

COST OF TENDER RS.500/- ONLY*
TENDER NO: IIITDMJ/TENDER/2015/.4.1.,dt 23/11/2015

TENDER
DOCUMENT FOR
General Store, Grocery and Stationary Shop



INDIAN INSTITUTE OF INFORMATION TECHNOLOGY
DESIGN & MANUFACTURING, JABALPUR

DUMNA AIRPORT ROAD, P.O. KHAMRIA, JABALPUR – 482005

FACT SHEET

Date of issue of Tender Documents from 24.11.15 to 16.12.15 during
working hours on working days

Date of Pre-bid conference : 30.11.15

Last date of submission of tender : 16.12.15 up to 03:00 PM

Date of opening bids : 16.12.15 04:00 PM

Contain total 14 pages. This tender document is not transferable.

*- To be paid in the form of Demand Draft drawn in favor of PDPM IIITDM Jabalpur

Pam
30-10-15

[Signature]
30/10/15

[Signature]
30-10-2015

Pandit Dwarka Prasad Mishra
Indian Institute of Information Technology
Design & Manufacturing, Jabalpur

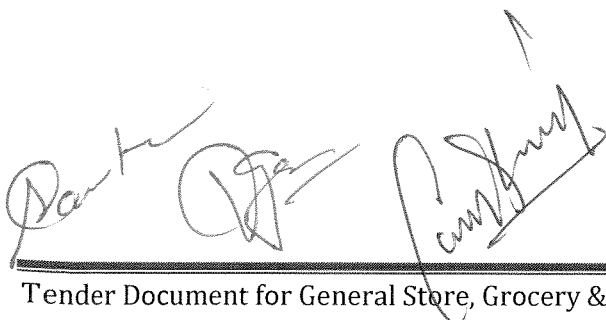
Tender Document for running General Store, Grocery and Stationary shop in the premise of PDPM IIITDM Jabalpur.

Bidding Schedule

The detailed schedule for the same is as follows:-

1. Price of Bid documents : Rs. 500/- (payable in the form of demand Draft in favour of Deputy Registrar, PDPM IIITDM Jabalpur).
2. Issue of blank Bid documents : Tender Documents will be available on the Institute's website and it may be downloaded and be sent along with required demand draft.
3. Website address for purchasing blank bid document : www.iiitdmj.ac.in
4. Amount of earnest money deposit : **Rs. 10,000/- (Rupees Ten thousand only)**

The Techno-commercial Bid should be submitted in sealed cover with "Tender for Running of General Store, Grocery and Stationary shop" super scribed on the envelope. The Bid will be opened as per the schedule mentioned above in the conference hall of the Institute, in the presence of the tenderers who may wish to be present either by themselves or through their authorized representatives. Incomplete tenders and those without proper E.M.D. and/or tender fee shall be summarily rejected. The tender details are also available on the institute websites <http://www.iiitdmj.ac.in/tenders.html>.



SECTION – I Instructions to Bidders

1. SCOPE OF WORK

- 1.1. The successful bidder shall be permitted to run the General Store, Grocery and Stationary shop on all days with a day off in week decided on mutual understanding for a period of eleven months for the use and facility of faculty members, officers, staff and students. The space for shop will be provided by institute on monthly rent as quoted by the tenderer.
- 1.2. To maintain sufficient stocks of items pertaining to General Store, Grocery and Stationary.
- 1.3. The contractor will pay every month the rent in advance to the Institute as quoted in the tender (mentioned as Annexure B), electricity and other allied charges/dues for the premise occupied for running of the shop as assessed by the Institute of local bodies. At present Institute will allot two rooms (one for outlet and one for store purpose) to the successful bidder. Furthermore, the Institute will not charge for water but the electricity charges are Rs. 8.4 per unit or as applicable in the Institute.

2. ELIGIBILITY

1. The Tenderer must submit EMD as on the date of Tender submission/Bid opening.
2. The Tenderer must not have been convicted by the court of law (He must attach duly seal & signed Annexure-C).
3. The Tenderer should submit duly signed Tender document

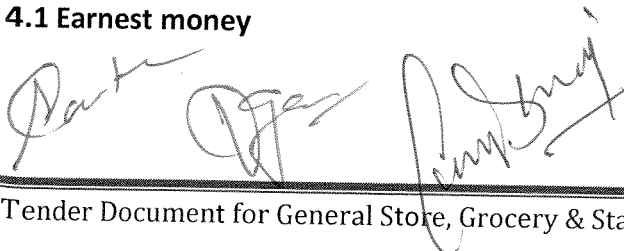
3. COST OF BIDDING

The tender bidders shall bear all the costs associated with the preparation and submission of their bid. The Institute in no case will be responsible or liable for these costs regardless of conduct or outcome of the bidding process.

4. BIDDING PROCEDURE, SINGNING AND SEALING OF BIDS

The bidder must submit his Bid in one part i.e. Techno-Commercial as mentioned below:

4.1 Earnest money



The bidders are required to submit EMD of Rs. 10,000/- (Rupees Ten thousand only) in the form of Demand Draft in favour of the Registrar PDPM IIITDM Jabalpur, payable at any nationalized bank at Jabalpur as Earnest Money. The demand draft must have been issued by a Scheduled Bank and must have been issued after date of issue of the tender. Original EMD should be attached with technical bid.

4.2 Documents establishing Bidders eligibility (Tender Bid)

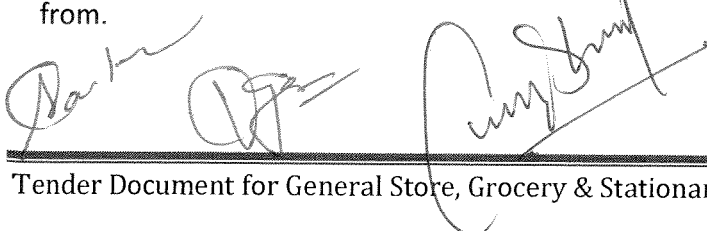
The following documents should be enclosed while submitting the tender as mentioned below.

- a) Copy of Declaration of bidder as per Annexure- C of the tender document has to be signed and attached.
- b) No conviction certificate (Annexure- C of the tender document has to be seal & signed).
- c) Signed Copy of Tender document.
- d) Duly filled prescribed Price Bid form as per Annexure B of the tender document.

4.3 Signing the Tender Document:

- a) The Bid is liable to be rejected if the required information/documents have not been furnished.
- b) Individual signing the Bid and other documents must specify whether he signs as :
 - i. A sole proprietor of the firm or constituted attorney of such proprietor.
 - ii. A partner of the firm if it is a partnership firm and in this case he must have a clear legal authority to sign, answer and admit to refer disputes to arbitration .
 - iii. Constituted Attorney, if it is a company.
- c) In case of (ii) above a copy of the partnership Deed General Power of attorney duly attested by a notary public and an affidavit to the effect that all the partners admit execution of the partnership and the General Power of Attorney be furnished.
- d) In case of partnership firm, where no authority to refer disputes concerning the business or the partnership has been conferred on any such partner, the Bid and all other related documents must be signed by every partner of the firm.

A person signing the Bid form or any documents forming part of the bid on behalf of another shall be deemed under warranty that he has authority to bind with his acts such other person. If on enquiry, it appears that the person so signing has no authority to do so, the PDPM IIITDM without prejudice to other Civil and Criminal remedies can cancel the contract and hold the signatory responsible for all costs and conveyances arising there from.



5. PERIOD OF VALIDITY OF BIDS:-

The Bids shall be valid for acceptance for at least 90 days from the date of bid opening

6. PERIOD OF CONTRACT:-

The contract shall initially be for a period of 24 months from the date of the signing of contract However, strictly on the basis of the satisfactory performance it may be extended for a period extending up to 24 months at the sole discretion of the Registrar, PDPM IIITDM Jabalpur on the terms and conditions as decided thereon by the Institute Director.

7. RIGHT TO ACCEPT/REJECT ANY BID:-

PDPM IIITDM Jabalpur reserve the right to accept or reject any bid and to annul the bidding process and reject all bids at any time without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the departmental action.

8. PERFORMANCE BANK GUARANTEE:-

The successful bidder will have to furnish a Performance Bank Guarantee for an amount of RS. 20,000/- (Rupees twenty thousand only) either in the form of Bank Guarantee valid for 30 months (As per format at Annexure- A) issued by the Scheduled Bank or through Demand Draft in favour of "PDPM IIITDM Jabalpur" payable at Jabalpur. No claim shall be made against PDPM IIITDM Jabalpur in respect of interest if any due on the Performance Security. The Performance Bank Guarantee should remain valid up to six months beyond the validity of the contract.

9. CORRUPT OR FRAUDULENT PRACTICES:-

9.1 PDPM IIITDM Jabalpur requires that bidders under this bid observe the highest standards of ethics during the procurement and execution of such contracts.

9.2 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the process or in contract execution.

9.3 "Fraudulent practice" means misrepresentation of facts in order to influence the tendering process or execution of contract, detrimental to the Institute and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Institute of the benefits of the free and open competition.

9.4 PDPM IIITDM Jabalpur will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

9.5 PDPM IIITDM Jabalpur will declare a firm ineligible, either indefinitely or for a specified period of time of award of the contract if at any time it determines that the firm has engaged in corrupt and fraudulent practices in competing for or in executing the contract.

10. PENALTY

In case the contractor fails to execute the work, a penalty will be imposed which will be decided on the merit of the complaint by the Director PDPM IIITDM Jabalpur.

11. FORFEITURE OF EMD/PERFORMANCE BANK GUARANTEE:-

The Earnest money or PBG may be forfeited if a Bidder withdraws its tender during the period of bid validity or in case of a successful Bidder, if the Bidder fails.

- a) To sign the contract in accordance with the terms and conditions.
- b) To furnish Performance Bank Guarantee as specified in the terms and conditions within specified period.
- c) To pay the penalty, if any.

12. SUBMISSION OF BIDS:-

The complete tender document may be submitted in the office either by hand or be sent through post Bids should reach before closing date. Institute is not liable for postal delay.

13. MISCELLANEOUS:-

The successful Bidder's Earnest Money will be discharged upon the Bidder execution the Contract and furnishing the Performance Security. Unsuccessful Bidder's Earnest Money will be discharged within 30 days after the expiry of the period of tender offer validity prescribed by the Institute.

14. CONDITIONS OF TENDER:-

14.1 The contract for running General Store, Grocery and Stationary shop at PDPM IIITDM Jabalpur. The duration of contract will be 24 months- first 03 months being on probation, on satisfaction of which the contract will automatically get extended for the remaining period. The contract may be terminated by either party after giving a notice of clear 30 days. During probation period a notice of only 15 days are required to be given by either side.

- 14.2 The contractor will be liable to submit the copy of Shop and establishment registration within probation period of 03 months.
- 14.3 The tenderer should give his/her full permanent as well as temporary address in tender form.
- 14.4 Every tenderer must attach DD amounting Rs. 10,000/- (Rupees Ten Thousands only) issued by any scheduled bank as earnest money in favour of the Registrar, PDPM IIITDM Jabalpur at the time of submitting his tender. Any tender which is not accompanied by the earnest money deposit would be summarily rejected. Any tender accompanied by Cheque in lieu of earnest money would be summarily rejected.
- 14.5 The earnest money deposit of the unsuccessful tenderer will be returned after 30 day from the date of opening of the tenders.
- 14.6 The earnest money of the successful tenderer shall be adjusted against security deposit/Performance Bank Guarantee of Rs. 20,000/- . The security Deposit/Performance Bank Guarantee shall be retained by the Institute for the full period of the contract and shall be refunded without any interest after the completion of the contract.
- 14.7 The earnest money/ performance bank guarantee of the successful tenderer will be liable to be forfeited as liquidated damages in the event of any evasion refusal or delay on his part in signing the agreement. The earnest money of the tenderer who intimates the Withdrawal of his tender in breach of conditions of tender/ contract and who evades or refuses to sign the Contract Bond on acceptance of his tender within a period of its validity will also be liable to forfeiture.
- 14.8 The tender will remain valid for ninety days from the date of opening.
- 14.9 No compensation will be allowed for fluctuation in the market rates of material and labour.
- 14.10 The Tenderer, who's tender, is accepted have to sign the contract within 10 days after he is required to do so, or the earnest money deposited by him will be liable to forfeiture and the acceptance of his tender may be withdrawn.
- 14.11 The conditions of contract attached should be carefully studied by the tenderer before filling the tendered rates. No claim will be entertained afterwards.
- 14.12 The successful tenderer shall be required to enter into an agreement with the institute. The conditions of contract, the conditions of tender of the successful tenderer and the letter of acceptance of the tender would form a part of the agreement to be signed. The cost of the Stamp Paper required for the agreement will be borne by the Contractor.
- 14.13 The bid will be opened on the same day at 4.00 pm in the presence of such to the tenders who may wish to be present either by themselves or through their authorized representatives.
- 14.14 The Institute reserves the right to accept or reject any tender without assigning any reason thereof.

- 14.15 The tenderer who do not fulfill all or any of the above conditions or are incomplete in any respect are liable to be rejected.
- 14.16 The tenderer shall have to sign the attached declaration (Appendix A) and if the declaration is not signed it is liable to be cancelled and the earnest money will be forfeited and the tenderer shall have no claim on the institute.
- 14.17 The tenderer in not allowed to make additions/alterations in the tender paper, such addition and alterations shall be at the tenderer's own risk and the tender is liable for rejection. Conditional tenders shall not be accepted.
- 14.18 Timings for running and opening/closing of shop will be laid down by the institute.
- 14.19 Subletting of the shop will not be permitted.
- 14.20 This contract is subject to the legal jurisdiction of Jabalpur (MP)
- 14.21 The contractor will get his employees verified from civil police. No employee/visitor will be allowed inside institute who does not have security pass issued by the Institute.
- 14.22 In case of any dispute the decision of the institute will be final and binding on both the parties.
- 14.23 Salary of shop employees shall be decided by the shop contractor with the consent/agreement between them. However he will pay minimum wages as fixed by the Government from time to time and the shopkeeper will be held accountable for violation of Minimum Wages Act/Labour Act.
- 14.24 Shops should be closed on the occasions as notified by the Registrar of the Institute. However, it may be kept open with mutual understanding between shop contractor and his employees. It should be ensured by them or they should be given a day off in lieu of holiday or given OT with a weekly off as agreed by the contractor & employees.
- 14.25 Shop contractor should pay salary, Incentives, bonus and others monetary benefits to the employees. He should pay them as applicable and should maintain record of such disbursements made by him to ensure that minimum wages are paid and there is no exploitation.
- 14.26 Institute shall provide space for the shop along with power supply but will not provide any furniture and fixture or any other such infrastructure to the contractor. The contractor shall install and arrange required furniture and fixture at his own cost as per requirement. The tenderer shall run the stores at the specified space.
- 14.27 Shop contractor should follow the labour laws of GOI and terms and conditions of this deed/agreement.
- 14.28 The bidder shall have no manner of right, title or interest in any portion of the Institute premises including any space provided for running the shop.
- 14.29 The bidder shall not sub-let/modify or carryout any alteration in the premises.
- 14.30 The Institute will have the complete rights to alter the designated place at their sole discretion.
- 14.31 The list of items proposed to be sold are detailed below, Prior approval should be obtained from the Registrar of the Institute for any additional items to be sold in the shop.

- 14.32 The tenderer shall ensure at all times to sell items of renowned brands and shall ensure maintenance of cleanliness in the matter of services, and surrounding area is kept clean and tidy at all times
- 14.33 The tenderer shall ensure at all times that the disposal of wastes and garbage is done strictly in accordance with the instructions of the management and as per the Air and Water (Pollution) Act.
- 14.34 Duration of opening shop – at least 08 hours a day (exact timings as mutually decided keeping in view convenience of the Institute).
- 14.35 At present we have 1300 students (Approx) expected to increase up to 2000 in coming years. Institute also have 110 residential quarters which are soon to be allotted.
- 14.36 The contractor shall deploy adequate number of staff.
- 14.37 The contractor will not renovate or change interiors without approval of the institute authority. If approved the cost arising out of the same will be borne by the contractor.
- 14.38 Any item in shop, its selling price should not be more than MRP price.

ITEM WHICH CAN BE SOLD IN THE GENERAL STORE, GROCERY AND STATIONARY SHOP

- | | |
|----------------------------------|------------------------------------|
| 1. TOOTH BRUSH, PASTE, POWDER | 21. PLASTIC, Utensils |
| 2. FACE POWDER, COSMETIC ITEMS | 22. CHAPPELS |
| 3. BATH SOAPS | 23. DISPOSABLE CUPS/PLATES |
| 4. WASHING SOAPS, DETERGENTS | 24. GREETING CARDS |
| 5. COMBS | 25. SUGAR / GLUCOSE |
| 6. HAIR OIL, SHAMPOO | 26. BUTTER/JAM/MASALA POWDER |
| 7. SOAP NUT POWDER | 27. GIFT ITEMS/TOYS etc. |
| 8. PICKLES, SAMBAR ITEMS | 28. CHOCOLATE (Company packed) |
| 9. SHAVING CREAMS, SOAPS | 29. CHICKEN/WAFERS/CHIPS ETC. –do- |
| 10. SHAVING BLADES | 30. DRY FRUITS –do- |
| 11. MOBILE RECHARGE COUPON | 31. BISCUITS –do- |
| 12. ENERGY DRINKS/PROTEIN POWDER | 32. UMBRELLA |
| 13. NOODLES | 33. MOBILE PHONE SETS |
| 14. TOWELS/BED SHEETS | 34. PURSE/BELTS/BAGS ETC. |
| 15. MILK POWDER, BADAM POWDER | 35. TORCHES |
| 16. COFFEE, TEA POWDER | 36. WATCH/REMOTE BATTERIES |
| 17. CANDLES | 37. Other Grocery Items |
| 18. MATCH BOXES | 38. Stationary Items |
| 19. SAFETY PINS | |
| 20. MOSQUITO COILS/MATS | |

(ANY OTHER ITEMS WITH THE PRIOR APPROVAL OF THE REGISTRAR OF THE INSTITUTE) Only standard brands can be used for sale of above items.

SECTION – II

Conditions of Contract

1. PERFORMANCE BANK GUARANTEE

The amount of Performance Bank Guarantee shall be liable to be forfeited if performance found unsatisfactory. The Performance Bank Guarantee is also liable to be forfeited if the contractor.

- (i) Fails to adhere to the terms of the Contract.
- (ii) Delays in execution of work.
- (iii) Over charges.
- (iv) Fails to maintain Cleanliness and involves in selling items other than contracted for.


2. TERMINATION FOR DEFAULT

The Institute may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder terminate the contract.

- (a) If the bidder fails to provide any or all of the services within the period(s) specified in the contract.
- (b) If the bidder fails to perform any other obligation(s) under the contract.
- (c) If the bidder, in the judgment of the Institute has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- (d) If contractor found selling intoxicating items i.e. Tobacco product, liquors gutkha etc

3. ARBITRATION

The contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision where of not here in other wise provided for) shall arise between the Institute and the Bidder in connection and whether before or after the termination, abandonment or breach of the contract, shall be referred to and settled by sole arbitration of the Director, PDPM IIITDM Jabalpur who shall give written award of his decision to the Bidder. The decision of the Director, PDPM IIITDM Jabalpur will be final and binding.



ANNEXURE – A

PERFORMANCE BANK GUARANTEE (PBG) (For an amount of Rs. 20,000/-)

To,
The Director
PDPM IIITDM Jabalpur

WHEREAS (Name of successful bidder) -----hereinafter called "Successful Bidder" has undertaken, purchase Contract No.----- dated----- to (Description of Services) hereinafter called "the Contract" in pursuance of Tender Document dated----- issued by -----.

AND WHEREAS it is one of the terms of the tender document that the successful bidder has to submit a performance bank guarantee by a scheduled bank for entering into a contract.

AND WHEREAS it has been stipulated by you in the said contract that the successful bidder shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for the compliance with the successful bidder's performance obligations in accordance with the contract.

AND WHEREAS we have agreed to give guarantee for the successful bidder:-

1. THEREFORE WE hereby affirm that we are guarantors and responsible to you up to a total sum of Rs. 20,000/- (Twenty thousand only) and we undertake to pay you, upon your first written demand declaring the successful bidder to be in default under the contract and without demur cavil or argument, any sum or sums within the amount as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.
2. A letter from your office that the successful bidder has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the contract shall be conclusive, final and binding on us. We further agree that you shall be the sole judge as to whether the successful bidder is in default in due and faithful performance of its obligations under the contract any your decision that he is in default shall be final and binding on us notwithstanding any difference between you and successful bidder or any disputes between you and him pending before an Arbitrator or any other court or tribunal or authority.

3. In order to give effect to this guarantee you shall be entitled to act as if we are the principal debtor and any change in our constitution or that of successful bidder shall not, in any way, or manner affect our liability or obligation under this guarantee.
4. You shall have liberty, without affecting in any manner our liability under this guarantee, to vary at any time, the terms and conditions of the contract or to extend the time or period for compliance or to postpone for any time the exercise of any of your rights or enforce or forebear from enforcing any of the terms and conditions of the contract and we shall not be released from our liability or obligation under this guarantee by any exercise of such liberty by you or other forbearance, indulgence, act or omission on your part.
5. We undertake not to revoke this guarantee during its currency.
6. This guarantee shall come into force with immediate effect and shall remain in force and effect for a period of 30 months or until it is released by you pursuant to the provisions of the contract.

Signed and sealed this day of ----- at -----

SIGNED, SEALED AND DELIVERED For
And on behalf of (Name of the bank)

By:

Signature

(Name -----)

Designation -----

Address -----

ANNEXURE – B

Tender document for running General Store, Grocery and Stationary Shop in the premises of PDPM IITDM Jabalpur.

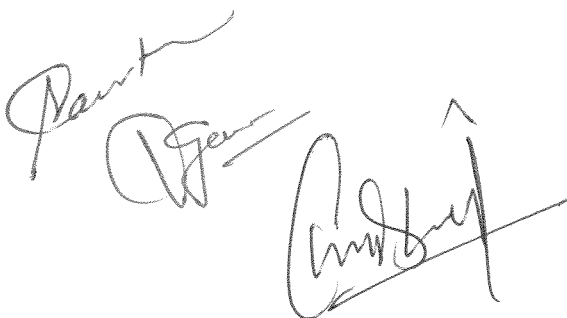
1. Tenderer will quote the rent of the space allotted for the shop (Minimum rent should not be less than Rs. 2000/-)
2. In case of any discrepancy in quoted price in figure and words, rates quoted in words will prevail.
3. In case same highest rates quoted by more than one tenderer, all such tenderers would be called for quoting another higher rate and a decision will be taken based on such quoted rates.
4. Check List-
 1. Annexure C
 2. Duly Signed Tender document.

PRICE BID

In INR

Rent per month (In figures)	
Rent per month (In words)	

Seal & Signature of tenderer



ANNEXURE – C

Tender document for running General Store, Grocery and Stationary Shop in the premises of PDPM IIITDM Jabalpur.

Declaration of Bidder

From:

Complete address of the bidder

With Phone/Fax & Mobile No.

To

The Registrar

PDPM IIITDM Jabalpur

Dear Sir,

1. I / we have understood the Instruction to the Bidders and Condition of Contract and fully accept them.
2. I / we agree to abide all terms and conditions mentioned in contract.
3. My / our firm has not been convicted by the law of court.
4. My / our firm has not been blacklisted/barred by any Government organization/ Autonomous body/PSU.

SIGNATURE OF WITNESS

NAME

ADDRESS:

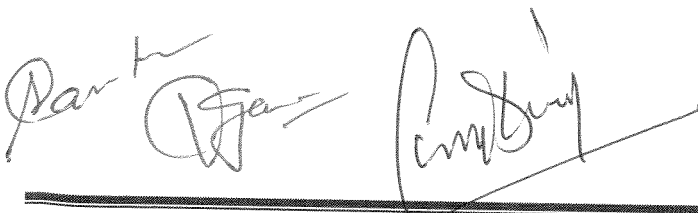
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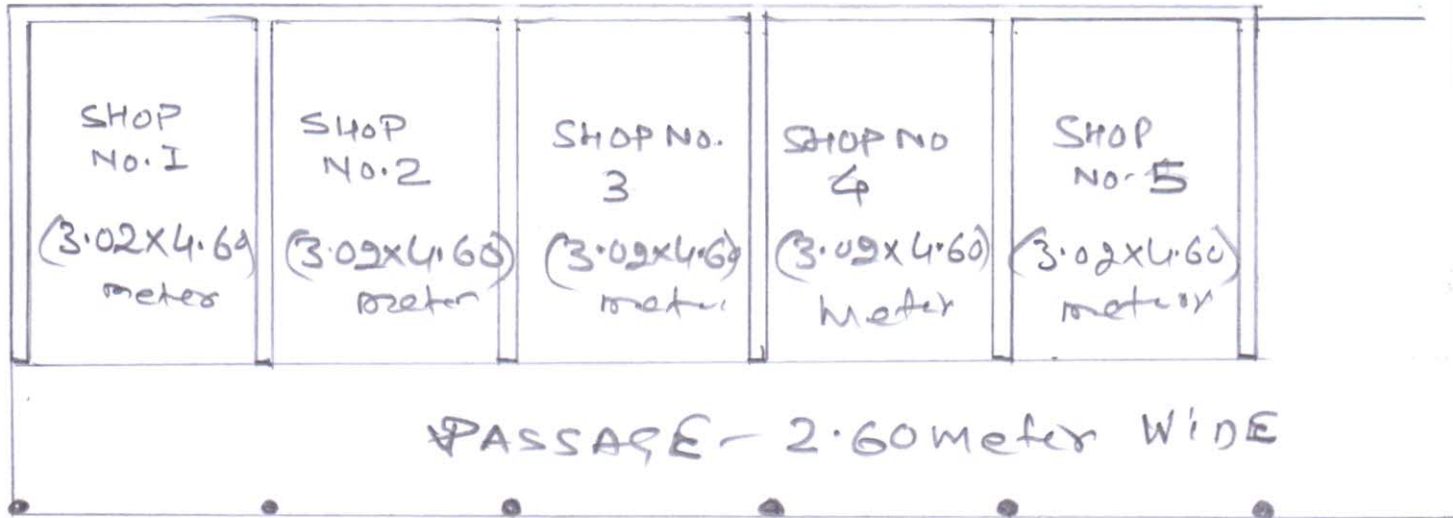
SIGNATURE OF BIDDER

NAME

ADDRESS:

DATE: .../.../.....





PLAN OF SHOPS
(AT HALL OF RESIDENCE-I)