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भारतीय प्रौद्योगिकी संस्थान धारवाड

Indian Institute of Technology Dharwad

Near High Court, PB Road, Dharwad-580011
TEL NO: +91 836 2212 839

**TENDER FOR RUNNING PROVISION STORE
FACILITY AT IIT DHARWAD**

Tender no.: IITDH/C&S/2019-20/13/PS

Notice Inviting Tender (NIT)

1	Date of Tender Publishing on website	29 July 2019
2	Site visit at IIT Dharwad	During office hours between 0930 – 1700 hrs up to 09 August 2019
3	Last date for addressing clarifications / queries	09 August 2019
4	Last Date and Time for Submission of Tender	13 August 2019 at 1100 hrs (No late bid will be accepted)
5	Opening of Technical Bid	13 August 2019 at 1200 hrs
6	Address for submission of bid documents	The Assistant Registrar (C&S) IIT Dharwad Pune Bengaluru Highway Near High Court Dharwad bench Dharwad, Karnataka – 580011
7	Venue for opening of Technical Bid	Same as above
8	Duration of Contract	Initially 01 year from the date of issue of work-order (Subject to further extension as per tender terms)
9	EMD	Rs.25,000.00 (Rupees Twenty Five Thousand only)
10	Estimated clientele	550 approx.
11	Schedule of Opening Commercial Bids	Schedule for opening of Commercial Bid will be notified only to the bidders qualifying the Technical Bid. Presence of the bidder or his/her authorized representative at the time of opening of the Commercial bid is highly preferable.

Detailed tender notice can be downloaded from the website of the Institute at: http://iitdh.ac.in/announcements_tenders.php

The right to suspend the tender process or part of the process, to accept or reject any or all the tenders at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reason thereto vests with IIT Dharwad without any obligation or liability whatsoever.

**Sd/-
Assistant Registrar (C&S)
IIT Dharwad**

GENERAL INSTRUCTIONS TO TENDERERS / BIDDERS

1. IIT Dharwad invites bids under Open Tender Enquiry (OTE) and two bid system for running provision store facility at IIT Dharwad Technical Bid along-with supporting documents, Earnest Money Deposit (in form of DD/Bankers Cheque in favour of Registrar, IIT Dharwad payable @ Dharwad) shall be submitted in separate sealed envelopes and then encased inside one sealed envelope super scribed '**Technical Bid for running provision store facility at IIT Dharwad**'. All the pages of this tender document along with necessary annexures (as applicable) duly signed and stamped, will form the technical bid.
2. **The Price Bid** as per the format annexed with this tender document, should be duly filled, stamped and signed by the authorized signatory of the agency/firm/company and sealed in a separate envelope super scribing '**Price Bid for running provision store facility at IIT Dharwad**'.
3. The technical Bid and the Price bid shall be sealed in one envelope super scribing '**Tender for running provision store facility at IIT Dharwad**'
4. The technical bids shall be opened as per schedule placed at NIT. The vendors who are short listed after qualifying technical evaluation bid will be intimated the date of opening of price bids subsequently through proper means. IIT Dharwad reserves the right to reject any or all the tenders/bids without assigning any reason thereof.
5. The tender **for running provision store for hostels at IIT Dharwad** shall initially be awarded for a period of one year from date of award of contract. However, the tender may further be extended for a period of two more years (on year to year basis) on mutual agreement subject to providing of satisfactory services of the firm to IIT Dharwad. It may also be noted that the rates quoted by the firm (except minimum wages component & statutory payments), terms & conditions of the tender document shall remain unchanged during the currency of contract and extension period, if any.
6. For any query/clarification please contact Assistant Registrar (C&S) IIT Dharwad during working hrs on phone no 0836-2212-823 or all time on **arcs@iitdh.ac.in**. Interested bidders are invited for site visit during all working hours between 0930 hrs to 1700 hrs.
7. The detail of information to be provided along-with bid, tentative penalties, and other instructions are appended at **Annexure A - E** to this document.

SCOPE OF WORK

Detail of **Running provision store at IIT Dharwad** is as mentioned below: -

1. **General Overview of the service: -**

IIT DHARWAD currently operates from about 135 acres WALMI (Water And Land Management Institute) Campus with various facilities spread across a large area. This tender document provides for requirement of **running provision store facility at IIT Dharwad** to the entire satisfaction of the user and Institute authorities which shall include the following: -

(a) **Running an efficient provision store facility** at IIT Dharwad campus from 10 am to 9 pm. The store should be operational on Saturday / Sunday. The store can remain closed on one of the weekdays. The store will make **general utility items/ consumer goods** available to the users at concessional rates. In addition, the following services are to be provided at reasonable rates: - A4-Colour print out, A4-Black & White print out, Scanning, A3-Colour print out, A3-Black & White print out, Xerox - One side and Two-sided, Laminating A4 paper and A3 paper, Spiral Binding etc. A List of agreed upon items to be sold at the store will be finalized at the time of finalization of contract.

(b) The **approximate strength** of residents of the IIT Campus during regular semester (January to April and mid-July to November) is approximately 550. The numbers during summer and winter vacations (i.e. during June, July and December each year) is around 50 - 150. This may vary based on number of summer/winter courses offered.

(c) **Engagement of required staff** shall be done by the Contractor in consultation of the institute authorities for their suitability. It is essential for the staff to be of legal age, suitably trained, and experienced to be deployed. One skilled manager of adequate experience in running provision store will be deputed by the Contractor in consultation with Institute authorities who shall necessarily be present in each shift for supervision and overall management of operations.

(d) The Contractor will make all necessary arrangements for **neat, clean and organisational outlook** of all its workers befitting stature of IIT Dharwad in consultation with institute authorities. The workers will always maintain a clean appearance including **wearing uniform** while working. Contractor should make all necessary arrangements towards this effect

(e) There shall be a provision of a **monthly meeting** between the Contractor (or a representative authorized to take policy & financial decisions on behalf of the Contractor) and Institute authorities.

(f) The Contractor will make all necessary arrangements for **accommodating and transporting all manpower** deployed by him so as to ensure timely operation of provision store. Institute will have no obligation in this regards whatsoever.

(i) The Contractor will ensure **upkeep of infrastructure** (as the case may be) provided to him by the institute. All such maintenance of Institute property / equipment will be carried out by the Contractor at his own cost.

(j) The Contractor will ensure absolute **hygiene and cleanliness** including periodic pest control and debugging of the provision store compound and surroundings with proper waste disposal in harmony with institute systems. Any issue attributable to the Contractor in said areas will be sorted by the Contractor or will be handled by the Institute out of his cost.

(k) The Contractor will be solely responsible for the general **discipline and conduct of his staff** at the Institute at all the time. It may be noted that only verified individuals through mandatory Police verification on submission of such document will be allowed to enter the Institute and will be deemed deployment worthy. In case of a violation financial penalty will be levied on the Contractor as deemed fit by the Institute.

(l) The contractor will pay **Rs.500/- towards water and electricity charges** every month. Wastage of water and electricity must be avoided.

(m) The contractors will have to bid for license fee for the premises of provision store for the first year. The subsequent year the fee will be increased at 5% each year. **The highest bidder will be given the offer to start the provision store.** The Contractor has to deposit license fee and electricity charges regularly by 7th of each month to the Institute authorities. In case of inordinate delays, an administrative charges Rs. 100/- per day (cumulative) of delay shall be imposed.

(m) The Contractor will be required to provide a refundable interest free Bank Guarantee of **Rs. Fifty Thousand only** at the time of award of work. This Bank Guarantee should be from a scheduled/ nationalized bank, and will be held against in default in performance and violations of terms and conditions.

(n) The contract will have an option to extend the contract **with the same terms & conditions of the present contract** for a period of one year on acceptance of the Contractor. This will be applicable within the currency and six months after expiry of contract. It will be entirely the discretion of the Buyer to exercise this option or not.

2. **Infrastructural and equipment related terms: -**

(a) Requisite furniture, efficient stacking / storing and display arrangements will be made by the contractor. Adequate arrangements of lighting and signage are to be made. The premises should be kept well ventilated and well lit. The contractor shall have to make his own arrangements for safe storage of materials. Also the contractor will not encroach / spread outside the premises of the allocated space.

(b) Major civil and electrical works at the provision store site will be attended by IIT Dharwad. Maintenance jobs such as repair and running expenses are the responsibility of the Contractor.

(c) The Contractor has to make all necessary arrangements to run provision store successfully at The campus. The facility will be vetted by the IIT Dharwad authorities for quality and fitness before use. Upkeep of all items provided by IIT Dharwad will be the sole responsibility of the Contractor.

(d) Security of licensed premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the Contractor. Any damage to the Institute Infrastructure by the Contractor's team or caused due to their neglect will be repaired or replaced at Contractor's cost and shall attract penalty (**Refer Annexure E**).

(e) The Contractor shall not tamper with the trees, plants, shrubs and flowers standing or maintained around the said shop or in other places of the campus. The Contractor shall not make any addition or alteration to the building of the said shop/premises or temper with the fittings or electrical installations therein, nor make any unauthorized constructions or extension to the electricity or water supply lines, without the specific written permission of the Institute authorities.

(f) On expiry of the tenure of license or on termination of tenure of license, the Contractor is required to surrender the shop/premises within 15 days from such termination or expiry. Whenever due, Contractor shall vacate and deliver vacant possession of the premises/shop used by him, in the same condition as they were at the time of taking possession, except for normal and reasonable wear and tear.

3. Daily functioning of the Provision store: -

- (a) The contractor will be solely responsible for the quality of items. Reputed and trusted brands are to be kept at the store. Instances of providing spurious / over dated / spoilt / damaged items will be dealt with penalty. Complaint/suggestions book will be maintained by the contractor at the store and should be available to all customers throughout the contract period.
- (b) The Contractor will ensure functional provision store on all working days. In the process, it is expected that the Contractor will ensure highest standards of service, aesthetics, layout, professionalism, hygiene and cleanliness to the utmost satisfaction of Institute authorities.
- (c) Printed price list should be prominently displayed at the front of the store. All items in price list should be made available to the customer. In case of a stock out, Items should be sourced and made available to the users at the earliest.
- (d) The vendor should have dedicated mobile numbers for easy contact. Adequate numbers of Fire extinguishers (ABC 9 Kg) should be installed, made accessible and should be in operational condition for firefighting.
- (e) Proper receipts for amounts paid should be made. Arrangement towards accepting payment through credit, debit cards, through secure payment gateways and applications i.e. Paytm, Bhim etc should be facilitated. In addition, online / Telephone order booking should be made available. Institute will not be responsible for the non-payment of credit extended to any of the inmate in any form.
- (f) Usage of plastic bags is highly discouraged. Paper / Cloth bags (without additional charge) are to be used.
- (g) The Contractor shall follow all the rules and regulations as laid down by the Municipal Authorities/State Government/Central Government as applicable. Weighing should be done only on Electronic Government approved brand machines with adequate back up machines. Weighing by archaic / tempered instruments is strictly prohibited.
- (h) The Contractor shall ensure that no product shall be sold from the premises which is prohibited to be sold within the premises of an educational institute, as per the provisions of the Cigarette and Other Tobacco Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and Distribution) Act, 2003.
- (i) IIT Dharwad is a total alcohol and tobacco free campus, therefore none of the staff deployed at the campus should be possessing or consuming tobacco and alcoholic products. Violation will attract penalty.

4. Minimum eligibility Criteria

IIT Dharwad has set up minimum eligibility criteria for the bidding purposes. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting documents along with the technical bid.

<u>Sl. No.</u>	<u>Criterion</u>	<u>Documents to be provided</u>
1	The bidder shall be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932 and who have their registered offices in India.	Copy of Certificate of incorporation and Partnership Deed. (As the case may be)
2	The bidder should be in provision store business for not less than two years i.e. before 31/07/2017. Bids of firms which are not in existence / provision store business for 2 years as mentioned above shall not be considered.	To be certified & validated by Chartered Accountant (CA) of the bidder's organization with name of CA, registration number, signature and stamp.
3	Bidder should be registered with Income Tax and Goods & Service Tax departments	(a) Attested copy of PAN/GIR Card (b) Attested copy of Goods & Service Tax registration certificate
4	The bidder 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 to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations.	Self-Declaration in the format in Annexure-‘C’
5	The bidder should have a registered Office for provision store at Hubballi-Dharwad.	Details and Relevant document (any document verifying ownership or legal lease of the registered office as per list of valid address proof documents mandated by Unique Identification Authority of India (UIDAI)

Note: - Any firm/bidder not fulfilling any of the above mentioned criteria duly supported by the indicated documents shall be out-rightly rejected and the bid shall not be considered for further evaluation.

5. Evaluation Criteria: -

(a) Technical bids will be opened first and evaluated based on the documentary verification and evaluation criteria (including minimum eligibility criteria) stipulated in the tender document. Commercial bids of only technically suitable/ qualified bidders will be opened. Unopened commercial bids along with EMD of technically unsuitable bidders will be given back to the bidders. Bidders will have to collect the same along-with a requisition.

(b) As per the price bid format, **bidders will bid for the License fee and the H-1 bidder (highest price offering bidder) will be awarded the contract for running the provision store.**

(c) No ambiguity should be there in the quoted price and the rate must be as per the price bid format. Conditional offer or the proposal not furnished in the format attached at **Annexure 'D'** shall be considered non-responsive and is liable to be rejected.

Special Terms and Conditions

1. The bidding firms are advised to study carefully the various clauses contained in the Special Terms and Conditions before submitting their bids. Firms willing to participate in the tender may also visit IIT Dharwad, Dharwad and acquaint themselves with the nature and quantum of work involved before submitting the bids.

2. Contract Implementation.

- (a) Sub-contracting of the work will not be allowed.
- (b) Persons below the age of 18 years shall not be engaged for the work. The Contractor will submit medical certificate/any other certificate as age proof of the workmen deployed by him. The Contractor will also submit medical certificate to the effect that the workmen deployed by him are fit for work and are not suffering from any contagious disease.
- (c) Working hours will be 8 hours per day for the workmen excluding break period. The timings and the break period will be indicated by the authorised rep. of the institute.
- (d) Contractor shall not change any employee without consent of the authorised rep. of the institute. Contractor will provide his telephone numbers of his office/residence/mobile on which he can be accessed / approached by institute.
- (e) The Contractor will be accountable for any accident, injury and loss of life to the workers deployed by him and shall be responsible for payment of compensation as per law. If need arises, the institute will recover such amount from the Contractor to effect payment to the affected person(s).
- (f) **Institute reserves the right to terminate the contract at any time without assigning any reason.** However, wherever feasible the institute may consider notification of the annulment in advance to the Contractor.
- (g) The successful agency / firm / company will have to deposit a refundable interest free security deposit in form of Performance Bank Guarantee (PBG) in favour of **Registrar, IIT Dharwad of Rs.50,000.00 (Rs Fifty Thousand Only)** at the time of award of work from a scheduled/ nationalized bank payable at Hubballi / Dharwad. This PBG shall cover entire period of contract and shall remain valid for a period of 60 days beyond the period of contract. Deductions shall also be made from Contractor's PBG during implementation of the contract that may become due as **penalties for violation of rules, terms and conditions**, damages, liabilities or for other causes.

3. Safety & Insurance.

- (a) The Contractor shall follow safety procedures in all respects.
- (b) The Contractor will adhere to safe working practices and will take all safety measures necessary for safety of his workmen. He will remain responsible for the safety of his engaged persons. The Contractor should provide all necessary safety instructions, personal protective safety equipment to the persons engaged by him as applicable and required.
- (c) The Contractor shall be liable to bear all expenses/damages/compensation in the event of any injury or loss of life of the personnel engaged by him while on duty.

4. Security

- (a) The Contractor and the persons engaged by him should not have any adverse police record and should bear good character. The Police Verification and security clearance initiation for all the workmen and supervisory staff is to be ensured by

the Contractor at the time of placement of supply order. The receipt of the verification forms by the concerned Police Department will be furnished within 45 days of signing the contract.

- (b) The Contractor shall be bound by all security procedures followed at IIT Dharwad and abide by security instructions for all purposes. Workmen engaged by him will be liable for check and search by the security on duty while mustering in and out and also at the other random places and timings. Any breach/violation of security regulations in the work premises by any of the Contractor's persons shall be Contractor's responsibility.
- (c) The Contractor will be responsible for good conduct of his workmen. If any workman is found indulging in undesirable activities, he will have to be withdrawn immediately as asked by the institute and replaced with a new person.
- (d) Institute reserves right to disallow any or all of the Contractor's men from being deployed inside the institute campus without assigning any reason.
- (e) In the event of any damage to the property of the institute or life of its employees and/or their dependents the Contractor shall be liable for payment of compensation and/or prosecution in accordance with applicable law and provisions. Compensation for damage to the property of the institute will be as assessed by authorized representative(s) of the institute and shall be recoverable from the Contractor at market value.

5. **General**

- (a) The persons employed by the Contractor, will have no right whatsoever to claim permanent/temporary employment in this organization. There will be periodical as well as surprise checking of the services provided by the Contractor for the subject job by the representative of the institute. In case of default, the contract will be liable for short closure of supply order forfeiting the security deposit.
- (b) If any employee of the Contractor is found to have committed misconduct or misbehaviour, the institute at its sole discretion, may direct the Contractor to remove such employee and the Contractor shall remove such employee(s) without questioning the decision of the institute.
- (c) The personnel deployed by the Contractor will not become member of any trade union of the Institute. If the personnel employed by the Contractor indulge in union activities which affect the service obligation of the Contractor or safety and security of the Institute, the contract will be liable for termination. In the event of violation, they will be debarred from entering Institute premises and contract can also be considered for termination.
- (d) Further, the personnel deployed by the Contractor shall not engage themselves in any undesirable activities within the institute premises. They shall not indulge in any business dealings with any agency directly or indirectly associated with Institute or in trade union activities. In the event of violation, they will be debarred from entering the Institute and contract can also be considered for termination and forfeiture of the security deposit.
- (e) The personnel deployed by the Contractor shall be available at the place of work defined for them. They must not visit undesigned places without valid authorization by Institute.
- (f) No housing/accommodation will be provided by the institute to the personnel deployed

by the Contractor unless otherwise specifically provided in the contract.

6. **Indemnity Clause.**

The Contractor has to execute an indemnity bond stating "**The Contractor indemnifies IIT Dharwad of any issue arising on account of operation of provision store**".

7. The space allotted will be covered under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971, by virtue of Section 2(e)(2)(iv) of the act. It is hereby made clear that in the event of revocation of license for any reason whatsoever, including the death of the Contractor the heirs/representatives of the Contractor shall have no locus-standi to continue in occupation of the licensed premises and they are liable to vacate/be evicted forthwith.

8. In a case in which under no clause(s) of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his Security Deposit, the Director shall have the power to adopt the following course as may be deemed by him best suited to the institute. To rescind the contract (of which decision, notice in writing to the contractor by him through competent authority, shall be conclusive evidence) in which case, the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the institute. Besides, for the recovery of any amount in excess of the security money, the Institute shall be at liberty to adopt such legal recourse, as it may deem appropriate at the time.

Information to be submitted along with the bid is as follows: -

<u>Sl No</u>	<u>Criteria</u>	<u>Document produced</u>	<u>Page no of technical bid</u>
1	The bidder shall be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932 and who have their registered offices in India.		
2	The bidder should be in Provision store business for not less than two years i.e. before 31/07/2017.		
3	Bidder should be registered with Income Tax and Goods & Service Tax departments		
4	The bidder 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 to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations.		
5	The bidder should have a registered Office for Provision store at Hubballi-Dharwad		

Declaration

I/We certify that all the particulars furnished above are true and correct and based on documentary evidence, and that I/we understand that if any of the above particulars is found to be false or misleading, our bid is liable to be summarily rejected at any stage and my/our company is liable to be blacklisted/debarred by IIT Dharwad for at least 3 years.

Date:

Signature with Seal of Authorized Signatory

Place:

DETAILS ABOUT THE BIDDER / COMPANY

1.	Name and address of applicant *	
2.	Telephone No./Fax No./email address	
3.	Legal status (Attach copies of original document defining the legal status). a) One Person Company b) A proprietary Firm c) A Firm in partnership d) A limited company or corporation.	
4.	Particulars of registration with registrar of companies ESI, EPF, Goods & Service Tax etc. (Attach attested photocopies) a) Registration Number b) Place of Registration	
5.	Name and title of Directors and officers with designation who will be directly concerned with this work.	
6.	Have you or your constituent partner(s) been debarred / black listed from tendering in any organization at any time? If so, give details.	
7.	Any other information considered necessary but not included above.	

*** Complete details of clients of the tenderers must be enclosed with the Technical bid. Clients' addresses, name(s) of contact person(s) with phone numbers must be listed in the enclosure. The Tender Committee may carry out surprise visits to establishments/ facilities serviced currently by the tenderers for verification.**

SELF DECLARATION – NO BLACKLISTING

(Date)

The Assistant Registrar (C&S)
IIT Dharwad

Dear Sir,

Ref: Tender for running provision store facility at IIT Dharwad

In response to the Tender Document for running provision store facility at IIT Dharwad, I/ We hereby declare that presently our Company/ firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State / Central Government / PSU / Autonomous Body on the date of Bid Submission including violation of relevant labour laws.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be debarred from bidding in future against any other tender.

Yours faithfully,

Place:

Signatures

Date:

Name

Seal of the Organization

PRICE BID

<u>Sl. No.</u>	<u>Description</u>	<u>Rate offered (INR) per Month</u>
(A)	Monthly License Fee for running provision store facility at IIT Dharwad	

Note:-

The bidder is to acquaint himself with the scope of work, all terms and conditions & penalty details etc. of the tender document before quoting the rates. The highest bidder will be given the contract to run the provision store.

Signature of the Contractor with seal

Penalties / Fine
(The penalty will be deducted out of monthly bill payable to the contractor in case of violation/s)

<u>Violation</u>	<u>Penalty per complaint</u>
Three or more violation of any other tender term not mentioned below.	Rs.5,000/-
Selling substandard / spurious or expired items.	Rs.5,000/-
Three or more poor maintenance/tampering with institute property.	Rs.5,000/-
Three or more instances of reported use of plastic / polythene bags.	Rs.5,000/-
Three or more complaints related to cleanliness in a day/week.	Rs.5,000/-
Three or more non adherence to the timings mentioned in the tender.	Rs.5,000/-
Three or more instances of changes in listed items without permission of IIT	Rs.5,000/-
Three and more noncompliance with workers dress Code / Uniform	Rs.5,000/-
Damage to Institute infrastructure	Rs.5,000/-
Possession / consumption of alcohol / tobacco products as mentioned in RFP	Rs.5,000/-