

E-TENDER DOCUMENT

VISITOR'S SERVICE BY WAY OF SELLING OF ICE-CREAM AND FROZEN DESSERTS BY WAY OF OPERATING ONE BUILT IN KIOSK & FIVE PUSH CARTS INSIDE THE TICKETING ZONE IN SCIENCE CITY, KOLKATA ON LEAVE AND LICENSE BASIS

विज्ञान नगरी

SCIENCE CITY

(राष्ट्रीय विज्ञान संग्रहालय परिषद)

(National Council of Science Museums)

संस्कृति मंत्रालय, भारत सरकार

Ministry of Culture, Government of India

जे. बी.एस. हलडेन एवेन्यु, कोलकाता - 700046

J B S Haldane Avenue, Kolkata 700046



E-TENDER NO: SCCY-13023/30/ ICE CREAM/2018

INSTRUCTIONS TO THE TENDERERS/BIDDERS FOR E-SUBMISSION OF BIDS ONLINE THROUGH E-PROCUREMENT SITE <https://eprocure.gov.in/eprocure/app>

This tender document has been published on the Central Public Procurement (CPP) Portal (URL: <https://eprocure.gov.in/eprocure/app>). The tenderers /bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the tenderers/bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

REGISTRATION:-

- 1) Tenderers/bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Click here to Enrol**” on the CPP Portal. Enrolment is free of Charge.

As part of the enrolment process, the tenderers/bidders will be required to choose a unique username and assign a password for their accounts.

Tenderers/bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

Upon enrolment, the tenderers/bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

Only one valid DSC should be registered by tenderers/bidders. Please note that the tenderers/bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

Bidder then logs in to the site through the secured log-in by entering their user ID & password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS:-

- (a) There are various search options built in the CPP Portal, to facilitate tenderers/bidders to search active tenders by several parameters. These parameters could include organization name, location, date, value, etc. There is also an option of ‘**Advanced Search**’ for tenders, wherein the tenderers/bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- (b) Once the tenderers/bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective “My Tenders” folder. This would enable the CPP Portal to intimate the tenderers/bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- (c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:-

- (a) Tenderer/bidder should take into account any corrigendum published on the tender document before submitting their bids. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and contents of each of the document that need to be submitted.
- (b) Bidder, in advance, should get 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 as mentioned. **Bid documents may be scanned with 100 dpi with black and white option.**

- (c) To avoid the time and efforts required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the tenderers/bidders. Tenderers/bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting the bid just by tagging and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS:-

- 1) Tenderer/bidder should log into the site well in advance for bid submission so that he/she uploads the Bid in time i.e. on or before the bid submission time as per the system. Bidder will be responsible for any delay due to other issues.
- 2) Tenderer/bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Tenderer/bidder has to select the payment option as “offline” to pay the EMD and enter details of DD/any other accepted instrument.
- 4) Tenderer/bidder should prepare the EMD instrument as per the instructions specified in the tender document. Scanned copy of DD/any other acceptable instrument as mentioned towards EMD should be uploaded while online submission of the tender and the original should be posted/couriered/given in person to the Tender Processing Section latest by the last date and time of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the Scanned copy and the data entered during bid submission time otherwise the Tender will be summarily rejected.
- 5) The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the tenderers/bidders. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 6) Tenderers/bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price bid has been given as a standard **Offer Sheet** in .xls format with the tender document, which is to be downloaded and to be filled by all the tenderers/bidders. Tenderers/bidders are required to download the **Offer Sheet** file, open it and complete the **green coloured (unprotected)** cells with their respective financial quotes and other details (such as name of the Tenderer/bidder). No other cells should be changed. Once the details have been completed, the tenderer/bidder should save it and submit it online, without changing the filename. If the **Rate Quote Sheet** file is found to be modified by the tenderer/bidder, the bid will be rejected. In e-Tendering, intending tenderer/bidder can quote their rate in figures only. The total amount is generated automatically. Therefore, the rate quoted by the tenderer/bidder in figures shall be taken as correct. The Comparative Statement is also generated automatically by the system. The Comparative Statement and rate quoted by each tenderer/bidder shall be downloaded. **The manual calculation check of tenders/bids and Comparative Statement, shall be final. In case, any discrepancy is noticed, the decision of appropriate authority of museum/centre shall be final and binding.**
- 7) The server time (which is displayed on the tender’s/bidder’s dashboard) will be considered as the standard time for referring the deadlines for submission of the bids by the tenderers/bidders, opening of bids etc. The tenderers/bidders should follow this time during bid submission. The tenderers/bidders are requested to submit the tenders/bids through online e-tendering system to the **Tender Inviting Authority (TIA)** well before the bid submission end date & time (as per Server System Clock).
- 8) All the documents being submitted by the tenderers/bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

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

ASSISTANCE TO TENDERERS/BIDDERS:-

- (a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the
Tender Inviting Authority (TIA),
Science City, J.B.S Haldane Avenue, Kolkata-700046,
Fax No.033-22859895,
Website: www.sciencecitykolkata.org,
Email: sctycal@cal.vsnl.net.in, sctyncsm1@gmail.com)
- (b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk Ph. **1800-3070-2232.**

NOTICE INVITING e-TENDER (e-NIT)

No. SCCY-13023/30(Ice-Cream)/2018

Dated 24.04.2018

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

General terms & Conditions:-

1. Online e-tenders are hereby invited from reputed and experienced agencies for providing the visitor's service by way of selling of ice-cream and frozen desserts by way of operating one built in kiosk & five push carts inside the ticketing zone in Science City, Kolkata on leave and license basis on payment of **Annual License Fee (payable in quarterly instalments (40% of the total license fee for the First Quarter and @ 20% each for the remaining three quarters) and GST component as applicable on the License Fee by the agency with a provision of increase of annual license fee for a maximum of 10% per year.**

The tenderer should fulfil the following eligibility criteria:-

- (i) Should be either registered as a Company under Companies Act 1956/2013 or as a Partnership (including Limited Liability Partnership) under Partnership Act, 1932 as the case may be and should be in existence as such entity for not less than five years as on 31.03.2018. Should be in possession of:
 - (a) Trade License
 - (b) Valid License issued by Food Safety & Standard Authority of India (FSSAI)
 - (c) PAN Card [in the name of firm/agency or proprietor]:
 - (d) Registration under the Shops & Establishment Act
 - (e) GST Registration.

The Registered Office or one of the Branch Offices of the tenderer should be located in and around Kolkata. The agency or any of its Partners/Directors etc should not have been black listed/ debarred by any of the government agencies or department or should not have been found guilty of commission of acts of moral turpitude or convicted for any economic or criminal offence or for violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations. Further no past contract of such agency should have been terminated in the past 3 years on account of violation of laws or deficiency of services or breach of contract **(To be submitted as per Annexure-II in bidder's/ tenderer's letterhead).**

- (ii) Minimum 05 (Five) years experience in executing similar kind of services in Central Government/ Central Autonomous Bodies/ State Govt/ Central Public Sector Undertakings, corporate bodies of repute. Tenderer shall attach list of such organizations with contract nos. where the Agency is currently providing/ has earlier provided this kind of service and copies of work order/completion certificate shall be submitted in support of their claim **(To be submitted as per Annexure-III in bidder's/tenderer's letterhead).**
- (iii) The Tenderer should meet any one of the criteria as under:
 - a. Currently providing / earlier provided successfully **TWO** contracts for operation of similar service in any Departments/ Autonomous Institutions /Public Sector Undertakings of the Government of India/other State Government or Public Sector Banks or Local Bodies/Municipalities, Corporate Sector during last three financial years.

And

- b. Annual Turnover of the firm/company should be minimum of ₹50.00 lakhs in last three consecutive financial years.

2. The place of work shall be Science City, J.B.S Haldane Avenue located at Kolkata-700046.
3. Important Information & Dates:

EMD Amount	₹25,000/-
Tenure and validity	Initially for a period of one year. The contract may be renewed on year-to-year basis based on the satisfactory performance for a maximum period of 3 years at the discretion of the Science City, Kolkata.
Bid Document Publishing Date & Time	24.04.2018 (17.00 Hrs.)
Bid Document Download Start Date & Time	25.04.2018 (9.00 Hrs.)
Bid Document Download End Date & Time	As per system generated.
Bid submission Start Date & Time	27.04.2018 (9.00 Hrs.)
Bid submission End Date & Time	15.05.2018 (14.00 Hrs.)
Bid Opening (Technical) Date & Time	16.05.2018 (16.00 Hrs.)

4. The intending tenderers/bidders must read the terms and conditions of the contract carefully. They should submit their bid only if they consider themselves eligible as per the laid down criteria and if they are in possession of all the documents/registrations required.
5. Information and Instructions for tenderers/bidders posted on website shall form a part of the bid document.
6. The bid document consisting of guidelines for the visitors' service by way of selling of ice-cream and frozen desserts by way of operating one built in kiosk & five push carts inside the ticketing zone in Science City, Kolkata on leave and license basis to be fulfilled and the set of Terms and Conditions of the contract to be complied with and other necessary documents can be seen and downloaded free of cost from <https://eprocure.gov.in/eprocure/app>.
7. Out of the online bid documents submitted by intending tenderers/bidders, the technical bids of only those tenderers/bidders shall be opened, who have deposited Earnest Money Deposit as specified above duly scanned, uploaded and found in order. The financial bids of only those tenderers/bidders shall be opened whose uploaded documents are found to be in order.
8. Those agencies not registered on the website mentioned above, are required to get themselves registered beforehand.
9. The intending tenderer/bidder must have valid Class II or Class III Certificates with signing key usage (DSC) to submit the bid.
10. The e-Tenders are invited under two envelopes system. The first electronic envelope will be named as Technical Bid Envelope & will contain documents of tenderer's/bidder's satisfying the eligibility conditions, scanned copies of EMD, NIT, and the second electronic envelope will be named as Financial Bid Envelope containing Rate Quote Sheet with detailed break up of rate. The bidder shall submit **TECHNICAL BID ENVELOPE** and **FINANCIAL BID ENVELOPE** simultaneously. The technical bids will be evaluated first and there after financial bids of only the technically eligible tenderers/bidders shall be opened. These envelopes shall contain one set of the following documents:-

- a) **TECHNICAL BID ENVELOPE shall contain the following documents:**
- i) Scanned copy of Demand Draft/Pay order or Banker's Cheque of any Nationalised/ Scheduled Bank towards **Earnest Money Deposit (EMD)** in pdf format in favour of **Science City** payable at **Kolkata**.
(Physical Demand Draft at Sl. (i) may be submitted to Science City and hard copy of complete Notice Inviting E-Tender endorsing signature and rubber seal of the agency on all the pages on or before 17.00 Hrs. of 14.05.2018)
 - ii) Scanned copy of Enlistment Order/Registration certificate with appropriate Authority/necessary license as required under the contract labour (Regulation & abolition) Act 1970 or any other act as applicable in pdf format.
 - iii) Scanned copies for the proof of eligibility as per Clause No.1 (i) Declaration (As per Annexure-I), specific **WORK EXPERIENCE CERTIFICATES/ CONTRACT EXECUTION CERTIFICATE** along with **Work Order/Letter of Intent** issued by Govt./ Semi-Govt./ Autonomous/ PSUs and/ Reputed Institution/Corporate Bodies with appropriate Authority)As per Annexure – III) the NIT in PDF format.
 - iv) Scanned copy of undertaking (As per Annexure - II) duly signed with agency seal in PDF format which also includes the undertaking that “The physical EMD shall be deposited by us with the office of Science City payable at Kolkata calling the bid before the bid opening otherwise the tender/bid shall be rejected.
 - v) Scanned copies of Trade License, FASSI License, PAN Card, GSTIN Certificate, Income Tax Returns for last three years and Trade License in PDF format.
 - vi) Scan copy of details of the bidder/agency duly filled in as per Annexure –IV of the E-NIT
- b) **FINANCIAL BID ENVELOPE shall contain:**
- (i) Rate Quote Sheet in .XLS format.
11. E-tenders which do not fulfil any of the above conditions or are incomplete in any respect are liable for **summary rejection**.
 12. The Science City does not bind itself to accept the highest e-tender/bid and has the right to reject or accept any or all the e-tenders/bids; received without assigning any reason whatsoever.
 13. Canvassing in connection with e-tenders/bids is strictly prohibited and the e-tenders/bids submitted by the tenderers/bidders that resort to canvassing will be liable to rejection on that ground alone.
 14. E-tenders incorporating **additional conditions** are liable to be **rejected**.
 15. The tenderer(s) **must declare** in writing that neither he nor any of their Directors/Partners are in anyway related to any officer in the National Council of Science Museums, Kolkata, or any of its constituent units as per the format given in **Annexure – I**.
 16. Apart from GST as specified above any other tax in respect of this contract shall be remitted as per the applicable rates that may be prescribed by the Government of India from time to time.
 17. Before submitting the e-tender, the tenderer shall assess the quantum of the selling of ice-cream and frozen desserts by way of operating one built in kiosk & five push carts inside the ticketing zone in Science City, Kolkata on leave and license basis and inspect the site, if necessary.
 18. For the purpose of opening of the e-tenders/bids as described in Clause 10 of the Notice Inviting e-tender, it is clarified that only on receiving the **EMD, physically in the Science City, Kolkata together with duly signed and stamped copy of the e-tender document** before the bid opening date, the **Technical Bid Envelope** will be opened. After the authority of Science City is satisfied that the documents in the Technical Bid Envelope are in order, the **FINANCIAL BID ENVELOPE** shall be opened, subsequently by the duly constituted committee of the Science City.
 19. It may be noted that the Technical Bid Envelope which are not found in order as per the requirement of Science City, Kolkata shall be summarily rejected.

20. Earnest Money is liable to be forfeited if the successful e-tenderer/bidder selected for the visitors service by way of selling of ice-cream and frozen desserts by way of operating one built in kiosk & five push carts inside the ticketing zone in Science City, Kolkata on leave and license basis fails to take up the work and sign the formal agreement within 07 days from the date of issue of Award of License to them by the Science City.
21. The successful tenderer will be awarded the contract for the visitors service by way of selling of ice-cream and frozen desserts by way of operating one built in kiosk & five push carts inside the ticketing zone in Science City, Kolkata on leave and license basis and given stipulated time which shall be counted from the date of issue of the Award of License. During this intervening period, the successful tenderer shall mobilize their men, materials and resources for commencing the required services.
22. The validity period of the e-tender shall be **03 (THREE)** months from the date of opening of e-tenders. This period may be extended suitably if the decision regarding issue of Letter of Intent is delayed for any reason.

Appendix to NIT

1. SUMMARY OF CONDITIONS OF CONTRACT

Tenure of the Contract	:	Initially for a period of one year. The contract may be renewed on year-to-year basis for a maximum period of 03 years, at the discretion of the authorities of Science City.
Earnest Money to be deposited with the e-tender	:	₹25,000/-
2. SECURITY DEPOSIT / RETENTION MONEY	:	Minimum $\frac{1}{10}$ of the Annual License Fee of the Contract subject to a maximum of Rs. 3.00 Lakh.

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

CONTRACT FOR THE VISITORS' SERVICE BY WAY OF SELLING OF ICE-CREAM AND
FROZEN DESSERTS BY WAY OF OPERATING ONE BUILT IN KIOSK & FIVE PUSH
CARTS INSIDE THE TICKETING ZONE IN SCIENCE CITY, KOLKATA ON LEAVE
AND LICENSE BASIS

TENDER No. SCCY-13023/30/Ice Cream/2018

01. Bidders shall have at least five years of working experience in operation of similar services.
02. The Bidders shall not be a close relative of any employee of the Council (close relative means - Father, Mother, Brother, Sister, Son, Daughter and Spouse) nor any such close relatives are associated with the Bidders as Proprietor/Partner/Share Holder/Director and like of the Bidders and furnish a Declaration to this effect in writing.
03. Successful Bidders shall be required to enter into an Agreement with the Centre, governing the terms and conditions of the license on non-judicial stamp paper as per the proforma enclosed.
04. Online Bid will be received up to **14.00 Hours on 15.05.2018** along with **Earnest Money Deposit (EMD) of ₹25,000/- (Rupees Twenty-five thousand only)** in the form of Demand Draft drawn on any nationalized bank in favour of the 'SCIENCE CITY' payable at 'KOLKATA'. The Bids will be opened at **16.00 Hours on 16.05.2018**. The Demand Draft for EMD shall be forwarded by the Bidder to the Director, Science City, Kolkata, so as to reach the same on or before up to **17.00 Hours on 14.05.2018**. The EMD of unsuccessful Bidders shall be refunded for which no interest will be payable. However, the EMD will be forfeited if the successful Bidder fails to deposit the License Fee within the stipulated time limit.
05. The term 'Licensor' wherever mentioned in the E-Notice Inviting Tender (e-NIT) shall mean the 'authorities of Science City, Kolkata'. The term 'Licensee' wherever mentioned in the NIT shall mean the individual / organization/ company selected for award of this License/Contract on leave and license basis.
06. The authority/Licensor reserves the right to enforce the MRP ice-cream etc.
07. The successful Bidder shall be responsible for the maintenance of the space along with the equipments, gadgets, fixtures and furniture, push carts etc. in perfect condition and the overall ambience of the visitors' service should be neat and clean and absolutely systematic.
08. The facilities already existing in the built in kiosks may be inspected before submission of Tender.
09. The successful Bidder shall submit the following documents and payments within **7 (Seven) days** from the date of placement of the Letter of Intent/Award :
 - i) Duplicate copy of the Letter of Award duly signed and stamped by the Bidder as a token of acceptance of the service Contract.
 - ii) A non-judicial stamp paper of appropriate value for executing Agreement of License governing the terms and conditions of the Contract, as per the proforma enclosed.
 - iii) Security Deposit as contained in Clause No.34 of the Terms and Conditions of e-NIT for due performance of the agreement and for providing visitor's service by way of selling of ice-cream and frozen desserts by way of operating one built in kiosk & five push carts inside the ticketing zone in Science City, Kolkata satisfactorily. Security Deposit shall be 10% of the Annual License Fee of the Contract or subject to a maximum of Rs. 4.00 Lakh and the same shall be paid in the form of a Bank Draft in favour of 'SCIENCE CITY' and payable at 'KOLKATA' Or through E-payment (NEFT/RTGS) to Savings Bank Account No. 8419101020050, IFSC Code CNRB0008419 on Canara Bank, Science City Branch, JBS Haldane Avenue, Kolkata – 70046).

- iv) The requisite license fee for the 1st quarter with GST is payable to Science City (40% of the Annual License Fee for the First Quarter) as per clause 33 of the e-NIT)
10. Before submitting the Bid, the Bidder must assess the mandatory commitment, quantum and nature of services involved in providing the visitor's service by way of selling of ice-cream and frozen desserts by way of operating one built in kiosk & five push carts inside the ticketing zone in Science City, Kolkata after physical inspection of the premises.
 11. The establishment of the Licensee shall be separate from the establishment of the Licensor for all purposes and in all respects and in no case any kind of liability of the Licensee will be borne or shared by the Licensor. The Licensee shall be responsible for indemnifying the Licensor for any such past, present or future liabilities.
 12. ***The Agency shall submit list of items with range, rate and quantity of products of Ice-cream/ Frozen dessert etc. to be made available to the visitors of Science City comprising its rates/MRP along with the e-tender. In case of any revision of rates of Ice cream/ frozen dessert by the manufacturer, before implementation of the revised rates, the agency shall submit manufacturer's rate charts for approval of Science City and only after receiving approval it will be displayed prominently in the Push Carts/kiosks .***
 13. The Agency must have a local office with a regular telephone both in the office as well as in the residence(s) of partner/Directors/Proprietor.
 14. The Agency shall furnish copies of statutory licenses and permit required for visitor's service by way of selling of ice-cream and frozen desserts by way of operating one built in kiosk & five push carts inside the ticketing zone in Science City, Kolkata and GST registration along with their offers. .
 15. All credential of the Agency including financial standing, registration with Govt. having support or connection with Govt. Depts. /Organisation, Semi-Govt. Non-Govt. Autonomous body, public body, local Govt. Civil body and public institutions/ organizations etc. together with records of past performance with such institutions, departments, organizations etc, are to be produced for verifications whenever demanded by the Science City.

Responsibilities of the Agency

16. In respect of all persons engaged for rendering the services directly or indirectly by the Licensee or under the License, the Licensee shall be considered as their Employer and the Licensee shall also be considered as Principal Employer as per Contract Labour Regulation The Licensee shall comply with the provisions of various Acts and Statutory requirements such as Contract Labour Act, Minimum Wages Act, Child Labour (Protection) Act, Factories Act, Shops & Establishment Act etc. and any other enactment made in this regard from time to time.
17. During the period of the contract the Agency shall provide proper and adequate visitors service and perform to the entire satisfaction of the Science City. The Agency shall constantly keep in touch with the Science City for effective performance of the contract and abide by all instructions and directives issued by the Science City in this regard.
18. The Agency shall ensure compliance of all Acts, Rules and Statutory Orders in force with regards to engagement of their staff in the premises of the Science City for the purpose of this contract and shall keep the Science City indemnified against any liabilities arising out of non-compliance of any of the Acts orders on their part.
19. The Agency must issue proper Identity cards to their employees engaged at any time for the purpose of the contract in order to facilitate verification of their identity by the Science City.
20. The Agency shall be liable to comply with the directions of the Science City, to remove within 24 hours of receipt of such direction any member of their staff engaged for the purpose of this contract and shall make immediate necessary alternative arrangements to ensure proper and adequate services.
21. All employees of the Agency engaged for rendering these services in the Science City, must remain in proper uniforms. The Agency shall supply at their cost, uniforms and other items required for carrying out the services.
22. The Agency shall keep open their facilities and ensure best possible services to the visitors during the period Science City remains open for visitors, which may be 8 to 12 hours a day throughout the year. The Science City shall normally remain open for 364 days (except Holi/Dol) from 9.00 am. To 8.00 p.m. throughout the year

23. Possession of the site can be taken within seven days from the date of award of the license and renovation, etc, if any, may be carried out by the Agency at their cost with prior approval of Science City.
24. The Offer(s) shall be submitted in fulfillment of all the clauses as indicated in this e-NIT. The Successful Agency has to execute an Agreement with Science City Authorities within 7 days after issue the Letter of Intent.
25. **For the satisfaction of the optimum number of visitors it is obligatory that the services and supply of Ice-cream /Frozen dessert shall be made available to them at reasonable rates approved by the Science City in the range of Rs.15/- to Rs.100/- and shall prominently displayed in all the kiosks /push carts the price list of all items based on printed MRP wherever applicable**
26. The Agency will be responsible for proper maintenance and upkeep of the licensed area to the satisfaction of the Science City Authority.
27. The Agency shall take care of his/their properties during the period Science City remains open for visitors and shall securely lock all his/their properties inside the stall/kiosk etc. beyond the said period. Though the existing security personnel of Science City shall remain vigil round the clock in the campus yet the agency has to make proper arrangement for protecting their items from theft/pilferage etc.
28. The Agency shall ensure that the employees of the agency deployed/engaged by them are physically fit and are free from any disease, injury or illness, contagious or otherwise.
29. The Agency is not permitted to assign or any way transfer the rights under the license to any other person or Agency.
30. The Agency on completion of the specified term of license/contract or on termination of the license/contact shall peacefully vacate the premises of the Science City and remove all their persons and materials from the campus within three days.
31. The Agency shall be responsible for observance and compliance of different industrial laws as in force and they shall ensure that no demonstration/agitation of any kind takes place inside or near the campus of Science City by persons engaged by Agency.
32. The electricity within the kiosk/temporary stalls will be provided by the Science City and an electrical sub-meter shall be provided in the kiosks/stalls to measure the consumption of electrical energy. The Agency shall have to pay the charges for the actual consumption of electricity on submission of demand note from Science City and replace consumable fittings/lamps etc. at their cost.

Payment

33. The Agency shall quote a lump sum amount to be paid per annum as license fee and GST for rendering the services as envisaged in the foregoing paras. The requisite license fee with GST is payable to Science City in four installments (40% of the total license fee for the First Quarter and @ 20% each for the remaining three quarters). The first installment of 40% of the quoted amount plus GST as applicable shall fall due within 7 days from the date of issue of award of license and the remaining installments @ 20% of the quoted amount plus GST shall be deposited with Science City prior to expiry of first, second and third quarter respectively. In case of default in payment of license fee the agency is liable to pay to the Science City a penal interest @18% compounded monthly from the date of default to date of actual payment.
34. The successful Agency shall keep with the Science City during the currency of the contract, a security deposit for an amount equal to 10% of license Fee of the contract subject to maximum of ₹. 3,00,000/- to be paid before commencing the visitors' service. The amount shall be treated as security against damage done to the property of Science City and/or against failure of the successful tenderer to provide the required service and/or for any breach of agreement. For any violation of the agreement, the security deposit may be wholly or partially forfeited by the Science City Authorities. The security deposit shall carry no interest.
35. In case Science City decides to upgrade the existing infrastructure for rendering visitor's service by way of selling of ice-cream and frozen desserts by way of operating one built in kiosk & five push carts inside the ticketing zone in Science City, Kolkata, the facility may be shifted to an alternate location within the Science City campus. The agency under such situation shall render the service from the new location. However, if the agency disagrees in writing to provide services from the new location, the contract shall be foreclosed by Science

City. No compensation shall be payable by Science City to the Agency under such circumstances, and the license fee payable by the Agency shall be determine on pro-rata basis.

36. For reason other than mentioned in the clause above, the License can be terminated by either party by providing clear three months' notice in writing.

Tenure and Validity

37. The tenure of the contract/license will be *initially for one year from the date of commencement of service which will be renewed on year-to-year basis on the satisfactory performance & services of the licensee and increase of Annual License Fee for a minimum 10% per year up to a maximum period of 3 years (including the first year).*
38. The License can be terminated by the Science City at any time without notice in the event of gross security risk or gross damage to Science City's property due to Licensee's faults or persistent failures of the Licensee in providing satisfactory services to the visitors of Science City or on violation of the contract term(s) and the decision of Science City in this regard shall be final and binding on the Agency.
39. For reasons other than mentioned in the clause above, the License can be terminated by either party by providing clear three months notice in writing.

Arbitration

40. All disputes shall be settled through mutual negotiations between the Science City and agency. Only those unresolved disputes, which could not be mutually settled, shall be referred to the Sole Arbitration to be appointed by the Director General of NCSM on receipt of an official request with details of disputes, from either the Science City, or the agency. The award of the Arbitrator so appointed shall be final, conclusive and binding on all parties to the contract. The submission shall be deemed to be submission to Arbitration under the Arbitration and Conciliation Act, 1996 or any statutory modification or re enactment thereof and of the rules made their under for the time being in force.

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

CONTRACT FOR THE VISITOR'S SERVICE BY WAY OF SELLING OF ICE-CREAM AND FROZEN DESSERTS BY WAY OF OPERATING ONE BUILT IN KIOSK & FIVE PUSH CARTS INSIDE THE TICKETING ZONE IN SCIENCE CITY, KOLKATA

E-TENDER No. SCCY-13023/30/Ice-Creams/2018

INFORMATION SHEET FOR MAKING THE OFFER

1. No. of operating days in a year : **364 days (Except Holi/Dol)**

2. No. of visitors to the Centre during last five years :

<u>Year</u>	<u>Total Visitors</u>	<u>Working Days</u>
2013-2014	1473036	364
2014-2015	1439133	364
2015-2016	1491730	365
2016-2017	1635301	364
2017-2018	1555701	364

3. Last 5 years average visitors' statistics : **15,18,980**

5. Current Annual License Fee being paid is: **₹ 24,12,640.00 plus applicable GST (@18% at present)**

SCIENCE CITY

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

INFORMATION FOR THE VISITOR'S SERVICE BY WAY OF SELLING OF ICE-CREAM AND FROZEN DESSERTS BY WAY OF OPERATING ONE BUILT IN KIOSK & FIVE PUSH CARTS INSIDE THE TICKETING ZONE IN SCIENCE CITY, KOLKATA

E-TENDER No. SCCY-13023/30/Ice-Cream/2018

PROFORMA FOR AGREEMENT / DEED OF LICENSE

This Articles of Agreement made at Kolkata this Day of between Science City, J.B.S Haldane Avenue, Kolkata-700046 a constituent unit of National Council of Science Museums (NCSM), a registered Society under the Societies' Registration Act of West Bengal, 1961, having its registered office at Sector-V, Block-GN, Bidhan Nagar, Kolkata-700091 (hereinafter, referred to as the "LICENSOR" which expression unless repugnant to the context shall mean and include its successors, executors, administrators and assigns ON THE ONE PART.

And

..... (name and address of the agency) hereinafter referred to as "LICENSEE", which expression shall, unless it be repugnant to the context, shall mean and include heirs, executors, administrators and assigns) **ON THE OTHER PART.**

WHEREAS the Licensor being desirous of awarding the license for the visitor's service by way of selling of ice-cream and frozen desserts by way of operating one built in kiosk & five push carts inside the ticketing zone in Science City, Kolkata and also branding through signage in Science City Kolkata by way of visitor's service by way of selling of ice-cream and frozen desserts by way of operating one built in kiosk & five push carts inside the ticketing zone in Science City, Kolkata on leave and license basis, issued a press advertisement inviting e-NIT from reputed and well established companies and/or their authorized distributors, dealers, caterers, hoteliers and similar agencies.

AND WHEREAS in response to the said e-NIT dated for providing visitor's service by way of selling of ice-cream and frozen desserts by way of operating one built in kiosk & five push carts inside the ticketing zone in Science City, Kolkata on leave and license basis and the licensor, issued the award of contract No SCCY-13023/30/Ice-Cream/2018/..... dated and Tender ID..... for providing the said visitor's service on leave and license basis w.e.f. **01.08.2018** and e-NIT both of which shall form the integral part of the agreement) for a maximum period of three years however, initially it will be for a period of one year from the date of commencement of service, which will be renewed on year-to-year basis on satisfactory performance and service of the licensee **and increase of Annual License Fee for a minimum 10% per year.** Such renewals shall be for a maximum period of two additional years beyond the initial one year of contract.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The location for the purpose of this license/contract shall be one built in kiosk near the food plaza & five push carts to be placed at different locations in the premises of Science City for providing services to the visitors by way of selling of ice-cream and frozen desert to the visitors of Science City, Kolkata.
The pushcarts shall be arranged at Licensor own cost. Design of the pushcarts shall be got approved from the authority of Science City.

2. The said license shall commence its operation from 01.08.2018. The tenure of the license/contract will be initially for one year with a provision for renewal of licence /contract on year to year renewal basis for further two years depending upon satisfactory performance and services. The renewal of contract shall be entirely at the discretion of Licensor. The tenure of this contract cannot, however, be extended/renewed under any circumstances beyond three years with effect from the date of initiating the license/contract.
3. As per clause 34 of the e-NIT the Licensee is required to deposit an amount ₹...../- (Rupees only) equal to 10% of the annual license fee towards Security Deposit before commencing the visitors' service. The amount shall be kept with Science City during the tenure of the contract against protection for damage done to the property of Science City and/or against failure of the Licensee to provide the required service and/or for any breach of agreement. For any violation of the agreement, the security deposit may be wholly or partially forfeited by the Science City Authorities. The security deposit shall carry no interest.
4. The licensee is further required to pay an amount of ₹/- (Rupeesonly) as per clause 9 of the e-NIT, being the 40% of the annual License Fee for the first quarter and GST of ₹/- (Rupeesonly) @ 18% within 7 days from issue of this award of license and the remaining license fee @ 20% of the total license fee of ₹...../- (Rupees only) each and GST of ₹.-/- (Rupeesonly) for the subsequent three quarters shall be deposited with Science City prior to expiry of 1st, 2nd and 3rd quarter respectively starting from 31.10.2018. In case of default in payment of license fee in time the licensee is liable to pay to Science City a penal interest @18% compounded monthly from the date of default to date of actual payment.
5. Licensor shall reserve the right to terminate the contract if the license fee remains unpaid for a period exceeding one month, on serving 30 days notice in writing to this effect.
6. The licensee shall keep open their facilities and ensure best possible services to the visitors during the period Science City remains open for visitors, which may be 8 to 12 hours a day throughout the year. The Science City shall normally remain open for 364 days (except Dol/Holi) in a year from 9.00 a.m. to 8.00 p.m.
7. Except in the space earmarked for the built in kiosk & five push carts and location of signage the licensee shall neither put up any signboard, banner, poster or any kind of publicity materials nor shall distribute any handbill or such publicity materials within Science City.
8. If there is any complaint on the hygiene aspect or quality of product sold etc. which will appear justified by the Licensor, the contract/license is liable to be terminated after a hearing by Licensor.
9. For the satisfaction of the optimum number of visitors it is obligatory that branded ice-creams and frozen desert shall be made available to them at the MRP printed on each items/products. The approved MRP for all items shall be displayed prominently in front of all built in kiosk and push carts. In case of any revision of rates, Licensee will submit manufacturer's rate chart for approval of Science City and only after its approval it will be implemented.
10. The licensee shall ensure that all wages and allied benefits are paid to their employees deployed for the purpose of the contract. The licensee shall remain liable to the authorities concerned for compliance of the respective existing rules and regulations of the Govt. The licensee shall keep licensor indemnified against any liabilities.

11. During the period of the contract the licensee shall provide proper and adequate service to the visitors to the entire satisfaction of the licensor. The licensee shall constantly keep in touch with the licensee for effective performance of the contract and abide by the instructions and directives issued by the licensor from time to time in this regard.
12. The licensee shall ensure compliance of all Acts, Rules and Statutory Orders in force with regard to engagement of their staff in the premises of the Science City for the purpose of this contract and shall keep the Licensor indemnified against any liabilities arising out of non-compliance of any of the Acts, orders on their part.
13. The licensee shall be responsible for observance and compliance of different industrial laws as in force and they shall ensure that no demonstration/ agitation of any kind takes place inside or near the campus of Science City by persons engaged by licensee
14. The licensee will be responsible for proper maintenance and upkeep of the licensed area to the satisfaction of the Science City authority.
15. The licensee shall take care of his/their properties during the period Science City remains open for visitors and shall securely lock all his/their properties inside the built in kiosk etc. Beyond the said period, though the existing security personnel of Science City shall remain vigilant round the clock in the campus yet the licensee has to make proper arrangement for protecting their items from theft/pilferage etc.
16. The licensee shall ensure that the employees of the licensee deployed and engaged by them are physically fit and are free from any disease, injury or illness, contagious or otherwise.
17. The licensee shall issue proper Identity Cards to their employees engaged at any time for the purpose of the contract in order to facilitate verification of their identity by the Licensor.
18. The licensee is not permitted to assign or any way transfer the rights under the license to any other person.
19. The licensee on completion of the specified term of license/contract or on termination of the license/contract shall peacefully vacate the premises of the licensor and remove all their persons and materials from the campus within three days.
20. The licensee shall be responsible for observance and compliance of different industrial laws as in force and they shall ensure that no demonstration/ agitation of any kind takes place inside or near the campus of Science City by persons engaged by licensee.
21. For illumination of built in kiosk and adjacent area, electricity will be provided for which the licensee have to pay charges based on actual consumption on submission of Licensor's demand note. Failure on payment of electricity charges within first 7 days of the month will result in imposition of interest @ 1% of the bill value per week.
22. The space and place provided can be used only for Marketing and serving of ice-cream and frozen deserts of branded names to the visitors by way of operating through one built in kiosk & five push carts to the visitors in Science City. All the required furniture, equipment and consumable etc. shall be arranged by the licensee at their own cost.
23. The licensee shall fully ensure that all dispute arising between the licensee and their employees/personnel are properly dealt with by the licensee in their own registered premises.
24. The personnel deployed by the licensee within the campus of Science City shall always wear clean uniforms, embossing the name of the Licensee and shall deal with the visitors and Science City officials with polite and courteous behaviour and shall maintain absolute integrity, failing which the erring staff of the licensee shall be withdrawn from the Science City Campus forthwith on receiving a written complaint from the licensor.

25. The license can be terminated by Science City at any time without notice in the event of gross security risk or gross damage to Science City's property/ reputation due to Licensee's fault or persistent failures in providing satisfactory services to the visitors of Science City.
26. For reasons other than mentioned in the clause above, the license can be terminated by either party by providing clear three months notice in writing.
27. All disputes shall be settled through mutual negotiations between Licensor and Licensee. Only those unresolved disputes which could not be mutually settled shall be referred to the sole arbitration of a person to be appointed by the Director General, of National Council of Science Museums on receipt of an official request with details of the dispute, from either the Licensor or the Licensee. The award of arbitrator so appointed shall be final, conclusive and binding on all parties to the contract. The submission shall be deemed to be submission to arbitration under the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and of the rules made there under for the time being in force and with legal jurisdiction at Kolkata.

In witness whereof the parties hereto have set their respective hands the day and the year and the place hereinabove written:

Signed by for and on behalf of the Science City:-

In presence of 1) _____

2) _____

Signed by for and on behalf of the said by M/s.....

In presence of 1) _____

2) _____

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

DECLARATION -1

This is to certify that neither we/any of us/ are/is in anyway related to any employee in the National Council of Science Museums, Kolkata, or any of its constituent units.

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

Place:

DECLARATION -2

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

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

Place:

UNDERTAKING

This is to certify that we have carefully gone through the terms and conditions given in the e-tender document & have clearly understood the terms & conditions of the tender and have accordingly quoted our Annual License after going through all the details of E-NIT.

We hereby give an undertaking that we shall undertake the visitors' service by way of "selling of ice-cream and frozen desserts by way of operating one built in kiosk & five push carts inside the ticketing zone in Science City, Kolkata -700046 during the period of contract.

We also undertake that the physical **EMD** instrument shall be deposited by us with the office of **Science City, payable at Kolkata** before the bid opening date. Otherwise the **Science City** shall reject the bid and debar us from further tendering in NCSM or its constituent units.

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

Place:

Annexure - II

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

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

Date:

(Signature of the tenderer
With agency seal /rubber stamp)

Place:

Annexure – III

Certified that the agency has undertaken the services of similar services of selling of Ice cream and frozen dessert at the following Govt. department/autonomous institutions/public sector undertaking of the Govt. of India/other State Govt. or Public sector Bank or local bodies/Municipalities and Corporate Sector during last five years:

Sl.No.	Name of the Office	Details of Service	Duration of contract	Contract Value
a)				
b)				
c)				
d)				
e)				

Date:

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

Place:

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

INFORMATION FOR THE VISITOR'S SERVICE BY WAY OF SELLING OF ICE-CREAM
AND FROZEN DESSERTS BY WAY OF OPERATING ONE BUILT IN KIOSK & FIVE
PUSH CARTS INSIDE THE TICKETING ZONE IN SCIENCE CITY, KOLKATA

E-TENDER No. SCCY-13023/30/Ice Cream/2018

DETAILS OF INFORMATION OF THE AGENCY/ BIDDER

(All information should be given in the following format with complete details)

1.	Name of the Agency :	
2.	Permanent Postal Address (Full) :	
3.	Telephone/Fax/E-mail Office : Residence.: Mobile : Fax : E-mail : Website:	: : : : : :
4.	State whether Proprietorship/ Partnership /Company	:
5.	Name and Address of Owner(s)/ Partner(s)/Director(s)	:
6.	Name of the items & Manufacturer dealt with (Dealership/ Distributorship certificate should be attached)	:
7.	State whether Registered under various Statutory Acts <i>(If yes, furnish all the registration numbers and also enclose photocopies of valid registered certificates)</i>	:
	a) Shops & Establishment Act No	:
	b) GST Registration No.	:
	c) Trade License No. with validity	:
	d) Permanent Account No.(PAN)	:
	e) Food Safety & Standard Authority of India (FSSAI) License No. with validity	:

8.	No. of Employees in the Office	:				
9.	No. of Employees employed at various places	:				
10.	a) Details of turnover in last three years (enclose copies of Balance-Sheets for last 3 years) b) Bank Solvency Certificate [enclose copy of Certificate]	2014-15 : 2015-16 : 2016-17 : :				
11.	Enclose copies of Income-Tax Returns filed for the last 3 years	2014-15 : 2015-16 : 2016-17 :				
12.	Furnish details of experience in providing services during <u>last five years</u> including the existing Contracts. Use separate sheet for the information (<i>Also enclose photocopies of work orders and experience certificates etc.</i>) :					
Sl. No.	Name & Address of the Organization where service is provided	Duration of the Contract		No. of Employees employed	No. of persons/visitors to whom service is provided (per month)	Any other information
		From	To			
a)						
b)						
c)						
d)						
e)						
13.	Indicate if any Court Case/Arbitration pending against the Agency. If so, details thereof may please be mentioned					

Certified that the information furnished above are true to the best of my/our knowledge. It is hereby declared that I/we will abide by the decision of Science City, Kolkata for evaluation of technical bids of e-Tender.

Date :
Place:

**SIGNATURE OF THE AGENCY
WITH SEAL**

N.B.: Copies of all credentials (mentioned above in DETAILS OF INFORMATION OF THE AGENCY/ BIDDER) must be uploaded in "Cover-I" (Technical Bid), failing which, the Bid is liable to be rejected.

Tender Inviting Authority: Director, Science City, Kolkata

Name of Work: Selling of Ice-ream and frozen desert through built in kiosk and five push carts inside the ticketing zone in Science City, Kolkata

Contract No: SCCY-13023/30/Ice-cream/ 2018

Name of the Bidder/ Bidding Firm / Company :							
PRICE SCHEDULE							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Estimated Rate in Rs. P	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST @ 18% at present (CGST @ 9% + SGST @ 9%)in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	6	13	15	53	54	55
1	Visitors' service by way of Selling of Ice-cream and frozen desert through built in kiosk and five push carts inside the ticketing zone in Science City, Kolkata on leave and license basis.						
1.01	Annual License Fee payable to Science City on quarterly installment (@ 40% of annual license fee for the 1st quarter and @ 20% each for the remaining quarters) with a provision of increase of annual license fee of maximum of 10% per year.	2,846,915.00		18.00	0.00	0.00	INR Zero Only
Total in Figures					0.00	0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only					