

**NOTICE INVITING TENDER
FOR
VISITORS' SERVICE BY WAY OF PROVIDING, OPERATION AND
MAINTENANCE OF ECO-FRIENDLY BATTERY OPERATED
TRACKLESS TOY TRAIN
WITHIN THE PREMISES OF SCIENCE CITY, KOLKATA
ON REVENUE SHARING BASIS WITH SCIENCE CITY, KOLKATA**

**विज्ञान नगरी
SCIENCE CITY**

(राष्ट्रीय विज्ञान संग्रहालय परिषद)

(National Council of Science Museums)

संस्कृति मंत्रालय, भारत सरकार

Ministry of Culture, Government of India
जे. बी.एस. हलडेन एवेन्यु, कोलकाता - 700046
J B S Haldane Avenue, Kolkata 700046



Ministry of Culture
Government of India



REF. NO: . SCCY-17011/7/2021/TOY TRAIN

SCIENCE CITY
(National Council of Science Museum)
Ministry of Culture, Govt. of India
J.B.S Haldane Avenue, Kolkata – 700 046

NOTICE INVITING TENDER

No. SCCY-17011/7/2021/Toy Train

Dated: 02.11.2021

Science City, Kolkata is a constituent unit of the National Council of Science Museums, Kolkata*, under Ministry of Culture, Government of India (*hereinafter referred to as the Science City).

Information and Instructions to the Bidders:-

1. **Sealed tenders are invited from reputed and experienced agencies for “Visitors’ service by way of Providing, Operation and Maintenance of Eco-friendly Battery Operated Trackless Toy Train within the premises of Science City on revenue sharing basis with Science City, Kolkata. The tenderer should fulfill the following eligibility criteria:-**
 - (i) Should be registered either as a Company under Companies Act 1956/ 2013 or Cooperative Society under the Co.op. Society Act, 1972 or Society under the Society Act, 1960 or as a Partnership (including Limited Liability Partnership) under Partnership Act, 1932 or Proprietorship Firm or Joint Venture/Consortium, as the case may be, and should be in existence as such entity for not less than **five years as on 01.11.2021**.
 - (ii) Should be in possession of (a) Trade License, if applicable (b) PAN Card [in the name of Company/Firm or Proprietor]: (c) EPF/PF Registration (d) ESI Registration (e) Professional Tax registration (f) Registration under the Shops & Establishment Act (g) GST Registration.
 - (iii) The proprietor or any of its partners/directors of the partnership firm/company or the Secretary of the Co.op. Society / Society etc. should not have been black listed/ 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 any court or any authority appointed to enforce any labour laws or regulations including PF/ESI authorities. Further, no past contract of such Tenderer/Bidder should have been terminated in the past 3 years on account of violation of laws or deficiency of services or breach of contract. In case of concealment of any facts in this regard, Science City, Kolkata reserves the right to cancel/terminate the contract without giving any notice. Tenderer/Bidder is required to submit the certificate to this effect as per **Annexure-VII**.
 - (iv) Minimum 05 (Five) years experience in executing similar kind of services of Providing, Operation and Maintenance of Toy Train including Eco-friendly battery operated trackless Toy/Road Train, small vehicles for passenger movement in Airports/ Railway Stations/ National Parks/ Zoo etc. in Central Government/ State Govt./ Autonomous Bodies/ Public Sector Undertakings/ Local Bodies/ Municipalities / large Corporate Bodies. Tenderer shall attach – (a) list of such organizations with contact nos. where the Tenderer/Bidder is currently providing/ has earlier provided similar kind of services, (b) copies of work orders and (c) completion certificates/ performance certificate from such organisations in support of their claim must be attached as per **Annexure-VIII**.
 - (v) **Minimum Average Annual turnover of the firm (Lead Partner in case of JV/Consortium)** should be **Rs. 50 lakhs** during the last 3(three) financial years. [Tenderer shall attach relevant documents (audited report Trading, P/L & BS from authorized Chartered Accountant) with the

Technical bid as proof]. Also attach the Brief summary of Average Annual Turnover duly certified by authorized CA in the format attached in **Annexure-XI**.

2. The place of work shall be Science City, J.B.S Haldane Avenue located at Kolkata-700046.

3. **Important Information & Dates:**

EMD Amount	NIL. However, the tenderer/s shall be required to submit a Bid Security Declaration in their letter heads as per Annexure – VI (B) of tender document.
Tenure and validity	Initially 03 months on trial basis, thereafter to be extended for 09 months subject to satisfactory operation services of the Toy Train. The contract may be renewed on year-to-year basis based on the satisfactory performance for a maximum period of 03 years (including the trial period) at the discretion of the Science City, Kolkata.
Validity of tender	The validity period of the tender shall be 06 (Six) months 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.
Pre-Bid Meeting Date	10.11.2021 at 12.30 HRS.
Bid submission End Date & Time	16.11.2021 at 13.00 HRS.
Technical Bid Opening Date & Time	16.11.2021 at 14.00 HRS.
Financial Bid Opening Date & Time	18.11.2021 at 14.00 HRS.

4. The bid shall be signed by a person legally authorized to enter into commitment on behalf of the Tenderer/Bidder. The Tenderer/Bidder shall submit Power of Attorney/Letter of Authorization in favor of the person who is authorized to enter into commitments on behalf of the Tenderer/Bidder.
5. (a) Memorandum of Understanding must be submitted in case the Tenderer/Bidder comprises of Joint venture/ Consortium/ Partnership.
(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/ joint/partnership firm.
6. The Tenderer/Bidder shall submit full details of his/her ownership and control and the certificate of Incorporation along with its Memorandum of Articles of Association, if it is a Company.
7. Tenderer/Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN Card No. under the Income Tax Act.
8. Each Tenderer/Bidder (each member in case of partnership firm/ joint venture/ consortium) or any associate is required to confirm and declare with his/her bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If the Science City, Kolkata subsequently finds to the contrary, the Science City, Kolkata reserves

the right to declare the Tenderer/Bidder as non-compliant and declare rejection of his/her bid and treat the contract if already awarded to the Tenderer/Bidder to be null and void.

9. **All the pages of the tender document should be signed and stamped by the proprietor of the firm or authorized signatory** of the Company/Partnership Firm/Joint Venture/Consortium. In case the tenders are signed by the authorized signatory, a copy of the power of attorney/authorization may be enclosed along with the tender.
10. **A copy of the terms and conditions sheet(s) shall be signed & stamped on each page** and submitted with the technical bid **as token of acceptance of terms and conditions, which shall also form an integral part of the agreement** to be executed after award of contract.
11. The personnel deployed by the successful Tenderer/Bidder for operation of Toy Train service should be able to speak, read and write in, Regional Language & Hindi/English.
12. Each Tenderer/ Bidder shall submit only one tender either by himself/herself or as a partner in joint venture or as a member of consortium. If a Tenderer/ Bidder or if any of the partners in a joint venture or any one of the members of the consortium participates in more than one bid, **such bids shall be rejected/cancelled.**
13. The Tenderer/Bidder shall bear all costs associated with the preparation and submission of his/her bid and Science City, Kolkata will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
14. The intending tenderers/bidders **must** read the terms and conditions of tender carefully. They should submit their bid only if they consider themselves eligible as per the laid down criteria and if they are in possession of all the documents / registrations required.
15. Canvassing in connection with tenders/bids is strictly prohibited and the tenders/bids submitted by the tenderers/bidders who resort to canvassing will be liable for rejection on that ground alone.
16. Tenders incorporating additional conditions are liable to be rejected.
17. The tenderer(s) must declare in writing that neither he/she nor any of their Directors/Partners are in anyway related to any officer in the National Council of Science Museums, Kolkata, or any of its constituent units as per the format given in **Annexure – V.**
18. Before submitting the tender, the tenderer must assess the quantum of services involved for purpose of this contract and inspection of the site/premises.
19. The bid document consisting of guidelines for providing, operation and maintenance of Eco-friendly Battery Operated Trackless Toy Train within the premises of Science City on revenue sharing basis with Science City, Kolkata, requirement to be fulfilled and the set of Terms and Conditions of the contract to be complied with and other necessary documents can be seen and downloaded free of cost from the website of Science City, Kolkata. <https://sciencecitykolkata.org.in/>
20. **No exemption will be allowed for submission of Security Deposit/Retention Money to NSIC/MSME certified firms. However, concession for submission of EMD shall be applicable to the Tenderers/Bidders registered with NSIC/MSME as per prevailing Govt. guidelines. The Tenderers/Bidders should submit document of the firm for claiming such exemption.** Tenderer/Bidder must submit signed **Annexure–XII**, if the bidder is registered under NSIC/MSME.

21. The Tender are invited under **two sealed envelopes system**. The first envelope will be named as **Technical Envelope (Part - I)** & will contain documents of tenderer's/bidder's fulfilling the eligibility conditions, copies of documents towards proof of payment of EMD/Bid Security Declaration, experience details, declarations, signed & stamped TENDER DOCUMENT, etc. and the second envelope will be named as **Financial Envelope (Part-II)** containing Rate Quote Sheet. The bidder shall submit **TECHNICAL BID ENVELOPE (Part – I)** and **FINANCIAL BID ENVELOPE (Part – II)** simultaneously in separate sealed covers duly marked Part-I and Part-II superscribing the tender title and date of opening. These envelopes shall contain one set of the following documents:

a) **TECHNICAL BID ENVELOPE** shall contain the following documents:

i) Bid Security Declaration should be submitted as per **Annexure-VI (B)** of the tender document for EMD exemption as per extant rules.

OR

A copy of valid and updated certificates issued by NSIC under Single Point Registration Scheme (SPRS) and MSME Registration certificate should be submitted for considering the waiver of EMD submission. In addition, the bidders registered under Department of Micro, Small and Medium Enterprises (MSME) and/or eligible for exemption from submitting Bid Security / Earnest Money Deposit for similar services shall be required to submit Bid Security declaration as per **Annexure-VI(A)** of the tender document.

ii) A copy of Enlistment Order/Registration certificate with appropriate Authority.

iii) Tender document endorsing signature and rubber seal of the bidder/tenderer on all pages (along with addenda/ corrigendum, if any issued to the technical bid document).

iv) Copies of documents of EXPERIENCE CERTIFICATES/ CONTRACT EXECUTION CERTIFICATE along with **Work Order/Letter of Intent** issued by Govt./Semi-Govt./Autonomous/PSUs/Municipal Bodies/Corporate Bodies and/or Corporate firms of repute as per the tender document.

v) **Declarations and Undertaking (as per Annexure-V)** duly signed with and affixing Tenderer's/Bidder's seal.

vi) **Copies of Trade License** (wherever applicable), Registration certificate under Shops and Establishment Act, PAN Card, GSTIN Certificate, EPF registration certificate, ESI registration certificate, Professional Tax Registration certificate, Income Tax Returns (for last three years) and audited Balance Sheet and Profit & Loss accounts for last three years.

vii) Details of the Agency as per **Annexure –IX**.

viii) Detailed specification of Eco-friendly trackless Toy train as per **Annexure - III**.

b) **FINANCIAL BID ENVELOPE** shall contain:

(i) Complete offer for the services of providing, operation and maintenance of Eco-friendly Battery Operated Trackless Toy Train within the premises of Science City on revenue sharing basis with Science City, Kolkata as in **Annexure-IV** with signature & seal.

BID EVALUATION CRITERIA AND SELECTION PROCEDURE:

A two-stage procedure shall be adopted in evaluation of bids:

1. System of selection of Service Provider:

- a) The tender committee appointed by Science City, Kolkata shall regulate bid opening and bid evaluation process.
- b) Technical bid envelope (Un-Priced Bid) shall be opened as per schedule indicated in the tender document. The date fixed for opening of technical bid, if subsequently declared as holiday, revised date of schedule shall be notified. However, in absence of such notification, the technical bid shall be opened on next working day at same time.
- c) The financial bid envelope (Price Bid) will be opened as per schedule indicated in the tender document of only those Tenderers/Bidders, whose technical bids are qualified based on the eligibility criteria stipulated in the tender document.
- d) Bids shall be declared as valid or invalid/rejected by Technical Evaluation Committee (TEC) based on the preliminary scrutiny, i.e. verification Bid Security Declaration & required documents to establish the eligibility criteria.
- e) Further, without affecting the sanctity of the above criteria, Science City, Kolkata reserves rights to relax any condition of eligibility criteria qualifying the application(s) based on merit of each case and if the situation so warrants in the interest of Science City, Kolkata.

2. Technical Bid Evaluation

- a) The technical bids shall be evaluated based on the available documents submitted by the Tenderers/Bidders. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Tenderers/Bidders, Science City, Kolkata may, at its discretion, ask Tenderers/Bidders for a clarification of their bid. Any clarification submitted by a Tenderer/Bidder that is not in response to a request by Science City, Kolkata shall not be considered. The request of Science City, Kolkata for clarification and the response shall be in writing only.
- b) If Tenderer/Bidder does not provide clarifications of their bid by the date and time set in the request of Science City, Kolkata for clarification, their bid may be rejected.
- c) The tender committee of Science City, Kolkata reserves the right to cross-check the correctness of data provided by the tenderers/bidders by making necessary enquiries with the concerned departments and/or by site visits as deemed fit.
- d) The technical bid evaluation shall be done based on the fulfillment of the basic eligibility criteria as defined in the tender document.
- e) The technical bid not meeting the essential minimum criteria or any other requirements as per the tender document shall be rejected and corresponding financial application shall not be opened.

3. Financial Bid (Price Bid) Opening & Evaluation Procedure

- a) The financial bids of all the technically qualified applicants shall be opened on the notified date and time in the presence of technically evaluated applicants/authorized representatives.
- b) The percentage share of revenue to Science City quoted by the bidder in **Annexure - IV (Financial Bid)** should not be less than minimum fixed revenue share percentage to Science City, Kolkata as mentioned in clause 35 of General terms and conditions of the tender document.
- c) For deciding the highest bidder, the benchmark for calculation of revenue share shall be considering the net revenue of **Rs. 12 lakhs per annum**.

4. If there is a discrepancy between words and figures, the amount in words shall prevail.

5. In case of a tie for successful bidder, the lottery system will be followed. The Tender Committee may conduct the draw and outcome of the draw shall be final and binding on all the Tenderers/Bidders contesting for successful bidder position.
6. Share of revenue payable to Science City offered by the agency should be quoted **on percentage basis**. It shall remain unchanged throughout the tenure of the contract including its renewal periods.
7. The **successful tenderer** will be awarded the contract by Science City, Kolkata to provide and operate the Eco-friendly battery operated toy train service and given stipulated time which shall be counted from the date of issue of the LOI. During this intervening period, the successful tenderer shall check the work plan/job requirement, visiting hours, visitors' footfall and occupancy rate of different facilities etc. of the Science City, Kolkata. The successful tenderer shall also mobilise all its resources including personnel, consumable, and other items etc. and **sign an Agreement with Science City, Kolkata** on a non-judicial stamp paper of appropriate value.
8. **After award of contract**, if the successful Tenderer/Bidder **refuses or neglects to execute the contract or fails to furnish the required security deposit/retention money within the time frame specified** by the Science City, Kolkata, the award of contract shall stand cancelled and the successful Tenderer/Bidder **shall be blacklisted for participating in Tenders in NCSM and its constituent units in future**.
9. The Director, Science City, Kolkata reserves the right to disallow/reject candidatures of past/current agencies who have/are rendering services and whose past/ongoing performance was/is below par and usually poor (e.g. invoking of penalty clause/notice issues for non-compliance of terms and conditions of agreement and any other irregularities in execution of contract).
10. The Director, Science City, Kolkata reserves the right to verify the credentials submitted by the tenderer/bidder at any stage (before or after the award of contract). If at any stage, any information/documents submitted by the tenderer is found to be incorrect/false or have some discrepancy which disqualifies the Tenderer/Bidder, then the following action will be taken:
 - (a) Forfeit the entire amount of EMD and/or Security Deposit submitted by the tenderer/bidder and also the successful bidder after award of contract.
 - (b) Terminate the contract, if already awarded.
 - (c) The tenderer/bidder shall be liable for debarment from tendering in any units of NCSM, apart from any other appropriate contractual/legal action
11. **Clarification of tender document/Pre-Bid Meeting: -**
In case the bidder has any doubt about the meaning of anything contained in the tender document, he/she shall seek clarification during the PRE-BID MEETING on the designated date and time as mentioned in Tender document.

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

RESPONSIBILITIES OF THE AGENCY

01. The agency shall arrange to provide, operate and maintain the eco-friendly battery operated trackless toy train with their investment and financing at their risk and cost and operate the said toy train by mobilizing their resources, manpower etc. as per scope of the services and specifications of the said toy train as annexed at **Annexure – I**.
02. The eco-friendly battery operated trackless toy train shall always remain property of the agency but not the road & the space for office/maintenance/battery charging and storage space provided by the Science City, Kolkata.
03. The agency shall arrange to operate the said trackless people mover toy train in proper and professional manner by satisfying all statutory obligations and obtaining all permission and licenses from concerned authorities that are required from time to time. The agency shall be liable for any damage, injury, loss of property or life either to the visitors or to any staff member of Science City or their own arising out of the operation of the said toy train and the agency shall be liable for taking all kinds of insurance coverage for this purpose and the agency shall keep the Science City indemnified for all expenditure of all their Acts & omissions.
04. The agency shall be liable for any injury of employees or any other persons deployed or engaged by the agency within the Science City premises for the purpose of this contract.
05. The agency shall be fully responsible and liable to pay minimum wages and other statutory payments in respect of its employees including ESI, Provident fund, bonus, gratuity, leave salary, payment under workmen compensation Act or any other law for the time being in force and shall keep the Science City indemnified against any such claims at any point of time.
06. 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 Science City, Kolkata.
07. 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 in Science City, Kolkata. In this regard, agency shall submit annual return to Science City, Kolkata authority in respect of age/date of birth and 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(s) within 24 hours.
08. 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 operation of toy train in order to facilitate verification of their identity by Science City, Kolkata. They shall always wear the identity card while inside the premises of Science City, Kolkata on duty. They shall also abide all the protocols/instructions issued by the Centre for safe, healthy and proper behaviour at the work place.
09. The agency upon getting contract for operation and maintenance of the said toy train, shall introduce eco-friendly battery operated trackless toy train on trial basis for three months for the visitors of Science City and upon its successful trial run will operate and run it on continuous basis. All necessary manpower and related requirements will be arranged by the agency for operating the toy train.
10. The agency shall run, operate and maintain the eco-friendly battery operated trackless toy train on revenue sharing basis for 364 days in a year as per the specified opening hours as decided by the Science City.

11. The agency shall deploy adequate manpower for operation and maintenance of eco-friendly battery operated trackless toy train. In addition, they shall also engage a Driver(s) holding valid driving license for heavy vehicle and possessing experience for at least five years to run such public vehicle.
12. Science City, Kolkata shall have no responsibility for providing living accommodation to the personnel deployed by the agency.
13. All the workers and staff of the agency during the operation and maintenance of eco-friendly battery operated trackless toy train shall be issued with proper uniform and identity card by the agency. In case of adverse remark found against conduct of any staff or worker employed/engaged or deployed by the agency the Science City shall be at liberty to insist or withdrawal/replacement of such staff or worker by giving reasons thereof and the agency shall replace the said staff/worker forthwith.
14. The agency will not use the said site for any purpose other than the purpose aforesaid and that, if it ceases to be do so he will immediately remove all his belonging and clear the site within 24 hours of expiry/termination of the contract.
15. The agency shall take all possible care, safety and precaution during the operation of eco-friendly battery operated trackless toy train rides.
16. The agency shall be responsible for regular and periodic repair and maintenance including preventive maintenance of the eco-friendly battery operated trackless toy train.
17. The agency shall be fully responsible for any accident/untoward incident/breakdown caused by the negligence of the agency or by the persons deployed by them for the purpose of this contract.
18. The agency shall not sublet this contract either in part or in whole by any means whatsoever at any person/agency/company.
19. After the award of contract, a security deposit of **Rs. 50,000/-** is to be deposited by the Agency either in the form of electronic transfer mode i.e. NEFT/RTGS or through demand draft/pay order drawn in favour of Science City, Calcutta, payable at Kolkata to cover the risk or any loss caused to the Science City, Kolkata 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 Science City, Kolkata shall be final and binding on the bidder/tenderer and the same shall be recovered either from the revenue share due to the Agency or from their security deposit at the discretion of the competent authority of Science City, Kolkata.
20. The Security Deposit will be refunded to the successful contractor (without any interest) within two months of the expiry of the contract only on the satisfactory performance of the contract.
21. Science City, Kolkata shall accept no liability explicit or implicit for, nor any financial or other consequences arising on account of damage by storm or any other natural calamity.
22. The personnel deployed by the agency in Science City, Kolkata will work in close co-operation and co-ordination with other agencies working at Science City, Kolkata.
23. All 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. Science City, Kolkata shall have right to have any person replaced in case of staffs'/visitors' complaints or as decided by authorized representative of Science City, Kolkata if the person is not performing the job satisfactory or otherwise. The Agency shall have to arrange the suitable replacement in all such cases within 24 hours of such incidents.
24. 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 Science City, Kolkata shall be forfeited without any claim whatsoever on Science City,

Kolkata and the agency is liable for action as appropriate under the extant laws. Moreover, the agency shall be blacklisted from participating in tenders of NCSM and its units.

25. The agency shall be responsible to maintain adequate hygiene & cleanliness while providing services 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.
26. Successful Tenderer/Bidder shall bear the expenses for applicable stamp duty for execution of the agreement as per annexed format, both the original and the duplicate copy.
27. Successful Tenderer/Bidder shall bear the electricity charges for charging the batteries of the Toy train.

RESPONSIBILITIES OF SCIENCE CITY:

28. Science City shall arrange to provide required metalled road for movement of battery operated trackless toy train for the purpose of contract within the premises of Science City.
29. Science City shall arrange to provide power supply at required points for charging batteries for operation of toy train. The electricity charges for charging the batteries of the vehicle shall be borne by the agency.
30. Necessary space for maintenance / battery storage & charging as shall be essential for operation and maintenance of eco-friendly battery operated trackless toy train shall be arranged by the Science City.
31. Science City shall be responsible for civil work relating to road & maintenance of ticket booth.
32. The operation of ticket counter for issuing ticket to the visitors for Toy train facility shall be taken care by the Science City.
33. Science City shall keep the movement of eco-friendly battery operated trackless toy train free from any obstacle, as far as possible.
34. Science City reserves the right to determine the rate of the tickets for the ride in the eco-friendly battery operated trackless toy train. For the time being the charges per person per trip shall be Rs.25/-.

REVENUE SHARING

35. The **minimum revenue sharing percentage** by the agency to the Science City, Kolkata shall be in the following slabs:
 - a) **For the net annual revenue earned up to Rs. 5 lakhs : 20%**
 - b) **For the net annual revenue earned beyond Rs. 5 lakhs : 25%**
36. The net revenue for the purpose of above calculation will be Gross revenue minus statutory levy, taxes, duties imposed by the Government, if any.
37. The requisite revenue share shall be payable by the Agency to Science City on yearly basis as per following pattern:
 - a)% (to be offered by the agency not less than 20%) on the net revenue earned **up to Rs. 5.00 lakhs**
 - b)% (to be offered by the agency not less than 25%) on the net revenue earned **beyond Rs. 5.00 lakhs**
38. Since the tickets for the eco-friendly battery operated trackless toy train shall be issued by the Science City through their Ticket counter, Science City shall arrange reimbursement of revenue share amount each month (as per the percentage slab offered by the agency) to the agency as per clause 37 (a) or (b) as the case may be on submission of revenue share advice by the agency. The sale proceeds on account of eco-friendly battery operated trackless toy train shall be kept in the Bank account with the bankers of the Science City. Final reconciliation of revenue share payable by the agency to Science City shall be made after completion of each year from the date of commencement of operation of eco-friendly

battery operated trackless toy train at Science City and any payment due either to the agency or to Science City shall be adjusted during release of next installment payment by the Science City.

39. The agency shall be responsible for payment of Income Tax or any kind of taxes if any, on his share of revenue, out of operation of said eco-friendly battery operated trackless toy train and shall indemnify Science City from and against all actions, proceedings against claim and demands by the concerned authorities for non-payment of Income Tax/any other liability, specifically arising out of operation of said toy train.
40. Science City, Kolkata shall pay to the Agency nothing more than the amount as may be due under the contract terms.

TENURE AND VALIDITY:-

41. In the beginning, the successful bidder shall successfully commission and operate the eco-friendly battery operated trackless toy train on trial basis for three months for the visitors of Science City and upon successful trial run, will operate and run the same on continuous basis for a maximum period of **3 years** (including trial period) on year-to-year renewal basis subject to satisfactory operation and maintenance of the toy train service and at the discretion of Science City, Kolkata. All necessary manpower and related requirements will be arranged and provided by the agency for operating the vehicle in Science City premises.
42. The contract can be terminated by the Science City at any time without notice in the event of gross risk or gross damage to Science City property due to Agency's failure or persistent failures of the Agency in providing satisfactory service to the Science City and the decision of the Science City in this regard shall be final and binding on the Agency.
43. 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.

TRANSFER OF LIABILITIES:

44. In the event of exigencies arising due to the death, infirmity, insolvency of the Proprietor/Directors/Partners/Secretary of the of the firm/agency/ or the lead partner of JV/Consortium for any other reasons or circumstances; liabilities of the contract shall be borne by the following on such terms and conditions, as the Director, Science City, Kolkata 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:-

45. In case of any dispute arising out of this contract between Science City, Kolkata and the Agency, the matter shall be referred to the sole arbitration of a person to be appointed by the Director General of NCSM on receipt of an official request with details of the dispute, from either Science City, Kolkata 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.

COURT JURISDICTION :

46. 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 Kolkata.

FORCE MAJEURE

47. 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 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, Science City, Kolkata shall have the option of cancelling this contract in whole or part at their discretion without any liability at their part.

**SPECIFICATIONS OF ECO-FRIENDLY BATTERY OPERATED TRACKLESS TOY TRAIN AND
SCOPE OF THE SERVICES**

- a) Science City is open for visitors for 364 days in a year and receives approximately 15 lakh visitors in a year. **(detailed in Annexure - II)** Operation of Eco-friendly battery operated toy train shall be required during the opening hours of Science City, Kolkata.
- b) The total circular distance (tar-road) to be covered by the Eco-friendly battery operated Road train is approximately 1500 meters per trip.
- c) The rate of ticket per head for each trip shall be **Rs.25/-** only.
- d) During the trip of the eco-friendly battery operated trackless toy-train, the visitors shall have the liberty to disembark at Earth Exploration Hall and/or Space Odyssey-Dynamotion junction.
- e) There is scope of advertisement/sponsorship on the body of the toy train and its coaches by outside branded agencies with due consideration of revenue sharing with Science City and subject to approval of Science City.
- f) The battery operated trackless toy train should be capable to carry at least 24 persons in a single trip.
- g) Variable speed of the toy train should be up to a maximum of 15 kmph.
- h) Battery bank of the toy train should be concealed and not visible, preferably to be kept in the engine bogie. No extra carriage is allowed to carry the battery bank.
- i) Width of the carriage of the toy train should not exceed 1.6 mts.
- j) Carriages of the toy train should have a suspension system Macpherson strut type or equivalent.
- k) DC motors of reputed make should be considered as the drive motor.
- l) Braking system of the toy train must be efficient and accurate. Hydraulic braking with disc brakes for the front wheels and drum brakes for the rear wheels is preferable.
- m) Tyres of the toy train should be of reputed make (preferably tubeless) and readily available in the market.
- n) The Toy Train must take-off smoothly without any jerk from the standing position.
- o) There can be a single drive motor installed in the engine bogie or multiple motors installed in the carriages with a microprocessor to control & integrate the drives for achieving a smooth ride.
- p) The battery operated trackless toy train should be capable to run continuously for at least 8-10 hours in single charge. Spare battery bank should be provided to ensure continuous running of the eco-friendly battery operated trackless toy train.

SCIENCE CITY
(National Council of Science Museums)
Ministry of Culture, Government of India
J B S Haldane Avenue, Kolkata 700046

**PROVIDING, OPERATION AND MAINTENANCE OF ECO-FRIENDLY BATTERY
OPERATED TRACKLESS TOY TRAIN WITHIN THE PREMISES OF SCIENCE CITY ON
REVENUE SHARING BASIS WITH SCIENCE CITY, KOLKATA**

TENDER NO. SCCY-17011/7/2021/TOY TRAIN

INFORMATION SHEET OF VISITORS FIGURE FOR MAKING THE OFFER

1. No. of operating days in a year : **364 days (Except Holi/Dol)**
2. Details of visitors foot fall to Science City, Kolkata during last 5 years :

<u>Year</u>	<u>Total Visitors</u>	<u>Working Days</u>
2016-2017	16,35,301	364
2017-2018	15,55,701	364
2018-2019	14,83,934	364
2019- 2020	13,67,020	365
2020 – 2021	4,21,192	141*

***(Closed on other days due to
COVID-19 pandemic)**

3. The rate of ticket per person per trip at present is Rs. 20/-

Technical details of the Eco-friendly battery operated trackless toy train
(to be filled by the Bidders)

A: Details of Carriage and Engine Bogie

Sl. No.	Description of the Item	Length	Width	Height	No. of rows of seats	Persons per row	Persons per carriage	No. of carriage	Tyre Specs	Suspension Type	Material of the body	Material of the Chassis
1	2	3	4	5	6	7	8	9	10	11	12	12
1	Details of the carriage											
2	Details of the Engine Bogie											

Weight of carriage	Steering Mechanism	Differential (Yes/No)	Brake details	Speed Range	Maximum Speed	Ground Clearance	Turning radius	Remarks
13	14	15	16	17	18	19	20	21

B: Details of Drive Motor

Sl. No.	Description of the Item	Type of motor	Power (KW)	Voltage	No. of Motors	Motor manufacturer	Driving mechanism	Driving Controls	Remarks
1	Details of Drive Motor								

C: Details of Battery Bank

Sl. No.	Description of the Item	Type of Battery	Voltage	VA	No. of batteries	Make of the battery	Charger details	Charging Time	Location of the battery bank	Travelling distance per charge	Remarks
1	Battery Bank										

FORMAT FOR SUBMISSION OF OFFERS BY THE BIDDERS IN FINANCIAL BID
(To be submitted in Agency's Letterhead in a separate sealed envelope)

To
The Director
Science City
(National Council of Science Museums)
J.B.S. Haldane Avenue
Kolkata-700 046.

Sub: Providing, operation and maintenance of Eco-friendly Battery Operated trackless toy train within the premises of Science City on revenue sharing basis with Science City, Kolkata.

Sir,

We have read, understood and accepted all the terms and conditions as stipulated in the Notice Inviting Tender for rendering visitors' services "Providing, operation and maintenance of Eco-friendly Battery Operated trackless toy train within the premises of Science City, Kolkata" on revenue sharing basis.

We hereby agree to undertake the contract for providing, operation and maintenance of Eco-friendly Battery Operated trackless toy train within the premises of Science City on revenue sharing basis with Science City, Kolkata as under:

Description	Minimum fixed revenue share percentage of Science City, Kolkata	Percentage share of revenue to be offered by the agency to Science City (not less than as fixed in Col. 2)
1	2	3
I. Percentage of revenue to be offered by the agency on the net revenue earned up to Rs.5.00 lakh.	20% (Twenty percent)% (.....percent)
II. Percentage of revenue to be offered by the agency on the net revenue earned beyond Rs. 5.00 lakh.	25% (Twenty five percent)% (.....percent)

Signature with seal of agency

Date : _____

Place : _____

Name: _____

Note: For deciding the highest bidder, the benchmark for calculation of revenue share shall be consider the net revenue of Rs. 12 lakhs per annum. Bidders are requested to quote their revenue share percentage accordingly.

(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 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 National Council of Science Museums, Kolkata, or any of its constituent units.

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 tender.

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

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 Science City, Kolkata and thoroughly understood the obligations and have accordingly quoted our rates after going through all details. We hereby give an undertaking that we shall “Providing, operate and maintain the Eco-friendly Battery Operated trackless toy train within the premises of Science City on revenue sharing with Science City, Kolkata” the strictly as per the given job requirement during the period of contract. I/We have neither currently nor on any previous occasion have not been blacklisted/ debarred and no legal cases are pending. I/We have not tampered/modified the 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 NCSM and its units and/or prosecuted as per laws.

I/We also undertake that the physical **EMD** instrument/ Bid Security Declaration shall be deposited by me/us, as stated in the tender document, with the office of SCIENCE CITY, KOLKATA before the bid opening date. Otherwise SCIENCE CITY, KOLKATA shall reject the bid and debar me/us from further tendering in NCSM or its constituent units.

Or

I/We also undertake that the **EMD/Bid Security Declaration** has already been furnished by me/us through electronic fund transfer mode with the office of SCIENCE CITY, KOLKATA **and the transaction details are attached for ready reference.** Otherwise, SCIENCE CITY, KOLKATA shall reject the bid and debar me/us from further tendering in NCSM or its constituent units.

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

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 Providing, operation and maintenance of Eco-friendly Battery Operated trackless toy train within the premises of Science City on revenue sharing basis with Science City, Kolkata.

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 tender document, we will be suspended for the period of time specified in the tender document from being eligible to submit bids for contract in Science City, Kolkata.

(Signature of the tenderer)
with seal/rubber stamp

Date:

Providing, operation and maintenance of Eco-friendly Battery Operated trackless toy train within the premises of Science City on revenue sharing basis with Science City, Kolkata.

Bid Security (Earnest Money Deposit) Declaration

(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)

To
The Director
Science City
National Council of Science Museums
JBS Haldance Avenue,
Kolkata 700 046

I/We, The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity

(i) fail or refuse to execute the contract, if required, or

(ii) fail or refuse to furnish the Performance Security, in accordance with the tender document terms.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Date:

(Signature of the tenderer)

Place:

With seal/rubber stamp

Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.

Annexure – VII

(Format for Certificate to be typed on the non-judicial paper with attestation by the notary and to be submitted in Part –I (TECHNICAL ENVELOPE) of the tender document)

Certified that the Tenderer/Bidder or any of its Owner/partners/Director has/have not been blacklisted/ debarred by any of the Govt. agencies or department or has/have not been found guilty of commission of acts of moral turpitude or convicted for any economic offence or violation of any labour laws etc. by any Court or any PF/ESI authorities.

It is further certified that the Tenderer/Bidder has not been terminated by any of the Govt. department/autonomous institutions/public sector undertaking of the Govt. of India/other State Govt. or Public Sector Bank or local bodies/Municipalities during past three years on violation of laws or deficiency of service or breach of contract.

(Signature of the tenderer with seal /rubber stamp)

Date:

Place:

Annexure - VIII

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

DETAILS OF PREVIOUS EXPERIENCE OF THE BIDDER

Certified that the Tenderer/Bidder has undertaken the services of similar jobs of Providing, operation and maintenance of Eco-friendly Battery Operated trackless toy train at the following Govt. department/autonomous institutions/ public sector undertaking of the Govt. of India/other State Govt. or Public Sector Bank or local bodies/Municipalities during last five years:

Sl. No.	Name & Address, phone no and email of the Organization where similar service provided	Duration of the Contract		Specification of Toy train and other relevant information	Type of contract (whether on Leave & License/ Revenue sharing or otherwise)	Annual value of the contract (exclusive of GST)
		From	To			

Certified that the information furnished above are true to the best of my/our knowledge. It is hereby declared that I/we abide by the decision of Science City, Kolkata for registration and shortlisting of agencies as technically qualified in tender.

**Signature with date & seal of the
Proprietor/Partner/Director/C.E.O./Secretary**

Place :

Date :

N.B. : Copies of all credentials (work orders/agreements, completion certificate etc.) as mentioned above must be submitted in Technical Bid, failing which, the Technical Bid is liable to be rejected.

INFORMATION IN RESPECT OF THE BIDDER**DETAILS OF INFORMATION OF THE TENDERER/BIDDER***(All information should be given in the following format with complete details)*

1.	Name of the Tenderer/Bidder	
2.	Permanent/Registered Office Full Postal Address	
3.	(a) Local Office (in & around of the MUSEUM/CENTRE) Full Postal Address of the Tenderer/Bidder	
	(b) Whether the Local Office is located in and around of the place where the museum/centre is located ? (YES / NO)	
	(c) If YES, please enclose documentary evidence like recent Telephone Bill, Electricity Bill, Rent agreement (if any)	
4.	Telephone No./Email Office Residence Mobile No.(to be available 24 hours) E-mail ID Website	
5.	State whether Proprietorship/Partnership/Company/Co.op. Society/ Society/ JV/ Consortium	
6.	Name and address of Owner(s)/Partner(s)/Director(s)/ Secretary / Authorised Signatory (in case of JV/ Consortium)	
7.	State whether Registered under various Statutory Acts (if yes, furnish all the registration numbers and also enclose photocopies of valid registered certificates)	
	a) Shops & Establishment Act Regn. No.	
	b) GST Registration No.	
	c) Provident Fund Registration No.	
	d) ESI Registration No.	
	e) Trade License No. with validity	
	f) Permanent Account No. (PAN)	
	g) TIN Registration Number	
	h) Professional Tax Registration No.	
	i) Labour License under the Contract Labour Act, 1970	
8.	Registration under MSME/NSIC	
9.	No. of employees in the Office	
10.	No. of toy trains or similar services being operated presently	

11.	a) Details of turnover in last three years (enclose copies of audited Balance Sheets for last 3 years) b) Bank Solvency Certificate (enclose copy of valid Certificate)	
12.	Enclose copies of Income-Tax returns filed for the last 3 years	
13.	Whether your contract has been terminated during the past 3 (Three) years on account of violation of tender terms of any organisation you served?	
14.	Whether you have withdrawn your service voluntarily from any organisation, before completing the tenure? If yes, please specify the reason	
Note : Separate Sheet may be used wherever required with signature & seal		

Certified that the information furnished above are true to the best of my/our knowledge. It is hereby declared that I/we abide by the decision of Science City, Kolkata for registration and shortlisting of agencies as technically qualified in tender.

**Signature with date & seal of the
Proprietor/Partner/Director/C.E.O**

Place :

Date :

N.B. : Copies of all credentials as above must be submitted in Technical Bid envelope, failing which, the Technical Bid is liable to be rejected.

Annexure -X

(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 Director,
Name & Address of Museum/Centre

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: -
Signature:
Authorised Signatory: -
Seal of the Organization: -

Verified

Date:

Place:

Annexure-XI

(Format to be typed on the letter head of the Tenderer/Bidder with rubber seal and to be submitted in Part -I (TECHNICAL ENVELOPE) of the tender document)

**ANNUAL TURNOVER & NET WORTH AS PER THE AUDITED ACCOUNTS
TOWARDS THE QUALIFYING EXPERIENCE**

S. No.	Financial Year (Last Three Financial Years)	Turnover in Indian Rupees(INR)
1.		
2.		
3.		

(In case of Consortium, the Turnover of only lead partner needs to be mentioned)

S. No.	Financial Year (Last Financial Year)	Net Worth (INR)
1.		

(Signature of Authorised 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.

Declaration on Registration as MSME

(Following declaration to be provided by the Vendor on the Company letterhead)

This is to certify that our Firm/Company/Society (Name of the Firm/Company/Society
)
 located at

(Address) has registered as MSME. The details of registration are provided below:

Sl	Particulars	Details
1	Vendor Code (allotted by BEL)	
2	Name of the Vendor / Company	
3	Date of incorporation	
4	Udyog Aadhaar Number	
5	GST number	
6	PAN number	
7	Type of Enterprise	Micro / Small / Medium
8	Major activity	
9	Type of Organization	Proprietary / Hindu Undivided Family / Partnership / Co-operative / Private Limited Company / Public Limited Company / Self Help Group / Limited Liability Partnership / Society / Co.op Society/Trust / Non-MSME (not a MSME)
13	Have your investment in plant and machinery crossed the prescribed limits of MSME Act	Yes / No Value (for MSME Only) :
14	Copy of Udyog Aadhaar	(for MSME only) : Yes / No

I / we undertake to keep Science City, Kolkata informed if at any point in future, I/we cease to become MSME vendor or change in category as per the extant rules and such disclosures is entirely our responsibility. Until then, the firm/company/society does not hold NCSM as responsible for any issues related to MSME.

Date:

Signature of Authorized Person with Company Seal