



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)

V.M. No. 445/2024

Date 08.03.24

Corrigendum

Ref: Tender Notice V.M. No.327/2024 Dated 16.02.2024

Subject: **Extension of last date of tender submission.**

Last date of submission of tender physically in the tender box kept in the office of Victoria Memorial Hall, Kolkata has been extended to 15.03.2024 (up to 2:30 PM).

Other terms and condition of the tender notice remain unchanged.

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


Secretary & Curator



Ministry of Culture
Government of India

TENDER DOCUMENT

For

**OPERATION & MAINTENANCE OF THE
LIGHT & SOUND SHOW ON THE FAÇADE
OF VICTORIA MEMORIAL HALL, KOLKATA,
ASSOCIATED SOFTWARE & HARDWARE
AND EQUIPMENTS OF THE PROJECT**

The Pre-Bid meeting date will be held on 26.02.2024 at 3.00 p.m.

It will be held in hybrid mode. Link for online mode is given below:

<https://meet.google.com/pvw-hsay-xzj>

**Or
Scan the QR Code**



VICTORIA MEMORIAL HALL
(An Autonomous Organisation under the Administrative
Control of the Ministry of Culture, Govt. of India)
1, Queen's Way, Kolkata-700071, India

TABLE OF CONTENTS

Sl. No.	Subject	Page No.
1.	INSTRUCTIONS TO THE TENDERERS/BIDDERS FOR SUBMISSION OF BIDS	2 – 5
2.	INSTRUCTIONS TO THE BIDDERS <ul style="list-style-type: none"> ➤ BROAD SCOPE OF WORK ➤ ELIGIBILITY CRITERIA ➤ EVALUATION CRITERIA ➤ EMD – DEPOSIT ➤ PRE-BID MEETING ➤ TECHNICAL BID ENVELOPE ➤ FINANCIAL BID ENVELOPE ➤ DISCHARGE OF EMD 	6 – 11
3.	GENERAL TERMS AND CONDITIONS OF CONTRACT <ul style="list-style-type: none"> ➤ CREDENTIALS ➤ RESPONSIBILITIES OF THE TENDERER/BIDDER ➤ SECURITY DEPOSIT AMOUNT ➤ PAYMENT ➤ PENALTY ➤ TENURE AND VALIDITY ➤ PERSONAL ACCIDENTAL INSURANCE ➤ FORCE MAJEURE ➤ ARBITRATION 	12 – 15
4.	Special conditions of work Details of Operation & Maintenance Details of Comprehensive Maintenance	16 - 19
5.	Hardware & software	20 – 21
6.	Bids Declaration & Undertaking * Details of Bidders ANNEXURE – A & B	22 – 24
7.	Format of Declaration of MSMEs ANNEXURE – C	25
8.	Format of Financial Bid ANNEXURE – D	26

INSTRUCTIONS TO THE TENDERERS/BIDDERS FOR SUBMISSION OF BIDS ONLINE THROUGH E-PROCUREMENT SITE

<https://eprocure.gov.in/eprocure/app>

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 soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates (DSC). 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 online on the CPP Portal. More information useful for submitting online bids on the CPP Portal 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, 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 and generally they can be in PDF / XLS / RAR / DWF formats as mentioned. **Bid documents may be scanned with 100 dpi with black and white option.**
- (c) To save the time and efforts required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the tenderers/bidders. Tenderers/bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting the bid just by tagging and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS: -

- 1) Tenderer/bidder should log into the site well in advance for bid submission so that he/she uploads 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 digitally sign and upload the required bid documents one by one as indicated in the e-tender document.
- 3) Tenderer/bidder has to select the payment option as “offline” to pay the 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 document. Scanned copy of DD/any other acceptable instrument as mentioned towards EMD should be uploaded while online submission of the tender and the original should be posted/couriered/given in person to the Tender Processing Section before the last date and time of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the Scanned copy and the data entered during bid submission time, 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 online by the tenderers/bidders. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 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 .xls 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 the green colored (unprotected) cells with their respective financial quotes and other details (such as name of the Tenderer/bidder). No other cells should be changed. Once the details have been completed, the tenderer/bidder should save it and submit it online, without changing the file name. If the **Rate Quote Sheet** file is found to be modified by the tenderer/bidder, the bid will be rejected. In e-Tendering, intending tenderer/bidder can quote their rate in figures only. The total amount is generated automatically. Therefore, the rate quoted by the tenderer/bidder in figures shall be taken as correct. The Comparative Statement is also generated automatically by the system. The Comparative Statement and rate quoted by each tenderer/bidder shall be downloaded. **The manual calculation check of tenders/bids and Comparative Statement, shall be final. In case, any discrepancy is noticed, the decision of appropriate authority of VMH shall be final and binding.**
- 7) The server time (which is displayed on the tender's/bidder's dashboard) will be considered as the standard time for referring the deadlines 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 through online e-tendering system to the **Tender Inviting Authority (TIA)** well before the bid submission end date & time (as per Server System Clock).
- 8) All the documents being submitted by the tenderers/bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until

the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

- 9) The uploaded tender documents become readable only after the tender opening by the authorized tender/bid openers.
- 10) Upon the successful and timely submission of tenders/bids, the portal will give a successful tender/bid submission message & a tender/bid summary will be displayed with the NIT/tender/bid no. or Name of Work and the date & time of submission of the tender/bid with all other relevant details.
- 11) The tender/bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any tender/bid opening meetings.

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),**

Name : Secretary & Curator

**Address : Victoria Memorial Hall
1, Queen's Way
Kolkata – 700071**

Contact No. : 033-2223-1890/1891/0953/5142

Website : www.victoriamemorial-cal.org

Email ID : victomem@gmail.com

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

VICTORIA MEMORIAL HALL, KOLKATA

Tender Notice V.M.No.327/2024

Dated: 16.02.2024

Victoria Memorial Hall (VMH), Kolkata, an autonomous organization under the administrative control of the Ministry of Culture, Govt. of India, invites tender in 2(two) parts (Technical & Financial Bid) from reputed and experienced Agencies for Operation & Comprehensive Maintenance of the Light & Sound show on the façade of VMH for a period of three (3) years.

The tender documents can be downloaded from the website www.victoriamemorial-cal.org

1. Broad Scope of Work:

- i) Operation and daily checking of equipment, routine maintenance of the entire Light & Sound show from 6.30 p.m. to 7.15 p.m. except Mondays and designated holiday or as specified by VMH authority.
- ii) Comprehensive, periodical and break down maintenance of the Light & Sound show system consisting of computers, associated software, DMX system associated lights, TV monitors, audio system, projection mapping show, automated, associated hardware & software to run the system, uninterruptedly in the ground floor of VMH, Kolkata for a period of three year.
- iii) Agency may have to operate the system beyond the hours mentioned as above if required.
- iv) While doing the maintenance of the system, agency has to keep the necessary spare parts for uninterrupted running of the System.

2. Eligibility Criteria of the Applicant:

- (A) The agency should be either registered as a Company under the Companies Act, 1956/2013 or as a Partnership (including Limited Liability Partnership) under the Partnership Act, 1932 or registered Proprietorship Firm as the case may be and should be in existence as such entity for not less than three years as on date of the tender.

The agency should be in possession of:

- (a) Trade License
- (b) GST Registration
- (c) Registration under the Shops & Establishment Act
- (d) PAN Card (in the name of firm/agency or proprietor)

The agency or any of its partners / directors, etc. should not have been blacklisted/debarred by any of the Government agencies or department or should not have been found guilty of commission of acts of moral turpitude or convicted for any economic offence or for violation of any labour laws etc. by an

court or any authority appointed to enforce any labour laws or regulations including PF/ESI authorities. Further no past contract of such agency should have been terminated in the past 3 years on account of violation of laws or deficiency of services or breach of contract. (To be submitted as per Annexure – “B” in bidder’s/tenderer’s letterhead).

- (B) (i) Should have experience in the operation and maintenance of **3 (three)** similar installations having Light & Sound systems, programming of the software, where the visitors are involved, in Central Government / Central Autonomous Bodies / State Government / Central Public Sector Undertakings / Corporate Houses / reputed private Institutions of requisite magnitude / amusement parks / theme parks each costing not less than Rupees 11.2 lakhs annually during the last seven years.

OR

- (ii) Should have experience in the operation and maintenance of **2 (two)** similar installations having Light & Sound systems, programming of the software, where the visitors are involved, in Central Government / Central Autonomous Bodies / State Government / Central Public Sector Undertakings / Corporate Houses / reputed private Institutions or requisite magnitude / amusement parks / theme parks each costing not less than Rupees 14 lakhs annually during the last seven years.

OR

- (iii) Should have experience in the operation and maintenance of **1 (one)** similar installations having Light & Sound systems, programming of the software, where the visitors are involved, in Central Government / Central Autonomous Bodies / State Government / Central Public Sector Undertakings / Corporate Houses / reputed private Institutions of requisite magnitude / amusement parks / theme parks each costing not less than Rupees 22.4 lakhs annually during the last seven years.

- (C) Should have a registered office in Kolkata as it requires daily operation of the system.

3. Evaluation Criterion:

(A) Technical Evaluation:

Selection process of the bidders for opening the financial bids:

1. The documents submitted by Bidders shall be evaluated for their experience and capability in the operation and maintenance of installations similar in nature, where the visitors are involved, operation of theme parks and as desired by VMH.

2. The Bidders shall be shortlisted on the basis of details submitted along with the supporting documents in Annexure A, Annexure B (Details of the bidder) and experience criteria.

(B) Financial Evaluation:

1. The bidders must submit rates to be considered for financial evaluation in Annexure - D

4. Earnest Money Deposit (EMD)

The tenderer/s shall be required to deposit a sum of **Rs.50,000.00** (Rupees Fifty thousand only) as Earnest Money Deposit (EMD) along with the Tenders in cover 1 (**fee cover**). The earnest money shall be deposited by Crossed Demand Draft in favour of “**Victoria Memorial Hall, Kolkata**” of any Nationalized or Scheduled bank.

EMD of the unsuccessful Tenderer(s) shall be refunded without interest on written request after the date of acceptance of the Final Work Order by the successful tenderer on completion of the tender process or within sixty days from the date of opening of the tenders. EMD of the successful Bidder, who is formally awarded the Work Order, shall be forfeited if the tenderer refuses to implement whole or part of the work after receiving the Work Order.

5. Security Deposit

The successful bidder shall deposit 10% of annual contract value as **Security Deposit in the form of Demand Draft**. The EMD submitted by the successful bidder may be converted into initial deposit after receiving the balance amount or 10% value of the bills raised by the bidder shall be retained as SD. The security deposit so deducted will be retained till 3 months after expiry of three years and all contractual obligations against quality of performance and workmanship of material and work done from the date of starting the operation of the system.

6. Tenure of the Work

In the beginning the contract would be for a trial period of three months and it shall be extended for a further period of nine months, if the services of the successful bidder are found to be satisfactory during the trial period. The contract may be renewed at the discretion of VMH for a further period of two years subject to the satisfactory performance of the agency on year-to-year basis at the same rates, terms and conditions of the contract.

7. Pre-Bid Meeting

A Pre-Bid Meeting will be held at VMH, Kolkata on date and time as mentioned against under Important Dates at Sl. No.8 below, to clarify queries, if any, of the Tenderers before submission of their Tenders. Intending bidders must submit their queries either through email / hard copy (at the address for communication) at least two days before the date of pre-bid meeting. The minutes of the Pre-Bid Meeting will

be integral part of this Tender Document and will be communicated as per clause mentioned under “Provision for Amendments in the tender document”.

8. Important Dates

Sl. No.	Description	Date	Time
1.	Bid documents publishing date	16.02.2024	5.00 p.m.
2.	Starting of Documents download	16.02.2024	5.15 p.m.
3.	Date of Pre-Bid Meeting at VMH, Kolkata	26.02.2024	3.00 p.m.
4.	Last date of submission of bid	07.03.2024	2.30 p.m.
5.	Date of Technical Bid opening	07.03.2024	3.00 p.m.
6.	Date of uploading list for Technically qualified Bidders	12.03.2024	2.00 p.m.
7.	Date of opening of Financial Proposal	13.03.2024	2.00 p.m.
8.	Date of uploading of list of bidders along with the approval rate	14.03.2023	3.00 p.m.

9. The intending tenderers / bidders must read the terms and conditions of VMH. They should only submit their bid if they consider themselves eligible and if they are in possession of all the documents required.
10. The bid document consisting of technical specifications of the system, schedule of quantities of various types of items to be executed, the set of Terms and Conditions of the contract to be complied with, scope of work for operation, scope of work for comprehensive annual maintenance, annexures and other necessary documents can be seen and downloaded from www.victoriamemorial-cal.org
11. The technical bid of only of those tenderers / bidders shall be opened, who have deposited quotation with Earnest Money Deposit as specified and found in order and the financial bids of only those tenderers / bidders shall be opened when technical bids are in conformity with the eligibility criteria, experience, specifications & necessary documents.
12. The agency should assess the volume of work and submit a **detailed work plan** as a part of the (Technical Bid) of the tender document.
13. The Tenders are invited under two envelopes system. The first envelope named as **Technical Bid Envelope (Cover 1)** shall contain the EMD, details of tenderer's / bidder's satisfying the eligibility condition, NIT, etc. and the second envelope named as **Financial Bid Envelope (Cover 2)** containing Rate Quote Sheet. The bidder shall submit the **TECHNICAL BID ENVELOPE** and **FINANCIAL BID ENVELOPE** simultaneously. The technical bids will be evaluated first and thereafter financial bids of only the eligible tenderers / bidders shall be opened. These envelopes shall contain one set of the following documents:-

- a) **TECHNICAL BID ENVELOPE (Cover 1)** shall contain the documents.

- i) Demand Draft of any Nationalized / Scheduled Bank towards Earnest Money Deposit (EMD) in favour of Victoria Memorial Hall payable at Kolkata / copy of MSME registration Certificate as mentioned in Annexure C.
- ii) Photo copy of Enlistment Order / Registration certificate with appropriate Authority as applicable, PAN card, GSTIN, copy of trade license.
- iii) Copies of specific WORK COMPLETION CERTIFICATES along with Work Order / Letter of intent issued by Govt. / Semi-Govt. / Autonomous / PSUs and/or reputed private Institutions of requisite magnitude with appropriate Authority as per NIT.
- iv) Photo copy of Income Tax returns for last 3 years.
- v) Declaration 1 & 2 and Undertaking as per Annexure – “A”, Details of Bidder participating in tender as per Annexure – “B”.
- vi) Detailed Work Plan.
- vii) Tender Document

b) FINANCIAL BID ENVELOPE (Cover 2) shall contain:

- i) Rate Quote Sheet (Item rate quote sheet) in Annexure – D.
- ii) Addenda / corrigenda, if any, issued to the price bid documents.

14. Tenders that do not fulfil any of the above conditions or are incomplete in any respect are liable for summary rejection.
15. The VMH does not bind itself to accept the lowest tender / bid and the right to reject or accept any or all the tenders / bids; tendered items or schedules received without assigning any reason whatsoever.
16. Canvassing in connection with tenders / bids is strictly prohibited and the tenders / bids submitted by the tenderers / bidders that resort to canvassing will be liable for rejection on that ground alone.
17. Tenders incorporating additional conditions are liable to be rejected.
18. The tenderer(s) must declare in writing that neither he nor any of them is in anyway related to any officer in VMH, Kolkata, or any of its constituent units as per the format given in **Annexure – “A”**.
19. Quoted price in the bid shall include GST and other charges F.O.R. site, transit insurance and related incidental in respect of this contract and any personal insurance provided to the employees shall be inclusive.
20. Before submitting the tender, the tenderer shall examine all specifications, drawings, condition of the existing system, conditions of contract and inspect the site.
21. For the purpose of opening of the tenders / bids as described in Notice Inviting Tender it is clarified that only on receiving the EMD, the documents submitted as a

part of technical bid physically in VMH on or before 07.03.2024, the Technical Bid Envelope are in order, the FINANCIAL BID ENVELOPE may be opened, subsequently.

22. It may be noted that the Technical Bid Envelope that is not found in order as per VMH requirements may be summarily rejected.

23. Earnest Money is liable to be forfeited if the successful tenderer/bidder selected for the work fails to sign the formal agreement within 15 days from the date of issue of Letter of Intent to them by the VMH.

24. The successful tenderer will be issued a Letter of Intent by the VMH for the job for one year only and depending on the performance of the agency the order may be renewed further on year to year basis. The successful tenderer has to submit the work plan before starting the job. **The date of commencement of work shall be the date of issue of Letter of Intent.**

25. The validity period of the tender shall be at least (120 days) from the date of opening of tenders. This period may be extended with mutual consent if the decision regarding issue of Letter of Intent is delayed for any reason.

VICTORIA MEMORIAL HALL
1, Queen's Way, Kolkata – 700071

General Terms and Conditions

NAME OF THE WORK: Operation and Comprehensive Maintenance of the light and sound show software & hardware, other associated equipment situated in the VMH, Kolkata for a period of three years.

While submitting the tender, the Agency must note that there will be no revision of the tendered rate on any ground whatsoever during the entire tenure of the contract. Therefore, they should include all eventual increases in statutory liabilities while quoting their offers.

Credentials:

1. The Agency should declare in writing that none of their partners is any way related to any officer of VMH, including the units under its control.
2. The Agency must have a local office with a regular telephone both in the office as well as in the residence(s) of Partners/Directors/Proprietors or else will be rejected.
3. The Agency shall furnish Income tax clearance certificate /PAN No. along with their quotation.
4. The agency shall furnish Income tax returns and audited annual accounts & balance sheet for last three years and any other additional information related to this work along with their tender.
5. All credentials of the Agency including financial standing, registration with Govt. having support or connection with Govt. Depts./Organizations, Semi-Govt., Non-Govt., autonomous body, public body, local Govt., Civil body and public Institution/ organizations / any corporate offices / reputed private organizations etc. together with records of past performance with such institutions, departments, organizations etc., are to be produced for verification whenever demanded by the VMH.

Responsibilities of the Agency:

6. The Agency shall ensure that all wages and allied benefits conforming to statutory norms are complied with as applicable for operation and service contracts. The Agency shall remain liable to the authorities concerned for compliance of the respective existing rules and regulations of the Govt. for this purpose and shall remain liable for any contravention thereof.
7. During the period of this contract, the Agency shall provide proper and adequate service and perform their duties diligently, honestly and to the entire satisfaction of the VMH. The Agency shall constantly keep in touch with the VMH for effective performance of the contract and abide by all instructions and directives issued by the VMH in this regard.
8. 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 VMH for the purpose

of this contract and shall keep the VMH indemnified against any liabilities arising out of non-compliance of any of the Acts, Rules or orders on their part.

9. The Agency must issue proper identity cards to the service providers deployed at any time for the purpose of the contract in order to facilitate verification of their identity by the VMH.
10. The Agency shall be liable to comply with the direction of the VMH, to remove a staff member employed by the agency within 24 hours of receipt of such direction, and shall make alternative arrangements immediately to ensure proper and adequate services.
11. All employees of the Agency deployed for rendering these services in the VMH, must remain in proper uniforms. The Agency shall supply at their cost uniforms, raincoats, gum boots, torches with batteries and other stationery items required for carrying out the work.
12. Successful bidder must maintain a logbook of the operation and regular maintenance as well as for the preventive maintenance. This logbook will be considered for making necessary payments.

13. Watch & Ward

Watch and Ward of their material, machineries and system etc. till end of the contract shall be the sole responsibility of the contractor and pilferage etc. shall be entirely to his account.

14. Damage Caused to Installation

In case of any damage caused to the installation due to negligence, carelessness or inefficiency of staff of the firm the contractor shall be responsible to make good the loss.

15. Security Deposit

A Security Deposit of 10% (ten percent) of the annual tender value payable in the form of a demand draft drawn in favour of "Victoria Memorial, Kolkata" is to be deposited by the Agency to cover risk or any loss to the VMH for negligence, failure, inefficiency, fraud or theft, pilferage etc., on the part of the services in the event of any such occurrence and/or breach of contract in any way or form etc., during the contractual period. In the event of any such occurrence and/or breach of contract, the amount of compensation, as assessed by the VMH shall be recovered either from the bill for monthly service charges due to the Agency or from their security deposit.

16. Payment

The payment for the operation & routine maintenance will be made on **Quarterly** basis by NEFT transfer within 30 days from the date of submission of the proper and pre-receipt bill, duly certified by the authorized representative of VMH. Payment for comprehensive maintenance, such as preventive maintenance and breakdown maintenance and overhauling work as a part of preventive maintenance shall be paid by four running bills (once in a quarter) upon the production of service report certified by the authorized representative of VMH.

17. Penalty

Agency should provide the services as per contract. In case of the Agency's failure to provide requisite services on particular day/days and for breakdown maintenance

/ preventive maintenance, proportionate deduction shall be made from the bill. Similarly, proportionate deductions shall be made if the agency does not carry out the overhauling work satisfactorily.

18. Tenure and Validity

In the beginning the contract would be for a trial period of three months and it shall be extended for a further period of nine months, if the services of the successful bidder are found to be satisfactory during the trial period. The contract may be renewed at the discretion of VMH for a further period of two years subject to the satisfactory performance of the agency on year-to-year basis at the same rates, terms and conditions of the contract.

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

21. Personal accidental Insurance

Successful bidder should provide insurance to the people that are employed for the operation and maintenance of the system.

22. Successful agency must take necessary precautions to ensure the safety of the visitors while operating the system. Any damage occurred to the visitors or their belongings due to faulty operation or faulty machine / equipment shall be the responsibility of the agency.

23. 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, Flood, pandemic, epidemic, quarantine restriction, natural calamities directly affecting the execution of the work, and Acts and Regulations of the Government. 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 (seventy-two) hours of the alleged beginning and ending of the cause respectively. Time for performance of the relative obligation suspended by Force Majeure shall stand extended by period for which such cause lasts. During the period for which such force majeure cause lasts, the agency shall not be entitled to any payment of service charges. If deliveries / services are suspended by Force Majeure conditions lasting for more than 2 (two) months, VMH shall have the option of cancelling this contract in whole or part at their discretion without any liability at their part.

24. Arbitration

In case of any dispute arising out of this contract between the VMH and the Agency, the matter shall be referred to the sole arbitration of a person to be appointed by the

Secretary & Curator of VMH on receipt of an official request with details of the dispute, from either the VMH 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 thereunder for the time being in force.

Special Conditions of the work

1. Service shall be rendered by the agency through highly skilled, technically qualified and experienced persons.
2. The agency should take up preventive maintenance work after office hours.
3. The agency shall be solely responsible for smooth operation and routine maintenance of Light & Sound show in operation & maintenance of light & sound show to achieve proper operation of the system. They should also co-ordinate with fire & safety department.
4. The agency should assess the volume of work and submit a detailed work plan as a part of the (Technical Bid) PART – 1 of the tender document.
5. The personnel deployed by the agency for rendering services should be present during the entire operation of the system. If necessary they may have to stay during overnight on any particular day.
6. Necessary tools & tackles, measuring instruments should be arranged by the agency.
7. All tools and tackles, measuring instruments required to attend the maintenance work should be arranged by the agency and have to be kept at site.
8. The agency has to maintain a log book giving all the details about the operation timings, minor and major maintenance taken up, spare parts replaced, preventive maintenance taken up and any other details as required by the authorities of VMH.
9. Agency should keep spare parts at site for regular maintenance, Facility cannot be stopped for maintenance work. If the show is disrupted for long duration due to lack of maintenance or spare parts, the agency may be monetarily penalised for this loss.
10. Agency must submit a service report on monthly basis and get it signed by authorized person of VMH.
11. Agency should make arrangements for regular cleaning to keep neat environment in the operating room, and discard all the rubbish caused due to maintenance.
12. Agency must provide proper aprons and safety equipment to the technicians employed to provide the services.
13. Agency should provide and maintain a First Aid kit with necessary medicines in the plant room and service area.
14. All the maintenance works shall be carried out in accordance with the manufacturer's specifications and instructions of the In-Charge Officer of VMH.
15. Comprehensive maintenance cost as quoted by the agency is for repairing / replacement of spares of all the equipment, like lamps, stroboscopic lights, cables, speakers amplifiers, CPUs, monitors, UPS for the systems, DMX systems. If damage occurs on any equipment due to negligence or faulty operation on the part of the operator, agency has to make it good or completely replace the equipment at their own cost.
16. Any repairing of civil structure related to the building or cabin or pathway shall be under the scope of VMH.
17. Making any modifications for better performance of the system as desired by VMH at extra cost. Cost shall be decided on mutually agreed rates as per rules of VMH.

- 18.If agency is not able to the satisfaction of VMH within the set time limit, VMH may make arrangements for repairing it through a third party and deduct the amount incurred by it.
- 19.Successful agency must attend the breakdown calls immediately.
- 20.Agency has to take up minor changes in the software if needed.

Note: *Major changes in the program / software which requires re-recording the audio commentary or change in the entire concept, the agency has to be capable of taking up the work. The work may be taken up at the rates mutually agreed by both VMH and the agency. VMH has every right to get the work done through the other agency if the agency is not agreeing to the rates offered by VMH.*

Details of Operation and routine maintenance

1. Switching on power to the whole system.
2. Booting up DMX512 control computers plus peripherals and checking for proper sequencing of operational software installed in all the machines.
3. Booting up 1 no. language computer plus peripherals and checking for proper sequencing of operational software installed in the system.
4. Doing a walk through in all sections to check for any abnormal DMX512 activity and turning on projectors/LCD monitors.
5. After the show starts to carefully monitor all computers and CCTV feeds to check for problems.
6. When the light & sound show is concluded, to shut down the whole system and to turn off the power systems strictly as per the operation manual.
7. Cleaning and keeping the system (including panel room) tidy.
8. Repairing / replacement of components if required, to run the show on daily basis.

SECTION – 'B'

Details Comprehensive Maintenance

Periodic and breakdown comprehensive maintenance of the entire light & sound show system

1. Checking and maintenance of DMX512 based LED lights.
2. Checking and maintenance of electrical power lines.
3. Checking and maintenance of PC based time coded automation show control software and hardware.
4. Checking and maintenance of audio language switching devices for each section.
5. Checking and maintenance of Audio systems including speakers, amplifiers etc.
6. Checking and maintenance of all power, control, audio & video cables from control room.
7. Checking and maintenance of all additional equipment in control room including instrument racks, UPS, switchboards etc.
8. Checking and maintenance of power distribution system used for powering up all the LED lights and other equipment installed.
9. To inform well in advance to the designated VMH official, of faults such as incoming power outage, LCD projectors, LCD/LED monitors, control room air-conditioning, displays, and any other system not deemed within the scope of maintenance by the agency.
10. Any other maintenance of the installed equipment to keep the system in operational condition all the time during the period of contract.

SECTION – ‘C’

Equipment Details:

HARDWARE AND SOFTWARE

Sl. No.	Item Description	Unit	Qty.	MAKE
1.	Audio / Dimmer Rack – 19” – 36 U Rack, 600 mm wide, height approx 1800 mm with Aluminium frame and 800 mm depth, top bottom side panel and rear door of CRCA, Sheet size 1 mm, front door with Aluminium section and acrylic / glass sheets	Nos	1	Val Rack
2.	Weatherized high Power Full range Passive / Bi amp 1x14”/15”/18” loudspeaker for LCR sound complete, high power, 2-way, full-range Passive / Bi amp loudspeaker system	Nos	3	JBL
3.	All Weatherized High Output Direct Radiating minimum 2x15”/18” – Subwoofer	Nos	2	JBL
4.	All Weatherized High Power Full Range Passive / Bi-amp 1x12”/15” or 2x8” – loudspeaker for surround sound	Nos	6	JBL
5.	4” Monitor speakers with volume control	Nos	3	JBL
6.	Four channel Power amplifier with Integrated DSP for LCR Loudspeakers	Nos	1	Crown
7.	Dual channel Power amplifier with Integrated DSP for Subwoofers	Nos	1	Crown
8.	Four channel Power amplifier with Integrated DSP for Surround Sound Speakers	Nos	1	Crown
9.	Digital Signal Processor – 10 analogue input & 6 analogue output	Nos	1	BSS
10.	Audio interface loaded with show audio in 3 languages	Nos	1	Motu
11.	20,000 Lumens Projectors with – 3 chip DLP technology	Nos	8	Crimson WU25
12.	Projection housing enclosure with adjustable locking bracket, power supply to lights automatically turn off and Fan etc.	Nos	8	Warrior
13.	Moving head / Gobo lights of minimum 440 Watt	Nos	10	Martin
14.	DMX 512 controlled Waterproof Clear Vision Dome enclosures for Moving head/Gobo Light with adjustable locking bracket, power supply to lights automatically turn off and Fan etc.	Nos	10	Warrior
15.	RGBW LED DMX based flood light of minimum consumption of 50 Watt	Nos	50	Martin
16.	RGBW LED DMX based Light of minimum consumption of 150 Watt with mounting frame	Nos	50	Martin
17.	RDM Panel for monitoring of Projector and laser enclosures	Nos	1	Warrior
18.	Personal Computer with interfaces – PC with flat screen 27” display screen	Nos	1	Intel
19.	Personal Computer with interfaces for rack mountable Server with flat screen 27” HD monitor complete with keyboard mouse etc. for Main server and Slave Server	Nos	1	Dell, Asus Motherboard, Core i9 X-series

20.	Show Control software complete with software and hardware interface	Nos	1	Watchout
21.	Lighting Control software with necessary software and hardware interface, license	Nos	1	ENTTEC
22.	Online UPS with all safeties and protection and suitable capacity seated maintenance free batteries, with a 30 mins backup time on full load for Server, Projectors, Speakers, Lights and Laser equipment running at same time with MS Battery trolley and Nyvin cable	Nos	1	Eton
23.	5/6 Channel 512 DMX Splitter	Nos	2	Martin
24.	DVI Extender Transmitter and Receiver	Nos	2	Lightware
25.	Rack Mountable 24 Port Gigabit switch	Nos	1	Cisco
26.	Panel body Custom Made with Amp. & Volt Meter MCB's Push Buttons	Nos	1	Customized
27.	Three Phase Panel Incomer with MCB's & Neutral Link	Nos	1	Customized
28.	Armoured DMX / RS485 cable, 22 AWG stranded (7x30) tinned copper conductor, insulated, twisted pairs, overall shield (100% coverage) plus a tinned copper braid (65% coverage), drain wire etc. direct in ground including excavation, and refilling the trench etc.	Mtr	Lot	ISI Approved MAKE
29.	UTP 4 pair CAT 6 LAN	Mtr	Lot	Dlink
30.	M.S. Poles for mounting speakers / luminaries / projectors, with concrete foundation – fabricated out of standard BIS certified poles / pipes made of 80 mm nominal dia B class BIS marked MS pipe with suitable MS base plate, clamps, grouting material, painting and other accessories complete	Mtr	Lot	Customized
31.	48 / 0.20 mm x 2 core ATC copper conductor PVC insulated, PVC sheathed, GI wire Armoured with 0.9 mm Steel Wire, PVC sheathed Overall speaker cable on surface or direct in g round including excavation, sand cushioning, protective covering and refilling the trench etc.	Mtr	Lot	Vin
32.	80 / 0.20 mm x 2 core ATC copper conductor PVC insulated, PVC sheathed, GI wire Armoured with 0.9 mm Steel Wire, PVC Sheathed Overall speaker cable on surface or direct in ground including excavation, sand cushioning, protective covering and refilling the trench etc.	Mtr	Lot	ISI Approved MAKE
33.	8 port Gigabit switch 10/100/1000 Mbps gigabit auto negotiation RJ45 ports and IEEE 802.3x flow control with Plug & Play setup	Nos	1	Dlink
34.	RJ-45 Connectors	Nos	100	Dlink
35.	Wall mounted 2U rack for installation of network switches and Media converter	Nos	1	VALRACK
36.	Laser	Nos	2	LPS 10 Watt Laser

ANNEXURE – “A”

(Format for Declarations & Undertaking to be typed on bidder agency's letterhead and be submitted in Cover – 1 (TECHNICAL ENVELOPE) of the tender document)

DECLARATION – 1

This is to certify that neither I/we/any of us is in anyway related to any employee in the Victoria Memorial Hall, Kolkata, or any of its constituent units.

Date: (Signature of the tenderer)
Place: With company seal/rubber stamp

DECLARATION – 2

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

Date: (Signature of the tenderer)
Place: With company seal/rubber stamp

UNDERTAKING

This is to certify that I/we have carefully gone through the drawings/specifications, etc. given in the tender document & have clearly understood the site working conditions, time schedule given and have accordingly quoted my balanced rates after going through all details.

I/we hereby give an undertaking that I/we shall carryout the work strictly as per the given specifications, and shall adhere to the General conditions, Special conditions and scope of work.

I/We also undertake that the physical EMD instrument shall be deposited by me/us with the office of the Victoria Memorial Hall inviting the tender before the bid opening date otherwise the VMH inviting the tender may reject the bid and also take action to withdraw my/our enlistment or debar me/us from further tendering in VMH.

Date: (Signature of the tenderer)
Place: With company seal/rubber stamp

DETAILS OF BIDDER PARTICIPATING IN THE TENDER*(To be submitted on the Letter Head of the Tenderer)*

Sl. No.	Description	To be filled by bidder
1.	Name of the Agency	
2.	Year of Establishment	
3.	Registered office with full address	
4.	Full Postal Address of communication	
5.	Registered office in Kolkata with full address	
6.	Telephone Number(s) of office	
7.	Contact person Name with Mobile No.	
8.	Fax number	
9.	E-mail ID	
10.	Website if any	
11.	Nature of Entity – Limited Company, Partnership etc. (attach copy of partnership Deed/ Certification of incorporation as applicable)	
12.	Name of Director / Proprietor / Partners with address and telephone nos.	
13.	Technical Staff employed (Attach a separate sheet of the employees with qualifications)	
14.	Annual turnover for last three financial years	
15.	PAN of Bidder	
16.	GSTIN of Bidder	
17.	Bank Solvency certificate (Attach a letter from the banker)	
18.	Whether any Civil Suit / Litigation arisen in the contracts executed during the last 5 years / being executed. If yes, please furnish the name of the contract, employer, nature of work, contract value, work order and date & details of litigation briefly.	
19.	Details of the Operation and maintenance of light & sound show system / and AMC services provided. In the last 7 years	

Sl. No.	Client with address	Type of work	Period of contract	Type of contract		Vale of the contract in INR	Testimonials submitted (Work order &
				AMC	Operation		

							Completion Certificate)

I/We hereby solemnly declare that I/we have downloaded all the documents from website of Victoria Memorial Hall and all the information / statements are true to the best of my / our knowledge. I/we also declare that my/our firm is not involved in any Litigation or Arbitration with VMH during the last 7 (seven) years. I/We further declare that the decision of VMH in this regard shall be final and binding on me/us.

Place:
Date:

(Signature of the tenderer
with date & seal)

Bid Security (Earnest Money Deposit) Declaration in respect of MSMEs

(Format for Certificate / Declaration to be typed on the letter head of the bidder with rubber seal and to be submitted in Part – I (TECHNICAL ENVELOPE) of the tender document)

We hereby declare that we (name of the bidder) are registered under Micro and Small & Medium Enterprises (MSME) and eligible for exemption for submitting Bid Security (EMD) for participating in the tender for Operation and Comprehensive Maintenance of the Light & Sound show of VMH, associated software & hardware, projection mapping show and other associated equipments situated in the Ground Floor of VMH, Kolkata for a period three years.

We further declare and accept that if we withdraw or modify our bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a Performance Security (Security Deposit) before the deadline defined in the NIT, we will be suspended for the period of time specified in the NIT from being eligible to submit bids for contract in VMH, Kolkata.

Date:
Place:

(Signature of the tenderer)
with agency's seal/rubber stamp

ANNEXURE – “D”

Financial Bid (to be typed on bidder / agency's letter head)

Item	Description of work	Unit cost including GST (Rs.)	Annual cost including GST (Rs.)
Annual cost of operation & comprehensive maintenance	Operation & comprehensive maintenance of Light & Sound show on the façade of Victoria Memorial Hall for three years. Annual cost (e.g. 12 units for O&M)		

Annual costing of O&M in words _____

Place:
Date:

Signature of the tenderer
with Company Seal / rubber stamp