

5/30/2024

TENDER DOCUMENT

Supply, Installation and Operation of Vending Machines in IITD Campus

STUDENT AFFAIRS SECTION
INDIAN INSTITUTE OF TECHNOLOGY DELHI

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Notice Inviting Tender

INDIAN INSTITUTE OF TECHNOLOGY DELHI HAUZ KHAS, NEW DELHI-110016

Dated: 30/05/2024

Tender Notice No. IITD/ISTA/ (SP-4655)/2024

The Dy. Registrar (Student Affairs), Indian Institute of Technology Delhi, Hauz Khas, New Delhi 110016 invites tenders/online bids (Technical bid and Commercial bid), on behalf of Chairman, BoG, IIT Delhi, from eligible, experienced and reputed firms "Supply, Installation and Operation of Vending Machines in IIT Delhi Campus" on contract basis for a period of maximum 3 years subject to satisfactory performance on yearly basis as per the terms and conditions specified in the tender document.

Earnest Money Deposit	Rs.25,000/- (Twenty Five Thousand Only)

Tender Documents may be downloaded from Central Public Procurement Portal http://eprocure.gov.in/eprocure/app. Aspiring Bidders who have not enrolled/registered in e-procurement should enrol/register before participating through the website http://eprocure.gov.in/eprocure/app. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission'.

Tenderers can access tender documents on the website (For searching in the NIC site, kindly go to Tender Search option and type 'IIT'. Thereafter, click on "GO" button to view all IIT Delhi tenders). Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website http://eprocure.gov.in/eprocure/app as per the schedule given in the next page.

No manual bids will be accepted. All bids (both Technical and Financial) should be submitted in the E- procurement portal.

SCHEDULE

Name of Organization	Indian Institute of Technology Delhi
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods/works)	Services
Type/Form of Contract (Service)	Vending Machines
Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)	Others
Source of Fund (Institute/Project)	Not required
Is Multi Currency Allowed	No (only INR)
Date of Issue/Publishing	30-05-2024 at 3:00 PM
Document Download/Sale Start Date	30-05-2024 at 3:00 PM
Document Download/Sale End Date	20-06-2024 at 3:00 PM
Date for Pre-Bid Meeting (Physical)	NA
Venue of Pre-Bid Meeting (Physical)	NA
Last Date and Time for Uploading of Bids	20-06-2024 at 3:00 PM
Date and Time of Opening of Technical Bids	21-06-2024 at 3:00 PM
Earnest Money Deposit (EMD)	₹25,000/- (Rs. Twenty Five Thousand Only) (To be paid through RTGS/NEFT. IIT Delhi Bank details are as under: Name of the Bank A/C : IITD Revenue Account SBI A/C No. : 10773572622 Name of the Bank : State Bank of India, IIT Delhi, Hauz Khas, New Delhi-110016 IFSC Code : SBIN0001077 MICR Code : 110002156 Swift No. : SBININBB547 (This is mandatory that UTR Number is provided in the on- line quotation/bid. (Kindly refer to the UTR Column of the Declaration Sheet at Annexure-III)
No. of Covers (1/2/3/4)	02
Bid Validity days (60)	120 days (From date of opening of financial bids)
Address for Communication	Student Affairs Section, Room No- MS 207/C-9, 2 nd Floor, Main Building, IIT Delhi, Hauz Khas, New Delhi-110016
Contact No.	011-26591766 / 1747 / 7098
Email Address	arsa@admin.iitd.ac.in /

INSTRUCTIONS FOR ONLINE BID SUBMISSION

This tender document has been published on the Central Public Procurement (CPP) Portal (<u>URL: http://eprocure.gov.in/eprocure/app</u>). The bidders are required to submit their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submit their bids online on the CPP Portal.

Detailed information regarding submitting of online bids on the CPP Portal can be seen at: http://eprocure.gov.in/eprocure/app

REGISTRATION

- 1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: http://eprocure.gov.in/eprocure/app) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
- 2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5. Only one valid DSC is to be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6. The bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

- 2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3. The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to summary rejection of the bid.
- 3. The bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.

SUBMISSION OF BIDS

- 1. The bidder should log into the site well in advance for bid submission so that he/she uploads the bid in time i.e., on or before the bid submission time. The bidder will be solely responsible for any delay due to other issues.
- 2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3. The bidder has to select the payment option as "on-line" to pay the tender fee / EMD as applicable and enter details of the instrument. Whenever EMD / Tender fees are sought, bidders need to pay the tender fee and EMD separately on-line through RTGS (Refer to Schedule, Page No.2).
- 4. A standard BoQ (Bill of Quantities) format has been provided with the tender document to be filled in by all the bidders. Bidders are requested to note that they should submit

their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders shall follow this time during bid submission.
- 6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.
- 7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

ASSISTANCE TO BIDDERS

- 1. Any query related to the tender document, or the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the person as authorized by him and indicated in the tender.
- 2. Any query related to the process of online bid submission or queries relating to CPP Portal in general may be made with the 24x7 CPP Portal Helpdesk.

GENERAL INSTRUCTIONS TO THE BIDDERS

- 1. The tenders will be received online through portal http://eprocure.gov.in/eprocure/app. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
- 2. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card / e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through https://eprocure.gov.in/eprocure/app. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site https://eprocure.gov.in/eprocure/app under the link "Information about DSC".

3. Tenderer are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e- Procurement at https://eprocure.gov.in/eprocure/app.

TERMS & CONDITIONS DETAILS

- 1. **Due Date**: The tender must be submitted on-line before the due date. The offers received after the due date and time will not be considered. No manual bids will be considered.
- 2. **Deviation**: Deviation in no. of vending machines will be allowed from 50% to 100% as per approval of the Competent Authority.
- 3. Preparation of Bids: The offer/bid should be submitted in two bid systems (i.e.) Eligibility cum Technical bid and financial bid. The technical bid should consist of all technical details along with commercial terms and conditions. Financial bid should indicate the overall discount on MRP of each item inclusive of GST in the given format i.e., BoQ. The Eligibility cum Technical bid and the financial bid should be uploaded online.
- 4. **EMD**: The tenderer should submit an EMD amount through RTGS/NEFT. *The Technical Bid without EMD would be considered UNRESPONSIVE* and will not be accepted.
- 5. **Refund of EMD**: The EMD will be returned to unsuccessful Tenderer in 30 days, without any interest, only after opening of the financial bids of technically qualified bidders. In the case of successful Tenderer, it will be retained till the successful completion of License / Contract period.
- 6. Opening of the tender: The online bid will be opened by a committee duly constituted for this purpose. Online bids (complete in all respect) received along with EMD (if any) will be opened as mentioned in the Schedule in presence of bidder's representative, if available. Only one representative will be allowed to participate in the tender opening. Bid received without EMD (if applicable) will be rejected straight way. The Eligibility cum Technical bid will be opened online first, and it will be examined by a technical committee (as per specification and requirement). The bidder who qualifies the initial eligibility criteria will be considered for evaluation of technical bid. The financial offer/bid will be opened only for the offer/bid which technically meets all requirements as per the specification of the NIT including the presentations by the bidder as mentioned in the bid and will be opened in the presence of the vendor's representatives subsequently for further evaluation. The bidders, if interested, may participate on the tender opening Date and Time. The representative should produce an authorization letter from their company to participate in the tender opening.
- 7. **Acceptance/ Rejection of bids:** The Committee reserves the right to reject any or all offers without assigning any reason.
- 8. **Criteria for disqualification:** Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between bidder specification and supporting documents etc. may lead to rejection of the bid, without

reference to the bidder.

9. **Applicable Law:** The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction New Delhi, INDIA.

10. Notices:

- **a.** Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by email and confirmed in writing to the other party's address.
- **b.** A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 11. **Taxes:** Vendors shall be entirely responsible for all taxes, duties, license fees, road eway bills, etc. levied on their goods by the Govt. time to time.

INDIAN INSTITUTE OF TECHNOLOGY DELHI HAUZ KHAS, NEW DELHI-110016

(STUDENT AFFAIRS SECTION)

SCOPE OF WORK

VENDING MACHINES (FOR FOOD & BEVERAGES)

Infrastructural details of the approved locations under the scope of tender:

VENDING MACHINES (FOR FOOD & BEVERAGES)

Parameter	Lecture Hall complex	Examination Hall	Student Activity Center
Number of machines	2	2	2
Area	2294 sq inch	2294 sq inch	2294 sq inch
Location	Ground Floor	Ground floor	Ground floor

Details of the vending machines:

Parameter	Need
Number of trays	6
Coils per tray	10
Payment system	Cash and Cashless Compatible (Paytm
	wallet/UPI platforms)
Dimension	76*31*37 (in inches) (Approx)
Capacity	300 Kg(Approx)

a) Operating hours: From 07:00 AM to 07:00 PM (LHC) b) Operating hours: 24x7 (Examination Hall, SAC)

Responsibilities of the vendor:-

- 1) The vendor shall be responsible for regularly restocking the vending machine with the approved items. Additionally, the vendor shall ensure that all items are maintained in a hygienic state and are free from any condition of spoilage or expiration.
- 2) The vendor holds full responsibility of refilling the machines when they reach about 50% of the capacity. This should be done within 2 hours (from the machine reaching 50% of the capacity).
- 3) The vendor shall provide maintenance and repair services for the vending machine, ensuring its proper functioning throughout the contract period.

- **4)** The vendor shall offer prompt and courteous customer service addressing any issues or concerns related to the vending machine.
- **5)** The vendor will have to arrange Internet connection for the vending machines on their own preferably wireless connection.
- **6)** The Institute will not provide any storage space. The vendor will have to arrange for the same.
- 7) The vendor shall be responsible for safety and security of the vending machines.

Responsibilities of the Institute :-

- 1) The Institute will provide a suitable space within the premises of IIT Delhi for the installation of vending machines.
- 2) The Institute will provide electricity on a chargeable basis (charges to paid as per actual consumption by the vendor).
- **3)** The Institute will allow the entry of vendor's representatives for refilling stock.

Items to be sold

VENDING MACHINES (FOR FOOD & BEVERAGES)

Sl. No.	Item	Brand	Packaging Size
1.	Chips	Lays/Haldiram/Bikano/ITC/Crax	60gm
2.	Namkeen	Haldiram/Bikano/ITC/Crax/Parle/Bikaji	30gm-56gm
3.	Namkeen	Haldiram/Bikano/ITC/Crax/Parle/Bikaji	55gm-80gm
4.	5 Star	Cadbury	40gm
5.	Protien Bar	Max Protien/ UniBic/ RiteBite	30gm
6.	Fuse	Cadbury	30gm
7.	Dairy Milk	Cadbury	36gm
8.	ChocoChip Cookies	Anmol/ Unibic	75g
9.	Center Filled Cookies	Anmol/ Dark Fantasy (Box MRP/No of Peices)	12.5g
10.	Kit Kat 4F	Nestle	36.5g
11.	Kit Kat Rich Chocolate	Nestle	50gm
12.	Choco Pie	Lotte/ Orion (Box MRP/No of Peices)	28gm
13.	Snickers	Mars	45gm
14.	Real Juice	Real – Dabur	180ml
15.	Lassi	Epigamia	150ml

16.	Milk Shake	Epigamia	180ml
17.	Kurkure	Kurkure, Taka Tak, Tedhe Medhe	105gm
18.	Jim Jam	Britannia	92gm
19.	McVitiesOats	McVities	75gm
20.	Digestive	McVities	96.5gm
21.	Water	Bisleri/ Bailey/ Dasani	500ml/1L
22.	Bakery	Bakery Products	1pc
23.	Center Filled Croissant	Bauli/ Britannia	50gm
24.	Ferrero Rocher	Ferrero Rocher	T4/4pc
25.	Butter Scotch Milk	Ananda	150ml
26.	Lahori Zeera	Lahori Zeera	160ml/250ml
27.	Cake	Winkis/ Anmol/ Britannia/ Bauli	90gm-120gm
28.	Energy Drink	RedBull/ Monster	250ml/330ml
29.	Carbonated Beverages	Coca Cola, Diet Coke, Sprite, Limca, Fanta, Pepsi, Mountain Dew, 7 Up, Campa Cola, Pop	250ml/750ml
30.	CarbonatedCan	Coca Cola, Diet Coke, Sprite, Limca, Fanta, Pepsi, Mountain Dew, 7 Up, Campa Cola, Pop	300ml/330ml
31.	Frooti	Parle Agro	250ml/500ml
32.	Pulpy Orange	Pulpy Orange	200ml/400ml

INITIAL ELIGIBILITY CRITERIA

- 1. The Tender form without remitting earnest money through RTGS/NEFT will not be considered.
- 2. The applicant should submit a document for registration of firm with Registrar of companies and local bodies whenever required.
- 3. The bidder should have a minimum of 03 consecutive years of experience in supply and operation of at least 05 vending machines in any Govt. / Semi Govt. / PSU / Autonomous bodies or any reputed private firm. The bidder should upload the copies of the award letters and contract documents.
- 4. The bidder should have an annual average turnover of Rs. 50 lakhs per annum, during the last three financial years. Annual average turnover certificates and audited turnover statements duly certified by a chartered accountant along with Profit & Loss Statements are required to be furnished as proofs of the same.
- 5. The applicant should submit a document for registration of firm with Registrar of companies and local bodies whenever required.
- 6. The bidder should enclose a financial solvency certificate issued by a banker for an amount not less than Rs. 10 Lakhs.
- 7. The firm/individual should not have been blacklisted by any Government Organization and neither any criminal case nor any economic offence is pending before any Court of Law or Registered with Police. The bidder should submit an undertaking on his company's letter head as per Annexure-II.
- 8. The bidder should have PAN & GST No.

Note: Bidders who do not fulfil any of the initial eligibility criteria as mentioned above or fail to submit documents complete in all respects, shall not be considered for technical evaluation.

TECHNICAL EVALUATION CRITERIA

The criteria for technical evaluation of the bids are stated hereunder:

S. No.	Criteria	Marks maximum
1	The bidder should have a minimum of 03 consecutive years of experience in supply and operation of atleast 05 vending machines in any Govt. / Semi Govt. / PSU / Autonomous bodies, reputed private firm. (a) 2 marks for each one year of experience.	10 (maximum)
2	Average Annual Turnover for Last Three Years. (a) 05 marks for an average annual turnover of Rs.50 lakhs for last 03 FY. (b) 1 additional mark for every additional turnover of 50 lakhs over a turnover of Rs. 50 lakhs. Illustration: If a bidder has an average annual turnover of Rs.01 crore, then he will be awarded 06 marks, i.e., 05 marks for an annual turnover of Rs.50 lakhs and 1 mark for additional annual turnover of Rs. 50 Lakhs above Rs. 50 lakhs.	10 (maximum)
3	Total Number of Clients in any Govt. / Semi Govt. / PSU / Autonomous bodies/reputed private firms for whom the Bidder has previously served or currently serving as a Vendor or as a service provider. (Please fill Annexures – I of this NIT) (a) 02 marks for each no. of client.	10 (maximum)
4	Performance Report / Feedback provided by clients. a. 02 marks for each "Satisfactory" overall performance report.	10 (maximum)
	Total	Marks = 40

- The minimum qualifying marks in each attribute shall be 50%.
- The minimum qualifying marks overall for opening of financial bid is 70%.
- The Bidder with the highest overall discount percentage on MRP of items will be designated as (L1) and will be awarded the contract.

FINANCIAL EVALUATION CRITERIA.

1. The financial criteria having 100% weightage will be evaluated on the basis of the maximum overall discount percentage on the items quoted by the bidder in BoQ. It is to be noted that the final selling price of each item at the start of operations will be submitted by the L1 bidder to the Student Affairs Section for its approval.

GENERAL TERMS AND CONDITIONS

CONTRACT PERIOD

1. Initially for a period of one year and extendable on yearly basis for a maximum period of three years from the date of commencement of initial contract, depending upon the performance of the firm and compliance.

WARRANTY

1. All the vending machines should be new. Any complaint shall be attended within a response period of 48 hours on 24x7 basis. Any defect (s) in workmanship or deterioration in the quality or deviation to tender specifications coming to notice shall be rectified at site within 48 hours of the reporting of the same to the vendor. If system is required to be picked up and taken to contractor's premises for removing the defect(s), the same shall be picked up from the consignee within 07 working days. During that period, a suitable machine should be provided.

VALIDITY OF TENDER

Tender shall be kept valid for acceptance by IITD for a period not less than 120 days after the opening of financial bids.

AWARD OF CONTRACT

- a) The Institute will award the contract to the tenderer whose tender has been determined to be technically qualified and who has offered the highest discount on MRP (%).
- b) Notwithstanding the above, the Department reserves the right to seek previous work orders, references etc. and to accept or reject any quotations and to cancel the process and reject all tenders at any time prior to award of contract.
- c) The bidder whose rate is accepted will be notified for the award of contract by the Department prior to expiry of the tender validity period. The terms and conditions stipulated in the tender document shall be fully applicable to the resultant contract and taken as an integral part of the contract concluded on the basis of this Tender Enquiry. General in case two firms offering the lowest net bundled prices, then the decision of the Competent Authority will be final.

TERMINATION OF CONTRACT

- i. On expiry of period given in the contract. Further, the contract can be terminated at any time during the currency due to bad/ delayed performance established on the part of the contractor or any such material complaints.
- ii. The contract can be terminated at any time by giving a Notice of one month in advance from either party, without assigning any reason. Any complaints pending on the day of giving notice & also the expiry of the Notice served shall have to be attended to in accordance with the terms & conditions of the contract.
- iii. IITD reserves the right to terminate the contract in full or part thereof without assigning any reason.

- iv. During termination of contract, the vendor will be permitted to lift the machines from the premises and the vendor should obtain the permission from General Administration IITD.
- v. The contractor shall observe all security provisions as applicable to the offices of the IITD. Any violation shall be his responsibility.
- vi. The bidder shall not enter into sub contract with any person or transfer the contract or any benefit there under to any person or firm without written approval of the Department.
- vii. The person signing the tender document on behalf of the contractor or on behalf of the firm, shall attach with the tender a proper power of Attorney, duly executed by all the partners, stating that he has the authority to bind such other persons of the firms whatever the case may be in all the matters pertaining to the contract, including the arbitration clause.
- viii. Acceptance of the tender shall be communicated to the successful bidder by a formal letter of acceptance of tender.
- ix. The firm/Vendor must inspect the location before submitting the tender.
- x. The maintenance of the machines will be cared by the Vendor. No payment will be made by IITD for any kind of replacements or change of any parts of the machine.
- xi. The firm has to provide stand by unit in case of removal of units for overhauling for major repairing.
- xii. The firm should maintain a log book of each & every complaint of vending machine and obtain satisfactory report from the officer concerned.

Notwithstanding anything contained in this document, the acceptance of tender will rest with IIT DELHI and IIT DELHI reserves full right to reject any or all tenders without assigning any reason whatsoever.

TERMINATION CLAUSE

1. IIT Delhi reserves the right to terminate the contract given to the Licensee at any point of time if he/she violates any of the clauses mentioned in this tender document. The decision of the Institute shall be final and binding upon the bidder.

RENT CLAUSE

- 1. The Licensor reserves the right to review / revise the rates of License Fee as per the decision of the Institute. The Licensee agrees to be bound by the revised rates without demur.
- 2. The License Fee will be charged as per "Commercial Establishment Allotment Rules". License fee will be charged as per rates revised and effective from 01/01/2024 @ (at the rate of) Rs.21.84 plus GST (as applicable) per sqft per month. An increase in the License fee @ of 5% (compounded annually) on prevailing License fee at the time of renewal, if any made by Licensor, every year, starting from 1st January of every calendar year
- 3. The Licensee will be required to deposit an amount equal to twelve months License Fee (within 15 days from date of issue of award letter) as Security Deposit with the Licensor. The security deposit will be non-interest bearing and shall be returned to the Licensee after expiry or soon after termination of the license, after making deductions, if any, against unpaid bills, damages, etc.

- 4. If the License Fee hereby reserved or any other part thereof, shall at any time be in arrears or remain unpaid after the due date, or if the Licensee at any time fails or neglects to perform or observe any of the terms and conditions contained herein and on his part to be observed and performed, then, in that event the licensor may, without prejudice to any other remedies or rights, revoke the license by giving 15 (FIFTEEN) days' notice in writing to the Licensee and re-enter the premises in question or any other part thereof. The Licensee shall upon such revocation peacefully give up possession of the premises in question without any right to compensation whatsoever. In addition, the Licensor reserves the right to take its remedies against any other breach of the terms and conditions against the Licensee.
- 5. The Licensee will be required to deposit an additional security deposit for installation of electrical connection/meter for the vending machine.
- 6. This contract shall abide by the Commercial Establishment Allotment rules of the Institute.

FORFEITURE OF EARNEST MONEY

Earnest money will be forfeited on non-installation of the machines and commencement
of operations within one month (or as decided by the Student Affairs Section) of issue of
allotment letter. The allottee shall not have any claim on such forfeiture / cancellation of
contract.

BID REJECTION

- 1. Conditional tenders / application forms will be summarily rejected.
- 2. The bidder should not have been blacklisted or debarred by any other Entity/Organization during the past 5 (Five) years. If the Institute gains knowledge of the above at any time, the bid is liable to be summarily rejected and if the License has already been awarded, the same can be terminated and security deposit forfeited.
- 3. In the event of a bidder submitting any forged/fake document, the bid is liable to be summarily rejected and if a License has already been awarded, the same can be terminated and security deposit forfeited.

DISPUTE CLAUSE

1. That the office of Director IIT Delhi only, shall have the jurisdiction to entertain any application in respect of any proceedings under this tender document. This document shall be governed by and construed in accordance with the providing laws of Government of India and any disputes arising under this License Deed can be dealt in courts at NCT Delhi.

FORCE MAJEURE

- 1. The parties here are relieved of any liability if unable to meet the terms and conditions of this License/Contract due to any "Act of God", riots, epidemics, pandemics, strikes, or any act or order which is beyond the control of the party not in compliance, provided that it takes all reasonable steps practical and necessary to effect prompt resumption of its responsibilities hereunder.
- 2. Lockdowns: If any lockdowns are imposed for a substantial period due to any unforeseen circumstances, the license fee payable and menu and prices of food items can be renegotiated on mutually agreeable terms.

ANNEXURE-I

DETAILS OF VENDOR / SERVICE PROVIDER

1	Name of the Vendor/Service Provider	:	
2	Total number of Clients for whom the Bidder has previously served as service provider or as vendor		
3	The year from which the Bidder has been in business of vending machines or as vendor.	•	
4	Attach Experience Certificates from the previous and current clients for whom the Bidder has provided vending machines	:	

It is certified that the information supplied by me/us is true and correct to the best of my/our knowledge & belief, and nothing has been concealed herein, and this information can be used for assessment of performance vis-à-vis tender (s).

(Seal & Signature of the bidder)

ANNEXURE-II

UNDERTAKING

5. E-MAIL

1. I, the undersigned, certify that I have gone through the terms and conditions mentioned in the bid document and undertake to comply with them.

.....

- 2. The rates quoted by me are valid and binding upon me for the entire period of the contract.
- 3. I/we give the right to the competent authority of the Indian Institute of Technology Delhi to forfeit the Earnest Money/Security Money deposited by me /us in case of breach of Terms & Conditions of the NIT & Contract.
- 4. That (name of the bidder / company) has not been blacklisted or declared insolvent by any of the Union or State Government / Organizations.
- 5. I hereby undertake to provide the services as per the direction given in the tender document/contract agreement.

(Seal & Signature of the bidder)

<< Organization Letter Head >>

DECLARATION SHE	<u>:ET</u>			
/We, hereby certify that all information and data urnished by me/us in respect of our organization with regard to this tender specification are rue and complete to the best of our knowledge. I/We have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.				
This is certified that I/We/am/are authorized company/organization to participate in the Tender and conditions of eligibility criteria laid down in this tender described in the conditions of eligibility criteria laid down in this tender described in the conditions of eligibility criteria laid down in this tender described in the conditions of eligibility criteria laid down in this tender described in the conditions of eligibility criteria laid down in this tender described in the conditions of eligibility criteria laid down in this tender described in the conditions of eligibility criteria laid down in this tender described in the conditions of eligibility criteria laid down in this tender described in the conditions of eligibility criteria laid down in this tender described in the conditions of eligibility criteria laid down in this tender described in the conditions of eligibility criteria laid down in this tender described in the conditions of eligibility criteria laid down in this tender described in the conditions of eligibility criteria laid down in this tender described in the conditions of eligibility criteria laid down in the condition	d my/our organization meets all the			
I/We, further specifically certify that our organization has not been Blacklisted / Delisted or put to any Holiday by any Institutional Agency / Govt. Department / Public Sector Undertaking in the last three years.	Name & Address of The Vendor / Manufacturer / Agent			
1) Phone				
2) E-mail				
3) Contact Person Name				

5) GST Number

6) PAN Number

7) UTR No. (For EMD)8) Kindly provide bank details of the bidder in the following format:

a) Name of the Bank

(In case of on-line payment of EMD)

b) Account Number

4) Mobile Number

c) Kindly attach scanned copy of one Cheque book page to enable us to return the EMD to unsuccessful bidder

(Seal & Signature of the bidder)

ONLINE BID SUBMISSION CHECK LIST

The Online bids (complete in all respect) must be uploaded online in two envelopes as explained below.

S.No.	Content	File Type
	Technical Bid	
1.	Proof of EMD, i.e., online payment receipt with UTR no.	.pdf
2.	PAN & GST No.	.pdf
3.	Document for registration of firm with Registrar of companies and local bodies whenever required.	.pdf
4.	Annual average turnover certificate, audited turnover statements, Profit & Loss Statements for last 03 FY's.	.pdf
5.	Solvency certificate	.pdf
6.	Experience Certificate.	.pdf
7.	Annexure-I	.pdf
8.	Annexure-II	.pdf
9.	Annexure-III	.pdf
10.	Any other document as specified in NIT.	.pdf
	Financial Bid	
1.	Price bid in BoQ format.	.xls