



▪ **SCOPE OF WORK:**

Indian Institute of Science Education and Research (IISER) Kolkata (hereinafter referred to as the “Institute” or the “Licensor”) an educational Institute of National Importance, invites tenders for appointment of Licensee to award license for running different type Vending Machine (as mentioned in the the Tender) for the fraternity of IISER Kolkata in permanent campus at Mohanpur, Nadia – 741246, West Bengal, India. The firm/agency shall have to provide the required service/ business which includes food items and the items should be available all the time at a reasonable or fixed price, best quality and right quantity.

The IISER Kolkata community includes a strength of 2000+ students, 200+ Faculty/Staff and their family members, other support service persons, Guests/Visitors and participants of various Institutional Programs.

▪ **DETAILS DESCRIPTION OF THE EQUIPMENT/VENDING MACHINE TO BE INSTALLED**

The licensee shall install, operate, and maintain fully operational vending machines at the respective designated spots. The structural requirement for each unit allocation is detailed below:

Sl. No.	Vending Machine Type / Product Details	Designated Location
1	<b>SANITARY NAPKIN VENDING MACHINE</b> 1. Storage Capacity: 200 pads total (thin, medium, large) 2. Pad Compatibility: Ultra-Thin type 3. Operation: Fully automatic, UPI Server-Based system 4. Connectivity: 4G SIM-operated module 5. Mounting: Wall-mounted (removable, flush with wall) 6. Layout: 8 Horizontal Rows for column selection 7. Body: 1.0 mm Mild Steel Sheet construction 8. Drive: 12V DC Gear Motor 9. Power: 220V / 50 Hz / 5 Amp supply 10. Dimensions: 1100mm x 650mm x 200mm 11. Weight: Approx. 35 kg	
1.01	<i>Sanitary Napkin Vending Machine</i>	Netaji Subhas Chandra Bose (NSCB) Hostel
1.02	<i>Sanitary Napkin Vending Machine</i>	Nivedita Girls Hostel
1.03	<i>Sanitary Napkin Vending Machine</i>	RC Building
2	<b>FOOD AND BEVERAGE VENDING MACHINE</b> 1) Dimensions: 1990 (H) × 800 (W) × 950 (D) mm 2) Refrigeration: Up to 10°C 3) Interface Screen: 7-inch display 4) Dispensing Mechanism: Spiral type 5) Collection System: Push Door 6) Loading: Front loading 7) Body Material: MS with powder-coated finish 8) Power Requirement: 230V, 16 Amps 9) Payment System: Cashless payment through Bharat QR or equivalent digital payment mode 10) Product Visibility: Toughened double-layer glass 11) Base Support: Wheels and/or holding legs 12) Food-contact Parts: SS 304 stainless steel	
2.01	<i>Food and Beverage Vending Machine</i>	Nivedita Hostel

Sl. No.	Vending Machine Type / Product Details	Designated Location
2.02	Food and Beverage Vending Machine	Netaji Subhas Chandra Bose (NSCB) Hostel
2.03	Food and Beverage Vending Machine	Ishwar Chandra Vidyasagar (ICVS) Hall
2.04	Food and Beverage Vending Machine	RC Building
2.05	Food and Beverage Vending Machine	AAC Building
2.06	Food and Beverage Vending Machine	CSA Building
3	Tea and Coffee Vending Machine 1) Fully automatic, commercial-grade tea and coffee vending machine. 2) Suitable for high-volume usage in institutional environments. 3) Capable of dispensing multiple hot beverages through a user-friendly interface. 4) Floor-standing or counter-top model as per site requirement. 5) Robust construction suitable for continuous operation during working hours. 6) Machine shall be supplied, installed, tested, commissioned, and maintained by the vendor. 7) Digital display or LED indicators. 8) Programmable beverage strength and sugar levels. 9) Electronic portion control. 10) Self-diagnostic and fault indication system	
3.01	Tea and Coffee Vending Machine	AAC Building

**Note:** The stated area requirement of 25 Sq. Feet per machine allocation is approximate and subject to minimal technical variations depending on the exact machine footprint and layout configurations assigned by the Institute. The stated area of the shop is approximate and subject to variation. The same may be increased or decreased by mutual consent of the parties prior to the execution of the License Agreement.

#### SPECIAL NOTES AND INSTRUCTIONS TO BIDDERS

- The bidder shall deploy energy-efficient Food & Beverage Vending Machines conforming to all applicable statutory requirements, including compliance with the regulations and guidelines issued by the Food Safety and Standards Authority of India (FSSAI). The machines shall be equipped with digital payment facilities, including UPI and other cashless payment options.
- The bidder shall install and maintain Sanitary Pad Vending Machines to ensure uninterrupted, round-the-clock availability of essential hygiene products for the Institute community.
- The Institute shall provide the designated installation space, sub-meter and electric point for stable electrical power supply, internet connectivity, and CCTV coverage for operational monitoring. Bidders are advised to take

these facilities into consideration while submitting their financial quotations, and no additional claim on this account shall be entertained subsequently.

4. The successful bidder shall be solely responsible for the complete operation, upkeep, servicing, preventive maintenance, replenishment of consumables/products, and management of customer refunds, if any, throughout the contract period at no additional cost to the Institute.
5. The bidder shall inform the Competent Authority or designated official of the Institute in advance regarding visits of its representatives, technicians, service personnel, or any other authorized staff. All such personnel shall carry valid photo identity cards and comply with the security and entry procedures of the Institute.
6. The bidder shall provide and maintain an active contact number and email address for lodging complaints, reporting malfunctions, and addressing emergency situations. The contact details shall be prominently displayed on all installed vending machines.
7. The successful bidder shall pay the prescribed monthly license fee to the Institute towards the space and utilities provided for installation and operation of the vending machines. The payment shall be made on or before the 7th day of every month, in the manner and subject to the terms and conditions specified in the Contract Agreement.
8. The bidder shall comply with all applicable Central/State Government regulations, statutory requirements, labour laws, safety norms, municipal regulations, and other relevant provisions governing the installation and operation of vending machines during the entire contract period.
9. The Institute shall not be liable for any loss, damage, theft, pilferage, breakdown, or operational issues related to the vending machines. The bidder shall be fully responsible for safeguarding its equipment and ensuring uninterrupted services.

▪ **ELIGIBILITY CRITERIA:**

All the applicants must fulfill the following eligibility criteria and submit the documents and the declarations (duly self-attested) in support of their claim along with the bid. The applicants that are not meeting the eligibility criteria stated below and not accompanied with the requisite documents shall be treated as incomplete hence be rejected.

Applicants must fulfill all the following eligibility criteria and submit self-attested supporting documents. Incomplete submissions will be summarily rejected:

- 1) Experience: Bidders must have at least three (3) years of experience operating or maintaining automated vending machines or similar retail solutions. Standard experience certificates from a parent/licensor/host organization or official are mandatory. Self-certified credentials may be liable to the disqualified.
- 2) Statutory Licenses: Valid Trade License, and FSSAI Food License (mandatory for Food, Beverage, Tea, and Coffee vending components).
- 3) Tax Registrations: Self-attested copies of PAN, TAN, and GST Registration Certificates.
- 4) Non-Blacklisting: The applicant must not have been blacklisted or debarred by any government organization or institute in the last three (3) years. A notarized affidavit on Rs. 10/- non-judicial stamp paper must be submitted as per Annexure I.
- 5) No Dues: No outstanding dues must be pending with IISER Kolkata on the date of bid submission.

(Institute may consider relaxation for the Start-ups registered with Ministry of Micro, Small and Medium Enterprises (MSEs) on submission of valid documents for Experience)

**DOCUMENTS ARE TO BE ATTACHED WITH THE APPLICATION:**

The applicant must attach self-attested copies of the following documents. Any bid not accompanied by such documents would be liable for rejection:

- a. Copy of receipt of the payment against Tender Fess as Applicable.
- b. Trade License
- c. Previous Work Experience Certificate.
- d. FSSAI Certificate (if available/applicable).
- e. GST Registration Certificate (if applicable)
- f. PAN Card of the Company and the Signatory as applicable
- g. AADHAR Card of the Signatory
- h. Other Statutory Registrations / Licenses, if any.
- i. The applicant must submit a detailed proposal regarding the following:
  - A detailed of the Equipment willing to installed along with Make Model specification product and services (if applicable)
  - Details of the Products which will be available in the installed vending machine

**APPLICATION PROCESS:**

The tender has to be submitted in the CPP Portal only. The documents both technical and financial bid are to be uploaded through CPP e-procurement portal (<https://eprocure.gov.in/eprocure/app>).

*Individuals/firms can apply for any number of Item as mentioned in the BOQ, however, Evaluation shall be made for the item wise and order shall be placed to Heights (H1) Quoted Bidder for each of the BoQ Item.*

**TENDER FEES:**

The applicant shall be required to submit an amount of ₹. 500/- (Rupees Five Hundred only) as nonrefundable application fee for each of the machine applied in the tender along with the application. No Exemption shall be given in this respect.

*Account Number:089301000011530*

*IFS Code: IOBA0000893*

*Account Name: IISER KOLKATA*

*Type of Account: Savings*

*Bank Name: Indian Overseas Bank, Salt Lake*

*Branch Address: Block EA, Sector -1, Salt Lake City, Kolkata - 700064*

Kindly attach a copy of successful payment transaction along with the application

**EVALUATION PROCESS:**

- 1) **Technical Evaluation:** The bid will be considered for technical evaluation, subject to submission of all relevant information/documents as per requirements mentioned in the “Eligibility criteria” section

- 2) **Financial evaluation:** Among the eligible bidders qualified in the Technical Evaluation, the bidder who quotes the highest license fees will be selected for award of the contract. In case of multi requirements of the same category of vending Machine, the required number of highest quoting bidders will be selected.

▪ **AMENDMENT OF TENDER DOCUMENT**

At any time prior to the deadline for submission of proposals, Institute may for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant modify the Tender document by issuing an addendum/corrigendum according to its own discretion without assigning any reasons to that effect. Any Addendum/corrigendum thus issued shall become a part of the Tender document and will also be posted on the website of the Institute. To provide reasonable time to the prospective applicants to take an addendum into account while preparing their proposals, the deadline for submission of proposals may be extended, at the discretion of the Committee without assigning any reasons to that effect, if required. The Institute also reserves the right to cancel the whole/part of the tender at any point of time before the final allotment without assigning any reasons thereof.

(All the corrigendum/ addendums related to this Tender will be uploaded on the CPP Portal/Institute website. All the prospective bidders are expected to watch the CPP Portal/ Institute website at regular intervals.)

- **Agreement Execution:** The chosen bidder must execute a License agreement on an Rs. 100/- non-judicial stamp paper within fifteen (15) days of the issuance of the allotment letter and commence operations immediately.
- **License Fees Payments:** License fees must be paid in advance by the 7th day of every English calendar month. Continuous failure to pay for three months will result in immediate cancellation of the contract and forfeiture of the performance security deposit.
- **Non-Exclusive Clause:** Allotment is on a non-exclusive basis; the Institute retains the right to grant permissions to multiple vendors to conduct identical business lines across campus spaces.
- **Utility Recoveries:** Electricity charges will be billed based on independent sub-meters, procured and installed at the expense of the vendor, as per actual consumption rates.
- **Operational Rules:** Vending machines must remain operational 24/7 (or during specified hostel/facility hours). No item may be sold above its Maximum Retail Price (MRP). Quality checks on food/beverage freshness will be randomly conducted by Institute committees.
- **Prohibitions:** Selling cigarettes, gutka, pan masala, intoxicants, liquor, or any banned drugs is strictly forbidden. Single-use plastic components or non-biodegradable packaging items are banned inside the campus ecosystem.

▪ **ALLOTMENT OF CONTRACT:**

As per the recommendations of the Committee, the contract will be awarded to the prospective agencies. The selected agency shall have to enter into a Leave and License agreement for running the shop within 15 days from the date of issue of allotment letter.

▪ **TERM/PERIOD OF LICENSE:**

The period of License for running the vending Machine will be of 11 (Eleven) months and thereafter the said license shall ipso facto revoked without assigning any reason and the licensee shall surrender the demised shop without any delay or default, failing which the licensee shall pay damages for such unauthorized occupation @ Rs.1000/- per day till surrender the demised shop to the licensor without any deduction or abatement whatsoever and other charges such as electricity and maintenance charges etc. on an actual basis.

Further after such expiry if the agencies are interested to continue, another 11(Eleven) months period then in that event the Licensee may participate tender and preference will be given to them on the basis of satisfactory service performance, feedback received and a fresh agreement will be executed otherwise the said license shall ipso facto revoked without assigning any reason.

Upon receiving request from the Licensee well before expiring such license agreement, the Institute may execute another agreement for another 11 (Eleven) months period on the basis of satisfactory service performance and feedback received from the stake holders.

- a. The license fee shall be increased by a certain percentage of the last paid monthly License fee amount on mutual understanding according to market price prevail at that time after expiry of 11 months license period as deemed fit and decided by the Institute.
- b. The allottee shall enter into deed of license for 11 months or as the case may be within fifteen (15) days from the date of issue of allotment letter on non-judicial stamp paper worth Rs.100/-, which has to be produced by the allottee and commence business.
- c. Payment of License Fee: The licensee shall have to pay the monthly license fee in advance of every English Calendar month. In case of non-payment of continuous three months license fee by the Licensee, the said license may be ipso facto revoked and the security deposit will also be forfeited by the Institute without assigning any reasons thereof.
- d. Non-Exclusive Clauses: The allotment of vending Machine shall be on “NON-EXCLUSIVE BASIS” i.e. the Institute shall have right to grant license to more than one licensee to do same business in the same Premises.

▪ **SECURITY DEPOSIT/PERFORMANCE GUARANTEE**

- a) The selected agency shall have to deposit an amount of ₹10,000 (Rupees ten thousand only) as Security Deposit to IISER Kolkata bank account (details given above in application fee section) within 15 days from the date of receiving allotment order.
- b) The security deposit shall not carry any interest.
- c) The Security deposit is refundable only after completion of license period after deducting assessed amount of damages if any caused by the Licensee during the subsistence of the License.
- d) Security deposit will not be adjusted towards the license fee payable by the licensee during the license period.
- e) The security deposit of the licensee of the shop shall be refunded only after removal/dismantling additional structures, constructed by them for their use, if any.
- f) In case the licensees vacate the premises without dismantling /removing the additional structures the cost of dismantling /removing the additional structures shall be adjusted out of the security deposit and the balance shall be refunded.
- g) The Security deposit is liable for forfeiture in the event of failure by the licensee to pay the license fee or termination of license or for breach of any condition/conditions of license.
- h) Upon termination or determination of the Agreement, the Successful Applicant shall forthwith remove, at its own cost and risk, all its belongings, materials, and equipment from the allotted premises. In the event of failure to do so, the Institute shall be entitled to levy such charges for each day of delay as may be determined by the Competent Authority.

If any belongings, materials, or equipment remain at the allotted premises beyond a period of thirty (30) days from the date of termination or determination of the Agreement, the same shall be deemed to have been abandoned by the Licensee. The Institute shall thereupon have the absolute right, without any further notice, to remove, store, sell, or otherwise dispose of such items in such manner as it may deem fit, entirely at the risk and cost of the Licensee and without any liability whatsoever on the part of the Institute.

All costs and expenses incurred by the Institute in this regard may be recovered or adjusted from the Security Deposit, Performance Guarantee, or Earnest Money Deposit (EMD), as applicable and available, at the sole discretion of the Institute.

- **Right to Reject any or all Bids:** The Institute reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar services at any time before the allotment of the final shop of the contract.
- **Termination of Contract:**
  - 1) Termination of License duly forfeiting the Security Deposit in the event of:
    - a. The licensor is at liberty to terminate the license with prior two months' notice, without assigning any reasons.

- b.* That in case the licensee is not at all interested to continue the License then he/she shall give (3) three months advance notice to the Institute for termination of license.
  - c.* The licensee shall be required to deposit License Fees, electricity charges, water charges and other charges within 7th of the subsequent month. The licensee defaults in payment of license fee for two months consecutively or three times in calendar year, the license may be terminated and the security deposit will be forfeited.
  - d.* The licensee fails to do the business in the stall for a period of (90) Ninety day (for which the license is granted) for whatever reasons, non-payment of Security Deposit and enter into an agreement in the stipulated period then in that event the License shall be cancelled without assigning any reasons.
- 2) The licensor shall have the right to terminate the license (contract) if in his opinion the quality of goods/services sold is not up to the standard/satisfactory besides forfeiting the security deposit.

▪ **SPECIFIC TERMS AND CONDITIONS:**

- a)* Product Pricing: The items permitted to sell in the vending Machine, shall not higher than the rates prevailing in the local market or shall not exceed MRP as the case may be and shall run the business in accordance with laws. Committee of the Institute may verify the price of the selling items time to time. In case of any discrimination, penalty may be imposed and administrative action can be taken.
- b)* The licensee shall maintain an Items / Price permanent display board on its shop to a minimum size of size 2 Feet x 4 Feet at a clearly visible area.
- c)* License will be extended only after reviewing by the Competent Authority of the Institute. Before completion of the 11 months contract period, feedback of vending Machine will be considered for renewal of agreement.
- d)* The area of the allotted shop will be approx. 25 square feet (may increase or decrease). The license fee will be calculated based on the exact area allocated for the shop by the Institute.
- e)* Electricity & Water Charges: The Electricity Charges shall be paid as per the sub meter reading and as per the tariff or as decided by the Institute in accordance with the instructions issued from time to time. In case water is provided to licensee, water charges shall be paid by the licensee regularly, as fixed by the Institute. The sub meters should be procured at the cost of the licensee.
- f)* Old/stale/expired items (i.e. beyond expiry date) should not be kept/ sold in the shop.
- g)* Reputed brands with international &/multi-city presence will be preferred and should be approved by the competent authority.
- h)* The Institute will have the right to see the quality, market price, and reasonability of the items.
- i)* Weights and measures of approved Govt. Agency only to be used. Weighing should be done only on Electronic Government approved brand machines with adequate back up machines. Weighing by traditional instruments is strictly not allowed.
- j)* Encouraged to install digital payment system for convenience in payments for the goods delivered.
- k)* The vending Machine must be compulsorily operational on Saturday/ Sunday. The shop can remain closed on one of the pre-decided weekdays upon taking permission from the Institute. The timing and working days of Vending Machine will be decided by the Institute.
- l)* The Licensee will not be allowed to open the facilities to the outsiders. The shop is solely meant for use by the IISER Kolkata community members and visitors inside the campus.
- m)* The shop owner must send an application to the committee before hiking prices of any item justifying the reason for the hike. The committee will decide whether the hike is justified or not. If the committee disagrees the shop owner may remove the item from the menu.
- n)* No subletting of work will be allowed at any stage.

- o) The Applicant shall ensure that all personnel deployed by it possess valid police verification, and shall produce documentary proof of the same before the Institute as and when required by the Competent Authority. Further the applicant shall, prior to deployment and from time to time if required shall submit to the Institute a complete list of all personnel deployed along with names, valid ID proofs, other such employee details as required and shall be allowed entry only with valid gate passes as may be authorized by the Institute. Workers shall not be allowed within the Institute premises without such documents/ entry passes

▪ **GENERAL TERMS AND CONDITIONS:**

1. The successful applicant will be allowed to commence the business upon the satisfaction of other formalities like payment of security deposit, execution of agreement (Deed of License) failing which security deposit paid will be forfeited besides cancelling the license.
2. The allocated space to the successful bidder may be relocated within the campus as per the requirement of the Institute.
3. Change of Nature of Business: The licensee has to do the same business which is mentioned in the notification and for which license is issued. If the licensee is found doing business in the shop other than the stipulated in the deed of license, the license is liable for termination duly forfeiting the Security Deposit.
4. The premises will be given "as is where is condition" to the successful licensee. Any modifications, changes, alterations, repairs, if any required shall be undertaken by the licensee at his own cost with the prior permission of the Institute concerned and as per the drawings approved by the Institute.
5. The licensee shall pay all the taxes to his /her businesses which are levied by the Central Government and the State Government from time to time. The Institute is not liable for the penalties against non-payment of these taxes or default therein. Any default, non-payment of taxes to statutory authorities will cause termination of license and vacation of premises.
6. All the above terms and conditions will form part of the agreement. The licensee will have to be bound by these conditions in addition to any other conditions prescribed by the Institute.
7. All notices, consents, sanctions directions and approval referred to in this agreement or otherwise shall be given by the licensor to the licensee in writing.
8. The process in the said auction will be adjusted towards the arrears of license fee etc., and the balance, if any, will be refunded to the licensee.
9. In the event the Licensee fails to hand over vacant and peaceful possession of the licensed premises to the Licensor upon expiry or termination of the licence period, the Licensor shall be entitled to forfeit the Security Deposit. In addition, the Licensee shall be liable to pay damages at the rate of Rs. 1,000/- (Rupees One Thousand only) per day for the period of unauthorized occupation beyond the stipulated date of handover. The Licensor shall also have the right to blacklist the bidder and take such further action as may be deemed necessary under applicable law.
10. In the event of any damages caused to the shop premises or property of the Licensor by the Licensee or his representatives, agents or servants during the subsistence of licensee period, the licensee shall make good to the Licensor shall have right to recover the said sum from the Licensee.
11. No accommodation shall be provided to shopkeepers or their employees in the campus. Likewise, no person related to the shop will be allowed to stay in the campus after closing of shop.
12. During the agreement period, the licensor is at liberty to alter /modify /add/delete in the condition(s) of the agreement in the interest of the Institute.

13. **PROHIBITIONS**

- a) No shopkeeper should sell any prohibited items by the Institute or by the Government or any enforcing agencies such as cigarettes, gutka, pan masala, intoxicants, liquor, prohibited drugs etc. They shall adhere to the code of the conduct laid down by the Institute from time to time. The licence agreement can be terminated at any point of time without assigning any reasons including violation of contractual obligations.

- b) The use of single-use plastic items like plates, cups, straws, trays, and polystyrene is totally prohibited.
  - c) Use of polythene and colours in food items: All the shopkeepers shall submit an undertaking for not using the polythene covers which are banned by the State / Central Governments or any other agency. In all the foods and beverages or preparations no chemicals or colours are used which are harmful to public health.
  - d) No child labourer shall be employed for servicing as per law.
  - e) The licensee shall not exhibit or permit any advertisement in the shop, except the same and style of his/her business, and the cutout/poster/hoarding should not be obscene. In case of misbehavior assault on person / employees Institute, any act or comment tarnishing the image of Institute by the licensee or his representative /workers lead to impose penalty or termination of contract duly forfeiting the Security Deposit amount.
14. The operation of the shop's timings shall be as directions of the Institute.
  15. Institute reserves the right to accept or reject the application for any shop or vending Machine at the sole discretion of the Institute without assigning any reasons thereof.
  16. None of the vendors will be allowed to set up extra tables or chairs or any other type of furniture in and around their serving areas without permission from the appropriate authorities.
  17. Do not paste any notices/menus on the walls of the serving area building without permission from the appropriate authorities. If necessary, laminated menu cards should be prepared.
  18. Any violation of the above guidelines will lead to a showcase notice first, and then subsequently a fine of Rs 500 each time. All vendors will be collectively responsible for the fine payment. The breach should be reported to the Assistant Registrar, Establishment.
  19. Sanitization, disinfection and sterilization protocol is mandatory.
  20. The licensee shall arrange for periodic pest/ rodent control within the allotted space to control harmful insects and rodents.
  21. The interested applicants are advised to visit the IISER Kolkata premises at their own cost on any working day between 10:00 hours to 17:00 hours and ascertain the nature and quantum of work before bidding schedule.
  22. The licensee shall maintain the quality of goods/ items to be sold/ services to be provided. There shall be no compromise in regard to the quality of items to be sold/ services to be provided in the shop/ outlet premises.
  23. All the workers shall invariably carry their ID Cards (to be provided by the Vendor/Service Provider at its own costs) and shall be produced to the security personnel and other Institutes authorities, whenever asked for.
  24. The Institute shall not be responsible for any damage, loss or theft in the shop, if any It will be the responsibility of the licensee to safeguard the allotted/ its assets. IISER Kolkata will not be responsible in any way for loss or damage arising out of unusual occurrences for example voltage fluctuations, seepage of water etc.
  25. The service provider must provide bills to customers.
  26. The above guidelines are applicable to all shop owners on the IISER Kolkata campus.
- **PENALTY PROVISION:**
    - In the opinion of the licensor, if the licensee fails to execute the license for the terms mutually agreed and enter into the agreement/contract between the licensor and the licensee to the satisfaction of the licensor, the Institute (licensor) has the right to take the following actions.
    - Imposition of fine for breach of contract by authorized officer of the Institute according to table below.
    - Forfeiture of Security Deposit either partly or fully.
    - Termination of license by giving two months' notice.
    - Termination of contract with or without giving the above due notice and also simultaneous forfeiture of security deposit.

- In the event of any statutory authorities imposes any punishment or fines etc., and if the Institute is made a party in such penal action the Institute has got the authority to keep security deposit etc., with it until it is proved to the satisfaction of the Institute that such penal actions are ceased. Such penal actions may be a reason for termination of contract.
- Any penalty being referred to in the document refers to the table below:

Sl. No.	Violation	Penalty per complaint
1	Delay in payment of license fee and civic charges	Rs. 500/- for each day of delay
2	Violation of a contractual obligation not mentioned below	Rs. 500/-
3	No adherence to the timings mentioned in the tender	Rs. 500/-
4	Changes in listed items or rates without permission of IISER K	Rs. 500/-
5	Inappropriate personal hygiene of workers	Rs. 500/-
6	Damage to Institute infrastructure and equipment	Rs. As per actuals
7	Stale or Rotten food/Food poisoning	As per decision of the Competent Authority of the Institute.

- **DISPUTE REDRESSAL APPLICABLE LAWS:**

- In all disputes and doubts or interpretation of the clauses or conditions applicable to the license or otherwise, the decision of the Institute shall be final and binding on the licensee.
- The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings/processing. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Kalyani/Kolkata, West Bengal, India only.
- Any dispute or differences arising out of the meaning, purports of the license agreement then so far as possible be amicably settled failing which shall be referred to Arbitration which shall be held in accordance with the provisions of the Arbitration and Conciliation Act 1996 and the venue of arbitration shall be at West Bengal. The decision of the Arbitrator shall be final and binding on both the parties.
- Force Majeure: Any delay due to Force Majeure will not be attributable to the Vendor. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Vendor or its employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Vendor for a period exceeding a continuous period of 7 (seven) days.

- CONTRACT DOCUMENTS AND THEIR INTERPRETATIONS

- a) The original agreement shall remain with the Institute while a photocopy thereof may be retained by the licensee, if it so wishes.
- b) The several documents forming the contract have to be in English language and should be mutually explanatory to one another.

Sd/  
Assistant Registrar,  
Students' Affairs

## DECLARATION REGARDING BLACKLISTING/DEBARRING FOR TAKING PART IN TENDER

(To be executed & attested by Public Notary / Executive Magistrate on Rs.10/- non-judicial Stamp paper by the applicant)

I/We \_\_\_\_\_, the shopkeeper/bidder, do hereby declare that the Firm/Company/Organization namely \_\_\_\_\_ has not been blacklisted or debarred in the past by Union / State Government or organization or Institute in India.

Or

In case the above information found false I/we are fully aware that the contract will be rejected/cancelled by the Competent Authority of IISER Kolkata and security deposit shall be forfeited.

In addition to the above IISER Kolkata will not be responsible to pay the bills for any completed/partially completed work.

DEPONENT

Name \_\_\_\_\_

Address \_\_\_\_\_

Attested:

(Public Notary / Executive Magistrate)

Technical Compliance

Name of the Applicant: \_\_\_\_\_

Name and nature of current business: \_\_\_\_\_

Sl. No.	Vending machine type / product details	Designated location	Brand/ make and model of the equipment	Year of purchase/ manufacturing
<b>1</b>	<b>Sanitary Napkin Vending Machine</b>			
1.01	<i>Sanitary Napkin Vending Machine</i>	Netaji Subhas Chandra Bose (NSCB) Hostel		
1.02	<i>Sanitary Napkin Vending Machine</i>	Nivedita Girls Hostel		
1.03	<i>Sanitary Napkin Vending Machine</i>	RC Building		
<b>2</b>	<b>Food and Beverage Vending Machine</b>			
1.01	<i>Food and Beverage Vending Machine</i>	Nivedita Girls Hostel		
1.02	<i>Food and Beverage Vending Machine</i>	Netaji Subhas Chandra Bose (NSCB) Hostel		
1.03	<i>Food and Beverage Vending Machine</i>	Ishwar Chandra Vidyasagar (ICVS) Hall		
1.04	<i>Food and Beverage Vending Machine</i>	RC Building		
1.05	<i>Food and Beverage Vending Machine</i>	AAC Building		
1.06	<i>Food and Beverage Vending Machine</i>	CSA Building		
<b>3</b>	<b>Tea and Coffee Vending Machine</b>			
3.01	<i>Tea and Coffee Vending Machine</i>	AAC Building		

1. Details of application fee:

Payment reference no.: \_\_\_\_\_ Date of Payment: \_\_\_\_\_

Payment Bank name: \_\_\_\_\_

Full Address of Applicant: \_\_\_\_\_

2. Pan Card No.: \_\_\_\_\_

Signature of the Applicant

Mobile Phone No

## NO RELATIONSHIP CERTIFICATE

(On company letter head along with supporting documents, if any)

TO  
THE DIRECTOR  
INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH KOLKATA  
MOHANPUR- 741 246, DIST. NADIA, WEST BENGAL

## Tender Reference Number:

- 1) I/We\* hereby certify that I/We\* am/are\* related/not related (\*) to any EMPLOYEE of the Institute. (If related provide the details of the employee)
- 2) I/We\* am/are\* aware that, if the facts subsequently proved to be false, my/our\* contract will be rescinded with forfeiture security deposit and I/We\* shall be liable to make goods the loss or damage resulting from such cancellation.
- 3) I/We\* also note that, non-submission of this certificate will render my / our tender liable for rejection.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....

[Name & address of Bidder and seal of company]

\*Please delete as appropriate

## BID-SECURING DECLARATION

(To be printed on Organization Letter Head)

TO  
 THE DIRECTOR  
 INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH KOLKATA  
 MOHANPUR- 741 246, DIST. NADIA, WEST BENGAL

## Tender Reference Number:

- 1) I/We\* understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration In lieu of Earnest Money Deposit.
- 2) I/We understand that if I/We withdraw or modify our Bids during the period of validity, or if I/We are awarded the contract and I/We fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/We will be suspended for the period of one year from being eligible to submit Bids for all future contracts.
- 3) 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.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....

[Name &amp; address of Bidder and seal of company]

\*Please delete as appropriate

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

(Ref Clause 9.4 of ITB and clause 5.8 of GCC) To the President of India, through Head of Procurement Procuring Organization [Complete address of the Procuring Entity]

Whereas..... (name and address of the contractor) (hereinafter called "the contractor") has undertaken, in pursuance of contract no ..... date..... to supply ..... (description of goods and Works/ Services) (hereinafter called "the contract"). And Whereas you have stipulated it in the said contract that the contractor shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And whereas we have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of .....(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the sail debt from the contractor before presenting us with demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until the ..... day of .....20..... Our..... branch at.....\*(Name & Address of the .....\*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our .....\* branch a written claim or demand and received by us at our .....\* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer .....

Seal, name & address of the

Bank and address of Branch

*\*Preferably at the headquarters of the authority competent to sanction the expenditure for the procurement of goods or at the concerned district headquarters or the state headquarters.*

ANNEXURE-XI

## PRICE REASONABILITY CERTIFICATE

[To be provided on company Letterhead]

TENDER REFERENCE NUMBER:

PRODUCT NAME:

It is certified that the rates quoted in our bid document are the same and not higher than those quoted with other Government, public sector or private organizations. In case it is found that our supplies or quotes a lower rate to other Governments, public sector or private organisations, we would reimburse the excess.

(Seal &amp; Signature of the bidder)

Contact Number

Email ID: