

Nehru Memorial Museum & Library

Teen Murti House, New Delhi-110011 India



Request for Proposal (RFP)

Turnkey project for Media asset management System (MAM) for Audio Visual content of the Multi-media Library / Resource Centre, NMML

20 July 2011

Turnkey project for Media asset management System (MAM) for Audio Visual content of the Multi-media Library / Resource Centre, NMML

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Definitions and Abbreviation

Terms

The following words and expressions shall have the meanings hereby assigned to them:

Term	Meaning
Applicable Law	" Applicable Law " means the laws, enactments and any other instruments having the force of law in the India, as they may be issued and in force from time to time;
Bank” or “Banks	“Bank” or “Banks” , refers to all scheduled Indian Banks as per the RBI current list (Schedule-II)
Contract	“Contract” means the Agreement entered into between the NMML and the Bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein and subsequent amendments therein exchanged in written form.
Intellectual Property Rights	“Intellectual Property Rights” means any patent, copyright, trademark, trade name, service marks, brands, propriety information, whether arising before or after the execution of this Contract and the right to ownership and registration of these rights
Party / Client	"Party" or “Client” means Nehru Memorial Museum and Library (NMML).
	“Personnel” means persons hired by the Bidder as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside India; and "Local Personnel" means such persons who at the time of being so hired had their domicile inside India;
Project	"Project" means all Activities covered under present contract
Subcontractor	“Subcontractor” means any person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Services is subcontracted by the Solution Provider. The Solution Provider shall not sub-contract any part of its obligation under the present contract.
Bidder or Vendor or Solution Provider	“Bidder or Vendor or Solution Provider” means any private or government entity or a combination of the above, who meets the minimum eligibility criteria as set out by NMML in this document and who is submitting the Proposal against this RFP, and includes the legal successors or permitted assigns of the Bidder. The term Bidder shall include all consortium members of respective bids.
The Site	“The Site,” shall mean all identified locations within NMML, where the Supplier carries out any installation of Goods or is required to provide any Services.
Kick Off Meeting	“Kick Off Meeting” means a meeting convened by NMML to discuss and finalize the work execution plan and procedures with the selected Bidder.
in writing	“in writing” means communicated in written form with proof of receipt
Artefact	“Artefact” for this project means all audio-visual content that make up the archival material at NMML. These are collectively also referred to as “NMML Holdings.”

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Abbreviations

The following words and expressions shall have the meanings hereby assigned to them:

Abbreviations	Meaning
NMML	Nehru Memorial Museum and Library
PMC	Bid / Project Management Consultants - the agency appointed by NMML to perform Bid / Project Management Services for NMML
OEM	the Original Equipment Manufacturer of any equipment / system / software / product
QCBS	Quality and Cost Based Selection
MAMS	Media Asset Management System
RFP	Request For Proposal, referring to this document or the response by a qualified bidder
EOI	Expression Of Interest
LOA	Letter of Association
LOI	Letter Of Intent
JV	Joint Venture
EMD	Ernest Money Deposit
GCC	General Conditions of Contract
RBI	Reserve Bank of India
ETP	Estimated Total Price
NTP	Notice to Proceed
MOU	Memorandum Of Understanding
CV	Curriculum Vitae
VED	Vital, Essential, Desirable, in reference to the categorization of MAM functionality
AMC	Annual Maintenance Charges
ATS	Annual Technical Services
BDS	Bid Data Sheet

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Section 1: Bid Data Sheet (BDS) and Instructions to Bidders

Bid Data Sheet

S. No	Item	Details
1	Name of Client:	Nehru Memorial Museum and Library
2	Name of the Assignment:	Turnkey project for Media Asset Management System for Audio Visual Content of the Nehru Memorial Museum & Multimedia Library
3	Address for Submission of Bids:	The Director, Nehru Memorial Museum and Library, Teen Murti House New Delhi 110011. Phone/ Fax: 91-11-23793296
4	The documents enclosed are:	<ul style="list-style-type: none"> • Data Sheet • Instructions to Bidders • Terms of Reference • Evaluation Criteria • Payment Formats for Submission of RFP
5	Method of Selection:	Two Envelope - Quality and Cost Based Selection 80:20 selection (QCBS)
6	Minimum Technical Score:	The minimum technical score required to pass the technical evaluation stage is 750 from a maximum of 1,000 points.
7	RFP Fee	<p>All Bidders must pay Rs. 5,000/- as the price of the RFP document.</p> <p>The RFP document can be downloaded from NMML's website and the Proposal must be accompanied by a non refundable Bank Demand Draft of Rs. 5,000/- payable to The Director, NMML at New Delhi as RFP Fee.</p>
8	Bid security/ Earnest Money Deposit	<p>Earnest Money Deposit of Rs. 1,00,000/- (Rupees One Lakh) in the form of Bank Demand Draft payable to The Director, NMML at New Delhi must accompany the Technical Proposal, in a separate envelope.</p> <p>The EMD of Rs. One Lakh submitted by the Bidders shall be refunded to all Bidders upon signing the contract with the successful bidder.</p>

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9	Performance Security and Bank Guarantee	A Performance Security and Bank Guarantee for an amount of Rs. 5 Lakhs (Five Lakhs) made in the name of The Director, NMML, is to be submitted by the winning Bidder upon signing of Contract.
10	Requesting Clarifications:	If invitee firm wishes to seek clarification it may do so in writing to NMML with an e-mail copy to NMML's Representative – directornehrumemorial@gmail.com Clarifications may be requested not later than fourteen (14) days before the submission date. All requests for clarifications will be directed to NMML's representative. NMML will respond to requests for clarifications by putting all queries and responses on NMML's website within seven (7) days prior to the proposal submission deadline date.
11	Date and Time of pre-bid meeting:	25 July 2011, 3:00 PM
12	Venue for pre-bid meeting	Seminar Room, NMML, Teen Murti House New Delhi 110011
13	Submission Deadline:	Proposals must be submitted no later than 1st August 2011, 3:00 PM
14	Opening of Technical Proposal	1st August 2011, 3:15 PM
15	Proposal Validity	Proposals must remain valid for a period of six months after the submission date.
16	Authorised Signatory:	The Bidders is required to include with its Proposal written confirmation of authorisation to sign on behalf of the other consortium partners.
17	Currency for Proposals:	The proposal will be quoted in Indian Rupees Only.
18	Taxation:	NMML will not be required to pay / reimburse anything over and above the price quoted by Bidder except Service Tax at applicable rates, if applicable. It is the service provider's responsibility to ensure that it has incorporated all taxes, duties, etc. (Including Custom Duty, If applicable) in its financial proposal. NMML will not be liable to pay any extra amount on account of the bidder not having incorporated such amounts in its financial proposal.

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19	Submission of RFP:	<p>The Bidders must submit the original and four copies of the Technical Proposal and the original copy of the Financial Proposal. Technical Proposals should be clearly marked “Original” or “Copy” accordingly.</p> <p>The Bidders must submit a soft copy of the Technical Proposal on a CD and AS A SINGLE PDF FILE, in the envelope along with the original Technical Proposal.</p> <p>Financial and Technical Proposals are to be submitted in separate sealed envelopes and then enclosed in a single wax-sealed envelope.</p> <p>Financial and Technical Proposals should be clearly marked.</p>
20	Minimum Technical Score for QCBS evaluation of Proposals.	The minimum technical score required to pass is 750 from a maximum of 1,000 points.
21	Expected date for public opening of Financial Proposals :	5th August 2011, 3:00pm
22	Expected date for commencement of Turnkey Solution / Mobilization Date:	Within One week of Letter of Award/ Letter of Intent
23	Expected duration of Contract:	<p>Phase 1: Installation of MAM system and training – 16 Week</p> <p>Phase 2: Handholding, technical support, operations and maintenance – 1 year after Installation & Training</p>

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Instructions to Bidders

The shortlisted Bidders are invited to submit a Technical Proposal and a Financial Proposal. These proposals along with NMML's RFP and TOR shall be the basis for the signed Contract with the selected Bidder.

1.1 Purpose of RFP

Selection of a Service Provider for setting up a Media Asset Management System for Audio Visual Content of the Nehru Memorial Museum & Multimedia Library.

1.2 Address for Submission of Bids

The Director, Nehru Memorial Museum and Library (NMML)
Teen Murti, New Delhi-110011

1.3 NMML's Website

www.nehrumemorial.com

1.4 Clarification of RFP Documents

Bidder may request clarification of any of the RFP documents up to a specified number of days before the submission date as indicated in the Bid Data Sheet. Any request for clarification must be sent in writing, including by standard electronic means to NMML's Representative whose contact details are provided in the Data Sheet. NMML will respond to all the queries raised by mails and during the pre bid conference. The response will be uploaded on NMML website at least one week before the submission date of RFP.

1.5 Venue of Pre bid Conference

The pre bid conference will be held at Seminar Room, Nehru Memorial Museum and Library (NMML), Teen Murti, New Delhi-110011.

1.6 Deadline for Submission of Proposals

1.6.1. Proposals must be submitted to the specified address and delivered on or before the time specified in the Data Sheet.

1.6.2. NMML may, at its discretion, extend the deadline for the submission of Technical and Financial Proposals by amending the RFP in which case all rights and obligations of NMML and Bidders subject to the previous deadline shall thereafter be subject to the deadline as extended.

1.6.3. Proposals received after the time specified in the RFP will not be considered. All Proposals received after the specified time will be returned unopened.

1.8 Language of RFP

The Proposal and all related correspondence exchanged between the Bidder and NMML shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for the purposes of interpretation of the Proposal, the translated version (in English) shall prevail.

1.9 Number of Copies of RFP

Five Hardcopies (paper) and One Softcopy (electronic) in CDs of the Technical proposal should be submitted. The electronic copy (on a CD) should be a single Pdf file not bigger than 20 MB. Each

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Technical Proposal should be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs. In the event of any discrepancy between the hard copy and soft copy, the hard copy shall prevail.

1.10 Amendments to RFP and Corrigendum

- 1.10.1.** At any time before the submission of Proposals, NMML may amend the RFP by issuing a corrigendum in writing, including by standard electronic means.
- 1.10.2.** Any addendum will be uploaded on the NMML's website and will be binding on all bidders. NMML shall also email such changes to all the shortlisted Bidders at their designated email ids. Bidders shall acknowledge receipt of all amendments in writing, including by standard electronic means in order to remain eligible. It shall be the Bidders responsibility to check NMML's website regularly to make sure that they are up-to-date with any changes made in the RFP.
- 1.10.3.** To give Bidders reasonable time in which to take an addendum into account in preparing their Proposals, NMML may, at its discretion, extend the deadline for the submission of the Proposals.

1.11 Earnest Money Deposit (EMD)

Proposals must be accompanied by an Earnest Money Deposit of an amount mentioned in the Bid Data Sheet in the form of a Bank Demand Draft payable to "The Director, Nehru Memorial Museum & Library" at Delhi. The Proposals unaccompanied with the valid EMD Bank Demand Draft would be automatically rejected. EMD of bidders which are not selected will be returned upon Contract signature.

1.12 RFP Fee

Proposals must be accompanied by a non-returnable RFP Fee of an amount mentioned in the Bid Data Sheet in the form of a Bank Demand Draft payable to "The Director, Nehru Memorial Museum & Library" at Delhi. The RFPs unaccompanied with the valid RFP Fee Bank Demand Draft would be automatically rejected.

1.13 Uniformity

To provide uniformity and to facilitate comparison of Proposals, all information submitted must clearly refer to the page number, section, or other identifying reference in this RFP. All information submitted must be noted in the same sequence as its appearance in this RFP. All pages of the Proposal must be paginated.

NMML reserves the right to waive minor variances or irregularities.

1.14 Bid Scope

The Bidder cannot bid for a specific portion of the project scope. The entire project scope of work has to be bid for.

1.15 Only One Proposal

Bidder may submit only one proposal. If a Bidder (including a partner in a Consortium or Joint Venture) submits or participates in more than one proposal, such proposals shall be disqualified. This clause does not apply to original developers of M.A.M Systems or other related software and the manufacturers / suppliers of hardware equipment, and they are free to be part of more than one consortium.

Solution Providers cannot submit more than one technical solution. All Solution Provider are expected to propose the solution they consider best.

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1.16 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Proposal. NMML shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.17 Proposed Material

The Proposal material submitted in response to the RFP becomes the property of NMML and is to be appended to any formal document which would further define or expand the Contractual relationship between the NMML and the Bidder. All the material submitted will be considered as part of this RFP.

1.18 Eligible Bidder

The eligible Bidder shall be a company, firm or a consortium of companies, firms and individual who meet the minimum qualification criteria as given in this request for proposal document for the project at NMML.

1.19 Subcontracting

The Bidder shall not be permitted to subcontract any part of its obligations under the contract, except with the prior written permission of Director, NMML. Subcontracting any part or component of this contract to any individual, firm or entity, without prior permission shall be treated as sufficient grounds for automatic cancellation of the Contract.

1.20 Period of Engagement

The duration of project is four months (16 weeks) for implementation and twelve months' support thereafter. Since it is a turnkey project, NMML reserves the right to extend the contract duration at its sole discretion.

1.21 Availability of Personnel

1.19.1 The Bidder shall, along with its proposal, also submit CVs of personnel that it proposes to deploy on the project, The bidder shall also confirm the availability of all personnel as indicated in its Proposal.

1.19.2. It is envisaged that the assignment will be undertaken by a core team who are fluent in English and Hindi, which would include one MAM software specialist and one infrastructure and hardware specialist, both with good facilitation skills and capacity in multiple Media Asset Management implementation methodologies including experience in creation of metadata / active data warehousing.

1.19.3. NMML will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable, or for reasons such as death or medical incapacity. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and must be submitted to and approved by NMML within the period of time specified in the Letter of Invitation to negotiate.

1.19.4. Failure to meet either of these requirements may result in disqualification.

1.22 Full-time Employees

It is highly desirable that the Team Leader and other key position holders are regular full-time employee of the Bidder or its consortium partners. A regular full-time employee is defined as a person who, on the date of submission of the Bidder's Proposal:

1.20.1. Is currently employed under a contract or agreement of employment with the Bidder or partner; and

1.20.2. Has been employed by the Bidder or partner for the 12 consecutive months immediately preceding the date of submission of the Proposal; and

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1.20.3. Is entitled to receive regular remuneration and benefits from the Bidder or its consortium partners.

1.23 Cancellation of Appointment / Contract

The Appointment / Contract is subject to cancellation due to any of the reasons mentioned hereunder.

- 1.23.1. If the Bidder is found to have submitted false particulars / fake documents at the time of submitting its proposal for the award of assignment.
- 1.23.2. If the Bidder is found wanting in commitment to quality and delivery period / work plans, adherence to the guidelines, Statutory regulations, safe keep of all physical and electronic artefacts, conduct / discipline etc., while executing the job. Any deviations from stated conditions and contractual clauses can lead to appropriate deterrent action as deemed fit by NMML.
- 1.23.3. If the Bidder fails to execute the job as per the defined scope, delivery targets, quoted rates or any other point previously agreed, after NMML issues the letter of Intent (LOI).
- 1.23.4. A recommendation for award of Contract will be rejected if it is determined that the recommended Bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases NMML will declare the Bidder and/or members of the consortium ineligible, either indefinitely or for a stated period of time, from participation in any further activities of NMML.
- 1.23.5. If the Bidder fails to make written disclosure as per the Disclosure Clauses of this RFP, either at the time of submitting the proposal or after the contract has been signed with the Bidder.
- 1.23.6. Manipulation of rates by cartelization.
- 1.23.7. If the Bidder damages the artefacts due to mishandling /negligence / poor upkeep etc. then penalties would be levied on the Solution Provider. In case such instances are repeated the contract may be terminated at the sole discretion of the Director, NMML.
- 1.23.8. Any other reason deemed fit by NMML for cancellation

1.24 Conflict of Interest

- 1.24.1 Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of its Contract.
- 1.24.2 In the event of a conflict of interest, the Bidder is required to obtain confirmation of 'no objection' from NMML in order to bid.

1.25 Disclosure

- 1.25.1. Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- 1.25.2. Bidders must disclose if they or any of their director / employees / consortium members / associates have been convicted of, or are the subject of any proceedings relating to:
 - a) A criminal offence or other serious offence involving the activities of a criminal organization, or where they have been found by any regulator or professional body to have committed professional misconduct;
 - b) Corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract.
 - c) Failure to fulfil any obligations in any jurisdiction relating to the payment of taxes.

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1.26 Association Arrangements and Joint Ventures

No vendor is not allowed to form a consortium with any other vendor. Such a consortium will result in automatic disqualification of all vendors who are party to this.

1.27 Proposer Presentations

NMML would require that each Bidder (whose bid is found responsive) provide a formal presentation of its Proposal at a date and time to be determined by NMML. No Proposer will be entitled to be present during, or otherwise receive any information regarding presentation of any other Bidder.

1.28 Submission of Proposal

- 1.28.1. These instructions should be read in conjunction with information specific to the assignment contained in the Letter of Invitation, Bid Data Sheet and other accompanying documents.
- 1.28.2. The Bidder shall submit the RFP using the appropriate submission sheets. These forms must be completed without any alterations to their format and no substitute will be acceptable. All blank spaces will be filled in with the information requested. If a particular information is not applicable to Bidder, the same will be mentioned as 'Not Applicable (N/A)' instead of leaving the field blank.
- 1.28.3. The Bidders are invited to submit the Technical Proposal, Financial Proposal and other details as specified in the Data Sheet. The Bidder shall submit two sealed envelopes, one containing the Technical Proposal and the other the Financial Proposal, enclosed together in an outer single envelope.
- 1.28.4. All Technical Proposals (original plus the number of copies specified in the Data Sheet) shall be placed in an envelope clearly marked 'TECHNICAL PROPOSAL' and 'ORIGINAL' or 'COPY No._#_'. These envelopes containing the original and the copies, and the CD/DVD, shall then be enclosed in one single wax sealed envelope which shall be clearly marked and 'ORIGINAL + _#_ COPIES'.
- 1.28.5. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 1.28.6. The Financial Proposal shall be placed in a wax sealed envelope clearly marked 'FINANCIAL PROPOSAL' and 'ORIGINAL'.
- 1.28.7. The two envelopes containing the Technical and Financial Proposals shall be sealed in an outer envelope. This outer envelope shall be sealed, and signed over the seal, and will be clearly labelled with:
 - 1.28.7.1. Title of Turnkey Solution & Services;
 - 1.28.7.2. RFP Number;
 - 1.28.7.3. Deadline for Submission; and
 - 1.28.7.4. Addressed to The Director, NMML
- 1.28.8. The original and all copies of both the Technical and Financial Proposals shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation and shall form a part of the Technical Proposal. The name and position of each person signing the authorization must be typed or printed below the signature. All pages of the Proposal shall be signed or initialled by the person signing the Proposal.
- 1.28.9. Any interlineations, erasures, or overwriting shall be valid only if signed or initialled by the person signing the Proposal.

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- 1.28.10. All activities and items described in your Technical Proposal must be priced. For non-material omissions, any activities or items described in the Technical Proposal but not priced shall be assumed included in the prices of other activities or items.
- 1.28.11. All bids must contain original copies of the Technical and the Financial Proposal as described in the Data Sheet.
- 1.28.12. If any envelope is not sealed and marked as instructed, NMML reserves the right to reject it.

1.29 Opening of Technical Proposals

- 1.29.1. NMML will open Technical Proposals in the presence of Bidders' representatives who choose to attend, at the address, date and time specified in the Data Sheet as the deadline for submission.
- 1.29.2. All envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded:
 - The name of the Bidder; and
 - Any other details as NMML may consider appropriate.
 - Only Technical Proposals read out and recorded at Proposal opening shall be considered for evaluation.

No Proposal shall be rejected at the opening of Technical Proposals except for late Proposals and non receipt of EMD.

- 1.29.3. Technical Proposals which are rewarded the minimum qualifying marks according to the specified evaluation criteria provided in Clause 7.7 below shall qualify for opening of Financial Proposals.

1.30 Opening of Financial Proposals

- 1.30.1. The Financial Proposals of all non-qualifying Bidders will be returned unopened after signing of the Contract with the winning Bidder.
- 1.30.2. Under QCBS, all Bidders with qualifying Technical Proposals shall be informed in writing, or through standard electronic, of the date and place for public opening of their Financial Proposals. Bidders' attendance at the opening of Financial Proposals is optional.
- 1.30.3. At the public opening of Financial Proposals, the Financial Proposals of all Qualifying Technical Proposals shall be opened one at a time by NMML and the following read out and recorded:
 - a) the name of the Bidder;
 - b) prices; and
 - c) Any other details NMML may consider appropriate.
- 1.30.4. Only Financial Proposals read out and recorded at the opening of Financial Proposals shall be considered for evaluation. No Proposal shall be rejected at the Financial Proposal opening.
- 1.30.5. NMML will prepare a record of the opening of Financial Proposals. The Bidders' representatives who are present will be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents or effect of the record. A copy of the record shall be distributed to all Bidders in writing or through standard electronic means.

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- 1.30.6.** All submission forms as specified in this RFP (which have to be submitted as part of technical and financial proposals) must be completed without any alteration to their format, and no substitutes will be accepted. All fields shall be completed with the information requested.
- 1.30.7.** In case of discrepancies between the soft copy and the hard copy, the hard copy will be considered the binding version.

1.31 Confidentiality

Information relating to the examination, evaluation, comparison, and post-qualification of Proposals, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such processes until information on Contract award is communicated to the Qualifying Bidder.

1.32 Clarification of Proposals

- 1.32.1** To assist in the examination, evaluation, comparison and post qualification of Proposals, NMML may, at its discretion, ask any Bidder for a clarification of its Proposal. NMML's request for clarification, and the response, shall be in writing. The Bidder must furnish the required clarification within the stipulated time.
- 1.32.2** Any clarification submitted by a Bidder that is not in response to a request by NMML shall not be considered.
- 1.32.3** No change in the prices or substance of the Proposal shall be sought, offered, or permitted, after the opening of Financial Proposals, except to confirm the correction of arithmetic errors discovered by NMML in the evaluation of the Proposals.

1.33 Proposal Validity

- 1.33.1** Proposals shall remain valid for the period specified in the Bid Data Sheet commencing with the deadline for submission of Technical and Financial Proposals as prescribed by NMML.
- 1.33.2** A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by NMML. A proposal for a period longer than as stipulated shall not carry any additional weightage.
- 1.33.3** In exceptional circumstances, prior to the expiration of the proposal validity period, NMML may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing. A Bidder may refuse the request. A Bidder granting the request shall not be required or permitted to modify its Proposal.
- 1.33.4** During the Proposal validity period, Bidder shall maintain the availability of experts nominated in the Proposal.

1.34 Late Proposals

NMML will not consider any Proposal that arrives after the deadline prescribed by NMML for submission of Proposals in the Data Sheet. Any Proposal received after the respective deadline for submission shall be declared late, rejected, and returned unopened to the Bidder.

1.35 Non-conformities, Errors and Omissions

- 1.35.1** The bidder is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the bidder suspect any error, omission, or discrepancy in the specifications or

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instructions, the bidder shall immediately notify NMML, in writing, and NMML shall issue written instructions to be followed. The bidder is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP

- 1.35.2** NMML may waive any non-conformity or omission in a technically qualifying Proposal that does not constitute a material deviation.
- 1.35.3** NMML will correct arithmetical errors during evaluation of Financial Proposals on the following basis:
- a)** If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and respective weightage, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - b)** If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c)** If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 1.35.4** If the winning Bidder does not accept the correction of errors, its Proposal shall be disqualified and the second ranking Bidder shall be invited for negotiations and finalization of the Contract.

1.36 Undue influence

Any attempt by a Bidder to influence the NMML / PMC in the examination, evaluation, comparison, and post-qualification of the Proposals or Contract award decisions, in any manner, may be treated as sufficient grounds for the rejection of its Proposal.

1.37 Award of Contract Notification

- 1.37.1** Prior to the expiration of the Proposal validity period, NMML shall notify the successful Bidder, in writing, that its Proposal has been accepted. The successful Bidder shall send its acceptance letter to NMML within the stipulated time.
- 1.37.2** Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

1.38 Negotiations

- 1.38.1** The successful Bidder will be informed in writing of the date, place and time for negotiations/clarifications, if any. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.
- 1.38.2** The successful Bidder will confirm in writing its participation in negotiations and ability to adhere to its Technical and Financial Proposals within five (5) days of receiving the notice in accordance with Clause 8.3.
- 1.38.3** Negotiation will include both technical and financial negotiation, depending on the needs of NMML.

1.39 Signing of Contract

- 1.39.1** The Director NMML, shall be the contract signing authority from NMML. The Director may authorise any other permanent officer to sign the contract on behalf of NMML.

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- 1.39.2 Promptly after notification, NMML shall send to the successful Bidder the Contract and the Special Conditions of Contract
- 1.39.3 Pursuant to negotiations, the successful Bidder shall sign, date, and return the Contract, along with necessary supporting documents, to NMML.

1.40 Mobilization / Start Date

The Bidder is expected to commence the Services on the date and at the location specified in the Bid Data Sheet.

1.41 NMML's Right to Accept Any Proposal, and to Reject Any or All Proposals

NMML reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time prior to Contract award, without assigning any reasons and without incurring any liability to the Bidders.

1.42 NMML's Right to Terminate the Bidding Process

NMML makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by NMML. The bidders' participation in this process may result in NMML selecting the bidder to engage in further discussions and negotiations toward the execution of the contract. The commencement of such negotiations does not, however signify a commitment by NMML to execute a contract or to continue negotiations.

1.43 Confidentiality

The Bidder and its personnel shall not either during the term or within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or NMML's business or operations without the prior written consent of NMML. NMML will ensure confidentiality of the bids submitted.

1.44 Performance Security

- 1.44.1 Within two week of the receipt of notification of award from NMML, the successful Bidder shall provide a Performance Security either in the form of a bank draft or Bank Guarantee, for the amount as stipulated in the Bid Data Sheet of this RFP, using the Performance Security Form included in this RFP. Such Performance Security must be valid till a period of six months after the completion of the project.
- 1.44.2 Failure of the successful Bidder to submit the Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event, NMML may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the NMML to be qualified to perform the Contract satisfactorily. In such cases, a request for extension of validity of Bids shall be sent out to all other qualified Bidders at the earliest in writing or through standard electronic means.

1.45 Price Offer and Taxes

- 1.45.1 The Bidder may provide multiple solutions as part of the technical bid but ONLY ONE financial bid. In case of more than one financial bid, the submission will be considered non-responsive. Prices quoted must be firm and inclusive of all taxes, rates, fee, surcharges, duties, etc. except Service Tax (which shall be paid extra by NMML at prevailing rates, if applicable) and no change alternate/conditional price offers shall be allowed.

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1.45.2 All rates and prices once agreed in the Contract shall be fixed for the entire duration of the contract and no requests for enhancements or additions shall be entertained under any circumstances.

1.46 Bid Validity Period

Bid should be valid for a period as specified in the Data Sheet from the date of opening of proposal.

1.47 Acceptable Banks

All bank related documents should be submitted only from a bank listed in Schedule-II of The Reserve Bank of India (RBI).

1.48 Copy Right Issues

The collection at NMML comprises of audio-visual material in various formats personally donated by various people and as such copy right issues have to be dealt with on a case to case basis. However, by default and unless otherwise stated, all rights, including copyrights of all material including the audio-visual content to be digitized would belong to NMML.

1.49 Refund of Earnest Money Deposit

The EMD of all bidders would be refunded within two weeks of signature of contract with the selected Bidder.

1.50 Termination Based on Funding

The Contract resulting from this RFP will be funded from Government of India appropriated funds, in the event of paucity of such funds, NMML reserves the right to terminate or suspend the contract for an agreed period of time, without any penal charges. In the event of termination, the Bidder shall be paid for services performed under this Contract up to the effective date of termination and notice of such termination will be submitted to the Proposer in writing not less than sixty (60) days prior to the effective date.

1.51 Intellectual Property Rights

1.51.1 NMML shall own all the software items (including but not limited to MAM, DMS, OS for Servers etc.) which has been paid for as per Form F1. All licenses procured for the NMML work, must be in the name of NMML.

1.51.2 NMML shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of the contract including but not limited to all templates, designs, application configurations, data and written material, products, specifications, source code and object code and other documents which have been newly created or developed by the Bidder solely for this project and for the purposes of inter-alia use or sub-license of such Services under this Contract.

1.51.3 The Bidder should undertake to disclose all such Intellectual Property Rights arising in performance of the Related Services to NMML and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of NMML. To the extent that Intellectual Property Rights are unable by law to so vest; the Bidder assigns those Intellectual Property Rights to NMML on creation.

1.51.4 The Bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods /equipment supplied /

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service provided by the Bidder, the same shall be acquired in the name of NMML, and the same may be assigned by NMML to the Bidder solely for the purpose of execution of any of its obligations under the terms of the Contract. However, subsequent to the term of the Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of NMML. The Bidder shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep NMML indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder or its personnel or personnel of any of its consortium members or sub-contractors during the course of performance of the Related Services.

1.52 Area of Work

The Bidder is required to work within the premises of NMML for execution of all work and no physical artefact would be allowed to be carried outside the NMML premises.

1.53 Right to Inspect

NMML reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualifications of the Bidder and any of its consortium partners, during the evaluation period, as well as throughout the life of the project.

1.54 NMML's Right to Have Work Executed

If the Bidder should neglect to execute the work or any part or parts thereof diligently and properly or fail to perform any provision of the Contract, NMML, after two weeks written notice to the Bidder, may without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Bidder

1.55 Indemnification

1.55.1 The Bidder shall indemnify and hold harmless NMML and its employees and agents from and against all loss, damage and expense which they may sustain or become liable for on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under the Contract by the Bidder or its consortium partners, or due to or arising in any manner from the wrongful act or negligence of the Bidder or its consortium partners or any employee of any of them.

1.55.2 The bidders shall indemnify and hold NMML and its employees and agents harmless against any claim of any party arising on account of breach of any intellectual property rights of any party.

1.55.3 The personnel employed by the bidder in the course of the performance of the work under the contract shall be the employees of the bidder and the relationship of NMML to Bidder shall be that of a principal to principal. The Bidders shall keep NMML harmless and indemnify NMML and its agents against any claim arising under any labour laws in force for the time being.

1.56 Insurance

Bidder will be responsible for providing insurance coverage for all its employees, support staff and equipment during the entire duration of the project. NMML is not responsible for the insurance

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and well being of the staff. The consortium partners must comply with the same insurance coverage requirements as the Bidder. The Solution Provider has to ensure the safety and adequate insurance of all its employees.

1.57 Penalty

- 1.57.1 All the Server(s) installed at the Server Room, must have an uptime of 99.5%. If the production server/ Web server is down beyond the stipulated period measured on a monthly basis, a penalty of Rs 500/- (Rs Five hundred only) per day will be imposed.
- 1.57.2 NMML also reserves the right to impose penalties, if the work assigned to the Bidder is not completed within the stipulated time (16 weeks for Operationalisation Phase). The quantum of penalty imposed shall be commensurate with the criticality of the delay in the task assigned and may be upto a maximum of Rs.500/- per day of delay.

1.58 Force Majeure

Either party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement under the Termination clause of this document, in such circumstances.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in Clause 1.58 (Force Majeure).

1.59 Arbitration Agreement

Any and all claims, disputes, controversies or differences arising between the parties out of or in relation to or in connection with this agreement or with a breach thereof, which cannot be satisfactorily settled by correspondence or mutual conference between the parties hereto, shall be determined by arbitration in accordance with the then prevailing rules or arbitration under the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be New Delhi and the language of arbitration shall be in English. Each party shall bear its own cost of Arbitration.

1.60 NMML's Responsibilities

- 1.60.2 NMML shall provide an area on approx 150 square feet to the Solution Provider to set up the Server Room. The area shall be air conditioned and have de-humidifier to main relative humidity within acceptable standards. The area shall have adequate power connections (but no UPS) and lighting.
- 1.60.3 NMML shall also provide Broadband connectivity inside the Server Room. However Firewalls etc. if any would have be provided by the Solution Provider.
- 1.60.4 NMML shall also make available at least one Supervisor who shall work full time with the Solution Provider's team and shall be available in the Server Room to oversee all work and accord all routine clearances and advice.

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- 1.60.5 The working hours will be as agreed mutually between the Solution Provider and NMML. At the minimum, the Solution Provider shall be allowed to operate to multiple shifts each days and work on all days other than Government declared holidays.
- 1.60.6 Make payments for all quality assured and approved work, within a maximum period of 30 days from the date of invoice.
- 1.60.7 It is also proposed that NMML would form a committee to oversee the project; this committee would consist of The Director NMML, One Scholar, Two Technical Subject Matter Experts and One Administration / Finance Staff.

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Section 2: Terms of Reference (ToR)

2.1 Background

The Nehru Memorial Museum and Library (NMML), Delhi is a unique repository of personal memorabilia of the first Prime Minister of India, late Shri Jawaharlal Nehru. It was founded by the initiative of the Government of India under the Ministry of Culture as a gesture to pay tribute to the country's first Prime Minister in the year 1964, post Nehru's death. Apart from the various personal documents and treasures of the Nehru family, the Library is also a treasure trove of books, periodicals, photographs and various other relevant materials pertaining to the life of Jawaharlal Nehru tracing the different phases of the Indian national Movement. Apart from these historically significant documents, the library also has published and unpublished materials relating to the many progressive policies and thinking of Nehru who was a great visionary. Housed in the Teen Murti Bhavan, which used to be the Prime Minister's post independence residence, it is a premier research library, which has a stock of many rare documents and printed materials.

NMML is the biggest repository in the country for private paper and audio-visual collections of eminent individuals and social and political organizations active during the struggle for India's freedom. NMML's manuscript and historical newspaper collections run into millions of pages. It is an institute of advanced study in the area of modern and contemporary history and has one of the largest archives in the country for documents relating to the Indian freedom struggle and modern and contemporary India. The Library has been designed and developed as a centre par excellence for research on modern and contemporary Indian history. It has vast resources of books, newspapers, periodicals, microfilms, photographs and videos. The Manuscripts Division (Nehru Archives) acquires private papers of institutions and eminent Indians and at present holds more than one thousand precious collections, comprising about 24,000 boxes of papers running into millions of pages. The Archival holdings also include 838 transcripts of the Oral History interviews relating to the social and political development of modern India with special reference to our freedom struggle and over 200 hours of HDV content. The NMML has been designed and developed as a research centre for academicians, researchers & general public. Information can currently be quickly retrieved by using catalogue cards and records registers.

2.2 Brief Description of the Project

This terms of reference is for the turnkey project for implementation of a Media Asset Management (MAM) system at The Nehru Memorial Museum and Library (NMML). NMML would like to have 200 hours of HDV content to be managed, processed and stored. The stored content will have to be made available to 5 – 10 simultaneous user terminals.

The project may be considered to be divided in 2 parts. Part 1 relates to implementation of the MAM solution. Some key components of this part may be such as: Procurement of software / licences, Procurement of hardware, Customisation & implementation of the solution and providing Training. Part 2 relates to Operational Management and Maintenance services, Transition Management, Hand Holding and subsequent complete handover.

The MAM system will work as a media repository with operations such as file import / ingest, metadata tagging, accurate transcoding, high-resolution & low-resolution storage, editing and playback.

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NMML is looking for a turnkey solution provider who will set up a media asset management system for its audio visual content for easier and faster access of in-depth information.

NMML wishes to set up a Media Asset Management (MAM) system that will import content from the existing external drives and store into the MAM system, Tag the content with metadata provided by NMML and make it available to 5-10 terminals. This MAM system is to be connected to the current on-campus web server and to the IDMS (Integrated Document Management System) server as well. The MAM should function in such a manner that it is able to provide the audio video content as per the search criteria specified by the user in the IDMS.

2.3 Objectives of Media Asset Management

The objective of this project is to setup a Media Asset Management system for NMML. Content from various sources is imported / ingested into the MAM system as a high resolution file (without loss of quality). A proxy copy shall be generated and made available for browse, edit and other operations while import / ingest. A transcoder within MAM generates a frame-accurate low resolution proxy file, which will be available to users to search, view the media and metadata.

NMML wishes to implement a Media Asset Management (MAM) system that will accept content from the external drives and store into the Media Asset Management. The system will have the capability of manual addition of Metadata for use by NMML academicians and researchers.

The primary objectives of the proposed initiative are:

- a) **Improved Accessibility** – The MAM would make the NMML holdings more accessible to scholars, researchers, academics and will greatly improve the speed and convenience of accessing historical documents and information held by NMML.
- b) **Enhanced Search ability** – All holdings would be linked based on subjects, themes or any other criteria making a tremendous amount of data easily available on any subject matter for research. Any researcher looking for content on any subject or themes will have a unified access to content, thereby making the searching easier and faster.

2.4 Description of Tasks

- The HDV content is presently stored in LaCie Drives.
- The material may need to be imported/ingested via FTP using the Watch Folder method.
This imported / ingested material will need to be stored (in a format conforming to specifications below) in high-resolution storage.
- While import / ingest occurs, a frame-accurate, low-resolution proxy version of the high-resolution audio and video (compliant as per specs mentioned below) should be created. During the process, keyframes should be automatically generated (based on parameters like shot and scene change). A basic Quality Control process should also be carried out on the material that is being imported / ingested and additionally this information must also be made available for key frame generation based on parameters such as), break in timecode, loss of audio, noisy picture, sync loss, etc. The above 3 processes should happen simultaneously and should be completed within 10 seconds of the completion of import / ingest.
- Before or during the import / ingest process, a User (with appropriate rights and access) should be able to enter metadata in the mandatory fields.

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- The imported / ingested high-resolution material should reside in the designated high-resolution storage. The low-resolution versions of the video and audio, and the keyframes should be stored in the designated low-resolution and key-frame storage.
- The high-resolution material in HDV format must be stored as DV25 PAL, however the high resolution material in HD format, must be stored in HD format compliant to SMPTE standards, with stereo audio (PCM) wrapped in MXF Op1a
- The low-resolution must be stored as H.264 long GOP/Flash with AAC audio, with a minimum resolution of 320x240 at a minimum of 600kbps. Additionally, the proxy material must be time code seekable or in a frame-accurate manner.
- The transcoder must be able to handle two streams of input and output each simultaneously.
- The MAM system should be able to support industry-standard hierarchical Metadata models (such as Dublin Core), based upon ontological architecture of data and must be extensible / customizable. This will be mutually agreed upon before the grant of project.
- The proxy material should be made available to any one or all of the 5 - 10 users for search, browse, log, rough cut edit.
- The search and browse UI should be Web-browser based (should be compatible with major/ popular browsers including Internet explorer, Firefor etc..)
- The UI should be able to display, the menus, search results, and the previews/keyframes simultaneously for rapid overview of the material.
- The metadata tagging client application should be capable of allowing the user to do frame-level or time code tagging.
- The OS for the Application, Database, Encoders, High-res and low-res storage should be Linux (Enterprise Level). The client PCs (for Logging and timeline editing with Voice over) will need to have Windows XP or higher as the OS.
- The hardware should be industry-standard Server hardware with Redundant PSUs, cooling fans, etc.
- The storage for high-resolution and low-resolution should be RAID5/6 SATA/SAS with hardware RAID controller.
- The system should be field-upgradeable and scalable in the next phase to cater to increments in storage & functionality for HD /2K material etc.. Along with Video / TV the system must also have seamless integration with web, and mobile platforms should NMML choose to enhance the functionality of its library.
- The system should have REST API to enable NMML to develop customized interfaces for its own purposes.

2.5 Functionality of the MAM

The Solution proposed by the service provider must have the following functionality. The service provider is also required to comment on level of availability of these features in its proposed solution in form T-6

- The MAM should function in such a manner that it is able to provide the audio video content as per the search criteria specified by the user in the IDMS.Event based storage management

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- The MAM should provide facility for user authentication and access control as per rights defined.
- The MAM should have a flexible modular structure and should provide fast and powerful search tools
- Administration tasks can be accessed from Web UI (with appropriate access control)
- Ability to perform post-search filtering of the search results without manual refresh
- The MAM should support browse player in web-based User Interface.
- Capable of being extended to a complete video workflow - from the camera situation, to final play-out on TV, web, phones and other devices.
- The platform foundation should provide a rich feature set for recording tapes and feeds, rough-cut editing for users, and integration with third party craft editing tools such as Avid Media Composer and Apple Final Cut Pro NLEs.
- The Video Production package should accommodate video production workflows, including archiving. Search, browse, and edit content through a web interface, support for third party integration and expandable storage (including tape-based options). .
- The HDV content is presently stored in LaCie Drives.
- The material may need to be imported / ingested via FTP using the Watch Folder method.
- This imported / ingested material will need to be stored in the storage at DV25 material with MXF Op1a file wrapper and conforming to the high-resolution material specifications mentioned below This imported / ingested material will need to be stored (in a format conforming to specifications below) in the high-resolution storage.
- While import / ingest occurs, a frame-accurate, low-resolution proxy version of the high-resolution audio and video (compliant as per specs mentioned below) should be created. During the process, keyframes should be automatically generated (based on parameters like shot and scene change).). A basic Quality Control process should also be carried out on the material that is being imported / ingested and additionally this information must also be made available for keyframe generation based on parameters such as), break in timecode, loss of audio, noisy picture, sync loss, etc. The above 3 processes should happen simultaneously and should be completed within 10 seconds of the completion of import / ingest.
- Before or during the import / ingest process, a User (with appropriate rights and access) should be able to enter metadata in the mandatory fields.
- The imported / ingested high-resolution material should reside in the designated high-resolution storage. The low-resolution versions of the video and audio, and the keyframes should be stored in the designated low-resolution and keyframe storage.
- The high-resolution material must be stored as DV25 PAL with stereo audio (PCM) wrapped in MXF Op1a
- The low-resolution must be stored as H.264 long GOP / Flash with AAC audio, with a minimum resolution of 320x240 at a minimum of 600kbps.
- The metadata tagging client application should be capable of allowing the user to do frame-level or time code tagging..
- The transcoder must be able to handle two streams of input and output each simultaneously.

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- The MAM system should be able to support industry-standard hierarchical Metadata models (such as Dublin Core) and must be extensible / customizable. This will be mutually agreed upon before the grant of project.
- The proxy material should be made available to any one or all of the 5 - 10 users for search, browse, log, cut-to-cut edit.
- The search and browse UI should be Web-browser based (Internet Explorer, Firefox, etc.)
- The UI should be able to display, the menus, search results, and the previews/keyframes simultaneously for rapid overview of the material.
- The metadata tagging client application should be capable of allowing the User do the tagging.
- The OS for the Application, Database, Encoders, High-res and low-res storage should be Linux (Enterprise Level). The client PCs (for Logging and timeline editing with Voice over) will need to have Windows XP or higher as the OS.
- The hardware should be industry-standard Server hardware with Redundant PSUs, cooling fans, etc.
- The storage for high-resolution and low-resolution should be RAID5/6 SATA/SAS with hardware RAID controller.
- The system must provide ACL-based security as part of the base package. The system must provide support for role-based Users and Groups (Archivist, Researcher, Admin, etc.) as part of the base package.
- The system must provide User Management as part of the Base package without relying on external services such as Active Directory.
- The system should be field-upgradeable and scalable should NMML decide to increase Users/Storage/functionality.
- The system should provide seamless integration with web, and mobile platforms should NMML choose to enhance the functionality of its library.
- The system should have REST API to enable NMML develop customized interfaces for its own purposes.
- **All the Server(s) installed at the Server Room, must have an uptime of 99.5%. If the production server/ Web server is down the stipulated time measured on a monthly basis, a penalty of Rs 500/- (Rs Five hundred only) per day will be imposed.**

2.6 Deployment of Personnel

- **The Service provider must deploy one Media Asset Management Specialist on a full time basis and one ICT / MAM Infrastructure specialist on intermittent basis (as and when required) on the project. The Media Asset Management Specialist would work full time at NMML office during the implementation / operationalisation phase of the project (16 weeks).**
- CVs of such personnel may be submitted along with proposal in the format mentioned in “Technical proposal submission forms” section of this RfP for evaluation.

2.7 The Solution provider's scope of work includes but is not limited to:

- **Setting up of a fully equipped Media Asset Management server room in NMML for carrying out import / ingest of the HDV content.**

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- The Solution provider will have to bring in (including but not limited to):
 - All the required computer equipment (computer hardware, network equipment, Server Racks, UPS, etc), and software required to set up a Media Asset Management system. The Team which will carry out the task of setting up of a Media Asset Management system.
 - The Team which will be responsible for provide operational and maintenance services for Phase 2 of the project.
- **The Solution Provider would be responsible for the safe upkeep and maintaining the highest level of confidentiality of all physical and electronic records both within the MAM Centre as well as its own premises (if any item are taken there for some processing).** *In case ANY media content is found stolen, copied, damaged, corrupted, made use of in any form by anybody other than PMC / NMML, the Solution Provider shall be held liable for civil / criminal proceedings and may lead to immediate termination of the contract, at the sole discretion of NMML. For this clause, all acts of employees, associates, representatives, agents etc. of the Solution Provider shall be automatically deemed as acts committed by the Solution Provider.*
- All equipments and their specifications related to setting up of Media Asset Management system as well as connectivity with the Web server, IDMS and 5 - 10 on campus terminals would be suggested by the selected Solution Provider as part of its Technical Proposal.
- The specifications of the ten terminals and the networking equipment required to connect the MAM system to the terminals have to be provided in advance.
- The proposed solution should have high availability and reliability, should be scalable and flexible to accommodate mutually agreed upon business and operational changes in future.
- It may be understood clearly that the Solution Provider is *only* required to provide the complete IT Infrastructure *within* the MAM Centre and *not* for what is required to be used outside the Server Room by NMML / Users.
- The Solution Provider is required to train approximately 12 staff / academicians / associates of NMML in using the MAM system

2.8 NMML's Responsibilities:

- NMML will only provide the basic infrastructure like space, power, lights, fittings and furniture, an internet connection, and HVAC.
- **NMML shall provide the desktops for running the Ten client terminals.** No other hardware or software infrastructure will be provided by NMML. The Solution Provider will have to bring in all necessary equipments required for the performance of task.
- It is also proposed that NMML would form a committee to oversee the project; this committee would consist of The Director NMML, One Scholar, Two Technical Subject Matter Experts and One Administration / Finance Staff.

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2.9 Stipulated Duration of the Assignment:

- The proposed completion time for the supply, installation, training and operationalisation of the entire software and hardware (MAM) Solution (called the Operationalisation Phase) is 16 weeks from the date of start of project.
- Following the completion of the Operationalisation Phase, the Solution Provider will have to provide comprehensive support and maintenance for all software, hardware and networking equipment for a period of 1 year (called the Maintenance Phase).

2.9 Minimum Eligibility Criteria

Only firms that meet the minimum eligibility criteria as mentioned under should submit a proposal. Proposals of firms that do not meet these criteria will not be eligible for evaluation.

The bidding firm should have:

Eligibility Criteria	Proof Required to be Submitted as part of Technical Proposal
At least three years of proven experience in setting up and managing digital media properties such as web portals, mobile portals and mobile applications.	Projects Sheets, as per Form
A Minimum Average Turnover of Three Crore for the past three years	Financial Statements - Audited Profit and Loss Account and Balance Sheet for last three years.
Experience of executing at least one similar project (video import / ingest, restoration, Metadata entry and Training) with a Contract Value of Minimum Rupees One Crore.	Copy of relevant contracts.
The bidding firm must not be blacklisted by any government/ government agency/ government body or institution.	Self Affidavit, signed by the Authorized Signatory / Head of the Bidding Firm.

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Section 3: Evaluation of RFP and Selection Process

The following is the Bid process/ evaluation methodology that will be adapted by NMML for appointment of service provider for Turnkey Project for Media Asset Management System for Audio Visual Content.

3.1 Issue of RFPs

RFP and ToR document will be available for interested parties to download from NMML's website (www.nehrumemorial.com).

Interested firms who meet the minimum eligibility criteria as mentioned in Section 2 should submit a Full Technical and Financial Proposal.

The selection of Bidder would be based on Quality-and Cost-Based Selection (QCBS) 80:20 method.

Single Stage – Two Envelope Procedure: Bidders should submit two sealed envelopes simultaneously, one containing the Technical Proposals and the other the Financial Proposal, enclosed together in an outer single envelope.

3.2 Opening the Technical Proposal

The Technical Proposals will be opened initially at the date and time specified in the Data Sheet. The Financial Proposal will remain sealed and will be held in custody by NMML. The Bidders may be asked to give a presentation and product demo of the MAM software before the Project Evaluation Committee.

3.3 Rating of Technical Proposal

The evaluation committee shall check each proposal whether it meets the minimum eligibility criteria, the proposals that do not meet the minimum eligibility criteria will be summarily rejected. Technical Proposals of firms that meet the eligibility criteria shall be evaluated on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and rating system. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score as indicated in the Data Sheet.

3.4 Opening of Financial Proposal

Financial Proposals of firms that meet the eligibility criteria shall be opened publicly in the presence of the Consultants' representatives who choose to attend. Attendance, however, is not mandatory. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants and the ADB.

If required, The Client's representative will provide attendees with details of applicable currency exchange rate which will be used to compute US dollar equivalents during evaluation of Financial Proposals.

3.5 Rating of Financial Proposals

For arriving at the overall cost for any bid the total of Transaction Based Costs and the One Time Costs, as per Form F1 shall be added together to arrive at the Total Cost of Ownership (TCO)

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The lowest evaluated TCO will receive the maximum score of 1,000 marks. The score for each TCO is inversely proportional to its financial bid and will be computed as follows:

$$S_f = 1,000 \times F_m / F$$

where: **S_f** is the financial score of the Financial Proposal being evaluated,
F_m is the ETP of the lowest priced Financial Proposal,
F is the ETP of the Financial Proposal under consideration.

3.6 Final Selection

Following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by normally applying a weight as specified in the data sheet (i.e., 80%:20%) respectively to the technical and financial score of each evaluated qualifying Technical and Financial Proposal and then computing the relevant combined total score for each Consultant.

After such final ranking, the first-ranked Consultants will be invited for contract negotiations.

3.7 Contract Negotiations

Negotiations would not in any way substantially alter the TOR, and would be within the estimated cost of the assignment.

The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all experts named in its proposal in the absence of death or medical incapacity. Failure in satisfying such requirements may result in the Client proceeding to initiate the negotiation process with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract

3.8 Signing of Contract

Successful negotiations conclude with signing of the contract. If NMML and the Bidder cannot reach agreement, NMML may terminate negotiations with the first ranked bidder and start negotiations with the next ranked Bidder until an agreement is reached.

3.9 Notice to Proceed

NMML will also issue a notice to proceed (NTP) to the Bidder or individual as soon as possible after signing of contract. The Bidder will have to commence services within a maximum period of one week from the date of issuance on NTP.

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidders (Bidders) who submitted the proposals or to any other persons not officially concerned with the process until the signing of contract.

3.10 Right to Hire More than one Bidder

NMML reserves the right to hire additional Bidders if the selected Bidder is unable to deliver the promised output and quality within specified time.

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Section 4: Criteria for Evaluation

4.1 Evaluation of Technical Bids

The technical evaluation shall be carried out as per the evaluation criteria given in the table below. The Bidders are requested to carefully see the documentation required to be submitted along with their technical proposal. Any Bidder who does not provide the requested information may not be considered for evaluation.

Sl. No	Evaluation Criteria for Technical Proposals	Marks Alloted	Proof Required to be submitted along with Technical Proposal
1	Experience and track record of Solution Developer		Project Sheets, as per Form T4: Experience of Similar Assignments
	No. of Major Clients / Sites at which this Solution has been installed.	50	
2	Experience and track record of Solution Provider		
	No. of Orders of Similar Value and Scope (Value more than USD 0.1 million)	50	Contract Copies
	Experience in setting up and managing digital media properties such as web portals, mobile portals and mobile applications	50	Project Sheets, as per Form T4: Experience of Similar Assignments
3	Financials of Solution Provider		
	Total Turnover (in last three years)	50	Financial Statements - Audited Profit and Loss Account and Balance Sheet for last three years.
4	Team Proposed by Solution Provider - Media Asset Management specialist		
	General Qualifications	30	Resume as per Form T11: Curriculum Vitae (CV) for Proposed Experts
	Experience on MAM Projects	50	
	Project Experience in Govt Projects	20	
5	Team Proposed by Solution Provider - ICT / MAM Infrastructure specialist		
	General Qualifications	30	Resume as per Form T11: Curriculum Vitae (CV) for Proposed Experts
	Experience on MAM Projects	20	
	Experience on ICT Infrastructure	50	
6	Proposed Solution		

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	Functional Coverage of the Proposed Solution	250	Form T6: Functionality of MAM
	Usability Aspects of the Proposed Solution	100	User Manual of the MAM Software
	Proposed Approach and Methodology and Work Plan	50	Form T7: Project Approach, Methodology and Innovativeness
	Quality of the proposed Hardware Solution (Including - Server, storage, network equipment, UPS, etc)	200	Form T8: Equipment Proposed to be installed at NMML
Total Marks		1000	

The technical proposals will be evaluated by a committee appointed by NMML and they will appropriate marks to each bid as per the above mentioned criteria. At this stage all bids will be considered unless any bid does not meet the qualification criteria or has submitted a bid without being invited to bid or is not in accordance with the conditions mentioned in this document.

Only those Bids which score a minimum of 750 marks during the technical evaluation shall be considered for financial evaluation.

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Section 5: Payment Schedule and Terms

5.1 The payment schedule for various components of the project is mentioned below.

S.No.	Component	Payment %age
1	After NMML receives delivery on NMML premises.	30%
2	Post approval of installation and completion report.	40%
3	Post completion of Training and user Acceptance Test	20%
4	Successful Operation for 12 Months after successful completion of installation.	10%
Total		100%

5.2 Method of Billing

To receive payments, the Bidder must submit an appropriately itemized invoice to NMML for services performed. Invoices are to be sent in triplicate to NMML along with all supporting documents approved by PMC. The Contract Number (or Purchase Order Number, if applicable) must be included on the invoice.

5.3 Method of Payment

NMML agrees to pay the Bidder no more frequently than monthly for services rendered for the contract period in accordance with the amounts specified in this Contract. NMML may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any invoice to such extent as NMML may deem necessary to protect NMML from loss on account of:

- a) Unsatisfactory work performed;
- b) Failure of the Bidder to make required payments to consortium partners
- c) Damage to NMML property or related liability
- d) Subcontracting without NMML's written approval
- e) Any act by Solution Provider or its personnel which compromises the NMML Holdings' safety, confidentiality or access rights.

The Bidder is responsible for completing the scope of work specified in this Contract. NMML may withhold final payment until all services, reports and/or other deliverables specified herein have been completed in a form satisfactory to NMML

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Section 6: Submission Forms

Note: All Forms / Formats given in this Request for Proposal MUST be duly filled in and submitted as part of Bidders Proposal. Failure to submit even a single Form or submitting any incomplete form will lead to automatic disqualification of the entire bid.

2.1 General Submission Forms

S. No	Criteria	Submission List	Attached with no deviation (Y/N)
1.	Covering Letter	Form T1	
2.	Certificate as to Corporate Principal	Form T2	
3.	Letter of Association	Form T14	
4.	Memorandum of Understanding (MOU)	Form T3	
5.	Receipt of Purchase of RFP document for Rs.5,000/- (non refundable)		
6.	EMD of Rs. 1,00,000/- (refundable)		

6.2 Technical Proposal Submission Forms

S. No	Criterion	Submission List
1	Experience of undertaking similar assignments	Form T4 Form T5
2	Functionality of Software	Form T6
3	Approach and Methodology	
4	Project Approach, Methodology and Innovativeness	Form T7
5	Equipment Proposed to be installed at NMML (Hardware)	Form T8
6	Work plan and Project Management	Form T9 Form T12
7	Personnel (CVs) ¹	Form T10 Form T11
8	Team Leader	Form T11
9	Key Experts	Form T11
10	Deviation/ No Deviation Confirmation	Form T13

6.3 Financial Proposal Submission Forms

S. No	Criteria	Submission List
1	Summary of Costs	Form F1

¹ The Bidder is required to submit resumes (CVs) of all key personnel it plans to mobilize for work at NMML

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Form T1: Covering Letter

[Location, Date]

To,
The Director,
Nehru Memorial Museum and Library,
Teen Murti House, New Delhi 110011.

Dear Madam

We, the undersigned, offer to provide the Services for “*Turnkey Project for Media Asset Management System for Audio Visual Content of the Nehru Memorial Museum & Library*” in accordance with your Request for Proposal dated [Insert Date]. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with/as a Joint Venture: [Insert a list with full name and address of each joint venture partner]². Attached is the following documentation: [Letter(s) of association of consortium members or Joint Venture Agreement].

- a) We hereby declare that we have fully read, understood and unconditionally accepted the entire scope of work and all terms and conditions of this RFP document **(the revised version issued by NMML after the Pre Bid Conference)**. [In case of any deviation or non conformance with any proposed clause, please find attached a separate letter highlighting the rationale for proposing such deviations]. We also declare that we will abide by the details provided to NMML.
- b) We hereby declare that all the information provided and statements made in this Proposal are true and accept that any misleading information contained in it would lead to our disqualification.
- c) We confirm that all personnel named in the tender will be available to undertake the services. If due to any unforeseen situation such personnel are not available, we shall make available personnel of similar or better credentials which only when approved by NMML, shall be deployed for the project.
- d) We undertake, if our Proposal is accepted, to initiate the MAM software implementation related to the assignment not later than the Mobilization Date indicated in the Bid Data Sheet.
- e) If our Bid is accepted, we commit to providing a Performance Security as specified in Bid Data Sheet for the due performance of the Contract;
- f) We undertake that if selected, we will implement the MAM software within NMML with all the required hardware, software and support services within the pilot phase and carry out all implementation work within NMML premises.
- g) We undertake that we shall not subcontract any part or component of work assigned in this contract to any individual, firm or entity, without the prior written permission of NMML and that such permission shall be granted in very rare cases and at the sole discretion of NMML.
- h) We undertake that all stages and at all times, we will be fully responsible for - maintaining the confidentiality of all artefacts, assuring their safe upkeep, and assuring that no artefact (either in physical or electronic form) shall be copied, reproduced, used or allowed to be used for any purpose, other than as stated in the NMML contract.
- i) Breach of any of the above clauses will entitle NMML to immediately terminate this contract and make us liable for any civil and criminal proceedings.
- j) We understand and accept NMML is entitled to accept or reject any proposal without assigning any reason(s).

Yours sincerely,

Authorised Signature [In full and initials]:

Name and Title of Signatory:

Name and Address of Bidder:

² [Delete in case no association or Joint Venture is proposed]

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Form T2: Certificate as to Corporate Principal

CERTIFICATE AS TO CORPORATE PRINCIPAL

(To be signed by any of Board Director or Company Secretary, duly authorised)

I _____ certify that I am _____ of the Company under the laws of _____ and that _____ who signed the above tender is authorized to bind the Company / Bidder by authority of its governing body.

Signature: _____

Full Name: _____

Address: _____

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Form T3: Memorandum of Understanding (MOU)

- *MOU is required only in case the consortium vendors are forming a Joint Venture.*
- *The Solution Providers can submit an existing MOU also, but in that case they will be need to furnish proof that the existing MOU is valid as on date, and it covers bidding jointly for projects like NMML.*

[This MOU needs to be entered into on or after ----. In case of existing consortiums (if the agreement was entered into before ---), the existing MOU can be submitted) It is mandatory to sign a separate LOA / MOU with each consortium partner. The MoU needs to be signed on a stamp paper of Rs. 100/-]

This Memorandum of Understanding (MOU) entered into this ____ day of _____ 200__ at _____ **Among** _____ (hereinafter referred as “ _____ ”) and having office at _____, India **Party of the First Part** And _____ (hereinafter referred as” _____ ”) and having office at _____, India **Party of the Second Part** And _____(hereinafter referred as” _____ ”) and having office at _____ India **Party of the Third Part**.

Whereas NMML has invited RFP for the Turnkey Project for Media Asset Management System for Audio Visual Content of the Nehru Memorial Museum & Library

And whereas a combination of entities who, have executed a binding Memorandum of Understanding (MOU) in the prescribed format, to enter into a Consortium, and meeting the requirements stipulated in the RFP document may submit a RFP signed by the Lead Member, which shall legally bind all the Members of the Consortium who will be jointly and severally liable for the performance and all obligations there under to NMML.

And whereas the Parties have had discussions for formation of a Consortium for this Project and have reached an understanding on the following points with respect to the Parties’ rights and obligations towards each other and their working relationship.

It is hereby as mutual understanding of the parties agreed and declared as follows:

1. M/s. Shall act as Lead Member for and on behalf of Consortium Members. The said Consortium Members further declare and confirm that we shall jointly and severally be bound and shall be fully responsible unto NMML for the successful performance of the obligations under the RFP and resulting Contract(s) submitted / executed by the Lead Member in the event of the selection of Consortium.
2. The Lead Member is hereby authorized to:
 - i. Sign and submit the RFP on behalf of consortium members pursuant to the RFP initiated
 - ii. In the event, the consortium being selected as the Bidder to NMML, to enter into the resulting Contract with NMML including negotiation of the terms thereof.
 - iii. To receive all payments on behalf of the Consortium from NMML.
3. In case of any breach of the stipulations of the RFP Document by the Lead Member, Consortium Members along with the lead Member do hereby agree to be fully responsible to carry out all the obligations and responsibilities under the RFP and resulting Contract.
4. It is further agreed by the Members that the sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members to NMML.
5. It is clearly understood that the Lead member shall ensure performance under the agreements and if one or more Consortium Members fail to perform its /their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Consortium Members.
6. This Consortium agreement shall be construed and interpreted in accordance with the laws of India and the court of New Delhi shall have the exclusive jurisdiction in all matters arising there under.

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In witness whereof, the Members to the Consortium agreement have through their authorized representatives executed this MOU and affixed common seal of their companies, on the day, month and year first mentioned above.

(Party of the first part) (Party of the second part) (Party of the third part)

Name*:

Designation*:

Seal:

Witness:

1

2

* Please provide the name and designation of each signatory.

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Form T4: Experience of Similar Assignments

Project Detail Sheet (Serial No.)

Project name:	Approx. value of the contract (in Rs):
Country:	Location within Country:
Name of Client:	Total No. of person-months of the assignment:
Your firms role on the project : (Lead Firm / Consortium Partner)	Approx. value of the services provided by your Bidder under the contract (in current Rs.):
	N ^o of person-months provided by your Bidder:
Start date (month/year): Completion date (month/year):	N ^o of professional person-months provided by the JV partners or the Sub- Contractors:
Address and Contact Details of Client: <i>(Please provide email and mobile number of Client's representative who can be contacted for vetting project details)</i>	
Name of Joint Venture partner or Sub- Contractors, if any:	
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved from your Bidder and functions performed indicated whether regular full-time employees of your Bidder or part-time/independent	
Narrative description of Project in brief:	
Description of actual services provided by your Bidder in the assignment: Also mention the type of historical records digitized on the project, if any.	

- For MAM provide ONLY TEN BEST MAM PROJECTS EXECUTED IN LAST 5 YEARS
- Wherever possible, please enclose contract letters, project completion certificates and other similar to provide documentary evidence for the Project Details Sheets that have been submitted.

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Form T5: Credentials

(ONLY BEST PROJECTS EXECUTED IN LAST 5 YEARS)

#	Client Name & Contact Details	Project Period (in Months)	No. of Hours of Audio-Visual Content	Description of project	Implementation Name	Total Value of Project

Note:

a) S. No. (#) Of projects listed in Form T4 and Form T5 would be identical. All the projects appearing in Form T4 will appear in Form T5 in same order.

REQUEST FOR PROPOSAL (RFP) - NOT FOR PUBLIC CIRCULATION

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Form T6: Functionality of MAM

For each of the Functionality and Features outlined in the **Functionality Matrix below**, indicate your proposed solutions' status using the Responses A, B or C indicated below. Additionally for each item you may further comment regarding your response.

ABC Response Categories:

A: Available as standard feature / B: Available through Customization / C: Not Available

Based on an analysis of the responses, total marks would be calculated for the Functionality Matrix. These marks will then be converted to a score for contribution to the overall technical evaluation.

#	Feature	ABC	Comments
1	Event based storage management		
2	Flexible modular structure		
3	Fast and powerful search tools		
4	Admin tasks can be accessed from Web UI (with appropriate access control)		
5	Ability to perform post-search filtering of the search results without manual refresh		
6	Browse Player in web-based UI		
7	Capable of being extended to a complete video workflow - from the camera situation, to final play-out on TV, web, phones and other devices.		
8	The platform foundation should provide a rich feature set for recording tapes and feeds, rough-cut editing for users, and integration with third party craft editing tools such as Avid Media Composer and Apple Final Cut Pro NLEs.		
9	The Video Production package should accommodate video production workflows, including archiving. Search, browse, and edit content through a web interface, support for third party integration and expandable storage (including tape-based options). .		
10	This imported / ingested material will need to be stored in the storage at DV25 material with MXF Op1a file wrapper		
11	While import / ingest occurs, a frame-accurate, low-resolution proxy version of the high-resolution audio and video (compliant as per specs mentioned below) should be created. During the process, keyframes should be automatically generated (based on parameters like shot and scene change).). A basic Quality Control process should also be carried out on the material that is being imported / ingested and additionally this information must also be		

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	made available for keyframe generation based on parameters such as), break in timecode, loss of audio, noisy picture, sync loss, etc. The above 3 processes should happen simultaneously and should be completed within 10 seconds of the completion of import / ingest.		
12	Before or during the import / ingest process, a User (with appropriate rights and access) should be able to enter metadata in the mandatory fields.		
13	The imported / ingested high-resolution material should reside in the designated high-resolution storage. The low-resolution versions of the video and audio, and the keyframes should be stored in the designated low-resolution and keyframe storage.		
14	The low-resolution must be stored as H.264 long GOP / flash with AAC audio, with a minimum resolution of 320x240 at a minimum of 600kbps.		
15	The metadata tagging client application should be capable of allowing the user to do frame-level or time code tagging.		
16	The transcoder must be able to handle two streams of input and output each simultaneously.		
17	The MAM system should be able to support industry-standard hierarchical Metadata models (such as Dublin Core) and must be extensible / customizable. This will be mutually agreed upon before the grant of project.		
18	The proxy material should be made available to any one or all of the 5 - 10 users for search, browse, log, cut-to-cut edit.		
19	The search and browse UI should be Web-browser based (Internet Explorer, Firefox, etc.)		
20	The UI should be able to display, the menus, search results, and the previews/keyframes simultaneously for rapid overview of the material.		
21	The metadata tagging client application should be capable of allowing the User do frame-level tagging or time code tagging.		
22	The OS for the Application, Database, Encoders, High-res and low-res storage should be Linux (Enterprise Level). The client PCs (for Logging and timeline editing with Voice over) will need to have Windows XP or higher as the OS.		
23	The hardware should be industry-standard Server hardware with Redundant PSUs, cooling		

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	fans, etc.		
24	The storage for high-resolution and low-resolution should be RAID5/6 SATA/SAS with hardware RAID controller.		
25	The system must provide ACL-based security as part of the base package. The system must provide support for role-based Users and Groups (Archivist, Researcher, Admin, etc.) as part of the base package.		
26	The system must provide User Management as part of the Base package without relying on external services such as Active Directory.		
27	The system should be field-upgradeable and scalable should NMML decide to increase Users/Storage/functionality.		
28	The system must have seamless integration with web, and mobile platforms should NMML choose to enhance the functionality of its library.		
29	The system should have REST API to enable NMML develop customized interfaces for its own purposes.		

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Form T7: Project Approach, Methodology and Innovativeness

Describe the proposed approach and methodology for completing the scope of work for the project in **not more than 30 pages** (*examples, detailed notes, standard handouts, company brochures, white papers, sample manuals etc. should be included as Annexure and therefore would NOT be counted in the 30 pager limit for the main Technical proposal*)

Include all the items detailed below:

1. Project Management

Outline your approach to managing the implementation of this project keeping in mind the scope of work and the unique nature of this project. Include the following in your Project Management Methodology:

- a) Your Vision for NMML MAM
- b) Project Management Plan
- c) Project Team Structure
- d) Risk Management and Mitigation Strategy
- e) Project Tasks
- f) Project Deliverables
- g) Project Milestones

2. Audio-Visual MAM system implementation Methodology

Provide details of which all software and hardware you will be using (to execute the assignment. Break up of all relevant software required to execute the project should be provided as a Separate Annexure called **“Details of Software proposed to be Procured and Deployed”** to be included both in the Technical Proposal as well as Financial Proposal. This Annexure in Technical Proposal should only give the technical details and NOT the prices, whereas this Annexure in Financial Proposal should list out the software and hardware proposed to be procured and also give the cumulative total price.

Moreover, Break up of all relevant hardware required to execute the project should be provided as a Separate Annexure called **“Details of hardware proposed to be Procured and Deployed”** to be included both in the Technical Proposal as well as Financial Proposal. This Annexure in Technical Proposal should only give the technical details and NOT the prices, whereas this Annexure in Financial Proposal should list out the software and hardware proposed to be procured and also give the cumulative total price.

Explain how you will:

- a) Prepare and finalise the detailed functionality that needs to be implemented within the MAM solution
- b) Install, customise and operationalize the MAM solution
- c) Train NMML staff on the MAM solution

2. Quality Assurance / Quality Control

Provide the following:

- a) Describe the Quality standards and procedures that would be followed during NMML project.
- b) Describe the steps you would undertake to ensure quality assurance and control.
- c) How would you determine acceptable quality and what steps you would take if the quality is not considered up to mark?

3. MAM Technical and User Manuals

Provide examples of either published or web based technical and user manuals for the proposed MAM solution. These should be attached as an Annexure to the Technical Proposal.

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4. Training and Other Services

Please provide the following information on training and other services:

- a) Describe briefly the training which you would provide to NMML staff at NMML premises.
- b) Identify the standard training and any customized training that is available to reflect NMML needs, and include any limitations such as class sizes, locations, and time limits. (All training costs shall be a part of the total financial proposal)

5. Post Implementation Support

Detail the services offered as Post Implementation Support for the MAM including:

a) Technical support services

Outline briefly your plans to implement the following technical support services for NMML/PMC and users of the MAM software:

- i. Telephonic support.
- ii. Email support.
- iii. On-site technical support.

b) Maintenance services

Describe and explain the following:

- i. Frequency of system maintenance.
- ii. Nature of system maintenance requirements.

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Form T8: Equipment Proposed to be installed at NMML

Hardware proposed to be installed and used at NMML Server Room by the Solution Provider, at the time of commencement of the project.

#	Proposed Equipment / Device(s)	Key Specifications of Equipment / Devices(s)	Reason for Selection of Equipment / Device(s)

The specifications and features of the equipment proposed to be installed at NMML’s Digitisation Centre shall form an important criterion on which the Technical Proposal(s) shall be evaluated.

Once the contract is awarded, NMML reserves the right to replace any suggested equipment / device, with a superior one, *if NMML has reasons to believe that such equipment / device shall not be able to deliver the expected quality or volume.*

Similarly post contract award, in case the Solution Provider wishes to replace any of the equipment / device it has proposed in its Proposal with another one, it can do so only after seeking prior written approval from NMML and furnishing adequate justification for such a replacement. NMML will accord such an approval only if it is convinced that the new replacement is superior to the one proposed to be replaced.

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Form T9: Work Plan

Work Plan and Project Management

S. No	Activity	Month												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

- a) Identify major risks and risk mitigation plan at the start of project and during the project implementation by individual milestone
- b) Indicate all main activities of the assignment, including deliverables, progress reports, and other benchmarks such as approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- c) Duration of activities shall be indicated in the form of a bar chart

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Form T10: Expert Team and Summary of CV Information

Position Assigned	Name of Team Member	Consortium Partner (From)	Employment Status with Consortium Partner (full-time, or other) and duration	Education/ Degree (Year / Institution)	No. of years of relevant project experience	CV signature by (expert/ other)
(1)	(2)	(3)	(6)	(7)	(8)	(9)

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Form T11: Curriculum Vitae (CV) for Proposed Experts

1. Name
2. Position on Team
3. Present Designation
4. Area of Specialization
5. Years with Bidder
6. Date of birth
7. Education *[year]* *[name of institution and degree]*
8. Membership Of Professional Associations
9. Countries of work experience
10. Languages
11. Professional Background
[description]
12. Employment Record
[year(s) starting with *[employer]*
present position]
13. Professional Experience
[month and year *[Name of project]*
start to finish] *[Descriptive paragraph of 4-5 sentences on assignment, position held and responsibilities undertaken.]*
- ...
- ...
- ...

Certification:

I, the undersigned, certify to the best of my knowledge and belief that:

- i. This CV correctly describes my qualifications and experience;
- ii. I am/ am not in regular full time employment with the Bidder
- iii. In the absence of medical incapacity I will undertake this assignment for the duration and in terms of the inputs specified for me in the Technical Bid provided team mobilisation takes place within the validity of this Bid or any agreed extension thereof.
- iv. I have not been demobilised from any similar project in the last three years due to reasons of poor / unsatisfactory conduct / performance.

I understand that any wilful misstatement herein may lead to my disqualification or dismissal, if engaged.
[Signature of expert or authorised representative]

[Name of Expert/ Authorised signatory]

Date:
Place:

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Form T12: Resource Plan

This plan is supposed to provide details of Key Personnel that the Solution Provider plans to deploy at NMML premises as well as its own office for executing the said assignment.

S.No	Name Of Expert/ Position	<u>Expert input (in the form of a bar chart)²</u>												<u>Total Person-month Input</u>				
		1	2	3	4	5	6	7	8	9	10	11	12	n	Field	Home ³	Total	
1	<i>Full Time</i>																	
	<i>Part Time</i>																	
2																		
N																		
												Total						

1. Months are counted from the start of the assignment. For each expert indicate separately the input for home and field work.
2. Field work: work carried out at NMML's premises and Home time refers to work carried out outside NMML's premises.
3. Full time input / Part time input
4. The Solution Provider shall be held accountable for ensuring that these key professionals are deployed as per Form T12

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Form T13: Deviations/ No Deviations Confirmation

Comments & Suggestions

DEVIATIONS/COMMENTS/SUGGESTIONS OF CONSULTANT

On the Scope of Work, or any related area:

- 1
- 2
- 3
- 4

(In case of no deviations, a statement to that effect must be given)

Signature: _____

Full Name: _____

Address: _____

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Form T14: Letter of Association (LOA)

It is mandatory to sign a separate LOA / MOU with each consortium partner. LOA does not need to be on stamp paper. LOA / MOU are required again at the RFP stage also as per the format given in this RFP

<Associating Firm's Letterhead>

To:
The Director,
Nehru Memorial Museum and Library,
Teen Murti House, New Delhi 110011.

Date: 20 July 2011

From:
<Associating Firm's Name and Address>

Subject : Letter of Association with <Lead Firm>

Project : <Project Name>

Dear Madam,

With reference to the submission of proposal for the above mentioned project. <Associating Firm's name> is pleased to exclusively associate with <Lead Firm> for the captioned project and agree to provide all necessary local inputs, should the proposal be accepted.

We will take full responsibility for all the work that would be executed by us and / or hardware / software supplied by us and NMML reserves the right to hold the <Lead Firm> or / and us legally liable for any issues pertaining to poor / non-performance for the same.

We hereby authorize <Lead Firm> to represent us for all contractual issues pertaining to this project and undertake to honor all commitments made by them for the contracting and execution of the said project.

Thanks and regards,
Yours Sincerely,

<Signing Authority>
<Designation>
<Associating Firm's Name>

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Form T15: PERFORMANCE GUARANTEE FORMATS (Required only at Contract Stage)

Performance Guarantee

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid Submission]*

Contract No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Purchaser]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Equipment and Related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)³ in figures and words]* upon receipt by us of your first demand in writing declaring the Contractor to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*⁴, and any demand for payment under it must be received by us at this office on or before that date.

[In preparing this Guarantee, the Purchaser might consider adding the following text to the Form]

We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[Signatures of authorized representatives of the bank and the Contractor]

³ The Bank shall insert the amount(s) specified in the SCC and denominated in Indian Rupees.

⁴ Dates established in accordance with the General Conditions of Contract ("GCC").

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Form F1: Financial Proposal

Please ensure that you only use the Table A and B formats provided below, without any modifications, additions or deletion.

Table A – Software, Hardware equipment and services to be procured

S.No.	Software Item to be Procured	Price (Rs.)
1		
2		
3		
n		
S.No.	Hardware equipment Item to be Procured	
1		
2		
3		
n		
S.No.	Professional Services	
1		
2		
3		
n		
	Total Bid Price	

Notes

- Total price above must be All Inclusive i.e. they must include all costs, rates, taxes, duties, surcharges, etc. *except* Service Tax which shall be paid, as applicable, at prevailing rates.**
- The Solution Provider must provide complete details of ALL software, hardware and services that are required to be procured for the execution of the NMML contract. Break up of all relevant software, hardware and services required to execute the project should be provided here
- NMML requires a One Time Unlimited User License for the solution which does not compulsorily require an Annual Technical Service (ATS / AMC) fee.
- The Solution Provider must provide details of what all is included in their Technical support and ATS (both during and after the project completion) and what is chargeable as extra.