

Bihar Museum, Patna

(An Autonomous Society under the Department of Art, Culture & Youth, Government of Bihar)

Nehru Path, Patna-800001

Notice Inviting Re-Tender.

Tenders (item rates) in a two-bid system are invited for the Comprehensive Operation and Maintenance of Online Ticketing System of Bihar Museum, Patna from the registered contractors / agencies. The last date for submission of the bid is 30.04.2025 up to 3:00 pm. The bid will be opened the same day at 3:30 p.m. The information can be obtained from the office of the Director General, Bihar Museum, Patna on any working day. Bid documents can be downloaded from the website <http://biharmuseum.org> / <http://prdbihar.gov.in> / <https://state.bihar.gov.in/yac>

Sl no	Description of item	Unit	Qty.	Estimated Cost in Rupees	EMD In Rupees	Cost of Bid in Rupees.	Time of Completion
1	Comprehensive Operation and Maintenance of Online Ticketing System of Bihar Museum, Patna	As mentioned in the BOQ		As quoted by the bidders	1.0 Lakh	10000/-	05 years (renewed every year on satisfactory performance)

- Quoted rates will be inclusive of Labor, GST, Transportation, and other Charges. GST, IT & Security Deposit (@05% of the price) shall be deducted from the bill.
- Bidders shall submit all required documents and certificates as mentioned in the tender document. with their bids. Rates shall be quoted in the given financial bid format (BOQ) properly signed and stamped. All enclosures will be signed and stamped by the bidder.
- Performance Security will be five percent of the contract value. Five percent security deposit will be deducted from the bills. Thus, total security deposit will be ten percent of the quoted amount.
- The cost of tender document is non-refundable, and it should be in the shape of Demand draft from any nationalized bank, payable in favor of "Bihar Museum Society, Patna" payable at Patna. Original Bank Draft along with signed bids in a sealed cover with name of work and bidder's details and EMD (in original) shall be submitted at the office of the Director General Bihar Museum, Patna till date and time of submission of the tender.
- Earnest money shall be in the form of Bank Guarantee/Demand Draft. Original EMD along with signed bids in a sealed cover with name of work and bidder's details shall be submitted at the office of the Director General, Bihar Museum, Patna till date and time of submission of the tender.
- The quoted rates shall include all cost to supply, install, and testing and commission the system and includes providing labor and accessories to complete the job.
- Bid validity will be 120 days.
- The bidders shall submit bids in two separate envelopes clearly marked Technical Bid and Financial Bid with the name and address of bidders and the name of works clearly mentioned on the envelopes. Both the bids to be enclosed in a large envelop with name and address of bidders and the name of works clearly mentioned. Tender Document complete in all respects in a sealed envelope is to be submitted by Speed Post/Registered Post/Courier or by hand only at the office of the Director General, Bihar Museum, Nehru Path, Patna – 800001 before due date and time. The tenders received late/tenders without Bid cost/EMD/Conditional tenders/Incomplete Tenders in any respect shall be rejected.
- Payment will be done after sanctioning of competent authority and availability of fund.
- The Director General, Bihar Museum, Patna reserves the right to accept or reject any or all tenders without assigning any reason.

(Additional Director-Admin)
Bihar Museum

Memo No. – 46/314

Patna, Dated: -

Copy to – The Director, Information & Public Relation Department, Bihar with 08 (eight) additional copies of the advertisement and CD for publication in local & national dailies.

(Additional Director-Admin)
Bihar Museum

Bid Scope and Mandatory Conditions

1. Scope of work consists of items as mentioned in the BOQ specification including **Comprehensive Operation & Maintenance of online ticketing system** of Bihar Museum, Nehru Path, Patna. The quoted rates shall be inclusive of GST and other charges for the complete work.
2. The bidder is required to submit signed and stamped copies of all relevant certificates and testimonials.
3. Bidders shall not be under debarred or blacklisted by any organization. A notarized affidavit shall be submitted by the bidder in the enclosed format.
4. The bidder shall provide and submit 1. GST Registration Certificate, 2. PAN, 3. Firms Registration/ MSME registration Certificates, 4. Income Tax Return for last three Financial Years 5. ESI & EPF certificates
5. The minimum average annual financial turnover of the bidder during the last five years, ending on 31st March of the previous financial year, should be 50.00 lakh. Audited reports of chartered accountant shall be submitted.
6. The Bidder must have experience of FMS works / Online ticketing system O&M / QR code-based access control system O&M in the last five years. Client certificate for at least one work must be submitted.
7. On the date & at the time mentioned in the tender notice and the tenders will be opened in the Office of the Director General, Bihar Museum, Nehru Path (Bailey Road), Patna - 800001. in the presence of all Bidders or their authorized representatives. Bids of only those bidders who submit EMD/Security deposit will be opened. Financial Bid of only those bidders who fulfil the eligibility criteria shall be opened on the date informed to the Bidders through e-mail/SMS.
8. The Bidder shall acquaint himself fully with the Museum premises; existing system installed, conditions and the working environment before quoting the rates. He is advised to do a complete survey at his own cost, of the premises before offering rates. No compensation because of any difficulties will be entertained later after award of works.
9. The evaluation of the tender will be done as per least cost selection basis. The Technical Bid will be opened first. Those who fulfill all the eligibility criteria including the submission of EMD and Bid Security fee shall be informed through emails/ SMS. The financial bid of only those bidders who qualify in the technical bid, will be opened. The lowest bidder will be awarded the work after getting sanction from the authority.
10. In case the Bid being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a Person holding a power of attorney authorizing him to do so or in the case of a company, the tender be signed in the manner laid down in the said Company's Article of the Association.
11. An Index page showing contents/annexure & page no. should be annexed first followed by relevant documents with proper page numbering & signed by the owner of the firm or his Authorized Signatory as token of acceptance of Terms & Conditions. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/ authorization may be enclosed along with tender.
12. The bidder must ensure that the conditions laid down for submissions of offers are complete and correctly filled. The rates and units shall not be overwritten and shall be in both i.e., figures and words.
13. In case two or more agencies are found to have quoted the same rates, the Tender Committee shall decide the bid based on lottery in presence of qualified bidders. The decision of the Director General, Bihar shall be final.
14. Subletting of whole or a part of the work will result in cancellation of the contract and forfeiture of the security deposit.
15. The Earnest money may be forfeited
 - a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
 - or
 - b) in the case of a successful Bidder, if the Bidder fails within the specified time limit of 15 days to
 - i) sign the Agreement; or
 - ii) furnish the required Performance Security.
16. Even though an applicant may satisfy the above qualifying requirement, he would be liable to disqualification if he has:

- (a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the pre- qualification document.
- (b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/ weaknesses etc.

Terms and Conditions

1. The contractor will provide the above services during opening hours of the Museum on all working days and up to extended hours done occasionally.
2. The bidder must quote their rate in the format attached -Financial Bid. All the rates quoted shall be all inclusive, i.e. including all admissible administrative charges, GST and other Taxes, any incidental charges.
3. The Successful tender shall have to furnish a suitable performance security of an amount of Rs. 05% (Five Percent) of annual cost in the form of Demand Draft/Bank Guarantee before signing of the Agreement between the parties. The proceeds of their Performance Security shall be payable to the Bihar Museum Society as compensation for failure to fulfill its obligation under the contract or for making delay in the completion of obligations under the contract. The Performance Security deposit amount shall not carry any interest and shall be valid till 60 days beyond the end of the period of the contract.
4. The staff employed by the agency will well behave, will be formally dressed and always keep identity cards and with them for verification while working. Bihar Museum Society shall not pay any extra charges to the Agency against these items
5. The Bihar Museum Society shall have the right to replace or stop any person for any misconduct whatsoever and the substitute shall have to be provided by the Agency immediately, if required.
6. The staffs employed by the Agency should be physically fit, healthy for performing assigned duties and should have clean Police Record. It will be the duty of Agency to make available the 'Police Verification Report' before deployment of any staff or Manpower. No criminal case should be pending against any of the persons employed by the Agency. The Agency should ensure that his worker does not smoke, not indulge in drinking alcohol or intoxicants or in gambling.
7. Agency will obtain necessary license, permit, consent, sanction etc., as may be required or called for from / by local or any other authority for doing such work. The Agency shall comply at its own cost with all applicable laws, rules and regulations in force from time to time whether of Central or State Govt. as applicable to him or to this contract without any liability and responsibility to Bihar Museum Society, whatsoever it may be.
8. The administration of Bihar Museum Society shall be at liberty to check any time the deployment of persons by the Agency and in case of default shall deduct the wages of absentee personnel from monthly payment due to the Agency and impose penalty as deemed fit by him. The penalty can be imposed for the same as per decided. The decision of the Director General, Bihar Museum Society shall be final in this regard.
9. The Agency shall be liable for full fidelity of the personnel to be provided and in case any pilferage/damage/theft/shortage is caused to the property of the Bihar Museum Society due to the carelessness of the persons deployed by the Agency, the value as assessed shall be recovered from the payment due to the Agency under the contract. If some amount is still found recoverable, the Agency shall deposit the same within 15 days from service of notice by the Bihar Museum Society.
10. The Agency shall not pay to the persons engaged by him less than the minimum wages as approved under Government Minimum Wages Act.
11. The Bihar Museum Society will not be liable to pay any amount other than settled in the contract. Any payment under provision of the ESI Act, 1948, Workman Compensation Act 1923, payment of Gratuity Act, 1948 and Employee's Provident Fund and Miscellaneous Provisions, Act 1952 or any other statutory liability shall be made by the Agency. The agency shall be solely responsible and liable for his persons under the provisions of Contract Labor (R&A) Act and the labor and services laws.

12. The Agency shall be paid against monthly bills to be submitted by him at the settled rates from the office, to which sanction & Fund is given for Service at a particular museum/site preferably within fifteen days of submission of bill.
13. The Agency shall maintain daily shift-wise attendance record of the personnel deployed showing their arrival and departure time and submit to the respective office, designated for payment, and an attested (under Company/Agency seal) photocopy of the attendance record is to be attached with the monthly bill.
14. Before submission of the bill, the Agency shall ensure that the payment of personnel deployed by the Agency have been made for the billed period.
15. Under no circumstances Agency is entitled to claim any charges over and above the charges prescribed in the terms of this contract.
16. The agency must ensure the payment to staff by 7th of each month from his own resources.
17. TDS, GST and other taxes as applicable will be deducted from agency's bill as per Govt. instructions from time to time.
18. The Performance Security amount shall be released without interest after 60 days of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the Agency or the its employees. In case of any complaint, the security deposit shall be discharged only after adjusting all dues, liabilities of the workers etc.
19. In case of any change of constitution of the Agency, the rights of Bihar Museum Society should not suffer.
20. All personnel engaged under this contract by the Agency shall be employees of Agency. Bihar Museum Society shall not have any liability/responsibility to absorb the persons engaged by the Agency and/or to extend any type of recommendation etc. for obtaining any job in Bihar Museum Society or elsewhere.
21. Agency shall maintain all records/registers as required to be maintained under various labor laws and other statutory laws in force and as amended from time to time.
22. A local representative of agency shall be In-charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract. While working at the museum premises, they shall work under the directives and guidance of the Bihar Museum Society. This will, however, not diminish in any way, the Agency's responsibility under contract to the Bihar Museum Society.
23. The Personnel deployed by the Agency should be disciplined and will not participate in any activity prejudicial to the interest of the Bihar Museum Society, Department of Art, Culture & Youth, Govt. of Bihar/Govt. of Bihar / Govt. of India any State/ or any Union Territory.
24. In case any personnel of the Agency are implicated in any law suit or is injured by any person or group of persons agitating mob etc. during the course of performing his duty/their duties for Bihar Museum Society, it shall be the sole responsibility of the agency to defend its personnel in the court of law or to extend all medical and financial help etc. without charging any cost to the Bihar Museum Society.
25. In case Bihar Museum Society is implicated in any law/suit on account of not fulfilling of any or all obligations under any law or due to performing the duties by any personnel of the Agency, all cost of defending such suit settlement of claims penalty etc. shall be borne by the Agency or recovered from the due amounts payable to the Agency and/or from the security deposit held by Bihar Museum Society.
26. In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923 including all amendments thereof, Bihar Museum Society shall have full powers to retain out of any sums payable/becoming payable to the Agency, any sum as may be deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said act, and the same shall be adjusted from this amount. Any shortfall shall be recovered, and any excesses shall be refunded. The opinion of the Director, Bihar Museum Society shall be final in regard to all matters arising under this clause.
27. The decision of Director General, Bihar Museum Society in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.

28. An agreement shall be signed with the designated/authorized person of the successful agency.
29. The Bihar Museum Society shall be the sole authority to decide and judge the quality of the service rendered by the Agency and all other matters and his decision shall be final and binding.
30. At the end of Contract Period/Termination of the Contract, the agency shall handover the charge to the new service provider (appointed by Bihar Museum Society) without any hindrance. In case of non-compliance, the Security Deposit shall be forfeited.
31. The contract will be valid for a period of one year and it will be renewed every year on satisfactory performance up to a maximum of five years as agreed by both parties. The decision of Director General, Bihar Museum Society will be final and binding.
32. **Termination:** The Contract may be terminated by giving one months' notice, in case the agency:
 - a. Assigns or sub-contracts any of this service.
 - b. Violation/contravention of any of the terms and conditions mentioned herein.
 - c. Does not improve the poor performance of the services despite instructions.
 - d. Any violation of instruction/agreement or suppression of facts.
 - e. Contractor being declared insolvent by competent court of law.

If agency willing to exit this contract, a two months' notice in advance should be produced by the agency.

On termination of the contract, it shall be the responsibility of the agency to remove his men and materials within days as per order. Bihar Museum Society shall not indemnify any loss caused to the agency by such terminations, whatsoever it may be.

During the notice period for termination of the contract in the situation contemplated above, the agency shall keep on discharging his duties till the expiry of notice period.

33. **Penalty:** In case of premature termination of the contract due to any of the clauses of Termination the security amount shall be forfeited.
34. **Arbitration:** In case of any dispute or differences arising on terms and conditions, the same shall be settled by reference to arbitration by the Sole Arbitrator to be appointed by the Director General, Bihar Museum Society.
35. **Jurisdiction:** In case of any dispute, the jurisdiction shall be the High Court of Judicature at Patna only.
36. Tenders shall be valid for a period of 120 days from the date of submission of Tenders and shall be accompanied with a tender security of the requisite amount as per clause.
37. Bihar Museum reserves the right to accept or reject any or all proposals without assigning any reason. No bidder shall have any cause of action or claim against the Bihar Museum for rejection of his proposal.
38. Any corrigendum/addendum shall be uploaded on <http://biharmuseum.org> / <http://prdbihar.gov.in> / <https://state.bihar.gov.in/yac>

Read and accepted

(Full Name, Signature & Stamp of the Bidder)

AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s_____ has been blacklisted nor has abandoned any work in any government department, India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department / Project implementing agency.

Signed with name and date by the bidder

On Rs 1000/- stamp paper

Comprehensive Operation and Maintenance of Online Ticketing System of Bihar Museum, Patna					
Financial Bid					
Name of the Bidder					
Address, email & Contact no					
Sl. No	Description	YEAR OF WORK	Quoted Rate in Rupees	GST	Total in Rupees
1	Supply and Installation of Customized online portal integrated to QR based Ticketing system of the museum with design concepts from website consultant & SSL certification from the Bihar Museum, all complete work including comprehensive operation & maintenance etc.	FIRST YEAR			
	Cloud hosting charges Per annum (SSL certificate to be provided by the Museum Authority)				
2	Payment gateway , WhatsApp, Mail gateway integration with SSL certification (provided by Museum Authority) - Second Year including comprehensive operation & maintenance etc.	SECOND YEAR			
	Cloud hosting charges Per annum (SSL certificate to be provided by the Museum Authority)				
3	Payment gateway , WhatsApp, Mail gateway integration with SSL certification (provided by Museum Authority) - Third Year including comprehensive operation & maintenance etc.	THIRD YEAR			
	Cloud hosting charges Per annum (SSL certificate to be provided by the Museum Authority)				
4	Payment gateway , WhatsApp, Mail gateway integration with SSL certification (provided by Museum Authority) - Fourth Year including comprehensive operation & maintenance etc.	FOURTH YEAR			
	Cloud hosting charges Per annum (SSL certificate to be provided by the Museum Authority)				
5	Payment gateway , WhatsApp, Mail gateway integration with SSL certification (provided by Museum Authority) - Fifth Year including comprehensive operation & maintenance etc.	FIFTH YEAR			
	Cloud hosting charges Per annum (SSL certificate to be provided by the Museum Authority)				
	Total in figure	For 05 years			
	Total in Words	For 05 years			
Quoted rates are inclusive of GST, other taxes, transportation, labour for all complete work.					

Signature and Stamp of the Bidder