NOTICE INVITING TENDER

WALKIE TALKIE ON RENTAL

To undertake the service of supplying Kenwood NX420K3 Walkie Talkie sets along with standard accessories with all inclusive charges and unlimited airtime charges on a per radio per month rental basis, Victoria Memorial Hall, 1, Queen’s Way, Kolkata – 700 071 invites sealed tenders in two bid format comprising of the technical bid and financial bid from reputed, authorized agencies, experienced in related works pertaining to supply of Kenwood NX420K3 Walkie Talkie sets with standard accessories.

Scope of the Project

The scope of the project will comprise the supply of seventeen number (17) of Kenwood NX420K3 Walkie Talkie sets along with standard accessories and unlimited airtime charges. The service shall initially be for a period of one year. VMH may be subsequently extended the duration of the service by mutual consent.

Kenwood NX420K3 Walkie Talkie Specifications:

<table>
<thead>
<tr>
<th>WARRANTY</th>
<th>1 Year Manufacture Warranty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Covered in Warranty</td>
<td>1 year</td>
</tr>
<tr>
<td>Not Covered in Warranty</td>
<td>Warranty does not cover any external damage</td>
</tr>
<tr>
<td>Warranty Service Type</td>
<td>On-Site Service</td>
</tr>
<tr>
<td>IN THE BOX</td>
<td>1 Walkie Talkie, 1 Battery Pack, 1 Antenna, 1 Rapid Charger and all standard accessories.</td>
</tr>
<tr>
<td>Number of contents in Sales Package</td>
<td>Pack of 1</td>
</tr>
<tr>
<td>GENERAL</td>
<td></td>
</tr>
<tr>
<td>Brand</td>
<td>Kenwood</td>
</tr>
<tr>
<td>Mode Number</td>
<td>NX420K3</td>
</tr>
<tr>
<td>Type</td>
<td>Two Way Radio</td>
</tr>
<tr>
<td>Series</td>
<td>NX420</td>
</tr>
<tr>
<td>Color</td>
<td>Black</td>
</tr>
<tr>
<td>Ideal Usage</td>
<td>Walkie-talkie is a two-way radio: you can both talk and listen (send and receive). Service Industry (Hotel, Restaurant, Supermarket etc)</td>
</tr>
<tr>
<td>Range</td>
<td>0.5 – 3.0</td>
</tr>
<tr>
<td>Number of channels</td>
<td>4</td>
</tr>
<tr>
<td>Digital</td>
<td>Yes</td>
</tr>
<tr>
<td>Wavebands Supported</td>
<td>UHF</td>
</tr>
<tr>
<td>Frequency Range</td>
<td>806 – 870</td>
</tr>
<tr>
<td>Number of Privacy Codes</td>
<td>10</td>
</tr>
<tr>
<td>Hands Free Support</td>
<td>Yes</td>
</tr>
</tbody>
</table>
Eligible Bidders

Sealed bids, duly super scribing Tender Number and Due Date on the envelope in two bid system (Technical and Price Bid) are invited from such firms as mentioned before for supply of Kenwood NX420K3 Walkie Talkie sets along with standard accessories including all inclusive charges and unlimited airtime charges on a per radio per month rental basis to Victoria Memorial Hall, 1 Queen’s Way, Kolkata – 700 071.

1. Sealed offers in prescribed format prepared in accordance with the procedures and accompanied by an earnest money deposit in the form of a demand draft on a Nationalised Bank of Rupees two thousand five hundred drawn in favour of Victoria Memorial Hall should be submitted at the office in Victoria Memorial Hall on or before 2 PM on 08.05. 2018. The bid document may be down loaded from the Victoria Memorial Hall web site www.victoriamemoria-cal.org. The technical bids will be opened at 3.00 PM on 08.05.2018 in the presence of those tenderers who wish to remain present. A committee will evaluate the technical bids. The financial bid of only such bidders who are found to have qualified technically shall be opened subsequently. The date and time of the opening of the financial bid shall be communicated to the concerned bidders subsequently.

2. Note: Victoria Memorial shall not be responsible for non-receipt / non-delivery of the Bid documents due to any reason whatsoever.

3. Procedure for submission of bids:
   a) It is a two cover system for this tender
i) Technical Bid in one cover
ii) Financial Bid in one cover

b) Technical Bid of the Tender should be put in a sealed cover superscribing the words “Tender Bid”. The Technical Bid should include the Annexure A to Annexure-E duly filed in and accompanied by relevant enclosures. Please note that prices should not be indicated in the Technical Bid.

c) Copy of the Financial Bid of the tender should be put in a separate sealed cover superscribing the words “Financial Bid”. The Financial bid should include the Annexures F to H duly filled in and accompanied by relevant enclosures.

d) The Technical Bid and Financial Bid, prepared as above are to be kept in a single sealed cover superscribed with Tender Number. All covers thus prepared should also clearly indicate the name and address of the agency.

4. The agency shall bear all costs associated with the preparation and submission of the its bid, including technical presentation, and the presentation of the samples etc. Victoria Memorial will, in no case, be responsible or liable for these costs, regardless of the outcome of the Tendering process.

5. The Agency shall indicate the prices only in the Proforma prescribed in Annexure H of the Financial Bid.

6. Prices inclusive of all statutory levies quoted must be firm and final and shall remain constant for a period of 1 year from the date of opening of the tender.

7. The place of work will be the Victoria Memorial, 1, Queen’s Way, Kolkata – 700071. The radio trunking sets will require to function on 24x7x365 days basis. It will be imperative on each Agency therefore to fully acquaint itself with the local conditions and factors, which would have any effect on the performance of the contract and / or the cost.

8. The Victoria Memorial will not provide any hardware and software to the agency.

9. The tender bids of those bidders who would be bidding twice or more against this tender either singly or jointly will be liable for rejection by the Victoria Memorial.

10. Pre-qualification for the bid: The agency must fulfil the following pre-qualification conditions. The duly constituted technical evaluation committee will only evaluate technical bid of the agencies fulfilling the pre-qualification conditions. Bid of agencies not fulfilling the pre-qualifications given below will be rejected. The agency or the participating parties jointly in a consortium must be able to comply the following:

(a) Tenders will not be accepted after the stipulated date and time.

(b) Latest Income Tax Clearance Certificate (ITCC) or receipt issued by IT authority in support of Agency having submitted the IT return for the previous year.
(c) The agency should have prior experience of having supplied Kenwood trunked radio services along with standard accessories and unlimited airtime on a rental contract basis to at least two reputed clients for a period of over two immediately preceding financial years. The agency will be required to attach certificates from the client attesting to the satisfaction of the client with the radio trunking services provided by the agency.

(d) The agency should have in its possession all clearances, licences and permissions as may be necessary from the licensing / regulatory authorities or the Govt. as the case may be for the operation and the leasing of the airtime of the radio trunking services to the clients. Victoria Memorial shall not be liable for the procurement of any license or permission or authority for the operation of the radio trunking services. The copies of the permission / licenses or authority should be attached with the appropriate annexure of the tender document at the time of submission.

(e) In view of the sensitive nature of the security of the Memorial the agency should have the capability to respond to and replace defective sets within twenty four hours of the receipt of the complaint, failing which the agency is liable to pay to the Memorial a sum of Rupees fifty as penalty for every twenty four hours or part thereof exceeding the first twenty four hours for each non functional set. As Victoria Memorial is in urgent requirement of the sets the agency shall be required to supply the sets to the Memorial within 30 days of the receipt of the supply order failing which the agency shall be liable to pay to Victoria Memorial L.D. @ 01% of the value of the annual contract subject to a maximum of 10% of the value of the annual contract. To realize L/D amount VM will have the right to encash / revoke the Security Deposit.

11. The Victoria Memorial reserves the right to accept any bid and to annul the Tender process and reject all bids at any time prior to the aware of the Contract, without thereby incurring any liability to the affected Agency or Agencies, without assigning any reasons.

12. The duly constituted committee may at its own discretion decide to inspect the agency’s work premises and its infrastructure to evaluate and ascertain the details as furnished by the agency in the technical bid and agency’s technical competence to perform the offered services. All expenses relating to the visits will be borne by Victoria Memorial.

13. The Victoria Memorial may evaluate the Technical Bids by requiring technical presentations sessions and visits to agency premises to find out the eligibility, technical suitability and competence of the agency to perform the Contract.

14. The Agency shall perform the services and carry out its obligations under the Contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional and consulting standards and shall observe sound management, technical practices.

15. The Victoria Memorial or a third party appointed by the Victoria Memorial may examine the equipment or its functioning to ensure its conformity to the requirement. The agency...
shall be required to rectify all errors detected in the course of examination.

16. Payment will only be made in Indian Rupees (INR). No advance payment shall be made for this project. Payment shall be made, subject to the receipt of satisfactory services, on a monthly basis.

17. Performance of services shall be made by the selected agency in accordance with the time schedule, specified by the Victoria Memorial in its work order assignment. If at any time during the performance of the Contract, the selected Agency should encounter conditions impeding timely performance of the Services, the selected agency shall promptly notify the Secretary & Curator in writing of the fact of the delay, its likely duration and its cases. As soon as practicable after receipt of the selected agency’s notice, the customer shall evaluate the situation and may at its discretion extend the time for performance in writing.

18. If the selected agency is not able to fulfil its obligations under the contract, which includes non-completion of the work, the Victoria Memorial reserves the right to select another agency based to accomplish the work. Any costs, damages etc. resulting out of the same shall have to be borne by the selected agency.

19. The selected agency shall not, without Victoria Memorial’s prior consent, disclose the Contract, or any provision thereof, any specification, plan, drawing, pattern, information, sample of information furnished by or on behalf of Victoria Memorial in connection, therewith, to any person other than a person employed by the agency in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as so far as may be necessary for purposes of such performance. All information given to the supplier for the execution of the order is to be treated as SECRET / CONFIDENTIAL. The technical information, drawings, specification and other related documents forming part of this Enquiry / Order are the property of VM and shall not be used for any other purpose except for the execution of Order. Any information / drawing etc. shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole / part or duplicated, modified, divulged and / or disclosed, to a third party not misused, used in any other form whatsoever without purchaser’s prior consent in writing except to the extent required for the execution of this order. At the selected agency shall in the event of any breach of the above provisions, make good of any loss / cost / damage / any other claim whatsoever preferred by anybody to VM in this respect.

20. Printed terms and conditions of the Bidder will not be considered as forming part of their Bid. In case terms and conditions of the contract applicable to the Invitation of Bid are not acceptable to any Bidder, he should clearly specify the deviation in its tender (Annexure C and F).

21. The selected agency shall ensure the quality of the service and adhere to the time frame. Violation of this will attract cancellation of work order.

22. The selected agency would submit detailed bio-data (s) of the professionals, who will be involved in the project, along with the details of infrastructure 7 days in advance to the
Victoria Memorial before commencing the work. The end product of all the work assignments carried out by the agency, in any form, will be the sole property of the Victoria Memorial.

23. Financial settlement of the account shall be made on a monthly basis when all the deliverables as specified in this tender is received and the system is made operational / functional in all respects and found satisfactory. The payments will be made subject to deduction of TDS as per Income Tax Act, 1961.

If the deliverables including the service is not to the satisfaction of the Victoria Memorial, Victoria Memorial shall have the right to deduct the payments, depending upon the quality of work output. If it is found that the service in progress is not up to the mark, Victoria Memorial reserves the right to cancel the contract. It may consider making payment only for the approved amount of the service subject to the extent of satisfaction of the VM authority.

24. The selected agency will be required to deposit before receipt of the supply order 10% of the contract value in the same form as in EMD as Security Deposit. The sum so deposited shall not carry any interest and is liable to deduction / forfeiture in the event of the agency not delivering accepted services or found unable to replace / repair faulty sets immediately on demand. The amount will be refunded after the contract is over.

25. The offers submitted through Telex/ Telegram / Fax / E-mail or any manner other than specified above will not be considered. No further correspondence will be entertained in this matter.

26. Alteration, if any, in the tender prior to its submission should be attested properly by the agency failing which the tender is liable to be rejected.

27. The selected agency would provide all necessary infrastructures at Victoria Memorial's venue including professionals, software, hardware and peripherals for successful completion of assignment.

28. At any time prior to the last date of submission of tenders, the Secretary & Curator, Victoria Memorial for any reason, whether at his own initiative or in response to a clarification required by a prospective bidder may modify this tender document. Unsuccessful bidders will get refund of earnest money, on application to the Secretary & Curator, Victoria Memorial Hall, Kolkata.

29. No conditional offer will be accepted.

30. It is not binding on VM to accept the lowest or any tender. VM reserves the right to accept any of the tender or part of a tender without assigning any reason. VM reserves the right to split up the tender and place order for the item/s with different suppliers. VM also reserves the right to order 25% more / less of the total ordered quantity.

31. Risk Purchase: If successful tenderer fails to supply material within the stipulated delivery
date, VMH reserves the right to procure same or equivalent materials from alternative sources at the vendor’s risk, responsibility and cost. Any extra cost incurred in the procurement of the material from alternative source will be recovered from the Earnest Money Deposit / Security Deposit and if the value of the materials under risk purchase exceeds, the amount of Security Deposit the same may be recovered if necessary by due legal process.

32. Test / Guarantee Certificate: Manufacturer’s Test Certificate is to be submitted alongwith the materials. In case T.C. is not made available at the time of dispatch a Guarantee Certificate from the manufacturer has to accompany the material confirming that the material / equipment has been manufactured strictly conforming to the specification mentioned in the order.

33. Order once placed must be completed in full within the stipulated delivery period, unless otherwise specially agreed by the buyer in writing.

34. Cancellation of Order: VMH, Kolkata reserves the right to cancel any order. If placed in part / full without assigning any reason and with no financial implication.

35. Arbitration: IN case of any dispute or difference arising out of the contract, the decision of the Secretary & Curator, VM is final against which no appeal would be entertained.

36. Compliance with Laws: The selected agency is warranted that all goods purchased against the enquiry shall conform with all applicable City, States and Central Laws, Ordinances and Regulation. Further, the Vendor shall indemnify / defend / relieve VMH harmless from loss, cost of damage, by reason or any actual or alleged violation thereof.

37. Victoria Memorial Hall shall not be liable in case any employees or workmen of any contractor receives injury while actually serving his employer in connection with the latter’s work inside the compound of VMH.

Administrative Officer
BID LETTER

To
Secretary & Curator
Victoria Memorial Hall
1 Queen’s Way
Kolkata – 700 071

Ref Tender No. ......................................................... dated ............... 

Subject: Proposal for providing services relating to copy of Kenwood NX420K3 Walkie Talkie sets with Standard Accessories.

Sir,

We, the undersigned Agency, having read and examined in detail the specification and all the bidding documents do propose to provide the Services as specified in the bidding document no. _______________________________.

Our offices are equipped to supply to Victoria Memorial Hall on a yearly rental basis Kenwood NX420K3 Walkie Talkie sets with standard accessories. Our establishment is open for inspection by Victoria Memorial Hall.

All prices mentioned in our proposal are in accordance with the terms specified in bidding documents.

All the prices and other terms and conditions of this proposal are valid for a period of 90 calendar days from the date of opening of the bids.

We are an Indian Firm and do hereby confirm that our Bid prices are all inclusive.

We have carefully read and understood the terms and conditions of the contract applicable to the tender and do hereby undertake to provide the services as per these terms and conditions.

We enclose herewith the complete Technical Bid as required by you. This includes:

- Bid particulars (Annexure B).
- Statement of Deviation (s) from Tender terms and conditions (Annexure C).
☑ Documentary Proof for fulfillment of pre-qualification conditions of the tender document (Annexure D).
☑ Details of Earnest Money Deposit furnished in the form of Bank Guarantee.

We do undertake that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, the tender document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this_____________ day of 2018  

signature of Agency
Full Address

Details of enclosures.  

Telephone No.
Address

Fax No.
Company Seal
ANNEXURE B  
Technical Bid  

BID PARTICULARS  

Bid Particulars for Tender No. : _________________________________  
1) Name of the Bidder : ___________________________________  
2) Address of the Bidder : ___________________________________  

Telephone No. :  
Fax :  
E-mail :  
3) Date of Inception : _______________________________ (for primary party)  
____________________ (for associated parties in the consortium)  

4) Name and address of the second Bidder (Applicable in case of a consortium. Please attach a copy of Memorandum of Understanding or any other agreement document)  

5) Bidder's proposal number and date :  
6) Name and address of the officer to whom all references shall be made regarding this tender  

Phone :  
Fax :  
E-mail :  
Signature : ___________________________________  
Name : ___________________________________  
Designation : ___________________________________  
Date : ___________________________________  

COMPANY SEAL
Dear Sirs,

Following are the deviations and variations from the tender terms and conditions. These deviation and variations are exhaustive. Except these deviations and variations, the entire Service shall be imparted as per your specification and documents.

<table>
<thead>
<tr>
<th>SL.</th>
<th>Statement of deviations and No. Variations</th>
</tr>
</thead>
<tbody>
<tr>
<td>No.</td>
<td></td>
</tr>
</tbody>
</table>

Signature of Agency  
Name  
Date  
Place  
Company Seal
ANNEXURE D
Technical Bid

DOCUMENTARY PROOF FOR FULFILMENT OF PRE-QUALIFICATION CONDITIONS

(Please attach separate sheets if required. The authorized signatory representing the agency should duly attest the attached photocopies of the supporting documents)
ANNEXURE E

EARNEST MONEY DEPOSIT DETAILS

[Please give the details of the Earnest Money Deposit of Rs. ___________ (Rupees ____________________ only in the form of Bank Draft being furnished for bidding in this tender]
ANNEXURE F
Financial Bid

BID LETTER

To
The Secretary & Curator
Victoria Memorial Hall
1, Queen's Way
Kolkata – 700071

Ref. Tender No. ................................................ Dated .........................

Sir,

We declare:

That we / our principals are equipped with adequate hardware / software and other facilities required for providing services and our establishment is open for inspection by the representatives of the Victoria Memorial.

We hereby offer to provide Services at the prices and rates mentioned in the Financial Bid in Annexure G.

We do hereby undertake, that,

In the event of acceptance of our bid, the Services shall be provided as stipulated in the work order and the tender terms and conditions to the Bid and that we shall perform all incidental services.

The prices quoted are all inclusive of all charges, inclusive of travelling, hardware / software / manpower etc. for providing the desired services.

We enclosed herewith the complete Commercial Bid as required by you. This includes:

A. Bid Letter
B. Statement of Financial Deviation (Annexure G)
C. Details of Cost of Services offered (Annexure H)

We agree to abide by our offer a period of 90 days from the date fixed for opening of the tenders and that we shall remain bound by a communication within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to provide the services as per these terms and conditions. The Financial Deviations are only those mentioned in Annexure I.

We do undertake that, until a format contract is prepared and executed, this bid, together with your written acceptance thereof, the tender document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this ____________ day of 2018

Signature of Agency
Full Address

Details of enclosures
Telephone No.
Address
Fax No.
Company Seal
Following are the Commercial deviation(s) and variation(s) from the specifications and documents for the Tender. These deviation(s) and variation(s) are exhaustive. Except these deviation(s) and variation(s), the entire Service shall be imparted as per your specifications and documents.

<table>
<thead>
<tr>
<th>Sl.</th>
<th>Statement of deviations and variations</th>
</tr>
</thead>
</table>

Signature of Agency
Name
Date
Place
Company Seal
**ANNEXURE H**  
Financial Bid

DETAILS COSTS STRUCTURE FOR IMAGE CAPTURE AND PROCESSING WITH FINAL OUTPUT AS PER THE SPECIFICATIONS

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Items</th>
<th>Cost as per set per month in INR (inclusive of all taxes, levies and duties)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Supply of 17 (seventeen) numbers of Kenwood Trunked Radio sets along with standard accessories and unlimited airtime charges on a per radio per month yearly rental basis</td>
<td></td>
</tr>
</tbody>
</table>

Signature of Authorized Signatory  
Company Seal