



REQUEST FOR PROPOSAL
FOR
DIGITAL MUSEUM
CONTENT
AT
CHEMPAZHANTHY
GURUKULAM

PHASE 1



TABLE OF CONTENT

1.	DOCUMENT CONTROL	4
2.	DISCLAIMER	5
3.	GENERAL INSTRUCTIONS	6
4.	BACKGROUND	8
5.	GUIDELINES FOR BIDDER	9
5.1.	PURPOSE	9
5.2.	CONSORTIUM	9
5.3.	SUB-CONTRACTING	9
5.4.	SERVICE LEVEL AGREEMENT:.....	9
5.5.	COMPLETENESS OF BID	9
5.6.	PROPOSAL PREPARATION COSTS	10
5.7.	PRE-BID MEETING AND QUERIES.....	10
5.8.	EARNEST MONEY DEPOSIT (EMD):.....	10
5.9.	BID VALIDITY PERIOD	11
5.10.	COMMERCIAL FINANCIAL BID FORMAT.....	11
5.11.	PRICE	12
5.12.	DEVIATIONS AND EXCLUSIONS	12
5.13.	TOTAL RESPONSIBILITY	12
5.14.	DISQUALIFICATION	12
5.15.	BID SUBMISSION FORMAT	13
5.16.	BID SUBMISSION INSTRUCTIONS.....	14
5.17.	LATE BID AND BID VALIDITY PERIOD.....	15
5.17.1	Late bids.....	15
5.17.2	Bid validity period	16
5.18.	MODIFICATION AND WITHDRAWAL OF BIDS.....	16
5.19.	NON-CONFORMING BIDS.....	16
5.20.	EVALUATION PROCESS	17
5.21.	BID OPENING	17
5.22.	EVALUATION OF TECHNICAL PROPOSAL.....	17
5.23.	FINANCIAL PROPOSAL EVALUATION.....	18
6.	ELIGIBLE CRITERIA	18
6.1.	PRE-QUALIFICATION CRITERIA	19
6.2.	TECHNICAL EVALUATION CRITERIA.....	20
6.3.	ELIGIBLE GOODS AND SERVICES	20



6.4.	AWARD CRITERIA	20
6.5.	PERFORMANCE BANK GUARANTEE	20
7.	SCOPE OF WORK AND TERMS OF REFERENCE	21
7.1.	INTRODUCTION	21
7.2.	OBJECTIVES	21
7.3.	SCOPE OF WORK.....	21
	Scope of supply	21
	Scope of Installation, Configuration, and Integration.....	22
	Scope of Acceptance testing and commissioning	22
	Scope of Documentation	22
7.4.	MAJOR COMPONENTS	23
	Note: All the above-mentioned items should cover comprehensive On-site warranty for 5 years	23
7.5.	SERVICE LEVEL AGREEMENT AND VIOLATION PENALTIES	24



1. DOCUMENT CONTROL

Name of the Company	Uralungal Labour Contract Cooperative Society Ltd
Date of issue	16.10.2020
Last Date and Time for Receipt of Bids	30.10.2020
Schedule for Opening of Technical Bids	31.10.2020
Schedule for Opening of Commercial Bid	31.10.2020
Place of Opening of Bids	Vadakara, Calicut
Address for Communication	Uralungal Labour Contract Cooperative Society Ltd, Madappally College P.O, Vadakara, Kozhikode, Kerala, India PIN-673102., Phone No. +91-0496-2514042, 8113897444



2. DISCLAIMER

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Bidders, in documentary form by or on behalf of the Uralungal Labour Contract Cooperative Society Ltd., (“ULCCS”) or any of its employees specifically designated for this purpose is provided to Bidders on the terms and conditions set out in this RFP. This RFP is not a Contract and is neither an offer nor invitation by ULCCS to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals in pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by ULCCS in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for ULCCS or its employees to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct his own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. ULCCS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. ULCCS or its employees hereby make no representations or warranties and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process. ULCCS also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP. ULCCS may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that ULCCS is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for this project and ULCCS reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees,



expenses associated with any demonstrations or presentations which may be required by ULCCS or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and ULCCS 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 in submission of the Proposal, regardless of the conduct or outcome of the Selection Process. The contents of this RFP are the intellectual property of ULCCS. The bidder shall keep the contents of this RFP strictly confidential and shall not disclose the same to any third party without the written approval of ULCCS.

3. GENERAL INSTRUCTIONS

1. The bid consists of two parts namely, Technical Bid and Financial Bid, which are required to be submitted in two separate sealed covers marked as "Technical Bid" and "Commercial Bid".
2. All the bids, duly addressed to Purchase Manager, ULCCS Limited and must be submitted in person/courier to the ULCCS representative mentioned below at the following address on or before the due date specified (30.10.2020)
Shri. Suresh MK
M/s. Uralungal Labour Contract Cooperative Society,
Madappally College P.O, Vadakara, Kozhikode, 9446447402, 8113897444
3. ULCCS reserves the right to accept or reject in part or full any or all the bids without assigning any reason whatsoever. Any decision of ULCCS in this regard shall be final, conclusive, and binding on the Bidder.
4. Decision as to any arithmetical error, manifest or otherwise in the response to Bid Document shall be decided at the sole discretion of ULCCS and shall be binding on the Bidder. Any decision of ULCCS in this regard shall be final, conclusive, and binding on the Bidder.
5. ULCCS reserves the right to re-issue / re-commence the entire bid process in case of any anomaly, irregularity, or discrepancy in regard thereof. Any decision of ULCCS in this regard shall be final, conclusive, and binding on the Bidder.
6. Interested Bidders may obtain further information from Shri. Suresh MK, M/s. Uralungal Labour Contract Cooperative Society Ltd, Madappally College P.O, Vadakara, Kozhikode, Kerala, India PIN-673102., Phone No. +91-0496-2514042, 8113897444 between 09.00 hrs. to 17.00 hrs. on working days or email to purchase@ulcs.in
7. Modification to the Bid Documents, if any, will be made available as addendum on the Internet and / or emailed to the prospective bidders.
8. The Bid Documents may be downloaded from the ULCCS website www.ulccsltd.com and submitted at the above-mentioned address.



9. If a holiday is declared on any of the dates mentioned above, the bids shall be received /opened on the next working day at the same timings specified above.
10. Successful bidder would sign the Agreement with ULCCS at Vadakara only.
11. Bidder will need to work in parallel along with other vendors / contractors at site to ensure timely completion of the work at the site. The bidder's engineers may have to visit the site multiple times, if required, at no extra cost.
12. Each Bidder shall submit only one proposal.
13. Quotation shall remain valid for a period of 60 days from date of submission of Commercial Bid.
14. Prices quoted should be all inclusive – i.e. inclusive of Taxes / Duties / Statutory levies excise duty, sales tax, GST and charges for packing, forwarding, freight, transit insurance, loading and unloading.
15. The price quoted by the Vendor cannot be altered or changed due to escalation on account of any variation in taxes, levies, and cost of material.
16. The price quoted is to be written in words as well as figures and in case of discrepancies the prices written in words shall be correct.
17. All taxes, if any, applicable shall be deducted at source as per current rate while making any payment.
18. ULCCS will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
19. The bids received and accepted will be evaluated by ULCCS to ascertain the best and lowest bid in the interest of the ULCCS. However, the ULCCS does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.
20. ULCCS reserves the right to accept or reject any quotation and to cancel the bidding process and reject all quotations at any time prior to award of the contract.
21. Bidder shall submit the Performance Bank Guarantee for 10% of total contract value upfront at the time of signing of the contract. (Please refer the Section-II for Performance Bank Guarantee details).
22. Apart from the above, the company profile, past experience and performance track record of the bidder in the area of the Assignment, methodology to be adopted to carry out the Assignment, delivery schedule, service support, price, etc. shall be some of the important criteria in selecting the bidder.
23. Bidder shall sign the Agreement along enclosed this RFP.
24. During the period of evaluation, bidders may be asked to provide more details and explanations about information they have provided in the proposals. Bidders should



respond to such requests within the time frame indicated in the letter/e-mail seeking the explanation.

25. ULCCS' decision in respect to evaluation methodology and short-listing bidders will be final and no claims whatsoever in this respect will be entertained.
26. No charges shall be levied during handover period.
27. The bidder is expected to deploy their own industry standard tools
28. Commencement of IT Infrastructure should be within 15 days after signing of the agreement.
29. The Bidder shall bear all costs for the execution, stamp duty and submission of the contract and agreements (SLA, NDA etc.). ULCCS shall not be responsible or liable for reimbursing/compensating these costs.

4. BACKGROUND

The Uralungal Labour Contract Co-operative Society formed during 1925, with its headquarters in Madappally in Vatakara Taluk of Kozhikode District. Major portion of the Share Capital of the Society is contributed by Government of Kerala. ULCCS is based in a rural pocket in the Malabar region of the state of Kerala, India. The society has proven its mettle by establishing a name for itself in the area of infrastructure development. It has now taken the lead in creating state-of-the-art IT infrastructure and IT enabled solutions in the region. The IT division of the society has marked its presence in the state by bagging several prestigious IT projects from the Govt. of Kerala. The focus of the IT division ULCCS is to deliver solutions for Health & Transport sector, E-governance, and Utilities. The company is also actively involved in providing comprehensive geospatial solutions.

In the short span of its operations, ULCCS / ULCCS has provided IT services to various departments of the state government, including Kerala RTC that serves more than One Lakh Customers monthly and more than 5000 fleets, Kozhikode District Co-operative Hospital, Kerala State Electricity Board, KELTRON, Kudumbashree, Revenue Department, DMRC, several ULBs, and Kerala Water Authority etc. With a whopping growth rate of more than 65% per annum, and a workforce of more than 100 IT graduates, it's one of the fastest growing IT divisions in the co-operative sector, and has become one of the prominent players in the field of IT/ITES service delivery and IT infrastructure development in Kerala

- Asia's one of the largest labour contract co-operative society
- More than 84 % Capital Share Investment by Govt. of Kerala
- ISO 9001: 2008 certification
- More than 1500 Members and 2000+ employees
- More than 5500 completed projects and 300+ ongoing projects



Government of Kerala had appointed ULCCS as a Total Solution Provider for execution of IT/ITES Projects in Kerala vide GO. (MS)No. 1/2016/ITD Dated 18/01/2016.

5. GUIDELINES FOR BIDDER

5.1. PURPOSE

The purpose of digital museum at Chempazhanthy Gurukulam is to provide a digital entity that draws on the characteristics of a museum, to complement, enhance, or augment the museum experience through personalization, interactivity, and richness of content. Digital museums can perform as the digital footprint of a physical museum.

5.2. CONSORTIUM

Any consortium or Joint Venture of bidders is permissible provided written approval from ULCCS is obtained before bidding. The decisions made by ULCCS shall be final.

5.3. SUB-CONTRACTING

Sub-contracting of this work by the bidder is not permitted since the bidder itself is expected to have full expertise to deliver this project. However, procurement of goods from vendors by the bidder is allowed. Regular employees of the bidder only will be permitted to the project. The bidder should be submitted the EPF statement and employment certificate of staffs who involved in the project every month if the project exceeds a month period.

5.4. SERVICE LEVEL AGREEMENT:

The agreement enclosed forms an essential part of this RFP and has to be unconditionally accepted in full by the winning Bidder failing which the letter of award shall not be given to the eligible bidder and such bidder shall be excluded from this bid and the work shall be awarded to the next eligible bidder. The decision made by ULCCS shall be final in this respect.

5.5. COMPLETENESS OF BID

Bidders are advised to study all instructions, forms, requirements, appendices, and other information in the RFP documents carefully. Submission of the bid / Proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

Failure to comply with the requirements specified in the bid document may render the Proposal non-complaint and the Proposal may be rejected. Bidders must:



- i. Comply with all requirements as set out within this RFP.
- ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
- iii. Include all supporting documentations specified in this RFP
- iv. Comply with the Critical Dates mentioned in the bid document.

5.6. PROPOSAL PREPARATION COSTS

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by the ULCCS to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. The ULCCS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.7. PRE-BID MEETING AND QUERIES

Pre-Bid meeting is a chance to clarify the doubts and queries related with technical and commercial for vendors. The pre- bid meeting date will be announced later time. All the queries or clarification regarding the project must be raised within 3 days of published bid. None of the queries will be entertained after submission of proposal and after 3rd day of publishing the bid. All points will be treated as cleared on passing pre-bid meeting date and submitting proposal.

5.8. EARNEST MONEY DEPOSIT (EMD):

Bidders shall submit, along with their Bids, EMD of Rs.100000 (Rupees One Lakh Only) in the form of Demand Draft (DD) or Term Deposit Receipt from Nationalized/Scheduled Banks in favor of “The Uralungal Labour Contract Cooperative Society Ltd” valid for six months. EMD in any other form shall not be entertained.

The EMD shall be denominated in Indian Rupees only. No interest will be payable to the Bidder on the amount of the EMD.

Unsuccessful Bidder’s EMD will be discharged/ returned as promptly as possible, but not later than 30 days after the empanelment to the Successful bidder

The EMD may be forfeited:



If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or

In the case of a successful bidder, if the Bidder fails to sign the Agreement or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.

The EMD shall be submitted with the technical bid in a separately sealed envelope as mentioned in this section. Bids submitted without adequate EMD will be liable for rejection.

5.9. BID VALIDITY PERIOD

The financial offer submitted by the Bidders should be valid for minimum period of 60 days from the closing date of submission of the bid.

5.10. COMMERCIAL FINANCIAL BID FORMAT

Format for submission of financial bid has been given here. The payment would be made to bidder based on the following bid and further negotiations. No separate payment shall be made for services that are to be delivered by the vendor as part of his scope of work for this project. All Prices in INR, inclusive of all taxes, levies etc. (as applicable). The rates should be described on per unit basis. The Rate mentioned should be inclusive of all operational costs, raw material consumables, utility, resource cost etc.,

All bidders are supposed to follow below format for bidding in Supply, Installation, Testing and Commissioning (SITC) Mode.

Sr No	Product	QTY	UoM	Preferred Make	Unit Rate	GST %	Amount	Amount (Inc. GST)
	ZONE 1 – TRIBUTES							
	Content – Tributes							
1	10 Minutes content with 10 Tributes of 1 minute each of the items selected by Dept of Tourism from shared story board	1	No's					
	Zone 2+3- Life & Works							
	Content - Life & Works							
2	5 Minutes content with one work from each 5 sections shared in story board selected by Dept of Tourism	1	No's					
	Zone 6 – MIRACLES							
	Content – Miracles							
3	4 Minutes content of 2 Miracles Explained in 2 Minutes each from shared story board	1	No's					



Zone 7 – TEACHINGS								
Content – Teachings								
4	5 Minutes content of 1 selected teaching with duration of 5 minute from shared story board	1	No's					
Grand Total								

5.11. PRICE

The bid price will include all taxes and levies and shall be in Indian Rupees.

5.12. DEVIATIONS AND EXCLUSIONS

The bidder may provide deviation to the contents of the RFP document. It may be noted that once the deviation is provided, the bidder would not be allowed to withdraw the deviation submitted.

5.13. TOTAL RESPONSIBILITY

Bidder should furnish an unconditional declaration undertaking total responsibility including responsibility for the security of any data transfer for the defect free operation of the proposed solution which shall not include any conditional statements.

5.14. DISQUALIFICATION

- The proposal is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:
- Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
- During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices.
- The bidder qualifies the proposal with his own conditions.
- Proposal is received in incomplete form.
- Proposal is received after due date and time at the designated venue.
- Proposal is not accompanied by all the requisite documents.
- Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the agreement (no matter at what stage) or during the tenure of the agreement including the extension period if any .



- Commercial proposal is enclosed with the same envelope as technical proposal.
- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- In case any one bidder submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately.
- Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract within 30 working days of the date of notice of award of contract or within such extended period as agreed by ULCCS.
- Bidders may specifically note that while evaluating the proposals, if it comes to Purchaser's knowledge expressly or implied, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of three years from participation in any of the tenders floated by Purchaser.
- The bid security envelope, response to the pre-qualification criteria, technical proposal and the entire documentation (including the hard and soft/electronic copies of the same) submitted along with that should not contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid.

5.15. BID SUBMISSION FORMAT

1. Technical Bid – Separate Envelope

- a. Unconditional Acceptance of Terms and Conditions
- b. Memorandum and Articles of Association
- c. Audited financial statements (Balance sheet, P& L, Cashflow statement) of last three financial years
- d. 3 years' experience certificate /PO
- e. Copy of ISO Certification
- f. Copy of GST Registration Certificate
- g. Fulfilment of Eligibility Criteria
- h. No vigilance/blacklisting/negative list/court case - self declaration.
- i. List of direct support location
- j. Certified true copy of Board Resolution towards authorizing the signatory to sign all documents in respect of RFP including the commercial bid.



2. Commercial Bid Form – Separate Envelope.

5.16. BID SUBMISSION INSTRUCTIONS

Before bidding, the Bidders are requested to carefully examine the Bid Documents and the terms and conditions of the contract thereof, and if there appears to be any ambiguity, gap(s) and/or discrepancy between any of the Bid Documents they should forthwith refer the matter to Bank for necessary clarifications and / or confirmation.

The Bidder shall complete in all respects, form(s) annexed to the Bid Documents, quote the prices, furnish the information called for therein, and sign and date each of the documents in the relevant space provided therein for the purpose. The Bidder shall initial each page of the Bid Documents.

The bid shall be properly signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by requisite internal corporate authorizations. The bid submitted in case of a consortium shall be rejected without assigning any reason thereof.

The bid shall contain the full name, address, telephone no.(mobile no and landline), fax no. and E-mail ID, if any, of Bidder for facilitating communications including notices to be given to the Bidder in connection with the bid transaction.

The Bid forms and the Documents attached to it shall not be detached or removed one from the other and no alteration (s) or mutilation (s) (other than filling in all the blank spaces) shall be made in any of the Bid Documents attached thereto. Any alterations or changes to the entries in the attached documents shall be made by a separate covering letter, in the absence of which it shall be rejected. Any decision in this regard by ULCCS shall be final, conclusive, and binding on the Bidder.

The Bidder shall bear all costs for the preparation and submission of the Bid Documents. ULCCS shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

The Bid Security as specified in Section I should be paid along with the Bid Document during submission. Bids without the Bid Security shall be rejected.

The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and strictly confidential.

ULCCS reserves the right to adjust arithmetical or other errors in the bid, in the way ULCCS considers appropriate or deem fit. Any adjustments so made by ULCCS shall be stated to the Bidder, if ULCCS makes an offer to accept his bid. The final decision as to any error manifest



or otherwise shall be at the sole discretion of ULCCS and shall be final, conclusive, and binding on the Bidder.

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and Bank and supporting documents and printed literature shall be in English.

The Bidder shall submit their offers strictly in accordance with the terms and conditions of the Bid Documents. Any Bid, which stipulates conditions contrary to the terms and conditions given in the Bid Documents, shall be rejected. The Bidder cannot quote for the project in part.

Each bid shall be properly Super scripted as “Technical and Commercial / Financial Bid for IT Infrastructure services” as the case may be and submitted simultaneously in sealed envelopes at the above-mentioned address.

ULCCS is not bound to accept the lowest or any bid and has the right to reject any bid without assigning any reason whatsoever. ULCCS also reserves the right to re-issue/re-commence the bid/bid process. Any decision in this regard by ULCCS shall be final, conclusive, and binding on the Bidder.

The Bidder is expected to examine and follow all instructions, forms, terms & conditions, and scope of work in the Bid Document. Failure to furnish complete information in all respects required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid by ULCCS . Any decision in this regard by ULCCS shall be final, conclusive, and binding on the Bidder.

The Bidder shall prepare the bid based on details provided in the Bid documents. It must be clearly understood that the quantities, specifications, and drawings are intended to give the Bidder an idea about the order, type, scale and magnitude of the work and are not in any way exhaustive and guaranteed by ULCCS.

ULCCS reserves the sole right to itself for including any addendum to this entire bid process. The Bidders shall not claim as a right for requiring ULCCS to do the aforesaid.

5.17. LATE BID AND BID VALIDITY PERIOD

5.17.1 Late bids

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.

The bids submitted by fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.



The ULCCS shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

5.17.2 Bid validity period

1. The financial offer submitted by the Bidders should be valid for minimum period of 60 days from the closing date of submission of the bid. The bidder shall not be entitled to revoke or cancel the offer or to vary any term thereof, during the said period of validity without the consent in writing of the ULCCS.
2. If there is any delay in finalization of the bid due to unforeseen factors, all the bidders shall be asked to extend the validity for an appropriate period, specifying a date by which bid is expected to be finalized. The request and the responses thereto shall be made in writing. The bid process will not be vitiated if any bid declines to extend the offer as requested for.

5.18. MODIFICATION AND WITHDRAWAL OF BIDS

- a. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by the ULCCS prior to the deadline prescribed for submission of Bids.
- b. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions mentioned. A withdrawal notice may also be sent by Fax but followed by a signed confirmation copy, post-marked not later than the deadline for submission of Bids.
- c. No Bid may be modified after the deadline for submission of Bids.
- d. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security.

5.19. NON-CONFORMING BIDS

Any proposal may be construed as a non-conforming proposal and ineligible for consideration if it does not comply with the requirements of this RFP.



5.20. EVALUATION PROCESS

The vendor shall submit their offers strictly in accordance with the terms and conditions of the Bid Documents. Any bid, which stipulates conditions contrary to the terms and conditions given in the Bid Documents, is liable for rejection. Any decision of ULCCS in this regard shall be final, conclusive, and binding on the vendor.

The Financial Bid will be opened only if the Technical Bid is cleared and accepted.

L1 vendor will be arrived at by considering the lowest bid received for IT Infrastructure at Chempazhanthy Gurukulam.

Vendors are also required to quote separately for the other service Charges. This will not be considered for determining the L-1 vendor.

In case of any abnormality, the ULCCS's decision will be final.

5.21. BID OPENING

1. The venue, date, and time for opening the Pre-qualification & Technical bid is mentioned in the notification.
2. Bids will be opened in three parts (Pre-qualification, technical and commercial). There will be three (3) bid-opening events.
 - a) Pre-qualification Bids opening.
 - b) Technical Bids opening.
 - c) Commercial Bids opening.
3. The Technical Bids of only those bidders will be opened who qualify in Pre-qualification eligibility.
4. The commercial Bids of only those bidders will be opened who score equal to or more than qualifying marks. This is closed bid and presence of bidder's representative will not be required.

5.22. EVALUATION OF TECHNICAL PROPOSAL

1. The bidders' pre-qualification bid will be evaluated as per requirements specified in the Pre-Qualification Criteria.
2. Pursuant to complying to the pre-qualification criteria, bidders will be short-listed for further evaluation.



3. Technical bids will be opened only for the bidders who succeed the pre-qualification stage.
4. The ULCCS will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at the Owner's discretion.
5. The bidders' technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP.
6. Each Technical Bid will be assigned a technical score out of a maximum of 100 points. Only the bidders who score a Technical score of 50% or more will qualify for commercial bid evaluation.
7. The Final technical score of the Bidder shall be calculated as follows -

Normalized Technical Score of a Bidder = {Technical Score of that Bidder / Score of the Bidder with the highest technical score} X 100 (adjusted to 2 decimals)

5.23. FINANCIAL PROPOSAL EVALUATION

1. The commercial bids for the technically qualified bidders will then be opened and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at owner's discretion
2. The Commercial Bids of the technically qualified bidders shall be calculated as follows -

Normalized Commercial Score of a Bidder = {lowest discounted quote / Bidders discounted quote} X 100 (adjusted to 2 decimals)

3. The final score will be Quality and Cost based with the following weightage: 70%: Final Technical Score 30%: Final Commercial score The bidder with the highest Final score shall be treated as the Successful bidder.

Final Score = (0.7*Final Technical Score) + (0.3*Final Commercial Score)

6. ELIGIBLE CRITERIA

The bidder shall have experience in successfully implementing in at least one Digital Museum projects on National importance. Higher experience of implementing more number of such



projects shall be an added advantage. Only experience from completed projects shall be considered.

6.1. PRE-QUALIFICATION CRITERIA

1. The bidder should be a registered corporate in India registered under the Companies Act, 1956 or a company/statutory body owned by Central / State Government.
2. The bidder should have an average annual turnover of Rs. 15 crores in the last two Financial Years and should be a net profit-making company in the last two financial years. The financial should be of the bidder only. The bidder should have experience in successfully implementing digital museums projects.
3. Financial Capability Clause:

Must satisfy minimum criteria of at least 75% of the bid cost to demonstrate that it has access to, or as available Liquid Assets (aggregate of Working Capital, Cash in hand) and/or lines of Credit sufficient to meet the execution Cash Flow requirements.

Necessary, additional documents/sheets should be attached alongwith,

e.g. Details/Copy of the Source of Finance (in original, not old than Three Month from the Date of Bid Submission) specifying proposed sources of financing (i.e. Overdraft/Credit from Bank/Solvency Certificate from Bank, etc.), the bidder(s) should demonstrate that it has access to, or have available, liquid assets, unencumbered real assets, line of credit, or any other financial means to meet the cash flow demands of the work.

4. The bidder should be in the business of installing, commissioning, and managing of IT – Infrastructure services, and all other services mentioned in this RFP, all over India for the last two years.
5. The bidder should be ISO 9001:2000 certified.
6. The bidder should directly provide all the services mentioned in this RFP. No subcontracting of the services is permitted, vendor services can be used for goods.
7. The direct support locations should include Kerala and especially Trivandrum. All the supplied materials should be serviced or replaced in local authorized service centre itself. The vendor should submit a list of support center addresses, contact person/s with numbers & the resolution/response matrix for above locations.
8. The bidder should not be on the negative list of any public sector bank/Government/quasi government organization or blacklisted by any of them.



6.2. TECHNICAL EVALUATION CRITERIA

The objective of the Technical Bid evaluation is to short list bidders who have:

The Evaluation Committee shall evaluate the Technical proposals of the qualified bidders based on their responsiveness to this RFP and applying the evaluation criteria. Marks shall be assigned to each prospective based on the Technical Bid submitted. Evaluating the Technical Capabilities of the Bidder. This section should demonstrate the Bidder's understanding of the information provided in the RFP in terms of a viable business plan.

6.3. ELIGIBLE GOODS AND SERVICES

- The Purchaser is looking for brand new well-proven branded quality products, which are produced in volume and are used by many users in India /Abroad. All products quoted should be associated with specific model numbers and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document.
- The bidder should ensure that any internal components or subsystems of products offered for being empaneled are not substituted by similar items from different manufacturers, without adequate justification that is acceptable to the Purchaser.

6.4. AWARD CRITERIA

- a. The acceptance of the bid will be intimated to the successful bidder by ULCCS.
- b. ULCCS shall be the sole judge in the matter of award of contract and decision of ULCCS shall be final and binding.
- c. ULCCS reserves the right to accept or reject the bid in full or part.
- d. ULCCS reserves the right to cancel the bid/letter of award/agreement either in part or in full, if the Successful Bidder fails to deliver the specified quantity of the item at the stipulated time and award the same to the next successful bidder. Under such circumstances, Liquidated Damages Clause will be imposed on the Successful Bidder at the rates specified in this RFP.

6.5. PERFORMANCE BANK GUARANTEE

The successful bidder shall provide a Performance Bank Guarantee (PBG), within 15 days from the Notification of award, for a value equivalent to 10% of the total cost of the assignment. The Performance Guarantee should be valid for the entire duration of the project including



warranty period. The Performance Guarantee shall be renewed as and when required and kept valid for a period of three months beyond the completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The successful bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the ULCCS at its sole discretion may cancel the letter of award given to the successful bidder without giving any notice. The ULCCS shall invoke the performance guarantee in case the successful bidder fails to discharge their contractual obligations during the period or the ULCCS incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

7. SCOPE OF WORK AND TERMS OF REFERENCE.

7.1. INTRODUCTION

Chempazhanthi Gurukulam requires a digital entity that draws on the characteristics of a museum, to complement, enhance, or augment the museum experience through personalization, interactivity, and richness of content. Digital museums can perform as the digital footprint of a physical museum.

7.2. OBJECTIVES

The value and function of cultural heritage are realized through knowledge sharing and exchange of idea. Hence, the focus of the digital museum should be on the visitor's experience rather than the technology itself.

7.3. SCOPE OF WORK

Scope of supply

Supply of all equipment's as per BoQ at Chempazhanthi Gurukulam. The bidder shall be responsible as per the conditions of contract and technical specifications includes assembly, quality check, packing, supply, transportation, transit insurance, local delivery, receipt, unloading, handling, storage at site of the requisite hardware infrastructure along with its associated peripherals.



Scope of Installation, Configuration, and Integration

1. Conduct a site study in the locations wherever the digital museum to be implemented and make sure the performance after successful installation.
2. The bidder shall be responsible for Physical installation and powering of all the components.
3. Any structure, permanent or temporary, dismantled or destroyed during the execution of the work shall be refilled/remake or restore to its original condition by the contractor at his own cost.
4. Configuration and Integration of all the digital museum equipment's as per the approved implementation plan.
5. The bidder shall be ensure that the requirement and function of equipment's and any support or resource required for implementing these devices by the bidder at his own cost.
6. The bidder shall be responsible for implementing and integrating the equipment's as per the requirement.

Scope of Acceptance testing and commissioning

1. After installation and configuration of each subsystem, integrating various systems and providing various services, tests shall be conducted for system performance.
2. Commissioning shall mean end-to-end commissioning of the devices with testing of live applications. Test parameters, commitments etc shall be submitted along with implementation plan, which is shall be approved by ULCCS.
3. Performance audit of the digital museum equipment's after the implementation of digital museum.
4. The successful Bidder shall prepare an inspection and acceptance schedule with details of each activity.
5. The bidder should be checking the functioning of the devices and submit the report against the testing.

Scope of Documentation

- a) Providing original manuals of all hardware items supplied.



- b) Implementation plan, to be approved by ULCCS before initializing the installation and configuration activity.
- c) Test parameters, commitments etc for acceptance testing to be enclosed along with Implementation plan.
- d) Documentation on Equipment/ rack layout plan and connectivity Diagram
- e) Technical write up of the design and functioning, architecture diagram, Active components configuration details, Security implementation.
- f) Operator manual for shutdown/start of the active resources.
- g) Acceptance test reports, performance test reports of core components.
- h) Any other Relevant Documentation

7.4. MAJOR COMPONENTS

The components for Chempazhanthy Gurukulam Digital museum are listed below.

Sr No	Product	QTY	UoM
	ZONE 1 – TRIBUTES		
	Content – Tributes		
1	10 Minutes content with 10 Tributes of 1 minute each of the items selected by Dept of Tourism from shared story board	1	No's
	Zone 2+3- Life & Works		
	Content - Life & Works		
2	5 Minutes content with one work from each 5 sections shared in story board selected by Dept of Tourism	1	No's
	Zone 6 – MIRACLES		
	Content – Miracles		
3	4 Minutes content of 2 Miracles Explained in 2 Minutes each from shared story board	1	No's
	Zone 7 – TEACHINGS		
	Content – Teachings		
4	5 Minutes content of 1 selected teaching with duration of 5 minute from shared story board	1	No's

Note: All the above-mentioned items should cover comprehensive On-site warranty for 5 years



7.5. SERVICE LEVEL AGREEMENT AND VIOLATION PENALTIES

This document describes the service levels to be established for the services offered by the Successful bidder (SUCCESSFUL BIDDER) to ULCCS and its end client as the case may be. The SUCCESSFUL BIDDER shall monitor and maintain the stated service levels to provide quality service to ULCCS and its End Client as the case may be.

DEFINITIONS

- a. "**Deliverables**" Hardware & Software support – Onsite, Preventive Maintenance & Health Check, and related reports in pursuance of the agreement in relation to the project;
- b. "**Warranty**" means a guarantee or promise for after sales support for the supplied D project for a period of FIVE years from the date of installation project located at Thiruvananthapuram, Kerala
- c. "**Completion date**" means the date on which the 5 years maintenance period ends which shall be 5 years from the date of installation. The final 10% payment shall be made against a 10% Performance Bank Guarantee from the Vendor.
- d. "**Replacement Partner**" means any third party that ULCCS may appoint to replace the Successful Bidder upon expiry of the Term or other termination of this Agreement or the SLA to undertake the Services or part thereof.
- e. "**Successful Bidder**" means the eligible bidder to which a letter of award may be issued after signing of the agreement under this RFP
- f. "**End-Client**" means Chempazhanthy Gurukulam represented by the Department of Tourism, Kerala.

2. Commencement and Duration of work

The work will be considered completed when all the obligations during the 5 years warranty period are discharged as per this agreement by the Successful Bidder.

3. Warranty

The warranty for all the Hardware & Software components supplied by the Successful Bidder shall remain valid for a period of 5 years from the date of installation.

The Successful Bidder shall provide on-site warranty maintenance for 5 years conditions from the date of installation. This would include maintenance for overall hardware, software, and end-user problem resolution.

- Hardware & Software Maintenance On-site Support
- Hardware & Software Problem Diagnosis
- On-site Support
- Parts and Material replacement



- Same day Response
- NBD Resolution
- 9 to 6 hrs, Day 6 Service window

In case equipment, peripheral or components are taken away for repairs, the Successful Bidder shall provide similar standby equipment so that the equipment can be used in the absence of the originals/replacements without disrupting regular operations.

All problems shall be reported by **ULCCS /the End Client** over telephone, email to the Successful Bidder's call centres. A complaint register number shall be immediately allotted and informed to **ULCCS** on receipt and validation of the complaint. The number shall be referred on all further follow up with respect to the problem till its closure.

4. Deliverables

- a. Quarterly MIS reports containing:
 - i) Quarterly availability of hardware components.
 - ii) Total number of service calls recorded and status as per SLA with call details.
- b. Quarterly Preventive check-up and maintenance

5. The Responsibilities of the Successful Bidder shall include (but not be limited to) providing the following:

- i) Hardware & Software comprehensive support – On-site: Maintain listed equipment's listed in this RFP located at Chempazhanthy Gurukulam, Thiruvananthapuram, Kerala.
- ii) Preventive Maintenance & Health Check - Unscheduled on call corrective and remedial maintenance service to set right malfunctioning hardware and software covered under the warranty. This includes replacement of unserviceable parts free of cost. The parts replaced will either be new parts or equivalent in performance to new parts.
- iii) Make the defective material good or alter the same to make it comply with the requirements of this RFP. The replacements shall be made free of all charges at site.
- iv) Hardware upgradation & OS / Application / installation / support / migration etc. shall be made available to **ULCCS** at extra charges on requirement based on the availability in market when the requirement arises.
- v) The Successful Bidder shall bring to the notice of **ULCCS** regarding the Parts / consumables which need to be replaced /purchased for the proper functioning of the system from time to time. However, the vendor shall ensure possible assistance is extended in case such requirements arise.

6. Responsibilities of ULCCS shall be the following:

- i) **ULCCS** shall request the End Client to provide need-based assistance sought by the Successful Bidder, if convinced by the request made by the Successful Bidder.
- ii) Timely logging of calls with the Successful Bidder regarding issues.
- iii) The Vendor shall be informed of any changes in the location of the Owners' system(s).



iv) As far as possible the Engineer from the Successful Bidder / its OEM engineer /its Authorized Service Partner shall carry out the repair at the End Client premises on behalf of ULCCS. However, in exceptional cases where the unit needs to be sent to the service center of the the Successful Bidder, the Successful Bidder at its expenses shall do all arrangements for dispatch and collection. The necessary approvals / permissions shall be arranged by ULCCS as required as per the internal procedure.

v) ULCCS shall coordinate with the End client for providing the required power source and site facilities for the Successful Bidder

vi) ULCCS will render all necessary co-operation and information reasonably required to meet its respective obligation under this RFP.

vii) ULCCS shall use reasonable endeavours to assist the Successful Bidder to obtain the Required Consents. In the event that any Required Consent is not obtained, the Successful Bidder and ULCCS will co-operate with each other in achieving a reasonable alternative arrangement reasonably practicable for ULCCS / the End Client until such Required Consent is obtained, provided that the Successful Bidder shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Required Consents are obtained if and to the extent that the Vendor obligations are dependent upon such Required Consents.

7. Project Schedule

Delivery of warranty services should be as per schedule below:

SL	Milestones	Time Frame
1.	Completion of all equipment Installation	T0
2.	Completion of Warranty Maintenance Contract	T0 + 5 years

8. Breach and Rectification

In the event if there is a material breach of performance of obligations and terms under this RFP or the SLA under this agreement by the successful bidder, ULCCS may give a notice in writing to the successful bidder. The successful bidder shall immediately rectify the default/breach within a timeframe required by the End Client of ULCCS. In the event the successful bidder is not able to rectify the said default/breach within the period stipulated above, ULCCS shall be at the liberty to take such action as necessary or terminate the arrangement.

9. Penalties

Agreed upon activities are required to be completed as per schedules mentioned in this RFP which need to be strictly adhered to and completed by the successful bidder. Any slippage in agreed responsibilities will attract penalty as per the terms mentioned.

If the responsibilities are not carried out by the successful bidder as per the defined scope, or quality or any other defect in performance related aspects, penalty will be levied by ULCCS on the successful bidder at the rates any such penalty is charged by the end client (due to this)



on ULCCS. In addition, any additional actual financial losses ULCCS suffered due to this shall be recovered from the successful bidder.

In addition to this, ULCCS shall have the right to impose liquidated damages if the successful bidder commits any breach of the terms of this agreement including but not limited to violation of project timelines. This shall be in addition to any other remedies available to ULCCS. The maximum amount of liquidated damages shall be 10% of the project value.

10. Termination

i) The ULCCS may serve written notice on the successful bidder at any time to terminate the Agreement with the successful bidder with immediate effect in the event of a reasonable apprehension of non-performance by the successful bidder within acceptable service levels.

ii) On termination of the Agreement with the successful bidder for any reason, the ULCCS will release any amount due to the successful bidder only if, any part of the work completed by the successful bidder is accepted by the End Client, and such consequent amount is released by the end Client. ULCCS shall not pay any interest on such amounts under any circumstances.

11. Limitation of Liability

i) Neither this RFP nor the agreement grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between ULCCS and the successful bidder

ii) ULCCS shall be entitled to claim the remedy of specific performance under this RFP and/or the agreement against the successful bidder

11. Force Majeure

i) For the purpose of this RFP, Force “Majeure” means any cause, which is beyond the control of the successful bidder or ULCCS as the case may be, which such party could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the Contract, such as:-

- a. War / hostilities
- b. Riot or civil commotion
- c. Earthquake, Flood, Fire, Tempest, Epidemics, or other natural physical Disaster, Quarantine restricts and Freight embargoes
- d. Restrictions imposed by the Government or other statutory bodies, which is beyond the control of the second part, which prevent or delay the execution of the order by the second part.

ii) In case of occurrence of the above-mentioned cases, the successful bidder’s right to an extension of the time limit for completion of the work in above-mentioned cases is subject to the following procedures.

- a. That within 10 days after the occurrence of a case of Force Majeure but before the expiry of the stipulated date of completion, the successful bidder must inform ULCCS in writing about the occurrence of Force Majeure Condition and that the successful bidder considers themselves entitled to an extension of the time limit.



- b. That the successful bidder produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
- c. That the successful bidder proves that the said conditions have been interfered with the carrying out of the contract.
- d. That the successful bidder proves that the delay occurred is not due to his own action or lack of action.
- e. Apart from the extension of the time limit, force majeure does not entitle the successful bidder to any relaxation or to any compensation of damage or loss suffered.

12. Change Control Schedule

ULCCS and the successful bidder recognizes that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The successful bidder will endeavour, wherever reasonably practicable, to effect change without an increase in the cost and the ULCCS will work with the successful bidder to ensure that all changes are discussed and managed in a constructive manner.

13. Exit Management

i) ULCCS shall be entitled to serve notice in writing on the successful bidder at any time requiring the successful bidder to transfer and handover ULCCS or its nominated agency at the appropriate time, in accordance with the terms of the agreement any asset or deliverable in which ULCCS has the right, title and interest and that is in the possession of the successful bidder.

ii) Upon termination, the successful bidder shall cease to have any right whatsoever to render such services under or pursuant to this RFP.

iii) The successful bidder will immediately upon termination for any reason, supply to the ULCCS the following:

- a) documentation relating to Project's Intellectual Property Rights.
- b) PROJECT data and confidential information.
- c) All current and updated PROJECT data as is reasonably required for purposes of ULCCS or its nominated agencies transitioning the services to its Replacement Partner in a readily available format.
- d) All other information (including but not limited to documents, records, and agreements) relating to the services reasonably necessary to enable ULCCS or its nominated agencies, or its Replacement Partner to carry out due diligence to transition.

14. Governance Structure

i) Project Managers: The relationship under this Agreement will be managed by the Project Managers appointed by each Party, who will provide the interface between the management of the respective Parties.



ii) The Project Managers shall have responsibility for maintaining the interface and communication between the Parties.

iii) All meetings and proceedings will be documented; such documents to be distributed to both Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.

15. Intellectual Property Rights

The successful bidder shall indemnify ULCCS against all third-party claims of infringement of patent, trademark or industrial design and any intellectual property rights arising from the use of equipment, services, or any part thereof. The intellectual property rights of the solution under this project shall be with ULCCS. The works executed by the successful bidder under this project shall be considered to be work made for hire and ULCCS shall have full ownership on them. Any source code applicable or project related documents shall be transferred to ULCCS by the ULCCS at the end of the project, as and when requested or as otherwise mentioned in this RFP.

a. Patents, Liability & Compliance of Regulations:

- i) The successful bidder shall protect and fully indemnify ULCCS from any claims for infringement of patents, copyright, trademark, license violation or the like.
- ii) The successful bidder shall be responsible for complying with all requirements under the laws and shall protect and indemnify ULCCS completely from any claims/penalties arising out of any infringements and indemnify the ULCCS completely from any claims/penalties arising out of any infringements.

b. Confidentiality

Any information pertaining to ULCCS or any other agency involved in the project, matters concerning this project or the End Client that comes to the knowledge of the ULCCS in connection with this RFP and award of work, will be deemed to be confidential and the ULCCS shall be fully responsible, for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failure to observe the same. The ULCCS shall ensure due secrecy of information and data not intended for public distribution.

16. MISCELLANEOUS

i) Personnel assigned by the successful bidder to perform the Services shall be employees of the successful bidder or their authorized partners and under no circumstances will such personnel be considered employees of ULCCS. All contractual or statutory labour liabilities for the personnel assigned to this project shall be with the successful bidder.

ii) The successful bidder shall use its best efforts to ensure that sufficient personnel are employed to perform the Services, and that such personnel have appropriate qualifications to perform the Services.



iii) Except as stated in this clause, nothing in this RFP or Agreement will limit the ability of the successful bidder freely to assign or reassign its employees; provided that the successful bidder shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. The successful bidder shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.

iv) The successful bidder shall be liable to do appropriate clean up services at no additional cost at the work site for any untidiness caused by them and remove any litter lying around as a result of their work.

v) Full responsibility for any materials deliverable under this RFP shall be the responsibility of the successful bidder until the date of completion of installation and commissioning. Any installation and commissioning shall be deemed complete only after ULCCS verifies and approves it. ULCCS shall not cause any unreasonable delay in providing any such approval.

17. Resolution of Disputes, Arbitration and Jurisdiction

i) ULCCS and the successful bidder shall make every effort to resolve amicably through direct informal negotiation any disagreement or dispute arising between them under or in connection with this RFP or project.

ii) If, after thirty (30) days from the commencement of such informal negotiations, ULCCS and the successful bidder have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a third party acceptable to both, or in accordance with the Arbitration and Conciliation Act, 1996.

iii) All Arbitration proceedings shall be held at CALICUT, Kerala, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

iv) In case of any dispute, the Arbitrator's decision shall be final in all regards. The arbitrator may be appointed by both the parties mutually. Such arbitration must be conducted at the office of the ULCCS and shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996.

v) Each party will bear the expenses / cost incurred by it in defending itself in the arbitration. However, the cost of arbitration, including any venue cost, arbitrator's fee, arbitrator's administrative expenses etc. shall be borne equally by both the parties.



ANNEXURE I

This agreement has to be signed on INR 200 Stamp Paper

AGREEMENT TO BE SIGNED BY THE SUCCESSFUL BIDDER BEFORE THE LETTER OF AWARD IS ISSUED.

This agreement is made on the.....Day of _____ 2020 at Calicut.

BY AND BETWEEN

M/s. **Uralungal Labour Contract Cooperative Society**, a cooperative society having its Registered office at Madappalli College P.O, Vadakara, Kozhikode, Kerala, represented by its **Chairman Mr. Rameshan P** (here in after referred to as ‘the ULCCS’ which expression shall unless the context does not admit, include its successors and assigns), of the FIRST PART;

AND

M/s.....) is a company registered in India under the Companies Act 1956 represented by its(designation), Mr.....(hereinafter referred to as “ The Successful Bidder” which expression shall include its successors, permitted assignees) of THE SECOND PART;

ULCCS and The successful bidder shall hereinafter be jointly referred to as ‘parties’ and severally as ‘the party’

WHEREAS

A. The Chempazhanchy Gurukulam through the Tourism Department, Kerala (the end client) has engaged ULCCS to implement the digital museum project (hereinafter referred to as ‘the Project’)

B. The ULCCS has floated a limited request for proposal (RFP) numbered.....dated..... from eligible parties with qualifications as mentioned in the RFP

C. The successful bidder has agreed to execute the project to the reasonable satisfaction of ULCCS in accordance with the terms of the RFP

D. Now both the parties are keen to enter into an Agreement by adhering to all the terms and of the RFP and the following terms for the smooth operation and maintenance of the Project.

NOW THIS AGREEMENT WITNESSETH AND PARTIES HERETO AGREE AS UNDER:

A. The successful bidder acknowledges that it has read the terms of the RFP totally and understood it, and agrees to be bound by its terms and further agree that it is the complete and exclusive statement of the agreement arrived at between the parties.

B. ULCCS may issue a letter of award in favour of the successful bidder after executing this agreement.

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DAY ABOVE IN THE PRESENCE OF WITNESS INDICATED BELOW.



**For and on behalf of
ULCCS.**

Signature -----
(Authorised Signatory)

Name -----

Designation -----

(Seal)

In presence of:

Signature -----

Name -----

**For and on behalf of
THE SUCCESSFUL BIDDER**

(Authorised Signatory)

(Seal)
