



1, क्वीन्स वे, कोलकाता - 700 071
1, Queen's Way, Kolkata - 700 071

विक्टोरिया मेमोरियल हाल

VICTORIA MEMORIAL HALL

(भारत सरकार के संस्कृति मंत्रालय के प्रशासनिक नियंत्रण
के तहत एक स्वायत्त संगठन)

(An autonomous organisation under the administrative control
of the Ministry of Culture, Govt. of India)

Corrigendum

Ref: Tender Notice **V.M. No.409/2024** Dated **05.03.2024**

**Bid submission start date in the schedule at page-7 of the tender notice may please be read as
18.03.2024 (10:00 AM) in place of 13.03.2024**

Other contents, terms and condition of the tender notice remain unchanged.

Please Visit www.victoriameorial-cal.org for details.

By order

☎ : 2223-1890/1891/0953/5142 • फैक्स/Fax : +91-33-2223-5142

ई-मेल/E-mail : victomem@gmail.com • वेबसाइट/Website : www.victoriameorial-cal.org



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Technical Corrigendum

Ref: Tender Notice **V.M. No.409/2024** Dated **05.03.2024**

Scope of work for Optical Fiber Line and Network: [NIT Page No. 14 (6.4)]

- OFC laying 2000M (approx.) may be read as
“OFC laying 2000M (approx.) as per specification mentioned annexure 12.18 ”

Additional Specification added under Annexure 12.18 for network components and OFC [NIT Page No. 79 (12.18)]

1. Optic Fiber Cable : 6 Core Single mode (OS2) 9/125 Fiber Cable, ITU G.652.D, ECCS Armored Uni-Tube Filled with Thyrotrophic Jelly, UV-HDPE Jacket, Strength Member 2 No. of Steel Wires embedded in HDPE Jacket (Make: DERWISER, MOLEX, COMSCOPE)
2. Fiber armored patch cord SM LC-LC duplex- (Make: DERWISER, MOLEX, COMSCOPE) as required
3. 8/16/24 port smart managed/ un managed, switch as required, considering proposed network topology by the bidder (Make: NETGEAR, CISCO or equivalent)
4. Cat 6 UTP Data Cable Consists of 4 Pair PE Insulated 24 AWG Solid Annealed Bare Copper Conductors, Cross Filler, Rip Cord and FRPVC Outer Jacket (Make: DERWISER, MOLEX, COMSCOPE) as required
5. Wi-Fi Access Point at each QR Ticket Checking /Validation Gates- POE Type (Dependency on separate UPS power source)
6. Network Topology: Ring Topology with connecting each entry gates and museum gates as well as Main and Backup server.[Our Existing fiber line between Museum to North and South Gate, can be used as fail safe connection to this network]
7. Fiber cable will be running through the HDD Duct with a depth of +-1 feet from the surface.

UPS: [NIT Page No. 84]

2 hours Power backup system for Main Server, Backup Server, Ticket Generating Pos Computers System, Wi-Fi Access Point Devices at each Validation gates. (Make: APC , Emerson, Numeric)

- Power Cables: 3 core 1.5 sq mm Armored.

LOCAL SERVER WITH NAS: [NIT Page No. 81]

Make: HP, Dell, Netapp

Other contents, terms and condition of the tender notice remain unchanged.

Please Visit www.victoriamemorial-cal.org for details.

By order



VICTORIA MEMORIAL HALL, KOLKATA

**Supply, Installation, Testing & Commissioning (SITC) of
Computerized and Online Ticketing System at Victoria Memorial Hall,
Kolkata with onsite comprehensive maintenance for five years and
daily operation and routine maintenance for five years**

Reference V.M. No. 409/2024

Victoria Memorial Hall, 1 Queens Way, Kolkata 700071, West Bengal

Supply, Installation, Testing & Commissioning (SITC) of Computerized and Online Ticketing System at Victoria Memorial Hall, Kolkata with onsite comprehensive maintenance for five years and daily operation and routine maintenance for five years

Abbreviations

1.	EMD	Earnest Money Deposit
2.	INR / Rs.	Indian Rupee
3.	SLA	Service Level Agreement
4.	T	Date of Signing of Contract
5.	TENDER DOCUMENT	Request for Proposal
6.	2 BC	Two BID system
7.	CA	Chartered Accountant
8.	PAN	Permanent Account Number
9.	GSTN	Goods and Service Tax Number
10.	PSU	Public Sector Undertaking
11.	FY	Financial Year
12.	PBG	Performance Bank Guarantee
13.	CV	Curriculum Vitae
14.	LOI	Letter of Intent
15.	EPC	Estimated Project Cost
16.	VMH	Victoria Memorial Hall
17.	JV	Joint Venture
18.	MoC	Ministry of Culture

Definitions

1.	Bidder	Bidder (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any eligible person or firm or company, including a consortium/joint venture (that is an association of several persons, or firms or companies), participating in a procurement process with a procuring entity
2.	Victoria Memorial Hall, Kolkata	Victoria Memorial Hall, Kolkata
3.	Successful Bidder	The Bidder to whom the contract is awarded and is fully responsible towards Victoria Memorial Hall, Kolkata for providing Services as per the requirements and terms and conditions specified in this 'Request for Proposal'. The term shall be deemed to include the Bidder's successors, representatives (approved by the VMH), heirs, executors

Supply, Installation, Testing & Commissioning (SITC) of Computerized and Online Ticketing System at Victoria Memorial Hall, Kolkata with onsite comprehensive maintenance for five years and daily operation and routine maintenance for five years

		and administrators, as the case may be, unless excluded by the terms of the contract.
4.	Week	Designated time frame consisting of five days i.e. Monday to Friday excluding any Public Holiday as per declared by the Victoria Memorial Hall, Kolkata
5.	Day	Any day which is not a Saturday or Sunday or a public holiday (As declared by the Victoria Memorial Hall, Kolkata).
	Project	This means “Engagement of Firm/Agency for Supply, Installation, Testing & Commissioning (SITC) of Computerized and Online Ticketing System at Victoria Memorial Hall, Kolkata with onsite comprehensive maintenance for five years and daily operation and routine maintenance for five years”
7.	Designated Authority	The Secretary & Curator, Victoria Memorial Hall, Kolkata
8.	Similar Work (SITC) of Computerized and Online Ticketing System at Victoria Memorial Hall	Similar work herein would mean SITC, Computerized Ticketing System. Similar work only for SITC
	Confidential Information	Any information, technical data or know-how (whether disclosed before or after the date of this Contract), including, but not limited to, information relating to business and product or service plans, financial projections, business forecasts, sales and merchandising, human resources, patents, patent applications, computer object or source code, research, inventions, processes, designs, drawings, engineering, or that Successful Bidder acquires otherwise under this agreement, either directly or indirectly in writing, marketing or finance to be confidential or proprietary or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary.
10	Applicable Laws	Laws and any other instruments having the force of law in India as they may be issued and in force from time to time.

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1. **DISCLAIMER AND DISCLOSURES**

Bidders shall be deemed to have full knowledge of the requirements of the work. The Victoria Memorial Hall, Kolkata (VMH) will not accept any responsibility or liability for any errors, omissions, inaccuracies, or errors of judgment with respect to information or materials provided in this Tender Document or otherwise, with respect to this Project. Although such information and materials are to the best of VMH's belief, however, their verification is the sole responsibility of the Bidder.

VMH, Kolkata has prepared this document to give background information on the captioned project to the interested bidders/agencies/contractors. While VMH has taken due care in the preparation of the information contained herein and believe it to be accurate, neither VMH nor any of its authorities or agencies or any of their respective officers, employees, agents, or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

While the purpose of this document is to provide the Bidders with information to assist the formulation of their proposals, this document does not claim to contain all the information the Bidders may require. Each Bidder must conduct its own analysis of the information contained in this document, visit the existing ticket counters of the Victoria Memorial Hall, Kolkata and carry out its own investigation into the Project, the legislative and regulatory regimes which apply thereto. Respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by VMH in submitting the Tender. The information is provided on the basis that it is non-binding on VMH or any of its authorities or agencies or any of their respective officers, employees, agents, or advisors.

The Victoria Memorial Hall, Kolkata shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution for unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender document or otherwise, including the accuracy, adequacy, completeness or reliability of the tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this tender document or arising in any way for participation in this Bid Stage. Neither the information in this tender document nor any other written or oral information in relation to the Bidding Process for implementing the Project or otherwise is intended to form the basis of or the inducement for any investment activity or any decision to enter any contract or arrangement in relation to the Project and should not be relied upon as such.

VMH reserves the right not to proceed with the project or to change the configuration of the Project, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any bidder submitting the Tender. No contractual obligation on behalf of VMH, whatsoever, shall arise from this Tender unless & until a formal contract is signed and executed by duly authorized officers of Victoria Memorial Hall and the

bidder in due course after the invitation of tenders. VMH may modify any / all the terms of this tender process giving due notification through the VMH's website (<https://victoriamemorial-cal.org/>).

VMH will not be liable for any costs incurred by the Bidders in the preparation of the Tender & its presentation. The preparation of Bidder's proposal will be made without obligation by the Victoria Memorial Hall to acquire any of the items included in the Bidder's product, or to select any Bidder's proposal, or to discuss the reasons why a particular Bidder's proposal is accepted or rejected. All information included by the bidders in their proposal will be treated in strict confidence.

The Bidders are prohibited from any form of collusion or arrangement to influence the Selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of Victoria Memorial Hall, Kolkata or to any other person in a position to influence the decision of the Victoria Memorial Hall, Kolkata, for showing any favor in relation to this document or any other contract, shall render the Bidder to such liability/penalty as the Victoria Memorial Hall, Kolkata may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Proposal Security.

This tender document and the information contained herein are **CONFIDENTIAL**.

2. NOTICE INVITING TENDER

Reference Number:

Victoria Memorial Hall, Kolkata invites online bids for **“Supply, Installation, Testing & Commissioning (SITC) of Computerized and Online Ticketing System at Victoria Memorial Hall, Kolkata with onsite comprehensive maintenance for five years and daily operation and routine maintenance for five years”**. Competent and eligible agencies/consultants/consortiums having experience of similar nature of work may download the tender documents from the Central Public Procurement Portal (CPPP): <http://eprocure.gov.in/eprocure/app> or from the Victoria Memorial Hall, Kolkata's website <https://victoriamemorial-cal.org.org/> as per the following schedule:

SCHEDULE:

Bid Document Published Date	05.03.2024	05.00 PM
Bid Document Download Start Date	05.03.2024	05.30 PM
Bid Document Download End Date	25.03.2024	05.00 PM
Pre-Bid Meeting Date For Online Meeting Link : https://meet.google.com/hma-zabx-bdw (Hybrid Mode, Conference Room, VMH)	12.03.2024	12.00 Noon
Bid Submission Start Date	13.03.2024	10.00 AM
Bid Submission End Date	27.03.2024	12.00 Noon
Technical (Techno-Commercial) Bid Opening Date	27.03.2024	01.00 PM
Financial Bid opening Date	Date for Opening of Financial Bid will be intimated through email to the technically qualified bidders.	

Bidders are advised to visit the Victoria Memorial Hall, Kolkata, and ascertain the nature and quantum of work before tendering with prior permission from the authorities of the Victoria Memorial Hall, Kolkata.

This Tender is an e-Tender and bids are to be submitted through CPP Portal <http://eprocure.gov.in> only. Bids submitted in physical forms will be summarily rejected.

The Victoria Memorial Hall, Kolkata reserves the right to amend/withdraw any of the terms and conditions in the Tender Documents or to accept/reject any or all Tenders in full or part without giving any notice or assigning any reason.

Secretary & Curator
Victoria Memorial Hall, Kolkata

3. INSTRUCTIONS TO THE TENDERERS/BIDDERS FOR SUBMISSION OF BIDS

This tender document has been published on the Central Public Procurement (CPP) Portal (URL: <https://eprocure.gov.in/eprocure/app>). The tenderers /bidders are required to submit hard copies of their bids physically at VMH. The instructions given below are meant to assist the tenderers/bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids. More information useful for submitting bids may be obtained at: <https://eprocure.gov.in/eprocure/app>

REGISTRATION: -

1) Tenderers/bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enrol" on the CPP Portal. Enrolment is free of Charge.

As part of the enrolment process, the tenderers/bidders will be required to choose a unique username and assign a password for their accounts. Tenderers/bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

Upon enrolment, the tenderers/bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

Only one valid DSC should be registered by tenderers/bidders. Please note that the tenderers/bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

Bidder then logs in to the site through the secured log-in by entering their user ID & password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS: -

(a) There are various search options built in the CPP Portal, to facilitate tenderers/bidders to search active tenders by several parameters. These parameters could include organization name,

Supply, Installation, Testing & Commissioning (SITC) of Computerized and Online Ticketing System at Victoria Memorial Hall, Kolkata with onsite comprehensive maintenance for five years and daily operation and routine maintenance for five years

location, date, value, etc. There is also an option of 'Advanced Search' for tenders, wherein the tenderers/bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

- (b) Once the tenderers/bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective "My Tenders" folder. This would enable the CPP Portal to intimate the tenderers/bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- (c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS: -

- (a) Tenderer/bidder should take into account all corrigendum published on the tender document before submitting their bids. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and contents of each of the document that need to be submitted.
- (b) Bidder, in advance, should get the bid documents ready to be submitted as indicated in the tender document / schedule.

SUBMISSION OF BIDS: -

- 1) Tenderer/bidder should log into the site well in advance for bid submission so that he/she submit the Bid in time i.e. on or before the bid submission time as per the system. Bidder will be responsible for any sort of delay due to other issues.
- 2) Tenderer/bidder has to sign and submit the required bid documents as indicated in the e-tender document.

- 3) Tenderer/bidder has to select the payment option as “offline” to pay the Tender Fee & EMD and enter details of DD/any other accepted instrument.
- 4) Tenderer/bidder should prepare the EMD instrument as per the instructions specified in the tender documents, otherwise the Tender will be summarily rejected.
- 5) The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids.
- 6) Tenderers/bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price bid has been given as a standard Offer Sheet in a specified format with the e-tender document, which is to be downloaded and to be filled by all the tenderers/bidders. Tenderers/bidders are required to download the Offer Sheet file, open it and complete their respective financial quotes and other details (such as name of the Tenderer/bidder). Once the details have been completed, the tenderer/bidder should submit it physically. In Tendering, intending tenderer/bidder can quote their rate in figures only. Therefore, the rate quoted by the tenderer/bidder in figures shall be taken as correct. The manual calculation of tenders/bids and Comparative Statement, shall be final. In case, any discrepancy is noticed, the decision of appropriate authority of Victoria Memorial Hall shall be final and binding.
- 7) The deadline will be considered as the given in the Tender Document for submission of the bids by the tenderers/bidders, opening of bids etc. The tenderers/bidders should follow this time during bid submission. The tenderers/bidders are requested to submit the tenders/bids physically to the Tender Inviting Authority (TIA) well before the bid submission end date & time.

ASSISTANCE TO TENDERERS/BIDDERS:-

- (a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority (TIA), Victoria Memorial Hall1. 1 Queens Way, Kolkata – 700 071 Phone No.: +91-33-2223-5142, Website: <https://victoriameorial-cal.org>, E-mail: victomem@gmail.com

- (b) Any queries relating to the process of bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk Ph. 1800-3070-2232.

4. INTRODUCTION

The Victoria Memorial is a large marble monument on the Maidan in Central Kolkata, having its entrance on the Queen's Way. It was built between 1906 and 1921 by the Government of India. It is dedicated to the memory of Queen Victoria, the Empress of India from 1876 to 1901.

It is the largest monument to a monarch anywhere in the world. It stands at 57 acres of gardens and is now a museum under the control of the Ministry of Culture, Government of India. Possessing prominent features of the Anglo-Indian architecture of the imperial era, it has evolved into one of the most popular attractions in the city.

The present work is about development of **“Supply, Installation, Testing & Commissioning (SITC) of Computerized and Online Ticketing System at Victoria Memorial Hall, Kolkata with onsite comprehensive maintenance for five years and daily operation and routine maintenance for five years”**

5. DOCUMENT CONTROL SHEET

1.	Tender Inviting Authority Designation and Address	Secretary & Curator Victoria Memorial Hall 1 Queens Way, Kolkata 700071
2.	a) Name of the Work	Supply, Installation, Testing & Commissioning (SITC) of Computerized and Online Ticketing System at Victoria Memorial Hall, Kolkata with onsite comprehensive maintenance for five years and daily operation and routine maintenance for five years.
	b) e-Tender Reference number	V.M No. 409/2024
3.	a) Tender document availability	Can be downloaded from https://www.victoriameorial-cal.org
	b) Cost of E-Tender	Nil
	c) Tender Validity	180 days
4.	Publication of E-Tender	05.03.2024 at 05:00 pm
5.	Date, Time & Venue for Pre-Bid meeting	<ul style="list-style-type: none"> Date & Time: 12/03/2024 at 12:00 Noon Venue: Hybrid Mode Offline – Library Building (Conference Room), Victoria Memorial Hall Kolkata Online Google Meet link https://meet.google.com/hma-zabx-bdw
6.	Last date for clarification / queries	18/03/2024 at 12:00 Noon through email to victomem@gmail.com
7.	Earnest Money Deposit	2.5% of EPC
8.	Earnest Money Deposit in favour of	In the form of DD Payable to Victoria Memorial Hall or Bank Guarantee as per Annexure 12.4 /NEFT Bank Details of Victoria Memorial Hall – Name of Bank: IDBI BANK Bank Branch: BHAWANIPORE BRANCH Branch Address: 15, S.P. MUKHERJEE ROAD,KOLKATA-700025 A/C No: 1683104000057512 IFSC Code: IBKL0001683
9.	Performance Bank Guarantee	5% of the contract Value
10.	Last date & time for submission of Bid	27/03/2024 at 12:00 Noon
11.	Date & Time for Opening of Technical Bid	27/03/2024 at 01:00 pm
12.	Date & Time for the Technical Evaluation and Presentation	Date for Technical Presentation will be intimated through email to the eligible bidders for technical evaluation
13.	Date & Time for Opening of Commercial Bids	Date for Opening of Financial Bid will be intimated through email to the technically qualified bidders.
14.	Method of Selection	2 bid system
15.	EPC	INR 100 Lacs (exclusive of GST) INR 118 Lacs (inclusive of GST)
16.	Work Completion Period	2 months

Note: All corrigendum / addendum / clarifications regarding this Tender Document shall be posted at <https://eprocure.gov.in/eprocure/app> and <https://victoriameorial-cal.org>. No other communication or advertisement will be issued. Authority will not be responsible in case any bidder fails to submit the bid in stipulated time for any reason.

Supply, Installation, Testing & Commissioning (SITC) of Computerized and Online Ticketing System at Victoria Memorial Hall, Kolkata with onsite comprehensive maintenance for five years and daily operation and routine maintenance for five years

6. SCOPE OF WORKS AND STAGES OF DELIVERABLES

Supply, Installation, Testing & Commissioning (SITC) of Computerized and Online Ticketing System at Victoria Memorial Hall, Kolkata with onsite comprehensive maintenance for five years and daily operation and routine maintenance for five years

6.1. Prototyping and approval of all material

The Victoria Memorial Hall, Kolkata authority or its nominee shall scrutinize the architecture of the network and each material for quality check and shall accord approval on the specification of all such materials. Material can be used in the development only after due approval of VMH.

6.2. Submission of Final Working Drawings including all specifications as per material

approved: The Bidder shall create detailed Work Flow Diagram, Data Flow and ER diagram using the information, specifications and requirements supplied by the VMH. Upon approval the bidder will go for final execution.

6.3. Supply/Procurement of IT, electronic and electrical hardware equipments and special exhibits.

6.3.1. The Bidder shall procure all the hardware for installation with a 5 year warranty. In case standard warranty not available, extended warranty may be purchased.

6.3.2. The Bidder shall provide required peripheral device/support hardware, if any.

6.3.3. All hardware supplied by the bidder shall be new and conform to the latest Indian Standards. All packed items shall arrive at site in original packing only. Any items found defective or damaged shall be replaced by the bidder at its own expense.

6.4. Requirements of Victoria Memorial Hall

- Number of Ticket Sales Counters: 3
- Ticket Sales Machine Required: 3 (North Gate) +3 (South Gate) +1 East Gate =7 Pcs, Specification attached in Annexure:12.18
- Ticket Validating Device Required: 1(North Gate)+1(South Gate)+1(East Gate)+1(Museum Gate+4 spare for crowded days)=8Pcs, Specification attached in Annexure:12.18
- Standby Sales Machine Required: *As per requirements
- Local server with backup server. Specification attached in Annexure:12.18
- Online software module. Specification attached in Annexure:12.18
- OFC lying: 2000M approx.
- Network Switch: As per requirement of the proposed architecture by the bidder, Specification attached with approve make in Annexure : 12.18
- Cost of all other Miscellaneous item as per the proposed architecture by the bidder

6.5. Our Ticket Categories:

- Garden Ticket -Rs30 [For all, allowed for garden visit only]
- Museum Ticket- Rs.50 [only for Indian citizen, allowed for both garden and museum visit]
- SAARC Ticket – Rs. 100 [Only for SAARC Citizen, allowed for both garden and museum]
- Foreigner Ticket- Rs. 500 [Only for Foreigner Citizen, allowed for both garden and museum]
- Our Event Ticket
- Light and Sound Show – Rs. 100 [For All Seat Limit and Show Time applied]

6.6. Ticket Generating Process

- Each Ticket should have a Ticket Number, Ticket Type, Date, Number of visitors allowed and Unique QR Code printed on it
- Should have option for various payment mode (ex. Cash/CARD/UPI etc.) during ticket printing
- Ticket Validation Process
Each Ticket to be validated on entry gate Garden, Museum by scanning QR code on Thermal Paper Ticket by a handheld Device.
- Only Museum Tickets are eligible for twice scanning. Initially it will be scanned by handheld device at Garden Entry Gate, after that Museum entry Gate.

6.7. Report Requirement:

- Sales User can print a short sale report on ticket sale machine thermal printer.
- Admin User should have option to view all sales report of all users (Mobile App / Webpage Portal).
- Admin User should have option to view daily /date range sales report of all/specific user.
- Admin User should have option to one click footfall count/sales amount report.
- Admin User should have option to view dispute ticket, which is not printed due to print error (it can be cancelled / or reprinted after admin permission)
- Admin User should have option to create ticket, Set Ticket Price, Create Event Ticket and its seat limit, online purchase quota on the system.
- Admin User should have option to export all report to in a PDF/Excel/CSV format from a computer.
- Admin user should have permission to view counter wise sales report, Cash Collection report on the system.
- Admin user should have permission to setting up user wise ticket category sales privilege on the system.
- Ticket Check /Ticket Validate User will first scan and see ticket details on mobile and manually press the button to complete validation of ticket.
- Admin user should have option to setting up online ticket details on the system.

- Ticket Refund report.
- Online collection report
- Cash Collection Report.

6.8. Daily Operation & routine Maintenance for 5 years

- 6.8.1.** The executing agency shall maintain all fit outs and hardware and software (other components installed by the agency) in good condition that are installed by the bidder in the VMH for a period of five years from the date of launch of the system. Repair and restoration of all components installed by the agency should be taken care by the agency during the period of daily operation and routine maintenance contract.
- 6.8.2.** Reporting of software defect, software bugs to the bidder, so that the bidder shall rectify the same in the allotted Turn Around Time (TAT), which shall be 24 hours. If any defect requires more than 24 hours, the bidder shall send detailed reasons to the Victoria Memorial Hall, Kolkata within the first 24 hours of the defect and this type of exception has to be allowed by VMH on a case-to-case basis.
- 6.8.3.** Reporting of hardware defect: Replacement of any non-functional equipment, the successful bidder shall replace them with same equipment or equipment with higher specification which matched with the existing setup with the approval from the appropriate authorities within 24 hours.
- 6.8.4.** Agency should keep sufficient non consumable equipments / parts / devices as backup to avoid any disruption of the ticketing system.
- 6.8.5.** Any warranty/repair claims to be done from OEM are the responsibility of the bidder.
- 6.8.6.** In case of any disruption of service the agency will sell the manual paper ticket of VMH by their own manpower with proper records. Ticket selling cannot be stopped under any circumstance.

6.8.7. Requirement of Staff

The bidder shall employ requisite staff in VMH premises for a period of five years from the date of launch of the system with biometric attendance to achieve following tasks:

(i)	Technical personnel for maintenance of all IT, hardware and equipment.	2 Persons required for the job
(ii)	Technical personnel for maintenance of all software	
(iii)	Professional Supervisor	
(iv)	Sales User * Number may vary as per requirement.	9* Persons

7. ELIGIBILITY CRITERIA

Sl. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<p>The bidder should be registered under the Companies Act, 1956 or Companies Act 2013, OR A Partnership firm registered under Indian Partnership Act, 1932. OR A Limited Liability Partnership registered under Indian Limited Liability Partnership Act, 2008 OR a duly registered Proprietorship firm OR A Consortium/Joint Venture of two or more companies who are experts in different domains OR A Hindu Undivided Family (HUF)</p>	<ul style="list-style-type: none"> • Copy of Certificates of incorporation and other related documents • Copy of Partnership Deed, if applicable • Copy of valid Registration Certificates • Copy of Agreement documents and consent letters and other documents of all the partners
2.	Work Experience	The bidders (Lead partner in case of JV/Consortium) should have minimum experience of 7 years since their establishment / inception with at least one project of similar nature of SITC of Online Ticketing System	Copies of work orders issued on them as well as copies of completion certificates of the same to establish the duration of experience
3.	Financial Turnover	<p>Average Annual financial turnover of the Bidder during any three years of the immediate last five years, ending 31st March of the previous financial year (2018-19, 2019-20, 2020-21, 2021-22 and 2022-23) should be at least Rs. 50 Lacs (50%) of the estimated cost.</p> <p>Note: In case of consortium / JV, Lead Partner should have at least 50 percent of the average annual turnover as mentioned in the tender. The JV / Consortium together, however, must have the average annual turnover of as mentioned.</p>	A separate sheet should be attached duly attested by any Chartered Accountant / Statutory Auditor as per the format given in Annexure 12.5 and Audited Balance Sheets
4.	Financial Net Worth	The net worth of the Bidder, as on 31st March 2023, should be Positive.	CA Certificate with CA's Registration Number/ Seal
5.	Technical Capability	<p>The bidder must have successfully completed similar projects as under-</p> <p>One similar work executed, of not less than Rs. 80 Lacs(80% of EPC) during the last seven years OR Two similar works executed, of not less than Rs.50 Lacs (50% of EPC) each during the last seven years OR Three similar works executed, of not less than Rs.40 Lacs (40% of EPC) each during the last seven years "Similar Work" is defined at Page No.3 in the Tender Document</p>	Letter of Intent / Work Order plus Work Completion Certificates from the client as per format given in Annexure 12.3 ;
6.	Operation and Maintenance	Minimum Two similar Projects of SITC of Online Ticketing System	Copies of the work order along with the completion

Supply, Installation, Testing & Commissioning (SITC) of Computerized and Online Ticketing System at Victoria Memorial Hall, Kolkata with onsite comprehensive maintenance for five years and daily operation and routine maintenance for five years

	experience for similar works		certificate for operation and maintenance of similar works.
7.	Human Resource Capability	Professional Supervisor (Highly Skilled) Sales User (Skilled)	Experience and credentials will be taken into account. Provide a single page Bio-data highlighting their past work experience along with the proof as per format given in Annexure 12.7
8.	Tax registration and clearance	The bidder should have a valid - i. GST Registration ii. PAN The bidder should have cleared his up to date GST dues to the Government	<ul style="list-style-type: none"> • Copies of relevant certificates of registration • GST clearance certificate from the GST Officer of the Circle concerned • (iii) Copies of the returns filed shall also be accepted.
9.	Mandatory Documents	<p>Receipt of DD/Bank Guarantee for EMD</p> <p>Authorization for the signatory signing the Bid on behalf of the Bidder by the Board of Directors/Partners of the Bidder to sign the Bid on their behalf.</p>	<p>Bank Guarantee as per the format given in Annexure 12.6</p> <p>Self-attested copy of Power of Attorney / Board Resolution executed by the bidder in favour of authorized signatory.</p>
10.	Mandatory Undertaking	Bidder should: - a) Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;	A notarized affidavit as per Annexure 12.2
		b) Not have, and their Directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;	
		c) Not have a conflict of interest in the procurement in question as specified in the bidding document.	
		d) Comply with the code of integrity as specified in the bidding document.	
		e) Not be barred/blacklisted/put on Holiday or Contract discontinued / terminated / scope curtailed / restricted due to non-performance / unsatisfactory performance	

		of assigned projects by any State Government (SG) or Union Territory (UT) or Government of India (GOI), or any of the agencies of SG/UT/GOI or any of the Universities of SG/UT/GOI as on bid due date or pending investigations, will not be eligible to participate in this Tender document.	
		Have neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement or have had any agreement terminated for breach.	

Note:

1. Any Bidder not meeting even one of the qualification criteria as mentioned below shall be summarily rejected.
2. In the case of Consortium/Joint Venture participating in this tender document, the works of all the individual members of the Consortium/Joint Venture done independently will be considered as valid work experience. All eligibility criteria need to be met by the JV/Consortium.
3. It is not essential to have the same JV partners to participate, however, if any bidder has executed the similar work as a part of a Consortium / Joint Venture in the past then the work experience of the bidder shall be considered as valid only if all the Consortium / Joint Venture partners are participating together in the present tender document also. In case the bidder has a specific financial agreement, clearly indicating the proportion of their financial involvement in the agreement with the partners of the previous JV, then only that proportion of the work experience of the JV can be considered as valid.
4. No bidder applying individually or as a member of a Joint Venture or Consortium, can be a member of another Joint Venture or Consortium. All bid evaluation criteria as mentioned in this document need to be met by the JV/Consortium.
5. The details of qualifying works/projects shall be furnished as per the proforma in given in **Annexure-12.3** and if required the bidder shall also facilitate inspection of the above qualifying project(s) by Victoria Memorial Hall officials or the authorized committee constituted by Victoria Memorial Hall to ascertain the performance of the system.
6. The Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in this Document. The Bidder must also possess the administrative capability, technical know-how and the financial wherewithal that would be required to successfully undertake the Project for the entire period of the

Contract. The Bids must be complete in all respects and should cover the entire Scope of Work as stipulated in this Tender document.

7. Only agencies/ firms who meet the given minimum qualifying criteria are eligible to apply and agencies/ firms which do not meet the necessary eligibility criteria will not be considered for further evaluations.

8. GENERAL TERMS AND CONDITIONS OF CONTRACT

1. The Agency must note that there will be no revision in the service charges of the agency during the entire period of contract. However, in case of revision of minimum wages or any other statutory charges made by the Government of India, the lump-sum composite service charges shall be revised to the extent of the liabilities arising on that account only.
2. The Registered Office or one of the Branch Offices of the tenderer should preferably be located in and around the place where the Victoria Memorial Hall is located. In case the Agency do not have such facilities, they should sign a declaration on the agency's letter head (as per Annexure-12.13) to the effect that "In case we get the contract after being technically lowest tenderer, we will open an office or hire a space to run our office within 20 km within one month of such award of contract, having regular telephone/mobile and other means of communication like fax/e-mail etc., where the Victoria Memorial Hall is located, Failure to do so on our part, our EMD and Security Deposit/Retention Money will be forfeited and the contract will be terminated forthwith."

RESPONSIBILITIES OF THE AGENCY:-

3. The Agency shall ensure that all statutory wages and allied benefits like P.F., Bonus, ESI etc., as prescribed by the Government of India from time to time, are paid to personnel deployed for the purpose of this contract. The Agency shall remain liable to the authorities concerned for compliance of the respective existing rules and regulations of the Govt. of India for this purpose and shall also remain liable for any contravention thereof. The Agency shall have to abide by the minimum wage legislations and must pay minimum wage as per law to the personnel deployed by them for the purpose in time as prescribed in e-NIT. Bonus paid to the personnel deployed shall be reimbursed to the Agency by the Victoria Memorial Hall once in a year against submission of reimbursement claim by the contractor with supporting muster roll authenticating the disbursement of bonus to the personnel deployed by them under this contract. In case the minimum wage/wage of any personnel engaged by the Tenderer/Bidder cross Rs. 21,000/- per month, such person is exempted from the purview of the E.S.I Act and no contribution to be paid/reimbursed by the Victoria Memorial Hall. In that case, insurance policy covering the risk under the Workmen Compensation Act, 1923 for this/these exempted person/personnel may be taken from nationalized insurance companies only (viz. National Insurance Co. Ltd., Oriental Insurance Co. Ltd., The New India Assurance Co. Ltd., United India Insurance Co. Ltd.) the premium amount (premium is normally calculated based on age monthly earning of such person/personnel as per the Workmen Compensation Act, 1923) will be reimbursed by the Victoria Memorial Hall to the Tenderer/Bidder. If the area of Victoria Memorial Hall is not covered under the ESI Scheme/Act, the Tenderer/Bidder is required to take an insurance policy as per the Workmen Compensation Act, 1923 for the personnel engaged in such Victoria Memorial Hall and premium amount will be reimbursed to the Tenderer/ Bidder after production of the premium receipt(s) of the personnel engaged by them. The Agency shall

provide an Indemnity Bond for Rs. 10.00 lakh (Rupees Ten lakh) only in favour of Victoria Memorial Hall, Kolkata or Fidelity Guarantee Bond for Rs. 1,00,000/- (Rupees One lakh) only for each counter in favour of Victoria Memorial Hall, Kolkata from any Nationalized Insurance Company for each person deployed by the agency in Victoria Memorial Hall for handling sale proceeds of ticket to protect Victoria Memorial Hall against any financial loss caused by any omission of any person deployed in connection with the sale of ticket to the visitors of Victoria Memorial Hall. The validity of such Indemnity Bond and Fidelity Guarantee Bond shall be revalidated by the agency before its expiry.

4. The Agency shall be responsible for making payment of minimum wage applicable as per Govt. of India or the minimum wages rates prescribed by the local Government/Authorities where the services are to be rendered, whichever is higher. Wages to be paid by the Agency to its employees deployed at the Victoria Memorial Hall for the purpose of this contract as per the provision of the Payment of Wages Act, 1936.
5. (A) The Agency shall submit the proof of having deposited the amount of contributions claimed by them on account of ESI and EPF towards the persons deployed at the Victoria Memorial Hall for the purpose of this contract in their respective names each month while submitting their GST compliant bills for the subsequent month. In order to substantiate the proof of payment, the agency must submit GST challan, ESI challan, EPF challan and copy of salary disbursement document with details of head of payment (wage allowances) and all deductions (PF, ESI, etc.) of the personnel deployed by them along with their particulars and proof of transfer of wages into the respective bank accounts of the deployed personnel to VICTORIAMEMORIAL HALL. In case EPF, ESI payment, one of the following documents shall be provided along with corresponding EPF and ESI challan:
 - (a) ECR challan along with scroll of the employees / EPFO TRRN query status with successful payment confirmation generated from official website of EPFO.
 - (b) EPF Account statement/ any authenticated document received from EPFO showing the entries of the amount credited.
 - (c) ECR challan along with scroll of the employees generated from the website of ESIC. In case non-deposit of EPF / ESI by the agency, the amount equal to the share of EPF/ESI in respect of employer and employees shall be withheld and other components of invoice shall be paid in the first instance. If the agency fails to pay the contributions of EPF/ESI in respect of employees and employer in the subsequent month then the contract may be terminated by forfeiting the security deposit of the contractor besides debarring the agency for 3 years from participating in the future e-tender process of VMH. Copies of the quarterly, half-yearly annual returns of GST, ESI, EPF and Professional Taxes shall be submitted after its submission to the concerned authorities.

6. The Agency shall pay wages to the personnel deployed by them in their respective Bank Accounts latest by the 7th of every month through e-transfer and shall produce copy of acquittance roll and bank remittance statement every month along with their bill.
7. A security deposit of minimum 5% of the annual value of contract, subject to a maximum of Rs. 20.00 lakh is to be deposited by the Agency either in the form of electronic transfer mode i.e. NEFT/RTGS (bank details are furnished in Sl. No. 5(8) of Document Control Sheet) or through demand draft/pay order drawn in favour of 'Victoria Memorial Hall, Kolkata', payable at Kolkata to cover the risk or any loss caused to the Victoria Memorial Hall due to fraud, theft, pilferage etc., the responsibilities for which are attributable, directly or otherwise, due to the negligence or inefficiency on the part of the agency or personnel deployed by them for the purpose of the contract, or any breach of contract of whatsoever nature or on the part of the agency. In the event of any such occurrence and/or breach of contract, the amount of compensation, as assessed by the Victoria Memorial Hall shall be final and binding on the bidder/tenderer and the same shall be recovered either from the bill for monthly service charges due to the Agency or from their security deposit at the discretion of the competent authority of Victoria Memorial Hall.
8. The Security Deposit will be refunded to the successful contractor (without any interest) after six months of the expiry of the contract only on the satisfactory performance of the contract and on fulfilment of all statutory obligations and payments.
9. During the period of this contract, the Agency shall provide proper and adequate service as per the scope of work and perform their duties diligently, honestly and to the entire satisfaction of the Victoria Memorial Hall. The Agency shall constantly keep in touch with the Victoria Memorial Hall regarding their services and abide by all instructions and directives issued by the authority of the Victoria Memorial Hall in this regard. The Agency shall give or provide all necessary superintendence during the execution of the job for proper fulfilment of their obligations under the contract.
10. The Agency shall maintain all relevant registers, documents in the premises of Victoria Memorial Hall, as per proper format prescribed under the concerned Acts and/or as required by Victoria Memorial Hall, which may have to be presented for inspection of the concerned Labour Authorities/ Authorities of Victoria Memorial Hall. The agency shall also put up a notice board displaying the minimum wages applicable at the place of service prescribed by the Government of India or local authorities (whichever is higher) from time to time.
11. The Agency shall maintain complete official records of disbursement of wages/salary showing specifically details of all deduction such as ESI, EPF, Professional Tax etc. in respect of all the persons deployed in the premises of Victoria Memorial Hall. The agency shall maintain separate personal files in respect of all its persons, who are engaged for the purpose of this contract. The

personal files shall consist of personal details such as name, address, date of birth, residential address (both present and permanent) and all grievances recorded by the person(s) vis-a-vis action taken etc.

12. The Agency shall ensure compliance of all Acts, Rules and statutory orders in force with regard to deployment of their staff in the premises of the Victoria Memorial Hall for the purpose of this contract and shall keep the Victoria Memorial Hall indemnified against any liabilities arising out of non-compliance of any of the Acts, Rules or Orders on their part and any liability, claims, losses or damages sustained by them for reasons of any breach of contract, wrongful act or negligence of the agency or any of its personnel engaged for the purpose of this contract.
13. The personnel deployed by the agency for carrying out the work under the contract shall not claim, in any way, that they are the employees of the Victoria Memorial Hall.
14. The Agency shall not deploy any unfit person (or person having any contagious disease) or persons below the age of 18 years and above 60 years of age for execution of the job in the Victoria Memorial Hall. In this regard, agency shall submit annual return to the Victoria Memorial Hall authority in respect of age/date of birth and medical fitness of their deployed staff. The person(s) found medically unfit / physically deteriorated at any point of time will not be allowed to perform duties and the agency will be responsible to replace such person(s) within 24 hours.
15. The Agency shall deploy only those personnel who have cleared police verification at the time of their deployment. In case any deployment is made in very short notice due to exigency, their police verification must be submitted within 30 days. The agency shall also make periodical police verification of the particulars of their personnel deployed at their own cost. The agency shall issue proper identity cards to those employees who are deployed by them at any point of time for the purpose of this contract in order to facilitate verification of their identity by Victoria Memorial Hall. They shall always wear the identity card inside the premises of VMH while on duty. They shall also abide all the protocols/instructions issued by the VMH for safe, healthy and proper behaviour at the work place.
16. The Agency shall be liable to comply with the directions of Victoria Memorial Hall, to replace any personnel deployed by them within 24 hours of receipt of such direction ensure proper and adequate services. The Agency shall take consent of the Victoria Memorial Hall in case they prefer to replace/remove any personnel deployed by them with reasonable justification.
17. All the personnel deployed by the agency in the Victoria Memorial Hall shall be in proper uniform and should be neat and clean while on duty. The agency shall, at their cost, supply uniform, woollen clothing and other accessories as well as stationery required for carrying out the Ticketing services and take necessary/appropriate insurance to cover the risks, damages or injuries etc. as mentioned in Clause 24 of the General Terms & Conditions. The agency should

include expenses for above mentioned items/materials in the service charges to be quoted by them in the Financial Bid.

18. The Agency on completion of the specified term of contract or on termination of the contract shall peacefully vacate the premises of the Victoria Memorial Hall and remove all their persons and materials from the campus after handing over the charge to the new agency.
19. The Agency shall be responsible for observance and compliance of different industrial laws as in force and they shall ensure that no demonstration/agitation of any kind takes place inside or near the premises of the Victoria Memorial Hall by the personnel engaged by the Agency.
20. The Victoria Memorial Hall shall have no responsibility for providing living accommodation to the personnel deployed by the Agency.
21. The scope of services shall be as given in the Tender Document and the amendments carried out from time to time as per the requirement of VICTORIA MEMORIAL HALL. Any extra/additional services arising out of special programmes or exigencies and beyond the scope of this agreement shall be negotiated separately by a duly constituted committee of the Victoria Memorial Hall. The Agency shall provide the necessary extra manpower for any extra/additional services arising out of special programmes corresponding to the requirement of services immediately for which advance intimation would be given by Victoria Memorial Hall. Victoria Memorial Hall also reserves the right to reduce the deployment of personnel to any extent in exigency situations. Any such augmentation or reduction of deployed personnel as per the requirement of VICTORIA MEMORIAL HALL from time to time, should be followed scrupulously by the agency. However, in such case, the monthly lumpsum composite charges shall be paid to the agency based on the wages, statutory obligations of actually deployed personnel keeping the Service Charges (overhead, administrative charges) of the agency unchanged/shall not be revised.
22. The Victoria Memorial Hall shall pay to the Agency nothing more than the amount as may be due under the contract terms.
23. Victoria Memorial Hall shall accept no liability explicit or implicit for, nor any financial or other consequences arising from, sickness, injury, damages partial or full disability or death of the personnel of the agency deployed in VICTORIA MEMORIAL HALL as per the contract or any person(s) performing any work on their behalf under the present contract, including the time spent in travel for performing the duty under the present contract nor for any damages which may arise by reason of the neglect or default of any of them.
24. The agency shall, at their expense, take appropriate insurance to cover all risks, damages or injuries, including related claims, which might occur to any person, including a third party, or to any property, including equipment, papers and documents, and arising out of, or connected with

- the staff member's performance under the present contract. Any damage caused to equipment, computers and other devices installed in computerized ticketing will be the responsibility of agency.
25. The personnel deployed by the agency at Victoria Memorial Hall shall not accept any gratification or reward in any shape.
 26. All the personnel deployed by the agency in Victoria Memorial Hall will work in close co-operation and co-ordination with other agencies working at Victoria Memorial Hall.
 27. All the personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the staff/visitors and should project an image of utmost discipline. VICTORIA MEMORIAL HALL shall have right to have any person replaced in case of staffs/visitors' complaints or as decided by authorized representative of the VICTORIA MEMORIAL HALL if the person is not performing the job satisfactorily or otherwise. The Agency shall have to arrange the suitable replacement in all such cases within 24 hours of such incidents.
 28. If at any later date, it is found that the documents and certificates submitted by the agency are forged or have been manipulated, the work order issued to the agency shall be cancelled and Security money deposited with Victoria Memorial Hall shall be forfeited without any claim whatsoever on Victoria Memorial Hall (and the agency is liable for action as appropriate under the extant laws. Moreover, the agency shall be blacklisted from participating in tenders of VMH.
 29. The agency shall not sub-contract or sub-let, transfer or assign the contract or any other part thereof to any person/agency.
 30. The agency shall be responsible to maintain adequate hygiene, cleanliness while providing services under the contract and shall strictly adhere to the Standard Operating Procedures (SOPs) & Guidelines issued by the Government from time to time for preventing spread of contagious diseases/epidemic/pandemic such as wearing of masks, hand gloves etc. and the cost of which shall be borne by the agency.
 31. A senior level representative of the agency shall visit Victoria Memorial Hall premises at least once-a-week and review the service performance of its personnel. During the weekly visit, the agency's representative will also meet the Officer-in-Charge of Victoria Memorial Hall dealing with service under the contract for mutual feedback regarding the work performed by their personnel and removal of deficiencies, if any, observed in their working.
 32. Successful Tenderer/Bidder shall bear the expenses for applicable stamp duty for execution of the agreement as per Annexure-12.16 both the original and the duplicate copy.

PAYMENT:-

33. The Agency should submit a certificate/undertaking as per ANNEXURE-12.8 every month preferably on the reverse of the bill or separately on letter head of the agency. In case the certificate/undertaking of compliance of statutory regulations is not submitted, the particular month's bill shall not be processed by Victoria Memorial Hall. For persistent breach of such acts, as stipulated above, the contract will be terminated forthwith along with forfeiture of Security Deposit followed by blacklisting of the agency in VMH.
34. The payment shall be made through e-payment on monthly basis within 30 days from the date of submission of the proper and pre-receipted GST compliant bill, duly certified by the authorized representative of Victoria Memorial Hall. In case of the Agency's failure to provide requisite services on particular day/days, proportionate deduction as decided by the competent authority of Victoria Memorial Hall, shall be made from the monthly bill. TDS as applicable will be deducted from the monthly bill.
35. Victoria Memorial Hall shall reimburse the amount of GST paid by the Agency to the authorities on account of services rendered by them to Victoria Memorial Hall. The reimbursement shall be admissible on production of proof of deposit i.e. copy of challan by the Agency.
36. TDS on the bills will be deducted at the prescribed rate from the monthly bill of the Agency and the same would be deposited with the Income Tax Authority by the Victoria Memorial Hall within the prescribed stipulated time.
37. If, as a result of post payment audit, any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the e-tender, it shall be recovered by the Victoria Memorial Hall from the amounts payable to the agency.

PENALTY:-

38. In the event of any deficiency in providing the services by the agency, any time during the currency of the contract, the Victoria Memorial Hall shall impose penalty as finalised by the duly constituted committee which shall be recovered from the monthly bill(s) of the agency. The decision of the Victoria Memorial Hall shall be final and binding on the agency. In case of non-payment/partial payment of wages to the personnel deployed by the agency within the time frame as per Clause 6 of the General Terms and Conditions, a caution notice may be issued to the agency. A PENALTY of 0.25% of the contract value subject to a maximum Rs.5,000/- per day may be deducted from the monthly bill of the agency with the approval of competent authority, if disbursement of payment not done within 10th day of the month. For persistent breach or unsatisfactory services as stipulated in the terms and conditions, the contract will be terminated forthwith along with forfeiture of Security Deposit followed by blacklisting of the agency.

TENURE AND VALIDITY: -

39. In the beginning, SITC of Computerized and Online Ticketing System with onsite comprehensive maintenance and Daily Operation and routine maintenance contract shall be on a trial basis for three months. Thereafter Daily Operation and routine maintenance would be extended for a further period of nine months, if the services are found to be satisfactory during the trial period of the Agency. The Daily Operation and routine maintenance contract may be renewed at the discretion of the Victoria Memorial Hall on year to year basis for a maximum period of five years, including the trial period. However, in the event of such renewal of the contract each year, the service charges of the agency shall not be revised. But the liability due to revision of minimum wages and statutory duties & taxes from time to time shall only be considered for revision.
40. The contract can be terminated by the Victoria Memorial Hall at any time without notice in the event of gross security risk or gross damage to Victoria Memorial Hall property due to Agency's failure or persistent failures of the Agency in providing satisfactory services to the Victoria Memorial Hall and/or to comply with the provision of minimum wages and statutory obligations. The decision of the Victoria Memorial Hall in this regard shall be final and binding on the Agency.
41. For reasons other than those mentioned in the clauses above, the contract can be terminated by either party by providing clear three months' notice in writing.
42. The Agency shall indemnify Victoria Memorial Hall against all claims which may be made under all and/or any of the Labour Laws of the Land including the Employees Compensation Act or any statutory modification thereof or rules there under or otherwise for in respect any damage of compensation payable in consequence of any accident or injury sustained by any workmen engaged in the performance of the contract. In all cases of personal injury to any workmen employed by the Agency on the works is liable to pay compensation under the Employees Compensation Act.
43. The Agency shall indemnify Victoria Memorial Hall against all claims which may be made under the Minimum Wages Act, 1948, Abolition of Child Labour Act, 1986, Provident Fund Act, 1952, ESI Act 1948, Payment of Bonus Act 1965, Industrial Dispute Act 1947, Payment of Gratuity Act 1972, Payment of Wages Act, 1936 or any statutory modification thereof or Rules there-under or otherwise for in respect of any damage or compensation arising in-consequence of any dispute under these Acts. In case any dispute is lodged against Victoria Memorial Hall under any Acts stated above, the Agency shall implead himself in the case and counter the matter. If the Agency does not do so and violate the same, it will be treated as violation of the terms of the contract, for which, the Victoria Memorial Hall may unilaterally terminate the agreement without giving any notice and recover the cost/expenses involved in the process including the dues if any from the Agency. The Tenderer / Bidder / Agency shall ensure that the personnel

deployed by him at Victoria Memorial Hall for executing the works under this contract must adhere and follow the all safely norms. For any violation /contravention on safety aspects, liquidated damage to the extent Victoria Memorial Hall suffer loss will be recovered from the Bills or / and the Security money besides the lawful action to be taken against the Agency.

44. The Agency shall ensure that the personnel deployed by him at Victoria Memorial Hall for executing the works under this contract must adhere and follow the all the safely norms. For any violation / contravention on safety aspects, liquidated damage to the extent Victoria Memorial Hall suffer loss will be recovered from the Bills or / and the Security money besides the lawful action to be taken against the Agency.
45. The Agency shall ensure placing the agreed number of manpower for the purpose of providing the services at Victoria Memorial Hall. In case of absence of personnel deployed by the Agency for any reason, required number of substitutes to be provided by the Agency, failing which Victoria Memorial Hall shall be at liberty to utilize such services from other available sources and such expenses that will be incurred shall be borne by the Agency. Victoria Memorial Hall shall be entitled to recover such expenditure by deduction from the payments due to the Agency including the Security Money.
46. Agency is required to furnish a Declaration-cum-Irrevocable Undertaking as per ANNEXURE-12.17 that in case it is found that Owner or any of his/her employees are involved in illegal, immoral & corrupt practice after award of the Contract, the Victoria Memorial Hall has full right to cancel the contract with or without reason assigning reasons.

TRANSFER OF LIABILITIES:

47. In the event of exigencies arising due to the death, infirmity, insolvency of the Proprietor/Directors/Partners/Secretary of the firm/agency/ or the lead partner of JV/Consortium for any other reasons or circumstances; liabilities of the contract on shall be borne by the following on such terms and conditions, as the Secretary & Curator, VICTORIA MEMORIAL HALL may think proper in public interest: (a) Legal heirs in case of sole proprietor, (b) The next directors/partners/ secretary in the case of Company / Partnership firms/Co-op. Society or Society, (c) Legal heir/authorised new representative in case of JV/Consortium, otherwise shall reserve the right to settle the matter according to the circumstances of the case as he/she may think proper.

ARBITRATION:-

48. 48. In case of any dispute arising out of this contract between the Victoria Memorial Hall and the Agency, the matter shall be referred to the sole arbitration of a person to be appointed by the Chairman, Board of Trustees, VMH on receipt of an official request with details of the dispute, from either the Victoria Memorial Hall or the Agency. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the contract. The submission shall be

deemed to be submission to arbitration under the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and of the rules made there under for the time being in force.

49. **COURT JURISDICTION:** All disputes arising out of the tender and this contract shall be subjected to exclusive jurisdiction of the Courts at Kolkata and the writ jurisdiction of Hon'ble High Court of Calcutta.

FORCE MAJEURE

50. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire, Flood, pandemic, epidemic, quarantine restriction, natural calamities directly affecting the performance of the Contract, and Acts & Regulations. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other party within 72 hours of the starting and ending of the causes respectively. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts. If Deliveries/services are suspended by Force Majeure conditions lasting for more than 2 (two) months, Victoria Memorial Hall shall have the option of cancelling this contract in whole or part at its discretion without any liability at their part.

The Successful Bidder shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

9. **PAYMENT TERMS**

The following Payment Terms shall be adhered to:

- 9.1 Payment to the successful bidder shall be released as per actual work carried out. The bidder shall submit Bills along with complete measurement sheets and report based on joint inspection with appointed staff of Agency and the Victoria Memorial Hall.
- 9.2 For all equipment, 60% of the quoted cost (except Daily Operation and Routine Maintenance for 5 years) will be released after supply of the equipment, while the remaining 40% of quoted cost (except Daily Operation and Routine Maintenance for 5 years) will be released after installation, testing and commissioning and successful running of ticket counters during trial period as defined before and after Security and Technical Audit is completed by VMH and clearance Report received, and submission of Project Source Code by the agency.
- 9.3 Cost quoted for – Daily operation and routine Maintenance for 5 years after successful SITC of System. Bills will have to be submitted after completion of month for Daily Operation and Routine Maintenance of Computerised and Online Ticketing System at VMH with supporting documents and Biometric Attendance Sheet. The payment shall be released within 21 days of receipt of invoice.
- 9.4 The Victoria Memorial Hall, Kolkata reserves the right with hold the agreed payment of the successful Bidder, in case of any deficiency in the services rendered as per Section 6 of this document and shall be released only after complete rectification of the defects as per satisfaction of VMH.

10. BID EVALUATION

10.1. Victoria Memorial Hall, Kolkata reserves the right to cross verify the documents/credentials with the bidder. The Documents submitted by the Bidder should clearly depict the credential/criteria as required, failing which the document shall not be considered for evaluation.

10.2. Technical Evaluation sheet

SL No.	Evolution Criteria	Marks	Max Marks	Supporting Document
1	Work experience of agency in executing similar completed works in the last 7 years. (SITC of Online Computerized Ticketing System)	7 Years - 5 Marks For every additional completed year of Experience -1 Mark per year Maximum limited to 10 mark	10	Copies of work order, completion certificate, company registration
2	Manpower Details	<ul style="list-style-type: none"> • Team Leader • Developer • System Engineer • Tester • Professional Supervisor <p>He/She must possess</p> <p>Experience in relevant field >=6 years – 5marks</p> <p>Experience >=3 years &<6years - 3marks</p> <p>Experience <3 - 1 Mark</p>	25	CV of the key personnel as per format mentioned in Annexure 12.7 along with experience certificate from all the employers to support total years of experience / total number of projects worked on. In case qualification is also required, the proof of qualification shall also be submitted. If the personnel engaged by the Firm are not shown in the Payroll and are engaged for this specific project, they need to submit an undertaking as per the format prescribed that they will remain with the project till the project is over. I certificates of having done similar work in the past shall be required to establish competence.
3	Financial Soundness (average annual turnover during any three years of the immediate last five years, ending 31 st March of the previous financial year (2018-19, 2019-20, 2020-21, 2021-22 and 2022-23).	<p>a. For average annual turnover Rs. 50 Lacs - 7 Marks</p> <p>b. For average turnover more than Rs. 50 Lacs - 1 additional mark for Rs. 20 Lacs each.</p> <p>Maximum Marks - 10 marks</p>	10	Turnover certificate audited by statutory auditor mentioning average turnover of the 3 financial years along with Audited Balance sheet and Profit & Loss account statements. The average annual turnover in case of JV will be considered as per clause Eligibility Criteria 6(3) of this tender.
4	Similar Work Experience (SITC of	For one similar completed works having	10	Copies of the work order along with the completion

Supply, Installation, Testing & Commissioning (SITC) of Computerized and Online Ticketing System at Victoria Memorial Hall, Kolkata with onsite comprehensive maintenance for five years and daily operation and routine maintenance for five years

	Online Computerized Ticketing System)	<p>value \geq Rs. 80 Lac (80% of the estimated cost) - 7 marks</p> <p>For two similar completed works having value greater than equal 60% of the project and less than 80% of the project cost \geq Rs. 60 Lac < Rs. 80 Lacs – 3.5 marks for each project</p> <p>For three similar completed works having value greater than equal 50% of the project and less than 60% of the project cost \geq Rs. 50 Lac < Rs. 60 Lacs – 2.5 marks for each project</p> <p>Maximum Marks – 10 marks</p>		<p>certificate, as per the format in Annexure 12.3. If the work order includes scope other than similar nature, then the bidder shall give cost breakup of the complete value of work order, while indicating the value from similar nature scope.</p> <p>In case of JV/Consortium, work experience of all the partners will be considered. Photos/videos of past similar work can be shown but should be supported with Work Order and Completion Certificate for the project.</p>
5	Daily Operation and Routine Maintenance experience for similar works	<p>Minimum 2 projects - Mark 3</p> <p>1 mark for each additional project</p> <p>Maximum Marks - 05 Marks</p> <p>N.B.: Project here means completion of O & M for a period of at least 1 year.</p>	05	<p>Copies of the work order along with the completion certificate for operation and maintenance of similar works. If the work order includes scope other than similar nature, then the bidder shall give cost breakup of the complete value of work order, while indicating the value from similar nature scope.</p>
6	Technical presentation before the Technical Evaluation Committee	<p>Working plan and Audio/Video presentation with executed samples - Max 20 marks</p> <p>Project Management, Work Plan and approach - Max 20 marks</p> <p>*Minimum 20 Marks to be obtained.</p>	40	<p>Total 6 min video of Max 3 (three) similar works, highlighting exact nature of the bidder.</p>

Note: Evaluation will be done for only those bidders who completely fulfill the eligibility criteria mentioned in this tender. Once the bidder passes the eligibility criteria, the absolute technical score will be checked. The bidder with 70% marks in technical evaluation (Minimum 20 marks to be obtained for technical presentation) or more shall be considered by Victoria Memorial Hall, Kolkata for opening the financial bid. In addition, evaluations will be based on documentary evidence submitted by the Bidders and presentation before the Victoria Memorial Hall, Kolkata. Technical score is only for

Supply, Installation, Testing & Commissioning (SITC) of Computerized and Online Ticketing System at Victoria Memorial Hall, Kolkata with onsite comprehensive maintenance for five years and daily operation and routine maintenance for five years

qualifying to the next step and no weightage of this score will be attached with the financial bid. It's a 2 bid system tender.

10.3. **Financial Bids**

The Victoria Memorial Hall in Kolkata requires bidders to submit their financial bids using a specific format outlined in Annexure –12.14. The completeness of these bids will be assessed by the Hall to ensure that all necessary components are included as per the tender document. It is mandatory for price bids to encompass all applicable taxes and charges, with indicative price break-ups provided. Bidders are prohibited from making assumptions in their bids, and completeness and accuracy are emphasized. The evaluation of financially qualified bidders will be based on the lowest quotation, meaning the bidder offering the lowest price while meeting all tender requirements will be given preference.

10.4. **Award of Contract**

10.4.1. Notification to Bidder: Victoria Memorial Hall, Kolkata will notify the successful Bidder that its proposal has been accepted. The notification of award, termed as Letter of Intent or LOI in sections to follow, will lead to the signing of the Contract. Upon the successful Bidder's furnishing of performance bank guarantee, Victoria Memorial Hall, Kolkata will promptly notify each unsuccessful Bidder and EMD will be returned as per the Tender Document.

10.4.2. Signing of the Service Level Agreement:

Victoria Memorial Hall, Kolkata shall enter into a Contract, incorporating all Agreements, as specified in this document, with the successful Bidder. The successful bidder shall sign the agreement within 7 business days of award of contract.

10.4.3. Expenses for the Service Level Agreement

The incidental expenses of execution of Contract shall be borne by the successful Bidder

Validity of the Service Level Agreement

10.4.4. The Agreement will be valid till the completion of work.

11. **INSTRUCTIONS TO BIDDERS**

1. General Information and Instructions to the Bidder for Online Submission of Bid

The instructions given herein will be strictly binding on the bidders and deviation, if any will make the tender or tenders liable to be considered invalid. Tenders incorporating additional conditions by the bidder are liable for rejection.

2. Rejection of Bids: Canvassing by the Bidder(s) in any form, unsolicited letter and post tender correction may invoke summary rejection. Conditional tenders will be rejected. Noncompliance of applicable General Information and Instructions will disqualify the Bid.

3. The Bidders shall fill up the Prescribed Format for submission of Technical (Techno-commercial) Bid as per “Annexure – 12.1” format duly signed by the authorized signatory. The person signing the tender document should be authorized for submitting the online e-tender.

4. Tender must be uploaded in two separate covers marked **Cover-1** (Technical Bid) and **Cover-2** (Financial Bid/BOQ). The contents of Cover-1 and Cover-2 shall be as follows:-

Cover-1

- i) “Technical (Techno-Commercial) Bid” (as per **Annexure 12.1** format) duly filled in and digitally signed with an official stamp.
- ii) All relevant documents related to “Technical (Techno-commercial) Bid” as per **“Annexure-12.1”**.
- iii) Duly filled in Agency Experience (Private/PPP/JV/Consortium Projects) as per **Annexure –12.3**
- iv) Duly filled in and certified summary of Turnover details as per **Annexure – 12.5**
- v) Duly filled in details of key team members as proposed by him for deployment on site for successful completion of the project as per **Annexure–12.7**

Cover-2

- i) The “Financial Bid (BOQ)” (as per Detailed Scope of Work) i.e. Schedule of Price Bid in the item wise tabular format duly filled in and digitally signed – **Annexure – 12.14**
5. Authorities of the Victoria Memorial Hall, Kolkata reserves the right to reject or accept any or all tenders wholly or partially without assigning any reason whatsoever, feels fit.
6. All information supplied by bidders shall be treated as contractually binding on the bidders on successful award of the assignment by Victoria Memorial Hall, Kolkata on the basis of this tender.

7. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Victoria Memorial Hall, Kolkata. Victoria Memorial Hall, Kolkata may cancel this Tender document at any time prior to a formal written contract being executed by or on behalf of Victoria Memorial Hall, Kolkata.
8. This Tender document does not constitute an offer by Victoria Memorial Hall, Kolkata. The bidder's participation in this process may result in Victoria Memorial Hall, Kolkata selecting the bidder to engage towards execution of the contract.
9. **Validity of Bids**
 - The Bids should remain valid for 6 months from the date of opening of the financial bid.
 - In exceptional circumstances, the Victoria Memorial Hall, Kolkata may solicit the bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request. A bidder granting the request will not be permitted to modify its Bid.
 - Victoria Memorial Hall, Kolkata reserves the right to annul the tender process, or to accept or reject any or all bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such a decision.
10. **Amendment to the Tender document**
 - 10.1. Amendments necessitated due to any reasons, shall be made available on the website only as mentioned above. It shall be the responsibility of the bidders to keep on visiting the website to amend their bids incorporating the amendments so communicated through the website. Victoria Memorial Hall, Kolkata shall not be responsible for any oversight or negligence on the part of the bidders on the amendments to the terms and conditions of the tender document and notified through the website.
 - 10.2. The corrigendum (if any) & any other related communication regarding this tender shall be posted only on the website mentioned above and no separate communication either in writing or through email will be made to any interested/ participating bidders.
 - 10.3. Any such corrigendum(s) or addendum(s) or clarification(s) shall be deemed to be incorporated into the tender document.
 - 10.4. Victoria Memorial Hall, Kolkata, at its discretion and at any moment of time, may extend the last date for the receipt of Bids.

11. Clarifications on Submitted Bids

- During the process of evaluation of the Bids, the Victoria Memorial Hall, Kolkata may, at its discretion, ask Bidders for clarifications on their bids. The Bidders are required to respond within the prescribed time frame given for submission of such clarification.

11.1. Earnest Money Deposit

- 11.1.1. The bidder shall furnish EMD as per the **Annexure 12.4**, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet.
- 11.1.2. The EMD shall be in Indian Rupees and the bidder has to pay through online mode.
- 11.1.3. EMD of the successful bidder will be released after the successful bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG) as performance security.
- 11.1.4. EMD of all unsuccessful bidders would be released by Victoria Memorial Hall, Kolkata as promptly as possible after the signing of the agreement with the successful bidder.
- 11.1.5. The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.
- 11.1.6. The bidders registered with National Small Scale Industries Corporation (NSIC)/ MSME for the Tendered item under single point registration scheme and desirous of claiming exemptions available to such units on EMD, should submit a copy of each of their valid NSIC / MSME certificate.
- 11.1.7. The EMD will be suspended on account of one or more of the following reasons
- 11.1.8. Bidder withdraws its bid during the validity period specified in the Tender document
- 11.1.9. Bidder does not respond to requests for clarification of its bid.
- 11.1.10. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
- 11.1.11. In case of a successful bidder, the said bidder fails to sign the contract in time; or furnish Performance Bank Guarantee in time.

12. Disqualifications

Victoria Memorial Hall, Kolkata may at its sole discretion and at any time during the evaluation of Bids, disqualify any Bidder, if the Bidder has:

- 12.1. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- 12.2. Exhibited a record of poor performance such as abandoning work, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- 12.3. Failed to provide clarifications related thereto, when sought;
- 12.4. Submitted more than one Bid (directly/in-directly);
- 12.5. Declared ineligible by the Government of India/State/UT Government for corrupt or fraudulent practices or blacklisted.
- 12.6. Engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 12.7. Made material misrepresentation or has given any materially incorrect or false information.
- 12.8. Submitted a bid with price adjustment/variation provision.
- 12.9. Documents are not submitted as specified in the Tender document.
- 12.10. Suppressed any details related to the bid.
- 12.11. Submitted incomplete information, subjective, conditional offers and partial offers submitted or Not submitted documents as requested in this document
- 12.12. Submitted bid with lesser validity period
- 12.13. Any non-adherence/non-compliance to applicable Tender document content

13. Deviations

- Bids submitted with any deviations to the contents of the Tender Document will be considered as non-responsive. No deviation(s) / assumption(s) / recommendation(s) shall be allowed with the bid. Bidders must ensure that pre-bid meeting is attended by their authorized representatives so that all clarifications and assumptions are resolved before bid submission

14. Clarification on Tender Document

- The bidders requiring any clarification on the bid/ Tender document may submit its queries on or before 18.03.2024 upto 12:00 Noon:

Sl. No	Page No.	Tender document Clause No.	Clarification/Request Sought
1.			
2.			

15. Performance Bank Guarantee

- 15.1. The Performance Bank Guarantee shall be submitted by the successful bidder in favour of Victoria Memorial Hall, Kolkata in two stages as follows:

Sl. No	Value	Start	Expiry	Claim Period	Return
1	5% of the contract value (excluding Daily Operation and Routine Maintenance for 5 years)	7 days from the Date of letter of Award	5 years	6 months beyond expiry date	Post claim period
2	5% of the value of Daily Operation and Routine Maintenance for 5 years	7 days from the launch of the system	5 years	3 months beyond expiry date	Post claim period

- 15.2. Performance Bank Guarantee shall be rounded off to the nearest thousand Indian Rupees and made from a Scheduled Commercial Bank in India in favour of "Victoria Memorial Hall". It should be in the form of an unconditional, irrevocable, and continuing Bank Guarantee as per **Annexure 12.6**.

- 15.3. That failure of the "Successful Bidder" to submit Performance Bank Guarantee as per the terms of this clause, shall result in annulment of the award of the contract and forfeiture of the EMD.

- 15.4. Performance Bank Guarantee would be returned only after adjusting or recovering any dues recoverable/payable from/by the Bidder including but not limited to any claims, losses, damages, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations on any account under the contract. EMD of the successful bidder will be returned on the submission of performance bank guarantee.

16. Signing of the Contract

- The Successful Bidder will sign the contract with Victoria Memorial Hall, Kolkata within 7 working days of the release of notification and submission of Performance Bank Guarantee.

- After signing of the contract, no variation or modification of the terms of the contract shall be made except by mutual written amendment signed by both parties.

17. Fraud and Corrupt Malpractices

1. All Bidders must observe the highest standards of ethics during the process of selection of "Successful Bidder" and during the performance and execution of contract.
2. For this purpose, definitions of the terms are set forth as follows:
 - **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the actions of the Victoria Memorial Hall, Kolkata or its personnel in contract executions.
 - **"Fraudulent practice"** means a misrepresentation of facts, in order to influence a selection process or the execution of a contract and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive Victoria Memorial Hall, Kolkata - of the benefits of free and open competition.
 - **"Unfair trade practice"** means supply of services different from what is ordered on, or change in the Scope of Work.
 - **"Coercive practice"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of a contract.
 - Without prejudice to the rights hereinabove the Victoria Memorial Hall, Kolkata will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to have been engaged in corrupt, fraudulent, unfair trade or Coercive practices.
 - Victoria Memorial Hall, Kolkata will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if the bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

18. Waivers

- Victoria Memorial Hall, Kolkata may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

19. Confidentiality

- The Successful Bidder and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or of the Victoria Memorial Hall, Kolkata or operations without the prior written consent of the Department unless it is directed to do so by any statutory entity that has the power under law to require its disclosure.
- All information, layout and specifications provided to the Bidders by the Victoria Memorial Hall, Kolkata are the sole proprietorship of the Victoria Memorial Hall, Kolkata.

20. Duties, Taxes and Statutory Levies

- The Bidder shall bear all taxes levied or imposed on account of payment received under this Contract.
- The Bidder shall bear all corporate taxes, levied or imposed on account of payments received from the Victoria Memorial Hall, Kolkata for the work done under this Contract.
- The However, other than GST, the bidder shall bear all other taxes and duties etc. levied or imposed under the Contract for submission of final price bid, i.e., on account of payments received by him for the work done under the Contract. It shall be the responsibility of the Bidder to submit to the concerned tax authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide such information to the Victoria Memorial Hall, Kolkata from time to time, as it may be required in regard to the Bidder's details of payment made by the Victoria Memorial Hall, Kolkata under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the Victoria Memorial Hall, Kolkata shall at all times be in accordance with Indian Tax Law and will furnish to the Bidder original certificates for tax deduction at source and paid to the Tax Authorities. The Bidder shall be solely responsible for the payment/fulfilment of its tax liabilities and obligations under the Income Tax Act and other such laws in force and Victoria Memorial Hall, Kolkata shall not bear responsibility for the same.

21. Joint Ventures / Consortium

- Joint Venture/ Consortium with a maximum of three partners will only be allowed.
- The annual turnover of the lead partner would be considered for the technical evaluation as per the clause mentined in the eligibility criteria. Given Below:
In case of consortium / JV, Lead Partner should have at least 50 percent of the average annual turnover of Rs. 50 Lacs mentined in the tender. The JV /Consortium together, however, must have the average annual turnover of Rs. 50 Lacs.

- In the case of a Consortium/Joint Venture participating in this tender document, the works of all the individual members of the Consortium/Joint Venture done independently will be considered as valid work experience.
- No bidder applying individually or as a member of a Joint Venture or Consortium, can be a member of another Joint Venture or Consortium. All bid evaluation criteria as mentioned in this document need to be met by the JV / Consortium.
- It is not essential to have the same JV partners to participate, however, if any bidder has executed the similar work as a part of a Consortium / Joint Venture in the past then the work experience of the bidder shall be considered as valid only if all the Consortium / Joint Venture partners are participating together in the present tender document also. In case the bidder has a specific financial agreement, clearly indicating the proportion of their financial involvement in the agreement with the partners of the previous JV, then only that proportion of the work experience of JV can be considered as valid.

None of the members of the Joint Venture/ Consortium should be a blacklisted entity. The roles and responsibilities of each member in the Joint Venture/ Consortium needs to be defined and submitted to the Victoria Memorial Hall, Kolkata. Lead Partner must be registered in India as per the applicable laws.

Foreign Bidders are allowed to participate in the bid subject to Lead Partner is a Firm registered in India under applicable laws for this purpose.

22. Standards of Performance

The Successful Bidder shall deliver the services and carry out their obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Successful Bidder shall always act in respect of any matter relating to this contract as faithful Successful Bidder to the Victoria Memorial Hall, Kolkata. The Successful bidder shall always support and safeguard the legitimate interests of the Victoria Memorial Hall, Kolkata, in any dealings with the third party. The Successful bidder shall conform to the standards laid down in the Tender document in totality.

23. Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of West Bengal.

24. Termination of Contract

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1. Termination of Contract for Default

- The Victoria Memorial Hall, Kolkata without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Successful Bidder may terminate the Contract/blacklist in whole or in part for any of the following reasons:
- If the Successful Bidder fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Victoria Memorial Hall, Kolkata; or
- If the Successful Bidder fails to bid or respond for three consecutive bid given by the Victoria Memorial Hall, Kolkata without assigning any satisfactory reason to Victoria Memorial Hall, Kolkata in writing or by email; or
- If the Successful Bidder fails to perform any other obligation(s) under the contract; or
- Laxity in adherence to standards laid down by the Victoria Memorial Hall, Kolkata; or
- Discrepancies/deviations in the agreed processes and/or Services; or
- Violations of terms and conditions stipulated in this Tender document.
- In the event the Victoria Memorial Hall, Kolkata terminates the Contract in whole or in part for the breaches attributable to the Successful Bidder, the Victoria Memorial Hall, Kolkata may procure, upon such terms and in such manner as it deems appropriate, supply and services similar to those undelivered, and the Successful Bidder shall be liable to the Victoria Memorial Hall, Kolkata for any increase in cost for such similar supply and services. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.
- If the contract is terminated under any termination clause, the Successful Bidder shall handover all documents/ executable/ Victoria Memorial Hall, Kolkata data or any other relevant information to the Victoria Memorial Hall, Kolkata in a timely manner and in proper format as per scope of this Tender document and shall also support the orderly transition to another vendor or to the Victoria Memorial Hall, Kolkata.

- During the transition, the Successful bidder shall also support the Victoria Memorial Hall, Kolkata on technical queries/support on process implementation or in case of any provision for future upgrades.
- The Victoria Memorial Hall, Kolkata's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.
- In the event of failure of the Successful Bidder to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Victoria Memorial Hall, Kolkata at its sole discretion may make alternate arrangements for getting the Services contracted with another vendor. In such a case, the Victoria Memorial Hall, Kolkata shall give prior notice to the existing Successful Bidder. The existing Successful Bidder shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Successful Bidder shall render all reasonable assistance to the new Service Provider within such period prescribed by the Victoria Memorial Hall, Kolkata, at no extra cost, for ensuring smooth switch over and continuity of services. If an existing Successful bidder commits any breach of this obligation, they shall be liable for paying a penalty as provided in the Penalty Section of this document, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee. Victoria Memorial Hall, Kolkata or the "Successful Bidder" can terminate the contract in the event of default of terms and conditions of this Tender document or the contract by the other party by giving 1 month written notice.
- Upon termination of this Contract due to any reason whatsoever or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth herein, (iii) and any right which a Party may have under the Applicable Law.

2. Termination of Contract for Convenience:

- Victoria Memorial Hall, Kolkata or the "Successful bidder" reserves the right to terminate, by prior written 1 months' notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for the concerned party's convenience, the extent to which the performance of work under the contract is terminated, and the date upon which such termination becomes effective. However, the payment of pending invoices shall only be made after analyzing, including but not limited to, any claims, losses, damages, expenses or liabilities arising out of "Successful bidder's" performance of work under this contract.

3. Termination of Contract for Insolvency, Dissolution, etc.

- Victoria Memorial Hall, Kolkata may at any time terminate the Contract by giving written notice to the Successful bidder, if the concerned “Successful bidder” becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the “Successful bidder” provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Victoria Memorial Hall, Kolkata.

25. Penalties

1. Without prejudice to any other right or remedy that may be available to the Victoria Memorial Hall, Kolkata here under or in law otherwise, the following penalty(s) may be levied on the Successful Bidder as under:-
 - a. The successful bidder will have to get all the detailed Work Flow Diagram, Data Flow and ER diagram, approved from the Victoria Memorial Hall, Kolkata; failure to which will lead to Penalty. Penalty will be decided by the Victoria Memorial Hall, Kolkata in this case, liquidated damages (L/D) may be levied at the rate of 2% (two percent) of the contract price per week, subject to a maximum of 10% (ten percent) of the contract price.
 - b. In case any error or variation or deficiency is detected in the services rendered by the successful bidder and such error or variation or deficiency is the result of negligence or lack of due diligence on the part of the successful bidder, the consequential damages thereof shall be quantified by the Victoria Memorial Hall, Kolkata in a reasonable manner and recovered from the successful bidder by way of liquidated damages, at the rate of 2% (two percent) of the contract price per week, subject to a maximum of 10% (ten percent) of the contract price.
 - c. Liquidated Damages for delay in case of delay in completion of work, not exceeding an amount equal to 2% (two percent) of the Contract price per week, subject to a maximum of 10% (ten percent) of the Contract price will be imposed and shall be recovered by appropriation from the PBG or otherwise.
 - d. In case, any amount of Liquidated Damages (L/D) is recovered from PBG, the successful bidder shall replenish the PBG to original value within 30 days of recovery.

26. Exit Management

1. The duration of Exit Management will normally be one month from the date of termination or one month prior to expiry of contract / work order. In case of providing services post

termination or post expiry of the work order, the Victoria Memorial Hall, Kolkata will pay for the services consumed during the exit management period.

2. During the exit management period and for 30 days post expiry of the work order/ contract, the Successful bidder will not take action to stop the work as mentioned in this Tender document as a result of the termination or expiry of contract / work order. In addition, during such a period, the Successful Bidder will permit the Victoria Memorial Hall, Kolkata or its nominated agency to assess the existing services being delivered as per Tender document.
 3. During the exit management period, the Successful Bidder shall ensure supply of all services as per the work order/ Tender document so that the business of the Victoria Memorial Hall, Kolkata is not affected.
 4. The Successful Bidder shall provide all such information as may reasonably be necessary to affect as seamless a handover as practicable in the circumstances to Victoria Memorial Hall, Kolkata / replacement Agency and which the Successful Bidder has in its possession or control at any time during the exit management period.
 5. All information (including but not limited to documents, records and agreements) in digital and/ or paper form relating to the services reasonably necessary to enable Victoria Memorial Hall, Kolkata and its nominated agencies to carry out due diligence in order to transition the provision of the Services to Victoria Memorial Hall, Kolkata or its nominated agencies, must be maintained by the Successful Bidder from commencement of the services.
 6. The Victoria Memorial Hall, Kolkata will issue a written sign-off after the successful transition from the Successful Bidder. Successful Bidder shall not delete any content till such a written signoff is provided by the Victoria Memorial Hall, Kolkata along with an explicit request to delete/ remove the content.
 7. The Successful Bidder will be paid only for the services rendered until the services are being rendered by the Successful Bidder. If the sign-off is provided before the exit management period is over, the applicable charges will only be paid until the sign-off.
 8. The payment for the final invoice along with any applicable exit management service costs will be paid only on the written sign-off from the Victoria Memorial Hall, Kolkata.
27. **Accidents/Loss of Property and/or Life**
- 10.28.1 Any loss of property and / or life during preparations of the event and the event itself would be borne entirely by the Successful Bidder and Victoria Memorial Hall, Kolkata shall not be held liable for any claims. The Successful Bidder shall be responsible for the

payments arising out of any Third Party claims. The Successful Bidder shall procure insurance for meeting such liabilities at his own expense.

- The Successful bidder shall maintain the ecological balance by preventing deforestation, water pollution and defacing of natural landscape.
- The Successful bidder shall abide by all the acts/laws prevalent in the country.

28. Representations and Warranties

- The Successful Bidder represents and warrants that all services performed under this Contract shall be of professional quality conforming to generally accepted industry practices. If in the opinion of the Victoria Memorial Hall, Kolkata, any work done or supply made or service rendered by the successful bidder is deficient in any manner in comparison to the prescribed standards, Victoria Memorial Hall, Kolkata shall be at liberty to impose penalty on the successful bidder.
- The Successful Bidder shall be liable to the Victoria Memorial Hall, Kolkata for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- The Parties hereto agree that in case of negligence or willful misconduct on the part of the Successful Bidder or on the part of any person or firm acting on behalf of the Successful Bidder in carrying out the Services, the Successful Bidder, with respect to damage caused to the Victoria Memorial Hall, Kolkata's property, shall be liable to the Victoria Memorial Hall, Kolkata: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage.

29. Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Kolkata, West Bengal, India only.

30. Special Conditions:

- Site Clearance

The Victoria Memorial Hall is an operational Museum. The site shall be maintained free from rubbish. Proper stacking of all materials, etc. needed for work on day-to-day basis shall be organized in proper stacks to ensure no disturbance to the Museum visitors. Heaps in unplanned manner and un-orderly fashion shall not be permitted. Client's decision in this matter shall be final.

- Safety Code

The Bidder(s) shall, at their own expense, arrange for the safety provisions as required by the Client or his representative, in respect to all labour directly or indirectly employed for

Supply, Installation, Testing & Commissioning (SITC) of Computerized and Online Ticketing System at Victoria Memorial Hall, Kolkata with onsite comprehensive maintenance for five years and daily operation and routine maintenance for five years

performance of the work. In case the Bidder(s) fail to make arrangements to provide necessary facilities as aforesaid, the Client or his representative shall be entitled to do so and recover the cost thereof, from the Bidder(s).

- Fire Precautions

The Bidder(s) shall at their own cost comply with regulations of the controlling authority in force at the site of the works relating to the precautions to be taken against fire hazards.

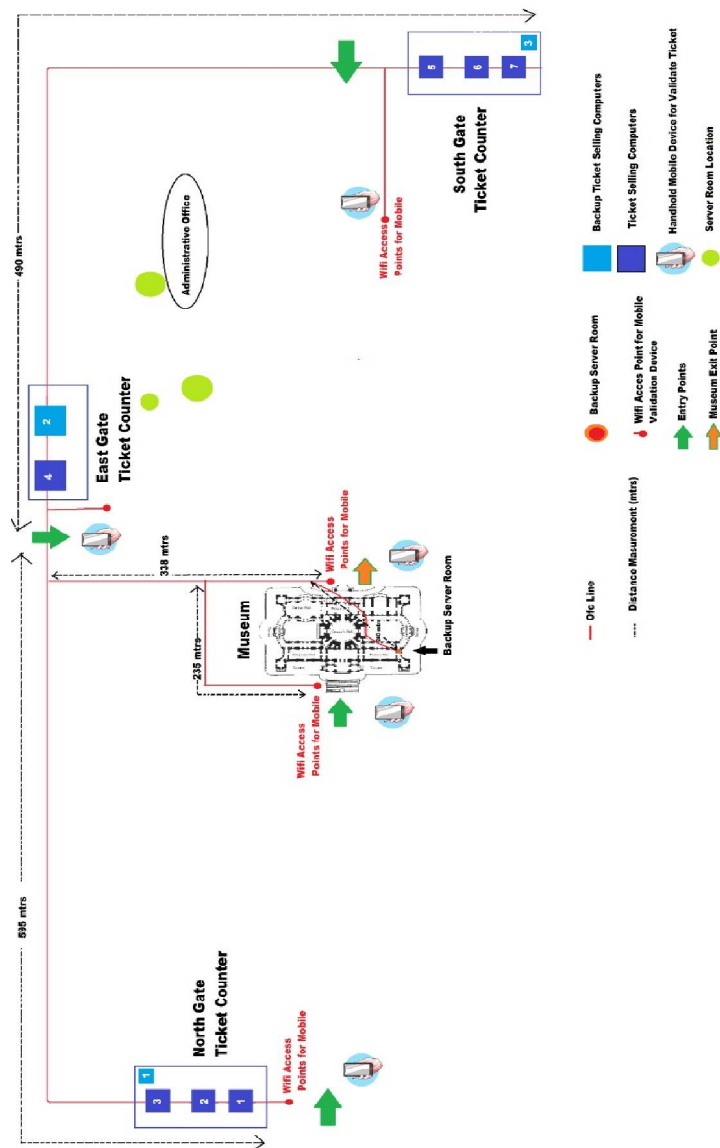
- Damage Protection

Adequate protection against any form of damage or deterioration shall be provided for all sections of the works. This shall include protective tapes, casings, which shall be provided if necessary. Steps taken in pursuance of this clause, the Bidder(s) shall carry out all as directed and instructed by Client or his representative to his satisfaction.

31. Other information

- The successful bidder will have to get all the creatives, or any material, approved from the Victoria Memorial Hall, Kolkata; failure to which will lead to Penalty and legal consequences.
- The ownership of any creative content / props / material etc meaning the Intellectual Property for which Victoria Memorial Hall, Kolkata has paid will at all-time rest with Victoria Memorial Hall, Kolkata and the Agency will have no proprietary or other rights in respect of the same. This would include full copyright for all time use of the images used in the creative and publicity material. The Successful Bidder shall at no time, use the same content, props, materials etc. in any other projects without the written consent of the Victoria Memorial Hall, Kolkata herein.
- Obtaining necessary work permits, insurance etc. for the manpower to be deployed by the agency is the responsibility of the successful Bidder.
- The Successful Bidder will be responsible for obtaining any permission that may be required for undertaking work as detailed in this Tender document. Victoria Memorial Hall, Kolkata may assist the Successful Bidder in this regard, wherever possible.
- The Successful Bidder will at no time resort to plagiarism. Victoria Memorial Hall, Kolkata will not be a party to any dispute arising on account of plagiarism resorted to by the Successful Bidder. The Successful Bidder will indemnify Victoria Memorial Hall, Kolkata against any claim, laws, damages, etc. arising out of the Successful Bidder having resorted to plagiarism or violation & IPR of any third party.

- Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Contract shall be in writing.
- The Services shall be performed at the site of the Project and at such locations as are incidental thereto.
- The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- Without prejudice to the generality of the provisions herein, on matters not covered by this Contract, the provisions of Tender document shall apply.



Technical Drawing for OFC

Supply, Installation, Testing & Commissioning (SITC) of Computerized and Online Ticketing System at Victoria Memorial Hall, Kolkata with onsite comprehensive maintenance for five years and daily operation and routine maintenance for five years

12. ANNEXURES**12.1 Technical Bid/ Details of Bidder**

Sl. No	Description	Detail
1.	Name of the Bidder	
2.	Mailing address of the Bidder with PIN/ZIP Code	
3.	Full Particulars of Office	
	a) Address	
	b) Telephone No. /Mobile No.	
	c) E-Mail Address	
	d) Website	
4.	Full Particulars of the Bankers of Company/Firm	
	a) Name & Address of the Bank	
	b) Bank A/C No.	
5.	Registration Details (attach self-attested copies)	
6.	PAN No. (attach self-attested copies)	
7.	GST No.	
8.	Experience of executing and successfully completing work (Attach separate sheet as per format in Annexure 12.3)	
9.	Proof of Financial Status of Bidder (Attach separate sheet as per format in Annexure 12.5)	
10.	Details of the bidder with qualification and experience of the Key Personnel (Attach separate sheet as per format in Annexure 12.7)	
11.	Validity of Legal Entity <ul style="list-style-type: none"> • Copy of Certificates of incorporation and other related documents • Copy of Partnership Deed, if applicable • Copy of valid Registration Certificates • Copy of Agreement documents and consent letters and other documents of all the partners 	
12.	Have you ever been convicted under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract? (Attach separate sheet as per format in Annexure 12.2)	
13.	Valid NSIC/MSME Certificate	

12.2 Self-Declaration (On company Letterhead)

Date: / /

To

The Secretary & Curator

Victoria Memorial Hall

1 Queens Way, Kolkata 700071

Sub: Mandatory Undertaking

Dear Sir,

I/We hereby declare that as of date, _____ (Name of the firm/company) is:

- a. Not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- b. Not have, and their Directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- c. Not have a conflict of interest in the procurement in question as specified in the bidding document;
- d. Comply with the code of integrity as specified in the bidding document;
- e. Not be barred/blacklisted/put on Holiday or Contract discontinued / terminated / scope curtailed / restricted due to non-performance / unsatisfactory performance of assigned projects by any State Government (SG) or Union Territory (UT) or Government of India (Gol), or any of the agencies of SG/UT/Gol or any of the Universities of SG/UT/Gol as on bid due date or pending investigations;
- f. Have neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement or have had any agreement terminated for breach.

Sincerely Yours,

(Signature of Authorized Signatory)

Name:

Title:

12.3 Experience of executing and successfully completing work

(Evaluation of only those works will be done which are mentioned in this table. The works not listed in this table shall not be evaluated even if the documents of any other works are submitted separately.)

Date: ____/____/____

To

The Secretary & Curator

Victoria Memorial Hall

1 Queens Way, Kolkata 700071

Subject: Experience of executing and successfully completing work

Dear Sir,

This is to certify that I/We have worked and successfully completed the below mentioned works. Work order and completion certificate for these projects is attached for your ready reference.

Sl. No.	Ref No.	Name of the Work	Location	Name of the Client	Brief Description of the work	Value of Service in INR excl. GST/taxes	Start date	Completion date

In case the Work Order is in foreign currency, exchange rates as on date of completion of work shall be used.

Sincerely Yours,

(Signature of Authorized Signatory)

Name:

Title:

12.4 Format for Earnest Money Deposit in the form of Bank Guarantee

Beneficiary:

Tender No.:

Date:

1. We have been informed that _____ [insert name of the Bidder] (hereinafter called "the Applicant") has submitted or will submit the Beneficiary its bid (hereinafter called "the Bid") for the execution of _____ [insert work name] under Tender No. _____
2. Furthermore, we understand that, according to the Beneficiary's, Bids must be supported by a Bid guarantee.
3. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying the demand, stating that either the Applicant:
 - a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereof provided by the Applicant; or
 - b) Having been notified of the acceptance of its Bid by the Beneficiary during the period of Bid validity or any extension thereof provided by the Applicant has failed to: execute the Contract Agreement, if required, or furnish the performance security, in accordance with terms and conditions of the Tender
4. This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such Contract Agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiration of the Bidder's Bid Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Signature:

Designation:

Date:

12.5 Format for Annual Turnover, Profit and Networth

S. No	Financial Year	Turnover in Indian Rupees (INR)
1	2020-2021	
2	2021-2022	
3	2022-2023	

S. No	Financial Year	Profit after Tax in Indian Rupees (INR)
1	2020-2021	
2	2021-2022	
3	2022-2023	

S. No	Financial Year	Networth in Indian Rupees (INR)
1	2020-2021	
2	2021-2022	
3	2022-2023	

*Audited balance sheets and profit and loss accounts for all three years may be attached.

In case of Joint Venture/Consortium, Turnover and Profit for only Lead Partner to be mentioned.

(Signature of Authorized Signatory)

This is to certify that the above information has been examined by us on the basis of relevant documents; books of accounts & other relevant information and the information submitted above is as per record and as per details annexed.

Signature, Address, Seal & Membership No of Chartered Accountant

12.6 Format for Performance Bank Guarantee

(Hard copy required post contract is awarded)

Ref: _____

Performance Bank Guarantee (Draft Format)

Date: _

Bank Guarantee No.:

To

The Secretary & Curator

Victoria Memorial Hall

1 Queens Way, Kolkata 700071

Dear Sir,

PERFORMANCE BANK GUARANTEE – For Supply, Installation, Testing & Commissioning (SITC) of Computerized and Online Ticketing System at Victoria Memorial Hall, Kolkata with onsite comprehensive maintenance for five years and daily operation and routine maintenance for five years

WHEREAS

M/s. (name of Successful Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Successful Bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated (hereinafter, referred to as “Contract”) with you for **Supply, Installation, Testing & Commissioning (SITC) of Computerized and Online Ticketing System at Victoria Memorial Hall, Kolkata with onsite comprehensive maintenance for five years and daily operation and routine maintenance for five years.**

We are aware of the fact that as per the terms of the Contract, M/s. (name of Successful Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favor for an amount of 10% of the Total Contract Value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Supply, Installation, Testing & Commissioning (SITC) of Computerized and Online Ticketing System at Victoria Memorial Hall, Kolkata with onsite comprehensive maintenance for five years and daily operation and routine maintenance for five years

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding <in words> without any demur or protest.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and shall remain in full force and effect hold good until, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights:

- i. Requiring to pursue legal remedies against the Department; and
- ii. For notice of acceptance hereof any action taken or omitted in reliance hereon,
of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 5% of the Contract Value, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority by express delegation of power/s and has/ have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

This Performance Bank Guarantee shall be valid only till

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this day 2024.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation:

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond. A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter. In case of additional order, separate Performance Bank Guarantee will have to be submitted/deposited by the selected bidder.

12.7 CVs of Key Personnel**FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF**

1.	Name of the Position	:	
2.	Name of Staff	:	
3.	Date of Birth	:	
4.	Nationality	:	

5. Educational Qualification

Sl. No.	Qualification	Year	Board / Institution	Percentage (%)
1.				
2.				
3.				
4.				
	More			

6. Employment Record:

Sl. No.	Name of the client	Designation	From	To	Job responsibility
1.					
2.					
3.					
4.					
	More				

7.	Permanent Employment with the Firm	:	Yes / No
8.	If No, what is the employment	:	
9.	Relevant Experience	:	

Sl. No.	Name of the Position / Role	Name of the Project	Description of Work	Period	
				From	To
	More				

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience, and myself. I understand that any willful miss-statement described herein may lead to my or firm disqualification/ dismissal, if engaged.

Date:

[Signature of staff member or authorized representative of the staff]

12.8 Undertaking for claiming monthly bill

CERTIFICATE/UNDERTAKING TO BE SUBMITTED BY THE AGENCY

AT THE TIME OF CLAIMING MONTHLY BILL FOR MANPOWER

(to be written on the **BACKSIDE** of the **MONTHLY BILL** of the **AGENCY** or separately on letter head with signature of the authorized signatory along with rubber seal)

1. This is hereby confirmed that the Basic plus VDA, other statutory payments quoted in the bill for the Month of ____ Year ____ is not less than the current minimum wages stipulated by the Ministry of Labour and Employment, Government of India and that other mandatory charges, i.e. EPF, ESI, Bonus etc. are in conformity with the provisions of the respective Acts/Rules. It is further agreed that the contract dated ____ shall be terminated if any of the above rates and percentage are not in compliance with the respective statutory law(s).
2. Enclosed herewith the proof of having deposited the amount of contribution claimed by us/me on account of ESI, EPF & GST for the deployed staff towards **DAILY OPERATION AND RIUTINE MAINTENANCE OF COMPUTERIZED TICKETING SYSTEM** at VICTORIA MEMORIAL HALL in their respective names for the payments of previous month.
3. It is further certified that the payments for the previous month has been made as per the Minimum Wages Act 1948 and disbursed in accordance with the Payment of Wages Act, 1936.

Total Monthly Charges, including Taxes (As applicable) : Rs. _____

Encl: As above.

Date: Signature of authorized person

Place: Full Name:

Seal:

Name of the Agency

12.9 Detailed Project Report, Preliminary Work Flow diagram and flowchart

(To be prepared by bidder)

12.10 Approved Makes

Uploaded on Central Public Procurement Portal

12.11 MAF from all major manufacturers (For all required Equipments)

To

The Secretary & Curator

Victoria Memorial Hall

1 Queens Way, Kolkata 700071

Kolkata 700071

Sub: Manufacturer authorization certificate

12.12 Bidder Authorization Certificate.

Format to be typed on the letter head of the Tenderer/Bidder with rubber seal and duly signed by
the authorised signatory)

Tender's/Bidder's Authorization Certificate

To

The Secretary & Curator,

Victoria Memorial Hall

1 Queens Way

Kolkata: 700 071

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIT reference No. _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

Annexure – 12.13

(Format for Declarations & Undertaking **to be typed on bidder's/tenderer's letter head** and to be submitted in Part –I (TECHNICAL ENVELOPE) of the e-tender document)

DECLARATION -1

This is to certify that neither I/we/any of us/ am/are/is in anyway related to any employee in the Victoria Memorial Hall, Kolkata.

Date: (Signature of the tenderer with seal/rubber stamp)

Place:

DECLARATION -2

I/We hereby declare that I/we have not quoted any extra condition along with the Part-II (FINANCIAL ENVELOPE) of the e-tender.

Date: (Signature of the tenderer

Place: with seal/rubber stamp)

DECLARATION -3

(APPLICABLE FOR THE TENDERER/BIDDER whose Registered Office or one of the Branch Offices are not located in and around the place where Victoria Memorial Hall is located)—————

I/We hereby declare that in case we get the contract after being technically lowest tenderer, I/we will open an office or hire a space to run our office within 20 km within one month of such award of contract, having regular telephone/mobile and other means of communication like fax/e-mail etc., where Victoria Memorial Hall is located, Failure to do so on our part, our EMD and Security Deposit/Retention Money will be forfeited and the contract will be terminated forthwith.

Date: (Signature of the tenderer

Place: with seal/rubber stamp)

UNDERTAKING

This is to certify that I/we have carefully gone through the instructions to the bidders, terms & conditions of the contract and job requirement, thoroughly inspected the premises of Victoria Memorial Hall and also studied the departmental estimate for Operation and Maintenance of Computerized Ticketing System given in the e-tender document and thoroughly understood the obligations and have accordingly quoted our rates after going through all details. We hereby give an undertaking that we shall provide manpower for Operation and Maintenance of Computerized Ticketing System as per the given job requirement during the period of contract. I/We have neither

Supply, Installation, Testing & Commissioning (SITC) of Computerized and Online Ticketing System at Victoria Memorial Hall, Kolkata with onsite comprehensive maintenance for five years and daily operation and routine maintenance for five years

currently nor on any previous occasion have been blacklisted/ debarred and no legal cases are pending. I/We have not tampered/modified the e-tender documents in any manner. In case the same is found tampered/modified, we understand that our offer shall be summarily rejected and I/we are liable to be banned from doing business with VMH and/or prosecuted as per laws.

I/We also undertake that the physical **EMD** instrument shall be deposited by me/us, as stated in e-NIT, with the office of **VICTORIA MEMORIAL HALL** before the bid opening date. Otherwise **VICTORIA MEMORIAL HALL** shall reject the bid and debar me/us from further tendering in VMH.

Or

I/We also undertake that the **EMD** amount has already been deposited by me/us through electronic fund transfer mode with the office of **VICTORIA MEMORIAL HALL and the transaction details are attached for ready reference**. Otherwise, **VICTORIA MEMORIAL HALL** shall reject the bid and debar me/us from further tendering in VMH.

Date:

Place:

(Signature of the
tenderer
with seal/rubber stamp)

12.14 Financial Bid (BOQ)

A.	SITC of Computerised and Online Ticketing System with onsite Comprehensive Maintenance for 5 (Five) Years.					
SL No.	Name of the Item	Quantity	Unit	Unit price without tax and import duty	GST (as applicable)	Total price
1	Ticket Sales Machine (POS)	Minimum 7+Standby (as required and suggested by agency)	No.			
2	Ticket Validating Device	Minimum 8+Standby (as required and suggested by agency)	No.			
3	Local server with backup server and NAS storage	1+1	No.			
4	Online software module	1	Lot			
5	OFC laying per meter	2000	Mtr			
6	Network Switch (As per requirement of the proposed architecture by the bidder)		No.			
7	Misc items (As per requirement of the proposed architecture by the bidder)		No.			
8.	UPS system for all server and POS		No.			
		Total (1 to 8)				
B.	Daily Operation and Routine Maintenance for 5 (Five) Years.					
	Grand Total (A+B)					

*** The Financial bid will be evaluated based on combined value of (A) and (B) together.**

12.15 Calculation Sheet

Victoria Memorial Hall**DEPARTMENTAL ESTIMATE FOR PROVIDING SERVICES FOR DAILY OPERATION
AND ROUTINE MAINTENANCE OF COMPUTERIZED TICKETING SYSTEM**

Sl. No.	Item	Charges per month	
		Rate per person (in Rs.)	Amount for total Nos. of persons (in Rs.)
A.	Charges for deployment of ticket counter operators:-		
	1. Highly Skilled Personnel (Supervisor) (Daily deployment – 2 Nos.)		
	a. Minimum wages (inclusive of VDA) @ Rs. _____ X 26 days		
	b. P.F. @13.00% (subject to ceiling of Rs.15000/- as employer's contribution)		
	c. E.S.I. @ 3.25% on minimum wages (wages ceiling of Rs. 21,000/-)		
	d. Bonus 8.33% on minimum Wages		
	e. Leave Salary @ 1.5 days per month of (a) above		
	f. Overtime charges for 3 National holidays per annum (minimum wages X 3/12)		
	g. Total (1a to 1f)		
	2. Skilled Personnel (Daily Deployment – 9 Nos.)		
	a. Minimum wages (inclusive of VDA) @ Rs. _____ X 26 days		
	b. P.F. @13.00% (subject to ceiling of Rs.15000/- as employer's contribution)		
	c. E.S.I. @ 3.25% on minimum wages (wages ceiling of Rs. 21,000/-)		
	d. Bonus 8.33% on minimum Wages		
	e. Leave Salary @ 1.5 days per month of (a) above		
	f. Overtime charges for 3 National holidays per annum (minimum wages X 3/12)		
	g. Total (2a to 2f)		
	3. Grand Total (1g + 2g)		
	R/o		
B.	Monthly Routine Maintenance	TO BE QUOTED IN THE BOQ SHEET ONLY EQUIVALENT TO minimum 2% of Departmental Estimate [i.e. Sl. No. 3 above] to be quoted in Rupees {(absolute value in Rupees to be quoted and NOT in percentage (%)}. Bids with Service Charge below 2% of the Departmental Estimate shall be considered to be unworkable and shall be rejected	
C.	GST (as applicable) – Amount on [A3+ B]		
D.	Total = A3 + B + C		

Note:

Minimum wages, PF, ESI, BONUS amount are statutory payments and accordingly the quantum of amount will vary as per the directives issued by Govt. of India from time to time

Annexure 12.16

AGREEMENT

The Articles of Agreement made at _____ (place of agreement) this day of between **Victoria Memorial Hall, 1 Queens Way, Kolkata-71**, which expression shall unless repugnant to the context, mean and include its successors, executors, administrators and assigns) **ON THE ONEPART.**

And

M/s.....(full address) (hereinafter referred to as the **Agency**, which expression shall unless repugnant to the context, mean and include their respective heirs, executors, administrators, legal representatives and assigns) **ON THE OTHER PART.**

WHEREAS **VICTORIA MEMORIAL HALL** is desirous of getting the Agency's' service by way of **Supply, Installation, Testing & Commissioning (SITC) of Computerized and Online Ticketing System at Victoria Memorial Hall, Kolkata with onsite comprehensive maintenance for five years and daily operation and routine maintenance for five years** and issued an e-Tender/e-NIT bearing No. _____ dated _____ with detailed scope of work, Information & Instructions to bidders and General Terms & Conditions of contract which shall be an integral part of this contract.

AND WHEREAS the financial bid made by the said Agency in response to the said e-NIT has been accepted as the most competitive and accordingly, a Letter of Intent (which forms part of this agreement) vide Letter of Intent (LoI) No..... dated was issued to the Agency.

NOW THEREFORE, it is hereby agreed and declared by and between the parties hereto as follows:-

1. The Victoria Memorial Hall remains open daily from 06.00 AM to 06.00 PM (which may be altered by the Victoria Memorial Hall at its discretion) on all the 365 days in a year and the agency has to provide required uninterrupted service throughout the year. Hence, it is essential to keep adequate reserve manpower for replacing their personnel during their weekly off/leave/absence from duty etc.
2. Supply of original and approved makes of equipment, and MAF from all major manufacturers (For all required Equipments) already filled up as per Annexure 12.11 with onsite Comprehensive maintenance for 5(five) years.

Supply, Installation, Testing & Commissioning (SITC) of Computerized and Online Ticketing System at Victoria Memorial Hall, Kolkata with onsite comprehensive maintenance for five years and daily operation and routine maintenance for five years

3. Daily Operation and Routine Maintenance of supplied and installed Hardware for Online Ticketing at the Victoria Memorial Hall, Kolkata for 5 (Five) years.

- i. The executing agency shall maintain all fit outs and hardware (other components installed by the agency) in good condition that are installed by the bidder in the VMH for a period of five years from the date of launch of the system. Repair and restoration of all components installed by the agency should be taken care by the agency during the period of operation of maintenance contract.
- ii. Reporting of software defect, software bugs to the bidder, so that the bidder shall rectify the same in the allotted Turn Around Time (TAT), which shall be 24 hours. If any defect requires more than 24 hours, the bidder shall send detailed reasons to the Victoria Memorial Hall, Kolkata within the first 24 hours of the defect.
- iii. Reporting of hardware defect: Replacement of any non-functional equipment, the successful bidder shall replace them with same equipment or equipment with higher specification which matched with the existing setup with the approval from the appropriate authorities within 24 hours.
- iv. Agency should keep sufficient consumable / non consumable equipments / parts / devices as backup to avoid any disruption of the ticketing system.
- v. Any warranty/repair claims to be done from OEM are the responsibility of the bidder. In case of any disruption of service the agency will sell the manual paper ticket of VMH by their own manpower with proper records.

4. The Agency shall ensure that all statutory wages and allied benefits like P.F., Bonus, ESI etc., as are prescribed by the Government of India from time to time, are paid to personnel deployed for the purpose of this contract. The Agency shall remain liable to the authorities concerned for compliance of the respective existing rules and regulations of the Govt. of India for this purpose and shall also remain liable for any contravention thereof. The Agency shall have to abide by the minimum wage legislations and must pay minimum wage as per law to the personnel deployed by them in the campus of Victoria Memorial Hall for the purpose of this contract at any time in the premises of the Victoria Memorial Hall. In case the minimum wage/wages of any personnel engaged by the Tenderer/Bidder cross Rs. 21,000/- per month, such person is exempted from the purview of the E.S.I Act and no contribution to be paid/reimbursed by the Victoria Memorial Hall. In that case, insurance policy covering the risk under the Workmen Compensation Act, 1923 for this/these exempted person/personnel may be taken from nationalized insurance companies only (viz. National Insurance Co. Ltd., Oriental Insurance Co. Ltd., The New India Assurance Co. Ltd., United India Insurance Co. Ltd.) & the premium amount (premium is normally calculated based on age & monthly earning of such person/personnel as per the Workmen Compensation Act, 1923) will be reimbursed by the Victoria Memorial Hall to the Tenderer/Bidder. Bonus paid to the personnel deployed shall be reimbursed to the Agency by the Victoria Memorial Hall once in a year against submission of reimbursement claim by the contractor with supporting muster roll authenticating the disbursement of bonus to the Garden Maintenance personnel deployed by them under this contract

5. If the area of Victoria Memorial Hall is not covered under the ESI Scheme/Act, the Tenderer/Bidder is required to take an insurance policy as per the Workmen Compensation Act,

1923 for the personnel engaged in Victoria Memorial Hall and premium amount will be reimbursed to the Tenderer/ Bidder after production of the premium receipt(s) of the personnel engaged by them. The premium will be fixed by taking into account the age of the deployed personnel along with their monthly earning as per the Act.

Bonus shall be paid once in a year by the Agency and subsequently it will be submitted as per the reimbursement claim supported with muster roll & remittance to bank account of the personnel of the Agency deployed for execution of this contract authenticating its disbursement.

6. The Agency shall submit the proof of having deposited the amount of contributions claimed by them on account of ESI and EPF towards the persons deployed at Victoria Memorial Hall for the purpose of this contract in their respective names each month while submitting their GST compliant bills for the subsequent month. In order to substantiate the proof of payment, the agency must submit GST challan, ESI challan, EPF challan and copy of salary disbursement document with details of head of payment (wage & allowances) and all deductions (PF, ESI, etc.) of the personnel deployed by them along with their particulars and proof of transfer of wages into the respective bank accounts of the deployed personnel to Victoria Memorial Hall. In case EPF & ESI payment, one of the following documents shall be provided along with corresponding EPF & ESI challan:

- a. ECR challan along with scroll of the employees / EPFO TRRN query status with successful payment confirmation generated from official website of EPFO.
- b. EPF Account statement/ any authenticated document received from EPFO showing the entries of the amount credited.
- b. ECR challan along with scroll of the employees generated from the website of ESI.
In case non-deposit of EPF / ESI by the agency, the amount equal to the share of EPF/ESI in respect of employer and employees shall be withheld and other components of invoice shall be paid in the first instance.
- c. ***If the agency fails to pay the share of EPF/ESI in respect of employees and employer in the subsequent month then the contract may be terminated by forfeiting the security deposit of the contractor besides debarring the agency for 3 years from participating in the future e-tender process of VMH.***

Copies of the quarterly, half-yearly & annual returns of GST, ESI, EPF and Professional Taxes shall be submitted after its submission to the concerned authorities.

4. The Agency shall pay wages to the personnel deployed by them through the respective Bank Account latest by the 7th of every month and shall produce copy of the Acquittance Roll and bank statement every month along with their bill.

5. During the period of this contract, the Agency shall provide proper and adequate service as per Clause 9 of the General Terms & Conditions and perform their duties diligently, honestly and to the entire satisfaction of the Victoria Memorial Hall. The Agency shall constantly keep in touch with the Victoria Memorial Hall regarding their services and abide by all instructions and directives issued by the authority of the Victoria Memorial Hall in this regard.

The Agency shall give or provide all necessary superintendence during the execution of the ticket selling related assignment for proper fulfilling of their obligation under the contract.

6. The Agency shall ensure compliance of all Acts, Rules and statutory orders in force with regard to deployment of their staff in the premises of the Victoria Memorial Hall for the purpose of this contract and shall keep the Victoria Memorial Hall indemnified against any liabilities arising out of non-compliance of any of the Acts, Rules or Orders on their part.

7. The Agency shall not deploy any unfit person (or persons having any contagious disease) or person below 18 years or above 60 years of age in the Victoria Memorial Hall. In this regard, Agency shall submit annual return to the Victoria Memorial Hall authority in respect of age/Date of Birth, medical fitness of their deployed personnel. The person(s) found medically unfit/physically deteriorated at any point of time will not be allowed to perform duties and the Agency will be responsible to replace such person within 24 hours.

8. The Agency shall make periodical Police verification of the particulars of their employees and issue proper identity cards to those employees who are deployed by them at any point of time for the purpose of this contract in order to facilitate verification of their identity by the Victoria Memorial Hall. They shall always wear uniform and identity card while inside the premises of the Victoria Memorial Hall.

9. The Agency shall be liable to comply with directions of the Victoria Memorial Hall to replace within 24 hours of receipt of such direction, any member of their staff deployed for the purpose of this contract and shall make immediate necessary alternative arrangements to ensure proper and adequate services.

10. All personnel deployed by the Agency in the Victoria Memorial Hall, shall be in proper uniform and should be neat and clean *while on duty*. The Agency shall at their cost **(out of the service charges quoted by them in this tender): -**

I. Supply uniform including shoes, socks, name tally, gloves, raincoats & woollen clothing for their male/female personnel.

- ii. **take appropriate insurance to cover** all risks, damages or injuries, including related claims, which might occur to any person, including a third party, or to any property, including equipment, papers and documents, and arising out of, or connected with the staff member's performance under the present contract. Copy of the insurance policy may be submitted to the Victoria Memorial Hall.
 11. The agency shall be responsible to maintain adequate hygiene & cleanliness while providing service and **shall strictly adhere to the Standard Operating Procedures (SOPs) & Guidelines** issued by the Government from time to time **for preventing spread of COVID-19** pandemic, wearing of masks and hand gloves by their personnel and the cost of which shall be borne by the agency.
 12. **Victoria Memorial Hall shall accept no liability explicit or implicit for, nor any financial or other consequences arising** from, sickness, injury, damages, partial or full disability or death of the personnel of the agency deployed in **VICTORIA MEMORIAL HALL** as per the contract or any person(s) performing any work on their behalf under the present contract, including the time spent in travel for performing the duty under the present contract nor for any damages which may arise by reason of the neglect or default of any of them.
 13. The Agency shall be responsible for observance and compliance of different industrial laws as in force and they shall ensure that no demonstration/agitation of any kind takes place inside or near the premises of the Victoria Memorial Hall by the personnel engaged by the Agency.
 14. The Victoria Memorial Hall shall pay to the Agency nothing more than the amount as may be due under the contract terms.
 15. The agency shall not sub-contract or sub-let, transfer or assign the contract or any other part thereof to any person/agency.
 16. The payment shall be made through e-payment on monthly basis within 30 days from the date of submission of the proper and pre-receipted GST compliant bill, duly certified by the authorized representative of Victoria Memorial Hall. In case of the Agency's failure to provide requisite services on particular day/days, proportionate deduction as decided by the competent authority of the Victoria Memorial Hall, shall be made from the monthly bill.
-
17. The Victoria Memorial Hall shall reimburse the amount of Goods and Service Tax (GST) as applicable and paid by the Agency to the authorities on account of services rendered by them to the Victoria Memorial Hall. The reimbursement shall be admissible on production of proof of deposit i.e. copy of challan by the Agency. **GST is levied on Basic Rate, Fixed charges towards machinery & equipment provided and Overhead & administrative charges.**

18. In the beginning, the contract shall be on a trial basis for three months only, and thereafter, it would be extended for a further period of nine months, if the services are found to be satisfactory during the trial period of the Agency. The contract may be renewed at the discretion of Victoria Memorial Hall on year-to-year basis for a maximum period of five years, including the trial period. However, in the event of such renewal of the Contract each year, the Service charges of the Agency shall not be revised. But the liability due to revision of minimum wages and statutory duties & taxes from time to time, shall only be considered for revision.

19. The contract can be terminated by Victoria Memorial Hall at any time without notice in the event of gross security risk or gross damage to Victoria Memorial Hall's property due to agencies' failure or persistent failures of the Agency in providing satisfactory service to the Victoria Memorial Hall and the decision of Victoria Memorial Hall in this regard shall be final and binding on the agency. For reasons other than those mentioned in the Clause above, the contract can be terminated by either party by providing clear three months' notice in writing.

20. The Agency shall ensure placing the agreed number of manpower for the purpose of providing the services at the Victoria Memorial Hall. In case of absence of personnel deployed by the Agency for any reason, required number of substitutes to be provided by the Agency, failing which the Victoria Memorial Hall shall be at liberty to utilize such services from other available sources and such expenses that will be incurred shall be borne by the Agency. Victoria Memorial Hall shall be entitled to recover such expenditure by deduction from the payments due to the Agency including the Security Money.

21. Agency is required to furnish a Declaration-cum-Irrevocable Undertaking as per **ANNEXURE-12.17** that in case it is found that Owner or any of his/her employees are involved in illegal, immoral & corrupt practice after award of the Contract, the Victoria Memorial Hall has full right to cancel the contract with or without assigning reasons.

22. **PENALTY:-***In the event of any deficiency in the services rendered by the agency, any time during the currency of the contract, the Victoria Memorial Hall shall impose penalty as finalised by the duly constituted committee which shall be recovered from the monthly bill(s) of the agency. The decision of the Victoria Memorial Hall shall be final and binding on the agency.*

In case of non-payment/partial payment of wages to the personnel deployed by the agency within the time frame of the General Terms and Conditions, a caution notice may be issued to the agency. A PENALTY of 0.25% of the contract value subject to a maximum Rs.5000/- per day may be deducted from the monthly bill of the agency with the approval of competent authority, if disbursement of payment not done within 10th day of the month. For persistent breach or unsatisfactory services as stipulated in the terms and conditions, the

contract will be terminated forthwith along with forfeiture of Security Deposit followed by blacklisting of the agency.

23. The Agency shall indemnify Victoria Memorial Hall against all claims which may be made under all and/or any of the Labour Laws of the Land including the Employees Compensation Act or any statutory modification thereof or rules there-under or otherwise for in respect any damage of compensation payable in consequence of any accident or injury sustained by any workmen engaged in the performance of the contract. In all cases of personal injury to any workmen employed by the Agency on the works is liable to pay compensation under the Employees Compensation Act.

24. The Agency shall indemnify the Victoria Memorial Hall against all claims which may be made under the Minimum Wages Act, 1948, Abolition of Child Labour Act, 1986, Provident Fund Act, 1952, ESI Act 1948, Payment of Bonus Act 1965, Industrial Dispute Act 1947, Payment of Gratuity Act 1972, Payment of Wages Act, 1936 or any statutory modification thereof or Rules there-under or otherwise for in respect of any damage or compensation arising in-consequence of any dispute under these Acts. In case any dispute is lodged against Victoria Memorial Hall under any Acts stated above, the Agency shall implead himself in the case and counter the matter. If the Agency does not do so and violate the same, it will be treated as violation of the terms of the contract, for which, the Victoria Memorial Hall may unilaterally terminate the agreement without giving any notice and recover the cost/expenses involved in the process including the dues if any from the Agency. The Agency shall ensure that the personnel deployed by him at Victoria Memorial Hall for executing the works under this contract must adhere and follow all safely norms. For any violation / contravention on safety aspects, liquidated damage to the extent the Victoria Memorial Hall suffer loss will be recovered from the Bills or / and the Security money besides the lawful action to be taken against the Agency.

25. The Agency shall ensure that the personnel deployed by him at Victoria Memorial Hall for executing the works under this contract must adhere and follow all safely norms. For any violation / contravention on safety aspects, liquidated damage to the extent the Victoria Memorial Hall suffer loss will be recovered from the Bills or / and the Security money besides the lawful action to be taken against the Agency.

26. **ARBITRATION:-**

In case of any dispute arising out of this contract between the Victoria Memorial Hall and the Agency, the matter shall be referred to the sole arbitration of a person to be appointed by the Chairman, Board of Trustee, VMH on receipt of an official request with details of the dispute, from either the Victoria Memorial Hall or the Agency. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the contract. The submission shall be deemed to be submission to arbitration under the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and of the rules made there under for the time being in force.

27. **COURT JURISDICTION:-** All disputes arising out of the tender and this contract shall be subjected to exclusive jurisdiction of the Courts at Kolkata and the writ jurisdiction of Hon'ble High Court of Calcutta.

28. **FORCE MAJEURE**

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire, pandemic, epidemic, quarantine restriction, natural calamities directly affecting the performance of the Contract, Flood and Acts and Regulations. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other party within 72 hours of the beginning and ending of the cause respectively. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts. If deliveries/services are suspended by Force Majeure conditions lasting for more than 2 (two) months, Victoria Memorial Hall shall have the option of cancelling this contract in whole or part at their discretion without any liability at their part.

29. The following documents will be the part of this agreement for all purposes in connection with the execution of this contract :

- i.E-Tender document along with all Annexures.
- ii.LOI
- iii.Copies of correspondences exchanged/to be exchanged in future between the Agency & Victoria Memorial Hall.

In witness whereof the parties hereto have set their respective hands the day and the year and the place hereinabove written:

Signed by for and on behalf of the Victoria Memorial Hall:-

In presence of 1)

2)

Signed by for and on behalf of M/s.....

In presence of 1)

2)

ANNEXURE – 12.17

(FORMAT FOR DECLARATION-CUM-IRREVOCABLE UNDERTAKING TO BE TYPED ON BIDDER'S/TENDERER'S LETTER HEAD AND TO BE SUBMITTED IN TECHNICAL ENVELOP OF THE E-TENDER DOCUMENT)

DECLARATION-CUM-IRREVOCABLE UNDERTAKING BY THE TENDERER

I/We have fully understood the above General Terms & Conditions of tender as well as the Instructions to the Bidder and other conditions attached with the e-tender which are returned herewith duly signed by me/us in token of having accepted the same in toto and I/We have quoted the above rates and made my/our offer keeping in view these terms and conditions. I/We fully agree that once I/We have endorsed my/our signatures herein below, all conditions of the tender will be applicable to me/us and it is not revocable under any circumstance.

I/we also hereby specifically undertake that the decision taken by the Tender Evaluation/ Financial Bid Evaluation Committee/Competent Authority is binding on me/us in general and the decision on unworkable tender.

I/we hereby further undertake that in-case it is found that myself/ourselves or my/our organization or my/our employees are involved in illegal, immoral & corrupt practice, the Victoria Memorial Hall has full right to cancel the contract with or without reason assigning to me/us.

Place:

Date:

Signature of the Tenderer with Seal / Rubber Stamp

12.18 Technical Specification

12.18.1 Point-Of-Sale (POS)

The system should be able to provide all types of Point-of-Sale (POS) for ticket, and non-ticket items (souvenirs).

The POS screens should be customizable to facilitate their cashiers with what they need to perform for over-the-counter sales and transactions efficiently and accurately.

The system shall be able to provide transactional reporting and cash management tools e.g. fund assignment, payment type restrictions, electronic cash top-ups, automated notification of cash levels, transaction history and journals, as well as cumulative statistics from any authorized workstation.

In the event of failure of ticketing server, then the POS/Ticketing counters can continue to issue/generate the tickets and hence the data shall be stored at counter level and once the servers are up, then all the data has to be synchronized.

Each POS terminal will include:

Computer Terminal:

1. All in one Computer

- Size: 15.6" TFT LCD
- Display Resolution LCD- 1366 x 768 or Higher
- Touch -True-flat PCAP touch with multi-touch support (IP65 on front panel)

2. Thermal printer with Auto cutter – 1 No

3 Software: Windows 10 OS, IIS, .Net Frameworks,

POS module single license Qty 1 No 4.

5. Reputed branded make for All in one computer and Rugtag/ TVS/ Epson for Printer

Thermal Printer Specification

Printing Method	Direct Thermal printing
Max. Print Speed	210 mm/sec
Print Width	64/72 mm
Paper width	79.5 ± 0.5 mm
Resolution	180 and 203 DPI
Interface	USB, Serial and Ethernet
Output	DC 24V/2.5 A
Reliability	150 km
Weight	0.95 Kg
Dimension	169 * 129 * 130 (W*D*H)
Character Per Line	Font A- 42 or 48 columns; Font B-56 or 64 columns
Character Set	U.S.A, France, Germany, U.K, Denmark I, Denmark II, Italy traditional Chinese Gbl8030, Sweden, Spain I, Spain II, Japan, Norway, Latin America, Korean
Character Size	ANK Font – Font A:12*24 dots; Font B:9*17 dots
BARCODE Type	Support 2D barcode printing; QR code/PDF 417
Data	128 KB
NV Flash	256 KB
Cash Drawer Out	DC 24V/1A
Power Adapter	Input: AC 110V/220V, 50-60Hz; Output: DC24V/2.5A

Supply, Installation, Testing & Commissioning (SITC) of Computerized and Online Ticketing System at Victoria Memorial Hall, Kolkata with onsite comprehensive maintenance for five years and daily operation and routine maintenance for five years

Operation Temperature	0°C to 45°C
Storage Temperature	10°C to 60°C
Operation Humidity	10-80%
Storage Humidity	10-90%
Compatibility	Compatible with ESC/POS command sets

12.18.2 : Specification of Local server with NAS**Software**

- Windows server 2019 or above
- MS-SQL server 2019 & above.
- IIS 7.5
- Microsoft .Net Framework 4.5

Hardware

SL. No	Description	Particular
1.	Processor	Intel® XEON ® E3- 1220v5(3.0 Ghz 4 core 8M Cache/SOW)
2.	Graphics	Nvidia 1 GB Graphics
3.	Memory	16 X 4 32 GB memory
4.	Hard Disk Drive	512GB SSD * 2
	Feature	RAID controller, 2 X HP 460W 12 V Hot Plug ACC Pxr Supply
5.	Monitor	47CM (18.5inch) TFT/LED Digital colour monitor TCO-05 Certified
6.	Keyboard	104 Keys or better
7.	Mouse	Optical scroll mouse
8.	Ports	6 USB ports (With at least 2 in front, Minimum 2 USB 3.0) 1 Serial audio port for microphone and headphone in front
9.	DVD Drive	DVD R/W
10.	NETWORK	1 Gbps x 4 no's
11.	Operating System and DB	Windows 2019 (64 Bit) Preloaded with certificate of authenticity and SQL DB STD x 2 Packs (4 Core)
12.	Warranty	Three years Comprehensive onsite warranty
13.	Make	DELL/HP/LENOVO/IBM

Data base specification:

- Highly performance reliable database with uptime
- High availability with redundancy & clustering
- Should support existing system & IT security rules and procedures
- Should also support OS security
- Database replication & migration should be real-time without affecting the operations
- The database should be highly scalable and should sustain incremental & peak loads over the operation period
- Minimum 300 concurrent connections support
- Performance should not degrade with significant incremental data each day
- Should be able to support windows & Linux
- Should support audit trail and policy compliance of sensitive data
- Should support periodic & occasion backup and restore without having to hold the operations. Both incremental & full back up to be supported
- Should have inbuilt alert mechanism to warn potential issues
- Crash recover mechanisms to be supported
- Should be able to distribute data onto physical storage devices for record keeping
- Should support off-line database setup and quick search for record keeping
- Relational database management system
- DB MySQL/MSSQL/Oracle

SL. No	Description	Particular
1.	Processor	Intel® XEON ® E3- 2470(2.30 Ghz 8 core 20M Cache/SOW)
2.	Graphics	Nvidia 1 GB Graphics
3.	Memory	16 X 4 64 GB memory
4.	Hard Disk Drive	10 TB SSD * 2

Supply, Installation, Testing & Commissioning (SITC) of Computerized and Online Ticketing System at Victoria Memorial Hall, Kolkata with onsite comprehensive maintenance for five years and daily operation and routine maintenance for five years

	Feature	RAID controller, 2 X HP 460W 12 V Hot Plug ACC Pxr Supply
5.	Monitor	47CM (18.5inch) TFT/LED Digital colour monitor TCO-05 Certified
6.	Keyboard	104 Keys or better
7.	Mouse	Optical scroll mouse
8.	Ports	6 USB ports (With at least 2 in front, Minimum 2 USB 3.0) 1 Serial audio port for microphone and headphone in front
9.	DVD Drive	DVD R/W
10.	NETWORK	1 Gbps x 4 no's
11.	Operating System and DB	Windows 2019 (64 Bit) Preloaded with certificate of authenticity and SQL DB STD x 2 Packs (4 Core)
12.	Warranty	Three years Comprehensive onsite warranty
13.	Make	DELL/HP/LENOVO/IBM

12.18.3: Ticket Validating Device

SL No	Description	Particulars
1	Operating system	Android 7.0 Secured Operating System or above
2	CPU model	Quad-Core ARM Cortex-A7 Processor - Qualcomm Snapdragon - minimum
3	RAM	1 GB RAM - minimum
4	Device Internal Storage	EMMC - 8GB - minimum
5	Screen	5.0 inch LCD touch screen ; Resolution 1280 x 720 - minimum
6	Communication	4G/3G/2G/Hot spot/Bluetooth
7	GPS	Built-in GPS,AGPS
8	USB	USB Type-C (OTG), Mini USB serial port
9	Camera	Rear camera:5 Mega-pixel camera Front camera:0.3 Mega-pixel camera Support 1D / 2D scanning
10	Card Slots	SIM Card : 2 slots SAM Card : 1 slot SD Memory Card : 1 slot
11	Printer	Built-in high speed thermal printer - 58mm print paper
12	Fingerprint Reader	Integrated Fingerprint Reader STQC Certified NEXT Active Thermal™ sensing (patented) Active Sensing Area : 11.9 x 16.9 mm2 UIDAI L0 Managed Android OS Registered Device (RD) Service Supported
13	Magnetic card reader	Support 1/2/3 track, Bi-directional swiping
14	IC card read-write	Support type A(5.0V),type B(3.0V) or type C(1.8V) (In compliance with EMV and PBOC)
15	NFC card	Support ISO/IEC14443 Type A&B, Mifare1 (In compliance with EMV and PBOC, with card reading indicator)
16	Password keyboard	Built-in password keyboard (virtual); Support DES, 3 DES, RSA, SHA - 256 and AES; algorithm
17	Battery	Fast Charging USB Charging- Lithium battery 7200 mAH with 3.7 V
18	Power Adaptor	Input:110V to 240V AC/50 ~ 60Hz Output: 5 v DC / 2 A General Type-C USB interface
19	Dimension and weight	191.6mm × 80.2mm × 46mm, 424g
20	Certification	PCI PTS 5.x EMV Contact Terminal L1&L2 EMV Contactless Terminal L1 3C,FCC,CE PBOC3.0 L1&L2 STQC(Fingerprint module) :Under Renewal Visa Paywave Mastercard Paypass MSDS - Battery BIS, WPC, MSAI (India)
21	Make	Zebra, Watchdata, Origin

12.18.4 UPS

- Make APC/Numeric/ Reputed
- Backup time (Minimum 2 hours)