standards laid down in the RFP in totality.

10.2 Prices

- The prices quoted in the financial bid should be exclusive of GST.
- 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 Client. Such downward revision in prices (or a better price offer by the Successful bidder) must be intimated to the Client 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. Client will validate the downward revision of prices and notify the new prices to the successful bidder. The revised prices, once notified by Client, 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 Client.
- In case it comes to the notice of the Client that there has been a significant decrease in prices in the market, the Client may request the concerned “Successful Bidder”, to revise the prices accordingly.

10.3 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.

10.4 Termination of Contract or Work Orders

10.4.1 Termination of Contract for default

- The Client without prejudice to any other remedy for breach of Contract, by a written notice of not less than 7 (Seven) 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 Client; 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 Client; or
 - ✓ Discrepancies/deviations in the agreed processes and/or Services; or
 - ✓ Violations of terms and conditions stipulated in this RFP.
- In the event the Client terminates the Contract in whole or in part for the breaches attributable to the Successful Bidder, the Client 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 Client 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/ Client data or any other relevant information to the Client 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 Client.

- During the transition, the Successful bidder shall also support the Client on technical queries/support on process implementation or in case of any provision for future upgrades.
- The Client 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 Client at its sole discretion may make alternate arrangements for getting the Services contracted with another vendor. In such a case, the Client 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 Client, 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. Client 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.

10.4.2 Termination of contract for Insolvency, Dissolution, etc.

Client 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 Client.

10.5 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 Client 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 Client or its nominated consultant 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 Client 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 Client / replacement Consultant 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 Client and its nominated agencies to carry out due diligence in order to transition the provision of the Services to Client or its nominated agencies, must be maintained by the Successful Bidder from commencement of the services.
- The Client 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 Client 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 Client.

10.6 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 Client 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.

10.7 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 Client, any work done or supply made or service rendered by the successful bidder is deficient in any manner in comparison to the prescribed standards, Client shall be at liberty to impose penalty on the successful bidder.
- The Successful Bidder shall be liable to the Client 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 Client's property, shall be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage.

10.8 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, quarantine and lockdown restrictions.
- If a Force Majeure situation arises, the Successful Bidder shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client 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.

10.9 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 the Client 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 Client. 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 the Ministry of Culture, 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 Client 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

10.10 Legal Jurisdiction

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

10.11 Other Information

- The successful bidder will have to get all the creatives, scripts, videos or any material, approved from the Client; 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 Client has paid will at all-time rest with Client and the Consultant/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 Client herein.
- The Successful Bidder will be responsible for copyright issues concerning usage of images, footage, text material, etc. obtained through various sources. Client 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. Client may assist the Successful Bidder in this regard, wherever possible.
- The Successful Bidder will at no time resort to plagiarism. Client will not be a party to any dispute arising on account of plagiarism resorted to by the Successful Bidder. The Successful Bidder will indemnify Client 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.

10.12 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 consultant/contractor.

The Bidder shall notify the Client 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 Client shall then verify such notification and may approve/reject the subcontracting. Such notification/approval by the Client 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 11 : Service Level Agreements

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of

service, which shall be provided by the Selected Bidder to Client for the duration of this Contract. The Client may regularly review the performance of the services being provided by the Selected Bidder and the effectiveness of this SLA.

Refer section 8.1 for detailed SLA parameters.

Section 12 : Annexures

12.1 Declaration on not being blacklisted (On Letterhead)

Date: XX/XX/XXXX

To,
**Indira Gandhi National Centre For The Arts,
Ministry of Culture,
Government of India,
Janpath, New Delhi**

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, ____ 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.

Sincerely Yours,

(Signature of Authorized Signatory)

Name: ____

Title: ____

12.2 Experience of executing and successfully completing work

Date: XX/XX/XXXX

To,
**Indira Gandhi National Centre For The Arts,
Ministry of Culture,
Government of India,
Janpath, New Delhi**

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/ partially completed certificate for these projects is attached for your ready reference.

A	B	C	D	E	J	K	Clause No
Ref No.	Name of the Work	Name of the Client	Brief Description of the work	Value of Work in INR	Start date	End date	

Sincerely Yours,
(Signature of Authorized Signatory)
Name:
Title:

12.3 Declaration of non-failure (On Letterhead)

Date: XX/XX/XXXX

To,
**Indira Gandhi National Centre For The Arts,
Ministry of Culture,
Government of India,
Janpath, New Delhi**

Subject: Declaration on 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.

Dear Sir,

I/We hereby declare that as of date, __ 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: __

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

Performance Bank Guarantee (Draft Format)

Ref: _____

Date: _____

Bank Guarantee No.: _____

To,
**Indira Gandhi National Centre For The Arts,
Ministry of Culture,
Government of India,
Janpath, New Delhi**

Dear Sir,

PERFORMANCE BANK GUARANTEE – For Selection of an Agency Developing an App and Website for Mera Gaon Meri Dharohar Campaign- Taking India’s Culture and Heritage to its Rural Level

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 Agency for Developing an App and Website for Mera Gaon Meri Dharohar Campaign- Taking India’s Culture and Heritage to its Rural Level.**

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 ____, 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 ____, 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 2021. 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.

12.5 CV's of Key Personnel

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 Years of 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 mis- statement described herein may lead to my or firm disqualification/ dismissal, if engaged.

Date:

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

Place:

12.6 Bid Security Declaration

Date: XX/XX/XXXX

To,
**Indira Gandhi National Centre For The Arts,
Ministry of Culture,
Government of India,
Janpath, New Delhi**

Subject: Bid Security Declaration
Dear Sir,

I/We undertake that:

I/We will not withdraw or modify the bids during the period of validity,

That in case the contract is awarded to me/us , I/We will sign the contract and submit a performance security before the deadline defined in the request for bids/request for proposals documents,

In case of default in any of the above ,I/we are liable to be debarred from participation in future tenders of IGNCA for a period of 2 years.

Sincerely Yours,
(Signature of Authorized Signatory)

Name:

Title:

Section 13 : Financial Bid

Category	Item	Qty	Unit	Rate (exc GST)	Amount
Software Development	Project Manager	24	Man Months		
Software Development	Technical Lead	18	Man Months		
Software Development	Database Administrator	18	Man Months		
Software Development	Network Administrator	6	Man Months		
Software Development	Frontend Developer	36	Man Months		
Software Development	Backend Developer	36	Man Months		
Software Development	Android Developer	36	Man Months		
Software Development	iOS Developer	36	Man Months		
Software Development	Testors	48	Man Months		
Software Development	UI Designer	18	Man Months		
Software Development	UX Designer	18	Man Months		
O&M of Software	1st Year	1	Nos		
O&M of Software	2nd Year	1	Nos		
O&M of Software	3rd Year	1	Nos		
O&M of Software	4th Year	1	Nos		
O&M of Software	5th Year	1	Nos		
Data Collection Management	Project Head	12	Man Months		
Data Collection Management	Team Leaders	72	Man Months		
Data Collection Management	Outreach Volunteers	720	Man Months		
Moderation	Team Leader	72	Man Months		
Moderation	Graphic Moderator	432	Man Months		
Moderation	Language Moderator	720	Man Months		
Helpdesk	Trainer	60	Man Months		
Helpdesk	Call Agent	180	Man Months		
360 Tour	360 Tour Shoot, Stitch and Compose	750	Villages		
				Sub-Total	
				GST	
				Grand Total	