

OPEN TENDER

for

Installation, Operation & Maintenance of Semi Refrigerated Automated Vending Machines

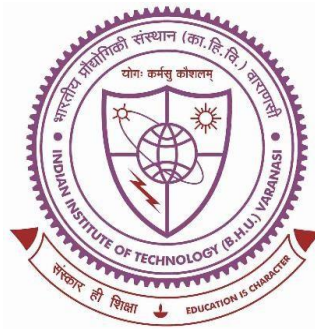
For Non-Aerated Soft Drinks & Snacks at IIT BHU VARANASI

Tender No.: IIT(BHU)/IP Cell/ /2024-25/260

Tender Date: 26.07.2024

Last Date & Time of Bid Submission: 17.08.2024 (04.00 pm)

Date & Time of Technical Bid opening: 19.08.2024 (04.00 pm)



**Institute Purchase Cell
Indian Institute of Technology
(Banaras Hindu University) Varanasi-221005**

E-mail: registrar@iitbhu.ac.in



INDEX

Sr. No.	Particulars	Page No.
1	Tender Details	01
2	Tender Notice	3-5
3	Eligibility Criteria & General Terms and Conditions	6-10
4	Technical Bid	11
5	Financial Bid	12
6	Annexures	14-17

TENDER NOTICE

**Tender for Installation, Operation & Maintenance of Semi Refrigerated Automated Vending Machines
For Non-Aerated Soft Drinks & Snacks at IIT BHU VARANASI**

Indian Institute of Technology BHU, an autonomous Institution established by the Ministry of Education, Govt. of India invites sealed tenders through this tender inquiry for Installation, Operation & Maintenance of Semi Refrigerated Automated Vending Machines For Soft Drinks & Snacks at IIT BHU VARANASI

S. No.	Name of Services	Quantity and Location	Licence Fee	Period of Contract
1	Semi Refrigerated Automated Machines for Non-Aerated Soft Drinks cum Snacks	Tentative quantity 16	Min. Rs 1000/- Per month per machine	One year is initially extendable for two more years

1. The offers must be submitted in TWO-BID SYSTEM (A-Technical Bid and B-Financial Bid), by the reputed and experienced firms/agencies/companies established and functioning in and around Varanasi city having valid licenses and permits and qualified experience in the field of providing automated vending machines to any Public Sector Undertaking (PSU), Govt. Organization, Educational Institution, or any other private organization of repute.

2. SCHEDULE

Name of Organization	Indian Institute of Technology (BHU), Varanasi
Tender Type	Open
Tender Category	Services
Type/Form of Contract	Supply
Is Multi-Currency Allowed	No (only INR)
Date of Issue/Publishing	27.07.2024 (05.00 pm)
Document Download Start Date	27.07.2024 (05.00 pm)
Document Download End Date	17.08.2024 (04.00 pm)
Date and time for Pre-Bid Conference	---
Address for Submission of Bids	Institute Purchase Cell, IIT(BHU), Varanasi-221005
Last Date and Time for Submission of Bids	17.08.2024 (04.00 pm)
Date and Time of Opening of Technical Bids	19.08.2024 (04.00 pm)
Venue of Technical Bid Opening	Committee Room, Ground Floor, Administrative Building, IIT(BHU), Varanasi-221005

Tender Fee	Rs. 1,180 /- (Inclusive of 18% GST) to be submitted with a technical bid in the form of a Demand Draft in favour of Registrar, IIT (BHU) payable at Varanasi.
No. of Covers	02
Bid Validity days	180 days (From the last date of opening of tender)
Address for Communication	The Registrar, Indian Institute of Technology (BHU), Varanasi-221005, UTTAR PRADESH
Contact No.	+91-542-2307002
Fax No.	+91-542-2368428
Email Address (for any queries)	registrar@iitbhu.ac.in

3. The Tender Documents for this will be on a two-Bid System consisting of a Technical Bid and a financial Bid. The Tender Document (non-transferable) along with detailed specifications, terms, and conditions may be **downloaded from the Institute website** (www.iitbhu.ac.in/iitnotifications/purchase_enquiries/) or from Central Public Procurement Portal (CPPP) by the interested supplier along with payment of non-refundable Tender processing fee as mentioned above.
4. The institute reserves the right to amend or withdraw any of the terms and conditions mentioned in the tender document or to reject any or all the tenders without giving any notice or assigning any reason any time before award of the contract. Further, the Institute is not bound to accept the lowest tender, has the liberty to close the tender process without awarding the contract to anyone if the lowest quote is found to be unreasonably high. The decision of the Director, IIT BHU in this regard shall be final and binding on all.
5. The tender should be addressed to “**Registrar**, Institute Purchase Cell, IIT(BHU), Dist: Varanasi-221005”, and should be delivered in person or sent by registered post/courier to reach the Institute on/before the last date up-to 16:00 Hrs. No tender will be accepted after the due date and time. Tender No. must be super-scribed on the overleaf of the envelope. The tender will be opened in the Committee Room, Ground Floor, Admin Building, IIT (BHU), Varanasi -221005. All Tender Documents must be accompanied by the Tender processing fee of Rs. 1,180 /- (Inclusive of 18% GST) (Non-refundable) and is to be paid in the form of **Bank Draft** in favour of the **Registrar, IIT (BHU)** payable at Varanasi. The Institute shall not be responsible for any delay in receiving Bids / sending of Tender Documents by post. The Institute reserves the right to accept or reject any bid, without assigning any reason thereof. No correspondence in this regard will be entertained.
6. The tenders should be submitted in sealed envelopes, clearly scribing the work's name. A total of three envelopes should be used for this purpose. One sealed envelope should contain only the Technical Bid together with its attachments, experience certificates, licenses, permits, self-declaration etc., and the DD for tender fee. This envelope should be superscribed clearly as “Technical Bid”. The second sealed envelope should contain only the financial Bid. This envelope should be super scribed clearly as “Financial Bid”. Now, both the aforesaid sealed envelopes should be put into a third big envelope. This third envelope should be sealed, super scribed as Tender for Installation, Operation & Maintenance of Semi-

Refrigerated Automated Vending Machines for Non-Aerated Soft Drinks & Snacks at IIT BHU VARANASI.

7. The tender should be filled or typed and signed in ink legibly giving the full address of the tenderer. The tenderer should quote in figures and in words the amount/price offered by him. Alteration if any, unless legibly attested by the tenderer with full signature and stamp/seal shall invalidate the tender. The tender should be signed by the authorized persons. Unsigned tenders will be treated as technically disqualified and rejected. In case there is any difference in the amount between figures and words, the amount indicated in the words will be treated as a valid offer.
8. The Tenderer should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left.
9. In case any document produced in support of eligibility criteria turns out to be not genuine before or after award of work, the IIT BHU reserves the right to blacklist or debar the bidder concerned from participating in the future tendering process at the Institute.
10. The details of eligibility and other terms and conditions of the contract to be perused in the following pages.

Sd/-
Registrar

ELIGIBILITY AND GENERAL TERMS AND CONDITIONS

1. Instructions to Bidder (ITB):

Bidder is requested to kindly go through the detailed Terms & Conditions mentioned below and overleaf and submit the most competitive bid applicable to Educational and Research Institutes/IITs.

- a) Full specification and make of the item offered and its rate F.O.R. IIT(BHU) Varanasi.
- b) Bidder's GST registration number and PAN number.
- c) Conditions of supply and terms of payment.
- d) Please give an undertaking as per Annexure -1
- e) The offer must be submitted in a two-way bid system.
- f) No Tender is to be handed over to any of our staff/any other person.
- g) Tenders/Quotations must be sent sufficiently in advance on or before the due date and time.
- h) The Bank/RTGS detail must be submitted along with the quotations/Tenders on the letterhead.
- i) All communications related to this tender should be addressed to the undersigned only.

2. Terms & Conditions

The offer must comprise of the following failing which it will be treated as non-responsive and hence rejected:

1. **Discount Percentage:** Discounts on products on MRP should be mentioned for all the products with the brand name (only branded consumables should be provided by bidder)

2. Validity:

- i. **Quote:** The validity period of the offer should be specified. It should be at least for **180** days from the last date of submission of quotations.
- ii. **Contract:** The contract shall be initially for one year and may be extended on a year-to-year basis up to two more years on the same terms and conditions, subject to the satisfactory service of the contractor.

3. **Delivery Terms:** Our standard Delivery Terms is for, IIT BHU, Varanasi destination Campus Rates should be quoted accordingly.

4. **Delivery Schedule:** Delivery of service within 10 days after award of contract.

5. FACILITIES TO BE EXTENDED BY INSTITUTE :

- a) The institute will provide space for installation, operation and maintenance of vending machines at designated locations.
- b) Electricity Connection with meter, if not fixed charges will be applicable.

6. OBLIGATIONS OF THE AGENCY/ BIDDER :

- a) The Bidder shall use only the space earmarked to install, operate and maintain the vending machines and shall not use any other space for any other purpose.

7. The vendor must have an office in Varanasi.

8. LICENCE FEES AND OTHER CHARGES :

- a) The License fees as per existing rates will be charged of Rs.1000/- per month (minimum) for each Semi Refrigerated Automated Vending Machines for Non-Aerated Soft Drinks Cum Snacks
- b) The electricity charges will be based on meter reading only; if meter not provided then fixed electricity charges will be applicable and that will be decided by the institute

9. **MAINTENANCE & SUPPORT :** All preventive and corrective maintenance of the machines inclusive of supply of consumables shall be the responsibility of the Bidder only. In addition to the above, following important measures that the Bidder must follow: -

- a) The Bidder shall be responsible for transporting of the Machines to a designated place in the campus and taking it out after the contract period.
- b) The machines shall be maintained, serviced refilled by the Bidder only.
- c) Safety and security of the machine will be the responsibility of the Bidder only.
- d) All the necessary accessories and support systems for operating the machines shall be brought by the Bidder only.
- e) The Bidder shall also be responsible for the maintenance of the machine at his own cost without any cost implication to IIT BHU.
- f) The supply of materials will be the responsibility of the Bidder only i.e. Bidder needs to take full responsibility for the maintenance and refilling of materials.

10. **Cancellation:** IIT BHU, Varanasi reserves the right to accept or reject or cancel any or all inquiries or quotations at any stage without assigning any reason thereof.

11. **PENALTY:** The Bidder should always ensure regular and uninterrupted quality services. In case of failure in services or negligence (As defined below), appropriate action shall be taken by the Institute. In the event of a lack of cleanliness and hygiene conditions of the machines, non-repair or non-rectification of failure beyond one day a penalty may be imposed on the Bidder which will be decided by competent authority. The penalty will also be applicable in case of failure of service and negligence in terms of the following:

- a) The service provider fails to supply the product.
- b) All the machine in the premises fails and not even a single machine is rectified within 4 hours of breakdown.
- c) Breach of any clause of terms and conditions/agreement even after receiving prior written notice from IIT BHU.

12. Any other matter which is an act of negligence or breach of ethics by the service provider.

13. In case of cancellation of an order due to Non-compliance with the Terms and Conditions and Breach of the Contract, no compensation will be paid toward the progress of the order/procurement.

14. Resolution of Disputes

1. The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
2. If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified below. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.
3. In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or differences shall be settled in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time.
4. For any dispute, the place of jurisdiction shall be Varanasi, Uttar Pradesh, India only.

15. Termination for Default

- i. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
 - (a) If the Supplier fails to deliver any or all of the Goods or Services within the period(s) specified in the purchase order, or within any extension thereof granted by the Purchaser pursuant. or
 - (b) If the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
16. The contracting agency shall provide the services continuously as per the award of the contract. In case of discontinuation of services by the contractor in the middle of the period without requisite notice or non-satisfactory services, breach of any terms and conditions of the contract, etc. the contractor shall be liable to legal action, in addition to forfeiture of the performance security deposit given by him.
17. Alcoholic Drinks and tobacco based products are strictly prohibited inside the campus.
18. The contracting agency shall not be allowed to transfer, assign, pledge or sub-contract its responsibilities, rights and liabilities under this contract to any other agency without prior written consent of IIT BHU.

19. Force Majeure:

Any delay due to Force Majeure will not be attributable to the Service provider. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur,

exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption, or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Vendor or its employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Contract for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or Page 10 of 16 undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the service provider for a period exceeding a continuous period of 7 (seven) days.

20. Performance Bank Guarantee:

The successful tenderer will have to deposit a security deposit for an amount Rs. 50,000 of the as Performance Bank Guarantee (PBG) from any nationalized Bank in favor of the Registrar, IIT BHU. The PBG shall cover the entire period of the contract and shall remain valid for a period of 60 days beyond the period of contract. If contract is further extended beyond the initial period, the PBG shall have to be renewed for the extended period.

21. The Bidder should have a minimum two years' experience in similar trade are permitted. The materials should have enough period for expiry date.
22. The Machines shall be installed, operated, and maintained at a designated place in the premises for a period of one year from the date of installation with all accessories by Bidder.
23. The quality and serving parameters shall confirm to Institute's requirement and the Institute reserves the right to terminate the contract at any point of time on account of unsatisfactory service & unethical practice.
24. Bidder shall maintain the machines and keep them in clean and hygienic conditions.
25. The Bidder shall provide the consumables of the contract reputed brands only for vending.
26. The Bidder shall be responsible for all statutory liabilities including those relating to weights and measures and prevention of food adulteration and FSSAI Act etc.
27. The Bidder shall rectify any technical problem of the machine within 24 hours or a penalty of 100 Rs. Per machine /Per day will be imposed
28. The institute will not be responsible for the security of vending machines during the contract period; the Bidder will be solely responsible for the safety & security of their machine.
29. The rates of all consumables items (i.e. Non-Aerated soft drinks, snacks) etc. should be charged less on MRP or on MRP only.

30. **Award of contract :**

A) **Technical Bid Score (TBS)** : Total Marks 100 (Minimum marks required to qualify for evaluation are 50 failing which bidder will not be evaluated further)

TBS will only be calculated if the bidder completes all the other documents /requirements mentioned in the Technical Bid.

Evaluation for Technical Bid Score (TBS)

Particulars for evaluation:	Marks
a) Number of year in establishment (attach registration certificate):	
Max Marks	40
1. upto 5 years	20
2. 5-10 Years	30
3. Above 10 years	40
b) Number of works executed (Attach copy of Purchase orders from last 05 years)	
Max Marks	40
1. Upto 5	20
2. More than 5 & less than 10	30
3. Above 10	40
c) Average Turnover during last three years: (Audited account Statement to be attached)	
Max Marks	20
1. Average turnover between Rs 10-20 Lakhs	10
2. Average turnover between Rs 20-30 Lakhs	15
3. Average turnover above Rs 30 Lakhs	20

B) **Financial Bid Score of a bidder (FBS)** = $(100*FH)/F$

* Where, FH : Highest % discount offer by bidder in financial bid ,

* F : % discount offered by the bid under consideration

Final Score for award of contract FS : $TBS * 0.5 + FBS * .05$ The bidder securing the highest FS shall be awarded the work

TECHNICAL BID

The following documents are to be submitted as part of the Technical Bid as per the tender document:

- a) Name of Firm/Tenderer/ Company (in block letters)
- b) Permanent Address & Telephone No. and Email address.
- c) Full Postal Address, Telephone/Fax No./E-mail for correspondence
- d) Tender Fee details - Bank Draft No & Date, Banker's Name & Branch.
- e) Copy of Tender Forms;
- f) GST registration certificate.
- g) A list of similar works executed in the last five years & number of machines installed.
- h) Establishment / Business registration number/card
- i) Licenses/ registration certificates for Food and beverages.
- j) Audited account statements
- k) Copy of written confirmation authorizing the signatory of the Bid to commit the Bidder;
- l) Copy of filled Annexure I, II, III, IV with supporting documents.
- m) Technical specification of vending machine should be as per annexure -IV
- n) Copy of documentary evidence establishing the Bidder's qualifications to perform the contract if its bid is accepted and the Bidder's eligibility to bid
- o) Bid Security Declaration form Annexure-III
- p) Other documents, if any.

Date:

Signature of the Tenderer with Seal & Address

Financial Bid

(On the official letter head of the bidder)

The Financial bid comprises of:

Signed copy of Price Bid as below :

Sr. No.	Items	Brand	% Discount on MRP

In case, the percentage discount offered on MRP is variable, the lowest discount offer will be considered for financial evaluation

The Institute Reserves the Right to:

1. Reject the quotation in the event of non-furnishing the authentic documentary all relevant documents issued from Govt. Authority. The verification of the documents can be conducted at Institute level also for which charge will have to be borne by the suppliers.
2. Cancel this Tender at any point of time without assigning any reason thereof.
3. The Institute also reserves the right to reject the bid of any participating bidder
4. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
 - (a) If the Supplier fails to perform any other obligation(s) under the Contract.
 - (b) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
5. To reject any or all the offers without assigning any reasons thereof.
6. All disputes are subject to “*Varanasi Jurisdiction*” only.
7. The decisions of the Institute in all respect shall be final and binding on all.
8. The Institute reserves the right to ask the successful bidder to produce all the original documents submitted along with the bids for verification at any point of time. During the verification of the document, if it is found that the bidder has concealed/ falsified/ fabricated any information, the bid and/or purchase order will be cancelled and EMD and/or performance security will be forfeited and action including black listing will be taken against the bidder as per norms of the Institute.
9. Please ensure that your offer is complete in all respect as no further clarifications shall be sought from you and reaches us within the last date mentioned above. **The Institute shall not be responsible for any delay etc.**

Registrar

DECLARATION (Annexure-I)
(On the letterhead of the firm submitting the bid)

1. I,Son/Daughter of Shri
.....Proprietor/Partner/CEO/MD/Director/Authorized Signatory of M/s. am competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and subsequent amendments, if any and here by convey my acceptance of the same.
3. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief.
4. I/ we/ am are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
5. Each page of the tender document and papers submitted by my Company is authenticated, sealed and signed and take full responsibility for the entire documents submitted.
6. The prices quoted in the financial bids are subsidized due to academic discount given to IIT (BHU), Varanasi.
7. We further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/Govt. Department/Public Sector Undertaking in the last three years.

Signature of the Authorized Person

Date: -----

Full Name-----

Place: -----

Company Address with Seal

TENDER ACCEPTANCE LETTER (Annexure-II)

(To be given on Company Letter Head)

Date:

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No. _____

Name of Tender/ Work: -

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

As per your advertisement given in the above mentioned website(s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like section(s), schedules(s) etc.), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder with Official Seal)

BID SECURING DECLARATION FORM (Annexure-III)

(Letterhead of the bidder)

To

(Insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with IIT(BHU) Varanasi for a period of two years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity or its extended period, if any; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
- (i) fail or refuse to execute the contract, if required, or
- (ii) fail or refuse to furnish the Performance Bank Guarantee, in accordance with the Instructions to Bidders.
- (c) If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid; or
- (d) If there is a discrepancy between words and figures quoted by the bidder then in that case the amount quoted in words will be treated as final.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed:

(Insert signature of person whose name and capacity are shown in Bid Securing Declaration)

Name:

(Insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of *(Insert complete name of Bidder)*

Dated on day of *(Insert date of signing)*

Corporate Seal (where appropriate)

(Note: In case of a consortium, the Bid Securing Declaration must be in the name of all partners to the consortium that submits the bid)

Technical Specification (Annexure IV)

- (a) Fully automatic
- (b) Product Vend Sensor.
- (c) Fast and Easy Product Loading.
- (d) Low Maintenance
- (e) Glass Front
- (f) Flexible Individual Pricing.
- (g) Automated payment preferably through Cash/Credit/Debit /Scanner/ Smart Card etc.
- (h) The machines are also required to return money to consumers if a product fails to vend.

