

Request for Proposal



For

**Selection Of Agency for
Setting up of Setting up and maintaining
Virtual Reality (VR)
&
Augmented Reality (AR) Experience Centre
At
Pimpri Chinchwad Science Park**

Pimpri Chinchwad Science Park and Planetarium

Near Auto Cluster, Chinchwad - 411019

E- mail: pcsciencecentre@gmail.com Website: www.pcsciencepark.org

Request for Proposal for Selection of Agency for Setting up VR & AR Experience Centre at PCSP.

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Request for Proposal

Request for Proposal for Selection of Agency for setting up and maintaining of Virtual Reality and Augmented Reality Experience Centre at Pimpri Chinchwad Science Park

RFP No: 03/2023-24

- 1) The Pimpri Chinchwad Science Park and Planetarium (PCSP) is spread over an area of 7 acres, consisting of science based galleries and about 4000 sqm built up area of the total science park, housing 3 permanent galleries, a temporary exhibition hall, an inflatable dome planetarium, a science demonstration area, activity corner, an auditorium, 3D science show facility, library cum conference hall and a workshop for maintenance and development of exhibits and other visitor facilities. In addition to all the facilities, approximately 2900 Sq.ft. space is available for cafeteria.
- 2) In reference to above, PCSP is looking for bids from reputed agency for **setting up and maintaining of Virtual Reality and Augmented Reality Experience Centre at Pimpri Chinchwad Science Park** for a period of 5 years extendable to 2 year based on the performance. Interested Applicants are requested to download the RFP document published on www.pcsciencepark.org from 27/03/2024. The last date for bid submission is 24 /04/2024 by 3 P.M.
- 3) The administrative, technical and commercial bids shall be submitted online up to the end date & time mentioned below.

S.no	Description	Tender Cost (INR)	EMD (INR)
1	Tender for setting up and maintaining of Virtual Reality and Augmented Reality Experience Centre at Pimpri Chinchwad Science Park	20000	5,00,000

- 4) Earnest Money Deposit (EMD) shall be paid online through payment gateway on or before due date and time prescribed. The details of bank account are as under
 - Bank of Baroda, Pimpri Branch • Account No.: 07230100009841 • IFSC Code: BARB0CHINCHThe vendors having standing deposit shall also have to pay full EMD amount through Bank Transfer.
- 5) PCSP shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority The Chairman, PCSP reserves the right to reject all or any of the Tender(s) without assigning any reason at any stage. Tenders shall note that any corrigendum issued regarding this tender notice will be published on the Science Park website www.pcsciencepark.org only.

Contact Person:

CEO,
Pimpri Chinchwad Science Park,
MIDC Area, near Auto Cluster,
behind D-Mart, Chinchwad,
Pune - 411019

Date: 27/03/2024

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1. Disclaimer

The information contained in this Request for Proposal document comprising of the “**RFP**” or “**Request for Proposal**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide the Bidders with information that may be useful to them in preparing and submitting their proposal pursuant to the Bidding Documents including this RFP (the “**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way by participating in this Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

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

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Successful Bidder or Service Provider, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

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2. Data Sheet

Tender No	03/2023-24 dated 11/03/2024
Tender document availability	Available on Website: www.pcsciencepark.org
Cost of Tender Document (Non-Refundable)	INR. 20,000 (Rupees Twenty Thousand only)
Online Sale of Tender	From 27/03/2024 to 16/04/2024 up to 3:00 PM
Online Bid Submission End date	24/04/2024 up to 3:00 PM
Date of Opening Technical Bid	26/04/2024 at 11:00 AM
Date of Opening of financial bids for technical qualified bidder	To be notified later.
Earnest Money Deposit (EMD)	INR 5,00,000 (Rupees Five Lakhs only)
Bid Method/ Submission of proposal	Submission of Sealed RFP Envelopes Technical Bid and Financial Bid Envelopes Separately at the Office of Pimpri Chinchwad Science Park, Chinchwad (either by registered post or in person within the due date)
Validity of proposal	180 days from due date of Submission of Proposal.
Selection of proposal	QCBS Quality cum Cost-Based Selection. The Contract will be awarded to the bidder with the highest Total Score.
Site Visit	Applicants are advised to submit their respective bids only after visiting the site i.e. Pimpri Chinchwad Science Park, MIDC Area, near Auto Cluster, behind D-Mart, Chinchwad, Pune - 411019
Performance Security	Successful Applicant (licensee) shall submit Performance Security (PS) equivalent to 5% of the Contract Value (Grand Total of BoQ) PS submitted in form of Bank Guarantee, in the name of “Pimpri Chinchwad Science Park”. PS should remain valid for a period of sixty days beyond the date of expiry of License period. PS to be submitted by the Applicant before signing of License agreement. PS will not bear any interest payable by the Authority/Licensor to the successful Applicant/licensee.
Science Park Bank Details	<ul style="list-style-type: none"> • Bank of Baroda, Pimpri Branch • Account No.: 07230100009841 • IFSC Code: BARBOCHINCH
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
Mobilization Period	The licensee shall be allowed 90 days of license fee free mobilization period. Mobilization period shall commence from the date of signing of License Agreement.
Contact Person	CEO, Pimpri Chinchwad Science Park, MIDC Area, near Auto Cluster, behind D-Mart, Chinchwad, Pune - 411019

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3. Background and Introduction

The city of Pimpri-Chinchwad with an estimated present population of about 25 lakhs is situated towards the northeast of Pune and is about 140 km from Mumbai. The Pimpri-Chinchwad city is managed and governed by Pimpri-Chinchwad Municipal Corporation (PCMC) which is responsible for planning and providing infrastructure services over an area of 181 sq.km.

In addition to various infrastructure facilities provided by PCMC, a Pimpri Chinchwad Science Park (PCSP), Pune has been set up at a capital cost of Rs. 850 lakhs, which has been shared equally by the Pimpri Chinchwad Municipal Corporation, Pune and Government of India. The corporation provided approximately 7 acres-of-land for setting up the Science Park and the centre has been developed under the auspices of National Council of Science Museums (NCSM), Ministry of Culture, Government of India and the Pimpri Chinchwad Municipal Corporation, Pune. For the purpose of functioning of **Science Park, a SPV is registered under the company as a non-profit company with an average footfall of 300 per day**

Pimpri Chinchwad Science Park (PCSP) through this RFP, invites interested agency for setting up Virtual and Augmented Reality Experience Centre at Pimpri Chinchwad Science Park which shall be operational from 10:00 AM to 6:00 PM on all days for a period of 5 years which can be extended upon mutual agreement

4. Scope of Services

The AR-VR experiences proposed in the Virtual Idea is to create a moon surface VR experience for the users with having the presence of Chandrayan 3 has landed.

To Design, Execute, and Operate VR moon surface experience which include following processes but not limited to

- The VR space experience is an ambitious Virtual project to educate the citizens/students with audio narration to continuously guide the user during this process experience.
- Around 15 minutes of visual experience.
- User will reach to the moon surface from far distance in the space.
- The feel of getting down to the surface of moon on south pole
- The soft-landing feel will be generated for the user on the south pole of moon.
- After landing user will virtually walk some distance towards the “Shivshakti” point
- Users will see the Chandrayan 3 in front and can walk around it to observe.
- There will be several interaction points given with audio narration for more information.
- User will trigger the rovers descend the Rover as it happened.

The bidder is supposed to propose to design, execute and operate an space exploration theme experience) with its investments and propose a revenue model on a revenue share basis

The prospective participants are advised to conduct the site visit. The site visit shall be conducted tentatively on **30.03.2024 onwards (on working days of Science Park) from 10:30 AM to 16:00 PM.**

Note: It is recommended that the prospective participants may intimate the dept. over email pcsciencecentre@gmail.com regarding the visit so that necessary arrangements can be made.

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5. Pre-Qualification Criteria

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

S. no	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	Form PQ-1
2.	Manpower Details to Execute the Project	The bidder should have a Minimum (5) Nos technical manpower team.	The bidder should submit Self Certification by the authorized signatory. The Bidder should furnish proof to support their claim.	Form PQ-2
3.	Non-Blacklisting /Clean Track Record Declaration	Bidder shall not be blacklisted and should also not be entangled in any legal disputes with any Govt./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.	Form PQ-3

Important Note

1. Consortium bidding is not permitted.
2. All the relevant Pre-Qualification (PQ) bid forms are to be submitted.

6. Engagement Timelines

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.

7. Roles and Responsibilities of PCSP

- a) To provide a public toilet block facility
- b) To maintain the public amenity zone area.
- c) To provide Electricity, however electricity charges shall be paid by the IA (Implementing Agency) on payment basis.
- d) To provide External lighting around all parking & Public Amenities areas.
- e) To provide a total of about 50 seating facilities for VR indoor theatres with A/C (in the existing structure). However, Ac maintenance will be borne by the IA.
- f) Ticket rates will be finalized by PCSP in consultation with the IA
- g) The revenue from parking, food courts and others is exclusive domain of PCSP.

8. Roles and Responsibilities of IA

- a) 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.
- b) To ensure Quality Assurance of experiences proposed under VR & AR technology as given in RFP.
- c) Preparation of periodical reports/presentations to PCSP (monthly basis)
- d) Preparation of annual project report and submitting to the PCSP
- e) 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).
- f) Operation and maintenance as committed in the bid for the day-to-day running of the project.

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- g) The marketing and publicity of the project is responsibility of the IA.
- h) The following equipment is to be made available for the smooth running of the project and deployment shall be made with the concurrence of PCSP. 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.
- i. 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 nighttime.
 - ii. **For AR:** Mobile Phones of Snapdragon 855 chipset or more for seamless experience and has long battery life.
 - iii. **VR Headsets and Chairs for indoor Theatre**
VR Headset for Indoor Theatre: Any Stand-Alone Headset (Oculus Quest, Pico or equivalent)
 - iv. **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**
 - v. **For VR Attractions:** Any VR Headset based on the activity. (Stand Alone Headsets are preferable). And minimum Ten Interactive and participatory Exhibits on VR/AR Themes are to be set up in experience Centre/ Gallery on VR/AR
 - vi. Required servers, Storage devices, Software licenses, Computers, Networking and UPS, Power backup etc.
 - vii. Running and maintenance charges of all the above including manpower.
 - viii. The hygiene and safety of the equipment's shall be responsibility of the IA
 - ix. 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 PCSP. No content which is objectionable (Based on PCSP 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.
 - x. 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 software being used for AR & VR.
 - xi. All other support regarding hardware and software for smooth and seamless running of the project must be provided including marketing and ticketing.
 - xii. Security and Safety of all equipment in the facility is the responsibility of IA (Implementing Agency).
 - xiii. Insurance cost shall be borne by the IA.
 - xiv. The facility handed over by PCSP 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.

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9. 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

10. 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.

11. Pre-Bid Meeting and Clarifications

The bidders are requested to submit their queries through mail to the mentioned mail ids. PCSP shall hold a pre-bid conference/meeting with the prospective bidders on 10/04/2024, at PCSP, Chinchwad

12. Earnest Money Deposit

The Bidder shall furnish as part of its Bid, Earnest Money Deposit (EMD) amount per Data Sheet through the demand draft in favour of Pimpri Chinchwad Science Park. The Bidder shall submit the demand draft as a part of Technical Bid. No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.

Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited by the Client.

The bids without Earnest Money Deposit shall be summarily rejected. No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

The bid security may be forfeited:

- If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
- In case of successful bidder, if the bidder
 - *Fails to sign the contract in accordance with the terms of the tender document.*
 - *Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.*
 - *Fails or refuses to honor his own quoted prices for the services or part thereof, within the bid validity period.*

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13. 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.

14. Financial bid

- i. 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.
- ii. The bidder shall indicate the financials for five years for all components together in the prescribed formats. The bidder shall indicate revenue sharing between PCSP & Bidder.
- iii. 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.
- iv. Bid: Bid amount shall be quoted in percentage only.

15. Technical Evaluation Criteria

S.no	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 reference to 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 software 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

16. Overall Bid Evaluation

- i. The Bid evaluation shall be undertaken by the Evaluation Committee.
- ii. A three-stage procedure will be adopted for the evaluation of proposals, with the prequalification, 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.

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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) (i.e. % share of revenue given to PCSP) 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 the bid evaluation process may result in the rejection of the bidder's bid.

17. Issue of LOA and execution of the Agreement

Subsequent to the identification of the Successful Bidder, a letter of award (“LoA” or “Letter of Award”) would be issued to the Successful Bidder by the PCSP. Within 7 (seven) days from the date of issue of the LoA, the Successful Bidder shall send an acknowledgement agreeing to comply with the conditions set out therein and for the execution of the Agreement. The Authority will promptly notify other Bidders that their Financial Proposals have been unsuccessful and their Bid Security shall be returned within 30 (thirty) days, without interest, of the signing of the Agreement with the Successful Bidder. The Successful Bidder shall have to enter into the Agreement within 15 (fifteen) days from the date of issue of the LoA. The Successful Bidder on the date of signing of the Agreement shall:

1. Furnish the Performance Security of **5%** of the work order amount by way of an irrevocable Bank Guarantee issued by a nationalized/ schedule bank in favour of **Pimpri Chinchwad Science Park**, as required under the Agreement; and
2. Failure of the Successful Bidder to comply with the requirements mentioned in the above paragraph shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event, the Authority reserves the right to:
 - a) Either invite the next best Bidder to match the Bid submitted by the Successful Bidder; OR
 - b) Call for fresh Bids from the remaining Bidders, OR
 - c) Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

18. Force Majeure

Neither the Licensor nor Licensee shall be liable for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, any of the following events resulting in material adverse effect, shall constitute force majeure events: (a) Earthquake, Flood, Inundation, Landslide. (b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances. (c) Fire caused by reasons not attributable to the Licensor. (d) Acts of terrorism. (e) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war. (f) Strikes or boycotts, other than those involving the Licensor, its contractors, or their employees, agents etc. and (g) Any other similar things beyond the control of the party, except court order/ court judgment. (h) Pandemic recognized by the Govt. and the resulting notifications related to closure of work issued by the work in view of the pandemic situation. Occurrence of any Force Majeure shall be notified to the other party

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within 15 days of such. If any Force Majeure continues for a period of three months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of one week to the other party and interest free performance security shall be refunded by the Licensor to the Licensee after adjusting outstanding dues, if any.

19. Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, in the LoA, the Agreement, the Authority may reject a Bid, withdraw the LoA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Service Provider, as the case may be, if it determines that the Bidder or Service Provider, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security, as the case may be, as liquidated damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Agreement or otherwise.

Without prejudice to the rights of the Authority the rights and remedies which the Authority may have under the LoA or the Agreement, or otherwise, if a Bidder or Service Provider, as the case may be, is found by the Authority 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 Bidding Process, or after the issue of the LoA or the execution of the Agreement, such Bidder or Service Provider shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Service Provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

For the purposes the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence directly or indirectly the actions of any person connected with the Bidding Process (for the avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) acting contrary to applicable anti-bribery or anti-corruption laws;
- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

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20. Ownership

- i. The PCSP 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 PCSP, before termination of this Agreement and which shall be assigned by the PCSP 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 PCSP.
- 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 PCSP 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 PCSP 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 PCSP shall own all Documents provided by or originating from the PCPS 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 PCSP, the Implementing Agency shall deliver to the PCSP all Documents provided by or originating from the PCSP and all Documents produced by or from or for the Implementing Agency while performing the Services, unless otherwise directed in writing by the PCSP at no additional cost. The Implementing Agency shall not, without the prior written consent of the PCSP store, copy, distribute or retain any such Documents.

21. 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

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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

22. Service Level Agreement

Introduction

The Service Level Agreement (SLA) is between PCSP 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 PCSP, 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 PCSP’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. PCSP 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.

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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/ PCSP 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 PCSP’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 1 st 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 1 st 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 1 st 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 PCSP. For certain incidents, RCA may be carried out by PCSP (or PCSP appointed agency). If the severity is not rectified within the fortnight the PCSP 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, PCSP 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)

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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.

23. Annexure 1 – Bid Letter Form

(Registered name and address of the bidder.)

To:

The CEO,

Pimpri Chinchwad Science Park

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 27/03/2024.

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

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24. Annexure 2 – Model Contract Form

THIS AGREEMENT made the day of (year). (Hereinafter "PCSP") 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 PCSP to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the PCSP 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 PCSP 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:.....

25. Annexure 3 : Performance Bank Guarantee

Ref: _____

Date _____

Bank Guarantee No. _____

Name _____

Designation _____

Address _____

Phone Number _____

Whereas <> (hereinafter called "the System Integrator") has undertaken, in pursuance of contract no. dated. to provide Implementation services for <> to PCSP (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, a banking company incorporated and having its head/registered office at and having one of its offices at 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 (Rupees 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 (Rupees 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 <>) Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Indian Rupees (Rupees only).

II. This bank guarantee shall be valid up to)

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) failing which our liability under the guarantee will automatically cease.

Bank Seal

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26. Pre-Qualification Format

Form PQ1 – 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 Number	ROC, PAN & GST.
	Legal Status of the Company in India & Nature 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.

Name of the Bidder

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Form PQ-2 – Technical Manpower Availability

Sr. No.	Employee name	Designation	Skills & Professional Certification, if any	Proposed Area expertise	Previous Exp.	Experience with Implementing Agency

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

Place:

Bidder's Signature

Date

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Form PQ-3 - Declaration Regarding Clean Track Record

(To be submitted in PQ bid)

To,

The CEO

Pimpri Chinchwad Science Park

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:

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27. Technical Bid Formats

Form T-1 - Project Experience

Name of the Bidder:

Assignment:	Approx value of Contract (INR)
Country: Location within country:	
Name of Client:	
Address:	
Start date (month/year):	
Completion date (month/year):	
Name of associated Consultants if any	
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

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Form T2- 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

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28. 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:

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Form F-2 Financial Bid Format

Name of the Bidder

S.no	Item Description	Revenue model (for total 100%)		
		PCSP share in % of Revenue collected from in AR-VR Technology in Science park	Partner share in % of Revenue collected from in AR-VR Technology in Science park	TOTAL
	Design, Execution, and Operation & Maintenance of AR-VR Technology for all (5) years in Science Park	% in Number _____ % in words _____	% in Number _____ % in words _____	(100%) Hundred Percent

Note:

1. 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.
2. Deduction of taxes at source will be made as per applicable laws from the payments to be made to the bidder.
3. Sale of tickets will be executed by staff of PCSP
4. The amount collected by sale of tickets will be deposited in the account of PCSP.
5. The PCSP shall pay the share of Implementing Agency amount before 10th of every month.
6. Ticket rates will be finalized by PCSP 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.
7. The revenue from parking, food courts and others is exclusive domain of PCSP.

Date

Signature of Bidder