

E-TENDER DOCUMENT

VISITORS' SERVICE BY WAY OF BRANDING AND SELLING OF ICE-CREAM AND FROZEN DESSERTS INSIDE THE TICKETING ZONE IN SCIENCE CITY, KOLKATA ON LEASE 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/2022

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: sciencectiy.kol@gmal.com / coa.sccity@gmail.com / sctynscsm1@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.**

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

NOTICE INVITING e-TENDER (e-NIT)

No. SCCY-13023/30/Ice Cream/2022

Date: 22.06.2022

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 agencies having proven experience and expertise in providing food and beverage service to large number of visitors/public for awarding the contract for visitors' service by way of **"Branding and Selling of branded Ice-Cream and Frozen Desert @ MRP printed on the products through one built-in kiosk, one temporary stall and five push carts (Detailed in Appendix 'A' attached herewith)** inside the ticketing zone in Science City, J.B.S Haldane Avenue, Kolkata-700046", on leave and license basis on payment of Annual License Fee. The Annual License Fee shall be payable in two installments (50% of the Annual License fee on or before the date of commencement of the visitor's service and the remaining 50% of the Annual License Fee within 90 days from the date of commencement of the visitor's service) and GST component as applicable by the agency.
2. **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 or registered Proprietorship Firm as the case may be and should be in existence as such entity for **not less than three years as on 31.05.2022**. Should be in possession of:
 - (a) Valid 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) Valid GST Registration.
 - (e) Registration under the Shops & Establishment Act

The Registered Office or one of the Branch Offices of the tenderer should be located in and around within 100 km of the place where the museum /centre is located. In case the Agency do not have such facilities, they should sign a declaration as per **Annexure – I** on the agency's letter head to the effect that "In case we get the contract after being technically the highest tenderer, we will open an office or hire a space to run our office within 20 km within one month of such award of contract, having regular telephone/mobile and other means of communication like fax/email etc., where the museum/centre is located, Failure to do so on our part, our EMD will be forfeited and the contract will be terminated forthwith". 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 offence or for violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations including PF/ESI authorities. Further no past contract of such 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 03 (Three) years experience** in executing similar kind of services in Central Government/ Central Autonomous Bodies/ State Govt/ Central Public Sector Undertakings/ Large 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).**

OR

Bidders should be manufacturer/authorised distributor of branded Ice Cream/Frozen Dessert with 03 (three) years experience in business of selling Ice Cream etc. Bidders should submit valid credentials in support of manufacturer/ authorised distributorship from the branded manufacturers of the products.

- (iii) Annual Turnover of the firm/company should be minimum of **Rs. 40.00 lakhs** in any of the three financial years out of last four financial years.

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

EMD Amount	Rs. 50,000/-
Tenure and validity of the Contract	Initially for a period of one year. The contract may be renewed on year-to-year basis on the satisfactory performance & services of the licensee and increase of Annual License Fee by 10% per year up to a maximum period of 3 years (including the first year) at the discretion of the Science City, Kolkata.
Bid Document Publishing Date & Time	22.06.2022 at 05.00 PM
Bid Document Download Start Date & Time	23.06.2022 at 10.00 AM
Bid submission Start Date & Time	23.06.2022 at 11.00 AM
Bid Document Download End Date & Time	As per system generated.
Bid submission End Date & Time	04.07.2022 at 01.00 PM
Bid Opening (Technical) Date & Time	05.07.2022 at 02.00 PM

5. 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.
6. Information and Instructions for tenderers/bidders posted on website shall form a part of the bid document.
7. The bid document consisting of guidelines for visitors' service by way of "Branding an Selling of branded Ice-Cream and frozen desert @ MRP printed on the products through one built in kiosk, one temporary stall and five push carts, (Detailed in Appendix 'A' attached herewith) inside the ticketing zone in Science City, J.B.S Haldane Avenue, Kolkata-700046" 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>.
8. 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.

9. Those agencies not registered on the website mentioned above, are required to get themselves registered beforehand.
10. The intending tenderer/bidder must have valid Class II or Class III Certificates with signing key usage (DSC) to submit the bid.
11. 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, Calcutta** 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 hours on 04.07.2022)**

OR

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

- 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.2, undertaking (**as per Annexure – I and II**) and specific WORK EXPERIENCE CERTIFICATES/ CONTRACT EXECUTION CERTIFICATE along with **Work Order/Letter of Intent** issued by Govt./ Semi-Govt./ Autonomous/ PSUs and/ or Reputed Institution/Corporate bodies with appropriate Authority (**as per Annexure – III**) of the NIT in PDF format.
- iv) Scanned copies of Trade License, FSSAI License, PAN Card, GSTIN Certificate in PDF format.
- v) Scanned copy of Income Tax Returns and audited annual accounts and balance sheet for last three years in PDF format.
- vi) Scanned copy of the filled in form of details of information of the agency/ bidder (**As per Annexure – IV**)
- vii) Details of beverages with rate proposed to be dispensed under the contract in bidder's letter head with rubber seal (**as per Annexure – VI**)

b) FINANCIAL BID ENVELOPE shall contain:

- (i) Rate Quote Sheet in .XLS format.
12. E-tenders which do not fulfil any of the above conditions or are incomplete in any respect are liable for **summary rejection**.
13. 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.

14. 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.
15. E-tenders incorporating **additional conditions** are liable to be **rejected**.
16. 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**.
17. 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.
18. Before submitting the e-tender, the tenderer shall assess the quantum of the visitors' service by way of Branding and Selling of branded Ice-Cream and frozen desert @ MRP printed on the on the products through one built in kiosk, one temporary stall and five push carts, inside the ticketing zone in Science City, J.B.S Haldane Avenue, Kolkata-700046, and inspect the site, if necessary.
19. For the purpose of opening of the e-tenders/bids as described in Clause 11 of the Notice Inviting e-tender, it is clarified that only on receiving the **EMD, physically in the Science City, Kolkata or Bid Security Declaration 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.
20. 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.
21. **Earnest Money Deposit is liable to be forfeited (also applicable for the bidders submitting Annexure-V) and/or the agency will be debarred for 2 (two) years from the date of issue of LOI for participating in any tender of National Council of Science Museums and its satellite units**, if the successful e-tenderer/bidder selected for the visitors' service by way of Branding and Selling of branded Ice-Cream and frozen desert @ MRP printed on the on the products through one built in kiosk, one temporary stall and five push carts, inside the ticketing zone in Science City, J.B.S Haldane Avenue, Kolkata-700046, 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.
22. The successful tenderer will be awarded the visitors' service by way of "Branding and Selling of branded Ice-Cream and frozen desert @ MRP printed on the on the products through one built in kiosk, one temporary stall and five push carts, inside the ticketing zone in Science City, J.B.S Haldane Avenue, Kolkata-700046" 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.
23. 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.

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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 on the satisfactory performance & services of the licensee and **increase of Annual License Fee by 10% per year up to a maximum period of 3 years** (including the first year) at the discretion of the Science City, Kolkata.

Earnest Money to be deposited with the e-tender : **Rs. 50,000/-**

2. SECURITY DEPOSIT / RETENTION MONEY : 3% of the Annual License Fee

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**TERMS AND CONDITIONS OF THE E-NIT FOR THE VISITORS' SERVICE BY WAY OF
BRANDING AND SELLING OF BRANDED ICE-CREAM AND FROZEN DESERT @ MRP
PRINTED ON THE PRODUCTS THROUGH ONE BUILT IN KIOSK, ONE TEMPORARY
STALL AND FIVE PUSH CARTS INSIDE THE TICKETING ZONE IN SCIENCE CITY,
J.B.S HALDANE AVENUE, KOLKATA-700046"**

TENDER No. SCCY-13023/30/ICE-Cream/2022

01. Bidders shall have **at least three 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 **13.00 Hours on 04.07.2022**. The Demand Draft in original towards EMD or Bid Security Declaration and hard copy of the tender document duly signed with rubber stamp of the bidder shall be forwarded to the Director, Science City, Kolkata, on or before **17:00 Hours on 04.07.2022**. The Bids will be opened at 14:00 Hours on **05.07.2022**. The EMD of unsuccessful Bidders shall be refunded for which no interest will be payable. However, the EMD of the successful bidder (also applicable to the bidder submitting Annexure-V) will be forfeited and/or the bidder will be debarred for 2 (two) years from the date of issue of LOI for participating in any tender of National Council of Science Museums and its satellite units if the successful Bidder fails to deposit the License Fee within the stipulated time limit.
05. The bidders registered under Department of Micro, Small and Medium Enterprises (MSME) and eligible for exemption from submitting Earnest Money Deposit for similar services shall be required to submit Bid Security declaration as per **Annexure - V** of the e-NIT.
06. 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.
- 07. The authority/Licensor reserves the right to enforce the MRP prices of all Ice Cream and Frozen Desserts.**
08. The successful Bidder shall be responsible for the maintenance of the space along with the equipments, gadgets, fixtures and furniture in perfect condition and the overall ambience of the visitors' service should be neat and clean and absolutely systematic.
09. The facilities as per Appendix-A already existing in the built in kiosks may be inspected before submission of Tender.
10. The successful Bidder shall submit the following documents and payments within **3 (three) 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.51 of the Terms and Conditions of e-NIT for due performance of the agreement and for providing services in Ice Cream Stalls satisfactorily. Security Deposit shall be 3% of the Annual License Fee of the Contract and the same shall be paid in the form of a Bank Draft in favour of '**SCIENCE CITY, Calcutta**' 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) **50% of the Annual License Fee** with GST (@18% at present)
11. The successful bidder who will be awarded the license for the visitors' service by way of "Branding and Selling of branded Ice Cream and Frozen Desert Drinking Water @ MRP printed on the products inside the ticketing zone in Science City, J.B.S Haldane Avenue, Kolkata - 700046", shall obtain necessary dealership/ distributorship / retailership from a reputed Ice Cream company for the purpose of providing the services under the contract, if not in the possession of same.
 12. The licensee shall serve good quality Ice Cream/Frozen Desert at the rates approved by Science City to the intending visitors of Science City and to member of staff at subsidized rate. All Ice Cream/Frozen Desert must be made of best quality raw materials, which are to be procured by the Licensee at their own cost. The Licensee shall also deploy trained personnel for operation of the stall.
 13. 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.
 14. ***The Agency shall submit list of items with range, rate and quantity of products of Ice cream and frozen desserts to be made available to the visitors of Science City comprising its rates/MRP along with the e-tender. The rates proposed by agency shall be implemented only after the approval of competent authority of Science City, Kolkata. In case of any revision of rates of Ice cream and frozen desserts 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 stalls kiosks.***
 15. The licensee shall not store or allow to be stored any inflammable or obnoxious article in the stall excepting those as may be required for the use of the licensee which is covered by any lawful license.
 16. The quantum of annual license fee plus applicable GST against the license to be granted on leave and license basis should be clearly indicated and offered by the Licensee for rendering services of selling of Ice Cream and Frozen Desert to the visitors and staff members of Science City.
 17. 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.
 18. The Agency shall furnish copies of statutory licenses and permit required for selling of Ice Cream and Frozen Desert and GST registration along with their offers.
 19. All credential of the Agency including financial standing, registration with Govt. having support or connection with Govt. Depts. /Organization, 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.
 20. In case Science City decides to upgrade the existing infrastructure of the designated stall for selling of Ice Cream and Frozen Desert, the facility may be shifted to an alternate location within the Science City campus. The Licensee under such situation shall render the service from the new location. However, if the Licensee 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 Licensee under such circumstances, and the license fee payable by the Licensee shall be determined on pro-rata basis.
21. Quality and hygiene being the essence of the service, the Licensee shall only sell Ice Cream and Frozen Desert made of best quality raw materials and ingredients which are to be procured and supplied by the Licensee at their own cost. The Licensee shall at all times maintain complete hygiene and cleanliness in the service areas and shall be liable for penal action including forfeiture of Security Deposit of Licensee due to non-compliance of the above stipulations and in the event of Ice Cream/Frozen Desert items served by them are found stale and sub-standard on testing by the authorities of Science City.
 22. If there is any complaint on the hygiene aspect or quality of products sold etc. which will appear justified by the Licensor, the contract/license is liable to be terminated after hearing by the Licensor.
 23. The Licensee shall be responsible to maintain adequate hygiene & cleanliness while serving ice cream to visitors and shall strictly adhere to the Standard Operating Procedures & Guidelines issued by the Government from time to time for preventing spread of COVID -19 pandemic including crowd management with ensuring social distancing norms, wearing of masks and hand gloves by their personnel, frequent disinfecting of the kitchen and service area etc.
 24. Science City is a "No Plastic Zone" and hence serving of items in plastic cups shall not be permitted except packaged items and instead are required to use disposable paper cups etc. The licensee shall use only biodegradable and eco-friendly cups and shall not reuse it under any circumstances.

Responsibilities of the Agency

25. 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 Act. The Licensee shall pay not less than fair wages and shall abide by all legislations / Acts / Statutory requirements that are incidental to and concerned with such deployment of persons for the time being for carrying out and rendering the services for branding and selling of Ice Cream and Frozen Desert inside the ticketing zone of Science City. 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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) throughout the year
32. 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.
33. 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.
34. **For the satisfaction of the optimum number of visitors it is obligatory that the services and supply of Ice Cream and Frozen Desert by the Agency is in standard package shall be made available to them at reasonable rates approved by the Science City and shall prominently displayed in all the kiosks /stalls. In case of Science City staff members which are approximately 70 in numbers, the agency shall provide concession of 25% in the approved rates. The agency shall however serve packed items, if any, at the printed MRP wherever applicable.**
35. The Agency will be responsible for proper maintenance and upkeep of the licensed area to the satisfaction of the Science City Authority.
36. 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.
37. 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.
38. The Agency is not permitted to assign or any way transfer the rights under the license or sublet the contract to any other person or Agency.
39. 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.
40. 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.
41. The electricity with the kiosks/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 Licensee shall have to pay the charges for the actual consumption of electricity at the CESC rate on submission of demand note from Science City. Failure in payment of such charges within 7 days from the date of demand note will result in imposition of interest @ 1% of the bill value per week. The agency shall replace consumable fittings/lamps etc. at their cost.
42. The Licensee shall also arrange digital mode of instruments like **POS machines, UPI, Wallets etc.** for accepting payments from the visitors.
43. The Licensee shall use **Electronic Cash Register** for the billing purpose for the services to be provided by them under the license/contract. The authorities of Science City, Kolkata may ask to produce the same at any time for verifying the compliance of taxes and other statutory liabilities.
44. The Licensee shall pay all the taxes on the services to be provided by them which are levied by the Central Government, State Government and Local Authorities from time to time. Science City shall not be liable for the penalties against non-payment of these taxes or default therein. Any default, non-payment of taxes to statutory authorities will cause termination of license and vacation of premises in addition to forfeiture of Security Deposit of agency.
45. No addition/alteration/defacing of structures inside the Science City premises is permissible.

46. Granting Leave and License for rendering the required services by successful tenderer does not confer any right/tenancy whatsoever to the Licensee on the stall from which they shall operate. The Licensee shall be given only the permission to branding and dispensing the beverage items to the visitors of Science City and members of staff within the stall and nothing more and that too during the prescribed hours. The Licensee on completion of the specified term of license, on termination of the license the licensee shall peacefully vacate the premises of the Science City and remove all their persons and materials from the campus within three days.
47. The personnel deployed by the Licensee in the Science City shall deal with the visitors and the Science City officials in polite and courteous manner. The Licensee shall withdraw the staff in case of any misconduct reported by the Science City. The decision of Science City shall be binding on the licensee.
48. During the night hours no personnel of the Licensee shall be allowed to stay inside the stall or in the campus of Science City.

Payment

49. **The Agency shall quote a lump sum amount to be paid per annum as license fee and GST** as applicable for rendering the services as envisaged in the foregoing paras. **The requisite license fee with GST is payable to Science City in TWO installments i.e. 50% of the annual license fee on or before the commencement of the contract and the remaining 50% of the Annual License Fee within 90 days from the date of commencement of the contract.** 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.
50. The licensee shall pay the charges for electricity, water and supporting facilities to Science City on monthly basis starting from one month after the execution of this agreement. Failure in payment of such charges within the stipulated time will result in imposition of interest @ 1% of the bill value per week.

Security Deposit:

51. The successful Agency shall keep with the Science City during the currency of the contract, a security deposit of an amount equal to 3% of annual license fee 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.

Tenure and Validity

52. 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 by 10% per year up to a maximum period of 3 years** (including the first year).*
53. 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.
54. 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.

Force Majeure

55. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the execution of the work, Flood and Acts and Regulations of the government. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other party within 72 (seventy-two) hours of the alleged beginning and ending of the cause respectively. Time for performance of the relative obligation suspended by Force Majeure shall stand extended by period for which such cause lasts.

Arbitration

56. 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 VISITORS' SERVICE BY WAY OF "BRANDING AND SELLING OF BRANDED ICE-CREAM AND FROZEN DESERT @ MRP PRINTED ON THE ON THE PRODUCTS THROUGH ONE BUILT IN KIOSK AND FIVE PUSH CARTS, INSIDE THE TICKETING ZONE IN SCIENCE CITY, J.B.S HALDANE AVENUE, KOLKATA-700046"

E-TENDER No. SCCY-13023/30/ICE CREAM/2022

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>
2015-2016	1491730	365
2016-2017	1635301	364
2017-2018	1555701	364
2018-2019	1483934	364
2019- 2020	1367020	365
2020-2021	424407	141*
2021-2022	574217	212*

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

3. Current Annual License Fee being paid is: **Rs. 25,66,402.00 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 VISITORS' SERVICE BY WAY OF SALE OF BRANDED ICE CREAM AND FROZEN DESSERTS THROUGH ONE BUILT IN KIOSK, ONE TEMPORARY STALL AND FIVE PUSH CARTS INSIDE THE TICKETING ZONE ON LEASE AND LICENSE BASIS AT SCIENCE CITY, KOLKATA

E-TENDER No. SCCY-13023/30/ICE CREAM/2022

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 sale of branded Ice Cream and frozen dessert inside the ticketing zone in Science City, Kolkata and by way of operating one built in kiosks, one temporary stalls and 5 Push Carts from the specified areas within the Science City premises on leave and license basis, issued a press advertisement inviting E-TENDER 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-tender dated for providing visitor's service by way of "Branding and Selling of branded Ice-Cream and frozen desert @ MRP printed on the on the products through one built in kiosk, one temporary stall and five push carts, (**Detailed in Appendix 'A' attached herewith**) inside the ticketing zone in Science City, J.B.S Haldane Avenue, Kolkata-700046" on leave and license basis and the licensor, issued the award of contract No SCCY-13023/30/Ice Cream /2022/..... dated for providing the said visitor's service on leave and license basis w.e.f. 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. 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 of kiosks/temporary stalls for providing visitors' service by way of Branding and Selling of branded Ice-Cream and frozen desert @ MRP printed on the on the products through one built in kiosk, one temporary stall and five push carts inside the ticketing zone of Science City at following locations in Science City, Kolkata:

Built in Kiosk	- 1 no.	1 No. – At the Food Plaza of Science City
Temporary Stall	- 1 no.	1 No. - Near the exit of Dynamotion Ramp
Push Cart		5 Nos. – at different locations inside the ticketing zone in

2. The said license shall commence w.e.f. The tenure of the contract/license will be initially for one year 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 by 10% per year up to a maximum period of 3 years** (including the first year).*
3. The Licensee shall deposit an amount Rs. (rupees only) equal to 3% of the annual license fee towards Security Deposit before commencing the visitors' service as per Clause 51 of the NIT. The amount shall be kept with Science City during the tenure of the contract against any damage done to the property of Science City and/or against failure of the successful tenderer to provide the required service and/or for breach of agreement. For 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. As per clause 49 of the NIT the licensee is required to pay an amount of Rs. (Rupees only) being the 50% of the annual License Fee and GST of Rs. (Rupees only) @ 18.0% within 3 days from the date of receipt of award of contract. The remaining license fee @ 50% of the total license fee Rs. (Rupees only) each and GST of Rs. shall have to be paid within 90 days of commencement of contract. In case of default in payment of license fee 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. 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.
6. **Except in the space earmarked for the Kiosks/Temporary Stall and push carts 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.**
7. The licensee shall ensure that all wages and allied benefits like P.F. Bonus, ESIC etc. are paid to their employees. The licensee shall remain liable to the authorities concerned for compliance of the respective existing rules and regulations of the Govt. for this purpose and shall remain liable for any contravention thereof. The licensee shall keep the Licensor indemnified against any liabilities. The licensee shall have to abide by the minimum wage legislations and must pay minimum wage as per law to their staff deployed for the purpose of the contract.
8. During the period of the contract the licensee shall provide proper and adequate visitors' service and perform to the entire satisfaction of the licensor. The licensee shall constantly keep in touch with the licensor for effective performance of the contract and abide by all instructions and directives issued by the licensor in this regard.
9. 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 Science City indemnified against any liabilities arising out of non-compliance of any of the Acts, orders on their part.
10. 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.
11. The licensee shall be liable to comply with the directions of the licensee, 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.
12. The Licensee will use raw material as specified by the principal manufacturer and shall be liable for penal action if such material is found substandard or adulterated on testing by the Licensor.

13. The Licensee will be responsible for proper maintenance and upkeep of the licensed area to the satisfaction of the Licensor.
14. 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.
15. The licensee shall ensure that its employees deployed/engaged are physically fit and are free from any disease, injury or illness, contagious or otherwise.
16. The licensee is not permitted to assign or any way transfer the rights under the license to any other person.
17. 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 the Licensor by persons engaged by licensee.
18. The electricity with the kiosks/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 Licensee shall have to pay the charges for the actual consumption of electricity at the CESC rate on submission of demand note from Science City. Failure in payment of such charges within 7 days from the date of demand note will result in imposition of interest @ 1% of the bill value per week.
19. The space and place provided can be used for sale of Ice Cream and frozen desserts inside the ticketing zone of Science City. All the required furniture, equipment, and consumable etc. shall be arranged by the Licensee at their own cost. Science City is a 'No plastic zone', and hence serving of Ice cream and frozen desserts shall not be permitted instead are required to use disposable paper cups. The licensee shall use only bio-degradable and eco-friendly cups and shall not reuse it under any circumstances.
20. The License can be terminated by the Licensor at any time without notice in the event of gross security risk or gross damage to Licensor's property reputation 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 the Licensor in this regard shall be final and binding on the Licensee.
21. In case Licensor decides to upgrade the existing infrastructure of Food Court inside the ticketing zone for better visitors services, then the existing facility may be shifted to an alternate location within the Science City campus. The Licensee under such situation shall render the service from the new location. However, if the Licensee disagrees in writing to provide services from the new location, the contract shall be foreclosed by the Licensor. No compensation shall be payable by the Licensor to the Licensee under such circumstances, and the license fee payable by the Licensee shall be determine on pro-rata basis.
22. 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 and no demonstration/agitation of any kind takes place inside or near the entrance of the Licensor.
23. 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.
24. 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 as Kolkata.
25. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein

shall mean acts of God, War, Civil Riots, Fire directly affecting the execution of the work, Flood and Acts and Regulations of the government. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other party within 72 (seventy-two) hours of the alleged beginning and ending of the cause respectively. Time for performance of the relative obligation suspended by Force Majeure shall stand extended by period for which such cause lasts.

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) _____

LOCATION OF THE BUILT IN KIOSK / TEMPORARY STALL AND PUSH CARTS FOR THE VISITORS' SERVICE BY WAY OF "BRANDING AND SELLING OF ICE-CREAM AND FROZEN DESERT INSIDE THE TICKETING ZONE IN SCIENCE CITY, KOLKATA"

- | | |
|--------------------|---|
| 1. Built in Kiosk | - 1 No. (At the Food Plaza of Science City) |
| 2. Temporary Stall | - 1 No. (Near the Exit of Dynamotion Ramp) |
| 3. Push Carts | - 5 Nos. (To be arranged by the licensee) |

Signage for branding (shall be in the form of value addition to visitors' services)

- | | | |
|--------------------------------|---|--------|
| (a) Top of the built-in kiosk | - | 1 no. |
| (b) Top of the temporary stall | - | 1 no. |
| (c) On body of Push Carts | - | 5 nos. |

The design, size, mode of display, locations and contents of signage shall be submitted to Science City for approval before any work is taken up at site. The right of branding and display of signage shall be restricted to the earmarked space only. The entire cost of construction of such display shall be borne by the licensee and shall be maintained in tip-top condition during the entire period of contract/license.

Note: The licensee shall arrange pushcarts at their own cost. Design of the pushcarts shall be got approved from the authority of Science City.

Annexure – I

(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 "Branding and Selling of Ice Cream and Frozen Desserts inside the ticketing zone in Science City, J.B.S Haldane Avenue, 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

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

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 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 Sale of Ice cream and Frozen desserts 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 large 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

VISITORS' SERVICE BY WAY OF "BRANDING AND SELLING OF BRANDED ICE-CREAM AND FROZEN DESERT @ MRP PRINTED ON THE ON THE PRODUCTS THROUGH ONE BUILT IN KIOSK , ONE TEMPORARY STALL AND FIVE PUSH CARTS, (DETAILED IN ANNEXURE 'A' ATTACHED HEREWITH) INSIDE THE TICKETING ZONE IN SCIENCE CITY, J.B.S HALDANE AVENUE, KOLKATA-700046"

E-TENDER No. SCCY-13023/30/Ice Cream/2022**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.	Local address of the Agency (in & around Kolkata)	
4.	Telephone/Fax/E-mail Office : Residence.: Mobile : Fax : E-mail : Website:	: : : : : :
5.	State whether Proprietorship/ Partnership /Company	:
6.	Name and Address of Owner(s)/ Partner(s)/Director(s)	:
7.	Name of the items & Manufacturer dealt with (Dealership/ Distributorship certificate should be attached)	:
8.	State whether Registered under various Statutory Acts (If yes, furnish all the registration numbers and also enclose photocopies of valid registered certificates)	:
	a) Shops & Establishment Act No	:
	b) GST Registration No.	:
	c) Provident Fund Registration No.	:
	d) Trade License No. with validity	:
	e) Permanent Account No.(PAN)	:
	f) Food Safety & Standard Authority of India (FSSAI) License No. with validity	:
9.	No. of Employees in the Office	:

10 .	No. of Employees employed at various sites for providing the services	:				
11 .	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]					
12.	Enclose copies of Income-Tax : Returns filed for the last 3 years					
13.	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)						
14 .	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.

Bid Security (Earnest Money Deposit) Declaration in respect of MSMEs

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

VISITORS' SERVICE BY WAY OF "BRANDING AND SELLING OF BRANDED ICE-CREAM AND FROZEN DESERT @ MRP PRINTED ON THE ON THE PRODUCTS THROUGH ONE BUILT IN KIOSK, ONE TEMPORARY STALL AND FIVE PUSH CARTS, INSIDE THE TICKETING ZONE IN SCIENCE CITY, J.B.S HALDANE AVENUE, KOLKATA-700046"

E-TENDER No. SCCY-13023/30/Ice Cream/2022

We hereby declare that we (name of the bidder) are registered under Micro and Small & Medium Enterprises (MSME) and eligible for exemption for submitting Bid Security (EMD) for participating in the e-Tender for at Science City, Kolkata.

We further declare and accept that if we withdraw or modify our bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a Performance Security (Security Deposit) before the deadline defined in the e-NIT, we will be suspended / debarred for the period of time specified in the e-NIT from being eligible to submit bids for contract in National Council of Science Museums.

Date:

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

Place:

Annexure-VI

VISITORS' SERVICE BY WAY OF "BRANDING AND SELLING OF BRANDED ICE-CREAM AND FROZEN DESERT @ MRP PRINTED ON THE ON THE PRODUCTS THROUGH ONE BUILT IN KIOSK, ONE TEMPORARY STALL AND FIVE PUSH CARTS INSIDE THE TICKETING ZONE IN SCIENCE CITY, J.B.S HALDANE AVENUE, KOLKATA-700046"

DETAILS OF ITEMS PROPOSED TO BE DISPENSED UNDER THE CONTRACT

(TO BE FURNISHED IN BIDDER'S LETTER HEAD WITH RUBBER SEAL)

Sl. No	Description of items	Proposed Price
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		

Date :
Place:

**SIGNATURE OF THE AGENCY
WITH SEAL**

Tender Inviting Authority: Director, Science City, Kolkata

Name of Work: Visitors' service by way of branding and selling of ice-cream and frozen desserts inside the ticketing zone in Science City, Kolkata on leave and license basis

Contract No: SCCY-13023/30/Ice-Cream/2022

Name of the Bidder/ Bidding Firm / Company :						
<div> <div>PRICE SCHEDULE</div> <div>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</div> </div>						
NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST @18% (CGST @ 9% and SGST @ 9%)	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	Visitors' service by way of branding and selling of ice-cream and frozen desserts inside the ticketing zone in Science City, Kolkata on leave and license basis					
1.01	Annual License fee payable to Science City, Kolkata (payable in two installments i.e. 50% on or before the commencement of the contract and the remaining 50% within 90 days from the date of commencement of contract)		18	0.00	0.00	INR Zero Only
Total in Figures				0.00	0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				