# Indian Institute of Information Technology Design and Manufacturing Kurnool

An Institute of National Importance Funded by the Ministry of Education, Government of India.



# NOTICE INVITING TENDERS FOR

# Establishment, Operation, Maintenance And Comprehensive Management of IIITDM Kurnool Super Market At IIITDM Kurnool, Kurnool, Andhra Pradesh.

Tender No: IIITDMKNL/2022-23/OT/Super Market/35, Dt. 22/02/2023

Telephone: 08518-289115

E-mail Id : purchase@iiitk.ac.in

Website: www.iiitk.ac.in

#### DISCLAIMER

- 1. The information contained in this Tender document or subsequently provided to Bidders, whether in the document or verbal or any other form by or on behalf of Indian Institute of Information Technology Design and Manufacturing Kurnool (IIITDM Kurnool) by any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this Tender document and such other terms and conditions subject to which such information is provided.
- **2.** The purpose of this Tender document is to provide interested parties with information that may be useful to them in eliciting their proposals according to this Tender document. This Tender document may not be appropriate for all persons, and it is not possible for the Institute, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender document.
- **3.** This Tender document includes statements, which reflect various assumptions and assessments made by the Institute in relation to the Contract. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require.
- **4.** The assumptions, assessments, statements and information contained in this Tender document, may not be complete, accurate, adequate or correct. Each Tenderer should, therefore, conduct his/her own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender document and obtain independent advice from appropriate sources.
- **5.**Information provided in this document to the Tenderer(s) is on a wide range of matters, some of which depend upon the interpretation of the law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Institute accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- **6.** The Institute, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way in this Tender Stage.
- 7. Institute reserves the right to reject any or all the tenders at any stage or accept them in part or reject the lowest tender without assigning any reason thereof and the decision of the Institute in this respect shall be final.

Registrar

#### **<u>1. PREAMBLE</u>**

#### Tender No: IIITDMKNL/2022-23/OT/Super Market/35

Indian Institute of Information Technology Design and Manufacturing Kurnool (IIITDM Kurnool) invites Open Tenders for the Establishment, Operation, Maintenance And Comprehensive Management Of IIITDM Kurnool Super Market At IIITDM Kurnool, Kurnool, Andhra Pradesh as specified in the following scope of Work. Those having experience in running such a supermarket/departmental Store/shop, or possess the necessary professional expertise and are looking for such an opportunity, are eligible to apply.

a) Scope of Work: "Establishment, Operation, Maintenance And Comprehensive Management Of IIITDM Kurnool Super Market At IIITDM Kurnool, Kurnool, Andhra Pradesh". as per the terms & conditions outlined in this tender document.

# Tender Title: "Establishment, Operation, Maintenance And Comprehensive Management Of IIITDM Kurnool Super Market At IIITDM Kurnool, Kurnool, Andhra Pradesh".

- b)
- c) The tender document can be downloaded from either Central Public Procurement (CPP) Portal http://eprocure.gov.in/epublish/app or the Institute website www.iiitk.ac.in.
- d) The tenders can either be dropped in the Tender Box in the Administrative Building of the Institute or sent by Indian Speed Post / Registered Post only to the address given below.
   To,

# Registrar, IIITDM Kurnool, Jagannathagattu, Kurnool-518008.

#### The Institute will not take any responsibility for postal delays.

e) The following are the critical timelines of this Tender:

S. No.	Particulars	Date & Time
1	Date of Publication & Download of Tender	22 Feb. 2023
2	Bid submission Start Date	22 February 2023 onwards
3	Bid submission End Date & Time	01 March 2023 (Wednesday) Till 02:00 PM
4	Opening of Techno Financial Bid	01 March 2023 (Wednesday) At 02:30 PM

- f) Interested bidders are welcome to visit the Institute Campus physically to have a look at the proposed site.
- g) Queries, if any, can be made through e-mail only to <u>purchase@iiitk.ac.in</u> on or before the Pre-bid meeting. Queries received via any other mode shall not be entertained. The queries should only be sent in the following format on the official letterhead of the company.

S. No	Page No (tender Ref)	Clause (Tender Ref)	<b>Description (Tender Ref)</b>	Query

- h) If there is any addendum/corrigendum related to the Tender, it shall only be published on the Institute website. The Bidders are advised to check the Institute website regularly. No other mode of notice will be given.
- i) The Bidders are requested to submit the bids after the issue of clarifications duly considering the changes made, if any. Bidders are totally responsible for incorporating/complying the changes/ amendments issued, if any, during a pre-bid meeting in their bid.
- j) Bidders need to submit **self-attested** hard copies of relevant documents. All documents submitted by the vendors will be verified by IIITDM Kurnool.
- k) Bidders are requested to follow Institute Website for updates/ Corrigendum on the Tender
- 1) If the last date of receiving/opening of the bids coincides with a holiday, then the next working day shall be the receiving/opening date.

Date: 22 Feb. 2023

## 2. EARNEST MONEY DEPOSIT (EMD) AND PERFORMANCE GUARANTEE

 a) The Bidders are required to pay Earnest Money Deposit (EMD) as specified below in the form of DD/ Banker's Cheque, drawn from any nationalized bank in favour of "The Director, IIITDM Kurnool, Kurnool, Andhra Pradesh", payable at SBI, Nandyal Road Branch, Kurnool- IFSC Code SBIN0021660.

	Tender Processing Fees (Non-Refundable)	Earnest Money Deposit (EMD) (Refundable)	Performance Guarantee
Amount	NIL	Submitting Bid Security Declaration as per Annexure-IV or ₹. 2,000/-	Rs. 20,000/- (Rupees Twenty Thousand Only)
Validity		With a validity period of 90 days beyond the opening of the Technical bid	Contract period + minimum 2 months extra

- b) Bids received without EMD or Bid Security Declaration as per Annexure-IV shall be summarily rejected.
- c) The Successful Bidder shall furnish a **Performance Guarantee** (as per the template in **Annexure-VI**) in the form of Bank Guarantee from any nationalized bank within a **Week period of Letter of Award (LOA).** The validity period and amount of Performance Guarantee are specified in the above table.
- **d**) EMD of Bidder shall be forfeited if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of his/her bid.
- e) Further, if the successful Bidder fails to furnish the Performance Guarantee within the specified period, his/her EMD shall be forfeited.
- f) In case the Bidders / Successful Bidder(s) are found in breach of any condition(s) at any stage of the tender, EMD / Performance Guarantee shall be forfeited.
- **g**) In cases of d, e and f, apart from forfeiting EMD/Performance Guarantee, the Institute may initiate any penal action against the Bidder/successful Bidder, which the Competent Authority deems it to be fit.
- **h**) EMD will be returned to Unsuccessful Bidders without any interest whatsoever, after opening of financial bids.

### 3. METHOD OF SUBMISSION OF BIDS

- a) The bids should be filled in Single bid formats (Technical Bid and Financial Bid) with all the required documents as enclosures in separate sealed covers
- b) There should be the main envelope, called a Master envelope, and three more envelopes, namely: Envelope-1, Envelope-2, and Envelope-3.
  - i. Envelope-1: Superscribed as "EMD for Establishment, Operation, Maintenance And Comprehensive Management Of IIITDM Kurnool Super Market At IIITDM Kurnool, Kurnool, Andhra". The Demand Draft/Banker's Cheque / EMD exemption declaration (Annexure-IV) towards EMD should be kept in this envelope and sealed.
  - Envelope-2: Superscribed as "Technical Bid for Establishment, Operation, Maintenance And Comprehensive Management Of IIITDM Kurnool Super Market At IIITDM Kurnool, Kurnool, Andhra". The complete tender document (downloaded from the website) along with the required supporting documents needs to be spiral-bounded and should be kept in this envelope and sealed.
- iii. Envelope-3: Superscribed as "Financial Bid for Establishment, Operation, Maintenance And Comprehensive Management Of IIITDM Kurnool Super Market At IIITDM Kurnool, Kurnool, Andhra". The Financial Bid (as per the template in Annexure-V) should be kept in this envelope and sealed.
- c) All the documents in Envelopes 2 and 3 should be duly signed by the Bidder with the stamp of the firm.
- d) All these three envelopes, Envelope-1, 2, and 3 should be kept in the **Master envelope**.
- e) The master envelope should be super-scribed with "Establishment, Operation, Maintenance And Comprehensive Management Of IIITDM Kurnool Super Market At IIITDM Kurnool, Kurnool, Andhra.".
- f) Incomplete bids or bids not submitted in the prescribed format are liable for rejection. Also, the Bids received after the due date and time shall be summarily rejected.
- g) The Bids should be valid for a period of 120 days from the date of opening of the Technical Bid.

# **4. ELIGIBILITY CRITERIA**

- a) Bidder must be a firm/ Proprietor/ company that should be registered with appropriate authorities at least 3 years before the date of issue of this tender. (self-attested copy)
- b) The bidder should have GST certificate at least 3 years before the date of issue of this tender. (**self-attested copy**)
- c) Bidder must have a PAN Card (self-attested copy).
- d) Bidders must have an Experience of at least Three years in Operation, Maintenance and Comprehensive Management of a comparable Departmental Store/ supermarket/ provisions shop/ daily need shop / franchise of FMCG items; (self-attested copy).
- e) Bidders should have a valid Shops & Establishment License to run a commercial business/ shop to sell daily needs/FMCG items. (self-attested copy).
- f) Should have an annual turnover of at least Rs.10.00 lakhs. Audited Balance Sheet along with Profit & Loss Statement of latest three financial years (F/Y 2019-20, 2020-21 & 2021-22) has to be enclosed along with the technical bid to prove the financial capability of the bidder. (**self-attested copy**).
- g) A declaration undertaking on the Letterhead of the Bidder/Agency that all the terms and conditions as given in the tender document are acceptable and the Agency has not been blacklisted by any of the organization at any point of time and no criminal case is pending against the said firm/agency (**as per the template in Annexure III**) should be given.
- h) Each page of the Tender document along with all other submitted documents must be duly signed by authorized signatory with Bidder's company seal and initial, otherwise, the document will be invalid. (Power of attorney, if any, to be submitted)
- An undertaking on the Letterhead of the Bidder/Agency w.r.t. "Certificate for non-participation of Near Relative". (As per Annexure – VII)

Note: - The bidders should submit all the required documents for the above listed eligibility criteria, failing which their bid will be treated as invalid or cancelled.

Name and Signature of Bidder with Seal

## **5. EVALUATION PROCEDURE**

- a) The Techno Financial Bids will be opened as per the specified date and time in the presence of Bidders, who may like to be present in the Purchase section of the Institute.
- b) A Committee duly constituted by the Competent Authority would evaluate the bids submitted by the Bidders.
- c) Prior to the detailed evaluation, the Institute will determine the substantial responsiveness of each bid to the Bid document. A substantially responsive bid is one that conforms to all the terms and conditions of the bidding/Bid document and is without any material defects and deviations. Deviations from, or objections or reservations to critical provisions such as those concerning qualification/eligibility criteria, availability of facilities and amenities as needed, availability of government/statutory approvals and clearances, ready and explicit willingness to accept and honor the terms and conditions of contract, etc. will be deemed to be material deviations.
- d) The base license fee fixed is @ Rs.2,000/- per month for providing the license to use the earmarked premises inside the IIITDM Kurnool campus, on a as is where is basis to run the IIITDM Kurnool Supermarket.
- e) Selection of successful licensee shall be based on the HIGHEST QUOTEE of monthly License fee in the financial bid document. The highest quoted amount MORE than the base license fee indicated above will be treated as the successful bidder and awarded the license.
- f) The license fee if any quoted less than that the fixed base license fee will be treated as invalid quote and summarily rejected.
- g) The license fee quoted above the base license fee should be in round figure only (no decimal points or paisa will be considered). If any such quote is there, the paisa / decimal point will be converted to the next highest rupee for all purposes.
- h) In case of a tie between the quotes, the tie-breaker will be on the following parameter: The bidder who has more financial stability the bidder who has more average annual turnover taken together the past three financial years as mentioned in eligibility criteria above will be awarded the bid.
- i) The licensee has to pay the monthly license fee in advance at the agreed/ordered rate within 05th calendar day of every month to the Institute.
- j) A penalty @ Rs.100/- per day will be levied in case of delayed remittance of monthly license fee/Water Charges/Electricity Charges beyond 05th Calendar day of every month. If the contracted licensee/contracted service provider fails to remit the license fee for a period of more than 03 (three) months at a stretch, a penalty of one-month license fee will be levied along with the pending applicable license fees, failing to pay the penalty and the pending payable fees, the amount shall be recovered from the caution money deposit without any further notice to the licensee.
- k) Outstanding dues/any adjustment of dues or cost of damages to the property, if any shall be recovered from the Caution Money deposit on expiry of the contract period.
- 1) If a bid is not substantially responsive, it will be rejected by the Institute and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- m) The Financial bids of those Bidders who are technically qualified in the Technical Evaluation only shall be opened, by giving prior intimation to the technically qualified bidder for the date and time of the Finance Bid opening.
- n) The Financial Bids will be opened as per the specified date and time in the presence of Bidders, who may like to be present in the Purchase section of the Institute.
- o) The Contract will be awarded to the H1 Bidder, i.e. the bidder who quotes the highest License Fee among all the technically qualified bidders. The decision of the Director, IIITDM Kurnool, Kurnool, Andhra Pradesh, is final in this regard.

- p) The Bidder should quote the License Fee in the financial bid in figures as well as in words.
- q) Bids with revised/modified rates/offers after the opening of the Bids shall be summarily rejected and the entire Earnest Money Deposit (EMD) submitted with the Bid shall be forfeited.
- r) The Bid is not transferable under any circumstances.
- s) Telegraphic, conditional or incomplete Bids shall not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the Bidder.
- t) Institute reserves the right to reject any or all the Bids at any stage or accept them in part or reject the lowest Bid without assigning any reason thereof and the decision of the Institute in this respect shall be final.

#### Visit to Bidder's Business Outlet(s):

Complete details of provision shop(s) operated by the bidders must be enclosed with their respective Technical bids; the name of the contact person with phone numbers must be printed/ written on the envelope. Inspection committees if needed may carry out surprise visits to the Departmental shop(s) run by the bidders and their reports will form valuable input for the shortlisting process.

I/we accept all the terms and conditions of the Bid notice.

Date.....

Place.....

Name and Signature of Bidder with seal

#### 6. DETAILED SCOPE OF WORK AND OTHER TERMS AND CONDITIONS

NAME OF WORK:	ESTABLISHMENT, OPERATION, MAINTENANCE AND COMPREHENSIVE
	MANAGEMENT OF IIITDM Kurnool SUPER MARKET AT IIITDM Kurnool CAMPUS.

**LICENSE PERIOD :** For 03 (three) years from the date of commencement of business by the service provider. Extendable to another 02 (two) years on mutual consent.

**Details of the work:** The Director, Indian Institute of Information Technology Design and Manufacturing Kurnool invites tender for Establishment, Operation, Maintenance and Comprehensive Management of the supermarket at area earmarked for the purpose located within the campusof IIITDM Kurnool, conforming to the specifications given in the schedules here. Those having experience in running such a supermarket/departmental store/ shop, commercial complex, stores selling FMCG, grocery, stationery items and possess the necessary professional expertise and are looking for such an opportunity, are eligible to apply.

The successful agency/bidder/licensee will be responsible for the establishment, operation, maintenance and comprehensive management of the supermarket in the area earmarked and allotted to them on an agreed monthly license fee payable to the institute by the licensee. The licensee will procure, transport, stock, employ required workers and will sell the required FMCG, daily needs, grocery, stationery items etc., at the institute supermarket to the students, hostelers, employees, families staying at the quarters on a cash/paid and carry.

#### Quote Price & other conditions:

The prices of each and every item being sold in the supermarket at IIITDM Kurnool should not befor any reason more than the MRP printed on the respective covers/packages.

Absolutely no item for which the expiry date is already over should be stored or sold in the supermarket. Products sold should of good quality. Any sub-standard, poor quality items shall be stored or sold. If any violation of this is found during surprise visits, immediately the license will be cancelled and the shop will have to be vacated without any notice period.

If any items like rice, wheat, pulses, millets, other grocery items, masala items etc., are sold in loose (unpacked), it should be of good quality, fresh, absolutely free from insects, worms etc., and the rate fixed for that items should not be more than that available in the open market. However, all type of edible oils, ghee, butter, curd, milk, vanaspathi etc., should not be stored or sold in loose.

For all stored, packed items, FMC goods, stationery, office need items, the seller should invariably provide a standard discount of MINIMUM OF 10 (TEN) PERCENT on the MRP printedon the respective item.

All stationery items/office needs should be stocked for the use of the students and procurement by the departments, if needed. The licensee should provide the maximum possible discounts on all stationery and office needs items. The competent authority of IIITDM Kurnool shall nominate an officer/a committee to negotiate and fix the percentage of discount on each stationery item/office needs stocked and sold in the IIITDM Kurnool supermarket. The licensee should abide by this specific condition and to the discount proposed/mutually agreed upon.

All Tobacco items, intoxicating drugs, liquor, any beverage containing alcohol mixed in it, highly combustible items, and such barred items are strictly banned. These types of items should not be stored or sold in the IIITDM Kurnool supermarket. Violation of this instruction will render cancellation of the license, vacating the shop without any notice period, the security deposit will be ceased and also the shop owner will be liable for legal action.

IIITDM Kurnool shall provide the following for running the supermarket : a) A permanent, RCC top building of plinth area around **150 Square Meter.** The area is situated in the Lower Ground Floor of Dr. Sarvepalli Radha Krishnan Hostel (SRKH), IIITDM Kurnool. b) IIITDM Kurnool will provide water for basic activities and an amount of Rs. 200/- per month will be charged for Water c) Electricity will be charged from the contractor for actual consumption as per the market rate. Every effort must be exercised by the tenderer to minimize electricity and water usage and desist from 1. unnecessary usage. The supermarket should remain opened from morning 07.00 am to till night 09.00 pm on adaily basis. The Institute reserves the right to modify the Timings for the opening of the Supermarket. The licensee shall employ their workers accordingly to keep the supermarket opened on all days (including all Saturdays, Sundays, festival days, except on national holidays) in view of the requirement of students, hostelers, employees, families staying in the quarters. However, the licensee will have to abide by all the statutory norms and conditions as per the government instructions in following working hours for the workers, holidays, shifts, facilities to be provided to the workers, their wages etc. The contract shall be valid initially for a period of **three years** from the date of award of the contract. The license fee agreed will not attract any GST on either side, as per the existing rules in vogue. However, in case of subsequent orders/instructions from the Govt of audit authorities if any for levying GST on the license fee also, it will be payable by the vendor on a monthly basis at the applicable rate, as per rules. The license fee will remain un-charged during the initial license period of 03 (three) years. The contract could be renewed further for on an yearly basis for another 02 years with 10% increase in the license fee for every year and other terms and conditions on the mutually agreed basis, but depending upon satisfactory services of the Tenderer. Thus, the maximum period of contract will not be exceeding totally 05 years. However, during the period of contract, the Competent Authority of IIITDM Kurnool reserves the right to order to vacate the premises by issuing a notice period of 3 (three) months. The contractor has to abide by this condition. However, he can at his discretion can also vacate the premises within prior intimation of 03 (three) months, failing which the three month's license fee will be deducted from the security/caution money deposit and the balance canbe refunded, after adjusting all other applicable/outstanding dues payable by the vendor. The selected licensee will deposit a sum of Rs. 20,000/- (Rupees Twenty Thousand only) as Caution Money deposit to IIITDM Kurnool in the form of Demand Draft or FDR drawn in the name of Director 2. IIITDM Kurnool and payable at Kurnool. The caution money will be released after the successful completion of the contract period, subject to the terms and conditions, without any interest to the licensee, following due procedures. Caution Money deposit should be remitted within 7 working days from the date of issuance of the letter of intent/award of contract and the keys of the property can be obtained from the institute. **Termination of Contract:** 1. Either party may terminate the contract by giving a three months' notice to the other party without assigning any reasons, whatsoever. 2. The licensor/IIITDM Kurnool shall be at liberty to terminate the license immediately of the allotted premises and also forfeit caution deposit for any breach of the Terms and Conditions of the Tender Document/Agreement besides also on the following grounds: a) Sale or storage of banned drugs/alcoholic material/items, tobacco products, narcotics and psychotropic substances within the IIITDM Kurnool Campus b) Sale of substandard goods/overcharging of price more than MRP or in an exorbitant rate of any commodities as compared to the local market rates. c) During the entire period of contract, for all stored, packed items, FMC goods, stationery, office need items, the seller should invariably provide a standard discount of MINIMUM OF 10 (TEN) PERCENT on the MRP printed on the respective item, failing to comply with this provision lead to termination of contract.

	The supermark et which holds the license for the operation of the facility, shall fulfill the
	following responsibilities regarding cleanliness and sanitation:
3.	a) Hygiene and sanitation standards should strictly comply with FSSAI regulations and/or prevalent norms. Compliance to the hygiene standards will be checked periodically. Non-compliance to
5.	hygiene standards will be sufficient reason to terminate the contract.
	b) Keeping the premises and surroundings neat, clean and hygienic. Periodic Fumigation as
	per laid down norms.
	The shop's performance will be monitored on a regular basis by the Competent Authority or the authorized
4.	officers of the Institute. Meetings whenever scheduled to discuss on the issues and scope to improve the
	services should be attended by the Licensee/authorized representative of the licensee. All instructions will be notified to the tenderer who must strictly comply with the same.
	The shop shall not assign, sublet or part with the possession of the licensed premises and properties
5.	of the Institute therein or any part thereof under any circumstances.
	On expiry/termination of the license, the tenderer must vacate the licensed premises promptly. All
7.	fixtures, furniture, etc. which are properties of IIITDM Kurnool should be handed over to the Institute
/.	in good and tenable conditions. The cost of repair charges incurred following mishandling and/or
	willful damage (except normal wear and tear) will be deducted from the caution deposit.
	The licensee should not construct or make any permanent structural/electrical alterations or install
	additional fittings inside the premises of the work place without prior approval from the Institute. Neither the licensee shall break or alter any partitioning wall(s), passages, staircases, entrance doors etc., without
	prior written approval.
	However, the licensee may set up soft partitions, temporary racks etc., inside the building and is permitted
	to set up pre-fabricated sheds, temporary partitions, roofing etc., on the open space available on both the
	sides of the buildings. Such temporary structures will not be of any hinderance to the movement of students,
8.	hostelers, employees, vehicle movements etc., inside campus. Before setting up of any such temporary partitions, pre- fabricated sheds, partitions etc., or breaking/altering
	the partitioning walls(s), passages, stair cases, entrance doors etc., the vender will submit the proposal with
	designs etc., to the Estate Section of IIITDM Kurnool for prior approvals.
	If any such modifications/alterations which are caused even after the approval of the institute authorities,
	upon vacating the premises after the license period or in case of termination of contract period etc., it will
	be the sole responsibility of the licensee to re-alter them, as per the directions of the Estate Section of
	IIITDM Kurnool. Failing which, the applicable amount as calculated as per the rules will be deducted from
	the caution deposit. Employment of child labor, defined as per relevant laws is strictly prohibited. The contract will
9.	be terminated with immediate effect if those laws are violated.
	The shop shall maintain a register with name, age and address of all their employees working at
10.	IIITDM Kurnool premises and submit the same to the administration in a prescribed format after
	obtaining contract. The shop must report any changes in their list of employees to the administration immediately following changes.
	The shop shall arrange to obtain security passes from the Security Section of IIITDM Kurnool for all
	their employees and issue the same to them. No employee must stay in the premises of IIITDM
11.	Kurnool after working hours. The shop must obtain the necessary written permission from the
	competent authority to enable overnight stay of their employees in the campus at times of exigencies.
	The facility cannot also be used for the accommodation of staff when they are not on duty.
	Smoking, consumption/distribution of alcohol, use of pan and gutka, and drug/substanceabuse by
12	the employees is strictly prohibited. Safety standards should be maintained. Fire extinguishers, sand
	buckets, should be installed inaccessible places and should be in working condition. List of emergency
	numbers should be displayed in a prominent place. First aid measure should also be available for emergencies.
	All expenses related to the employees engaged by the shop shall be borne by the Tenderer/Licensee. In
13	case of any accident or mishap to any employee of the shop, the Institute and its functionaries shall not be
	held responsible/liable in any manner whatsoever.
	The shop is solely responsible for the payment of minimum wages, ESI and EPF for their
	employees as per the Government of Andhra Pradesh and Government of India norms as
14	applicable and should meet any other statutory and non-statutory benefits/obligations. The shop shall
1-1	not pay differential wages based on gender, caste, community or on linguistic basis. The record of
	duty hours and pay structure must be maintained as per rules for inspection by the government
	authorities.

The licensee will not Indulgence in any illegal activity/occupation/illegal groupses, other than the purpose for which premises have been allotted.           The licensee will not do or allow their employees to indulge in Gherao/blocking of any IIITDM Kurnool building/properties or officer/official and demonstration or taking out procession within the Institute premises.           The licensee will be responsible that their workers are well behaved, courteous to the employees, students, families of IIITDM Kurnool. The Character and antecedents of the workers deployed are verified prior to their deployment and the polic verification certificate obtained. The same has to be submitted to the administration. Any change in their workers should be notified and their verified antecedent details are handed overto the administration.           The contract may be terminated in terms of any provisions stipulated elsewhere in the 15 Contract or not mentioned explicitly but for violation of any rules. In case, the contract is terminated or it comes to an end by efflux of time, the contractor shall handover the vacant possession of the licensed premises immediately. Failure to handover thevacant possession of the premises a aboute possession of the premises licensed under this contract from the tenderer and saure shall not be subject to challenge. All the goods belonging to the tenderer in such circumstances shall be deemed forfeited there from and may be sold or put to auction at the discretion of the department. The department may, if it so desires, proceed against the tenderer in terms of provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 since the entire premises is governed by the provisions of the said Act in case of non handing over its possession to IIITDM Kurnool. as aforesaid.           The shop shall be responsible for the proper conduct and behavior of the emplo			
<ul> <li>Kurmool building/properties or officer/official and demonstration or taking out procession within the Institute premises.</li> <li>The licensee will be responsible that their workers are well behaved, courteous to the employees, students, families of IHTDM Kurnool. The Character and antecedents of the workers deployed are verified to the administration. Any change in their workers should be notified and their verified antecedent details are handed overto the administration.</li> <li>The contract may be terminated in terms of any provisions stipulated elsewhere in the</li> <li>Contract or not mentioned explicitly but for violation of any rules. In case, the contract is terminated or it comes to an end by efflux of time, the contractor shall handover the vacant possession of the premises aroresaid, would render the tenderer to pay a penal rent to the department as fixed by the department.</li> <li>IIITDM Kurnool shall further be within its absolute rights to enter the premises aroresaid, would render the tenderer to pay a penal rent to the department as fixed by the department.</li> <li>IIITDM Kurnool shall further be within its absolute rights to enter the premises and assume absolute possession of the premises (Eviction of Unauthorized Occupants) Act, 1971 since the entire premises is governed by the provisions of the said Act in case of non handing over its possession to IIITDM Kurnool, as aforesaid.</li> <li>The shop shall carry out periodic cleaning of fixtures (including lights, fans, etc.). The maintenance of the tools and equipment provided by IIITDM Kurnool shall be taken care of by the tenderer and range should be waste has to be segregated at source (by not mixing with biodegradable and Non-biodegradable waste has to be segregated at source (by not mixing with biodegradable and Non-biodegradable waste has to be segregated at source (by not mixing with biodegradable and Non-biodegradable waste has to be segregated at source (by not mixing with biodegradable and Non-b</li></ul>			
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20	The responsible Officers of IIITDM Kurnool shall have free access to inspect the facility used and items/goods provided by the shop at any time during the working hours of the facility and beyond, if needed. The tenderer shall guarantee that the stores, articles sold shall be of the best quality and new (i.e. fresh stock) in all respects. The items supplied shall be fresh and in no case, it shall be beyond the date of expiry. If any substandard or unauthorized items or goods are found to be provided, the shop shall be penalized by the institute and the shop shall have to abide by the corresponding rulings.
21	A "Suggestions Book" must be kept at the billing counter, visible to all the customers, so that the customers may record comments about any item. A copy of the complaint/suggestion should be given to the customer after obtaining signature from theshop in-charge. The institute shall have the right to check the complaint book at any time.
22	The advertisements of special offers and other items/ goods provided by the shop shall be the sole responsibility of the shop and the space allotted may be used for the same. However, any other publicity within the campus can only be carried out after taking permission from the institute authorities.
23	The tenderer will have to give an undertaking to the effect that they have not been blacklisted or their business dealings with government departments have not been banned.
24	FORCE MAJEURE: If at any time, during the continuance of the agreement/contract, the performance in whole or in part, by the firm, of any obligation specified in the agreement/contract, is prevented, restricted, delayed or interfered, by reason of war or hostility, act of the public enemy, civil commotion, sabotage, act of State or direction from statutory authority, explosion, epidemic, quarantine restriction, fire, floods, natural calamities or any act of GOD, (hereinafter referred to as event), the firm may be excused from performance of its obligation provided that notice of happenings of any such event is given by the firm to the department within seven calendar days from the date of occurrence thereof. Provided further that the obligations under the Agreement shall be resumed by the firm, as soon as practicable, after such event comes to an end or ceasesto exist. The decision of department as to whether the obligations may be so resumed (and the time frame within which the obligations may be resumed) or not, shall be final and conclusive.
	The bidders shall bear all costs associated with the preparation and submission of the bid. The department would be in no case be responsible for these costs regardless of the conduct or outcome of the bidding process. The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all the information required as per Bid Document or submission of the bids not substantially responsive to the Bid Document in every respect will be at the bidder's risk and may result in rejection of the Bid.
	The bidder should give a certificate that none of his/her near relative is working at IIITDM Kurnool.
	In case of proprietorship firm certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all the directors of the company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and the company or firm or the person will also be debarred for further participation in any tender of the department.
26	The near relatives for this purpose are defined as:
	(a) Members of a Hindu undivided family.
	(b) They are husband and wife. The one is related to the other in the manner as father, mother, son(s), & son's wife (daughter in law), daughter(s) & daughter's husband (son in law), brother(s) and brother'swife, sister(s) and sister's husband (brother-in-law).

I/We agree to the all the above terms and conditions specified.

Signature of Bidder(s) Official seal and address

#### 8. PENALTIES FOR VIOLATION OR RULES, TERMS AND CONDITIONS

- 1. A penalty @ Rs.100/- per day will be levied in case of delayed remittance of monthly license fee beyond 05th Calendar day of every month. If the contracted licensee/contracted service provider fails to remit the license fee for a period of more than 03 (three) months at a stretch, a penalty of one month license fee will be levied along with the pending applicable license fees, failing to pay the penalty and the pending payable fees, the amount shall be recovered from the caution money deposit without any further notice to the licensee
- 2. That the contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the contract may be terminated, the security deposit will be forfeited.
- **3.** Outstanding dues/any adjustment of dues or cost of damages to the property, if any shall be recovered from the Security/Caution deposit.

#### **12. INDEMNIFICATION**

- a) That the contractor shall keep IIITDM Kurnool indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters into a dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case IIITDM Kurnool is made a party and is supposed to contest the case, IIITDM Kurnool will be reimbursed the actual expenses incurred towards Counsel Fee and other expenses, which shall be paid in advance by the contractor to IIITDM Kurnool on demand. Further, the contractor shall ensure that no financial or any other liability comes on IIITDM Kurnool in matters of any nature whatsoever, and shall keep IIITDM Kurnool indemnified in this respect.
- b) That the contractor shall keep IIITDM Kurnool indemnified against any loss to the property and assets of IIITDM Kurnool. IIITDM Kurnool shall have the right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

#### **14. RESOLUTION OF DISPUTES**

In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or thereafter, the matter shall be referred to the Director, IIITDM Kurnool, Kurnool, Andhra Pradesh or any other officer nominated by the Director, IIITDM Kurnool, Kurnool, Andhra Pradesh for arbitration, whose decision shall be final and binding on both the parties. The Agency agrees that the arbitrator could be an employee of the Institute and shall not have any objections in this regard. The proceedings before the arbitrator would be governed by the provision of the Arbitration Act 1996.

#### **20. JURISDICTION**

- a) This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to executive jurisdiction of the Indian Courts at Kurnool.
- b) The disputes, legal matters, court matters, if any, shall be subject to Courts in the district of Kurnool Jurisdiction only.
- c) The contracting agency and the IIIITDM Kurnool shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues / disagreements / disputes in connection with the contract, the same shall be settled under the Court of Law within its jurisdiction. The resultant contract will be interpreted under Indian Laws.

#### **21. FORCE MAJEURE**

- a) 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 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.
- b) IIITDM Kurnool may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that the delay, in performance or other failures to perform its obligations under the contract, is the result of a force majeure.
- c) If the due date of submission of tender/tender opening is declared a holiday for the Institute, the due date for submission of tender/tender will be extended to the same time on next working day.

### **22. ARBITRATION**

All disputes of any kind arising with regard to Establishment, Operation, Maintenance And Comprehensive Management Of IIITDM Kurnool Super Market At IIITDM Kurnool, Kurnool, Andhra Pradesh shall be referred by either party (IIITDM Kurnool or the bidder) after issuance of 30 days' notice in writing to the other party clearly mentioning the nature of the dispute and will be referred to the arbitrator to be nominated by The Registrar, IIITDM Kurnool. The venue for arbitration shall be Kurnool.

#### 23. ACCEPTANCE OF THE TERMS AND CONDITIONS OF TENDER DOCUMENT

The bidders have to accept all the terms and conditions of this tender document and it is made known that the bidders quoting for this tender had impliedly accepted the terms and conditions of this tender.

#### 24. INTERPRETATION OF THE CLAUSES IN THE TENDER DOCUMENT

In case of any ambiguity/dispute in the interpretation of any of the clause in this tender document, interpretation of the Registrar, IIITDM Kurnool shall be final and binding on all parties. The IIITDM Kurnool reserves the right to accept the offer in full or in parts or reject the offer summarily or partly without assigning any reasons.

Registrar

### <u>Annexure – I (Schedule – A): Basic Technical Details of the bidder</u> Tender No. IIITDMKNL/2022-23/OT/Super Market/35 Date: 22 I

Date: 22 Feb. 2023

S. No.	Description	Information	Enclosed at Page No. of the Technical bid
1 A	Name of the Bidder		
	Complete Address		
	Phone No.	E-mailID Website	
1 B	Contact Person / Representative of firm: Name Designation		
	Phone:	Mobile Phone:	
2 A	License No:	Registration No:	
	PAN:	TAN:	
	ESI:	EPF :	
	(Enclose copies of the above)		
	GST Number (Enclose a copy of theGST registration certificate)		
2 B	Proof for payments of income tax and GST (last three financial years)(copy of income tax and GSTpayments to be enclosed)		
3	No. of shops/facilities operated Elsewhere by the bidder (Enclose list of shops/facilities handled up to 31 <sup>st</sup> March 2021, and ongoing work separately with all the relevant documents) (List to be included with name and the duration, type of service provided etc.)		
4	WhetherQuality CertificationObtained forany of the servicesprovided, if any. (If Yes, copy to be enclosed)		
5	Bidders Solvency (Capital Employed) in Rs. (in lakhs). Enclose the latest copy of the bank solvency certificate		
6*	Turnover per annum Rs. (in lakhs) (enclose annual audited statements for thefinancial years 2019-20, 2020-21 & 2021-	Financial year 2019-20 = Rs. Financial year 2020-21 = Rs.	
	22, the auditor's certificate and the ITreturns for the above said financial years)	Financial year 2021-22 = Rs.	
7	No. of Employees proposed to be		
	employed :		
8	Litigations, if any, connected with the facility	Yes/ No (if yes, details to be furnished )	
9	Any other information, wishes to provide in support of their credentials	(separate sheetsmay be used)	
10	Criminal proceedings, against the bidder	Yes/ No (if yes, details tobe furnished )	

Documents having Corrections and Alterations shall not be accepted.

All the information furnished above should be supported by documentary evidence.

 $I\,/\,we$  accept all the terms and conditions of the tender notice.

Place: .....

Date: .....

### TECHNICAL BID (checklist)

(The Bidder may use the checklist below, to ensure that the tender submitted is complete in all respects)

Sl. No	Particulars	Yes	No	Document Page No
1	<b>Self-attested copy</b> of original tender document downloaded from either Central Public Procurement (CPP) Portal <u>http://eprocure.gov.in/epublish/app</u> or the Institute website <u>www.iiitk.ac.in</u> .			
2	Self-attested copy of Firm Registration Certificate.			
3	Self-attested copy of GST Registration.			
4	Self-attested copy of PAN card.			
5	<b>Self-attested copies</b> of last 3 years' audited financial statements/ ITR's & Annual Turnover issued from Charted Accountant on his/her letterhead.			
6	Declaration in the format given by the Institute (as per <b>Annexure-III</b> )		Y	
7	Power of attorney, if any, to be submitted.			
8	EMD cover (Demand Draft/Banker's Cheque / EMD exemption declaration as per <b>Annexure-IV</b> ).			Envelop-I
9	Technical Bid for Establishment, Operation, Maintenance And Comprehensive Management Of IIITDM Kurnool Super Market at IIITDMKNL, Kurnool, Andhra Pradesh			Envelop-II
10	Financial bid cover (as per Annexure-V).			Envelop-III
11	Undertaking in the format given by the institute (as per Annexure – VII)			
12	Copy of Valid License to run a commercial business/ shop / daily need shop/ franchise of FMCG items			

Note:

- All the pages of the original bid document along with other hard copies should be serially numbered, and document page numbers should be filled in the above table.
- > Bidders need to submit **self-attested** hard copies.

Name and Signature of the Bidder with stamp

#### **DECLARATION**

#### (To be provided on the letterhead of the Bidder and submit along with Technical bid)

То

The Registrar

IIITDM Kurnool.

Jagannathagattu,

Andhra Pradesh -518008.

### Tender Ref. No.: IIITDMKNL/2022-23/OT/Super Market/35

Date: 22 Feb. 2023

I/We, the undersigned, declare that:

 I / We do hereby certify that our firm is not blacklisted and no enquiries / cases are pending against us by Govt. of India / Govt. of Andhra Pradesh or by any State/Central Boards/ Universities, since inception of the firm / company.

a. All the terms and conditions given in the tender document with reference to above, are acceptable to us.

2. I/We also certify that the information mentioned in the submitted documents is true and complete in any every respect and explicitly agree that in the case at a later date it is found out by the Institute (IIITDM Kurnool) that any details provided herein by us are incomplete/incorrect, any contract given to us may be summarily terminated forthwith, our firm may be blacklisted, and that the Institute may also initiate any other legal/penal proceedings, as deemed fit by it.

Date:

Place:

Signature: Authorized Signatory Name: Designation: Company: Contact No: **Company Seal** 

#### **DECLARATION FOR EXEMPTION OF EMD**

#### (To be provided on the letterhead of the Bidder and submit along with Technical bid)

То

The Registrar

IIITDM Kurnool.

Jagannathagattu,

Andhra Pradesh -518008.

Tender Ref. No.: IIITDMKNL/2022-23/OT/Super Market/35

Date: 22 Feb. 2023

- 1. I/We, the undersigned, declare that I/We are registered with MSME/NSIC and hence may be exempted, in view of submission of **Bid Securing Declaration**, from payment of EMD.
- 2. I/We accept that:
  - a. I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of five (5) years upon receipt of your Blacklisting Order and pay 5% on work order value / purchase order as a fine on the Use of Bid Securing Declaration if I/we have committed any of the following actions:
    - i. Withdrawn or Modify my/our Bid during the period of bid validity required in the Bidding Documents; or
    - ii. Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity; or
    - iii. Fail or refuse to submit a performance security before the deadline defined in the Bidding Documents.

Date:

Place:

Signature: Authorized Signatory Name: Designation: Company: Contact No: **Company Seal** 

Enclosure: Copy of MSME / NSIC registration certificate.

### FINANCIAL BID

#### 1. Tender No. IIITDMKNL/2022-23/OT/Super Market/35 Date: 22 Feb. 2023

Establishment, operation, maintenance and comprehensive management of IIITDM Kurnool Supermarket at the building earmarked for the purpose located within the campus of IIITDM Kurnool, conforming to the specifications given in the Schedules and other details mentioned in this tender document.

Name and address of the bidder	Amount of License fee agreed to pay to IIITDM Kurnool every month (in INR - figure and words)
	Rs. (Rupees

#### Note:

- 1. The contract will be valid initially for a period of three years from the date of award of the contract.
- 2. The license fee agreed will not attract any GST on either side, as per the existing rules in vogue. However, in case of subsequent orders/instructions from the Govt of audit authorities if any for levying GST on the license fee also, it will be payable by the vendor on a monthly basis at the applicable rate, as per rules.
- 3. The license fee will remain un-charged during the initial license period of 03 (three) years.
- 4. The contract could be renewed further for on a yearly basis for another 02 years with 10% increase in the license fee for every year and other terms and conditions on the mutually agreed basis, but depending upon satisfactory services of the Tenderer. Thus, the maximum period of contract will not be exceeding totally 05 years.
- 5. The base license fee fixed is @ Rs.2,000/- per month for providing the license to use the earmarked premises inside the IIITDM Kurnool campus, on a as is where is basis to run the IIITDM Kurnool Supermarket.
- 6. The rate quoted once is final and binding in all respects. No overwriting / corrections/ amendments/ using white correction fluid /endorsing any other details / discount / conditions etc., in the Financial Bid document will be considered. Such bid will be considered as Invalid and summarily rejected.
- 7. Selection of successful licensee shall be based on the HIGHEST QUOTEE of monthly License fee in the financial bid document. The highest quoted amount MORE than the base license fee indicated above will be treated as the successful bidder and awarded the license.
- 8. The license fee if any quoted less than that the fixed base license fee will be treated as invalid quote and summarily rejected.
- 9. The license fee quoted above the base license fee should be in round figure only (no decimal points or paisa will be considered). If any such quote is there, the paisa / decimal point will be converted to the next highest rupee for all purposes.
- 10. In case of a tie between the quotes, the tie-breaker will be on the following parameter: The bidder who has more financial stability – the bidder who has more average annualturnover taken together the past three financial years as mentioned in eligibility criteria 1 (c) at Page 3 above will be awarded the bid.
- 11. Any decision of the Competent Authority of IIITDM Kurnool in selection of the suitable bidder, accepting the bid offer, rejecting any of the bid, etc., will be final and binding.
- I / WE HEREBY DECLARE THAT I/WE HAVE UNDERSTOOD AND ACCEPTED ALL THE TERMS AND CONDITIONS OF THE SUBJECT TENDER DOCUMENT AND HAS OFFERED THE PRICE MENTIONED AS ABOVE.

Date:

Place:

Signature of the bidder/. Authorized person: Full Name: Seal:

#### FORM FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

To, The Director IIITDM Kurnool WHEREAS ......

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a **Nationalized bank** / scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid until the ...... Day of ..... 20 .....

(Signature of the authorized officer of the Bank) Name and designation of the officer Seal, name and address of the Bank and address of the Branch

#### \*\*\*\*\*\*\*\*\*\*\*\*\*

#### Important: (For issuance of IFN 760 COV Bank Guarantee Advising Message)

- 1. Beneficiary Bank Details: Bank Name: State Bank of India, Branch: Nandyal Road Branch Kurnool, IFSC Code: SBIN0021660)
- 2. The Supplier has to ensure issuance of IFN 760 COV BG Advising Message by the issuing bank in order to make the paper Bank Guarantee operative (Ref: GoI Ministry of Finance letter no.F.No.7/112/2011-BOA dated 08.03.2016).

# **CERTIFICATE FOR NON-PARTICIPATION OF NEAR RELATIVE**

Tender No. IIITDMKNL/2022-23/OT/Super Market/35

Date: 22 Feb. 2023

I	S/o W/o	hereby
certify that none of my relati	ve(s) as mentioned in the tender document is we	orking at IIITDM Kurnool / had
ever worked at IIITDM Ku	urnool in any capacity. In case if it found to	be a false declaration, I / we
understand the contract will	be terminated forthwith and the caution mone	ey is forfeited. We will also be
barred from participating in a	any of the tendering process of IIITDM Kurnool	l for a period of atleast 5 years.
I fully understand that I can	not submit the bid for the subject contract if any	y of my relative(s) is working at
IIITDM Kurnool or had even	worked at IIITDM Kurnool on any capacity/po	sition/post/term.
Signed	For and on behalf of the Bidd	ler
Name (Caps)		_
Position		
Date		