

Selection of Agency for Design, Execution,
Operation & Maintenance of VIRTUAL
SAFARI & THE VIRTUAL ECO-THEME
PARK
in AR-VR Technology
For
Telangana State Forest Development
Corporation Limited

Contents

1.	Invitation for Competitive Bidding.....	5
	RFP Notice	5
	Fact Sheet.....	5
	Other Important Information related to Bid.....	6
2.	Pre-Qualification Criteria	6
3.	Introduction	7
	Project Scope:	7
	Project Details	9
	Scope of Work.....	9
4.	Contract Terms & Conditions.....	9
	Signing of Contract.....	9
	Contract Period –Engagement Timelines	9
	Roles and Responsibilities of the Partners.....	9
	TSFDC	9
	Bidder Roles and Responsibilities	10
	Monitoring of the Project	12
	Payment Terms	12
	Payment Authority.....	12
	Exit Management.....	13
5.	General Instruction to Bidders.....	13
	Definitions	13
	General Eligibility	14
	Bidding Procedure:.....	14
	Preparation of Pre-qualification bid	14
	General business information.....	14
	Preparation of Technical Bid	14
	Preparation of Financial bid	15
	Pre-Bid Meeting and Clarifications	15
	Bidders Queries.....	15
	Pre-bid conference.....	15
	Responses to Pre-Bid Queries and Issue of Corrigendum	15
	Earnest Money Deposit (EMD).....	16
	Bid evaluation procedure.....	16
	Opening of Bids	16

Pre-qualification bid documentation	16
Technical bid documentation	16
Financial bid	17
Bid forms	17
Cost of Bidding	17
Amendment of bidding documents	17
Period of validity of bids	17
Submission of bids	17
Deadline for submission of bids.....	17
Financial Bid	17
6. Standard Procedure for Opening and Evaluation of bids	18
Outline of bid evaluation procedure.....	18
Opening of bids.....	18
Clarification of bids:	18
Preliminary Examination.....	18
Evaluation of Pre-qualification bids:.....	18
Technical bid documentation & Evaluation.....	19
Evaluation of Financial bids	19
Overall Bid Evaluation	20
Evaluation and Comparison of financial bids.....	20
Award criteria.....	20
Right to accept any bid and to reject any or all bids.....	20
Signing of Contract.....	21
Failure to Agree with the Terms and Conditions of the RFP.....	21
Contacting TSFDC	21
Corrupt, Fraudulent, and unethical practices.....	21
Performance Bank Guarantee (PBG)	21
Ownership.....	22
Warranty	23
Compliance with Applicable Law	24
Governing Law and Dispute Resolution.....	24
Confidentiality.....	25
Disqualification.....	25
Fraud and Corrupt Practices	26
7. Service Level Agreement (SLA)	27
Introduction	27

**Selection of Agency for Design, Execution, Operation & Maintenance of Virtual Safari & the Virtual Eco-Theme Park in
AR-VR Technology for TSFDC**

Purpose of this Agreement	27
Interpretation & General Instructions	27
8. Special Conditions of proposed Contract (SCC)	28
Other Terms and Conditions:.....	28
Delays in the Implementing Agencies' performance	29
Liquidated damages	29
Termination for Default	29
Termination for Insolvency	29
Termination for Convenience:	30
Use of Contract Documents and Information.....	30
Governing Language	30
Notices:	30
Indemnification	30
Taxes and duties.....	30
Annexure 1 - Bid Letter Form.....	31
Annexure 2 - Model Contract Form	32
Annexure 3 - Performance Bank Guarantee.....	33
Annexure 4 - Bank Guarantee for Earnest Money Deposit	35
Annexure 5 - Template for Pre-Bid Queries.....	36
Annexure 6 – CheckList.....	37
Pre-Qualification Bid Formats.....	38
Form PQ-1 - General Information of Bidder	38
Form PQ-2 - Technical Manpower Availability	39
Form PQ-3 - Declaration regarding clean track record.....	40
Technical Bid Formats.....	41
Form T-1 - Project Experience.....	41
Form T-2 - Technical Proposal.....	42
Financial Bid Formats.....	43
Form F-1 - Financial Proposal Submission Form.....	43
Form F-2 - Financial Bid Format.....	44

1. Invitation for Competitive Bidding

RFP Notice

TSFDC seeks proposals from the Agency to participate in the Competitive Bidding for Selection of Agency for Implementation of VIRTUAL SAFARI & the Virtual Eco-Theme Park in AR-VR Technology with education and awareness as primary objective. Interested competent bidders must submit their bids indicating that they are qualified to perform these services using AR VR technology.

Fact Sheet

The bidders who are interested in participating in the tender may please ask the contact person for the information or visit Senior Divisional Manager, TSFDC contact number 8008301609

S.No	Item	Description
1.	Project Title	Design, Execution, and Operation & Maintenance of Virtual Safari & the Virtual Eco-Theme Park in AR-VR Technology for TSFDC in Botanical Garden, Kondapur, KothagudaRF.
2.	Ref. No	TSFDC/AR-VR/NSP/2023-24/1604, Dated.20.09.2023.
3.	Method of Selection	The method of selection is QCBS – Quality cum Cost-Based Selection. The Contract will be awarded to the bidder with the highest Total Score.
4.	Availability of RFP Documents	https://tenders.telangana.gov.in
5.	Date of RFP Issuance	20.09.2023
6.	Tender Document Fee(Non-refundable and Not exempted)	Indian Rupees 10,000 (Indian Rupees Ten Thousand only) to be paid through DD in favor of VC&MD, TSFDC The scanned copy of the Tender Document fee (DD or online payment receipt) should be uploaded along with the proposal and the original should be submitted along with the hardcopy of the proposal within 3 days of online submission at TSFDC.
7.	Bid Security/Earnest Money Deposit (EMD) Refundable EMD	Indian Rupees 10 Lakhs (Indian Rupees Ten Lakhs only) by Bank Guarantee (BG as per format attached in Annexure-4) from a nationalized or scheduled bank in India in favor of VC&MD, TSFDC” The scanned copy of the BG should be uploaded along with the proposal and the original should be submitted along with the hardcopy of the proposal within 3 days of online submission at, TSFDC.
8.	Pre-Bid Conference time, date, & venue	<i>[Conference Hall, TSFDC, Telangana]</i> 16.10.2023
9.	Pre-Bid Queries or Clarifications Submission	As per the Annexure 5 – Template for Pre-Bid Queries through Email vcmd.tsdcl@gmail.com 18.10.023
10.	Last Date and time for Bid submission (On or before)	06.11.2023 @ 02:00 PM
11.	Date, and time for the opening of Pre-Qualification Bids	07.11.2023 @ 03:00 PM

Selection of Agency for Design, Execution, Operation & Maintenance of Virtual Safari & the Virtual Eco-Theme Park in AR-VR Technology for TSFDC

12.	Bid validity	The bid must remain valid up to 90 (Ninety) days from the actual date of submission of the Bid.
13.	Name and Address for Correspondence	Office of the VC&MD, TSFDC vcmd.tsfdcl@gmail.com Botanical Garden, Gate No.2, Kothaguda RF, Kondapur, Hyderabad.
14.	TSFDC Bank Details	A/c Name: Telangana State Forest Development Corporation Ltd A/c No: 084011100001422 Bank: Union Bank of India IFSC: UBIN0823791 Branch: Kothaguda

Other Important Information related to Bid

This section provides important deadlines and associated activities, such as Bid Security information, Contract Period, etc.,

S.No	Item	Description
1.	Bid Validity Period	90 days from the date of submission
2.	Method of Selection	As described in this document (RFP)
3.	Period for signing contract	Within 15 days from the date of issuance of confirmation letter.
4.	Implementation Period	As per the RFP
5.	Penalty for delay in implementation	Please refer penalty clause in RFP.
6.	Payment Terms & Conditions	Payments towards the operations and maintenance phase (post-deployment) will be done as per the payment schedule mentioned in the respective section of this RFP

2. Pre-Qualification Criteria

TSFDC invites Agencies desirous of bidding for the project and meeting the following Pre-qualification criteria (PQ):

#	Pre- Qualification Criteria	Description	Supporting Documents	Forms
1	Legal Entity	The Bidder should be registered under the Companies Act, 1956/2013 or as amended or State Societies Registration Act as applicable.	<ul style="list-style-type: none"> • Certificate of Registration • RoC certificate to be enclosed. • Copies of GST & Service Tax Registration certification • Copy of PAN Card 	FormPQ-1
2	Manpower Details to Execute the Project.	The bidder should have a Minimum (10) Nos technical manpower team.	The bidder should submit Self-Certification by the authorized signatory. The Bidder should furnish proof to support their claim.	FormPQ-2

Selection of Agency for Design, Execution, Operation & Maintenance of Virtual Safari & the Virtual Eco-Theme Park in AR-VR Technology for TSFDC

3	Non-Blacklisting /Clean Track Record Declaration	Bidder shall not be blacklisted and should also not be entangled in any legal disputes with anyGovt./PSU body, Ministry, or Agency for Non- Satisfactory work, performed, as on the date of bid submission.	Self-Declaration Certificate that the bidder is not blacklisted and is not in any legal disputes as on the bid calling date to be submitted in the bid duly signed by the authorized signatory on its letterhead.	FormPQ-3
---	--	---	---	----------

Important Note:

1. Consortium bidding is not permitted.
2. All the relevant Pre-Qualification (PQ) bid forms are to be submitted.
3. The bidder should submit all the required documents with clear visibility, avoid missing documents, and avoid bidding mistakes. In such cases, TSFDC reserves its right in seeking clarification from the bidder or may disqualify the bidder for the bidding mistakes, missing documents, and documents that are not clear with out any prior notice or prior intimation.
4. An undertaking from the bidder is required stating that they would facilitate the Tenderer on regular basis with the technology/product updates and extend support.
5. The Bidder shall have sufficient technical expertise, relevant experience, and requisite infrastructure to execute the project.
6. Bidder shall include among other things, objectives of the Bidder, the proposed management structure, contribution of each constituent, role, and responsibility of each constituent covering all aspects of the planning and successful execution of the work, the commitment of the constituents to the joint and several liabilities for due performance.
7. Deviation from this shall be treated as a termination of contract and shall attract the liability as specified in the Tender.

3. Introduction – Virtual Safari the virtual Eco Theme Park

Virtual Eco-Theme Park -TSFDC has land adjacent to the Botanical Garden, Kondapur, Hyderabad spanning over about 106 Acres of a natural eco-park, hence a remarkable Virtual Safari the Virtual Eco- Theme Park is proposed to experience in AR VR technology.

Project Scope:

The AR-VR experiences proposed in the Virtual Eco-Theme Park timings 10:00 AM to 11:00 PM on All days:

1) To Design, Execute, and Operate VR Tribal theme park: (fig-4)

The VR Tribal Theme Park is an ambitious Virtual Eco-Tourism project to educate the citizens on the lifestyle, art, culture, and crafts practiced by different tribal groups existing all over the world, which will portray the rich credentials of tribals living in the forest environment. The VR Tribal theme park is an enthralling experience going through the forest, watching a series of 15-20 minutes episodes to be created and changed at least once in four months to avoid repetitive content in virtual reality and the audience will have a real-time experience of tribal life by walking in the forest wearing a VR headset with exciting storyboard audio effects where interactive live characters showcase evolution of tribal arts, craft, culture, tribal medicine, cuisines and performance of folk dances, fights in most realistic experience. It would be a unique opportunity to see and appreciate the richness of all kinds of forest tribal arts, culture and lifestyles evolved from the stone era, and watching them in a series makes the visitors come again and again to get the latest editions on education about tribals.

2) To Design, Execute, and Operate AR day Safari: (fig-3)

The AR Day Safari is the first of its kind Day safari that allows visitors to experience wild animals in a natural habitat. Designed to be experienced at day watching a 15 to 20 minutes content played in AR glasses while moving on a 12-seater safari vehicle in a defined path laid in the forest. Experiencing a safari adventure is the dream of many people at least once in their lifetime. Unfortunately, not all can do this. But a new Augmented Reality technology is making this possible. Wildlife lovers can now be able to watch wild animals on other continents without necessarily leaving the spot. Virtual Safari lets one feel like we're right there is a real forest having the experience of a real safari, no matter whichever may be the kind of forest and wild animal habitat. The "Virtual Eco-Theme Park" project is really to get to know, get to love these wild animals once again, to feel close to them, sometimes you have to go to Africa or to travel and see them in other countries. And for us, we want to use new technologies to be teleported among animals. The project gives visitors a vivid, front-row view of wildlife in the most remote and exotic places, transporting them there via a combination of Augmented Reality and Ambisonics audio-visual technologies. What we want to do with this attraction is fill our visitors with wonder to raise their awareness as much as possible of the urgency and the necessity to preserve wildlife.

3) To Design, Execute, and Operate AR Night Safari: (fig-2)

The AR Night Safari is the first of its kind night safari that allows visitors to experience nocturnal animals in a natural habitat. Designed to be experienced at night by watching 15 to 20 minutes content played in AR glasses while moving on a electric powered vehicle of about 12 seater in a defined path laid in the forest, the AR Night Safari is radically different from the typical zoo and nocturnal house.

This AR Night Safari is an adventure ride, which allows exploring the unexplored trails and untouched natural horizons. Get to meet the various nocturnal inhabitants of the AR Night Safari and see the majestic animals in AR headsets. On top of the excitement of a safari experience, the advantage of night safaris is that tourists get a unique chance to see nocturnal animals when they're at their most active. A visit to the AR Night Safari is a journey into the wilderness. Designed to be explored on a 20-minute AR ride to be changed every 4 months, visitors will be taken through an interactive AR Forest Ride. Through engaging and exciting live commentary, visitors will get a deeper understanding of the habitats of our nocturnal friends and hopefully, an appreciation for wildlife conservation. Users can enter a whole new world where everything looks magical, exciting, and as real as it could get. Augmented Reality Involves animal lovers to experience the AR safari most excitingly. The safari route has been designed to enable visitors to interact with animals, reptiles, and birds in immersive surroundings. An additional key feature is the landscaping that soothes the senses of all. Even the landscaping Design is in tandem with the original habitat of the animals and birds.

4) Virtual Safari (VR 360° Indoor Theatre) (fig-1)

To design, execute and operate a 20-seat capacity of three number VR Theatres giving the audience 360° VR experiences with 15-20 minutes of content played in a VR headset to be changed at every 4 months, and media streaming to be played through media server at the choice of selection of content by the audience in individual headsets. The VR chair is to be designed with 360° rotational movements per the scenes played in the content. The VR headset and chair are to be simulated individually as per the selection of the content. The 360° VR content should be made with 360° cameras with 4k / 8k quality output and the content to be made on capturing the secrets of earth's amazing real-life animals and nature designed to allow safari- goers and animal enthusiasts to see wildlife in a completely new way, with wildlife from around the world, with new encounters added regularly.

5) Subject to the availability of the technology the following features may be added during implementation of the project with due approval of the TSFDC:

- **To Design Execute and operate VR Health and Fitness: (fig-5,6,7,8,9)**
- **To Design Execute and operate VR Adventure attractions: (fig-10,11,12,13,14)**
- **To Design Execute and operate AR Cycling: (fig-15)**
- **To Design Execute and operate VR Space Walk and Space Tour: (fig-16, 17, 18, 19)**
- **To Design Execute and operate Holonet Projections: (fig- 20, 21)**
- **To Design Execute and operate AR Zoo: (fig- 22)**

Project Details:

The TSFDC with the guidance from IT department reviewed the project components under the emerging technologies related to Augmented and Virtual Reality. As part of the implementation of Emerging Technologies in the proposed site located at Kondapur, Hyderabad, the TSFDC has decided to identify Agency to implement a Virtual Eco-Theme Park.

Hence, the TSFDC wants to partner with an Agency to design execute and operate Virtual Eco-Theme parks on revenue sharing model.

Scope of Work

The bidder is supposed to propose to design, execute and operate an innovative Virtual Eco-Theme Park comprising of VR tribal theme park, AR Day and night safari, VR indoor theatre and others as mentioned above in Point No.3(5) with its investments and propose a revenue model on a revenue share basis.

4. Contract Terms & Conditions

Signing of Contract

- The contract agreement shall be signed by the successful bidder, and TSFDC.

Contract Period –Engagement Timelines

1. The successful bidder has to commence operations on the proposed AR VR experiences within (8) weeks after signing of the agreement and has to operate for a minimum of 5 years and expandable on mutual consent.

Roles and Responsibilities of the Partners

TSFDC

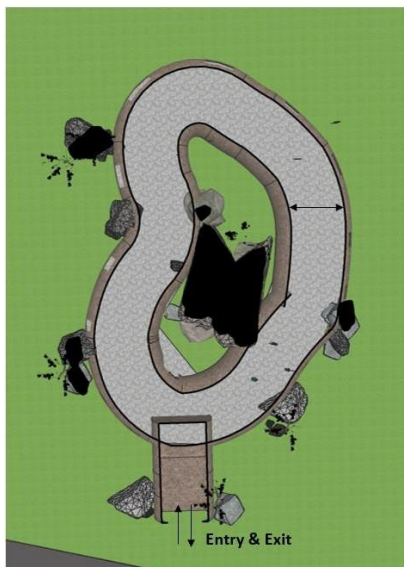
1. To develop Entrance Arch, Exit gate, and service gates.
2. To develop ticket counter accommodating workstations, electronic entry-exit flip gates and deployment of staff.
3. To provide a public toilet block facility.
4. To lay and maintain pathways for safari vehicle routes with local materials.
5. To provide chain link mesh to demarcate vehicular zone, public amenity zone and AR VR experience zone.
6. To maintain the public amenity zone area.

7. To provide Electricity, however electricity charges shall be paid by the IA (Implementing Agency) on payment basis.
8. To provide External lighting around all parking & Public Amenities areas.
9. To provide AR vehicle Alightment point.
10. To provide a total of about 50 seating facility for VR indoor theatres with A/C (in the existing structure). However Ac maintenance will be born by the IA.
11. The existing parking area will be provided for the vehicles of the visitors.
12. Make arrangements for ticketing, collection of entry fee.
13. Ticket rates will be finalised by TSFDC in consultation with the IA.
14. The revenue from parking, food courts and others is exclusive domain of TSFDC.

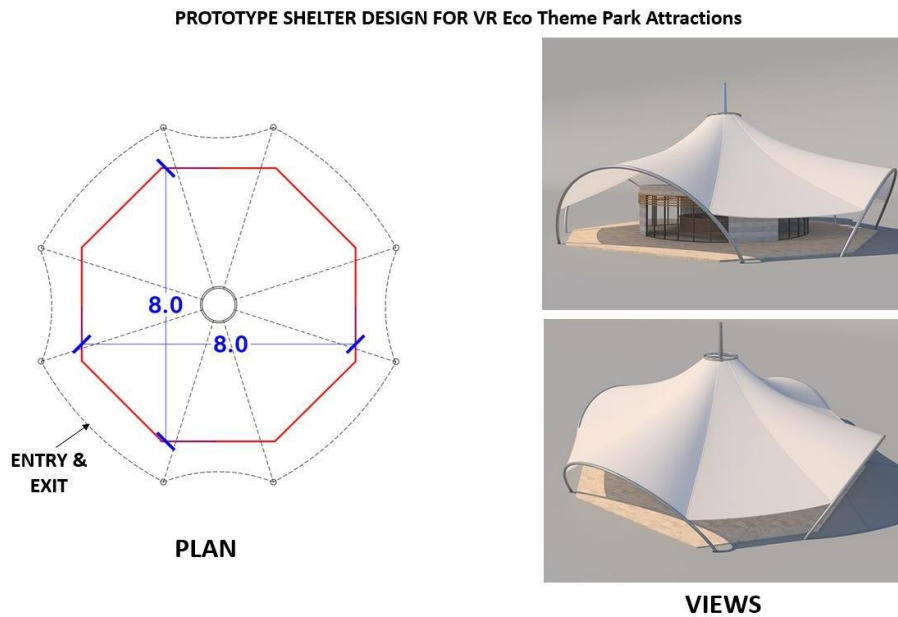
Bidders Roles and Responsibilities

1. Submit a detailed project implementation plan, specifications of hardware & software, performance metrics, Revenue sharing model etc. as required and to ensure a planned deployment as per RFP.
2. To ensure Quality Assurance of experiences proposed under VR & AR technology as given in POC and RFP.
3. Preparation of periodical reports/presentations to TSFDC (monthly)
4. Preparation of annual project report and submitting to the TSFDC
5. The bidder shall rectify and/or take necessary action to overcome any Non-conformities/observations concerning their work as reported by the department as promptly as possible and at no additional cost to the department if such rectification/action is required to be undertaken during the contract period (that is, till the end of the O&M phase).
6. Operation and maintenance as committed in the bid for the day-to-day running of the project.
7. For Attractions like Tribal Theme Park and others the Bidder has to develop structure based on the plan attached below for walkthrough experience. Prototype structure is attached below, Bidders can adopt for better design. (Entire Structure has to be air conditioned).
8. For additional concepts to be developed not more than two eco friendly structures will be allowed to be erected by IA (Implementing Agency) for incorporating other themes, further structures if any required due to demand from visitors, will be allowed based on permission from TSFDC. The dimensions of the structures shall be as per the following diagrams/Images.

Air conditioned Tented structure for Tribal Theme Park and VR Aquarium (Area- 420 sqmts)



9. To Develop their own structures based on their activities which are Eco friendly for all the VR Attractions, Well Ventilated with Air conditioned. The prototype Structure for the attractions is given below which they can adopt or Bidders can adopt better design based on their activity requirement.



10. The marketing and publicity of the project is responsibility of the IA.

11. The following equipment is to be made available for the smooth running of the project and deployment shall be made with the concurrence of TSFDC. At least five sets should be available in spare in addition to the full capacity deployment. The specifications mentioned below are basic minimum and bidders may propose better.

- AR Glasses for outdoor Safari.

Specifications of AR Glasses:

Microsoft HoloLens or Any AR Headset Equivalent to HoloLens which has positional tracking and work outdoors in day and night time.

- **For AR:** Mobile Phones of Snapdragon 855 chipset or more for seamless experience and has long battery life.
- VR Headsets and Chairs for indoor Theatre (Virtual Safari)
VR Headset for Indoor Theatre: Any Stand-Alone Headset (Oculus Quest,Pico or equivalent)

Specifications of VR Chairs: VR Chair includes:

- Ergonomic seat
- VR Base
- VR Head Tracker
- VR Emergency Button
- Pneumatic Yaw Pitch & Roll System

Features:

- Auto-turns to wherever you look.
- Feel the experience with integrated rumble packs (Vibration/haptics)
- Bring wheels, joysticks or keyboards into your 360-degree journey.
- Walk (whilst comfortably seated) using the VR Touch pedals.

- Integrated Cable Magazines ensure you don't get tangled up whilst turning around.
- Motion sickness is resolved (for most people) – because you are turning in the real world.

Experience the best VR can be with the VR chair

- **For VR Attractions:** Any VR Headset based on the activity. (Stand Alone Headsets are preferable).
- Safari Vehicles (about 12-seater capacity) Maximum number of buses permitted are 9Nos.
 - Specifications:**
 - Buses with electric power
 - Outside focus lights for buses shall be solar operated (During night safari)
 - Required servers, Storage devices, Software licenses, Computers, Networking and UPS, Power backup etc.,
 - Running and maintenance charges of all the above including manpower.
 - The hygiene and safety of the equipment's shall be responsibility of the IA
- 11. The new Content should be developed at least every 4 (Four) months in VR and AR Attractions with education and awareness as primary objective in consultation with TSFDC. No content which is objectionable (Based on TSFDCs observation) should be displayed and prior verification of copy rights content to be verified by IA (Implementing Agency). The content lock in period will be six months and within that period it should not be use for display elsewhere.
- 12. IA (Implementing Agency) will be completely responsible for legal issues arising out of IPR and any other legal matters with regards to concept, content and technology including softwares being used for AR & VR.
- 13. All other support regarding hardware and software for smooth and seamless running of the project must be provided including marketing and ticketing.
- 14. Security and Safety of all equipments in the facility is the responsibility of IA (Implementing Agency).
- 15. Insurance cost shall be borne by the IA.
- 16. Follow the Covid-19 guidelines during Operation & Maintenance of the project.
- 17. All immovable assets created during the agreement period will be the property of TSFDC and will be retained by TSFDC after the conclusion of agreement period or after termination of agreement due to any reasons.
- 18. The facility handed over by TSFDC for execution of this project will be handed over by IA (Implementing Agency) in the original condition, failing which equivalent financial recovery will be made from the security deposits, deposited by the IA (Implementing Agency) during the bid process.

Monitoring of the Project:

TSFDC shall be Monitoring the project from time to time

Payment Terms

The payment shall be made as per the revenue share model in the agreement.

Payment Authority

TSFDC will make payments on monthly basis.

Exit Management

Near to the completion of the project/expiry of the contract, the Successful Bidder may plan for an exhaustive Knowledge Transfer exercise on the expiry of the engagement of the contract. Further, since the solution is being procured on a POC model, the successful bidder will retain ownership of the concept and IA rights on the technology and content production.

Any disputes on the technology & content shall be the complete responsibility of bidder. The TSFDC shall not be responsible for any issues related to intellectual property rights / Copy rights.

5. General Instruction to Bidders

Name of the Client/User Department	TSFDC
Name of the Consultant/Tendering Agency:	TSFDC

6. Definitions

In this context, the following terms shall be interpreted as indicated. Terms defined in the general instructions to bidders' section shall have the same meaning.

- Bidder/Implementing Agency/ Solution Provider means any System Integrator offering the solution(s), service(s), and/or materials required in the tender call.
- Client means the TSFDC with which the selected Bidder signs the Contract for the Services.
- Contract means the agreement entered into between the TSFDC and the selected bidder, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- Contract price means the price payable to the successful bidder under the contract for the full and proper performance of its contractual obligations.
- Day means calendar day.
- A financial bid means that part of the offer, provides a price schedule, revenue sharing model, total project costs, etc.
- GCC means the general conditions of the contract contained in this section.
- Goods and services mean the solution(s), service(s), materials, or a combination of them in the context of the tender call and specifications.
- Government means the Government of Telangana.
- Incidental services mean those services ancillary to the supply of the goods and services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the selected bidder covered under the contract.
- Instructions to Bidders means the document which provides Bidders with all information needed to prepare their Proposals.
- LOI (Section 1 of the RFP) means the Letter of Invitation is sent by the Client to the Bidders.
- Personnel means professionals and support staff provided by the Bidder and assigned to perform the Services or any part thereof.
- Pre-qualification and Technical bid mean that part of the offer, that provides information to facilitate assessment, by TSFDC, professionals, the technical and financial standing of the bidder, conformity to specifications, etc.
- The project site, where applicable, means the place(s) where goods/services are to be made available to the user.
- Purchaser/ User means the ultimate recipient of goods and services- TSFDC.
- RFP means the Request For Proposal to be prepared by the Client for the selection of Bidders
- SCC means the special conditions of the contract if any.
- Services mean the work to be performed by the Bidder according to the Contract.
- Specification means the functional and technical specifications or statement of work.

- A tender call or invitation for bids means the detailed notification seeking a set of solution(s), service(s), materials, or any combination of them.
- Terms of Reference (ToR) means the document included in the RFP as Section 3 which explains the objectives, scope of work, activities, and tasks to be performed, and in Section 4 respective responsibilities of the Client and the Bidder and expected results and deliverables of the assignment.
- A three-part bid means the pre-qualification bid, technical and financial bids put in separate covers are evaluated separately and their evaluation is sequential.
- The word goods when used singly shall mean the hardware, firmware component of the goods and services.
- The word manufacture when used in the context of services shall mean “performance” and in the case of solution(s) shall mean “worked out”, “developed” or “executed” depending on context.

General Eligibility

This invitation is an e-tender

Bidding Procedure:

- The Bidder is expected to respond to the requirements as completely and in as much relevant detail as possible and focus on demonstrating Bidder’s suitability to become the implementation partner.
- The Bidders are expected to examine all instructions, forms, terms, project requirements, and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.
- Offers should be made in three parts namely, “Pre-qualification bid”, “Technical Bid” and “Financial Bid” and in the format given in the bid document.
- No costs/amounts will be paid to the bidder for filing the bid including developing the POC (Proof of Concept).
- All correspondence should be with the TSFDC contact person.

Preparation of Pre-qualification bid:

It shall include the following information about the firm and/or its proposal.

- Bid Letter Form
- General Information of bidder along with Address & Contact Person Details - Form PQ-1
- Manpower Details to Execute the Project - Form PQ-2
- Declaration Regarding Clean Track Record - Form PQ-3
- PAN card and GST, certificates
- Any other Proof documents as mentioned in the Pre-qualification criteria

General business information:

The bidder shall furnish general business information to facilitate the assessment of its professional, technical and financial capacity and reputation.

Preparation of Technical Bid

The participating Bidder is to submit a detailed Technical Proposal on the following:

1. Project Scope
2. Proof of Concept (POC) for deployment

3. Project Plan, Approach & Methodology (across all stages viz. fabrication, training, deployment, O&M, impact assessment, exit management, etc.)
4. Details of Product/Services/Solution
 - a. Features and Operational Details
 - b. Envisaged Impact/Benefits/Outcomes of the project
 - c. Adherence to domestic or international best practices/processes
 - d. Results of past pilots and deployments of the same solution (Details to be also provided as Form T-1)
 - e. Adoption of existing best AR & VR practices
 - f. Certifications (if any) of the process, product, technology
 - g. Periodical new content development commitment for AR & VR experience.
 - h. Other information if any
5. Experience
 - a. Summary
 - b. Form T-1

Preparation of Financial bid:

The financial bid to be in prescribed Form F1 and form F2 and the same shall be provided assuming revenue share Model. The bidder shall provide the detailed cost calculation based on which the financial bid is quoted.

Pre-Bid Meeting and Clarifications

The bidders are requested to submit their queries through mail to the mentioned mail ids.

Bidders Queries

- a. Any clarification regarding the RFP document and any other item related to this project can be submitted to TSFDC as per the submission mode and timelines mentioned in this document. The pre-bid queries must be submitted in excel sheet format given in Annexure-5, along with the name and details of the organisation submitting the queries.
- b. TSFDC shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by TSFDC. Further TSFDC will reserve the right to issue clarifications.

Pre-bid conference

- a. TSFDC shall hold a pre-bid conference/meeting with the prospective bidders on 16.10.2023, at TSFDC, Hyderabad

Responses to Pre-Bid Queries and Issue of Corrigendum

- a. TSFDC will organize a pre-bid meeting as per the fact sheet and will respond to the request for clarification. TSFDC will formally respond to the pre-bid queries after the pre-bid meeting. No clarification will be entertained after the pre-bid clarification date. Bidders are advised to clear all their assumptions either in form of a submitted query or during the pre-bid meeting. Conditional responses based on assumptions and not discussed as part of the pre-bid clarifications, may not be accepted by TSFDC. TSFDC reserves the right to summarily reject such bids submitted as part of this process.
- b. TSFDC will endeavor to provide timely responses to all queries. However, TSFDC makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does TSFDC undertake to answer all the queries that have been posed by the Bidders.
- c. Any modifications of the Bidding Documents, which may become necessary as a result of the Pre-Bid meeting, shall be made by TSFDC exclusively through a Corrigendum. Any such

Corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment, the bid submission date may be extended at the discretion of TSFDC.

- d. Any corrigendum/notification issued by TSFDC, after the issue of RFP, shall only be available/hosted on the website URL mentioned in the fact sheet.

Earnest Money Deposit (EMD)

- a. Bidders shall submit, along with their Bids, Bid Security (EMD) as per the details mentioned in the fact sheet. Bid security in any other form will not be entertained.
- b. The bid security of all unsuccessful Bidders would be refunded without interest by TSFDC after successful completion of technical evaluation. The bid security (EMD), for the amount mentioned in the fact sheet, of Bidders would be returned without interest upon submission of the Performance Bank Guarantee by the Bidders. The cost related to and the extension thereof of the Performance Bank Guarantee will be borne by the Bidder.
- c. In case a bid is submitted without the bid security then TSFDC reserves the right to reject the bid without providing an opportunity for any further correspondence to the Bidder concerned.
- d. The EMD may be forfeited:
 - I. If a Bidder withdraws its bid during the period of bid validity.
 - II. In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with this RFP. If the successful Bidder fails to provide the Performance Bank Guarantee as required at the time of signing of the Agreement.
 - III. In case TSFDC decides to reject the bid as the Bidder is found to be involved in 'corrupt or fraudulent practice' as defined in RFP
 - IV. In case TSFDC decides to reject the bid as the Bidder makes false or misleading claims in the bid as defined in RFP
 - V. In case of a successful Bidder, if the Bidder fails to accept the work order at the quoted rate.
 - VI. EMD submitted by the Bidder should be valid for 180 days from the date of submission of the proposal

Bid evaluation procedure

Bids would be evaluated for the entire scope of work. Technical bid documentation should be in the prescribed format.

Opening of Bids

After the closing date & time, the TSFDC opens the pre-qualification bid' and list them for further evaluation. The Technical bids of only those bidders who qualify in the pre-qualification bid will be opened. After the evaluation of technical bids, the financial bids of only those bidders who qualify in technical evaluation will be opened.

Pre-qualification bid documentation

The Pre-qualification bid documentation shall be evaluated in two sub-steps. Firstly, the documentation furnished by the bidder shall be examined as per the criteria. In the second step, TSFDC/Tender evaluation Committee may visit the bidder's site and/or arrange discussions with their professional and technical faculties to verify claims made in Pre-qualification bid documentation. The decision of the Tender Evaluation Committee shall be final in this regard.

Technical bid documentation

Technical bid documentation shall be evaluated as per the technical bid criteria for project scope to experience. The Committee will call the bidders who have qualified as per the technical bid criteria, for demonstration of POC (Proof of Concept) with solution. The decision of the Evaluation Committee shall be final in this regard.

Financial bid

The financial bid of bidders only will be opened who qualified at technical stage with minimum 70 marks score. The final selection of a firm to execute the project shall be made based on conformity to technical requirements, appropriateness of the services offered, the capability of the bidder to execute and service the project, and appropriateness of the financial offer from the point of view of cost- effectiveness over the entire contract period for the product/services. The decision of the Evaluation Committee shall be final in this regard.

Bid forms

- Wherever a specific form is prescribed in the bid document, the bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.
- For all other cases, the bidder shall design a form to provide the required information.

Cost of Bidding

- The bidder shall bear all costs associated with the preparation and submission of its bid including the cost of preparation of POC, and TSFDC will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

Amendment of bidding documents

- At any time before the deadline for submission of bids, TSFDC, for any reason, whether at its initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment.
- All prospective bidders who have received the bidding documents will be notified of the amendment, and such modification will be binding on all bidders.
- To allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the TSFDC, at its discretion, may extend the deadline for the submission of bids.

Period of validity of bids

- Bids shall remain valid for the duration specified in the bid document, after the date of bid opening prescribed by TSFDC. A bid valid for a shorter period shall be rejected as non-responsive.

Submission of bids

- The bidders shall submit the bids (PQ, TQ & Financials) online.

Deadline for submission of bids

- As per the date and time specified in the tender call notice.

Financial Bid

- The bidder shall indicate the financials for five years for all components together in the prescribed formats.
- The bidder shall indicate revenue sharing between TSFDC & Bidder.

- Prices quoted by the bidder shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- Bid: Bid amount shall be quoted in percentage only.

6. Standard Procedure for Opening and Evaluation of bids

Outline of bid evaluation procedure:

1. The bid opening and evaluation process will be sequential. This means that bidder must qualify for a particular stage to be eligible for the next stage. After the closing time, the TSFDC contact person shall open the Pre-qualification bids.
2. The first technical evaluation will be done followed by a financial evaluation of only those bids, which have qualified for technical evaluation.
3. Any participating Implementing Agency may depute a representative to witness these processes.

Opening of bids

Bids will be opened after the closing time of the receipt of tenders. The process of bid opening and evaluation process will be as detailed in this document.

Clarification of bids:

During the evaluation of the bids, the evaluation committee may, at its discretion, ask the bidder for clarification of its bid.

Preliminary Examination:

1. Preliminary scrutiny will be made to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
2. TSFDC may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
3. Before the detailed evaluation, TSFDC will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid conforms to all the terms and conditions of the bidding documents without material deviations.
4. If a bid is not substantially responsive, it will be rejected by the TSFDC and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

Evaluation of Pre-qualification bids:

Pre-qualification bid documentation shall be evaluated in two sub-steps.

1. Firstly, the documentation furnished by the bidder will be examined prima facie to see if the technical skill base and financial capacity, and other bidder attributes claimed therein are consistent with the needs of this project as mentioned in the RFP
2. In the second step, TSFDC may ask bidder(s) for additional information, visit the bidder's site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.

Technical bid documentation & Evaluation:

1. Bidders who meet the pre-qualification/eligibility requirements as of the date of bid submission would be considered qualified to move to the next stage of technical evaluation.
2. The evaluation committee shall evaluate the Technical Proposals based on their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet. The Selection approach is QCBS (Quality-Cost based System) with 70% point for technical criteria points and 30% weightage for financial evaluation points.
3. Evaluators of Technical Proposals shall include the specification details of technology in AR & VR and equipment to be placed at the facility.
4. Technical bid documentation shall be evaluated in two sub-steps.
5. Firstly, the documentation furnished by the bidder will be examined prima facie to see if the offer made, technical skill base and financial capacity, and other bidder attributes claimed therein are consistent with the needs of this project.
6. In the second step, TSFDC may ask bidder(s) for additional information visit the bidder's site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.
7. As part of the technical bid, the bidders who qualify the pre-qualification criteria would be invited for giving a technical presentation and POC (proof of concept), which would be evaluated by the Committee.

The bidders must be judged by certain technical parameters, as per the weightage given.

Technical Evaluation Criteria:

#	Criteria	Points
1.	Relevance and Value Proposition of the Solution <ul style="list-style-type: none"> • Envisaged Impact/Benefits/Outcomes of the Virtual Eco-Theme Park • Adherence to domestic or international best practices/processes with referenceto specification. • Project Implementation Plan, and suitability 	30
2.	Relevant Experience in the following: <ul style="list-style-type: none"> • AR VR real applications in any field • Deploying technology solutions in Recreational Projects 	10
3	Presentation of Solution – POC Hardware – Chairs, Headsets, AR Sets (20 Marks) Software – Related softwares and licenses (20 Marks) Contents – Clarity and presentation (20 marks)	60
Total		100

Note: Bidder must score a minimum of 70% marks to qualify in the Technical Stage.

Evaluation of Financial bids

Financial bids of those bidders who qualify all phases of the pre-qualification and technical bid evaluation including technical presentations and corresponding to chosen technical bid choices will only be opened. All other financial bids will be ignored. TSFDC will assess the nature of financial offers and may pursue any or all of the options mentioned under the financial bid.

Overall Bid Evaluation

- I. The Bid evaluation shall be undertaken by the Evaluation Committee comprising of officials from the IT Dept. and TSFDC.
- II. A three-stage procedure will be adopted for the evaluation of proposals, with the pre-qualification, technical, and thereafter financial proposals being opened and compared.
- III. The Committee will evaluate the bids of the bidders to determine whether the bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified. The Bidders shall be asked to give a technical presentation by the Committee on the approach methodology to implement the project as per the scope of work.
- IV. The Evaluation Committee will assign points to the bidders based on the technical evaluation criterion mentioned & approved by the committee.
- V. The bidders have to score a minimum of 70 marks in technical evaluation to be considered for a financial bid opening. The bidders who score less than 70 marks shall be summarily rejected at TQ Stage and no reasoning whatsoever will be provided.
- VI. The financial bids for the technically qualified bidders will then be opened and reviewed to determine whether the financial bids are substantially responsive.
- VII. Financial Evaluation Criteria

The Highest evaluated Financial Proposal (F) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals (Fm) will be computed as follows:

$$Sf = 100 \times Fm / F$$

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated as follows:

$$T = 0.70, \text{ and } P = 0.30$$

$S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

- VIII. The ranking of bidders shall be decided based on the total score.
- IX. Conditional bids are liable to be rejected. Any attempt by a bidder to influence it's the bid evaluation process may result in the rejection of the bidder's bid.

Evaluation and Comparison of financial bids

Evaluation of financial bids will exclude and not take into account any offer not asked for or not relevant to the present requirements of the user.

Award criteria

The proposals will be ranked in terms of the combined technical and financial score obtained from Highest to Lowest. The bidder with the highest score for the scope of services may be considered for the award of a contract by the Committee. The successful bidder shall enter into a Contract Agreement with User Dept. within the stipulated time as mentioned in the RFP.

Right to accept any bid and to reject any or all bids

TSFDC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time before the award of the contract, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder of the grounds for such decision.

Signing of Contract

- Based on the approval of the Evaluation Committee, TSFDC notifies the successful bidder that its bid has been accepted, and will send the successful bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- On receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the TSFDC
- The contract agreement shall be signed by the TSFDC and the Agency

Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event TSFDC, may award the contract to the next best value Bidder or call for new proposals from the interested Bidders.

Contacting TSFDC

- Bidder shall not approach TSFDC officers outside of office hours and/or outside TSFDC office premises, from the time of the tender call notice to the time the contract is awarded.
- Any effort by a bidder to influence TSFDC officers in the decisions on bid evaluation, bid comparison, or contract award may result in rejection of the bidder's offer and the bidder may also be marked as ineligible for future bids. If the bidder wishes to bring additional information to the notice of the TSFDC, it should do so in writing.

Corrupt, Fraudulent, and unethical practices

- "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the process of contract execution and
- "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to detriment of the TSFDC, and includes collusive practice among Bidders (before or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the TSFDC of the benefits of free and open competition:
- "Unethical practice" means any activity on the part of the bidder which tries to circumvent the tender process in any way. The unsolicited offering of discounts, reduction in financial bid amount, an upward revision of quality of goods, etc after the opening of financial bids will be treated as an unethical practice.
- TSFDC will reject a proposal for the award and also may debar the bidder for future tenders if it determines that the bidder has engaged in corrupt, fraudulent, or unethical practices in competing for, or in executing a contract.

Performance Bank Guarantee (PBG)

Within fifteen (15) working days from the date of issuance of confirmation orders (LoI), the successful Bidder shall at his own expense submit an unconditional and irrevocable Performance Bank Guarantee (PBG) to the Authority. The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Annexure 3, payable on demand, for the due performance and fulfilment of the contract by the bidder.

This Performance Bank Guarantee shall be for an amount of **Rs.20 Lakhs**. PBG shall be invoked by Authority, in the event the Bidder:

- a. Fails to meet the overall penalty condition as mentioned in RFP or any changes agreed upon between the parties,
- b. Fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of Authority,

c. Misrepresents facts/information submitted to Authority.

The performance bank guarantee shall be valid till satisfactory completion of Post Implementation Support. The performance bank guarantee may be discharged/returned by Authority upon being satisfied that there has been the due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

In the event of the Bidder being unable to service the contract for whatever reason(s), Authority shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Authority under the contract in the matter, the proceeds of the PBG shall be payable to Authority as compensation for any loss resulting from the bidder's failure to perform/comply with its obligations under the contract.

Authority shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default. Authority shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction, or misstatement.

In case the project is delayed beyond the project schedule as mentioned in RFP, the performance bank guarantee shall be accordingly extended by the Bidder till the completion of the scope of work as mentioned in the RFP.

This Performance Bank Guarantee shall be valid only up to the completion of the period of 'Go- Live' + 60 months for the Solution.

On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, a Contract Completion Certificate shall be issued and the PBG would be returned to the Bidder.

Ownership

i. The TSFDC shall own and have a right in perpetuity to use all newly created facility which have solely arisen out of or have been developed solely during the execution of this Agreement.

ii. The Implementing Agency shall be obliged to ensure that all approvals, registrations, licenses, permits, and rights which are, inter-alia, necessary for use of the Deliverables, applications, services, etc., except content development under this Agreement shall be acquired in the name of the TSFDC, before termination of this Agreement and which shall be assigned by the TSFDC to the Implementing Agency for the execution of any of its obligations under the terms of this Agreement. However, after the term of this Agreement, such approvals, etc. shall endure to the exclusive benefit of the TSFDC.

iii. Pre-existing work: All intellectual property rights existing before the Effective Date of this Agreement shall belong to the Party that owned such rights immediately before the Effective Date. Subject to the foregoing, the TSFDC will also have the right to use and copy all processes, specifications, reports, and other document drawings, manuals, and other documents provided by the Implementing Agency as part of the Scope of Works under this Agreement for this Agreement on the non-exclusive, non-transferable, perpetual, royalty-free license to use basis.

iv. Third Party Products: If license agreements are necessary or appropriate between the Implementing Agency and third parties for purposes of enabling/enforcing/implementing the provisions herein above, the Implementing Agency shall enter into such agreements at its own sole cost, expense, and risk.

v. Commercially-Off-The-Shelf Software (COTS): For all COTS products whose source code and IPR vest with the COTS owner, the licenses for such COTS shall be in the name of Implementing Agency shall retain exclusive and irrevocable intellectual property rights to the customised enhancements of the COTS/ application, forms, and the compilations of the Project in perpetuity and nothing herein shall or will be construed or deemed to grant to the TSFDC any right, title, license, sub-license, proprietary right or other claims against or interest in, to or under (whether by estoppels, by implication or otherwise) to the aforesaid rights.

vi. Ownership of documents: The TSFDC shall own all Documents provided by or originating from the TSFDC and all Documents produced by or from or for the Implementing Agency while performing the Services. Forthwith upon expiry or earlier termination of this Agreement and at any other time on demand by the TSFDC, the Implementing Agency shall deliver to the TSFDC all Documents provided by or originating from the TSFDC and all Documents produced by or from or for the Implementing Agency while performing the Services, unless otherwise directed in writing by the TSFDC at no additional cost. The Implementing Agency shall not, without the prior written consent of the TSFDC store, copy, distribute or retain any such Documents.

Warranty

i. General: The Implementing Agency represents, warrants, and covenants that: (a) the Implementing Agency is the lawful owner or licensee of the materials used in the performance of the Services and delivery of the Deliverables, (b) the bespoke development and such materials have been lawfully developed or acquired by the Implementation Partner, and (c) the Implementing Agency has the rights to the bespoke development and such materials, including the rights of access to and use of the bespoke development, which it grants under this Agreement, without the consent of any other person or entity. The Implementing Agency represents warrants and covenants that during the Warranty Period it will promptly provide the Purchaser with all maintenance modifications, enhancements, upgrades, updates, and related Documentation that the Implementing Agency makes available to any other person or entity.

ii. Warranty for Software

a) The Implementing Agency represents, warrants, and covenants that on the Acceptance Date and for the Warranty Period, the Software will be free of material programming errors and will operate and conform to the respective Software's Documentation including, inter alia, FRS and SRS and other manuals. The Implementing Agency also represents warrants and covenants that the medium on which the Software is contained when delivered to the Purchaser will be free from defects in material or workmanship and shall be free from any viruses, bugs, etc.

b) The Implementing Agency represents warrants and covenants that the technical documentation delivered to the Purchaser for the software will be sufficient to allow a reasonably knowledgeable information technology professional to maintain and support such Software. The Implementing Agency represents, warrants, and covenants that the user documentation for the software will accurately describe in terms understandable by a typical end-user the functions and features of the software and the procedures for exercising such functions and features.

iii. Warranty for Services – The Implementing Agency represents, warrants, and covenants that all services under this Agreement will be performed with promptness and diligence and will be executed in a workmanlike and professional manner, in accordance with the practices and high professional standards used in well-managed operations performing services like the services under this Agreement. The Implementing Agency represents, warrants, and covenants that it shall use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the services hereunder.

iv. The representations, warranties, and covenants provided by the Implementing Agency under this Agreement will not be affected by the Purchaser's modification of any portion of the software so long as the Implementing Agency can discharge its obligations despite such modifications or following their removal by the Purchaser.

v. If during the Warranty Period of any component mentioned above, any of the warranties are found breached, the Implementing Agency shall promptly (but in no event more than 7 days), in consultation and agreement with the Purchaser, and at the Implementation Partner's sole cost makegood such default, defect or deficiency as well as any damage to the Project caused by such default, defect or deficiency. Notwithstanding the foregoing, these are not the sole and exclusive remedies available to the Purchaser in case of breach of any warranty and are also not the sole and exclusive obligations of the Implementing Agency in case of breach of any warranty.

Compliance with Applicable Law

i. The Implementing Agency shall comply with the provision of all laws including labor laws, rules, regulations, and notifications issued there from time to time. All safety and labor laws enforced by statutory agencies and by the Purchaser shall be applicable in the performance of this Agreement and the Implementing Agency shall abide by these laws. The Implementing Agency shall take all measures necessary or proper to protect the personnel, work, and facilities and shall observe all reasonable safety rules and instructions. The Implementing Agency shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations. The Implementing Agency shall also adhere to all security requirements/regulations of the Purchaser during the execution of the work.

ii. Each Party to this Agreement accepts that its conduct shall (to the extent applicable to its business like the Implementing Agency as an information technology Implementing Agency) at all times comply with all laws, rules, and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules, and regulations which result in a change to the Services shall be dealt with in accordance with the Change Management and Control set approved by the buyer.

iii. During the tenure of this Agreement, the Implementing Agency shall comply with all Applicable Laws and shall obtain and maintain all statutory and other approvals required for the performance of the Services under this Agreement and nothing shall be done by the Implementing Agency in contravention of any Applicable Law or any amendment thereof and the Implementing Agency shall keep the Purchaser indemnified in this regard.

Governing Law and Dispute Resolution

i. This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules.

ii. Agency and the TSFDC shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a. The party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between TSFDC/Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them, and the agreed course of action documented within a further period of 15 days.

iii. In case any dispute between the Parties, is not settled by negotiation in the manner mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by

either party for arbitration within 20 days of the failure of negotiations. The arbitration shall be held in Hyderabad and conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

iv. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, and the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

v. The arbitrators shall hold their sittings at Hyderabad. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Hyderabad alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive, and binding upon the Parties, and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

Confidentiality

All the material/information sent to the Bidder shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. The employees of the IA and sub-contractors who would be deployed on the project would have to furnish a Non-Disclosure Agreement (NDA) as per RFP

Disqualification

The proposal is liable to be disqualified in the following cases or in case the 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 a non-conforming proposal.
- During the validity of the proposal, or its extended period, if any, the Bidder increases its quoted prices.
- The Bidder's proposal is conditional and has deviations from the terms and conditions of the RFP.
- The proposal is received in incomplete form.
- The proposal is received after the due date and time.
- The proposal is not accompanied by all the requisite documents.
- Information submitted in the bid proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly, or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point time during the bid process.
- In case any one party 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.

Fraud and Corrupt Practices

- The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, TSFDC shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, TSFDC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed with genuine pre-estimated compensation and damages payable to TSFDC for, inter alia, time, cost and effort of TSFDC, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- Without prejudice to the rights of TSFDC under Clause above and the rights and remedies which TSFDC may have under the Agreement, if a Bidder is found by TSFDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of contract or the execution of the Agreement, such Bidder shall not be eligible to participate in any bid process or RFP issued by TSFDC during 3 years from the date such Bidder is found by TSFDC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- For this section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of TSFDC who is or has been associated in any manner, directly or indirectly with the Selection Process or the Confirmation order (LoI) or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of TSFDC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Confirmation order (LoI) or after the execution of the Agreement, as the case maybe, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of TSFDC in relation to any matter concerning the Project;
 - “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, to influence the Selection Process;
 - “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by TSFDC to canvass lobby or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders to restrict or manipulate a full and fair competition in the Selection Process.

7. Service Level Agreement (SLA)

Introduction

The Service Level Agreement (SLA) is between TSFDC also referred to as the “Purchaser” and the Implementing Agency (IA).

Purpose of this Agreement

The purpose of the SLA is to define the levels of service to be provided by Implementing Agency to TSFDC, also referred to as the Purchaser for the duration of the Engagement or until this SLA has been amended.

The objectives of this SLA are to:

- Set out the service level goals that Purchaser aims to achieve and maintain
- Make explicit the expectations that the Purchaser has from the IA and define the service level goals that the IA would be required to adhere to throughout the Agreement
- Help Purchaser control the levels and performance of IA services. The IA will be required to bring to TSFDC’s notice any issues that have the potential to impact SLAs so that the required action can be taken to address the same.
- While the SLAs are imposed on the IA and the IA is expected to adhere to the same, there will be instances that a breach in the SLA takes place because of no fault of the IA. TSFDC may, in its sole discretion, in writing, relax any penalties imposed on the IA, given the IA submits a comprehensive RCA identifying the root cause while also establishing that it is not at fault.

Interpretation & General Instructions

- Severity/ Criticality of incidents and otherwise is classified as:

Severity/Criticality	Definition
High	<p>High Severity incidents are the ones that have a critical business impact. These incidents will have any of the following characteristics:</p> <ul style="list-style-type: none"> • The entire application is not available • Incorrect behavior (wrong calculations, work flows not functioning as desired for Critical Reports, etc.) • Security Incidents • Timely provision of new content in AR and VR as per RFP • Data Theft/loss/corruption • Severe impact on customer satisfaction/ TSFDC reputation– adverse media publicity • No work around to mitigate the disruption in service • Repeat calls (the same incident that has occurred earlier and reported more than 2 times) • Any incident that prevents 50% or more users from using the application • Any Incident/ SR escalated by TSFDC’s Project In-Charge or any authorized personnel by him as a High Priority

Medium	<p>Medium Severity incidents are the ones that have a significant business impact. These concerns need attention as quickly as possible but will not cause business processes to fail within one day. These incidents will have any of the following characteristics:</p> <ul style="list-style-type: none"> • Part of the Application is not available or not working as desired • Internal User escalations for the slow response of the implemented solution impact the efficiency of users
Low	<p>Low Severity incidents are the ones that have a minimal business impact. These incidents will have any of the following characteristics:</p> <ul style="list-style-type: none"> • No impact on the processing of normal business activities. • A low impact on the efficiency of users • Has a simple workaround • Enhancement requests like Cosmetic User Interface change, etc.

- High severity incidents the IA shall be finalized at the rate of Rs.5000/- per day, there in the 1st week in Rs.10000/- per day for second week.
- Medium severity incidents the IA shall be finalized at the rate of Rs.3000/- per day, there in the 1st week in Rs.6000/- per day for second week.
- Low severity incidents the IA shall be finalized at the rate of Rs.1000/- per day, there in the 1st week in Rs.2000/- per day for second week.
- Root Cause Analysis (RCA) to be prepared for all cases of the breach in SLAs and shared with TSFDC. For certain incidents, RCA may be carried out by TSFDC (or TSFDC appointed agency). If the severity is not rectified within the fortnight the TSFDC at may choose to terminate the service of the IA.

Consideration for Liquidated Damages (LD)

- LD will be capped and will be different for each category of services and will also depend on the impact of the breach. If the LD cap is breached, TSFDC will have the right to terminate the contract.
- The liquidated damages are capped to 10% of the value of the contract.
- Liquidated damages will be imposed only where the fault is solely attributable to the IA. There will be certain exceptions to the service levels like in case of change in key resources due to death, medical incapacity, etc., respective LDs will not be applicable.
- The purchaser reserves the right to review the SLA definitions, target levels, and liquidated damages on an annual basis, and in consultation with the IA and Third-Party Agencies (appointed by the purchaser).

8. Special Conditions of proposed Contract (SCC) Other Terms and Conditions:

1. The Implementing Agency (IA) shall comply with such directions as the user may issue from time to time for smooth working and in the furtherance of the overall objective.
2. The Implementing Agency (IA) shall be solely responsible for all acts of omission and commission occasioned by his personnel in carrying out the terms of the agreement.
3. The Implementing Agency (IA) or his personnel shall not use or cause to be used, the data or information provided to him or acquired by him during the process of providing services for any purpose, whatsoever, except for, which is required to perform the job as required in the agreement. Such data or information shall be surrendered to the Department at the expiry of the agreement.
4. In case the Implementing Agency (IA) is not able to rectify any of the problems, it shall be competent for the Department to get the same rectified by the manufacturer or any other

suitable agency and recover the entire amount incurred by the Department in the process, from the Implementing Agency (IA) by way of deduction from the quarterly charges payable to the Implementing Agency (IA).

Delays in the Implementing Agency (IA) performance

1. Delivery of the services shall be made by the IA per the service quality specified by TSFDC in the bid document.
2. Any delay by the IA in the performance of its obligations under the contract shall render the IA liable to the imposition of liquidated damages at a rate as indicated in the bid document.
3. If at any time during the performance of the Contract, the IA should encounter conditions impeding the timely performance of services, the IA shall promptly notify the TSFDC in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the IA's notice, TSFDC shall evaluate the situation and may at its discretion extend the IA's time for performance, with or without liquidated damages.

Liquidated damages

If the Bidder fails to perform any one or all the services within the period (s) specified in the Contract, the TSFDC shall, without prejudice to its other remedies under the Contract, deduct from the amount payable to the bidder as liquidated damages, a sum equivalent to, as per the terms indicated in the bid document, until actual delivery or performance, subject to the maximum limit. Once the maximum is reached, the TSFDC may consider termination of the contract.

Termination for Default:

1. TSFDC, without prejudice to any other remedy available for breach of Contract, may terminate the Agreement in whole or in part, by a 30 days' notice in writing to the Implementing Agency, for any one or all of the following. The Implementing Agency shall be paid for services rendered up to the effective date of termination.
2. If the Implementing Agency fails to maintain the systems to the minimum assurance quality as per the scope of the work, or
3. If the Implementing Agency fails to provide all or any of the Contracted services as per service standards specified in the Agreement, or
4. If the Implementing Agency fails to perform any other obligation(s) under the Agreement, or
5. If the Implementing Agency, in the judgment of the Dept., or TSFDC has engaged in corrupt, fraudulent, or unethical practices in competing for or in executing the Contract.
6. The TSFDC shall issue a notice explaining the nature of violations committed by the Implementing Agency and allow the Implementing Agency to represent his case, before termination of the agreement.
7. In the event TSFDC terminates the Agreement in whole or in part, TSFDC may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Implementing Agency shall be liable to pay to TSFDC for any excess costs incurred for procuring such similar services. However, the Implementing Agency shall continue the performance of the Agreement to the extent not terminated.

Termination for Insolvency:

If the Implementing Agency becomes bankrupt or otherwise insolvent, TSFDC., may at any time terminate the Contract by giving written notice of 30 days to the Implementing Agency. In this event, the termination will be without compensation to the Implementing Agency, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the TSFDC.,

Termination for Convenience:

1. TSFDC., may, by written notice to the Implementing Agency (IA), terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for its convenience and the extent to which performance of the Implementing Agency under the Contract is completed.
2. The Contract may be terminated by TSFDC in case of withdrawal of the Scheme by the Government of India or instructions of Gol to use the software developed or any other instructions issued by Gol/Government of Telangana from time to time.
3. In such an event, the TSFDC. may elect to pay to the Implementing Agency, a mutually agreed amount for partially completed services, within 30 days from the date of termination of the contract.

Use of Contract Documents and Information

1. The Implementing Agency or its employee shall not without prior written consent from TSFDC., disclose the Agreement or any provision thereof or any specification, plans, drawings, pattern, samples, or information furnished by or on behalf of TSFDC., to any party during the contract and thereafter. Disclosure of such information to its employee shall be made in confidence and shall extend only so far, as may be necessary for such performance.
2. The Implementing Agency shall not without the prior written consent of TSFDC., make use of any document or information made available for the project except for purposes of performing the contract and no more.
3. All project-related documents issued by TSFDC., other than the Agreement itself shall remain the property of TSFDC. and shall be returned (all copies) to TSFDC., on completion of the Implementing Agency's performance under the Agreement, if so required by the TSFDC.

Governing Language:

All correspondence and documents pertaining to the Agreement that are exchanged by the parties shall be written in English language only.

Notices:

1. Any notice given by one party to the other pursuant to this Agreement shall be sent to the other party in writing or by e-mail, Telegram, or facsimile and confirmed in writing to the other party's address.
2. Notice shall be effective from the date when it is delivered or tendered or affixed at a conspicuous place of normal working, whichever is earlier.

Indemnification:

TSFDC, will not indemnify for any loss or damages caused to the bidder or its staff in any form during their performance on the project.

Taxes and duties:

The bidder shall be entirely responsible for all taxes, duties, license fees, Octroi, road permits, etc. incurred until delivery of the contracted goods/services at the site of the user or as per the terms of the tender document if specifically mentioned.

In case of imposition of any new taxes or increase/decrease in tax structure by the Government then the same would be to the account of the User Department.

Annexure 1 - Bid Letter Form

(Registered name and address of the bidder.)

To:

The Managing Director

_____”

Sir,

Having examined the bidding documents, we the undersigned, offer to provide Design/execution/operate the works for the following project in response to your tender call dated

Project title:

We undertake to provide services/execute the above project or its part assigned to us in conformity with the said bidding documents for an amount as mentioned in the financial bid.

If our bid is accepted, we undertake to;

1. Provide services/execute the work according to the schedule specified in the bid document.
2. Agree to abide by the bid conditions, including pre-bid meeting minutes if any, which remain binding upon us during the entire bid validity period, and bid may be accepted any time before the expiration of that period.
3. We do hereby undertake that in the event of acceptance of our bid, the work shall be started at designated places within as per the timelines from the date of Award of Contract.
4. We enclose the complete Bid enclosing all documents/information as required in the tender document.
5. We agree to abide by our offer for 180 days from the date fixed for the opening of the tenders and that we shall remain bound by communication of acceptance within that time.
6. We have carefully read and understood the terms and conditions of a tender and the conditions of the Contract applicable to the tender and we do hereby undertake the project as per these terms and conditions. The deviations from the above Technical specifications, Services, and Terms & Conditions are only those mentioned in RFP.

We understand that you are not bound to accept the lowest or any bid you may receive, nor to give any reason for the rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Place:

Date:

Bidder's signature and seal

Annexure 2 - Model Contract Form

THIS AGREEMENT made the day of (year). (Hereinafter "TSFDC") of one part and (Name of Bidder) of (City and Country of Bidder) (hereinafter "the Bidder") of the other part:

WHEREAS the USER is desirous that certain solutions, services, and materials, as described in the bid document and briefly outlined below, should be provided by the Bidder.

Date of tender call: _____ Title of the project: _____

A brief outline of the work:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the bid document referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.

- a. Notification of award.
- b. clarification on bid document issued if any,
- c. Bid submitted by successful bidder
- d. pre-bid conference minutes if any,
- e. bid documents

In consideration of the payments to be made by the TSFDC to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the TSFDC to provide the goods and services (solution, service, and materials) and to remedy defects therein in conformity, in all respects, with the provisions of the contract.

The TSFDC hereby covenants to pay the Bidder in consideration of the provision of the goods and services and the remedying of defects therein, the contract price, or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

Brief particulars of the goods and services which shall be supplied/provided by the Bidder are given in Annexure.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year above written.

Signed, and delivered by the Bidder.

Bidder's common seal: Place

Date:

In the presence of:.....

Annexure 3 - Performance Bank Guarantee

Ref: _____

Date _____

Bank Guarantee No. _____

<Name>

<Designation>

<Address><Phone Nos.><Fax Nos.><Email id>

Whereas <<name of the supplier and address>> (hereinafter called “the System Integrator”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to TSFDC (hereinafter called “the Authority”)

And whereas it has been stipulated in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations per the contract.

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its offices at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Indian Rupees<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Indian Rupees<Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Implementing Agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Indian Rupees<Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>)

**Selection of Agency for Design, Execution, Operation & Maintenance of Virtual Safari & the Virtual Eco-Theme Park in
AR-VR Technology for TSFDC**

III. It is the condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Date			
Place	_____	Signature	

Witness_____		Printed name	

(Bank's common seal)

Annexure 4 - Bank Guarantee for Earnest Money Deposit

To,

<Name>

<Designation>

<Address><Phone Nos.><Fax Nos.><Email id>

Whereas <<Name of the bidder>> (hereinafter called the Implementing Agency (IA)) has submitted the bid for Submission of RFP <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to <<Authority>>.

Know all Men by these presents that we <<... >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Authority>> (hereinafter called "the Authority") is the sum of Indian Rupees <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Authority, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>.

The conditions of this obligation are:

1. If the Bidder has its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Authority during the period of validity of the bid
 - a) Withdraws his participation from the bid during the period of validity of the bid document; or
 - b) Fails or refuses to participate in the subsequent Tender process after having been shortlisted.

We undertake to pay to the Authority up to the above amount upon receipt of its first written demand, without the Authority having to substantiate its demand, provided that in its demand the Authority will note that the amount claimed by it is due to it owing to the occurrence of one or both two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Indian Rupees <<Amount in figures>> (Rupees <<Amount in words>> only)
- II. This Bank Guarantee shall be valid up to <<insert date>>)
- III. It is the condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

Annexure 5 - Template for Pre-Bid Queries

The bidder shall submit all pre-bid queries in excel in the following format.

S.No.	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification

Agency: _____

Name: _____

Contact Number: _____

Annexure 6 – Check List

(To be submitted with TQ bid)

Compliance/Agreed/Enclosed/ Deviation statement.

The following are the particulars of compliance/deviations from the requirements of the tender specifications. (For every item appropriate remark should be made like Complied, No deviation, Agreed, Enclosed)

#	Bid Document reference	Remarks
1.	FormPQ-1	
2.	FormPQ-2	
3.	FormPQ-3	
4.	FormT-1	
5.	FormT-2	
6.	Financial Bid Forms	
7.	SLAs & Penalties	
8.	General Instruction to bidders	
9.	Standard procedure for bid evaluation	
10.	The general condition of the proposed Contract (GCC)	
11.	Special Condition of proposed Contract (SCC)	

The specifications and conditions furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement.

Place: Bidder's signature

Date: Bidder's seal

Pre-Qualification Bid Formats

Form PQ-1 - General Information of Bidder

	Description	Supporting Documents with page nos.
	Name of the Company (the bidder)	
	Date of Incorporation(Registration Number & Registering Authority) PAN No. and GST inTelangana	ROC, PAN & GST.
	Legal Status of the Company in India & Nature of Business in India	Public Ltd Company/Private
	Address of the Registered Office in India	
	Date of Commencement of Business	
	Name & e-mail id, Mobile number of the Contact Person	Name: Mobile: Email:
	Web-Site	
	Certification details (if any) (valid documents to be submitted)	

Place:

Bidder's signature

Date:

and seal.

Selection of Agency for Design, Execution, Operation & Maintenance of Virtual Safari & the Virtual Eco-Theme Park in AR-VR Technology for TSFDC

Name of the Bidder:

Form PQ-2 - Technical Manpower Availability

#	Employee name	Designation	Skills & Professional Certification, if any	Proposed Area of expertise	Previous Exp.	Experience with Implementing Agency

Note: The Implementing Agency should submit Self-Certification by the authorized signatory.

Place:

Bidder's Signature

Date:

with Seal

Form PQ-3 - Declaration Regarding Clean Track Record

(To be submitted in PQ bid)

To,

The Managing Director,

Telangana State, India

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No.]. I hereby declare that my company has not been debarred/blacklisted/involved in any legal tangles/issues as on the Bid calling date by any Central or State Government/ Quasi Government Departments or Organizations in India for non-satisfactory past performance, corrupt, fraudulent, or any other unethical business practices. I further certify that I am a competent officer in my company to make this declaration.

Yours faithfully,

(Signature of the bidder) Name & Designation Seal

Date

Business Address:

Technical Bid Formats

Form T-1 - Project Experience

Name of the Bidder:

Assignment name:	Approx. value of the contract (in INR):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No.of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under thecontract (in INR):
Start date (month/year): Completiondate (month/year):	No of professional staff months provided by associatedConsultants:
Name of associated Consultants, if any:	Name of the senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Note:

1. Please submit supporting documents to support the claim and the certificates must be signed by the Senior Executive/ Deputy GM of the organization indicating his/her name, designation,and contact details such as Telephone Number, Fax number, email-id, etc.
2. Please attach a certificate from the client for the successful completion & implementation of the project.
3. POC Demonstration shall be within a week of opening of the technical bid.

Place: Bidder's signature
Date: with seal

Form T-2 - Technical Proposal

The Implementing Agency is to submit a detailed technical proposal on the following:

1. Project Scope as detailed in Section 3
2. Proof of Concept (POC) for deployment
3. Project Plan, Approach & Methodology (across all stages viz. Design, execution, O&M, impact assessment, exit management, etc.)
4. Specifications of Hardware and Software solutions for the project.
5. Details of Product/Services/Solution
 - a. Features and Operational Details
 - b. Envisaged Impact/Benefits/Outcomes of the Virtual Eco-Theme Park
 - c. Adherence to domestic or international best practices/processes
 - d. Results of past pilots and deployments of the same solution (Details to be also provided as Form T-1)
 - e. Adoption of existing best practices
 - f. Certifications (if any) of the process, product, technology
 - g. Other information may be necessary
6. Experience
 - a. Summary
 - b. Form T-1

Place:

Bidder's Signature

Date:

with Seal

Financial Bid Formats

Form F-1 - Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Bidder] Dear Sirs:

We, the undersigned, offer to provide the Services for [Insert title of Assignment] in accordance with your Request for Proposal dated [Insert Date], and our Technical Proposal.

Our Financial Proposal is attached.

We hereby confirm that the financial proposal is unconditional, and we acknowledge that any condition attached to the financial proposal shall result in the rejection of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to the expiration of the validity period of the Proposal.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988."

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Selection of Agency for Design, Execution, Operation & Maintenance of Virtual Safari & the Virtual Eco-Theme Park in AR-VR Technology for TSFDC

Form F-2 - Financial Bid Format

Name of the Bidder:

#	Item Description	Revenue model (for total 100%)		
		TSFDC share in % of Revenue collected from Virtual Safari & theVirtual Eco-Theme Park in AR-VR Technology	Partner share in % of Revenue collected from Virtual Safari & theVirtual Eco- Theme Park in AR-VR Technology	Total
	Design, Execution, and Operation & Maintenance of Virtual Safari & the Virtual Eco-Theme Park in AR-VR Technology for all (5) years	(% in Numbers) _____	(% in Numbers) _____	(100%)
		(% in words) _____	(% in words) _____	(Hundred Percent)

Note:

- I. All other tasks pertinent to the project even though may not have been mentioned in the bid document are assumed to have been included in the work.
- II. Deduction of taxes at source will be made as per applicable laws from the payments to be made to the bidder.
- III. Sale of tickets will be executed by staff of TSFDC
- IV. The amount collected by sale of tickets will be deposited in the account of TSFDC.
- V. The TSFDC shall pay the share of Implementing Agency amount before 10th of every month.
- VI. Ticket rates will be finalized by TSFDC in consultation with the IA. However, the price limit for AR show will be Rs.200/- per head per show and VR is Rs.100/- per head per show in the beginning year.
- VII. The revenue from parking, food courts and others is exclusive domain of TSFDC.

Date

Signature of Bidder