

Office of Shree Mahakaleshwar Temple Management Committee, Ujjain
(M.P.)

Request for Proposal (RFP)

For

Right of Live Darshana of Lord Shree Mahakaleshwar normal view or 360°
view for the TV (Local Cable, DTH, IP TV, Internet), Mobile App (iOS,
Android, Windows) and Website/portal platforms

RFP Notice Number -----

Date . . .2020

1. Unconditional proposals are invited on behalf of the President, Shree Mahakaleshwar Temple Committee, Ujjain (M.P.) for providing rights of Live Darshana of Lord Shree Mahakaleshwar normal view and 360° view for the following platforms TV (Local Cable, DTH, IP TV, Internet), Mobile App (iOS, Android, Windows) and Website/portal. Proposers may participate for one or all platforms according to the nature of business they deal with.

2. Place for Purchase of RFP: on eportal mptenders.gov.in Forms will be available from 28.01.2020

3. Due Date: The proposal should be submitted upto 1.00 PM of 17.02.2020 on eportal mptenders.gov.in

4. Proposal Opening Date : Proposal will be opened on 2:00 PM of 18.02.2020 at SMTMC office Ujjain (M.P.).

5. Cost of the RFP document and EMD: The cost of RFP which is non refundable is Rs. 5000/- and EMD is Rs. 100000/- payable to online on eportal mptenders.gov.in

6. Scope of Work: Rights of Live Darshana of Lord Shree Mahakaleshwar normal view and 360° view 24x7 basis for entire agreement period. For performing the task cost of appropriate Hardware, Software, Internet connectivity, power backup, other required peripheral, cabling, manpower, installation, testing and Maintenance will be born by proposer.

Separate agreement shall be made for each platform like TV (Local Cable, DTH, IP TV, Internet), Mobile App (iOS, Android, Windows) & WebSite/Portal. The Live Darshan normal and 360° view of Lord Mahakaleshwar on SMTMC official web portal and official mobile app shall be available Free of Cost for all the Devotees.

7. Period of Contract: Initially project will be assign for 3 (Three) year may extend for further one year on performance review basis by SMTMC.

Administrator
Shree Mahakaleshwar Temple Committee
Ujjain (M.P.)

Request for Proposal (RFP)

For

Right of Live Darshana of Lord Shree Mahakaleshwar normal view or 360^o view for the TV (Local Cable, DTH, IP TV, Internet), Mobile App (iOS, Android, Windows) and Website/portal platforms

**Shree Mahakaleshwar Temple Management
Committee, Ujjain (M.P.)**

DISCLAIMER

All information contained in this Request for Proposal (RFP) provided / clarified is in the good interest and faith. This is not an agreement and this is not an offer or invitation to enter into an agreement of any kind with any party. Though adequate care has been taken in the presentation of this RFP document, the interested proposers shall satisfy themselves that the document is complete in all respects.

The information published in this document is not intended to be exhaustive. Interested proposers are required to make their own enquiries and assumptions wherever required. Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects and firms submitting their RFP are satisfied that the RFP document is complete in all respects.

SMTMC reserves the right to reject any or all of the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever. SMTMC also reserves right to withhold or withdraw the process at any stage with intimation to all who have submitted their proposal in response to this RFP. SMTMC reserves the right to change/modify/amend any or all of the provisions of this RFP document without assigning any reason. Any such change would be communicated to the proposer by posting it on the websites <https://mptenders.gov.in>.

Neither SMTMC nor their employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract to the principles of resolution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the assignment, the information and any other information supplied by or on behalf of SMTMC or their employees and Proposer or otherwise arising in any way from the selection process for the Assignment.

Information provided in this document or imparted to any respondent as part of RFP process is confidential to SMTMC and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

Acronyms

| | |
|----------------|---|
| SMTMC | Shree Mahakaleshwar Temple Management Committee |
| EMD | Earnest Money Deposit |
| GoMP | Government of Madhya Pradesh |
| RFP | Request for Proposal |
| SEI | Software Engineering Institute |
| CMMI | Capability Maturity Model Integration |
| FY | Financial Year |
| CA | Chartered Accountant |
| O&M | Operation & Maintenance |
| PSU | Public Sector Undertaking |
| HR | Human Resource |
| IT | Information Technology |
| MOA | Memorandum of Association |
| AOA | Article of Association |
| STQC | Standardization Testing and Quality Certification |

Fact Sheet

| | | |
|----|--------------------------------------|---|
| 1 | RFP No. | |
| 2 | Name of the Work | Right of Live Darshana of Lord Shree Mahakaleshwar normal view or 360° view for the TV (Local Cable, DTH, IP TV, Internet), Mobile App (iOS, Android, Windows) and Website/portal platforms |
| 3 | Name of the Issuer of this RFP | SMTMC |
| 4 | Date of Issue of this RFP | 28.01.2020 |
| 5 | Last Date for Submission of this RFP | 17.02.2020 upto 1:00 PM |
| 6 | Date of Technical Presentation | 18.02.2020 on 2:00 PM |
| 7 | Place of Technical Presentation | Administrative Block, SMTMC Office, Ujjain (M.P.) |
| 8 | Date of Financial Bid opening | 18.02.2020 on 2:00 PM |
| 9 | Place of Financial Bid Opening | Administrative Block, SMTMC Office, Ujjain (M.P.) |
| 10 | Address of Communication | Administrative Block, office of Shree Mahakaleshwar Temple Management Committee, Ujjain (M.P.) |
| 11 | Cost of RFP Document | Rs. 5000/- in favor of SMTMC, on eportal mptenders.gov.in |
| 12 | Earnest Money Deposit (EMD) | Rs.100000/- (in favor of SMTMC, Ujjain submitted on eportal mptenders.gov.in |
| 13 | EMD Validity Period | Contact period (i.e. Three year) |
| 14 | Validity of Proposal | 120 days from the date of opening of proposal |
| 15 | Method of Selection | Highest Proposer |

Note

1. SMTMC reserve the right to change any schedule of any process. Please visit SMTMC website <https://mptenders.gov.in> regularly for the same.
2. Proposals must be received not later than time, date and venue as mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this process.
3. Any future Corrigenda/Information shall be posted only on our website <https://mptenders.gov.in>.
4. Rejected / disqualified Proposers would only be intimated post final selection of successful Proposer/ completion of the process. Along with such intimation, EMD retuning process would be initiated for disqualified Proposers and the same would be affected with in 30 days of issuing letter of intent to successful Proposer.

RFP Notice Number -----

Date . .2020

About this RFP

The primary objective of this document is to select the appropriate agency for providing rights of Live Darshana of Lord Shree Mahakaleshwar normal view and 360⁰ view for the following platforms TV (Local Cable, DTH, IP TV, Internet), Mobile App (iOS, Android, Windows) and Website/portal. Proposers may participate for one or both platforms according to the nature of business they deal with. This will also facilitate deployment & implementation of necessary hardware and presentation of consistent and standardized user interface plugging.

Overviews of understanding the User's requirements with highlighting features are to be excluded/included in this RFP document. The details of proposed solution, and how the proposed solution will get implemented or activities to be performed are also mentioned. Further, the detailed information about total time period for which the SMTMC will give the rights of Live Darshana are also mentioned in this document.

SMTMC required financial offer from the agencies / companies who wants to acquire Live Darshana rights for the following platforms TV (Local Cable, DTH, IP TV, Internet), Mobile App (iOS, Android, Windows) and Website/portal. The Live Darshan of Lord Mahakaleshwar normal view and 360⁰ view on SMTMC official web portal and official mobile app shall be available Free of Cost for all the Devotees. Proposers may participate for one or all platforms according to the nature of business they deal with.

2. **Place for Purchase of RFP** : on eportal mptenders.gov.in Forms will be available from 28.01.2020

3. **Due Date** : The proposal should be submitted upto 1.00 PM of 17.02 .2020 on eportal mptenders.gov.in

4. **Last Date** : Proposal received by on eportal mptenders.gov.in

5. **Proposal Opening Date** : Proposal will be opened on 2.00 PM of 18.02.2020 at on eportal mptenders.gov.in

6. **Project Commencement Date**: The project has to be start on or before . .2020 Not more than that.

- i. The Proposer withdraws its Proposal during the specified period.
- ii. Proposer does not respond to requests for clarification of its proposal.
- iii. In case of a successful proposer, the said proposer fails to sign the Agreement within 15 days form the date of SMTMC offer letter.
- iv. In case of a Successful proposer not operate as per terms and condition of this RFP.
- v. In case of a Successful proposer not start services on all platform within 15 days form signing of the contact.

8. Scope of Work: Rights of Live Darshana Normal view and 360⁰ view of Lord Shree Mahakaleshwar 24x7 basis for entire agreement period. To perform the task cost of appropriate Hardware, Software, Internet connectivity, power

backup, other required peripherals, cabling, manpower, installation, testing and Maintenance will be born by proposer.

Separate agreement shall be made for each platforms like TV (Local Cable, DTH, IP TV, Internet), Mobile App (iOS, Android, Windows) and Website/portal. The Live Darshan of Lord Mahakaleshwar normal view and 360^o view on SMTMC official web portal and official mobile app shall be available Free of Cost for all the Devotees.

Safety of all the equipment used for the above used in the temple premises or outside of the premises shall be sole responsibility of proposer.

The proposer distributes the service over the Service Platform of the Licensed Service Providers.

If the proposer charge to non-existing License Service Providers, the t charges shall be distributed in two parts one in royalty and other in maintenance charge. In all cases the charges of royalty shall not be less than the maintenance charges.

The proposer transfer 50 % of royalty received from non-existing Licensed Service Providers to SMTMC.

9. Period of Contract: Initially project will be assign for 3 (three) year may extend for further one year on the performance review basis by SMTMC.

10. Validity of Proposal: The validity of the proposal shall be 30 (Thirty) days from the date of opening of proposal.

11. Contents to be Produced: Committee has full rights on the contents to be produced by the proposer on any of the mentioned platform. Contents have to be published originally no editing will be allowed. No advertisement on or before, header or footer of live darshana shall not be allowed.

12. Offered Premium: Offered premium will be deposited in advance, no installment shall be allowed. Yearly cumulative increment shall be bear by the proposer.

13. Eligibility of Proposer: For determining the eligibility of proposer following points shall apply:

- a) The proposer may be a single entity, registered society with standing of 5 years, a firm or corporate body. Individually proposer shall not be allowed.
- b) The proposer shall not have a conflict of interest, which affects the process. Any proposer found to have a conflict of interest shall be disqualified. The SMTMC determines the situation for conflict of interest and his decision shall be final.
- c) Any organization / institution / committee / individual, has been barred from participating in any project by the Central / State Government / Local authorities or by any entity controlled by it and if the bar subsists as on opening date of proposal, shall not eligible to submit a proposal.
- d) In the last 3 (three) years, the proposer shall be neither failed to perform any contract as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration ward, nor have been expelled from any project or contract by any public entity nor have any contract terminated by any public for breach of contract.

- e) The mandatory documents enclosed with the RFP should have attestation from Gazetted Officer or an officer in PSEs or Chartered Accountant of the firms/ Companies or notary.
- f) The proposer shall have minimum 3 years of experience of providing "LIVE DARSHAN" 24x7x365 on all digital platforms including DTH and Internet.
- g) The proposer shall have executed the service with minimum 3 major shrines in India over the last 3 years.
- h) The proposer shall have 24x7x365 dedicated help desk services for minimum 3 years.
- i) Experience certificates from the clients, issued by an officer not below the rank of Chief Executive Officer / Managing Director or equivalent rank.
- j) Along with the Proposal, the Company/firm should submit an affidavit of Rs.100/- stating:

'In case any ambiguity is noticed in the document submitted at any stage, we shall be entirely responsible and liable for any action deemed fit under the law'.

All the documents enclosed with the proposal should be listed by the firms/ Companies for the purpose of furnishing declaration.

Proposer's Eligibility Criteria

Table –1

| Sr. No | Basic Requirements | Description | Documents Required |
|--------|------------------------------|--|---|
| 1. | Legal Entity | The Proposer must be a company registered under Indian Companies Act 1956 or LLP Act 2008 or the Partnership Act 1932 (Any kind of consortium is not allowed), registered with the GST Authorities and operating for the last Three years as of 31st March 2019. | Certificates of incorporation / Registration Certificate / GST / others Tax Registration |
| 2. | Nature of Work | The company should be working in the area of Information and Communication Technology / DTH Service Provider and should be a primary objective in its charter. | Certificates of incorporation / Registration along with MOA-AOA/ By - Laws stating nature of business |
| 3. | Proposer's Turnover | The Proposer should have a minimum Annual Average turnover of Rs. 10 crore (Rs. Ten Crore) in the last three financial years (FY16-17, FY17-18, FY18-19) | Audited Financial Statements along with Income Tax returns. (Also fill Annexure A-2) |
| 4. | Proposers Net worth | The Proposer should have positive Net Worth in each of the last three years (FY16-17, FY17-18, FY18-19) | CA Certificate (Also fill Annexure A-2) |
| 5. | Proposer's Experience | The Proposer must have themselves performed at least 10 web casting / Live Event broadcasting activities 24 x7 for government / PSU / Autonomous Bodies of minimum value of Rs. 25 lakh each in last 3 years | Copies of the Work order along with successful and with STQC Certificates. (Also fill Annexure A-3) |
| 6. | Black listing / | A self-certified letter by the | Self-Certification on |

| | | | |
|-----|------------------------------|--|---|
| | Terminations | authorized signatory of the Proposer that the Proposer has not been blacklisted by any Central / State Government (Central / State Government and Public Sector) | company's / firm letterhead (as attached letters) (Also Annexure A-1) |
| 7. | Registrations | The Proposer should have at least the followings Registrations: 1.GST Registration 2.PAN Card 3. PF | Copies of relevant Registrations |
| 8. | Quality Certification | The Proposer must have at least SEI CMMI Level 3 / STQC CERT-IN Certifications in last 3 years | Valid Copy of Certification |
| 9. | IT Manpower | Proposer should have at least 20 Dedicated IT resource on its payroll | HR declaration on Proposer's letterhead (Also fill Annexure A-1) |
| 10. | Dedicated Helpdesk | Proposer shall have dedicated Helpdesk services working since last 3 years | Certified evidence of existence of helpdesk shall be enclosed |

Note : Any Social Media Experience shall not consider in experience.

Technical Qualification Criteria:

- a) Technical Proposal for only those Proposers who have been found to be in compliance with the Eligibility Criteria mentioned above would be considered for further evaluation.
- b) The Technical Evaluation Committee based on technical evaluation framework mentioned shall evaluate each proposal and allot technical score as per the Technical criteria mentioned below.

Table –2

| Sr. No | Description | Maximum Score | Supporting Document |
|---------------|---|----------------------|---|
| 1. | Proposer's Turnover: The Proposer should have minimum annual average turnover of in the last three financial years Rs. 10 Cr. to Rs. 15 Cr. = 10 Above Rs. 15 Cr. And below Rs. 20 Cr. = 13 Rs. 20 Cr. and Above = 15 | 15 | Audited Financial Statements. |
| 2. | Proposer's Experience: The Proposer must have themselves experiences of providing "LIVE DARSHAN" 24x7x365 on all digital platforms including DTH and Internet excluding social media for Religious institutions / Government / PSU autonomous bodies in which minimum 3 major shrines of India shall be part of experience in last 3 years. Experience work order shall be minimum value of Rs. 25 lakh each in last 3 years. 3 major shrine of India and other amounting Rs. 25 lac to Rs. 30 lac = 10 Above Rs. 30 lac and below Rs. 40 lac = 13 Rs. 40 lac and above = 15 | 15 | Copies of the Work order along with successful completion of work |

| | | | |
|----|---|------------|---|
| 3. | IT Manpower: Proposer should have Dedicated IT resource on its payroll 20 to 30 = 10 Above 30 and below 75 = 13 75 and above = 15 | 15 | HR declaration on Letterhead |
| 4 | Help Desk: The Proposer shall have 24x7x365 help desk dedicated to Live Darshan service, with experience of operating Live Darshan services for minimum 2 years 2 to 3 = 10 Above 3 and below 4 = 13 4 and above = 15 | 15 | Certified evidence copies which established the facts |
| 5. | Safe to Web Cast / Live: As the website will be hosted on Govt. Server, the Proposer should have experience of getting the website Audited from CERT-IN Empanelled vendors / STOC compliance in last 3 years 10 to 15 = 5 Above 15 and below 20 = 7 20 and Above = 10 | 10 | Copies of Security Audit Certificates |
| 5. | Technical Presentation / Solution Evaluation by Nodal Agency / capability demonstration of Proposer | 30 | Technical Presentation |
| | Total | 100 | |

Note : Any Social Media Experience shall not consider in experience.

Technical Presentation:

As a part of technical evaluation the Proposers would be invited for a technical presentation before the evaluation committee the purpose of this presentation is to facilitate committee members to effectively comprehend the Proposer's capability and compliance on technical evaluation parameter. In the technical presentation the Proposers are expected to demonstrate the approach, methodology, team composition, training plans, adherence to time lines, and strategy including of O & M phase.

After the technical evaluation is completed, proposers who's score in technical bid 60 or more, shall be qualified for the financial bid evaluation process. SMTMC shall open only the Financial Proposals of technically qualified proposer.

Note:- If a group of proposers want to propose as a consortium, then it will be considered only if every member of consortium fulfils the above technical eligibility criteria.

14. **Amendment in RFP document:** At any time prior to the deadline for submission of proposal, the committee may, for any reason, modify the RFP document by issuance of amendment. Any amendment thus issued will be sent in writing to all those who have purchased the RFP document and a copy of amendment will be available on on eportal mptenders.gov.in and temple web portal <http://www.mahakaleshwar.nic.in/>. In order to afford the proposer a reasonable time for taking the amendment into account, or for any other reason, the committee may, in its sole discretion, extend the due date.

15. **SMTMC's right to terminate the process :**

SMTMC may terminate the RFP process at any time and without assigning any reason. SMTMC make no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by SMTMC.

16. Acknowledgement by Proposer

It shall be deemed that while submitting the proposal the proposer has:

- a) made a complete and careful examination of the RFP document;
- b) received all the relevant information from the SMTMC;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP document or furnished by or on behalf of the SMTMC relating to any of the matters referred to in this RFP document; and
- d) agreed to be bound by the undertakings provided by it under and in terms hereof.

The SMTMC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning with or relating to the RFP document or the proposing process, including any error or mistake therein or in any information or data given by the Committee.

17. Disqualification of Proposer

SMTMC has its sole discretion and at any time during the processing of RFP, disqualify any Proposer from the tendering process if the Proposer has:

- i) Submitted the proposal after the prescribed date and time of submission of bids.
- ii) Made misleading or false representations in the forms, statements and attachments submitted.
- iii) If found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc
- iv) Failed to provide clarifications related thereto, when sought.
- v) Conditional bids will be summarily rejected.
- vi) An applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.
- vii). In the case of premium rates, only rates quoted shall be considered. Any proposal containing percentage or percentage below /above the rates quoted is liable to be rejected.
- viii). A proposer shall submit the bid which satisfies each and every condition laid down in this notice, failing which, the tender will be liable to be rejected.

ix). Proposer shall not allow to use of any social media for Live Darshan, on every or any Social Media live Darshan delivery is completely under the right of SMTMC only. If any proposer found to give Live Darshan Content on social media contract shall terminate immediately.

18. The SMTMC, do not bind themselves to accept the highest or any proposal or to given any reasons for their decision.

19. GST, Octroi or any other tax on materials in respect of this Contract shall be payable by the proposer and the SMTMC will not entertain any claim whatsoever in this respect. The proposal shall be issued only to those Companies who have registered with service tax department.

20. This proposal shall form part of the Contract documents and after signing of this if any of the proposer found who deviate from the conditions mentioned in this contract proposal will not consider further more.

21. Proposer shall not use correcting fluid in the tender. If any correction becomes necessary, the same should be done by scoring off originally written rate/figures etc. and then re-writing should be done over/ under the initials of the person filling the Proposal. Use of white fluid or over-writing is not permissible anywhere in the Proposal document.

The proposer provide 50 % of royalty amount received from additional parties to the SMTMC without any delay and keep the maintenance amount with them but in no case maintenance amount exceeds to the royalty amount

22. The proposer shall ensure good conduct of the workmen at the site of work.

23 **Patent** : The SMTMC shall not liable against all third-party claims of infringement of license agreement, patent, trademark, or industrial design, intellectual property or copy rights etc. arising from use of the Goods/materials/technologies or any part thereof in India or abroad.

24 **Insurance** : The insurance shall be an amount equal to 100 percent of the value of the Goods/materials on "All Risks" valid for a period until the equipments installed in the SMTMC premises or out side SMTMC premises shall be the liability of proposer only. SMTMC is not liable for any breakage of the equipment installed at the temple site.

25. **Subcontracts**: The proposer shall notify the SMTMC in writing of all subcontracts awarded under the Contract, if not already specified in the proposal. Such notification, in the original proposal or later, shall not relieve the proposer from any liability or obligation under the Contract.

26. Termination for Default

26.1 The SMTMC, without prejudice to any other remedy for breach of Contract, may terminate the Contract in whole or in part:

- a) if the proposer continuously fails to restore/restart the services within 24 hours, or within any extension thereof granted by the SMTMC; or
- b) if the proposer takes more than 15 (fifteen) days to restore/restart fail services.

26.2 In the event when SMTMC terminates the Contract partially or whole, then the SMTMC has right to give Contract to other party without prior information and the premium amount of terminating proposer will forfeit.

27. **Applicable Law:** The Contract shall be interpreted in accordance with the laws of the Union of India and the proposer shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of the SMTMC falls.

28. **Taxes and Duties:** Proposer will be entirely responsible for all applicable present and future taxes, duties, levies, charges, license fees, etc. in connection to rendering uninterrupted services.

29. **Site preparation and installation:** The SMTMC is only responsible for the giving the space in the temple premises.

30. **Technical Documentation:** The Technical Documentation involving detailed instruction for operation and maintenance is to be delivered. The language of the documentation should be English.

31. **Sealing and marking of envelopes:** The proposer has to prepare two sealed separate envelopes. Technical details shall be kept in an envelope marked as **"Technical Details"**. The financial proposal shall be kept in a separate sealed enveloped and the envelope marked as **"Financial Proposal"**. Envelopes marked, as "Technical Details" and "Financial Proposal" shall be kept in an outer envelope marked as under:

"Request for Proposal for Live Darshan normal view and 360⁰ view of Shree Mahakaleshwar, Ujjain (M.P.)"

In the outer envelope along with "Technical Details" and "Financial Proposal" the following documents must be kept.

A. The "Technical Details" envelope must contain the following:

- I. Annexure "A".
- II. Signed copy of RFP.
- III. DD of EMD.
- IV. Documents mentioned in Table-1 and Table-2.
- V. Valid GST registration certificate.
- VI. Audited balance sheet of the company for the last 3 years.
- VII. List of works executed/ in hand in last 3 years with name and address of clients, value of works and expected commissioning dates.
- VIII. Experience certificates from the clients, issued by an officer not below the rank of Chief Executive Officer/Managing Director.
- IX. Detailed information in respect of Company's set up, technical and non-technical staff, testing equipment, service office at local level etc.
- X. Affidavit of Rs.100/-
- XI. Technical details :
 - o Network Diagram.
 - o List of equipments to be installed.
 - o Specification of equipments will used with brand name and model no.
 - o Other Technical details, if any.

B. The **"Financial Proposal"** envelope only contains the signed copy of **annexure "B"**.

32. **Award Criteria:** The authorized representatives of the SMTMC will open the **"Technical Details"** envelope first, in the presence of the proposers. Then every proposer has to be shown the demo in front of authorized committee members. The Committee will not entertain any query or clarification from the proposers

who fail to qualify. After completion of the all the demo **“Financial Proposal”** envelope of qualify proposer will be open and evaluated by the committee and decide accordingly.

33. **Liability of the Proposer:** Proposer is liable to give a feed of live web casting to the SMTMC for publishing it for official web portal as well as official mobile app for which neither SMTMC or its user will not pay any cost.

34. **SMTMC’s Right to reject any or All proposals:** The Committee reserves the right to accept or reject any proposal, and to reject all proposals at any time, without thereby incurring any liability to the affected proposer or proposers or any obligation to inform the affected proposer or proposers of the grounds for the Committee’s action.

35. **Force Majeure :** The Proposer shall not be to liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, “Force Majeure” means an event beyond the control of the Proposer and not involving Proposer’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes, act of god, riots, strikes etc.

If an event of Force Majeure continues for a period of thirty (30) days or more, the parties may, by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for goods/services already delivered or performed.

(Signature)

Name:
Designation & Authority:
Seal:

Date:
Place:
Business Address:

Agreement

Between

-----, a company incorporated under the Companies Act, 1956 having its registered office at -----, represented by its Authorized Signatory -----, age --- Years, resident of --- ----- hereinafter referred to as “-----” (which expression shall unless repugnant or contrary to the meaning or context hereof, include its representatives, successors and assigns) being the party of First Part.

First Party

And

Shree Mahakaleshwar Temple Management Committee, a temple trust under the provisions of Madhya Pradesh Shree Mahakaleshwar Temple Act, 1982 having its Administrative Office at administrative block Shree Mahakaleshwar Temple, Ujjain represented by its Authorized Signatory -----, Age ----- Years, Resident of Revenue Colony Ujjain herein after referred to as “SMTMC”

(which expression shall unless repugnant or contrary to the meaning or context hereof, include their representatives, successors-in-interest, administrators, assigns) being the party of the Second Part.

Second Party

Executed on the ----- at Ujjain (M.P.)

Period of Agreement

Effective Date : -----

End Date : -----

----- and SMTMC are hereby individually referred to as the 'Party' and collectively referred to as the 'Parties'.

WHEREAS:

- D. ----- is licensed under Section ----- to establish, install and operate a Telecommunication system to provide -----.
- B. SMTMC had issued an RFP dated ----- inviting proposals for Live Darshana normal view and 360^o view of Lord Shree Mahakaleshwar through Cable & Dish TV, Mobile & WebSite/Portal as per the terms and conditions mentioned in the said RFP, and as a result of the same has awarded the contract for the same to -----;
- C. ----- has proposed to install such equipments in the SMTMC Premises for capturing the Live Feed for offering the same to the Licenses Service Providers of ----- for exhibition of the Service over their Service Platform.
- D. SMTMC has agreed to provide a space for installation of equipments to ----- and also permitted ----- to install cameras only at garbhagrha of the SMTMC Premises and offer the Service.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS HEREIN CONTAINED, AND EACH INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS: As used in this Agreement:

"Offered Premium Fee" shall mean a fixed fee that is paid by ----- to SMTMC in advance on yearly basis with yearly cumulative increment of ----- percent considering the rights granted by SMTMC to ----- for the Live Feed in terms of this agreement.

"Back haul" shall mean carriage of the Service from SMTMC Premises to ----- - the location and onward transmission of the same to the ----- input location.

"DTH Broadcaster" Shall mean Licensed Service Provider engaged by ----- - that has a valid License granted by the Ministry of Information and Broadcasting

for providing Direct-to-home (DTH) broadcasting service in India.

“TV Channels” shall mean a Service Provider who broadcasts any television channel that has a valid License granted by the Ministry of Information and Broadcasting for providing channel broadcasting Service in India.

“Cable Operator” shall mean a Service Provider who is registered as a Cable Operator under the existing guidelines issued by the Ministry of Information and Broadcasting for providing or transmitting cable television signals in India.

“Content Aggregator” shall mean any company aggregating content from content owner/provider and onward transmission of the same to the ----- input location limiting to TV Channels, DTH Broadcasters, Web publishing, and Mobile Operator.

“License Service Provider” shall mean any person or entity to which ----- back hauls the Service for providing over the Service Platform of the Licensed Service Providers.

“Equipments” shall mean cameras, recording devices, routers and any other instruments placed by ----- in the SMTMC Premises required for back hauling the Service and any other equipment added from time to time and as more particularly described in Exhibit-A attached to this Agreement.

“Exploit” shall mean the following;

- (i) Modifying the format of the feed so as to allow its ingestion, transportation & broadcast of the Service over the Service Platform of the Licensed Service Providers.
- (ii) Modifying the format of the Service to ensure suitable reception by the Licensed Service Providers with prior approval / permission of SMTMC.
- (iii) The distribution of the Service in terms of this agreement in so far as is required to complete the act of exhibition.
- (iv) The exercise of the right to create enhancements from the Service or use part or parts of the Live Feed and SMTMC content as promotional material.

“Exhibit” shall mean communication to the subscribers of the Service, which is made available on demand over the Service Platform of the Licensed Service Providers on a continuous basis for viewing thereof.

“Intellectual Property Rights” shall mean all rights in and to trade secrets, patents, copyrights, trademarks, know-how, as well as moral rights and similar rights of any type under the laws of any government authority, domestic or foreign.

“Live Feed” shall mean the continuous audio visual normal and 360^o view of feed captured by the equipments from the SMTMC Premises and back hauled by ----- to their input location.

“SMTMC Content” shall mean:

- (i) the sound output resulting from the SMTMC Premises captured from the equipments as ambient audio or any sound track played by SMTMC over the

equipment.

- (ii) the still images derived from the video recording played by SMTMC.
- (iii) the recorded video of the LIVE FEED normal and 360° view over the equipment in the SMTMC Premises and back hauled by ----- with prior written permission.

“SMTMC Premises” shall mean the locations where the SMTMC has authorized - ----- to install the equipment at such places to take the coverage of the events conducted by SMTMC or to record the ambient audio video coming within the purview of the equipments. The location shall be as per security norms of the temple.

“Subscriber” shall mean the end customer who is granted access to the Service through the Service Platform.

“Service Platform” Shall mean the platform of the Licensed Service Providers over which the Service containing the SMTMC Content is made available by Licensed Service Providers to the Subscribers. For the sake of brevity the parties have agreed to offer the Service over the following Service Platforms:

| Service Provider | Service Platform |
|-------------------------------------|-------------------------|
| Web Publisher / Content Aggregator | Internet |
| Mobile Operators Content Aggregator | Mobile |
| TV Channel / Content Aggregator | Broadcasting |
| DTH Operators / Content Aggregator | DTH |

Any other Service Platform not included.

“Territory” Shall mean entire world.

“Brand Features” shall mean all trademarks, service marks, logos and other distinctive brand features of the respective parties that may be used in the Service with prior written permission of SMTMC.

2. SCOPE of WORK

Live feed for Darshan normal and 360° view of Lord Shree Mahakaleshwar 24x7x365 exclusively on daily basis limited to inside of garbhagrha only and published on the following Service Platform

| Licensed Service Provider | Service Platform | Publishing Point |
|----------------------------------|-------------------------|-------------------------|
| Web Publish | Internet | Free on SMTMC website |
| Mobile Operators | Mobile | Free on SMTMC apps |

| | | |
|---------------|--------------|------------------|
| | | and ----- choice |
| TV Channel | Broadcasting | ----- choice |
| DTH Operators | DTH | ----- choice |

The following agreement is established to ensure that the provision of service defined in this agreement is performed according to the specifications stated within this agreement.

3. GRANT OF RIGHTS

3.1 It is agreed between the parties that, subject to the terms and conditions of this Agreement, SMTMC hereby grants to ----- the exclusive rights to:

- (i) Back haul the Live Feed normal and 360⁰ view and the SMTMC Content and provide the same to the existing Licensed Service Providers and non-existing Licensed Service Providers after the written permission of SMTMC of ----- choice for onward Exhibition by the Licensed Service Providers to its subscribers on non-exclusive basis. A list of ----- existing Licensed Service Providers is attached as Exhibit B.
- (ii) Show Live Feed normal and 360⁰ view of Lord Shree Mahakaleshwar 24x7x365 exclusively on daily basis i.e. (365 days a Year).
- (iii) Distribute the service over the Service Platform of the Licensed Service Providers.
- (iv) Charge the non-existing License Service Providers with the condition that charges shall be in two parts one in royalty and other in maintenance charge. In all cases the charges for royalty shall not be less than the maintenance charges charged by ----- for providing the Service.
- (v) ----- transfer 50 % royalty received from non-existing Licensed Service Providers to SMTMC.

3.2 The rights granted to ----- shall not be affected, in any manner, with the change in the constitution of the SMTMC and shall be valid till the Term of Agreement.

4. SMTMC's RESPONSIBILITIES AND OBLIGATIONS

The following shall be the responsibilities and obligations of SMTMC:

- (i) SMTMC shall at its own discretion earmark the locations in the SMTMC Premises where the equipments are required to be installed by ----- for providing the Service in terms of this agreement.
- (ii) SMTMC shall not allow any third party to use the equipments without the consent of ----- which shall be limited to maintenance / installation / repair work.
- (iii) Nominate a suitable person as a coordinator to interact with -----

representatives for regular feedback and review.

- (iv) SMTMC shall permit the authorized representatives of ----- access to the premises and work there at any time of the day for providing the said services on its network and for regular maintenance work.

5. ----- RESPONSIBILITIES AND OBLIGATIONS

The following shall be the responsibilities and obligations of -----:

- (i) ----- will bear the charges/cost/recurring charges of the entire installed setup (Cameras, encoders, Switches, UPS, RACK, etc. as more particularly detailed in Exhibit A), 2mbps connectivity, Power Supply, Manpower etc.
- (ii) ----- shall bear the cost and maintenance cost of rooms where ----- equipments installed.
- (iii) ----- shall insure the equipments, installed at the SMTMC Premises, from any damage or theft. SMTMC shall not be responsible for any damage or theft or loss.
- (iv) ----- exhibit the existing list of its Licensed Service Providers with existing terms of Agreement and duration of the Agreement. Exhibit(s) shall be the part of this Agreement.
- (v) ----- shall only made Agreement with Licensed Service Provider but in no case Licensed Service Provider shall made any Agreement to other Licensed Service Provider.
- (vi) ----- shall take written permission from inform SMTMC for all its License Service Providers. and then only give the live feed.
- (vii) ----- shall not be entitled for sublicensing the rights set forth in the section 3.1 to any third party without written permission of the SMTMC.
- (viii) ----- shall provide its choice Licensed Service Provider's list (Exhibit-B) at the time of agreement and there after any Licensed Service Providers add shall be treated, as additional party and ----- shall pay royalty.
- (ix) ----- provide 50 % of royalty amount received from additional parties to the SMTMC without any delay and keep the maintenance amount with them but in no case maintenance amount exceeds to the royalty amount.
- (x) ----- shall provide complete Network diagram, IP schema, written technical documents, which include system design, and technical documents of their Licensed Service Providers and details of how the feed is published.
- (xi) ----- shall not add or remove any equipment without prior approval of the SMTMC after establishment of the service.
- (xii) ----- shall be responsible for its Licensed Service Providers Financial, Technical and all other crimes as well as breach of contact.
- (xiii) ----- shall not be permitted to put up any Advertisement or Commercial Break without the written permission of SMTMC.

- (xiv) ----- before going to agreement to any Licensed Service Provider shall take written permission to SMTMC by submitting original declaration on letterhead signed by authorized signatory of new Licensed Service Provider which clearly mentioned the term of agreement, period of agreement and details of financial aspects (such as royalty, maintenance and all hidden charges) to the SMTMC. ----- shall ensure in written that agreement party shall also bound over the terms and condition of this agreement. ----- shall also ensure in written that new agreement party has no right to make further agreement regarding scope of works. In case any agreement party of ----- further sublet the scope of work will be treated, as breach of agreement and SMTMC has right to terminate immediately the agreement and forfeiting the offer premium fee and security deposit etc.
- (xv) ----- shall ensure service quality levels & uptimes and restore downtime within 24 hours.
- (xvi) ----- shall used Licensed Hardware and Software with distribution right if any. Any violation of Licensing right for such hardware or software shall be sole responsibility of -----.
- (xvii) ----- shall be entirely responsible for all applicable present and future taxes, duties, levies, charges, license fees, etc. in connection to rendering uninterrupted services.
- (xviii) ----- shall take insurance an amount equal to 100 percent of the value of the equipments on "All Risks" valid for a period until the validity of the Agreement or till equipments remain installed in the SMTMC Premises. SMTMC is not liable for any breakage of the equipment installed at the SMTMC Premises.
- (xix) ----- is liable to give a feed of live darshana to SMTMC for publishing on SMTMC website free of cost for all Internet users. -----has no right to publish the Live Darshana normal view and 360⁰ view on any other website except SMTMC website.
- (xx) The employees of the ----- shall keeps sanctity of temple and they shall have to accept security arrangements, rituals of the temple and not to violate any rules, regulations and safety measures.

6. ACCEPTABLE PERFORMANCE LEVELS

For the provision of service as stated in this Agreement the ----- is required to provide service in ways that are acceptable to the SMTMC. These include the following:

| Service description | Performance level |
|---|---|
| Live Feed on all Service Platform | Smooth and without buffering. |
| Execution to ensure proper operation that fail over occurs as planned | Exercise is conducted that verifies proper operation of fail over |

7. WARRANTIES & INDEMINIFICATION

- (i) SMTMC warrants that it possesses the necessary authority to grant the rights to ----- in terms of clause 3.1 and is duly entitled to enter into this Agreement.
- (ii) SMTMC warrants that it possesses all the necessary rights or licenses to the SMTMC content and any underlying contained thereof.
- (iii) SMTMC represents and warrants that it is the owner of the SMTMC Premises or it has all the necessary rights to grant permission to -----
- for installation of the equipments in the SMTMS Premises without having to obtain the consent or concurrence of any other persons/ parties.
- (iv) SMTMC represents that there are not now, nor is it aware of, any liens, claims, encumbrances, legal proceedings, restrictions, agreements or understanding which might conflict or interfere with any of the licenses granted or obligations undertaken in this Agreement, or any of the representations of warranties by SMTMS contained herein.
- (v) SMTMC further warrants that where copyright or moral or performers rights subsist in respect of any copyrighted work or performance, which is part of the SMTMC Content the consent of the author or copyright owner or performer has been obtained for grant of licenses under this Agreement.
- (vi) SMTMC at its own expense, indemnifies, and shall defend and hold harmless -----, and their employees, representatives, agents against any claim, suit, action, or other proceeding including but not limited to any civil or criminal proceedings brought against -----, or a Licensed Service Provider based on or arising from :
 - (a) a claim that SMTMC Content or any part thereof infringes in any manner any Intellectual Property Right of any third party; or
 - (b) a claim that any of the SMTMC's Contents or any part thereof contains any material or information that is obscene, defamatory, libelous, slanderous or violates any person's right of publicity, privacy or personality or has otherwise resulted in any tort, injury, damage or harm to any person; or
 - (c) a breach by SMTMC of its obligations in this Agreement or any other representations and warranties as part of this Agreement;
 - (d) In any such case ----- shall; (i) provide SMTMC with prompt notice of any such claim; (ii) permit SMTMC to assume and control the defense of such action, with counsel chosen by SMTMC (who shall be reasonably acceptable to -----) provided that the SMTMC does not enter into any settlement or compromise of any such claim without ----- prior consent, which consent shall not be unreasonably withheld. Professional fee of the counsel shall be born by -----.
 - (e) ----- shall indemnify, keep indemnified and shall defend and hold harmless SMTMC, its Members, officers and employees from and against any and all losses, liabilities, damages, demand, claims, actions, judgments or causes of action, assessments, interest, penalties and other costs or expenses including, without limitation, reasonable attorneys' fee and expenses directly based upon or, arising out of, or in relation to or in connection with the breach by -----
-- of any of its obligations under this Agreement.

8. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL ----- OR IT'S LICENSE SERVICE PROVIDER BE LIABLE TO SMTMC FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM THIS AGREEMENT SUBJECT TO CONDITION THAT ----- OR IT'S LICENSE SERVICE PROVIDER SHALL LIMITED TO GRANT OF RIGHT CLAUSE 3.1, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS.

9. TERM AND TERMINATION

9.1 Term: This Agreement will become effective as of the Effective Date and Shall, unless sooner terminated for cause as provided below or as otherwise agreed, remain effective for 3(three) years from the date of Agreement and that it can only be terminated as per the provisions of Clause 9.2 below. After the expiry of Term, SMTMC is free to call fresh proposal.

9.2 Termination for Cause: The SMTMC, without prejudice to any other remedy for breach of Contract, may terminate the Agreement in whole or in part:

- (i) if the ----- continuously fails to restore/restart the services within 24 hours, or within any extension thereof granted by the SMTMC.
- (ii) if the ----- takes more than 15 (fifteen) days to restore/restart fail services.
- (iii) if the ----- violate any of the Service Platform norms.
- (iv) if the ----- extends SMTMC live feed to any third party, without SMTMC written permission.
- (v) if ----- violates security norms.
- (vi) if ----- fail to pay Offered Premium fee within 30 days of receipt of invoice from SMTMC.
- (vii) if ----- sublicensed / sublet the offered service to third party without SMTMC written consent.

In the event the SMTMC terminates the contract in whole or in part, then SMTMC has right to give Contract to other party without prior information and the offer premium fee and security deposit shall forfeit.

9.3 Suspension of Service due to Government Regulation: In the event the SMTMC is directed by the State or Central Government authority to close down the Service for a temporary period in the interest of National security, the SMTMC shall on such direction suspend the Service for such period till the time the Government Authority gives the clearance for recommissioning of the Service. For such period the Service shall remain suspended. The SMTMC shall refund / adjust only that portion of the royalty fees paid by the ----- to the SMTMC on a pro-rata basis during suspension.

10. FINANCIAL CONSIDERATION

- a) In consideration of the rights granted by SMTMC to -----, the annual offered Premium fee payable by ----- paid 100 % advance to SMTMC.
- b) ----- shall pay Royalty fees to SMTMC within 15 (fifteen) days of the Agreement with additional Licensed Service Provider not in Exhibit-B (third party).

| ----- agreement with SMTMC | | |
|----------------------------|---------------------|--|
| Platform | Premium Mode | Paid to SMTMC |
| Cable & Dish TV | Annually in Advance | Ist Year Rs. Lakhs Iind Year Rs. Lakhs IIird Year Rs. Lakhs |
| Mobile & WebSite/Portal | Annually in Advance | Ist Year Rs. Lakhs Iind Year Rs. Lakhs IIird Year Rs. Lakhs |

----- shall make payment of a security deposit of Rs. ----- - Lacs within 15 days of execution of this Agreement. This deposit shall be interest free and SMTMC shall refund the said deposit to ----- on completion of the term of the Agreement.

11. JURISDICTION

The Agreement shall be interpreted in accordance with the laws of the Union of India and the ----- shall agree to submit to the courts under whose exclusive jurisdiction the Administrative office of the SMTMC falls.

12. DISPUTE RESOLUTION

12.1 If any dispute arises between the Parties hereto during the subsistence of this Agreement or thereafter, arising out of or in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, the dispute shall be referred to Shree Mahakaleshwar Temple Management Committee for dissolving disputes, in this case the committee’s decision shall be final. In case the parties feel unsatisfied, the Parties are free to approach the courts for remedies.

12.2 However during any pendency of such disputes, both the Parties shall continue to perform their obligations under this agreement save and except the subject matter of the dispute up to complete period of this agreement not onwards.

13. CONFIDENTIAL INFORMATION

13.1 Nondisclosure and Non-use Obligation: Each party acknowledges that in the course of the performance of this Agreement, it may obtain the Confidential Information of the other party. The Receiving Party shall: (a) at all times, both during the Term and at all times thereafter, keep in confidence; (b) not use the Confidential Information of the Disclosing Party other than as necessary to perform its obligations or exercise its rights

under this Agreement; and (c) take all reasonable steps to prevent unauthorized disclosure or use of the Disclosing Party's Confidential Information and to prevent it from falling into the public domain or into the possession of unauthorized persons. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any person or entity other than its officers, employees and consultants who need access to such Confidential Information in order to effect the intent of this Agreement and who have entered into Written confidentiality agreements with the Receiving Party which protects the Confidential Information of Disclosing Party.

13.2 Legal Disclosures: A disclosure of Confidential Information (a) in response to a valid order by a court or other government body, or (b) otherwise required by law, shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that the party disclosing such information shall provide prompt written notice thereof to the other party to enable it to seek a proactive order or otherwise prevent such disclosure.

13.3 Other Permitted Disclosures. Either party may provide a copy of this Agreement to the following persons and/or entities who are under obligations of confidentiality substantially similar to those set forth in this Agreement: potential acquirers, merger partners or investors and to their employees, agents, attorneys, investment bankers, financial advisors and auditors strictly and solely in connection with the due diligence review, of such party. Either party may also provide a copy of this Agreement to: (i) the party's public accounting firm in connection with the quarterly and annual financial or tax audits, (ii) to the party's outside legal advisors in connections with obtaining legal advice relating to this Agreement, the relationship established by this Agreement or any related matters, and (iii) content licensors.

13.4 Exceptions. Confidential Information shall not include information that (a) is already known to the Receiving Party at the time of disclosure, which knowledge the Receiving Party shall have the burden of providing; (b) is, or, through not act or failure to act on the Receiving Party, becomes publicity known; (c) is received by the Receiving Party from a third party without restriction on disclosure; (d) is independently developed by the Receiving Party without reference to the Confidential Information of the Disclosing Party, which independent development the Receiving Party will have burden of providing; or (e) is approved for release by written authorization of the Disclosing Party.

13.5 Remedies. Both parties agree that any violation of this Section may cause irreparable injury to the Disclosing Party for which there is no adequate remedy at law, entitling the Disclosure Party to injunctive relief in addition to all other available legal remedies.

14. GENERAL

14.1 Any notice and other communication provided for in this Agreement shall be in writing and shall be first transmitted by e-mail or facsimile transmission, and then confirmed by postage, prepaid registered airmail or by a recognized courier service, on the address and contact number mentioned below:

-----:

-----.

Temple Management Committee

Administrator

Shree Mahakaleshwar Temple Management Committee

Ujjain (M.P.)

- 14.2 This Agreement may only amended or modified by a written document signed by both parties.
- 14.3 The Section headings/titles in the Agreement are for reference only and not intended to be part of or to affect the meaning or interpretation of this Agreement.
- 14.4 If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect;
- 14.5 This Agreement is the complete, final and exclusive statement of the terms of the agreement between SMTMC and ----- and is independent of any and all other agreements between them relating to the subject matter or otherwise hereof. This Agreement shall not be modified except in writing and executed by both parties.
- 14.6 Neither this Agreement nor the cooperation of the parties contemplated herein shall be deemed or constructed to create any joint venture or agency relationship ----- and SMTMC.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Shree Mahakaleshwar

<Name of Company>

Temple Management Committee

By :

By :

Name :

Name :

Title : Administrator

Title :

Date :

Date :

Exhibit A

List of Equipments

| Sr.No | Name of Equipment | Make | Details |
|--------------|--------------------------|-------------|----------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |

Exhibit B

List of Existing License Service Providers

| Sr.No | Name of Existing License Provider With its Authorized Representative | Address of Corporate office |
|--------------|---|------------------------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |

Annexure "B"

Financial Proposal

(To be kept in the Financial proposal envelope)

Name of Work : Right of Live Darshana of Lord Shree Mahakaleshwar normal view or 360° view for the TV (Local Cable, DTH, IP TV, Internet), Mobile App (iOS, Android, Windows) and Website/portal platforms

Date: -----

To,
The President
Shree Mahakaleshwar Temple Management Committee,
Ujjain (M.P.)

| | |
|----|--|
| 1. | Name of The Client: Shree Mahakaleshwar Temple Committee, Ujjain (M.P.) |
| 2. | Title of Assignment : Live Darshana of Lord Shree Mahakaleshwar |
| 3. | Rights of Live Darshana of Lord Shree Mahakaleshwar normal view and 360° view on TV (Local Cable, DTH, IP TV, Internet). All the hidden cost, hardware, software, man power, taxes and O & M shall be bear by proposer. Cost offered for per year : Rs _____ (Min.Rs.25.00 Lakhs) (in Word Rs _____) Yearly cumulative increment: Rs _____ (Min 15 %) (in Word Rs _____) |
| 4. | Rights of Live Darshana of Lord Shree Mahakaleshwar normal view and 360° view on Mobile App (iOS, Android, Windows) and Website/portal. All the hidden cost, hardware, software, man power, taxes and O & M shall be bear by proposer. Cost offered for per year : Rs _____ (Min.Rs.25.00 Lakhs) (in Word Rs _____) Yearly cumulative increment: Rs _____ (Min 15 %) (in Word Rs _____) |
| 5. | Scope of Work : As per Terms of Reference. |
| 6. | Period of Assignment: Three Year (Can be extended for further one year on the basis of performance review by SMTMC) |

- I. We agree to abide by the Proposal and the rates quoted therein.
- II. We agree to pay offer premium quoted above in advance and without installment to the SMTMC.
- III. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in-force in India namely "Prevention of Corruption Act 1988".
- IV. We understand that you are not bound to accept the highest/lowest or below/above or percentage proposal you may receive.
- V. The Prices mentioned above are exclusive of taxes and hidden cost. The actual taxes as applicable as per the prevailing rate at the time of invoicing shall be paid extra as per actual.
- VI. The price above should be exclusive of the cost impact owing to minimum required manpower, Hardware & Network equipments, Application, System Software, Cabling, Other required peripherals if any, also Bandwidth wherever required.
- VII. rights of live darshan on TV (Local Cable, DTH, IP TV, Internet) and Mobile App (iOS, Android, Windows) and Website/portal shell be consider separately
- VIII. for any similar offer the live rights will be allot to the firm whose technical qualification point is high

- IX. for same financial offer we first select the highest offered firm and then yearly increment if any firm whose count of offer is high and yearly increment is comparative law when offer will be allot total 3 years amount

(Signature)

Name

Complete Postal Address

Duly authorized to sign Proposal for and on behalf of

Place :

Date :

Organizational Structure

1. Name of Entity:
2. Address
 - a. Postal Address
 - b. E-mail Address
 - c. Telephone No.
 - d. Mobile No.
 - e. Fax No.
3. Name of partners / Directors in case of Partnership firm/company
 - a.
 - b.
 - c.
4. Entity Registration Certificate (Number) _____ Date _____
(Attach certified copy of the registration)
5. Permanent Account Number :
6. Registration Number and date for Service Tax:
7. Self attached copy of Memorandum of Articles of Association in case of a corporate body or Partnership Deed in case of a Firm or copy of Memorandum and Rules in case of Society.
8. Particulars of the Authorized signatory of the proposer.
 - a. Name
 - b. Designation
 - c. Postal Address
 - d. E-mail Address
 - e. Telephone No.
 - f. Mobile No.
 - g. Fax No.
9. Experience of the entity for running of any such related event.

Signature of the Proposer

Annexure A-2

Self-declaration for not being blacklisted/ termination by any Government Entity (Letter on the proposer's Letterhead)

To
The Administrative Office,
Shree Mahakaleshwar Temple Management Committee, Ujjain

Sub: Declaration for not being blacklisted/ termination by any Government Entity

Ref: RFP for Right of Live Darshana of Lord Shree Mahakaleshwar normal view or 360° view for the TV (Local Cable, DTH, IP TV, Internet), Mobile App (iOS, Android, Windows) and Website/portal platforms

(RFP No: _____ Dated: __/__/____)

Dear Sir,

In response to the above mentioned RFP I/We, _____, as _____ <Designation>_____ of M/s_____, hereby declare that our Company / Firm _____ is having unblemished past record and is not declared blacklisted or ineligible to participate for bidding by any State/Central Govt., Semi-government or PSU or terminated due to unsatisfactory performance, breach of general or specific instructions, corrupt / fraudulent or any other unethical business practices. I have read entire conditions of this RFP and hereby give my consent to work on the RFP's condition. I am fully authorized to sign this document. If, Any time any condition of this document found incorrect SMTMC has full authority to disqualify me and terminate the contract.

Yours Faithfully

[Authorized Signatory]
[Designation]
[Place]
[Date and Time]
[Seal & Sign]
[Business Address]

Annexure A-3

Financial Information of Proposer

| S/No | Financial Year | Total Turnover of the Firm | Net Worth of the Firm | Net Profit before tax |
|------|----------------|----------------------------|-----------------------|-----------------------|
| 1 | FY 2016-17 | | | |
| 2 | FY 2017-18 | | | |
| 3 | FY 2018-19 | | | |

Place & Date:

Proposer's signature and seal

Note: 1. Please attach audited Balance Sheets, Income Tax returns and CA Certificate to confirming the figures mentioned in columns.

Sincerely,

Name:

Title:

Signature.....

Date:

Company:

Seal.....

Annexure A-4**PROJECT DETAILS**

Experience of Live Darshan normal and 360° view on various digital platforms TV (Local Cable, DTH, IP TV, Internet), Mobile App (iOS, Android, Windows) and Website/portal minimum last three years.

Information may be submitted in the following format. Please attach separate sheet for each project and submit work orders & satisfactory completion certificates from the clients, issued by an officer not below the rank of Chief Executive Officer/Managing Director.

| S/No | Caption | Details |
|-------------|---|--|
| 1 | Name of the Client with address | |
| 2 | Year | |
| 3 | Project Work | |
| 4 | Project Start Date | |
| 5 | Project Completion Date | |
| 6 | Project Cost | |
| 7 | Platform (Please ✓ in check box) | 1- TV (Local Cable, DTH, IP TV, Internet) <input type="checkbox"/> 2 - Mobile App (iOS, Android, Windows) <input type="checkbox"/> 3 - Website/portal <input type="checkbox"/> |
| 8 | Weather the project is still operational | |
| 9 | If Yes in above then who is maintaining the project | |
| 10 | Name of Contact person with phone No | |
| 11 | Any other Details, if any | |

Place & Date:

Proposer's signature and seal