


Government eProcurement System		eProcurement System Government of India			
		Tender Details			
		Date : 23-Jan-2024 12:11 PM			
		 Print			
<b>Basic Details</b>					
<b>Organisation Chain</b>	IIT BHUBANESWAR  Stores and Purchase Section				
<b>Tender Reference Number</b>	IITBBS/SnP/Shoplease/2023-24/6				
<b>Tender ID</b>	2023_IITBR_777393_1	<b>Withdrawal Allowed</b>	Yes		
<b>Tender Type</b>	Open Tender	<b>Form of contract</b>	Empanelment		
<b>Tender Category</b>	Services	<b>No. of Covers</b>	2		
<b>General Technical Evaluation Allowed</b>	No	<b>ItemWise Technical Evaluation Allowed</b>	No		
<b>Payment Mode</b>	Not Applicable	<b>Is Multi Currency Allowed For BOQ</b>	No		
<b>Is Multi Currency Allowed For Fee</b>	No	<b>Allow Two Stage Bidding</b>	No		
<b>Cover Details, No. Of Covers - 2</b>					
<b>Cover No</b>	<b>Cover</b>	<b>Document Type</b>	<b>Description</b>		
1	Fee/PreQual/Technical	.pdf	All Tenders Related Documents to be submitted as per NIT		
2	Finance	.xls	Price Bid BoQ		
<b>Tender Fee Details, [Total Fee in ₹ * - 0.00]</b>			<b>EMD Fee Details</b>		
<b>Tender Fee in ₹</b>	0.00		<b>EMD Amount in ₹</b>	0.00	<b>EMD through BG/ST or EMD Exemption Allowed</b>
<b>Fee Payable To</b>	Nil	<b>Fee Payable At</b>	Nil		No
<b>Tender Fee Exemption Allowed</b>	No		<b>EMD Fee Type</b>	fixed	<b>EMD Percentage</b>
			<b>EMD Payable To</b>	Nil	<b>EMD Payable At</b>
					NA
					Nil
<a href="#">Click to view modification history</a>					
<b>Work /Item(s)</b>					
<b>Title</b>	IITBBS/SnP/SHOPLEASE/2023-24/6				
<b>Work Description</b>	Leasing out Shop Block at New Market Complex Academic Area IIT Bhubaneswar Campus for Stationery Books and Photocopy cum Binding Store				
<b>Pre Qualification Details</b>	Please refer Tender Documents				
<b>Independent External Monitor/Remarks</b>	NA				
<b>Show Tender Value in Public Domain</b>	No				
<b>Tender Value in ₹</b>	0.00	<b>Product Category</b>	Renting out / Licensing out	<b>Sub category</b>	NA
<b>Contract Type</b>	Tender	<b>Bid Validity(Days)</b>	180	<b>Period Of Work(Days)</b>	30
<b>Location</b>	3rd Floor Admin Building SnP Office IIT Bhubaneswa	<b>Pincode</b>	752050	<b>Pre Bid Meeting Place</b>	3rd Floor Admin Building SnP Office IIT Bhubaneswa

<b>Pre Bid Meeting Address</b>	3rd Floor Admin Building SnP Office IIT Bhubaneswar	<b>Pre Bid Meeting Date</b>	30-Jan-2024 04:00 PM	<b>Bid Opening Place</b>	3rd Floor Admin Building SnP Office IIT Bhubaneswa
<b>Should Allow NDA Tender</b>	No	<b>Allow Preferential Bidder</b>	No		

**Critical Dates**

<b>Publish Date</b>	23-Jan-2024 01:00 PM	<b>Bid Opening Date</b>	24-Feb-2024 11:00 AM
<b>Document Download / Sale Start Date</b>	23-Jan-2024 01:00 PM	<b>Document Download / Sale End Date</b>	23-Feb-2024 10:00 AM
<b>Clarification Start Date</b>	23-Jan-2024 02:00 PM	<b>Clarification End Date</b>	28-Jan-2024 06:00 PM
<b>Bid Submission Start Date</b>	02-Feb-2024 09:00 AM	<b>Bid Submission End Date</b>	23-Feb-2024 10:00 AM

**Tender Documents**

<b>NIT Document</b>	<b>S.No</b>	<b>Document Name</b>	<b>Description</b>	<b>Document Size (in KB)</b>
	1	Tendernotice_1.pdf	Tender Document for Leasing out Shop Blocks to set up and operate Stationery/Books and Photocopy Store, at New Market Complex (Academic Area) IIT Bhubaneswar Campus	1594.30

<b>Work Item Documents</b>	<b>S.No</b>	<b>Document Type</b>	<b>Document Name</b>	<b>Description</b>	<b>Document Size (in KB)</b>
	1	Tender Documents	stationaryfinaltoday.pdf	NIT uploaded as per CPPP	510.41
	2	BOQ	BOQ_817220.xls	Boq for price	234.50

**Bid Openers List**

<b>S.No</b>	<b>Bid Opener Login Id</b>	<b>Bid Opener Name</b>	<b>Certificate Name</b>
1.	sambit@iitbbs.ac.in	Sambit Ranjan Mohanty	SAMBIT RANJAN MOHANTY
2.	snroutray@iitbbs.ac.in	Sailendra Narayan Routray	SAILENDRA NARAYAN ROUTRAY
3.	suhanaparween@iitbbs.ac.in	Suhana Parween	SUHANA PARWEEN

**GeMARPTS Details**

<b>GeMARPTS ID</b>	9D8JT7NK4B9S
<b>Description</b>	stationery books and photocopy sote
<b>Report Initiated On</b>	18-Jan-2024
<b>Valid Until</b>	17-Feb-2024

**Tender Properties**

<b>Auto Tendering Process allowed</b>	No	<b>Show Technical bid status</b>	Yes
<b>Show Finance bid status</b>	Yes	<b>Show Bids Details</b>	No
BoQ Comparative Chart model	Normal	BoQ Compative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No
Show Bid Details in Public Domain stage	Technical Bid Opening		

**TIA Undertaking**

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	<a href="#">PPP-MII Order 2017</a>	Agree	
2	<a href="#">MSEs Order 2012</a>	Agree	

**Tender Inviting Authority**

<b>Name</b>	Assistant Registrar SnP
<b>Address</b>	3rd Floor Admin Building SnP Office IIT Bhubaneswar

**Tender Creator Details**

<b>Created By</b>	Suhana Parween
<b>Designation</b>	Accounts Superintendent
<b>Created Date</b>	20-Oct-2023 11:50 AM



**भारतीय प्रौद्योगिकी संस्थान भुवनेश्वर**  
INDIAN INSTITUTE OF TECHNOLOGY BHUBANESWAR  
प्रशासनिक भवन, अरगूल , जटनि, भुवनेश्वर – 752050  
ADMINISTRATIVE BUILDING, ARGUL, JATANI – 752050  
Website: iitbbs.ac.in

**Tender Document for Leasing out Shop Blocks to set up and operate Stationery/Books and Photocopy Store, at New Market Complex (Academic Area) IIT Bhubaneswar Campus, Argul. 752050**

Shop Number	Nature of business for the Shop blocks to be leased out	Area
B	Stationery/Books and Photocopy Store	406 Sqft

Tender No.: IITBBS/S&P/Shop Lease/2023-2024/06 Date: 23.01.2024

# 1. Notice Inviting Tender:

Tender No.: IITBBS/S&P/SHOPLEASE/2023-24/06

Date: 23.01.2024

To

All Eligible Bidders

**विषय** निविदा के लिए अनुरोध / Leasing out Shop Block at New Market Complex (Academic  
**/Sub** Area) IIT Bhubaneswar Campus for Stationery/Books and Photocopy Store

1.1 Indian Institute of Technology Bhubaneswar invites online Tenders through CPP Portal <https://eprocure.gov.in/eprocure/app> from eligible Bidders for appointment of Licensee for leasing of shop block at Old Market Complex (Residential Area) IIT Bhubaneswar for the following.

Shop Number	Nature of business for the Shop blocks to be leased out	Area
B	Stationery/Books and Photocopy Store	406 Sqft

1.2 Institute does not take any responsibility for the minimum business from such Stationery/Books and Photocopy Store. Bidders are advised to visit the Institute before bidding.

1.3. All interested eligible bidders are requested to submit their bids in **Two Bid System** for as per eligibility, General Terms and Conditions and other details including **Annexure I to VIII**.

1.4 Please refer CPPP system generated DATE SHEET for Tender ID and Critical Dates.

S. No	Particulars	Remarks
1	Tender Reference No. & Date	IITBBS/S&P/SHOPLEASE/2023-2024/06; Dt.23.01.2024
2	Type of Tender	Two Bid System
3	Publish Date & Time	As Per CPPP Date Sheet
4	Last date for Pre-Bid Queries	
5	Pre Bid Meeting Date & Time	
6	Bid Submission Start Date & time	
7	Bid Submission End Date & Time	
8	Time and Date for Opening of Bid	
9	Bid Securing Declaration	To be submitted Bid Declaration Form as per Annexure – III
10	Performance Bank Guarantee (PBG)	Rs. 50,000/- Rupees Fifty Thousand in form of DD/FDR/BG as per SI No 4(K) of Pg No 11
11	Contact Telephone Numbers	0674 - 7134821 / 7134820
12	For technical queries Contact through E-mail	ar.sp@iitbbs.ac.in <a href="mailto:office.sp@iitbbs.ac.in">office.sp@iitbbs.ac.in</a>

1.5 The Tender document and details of terms and conditions can be downloaded from our website [www.iitbbs.ac.in](http://www.iitbbs.ac.in) & <https://eprocure.gov.in/eprocure/app>

1.6 The bidders may submit their bid only through uploading in the CPP Portal <https://eprocure.gov.in/eprocure/app>. No bids received by post or by hand or by FAX/E-mail would be considered for evaluation.

## Instructions for Online Bid Submission

2.1 The bidders are required to submit soft copies of their bids electronically on the CPPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPPP Portal.

2.2 More information useful for submitting online bids on the CPPP Portal may be obtained at: <https://etender.gov.in/eprocure/app>

### 2.3 REGISTRATION

2.3.1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etender.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll". Enrolment on the CPPP Portal is free of charge.

2.3.2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

2.3.3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPPP Portal.

2.3.4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

2.3.5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

2.3.6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### 2.4 SEARCHING FOR TENDER DOCUMENTS

2.4.1) There are various search options built in the CPPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of License, Location, Date, Other keywords etc. to search for a tender published on the CPPP Portal.

2.4.2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

2.4.3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### 2.5 PREPARATION OF BIDS

2.5.1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2.5.2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

2.5.3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

2.5.4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

## **2.6 SUBMISSION OF BIDS**

2.6.1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2.6.2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

2.6.3) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

2.6.4) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

2.6.5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

2.6.6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

2.6.7) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

2.6.8) Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

2.6.9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

2.6.10) The bidder may please note that there is no facility of extension of the bid submission date for what so ever reason. Therefore they should ensure that the bid is uploaded well in advance without waiting for the last date and time as there could be issues like server not responding, internet speed slow, and document not getting uploaded and so on. IIT Bhubaneswar shall not be responsible for any of these factors.

## **2.7 ASSISTANCE TO BIDDERS**

2.7.1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2.7.2) Any queries relating to the process of online bid submission or queries relating to CPPP Portal in general may be directed to the 24x7 CPPP Portal Helpdesk.

2.7.3) Tenderer are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://etender.gov.in/eprocure/app>.

## **3. PREPARATION & SUBMISSION OF BIDS: THROUGH CPPP ONLINE MODE**

3.1 **One Bidder is allowed to submit the bid for one shop only.** Bidders must submit their digitally signed bids in cover-1 contains the following documents:

### **A. Cover – 1 (Technical Bid)**

- Bidder's details and Bid Securing Declaration.
- Document regarding the experience as per eligibility criteria
- Copy of registration with Aadhar/PAN/GST
- Bidders Profile
- Declaration regarding non blacklisting as per Annexure
- All other tender related documents to be submitted as per annexures I to VII (Except Price Bid)

### **B. Cover – 2 (Price Bid)**

- Price Bid. (in BoQ Ms-Excel format.) Please refer Annexure IV.

3.2 The offer must be submitted in **Two Bid – Two Envelope** only though uploading in the CPP Portal, before the last date & time for bid submission.

3.3 Quotation document (s) and all enclosures must contain the signature of the bidder.

#### **4.PRE BID MEETING:**

- ❖ A pre bid meeting will be held on as per CPPP Data Sheet through for seeking clarification on the tender conditions if any. **Pre-Bid will be conducted at S&P Office . 3<sup>rd</sup> Floor, Admin Bldg. IIT Bhubaneswar.**
- ❖ Bidders or their authorized agents needs to demonstrate the clarifications.
- ❖ Bidders who desires to attend the Pre-Bid Meeting shall sent such intimation along with the Queries, if any by email to [ar.sp@iitbbs.ac.in](mailto:ar.sp@iitbbs.ac.in) on or before **30-1-2024**. **Only those bidders who has send their willingness to participate in Pre-Bid meeting before above time period will be allowed to participate in pre-bid meeting.**
- ❖ **Participation in the Pre-bid is voluntary. However, all bidders are advised to take the cognizance of corrigendum published, if any, before the submission of their bid.**

#### **5.1Terms and Conditions:**

##### **1. Eligibility Criteria.**

All the Bidders must fulfill the following eligibility criteria and submit the documents and the declarations (duly self-attested) in support of their claim along with the Bid. The bidders not meeting the Eligibility Criteria stated below and not accompanied with the requisite documents/Bid Security Documents shall be treated as incomplete hence be rejected.

- a) The bidder must be a legal entity.
- b) The bidders shall submit details of same business experience for which bid submitted, for a period of minimum **Three years** before the date of closing date of Tender along with documentary proof duly Certified by Chartered Accountant;
- c) The bidder must submit an undertaking that the Bidder has not been blacklisted by any organisation and no case is pending with the police or in court of law against their name on Rs. 100 Stamp Paper sworn before Executive Magistrate, as per Annexure VI.
- d) The Bidder is required to submit a self-attested copy of Aadhar, PAN/GST certificates.
- e) One bidder is allowed to submit the bid for one shop only. Under no circumstance one bidder will be considered for allotment of more than one shop.
- f) Bidder having experience for similar business in any IITs, NITs or reputed educational residential educational Institutes' then it is mandatory submit the Customer Satisfactory Performance Report from such Institute. Without Customer Satisfactory Performance Report such bis(s) will not be considered for evaluation.

##### **2. Evaluation Criteria:**

a. **Bidders fulfilling the eligibility criteria, will only be considered for the opening of the price bid.**

b. **Financial Evaluation: The bidder quoting highest license fee per month for the shop will be selected for allotment of license. In case of tie then the bidders will ask to make counter offer in sealed cover and highest offer will be considered for the award.**

b. **Further, in case no bidder quoting rent higher than the rate (License fee) fixed by IIT Bhubaneswar then highest rent quoted bidder amongst them will be given an opportunity to match the rent fixed by IIT Bhubaneswar, if the bidder agrees then license will be awarded to such bidder. In case of refusal then opportunity will be given next higher bidder and so on.**



- c. **Maximum Admissible Photocopy Rates:** Rs.2/- per B/W photocopy or printout (Single side), Rs.1/- per B/W photocopy or printout (Both side) & Rs. 5/- per colour Copy or printout (Single side as well as both side).
- d. A Committee constituted by the Institute shall evaluate the bids. The decision of the Committee in the evaluation of the bids shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee. Institute reserves the right to reject any one or all the bids received without assigning any reason.
3. **General Terms and Conditions:**
- a) **License Fee:** License Fee: Successful bidder (The Licensee) has to pay License fee per month as per rates agreed upon. Minimum rate (License fee) is fixed at Rs. 16 per SFT +18%GST per month.
- b) **Electricity and Water Charges:** The Licensee has to pay Electric Charges as per actual Consumption of sub meter reading as per rates fixed by the Institute time to time and Water Charges Rs. 200 Per Month.
- c) The Successful bidder (licensee) shall start service within 30 days from the date of lease order/Lol.
- d) The successful bidder will be allowed to commence the business upon the satisfaction of other formalities like payment of security deposit within 15 days from the date of Lol, execution of agreement (Deed of License-as per Institute format) failing which Security Deposit (SD) paid will be forfeited besides canceling the license;
- e) The successful bidder will run & maintain shop as per license in the Old Market Complex Area between 07 AM to 10 PM on all week days.
- f) The allocated space to the licensee can be relocated as per the requirement of the Institute;
- g) The successful bidder shall obtain all necessary permission from the concerned authorities for operating shop at her/his own cost.
- h) **Change of Nature of Business:** The licensee has to do the same business which is mentioned in the tender and for which license is issued. If the licensee is found doing business in the Shop other than the stipulated in the deed of license, the license is liable for termination duly forfeiting the Security Deposit;
- i) The shop or premises will be given “as is where is condition” to the successful bidder (licensee). Any modifications, changes, alterations, repairs, if any required shall be undertaken by the licensee at her/his own cost with the prior permission of the Institute and as per the drawings/plan approved by the Institute.
- j) **Confinement to the Area of Shops-**
- i. The licensee has to perform the business by confining to the extent of Shops, allotted as mentioned in the NIT or as recorded in the deed of license. There should not be any encroachment of platforms, area of other shop by licensee, under any circumstances;
- ii. If the licensee encroaches the platforms, area meant for passenger’s movement or area of other shop/open space, the licensee is liable for payment of penalty for Rs. 1000/- each Occasion. If the licensee is habituated for encroachment, liable for termination by serving a notice;
- iii. The Institute is not responsible for any theft within the Shop. It will be the liability of the Licensee to make necessary security arrangement within the Shop;
- iv. A “Suggestions & Complaints” book at the establishment which shall be made available to the public on demand immediately. Any suggestions or complaints are made by the public; it is the responsibility of the licensee to bring it to the notice of the Institute (licensor). The said book shall be produced to inspecting officials. The “Suggestions & Complaints” recorded in the suggestions & complaints book be scrupulously followed and failure to follow will lead to levy of penalty or termination of agreement or forfeiture of security deposit at the discretion of the

Institute;

- v. On the expiry of the period of the license or on its termination, as the case may be, the licensee shall deliver vacant possession of the premises intact, to the licensor at 17.00 hrs. on the next day of expiry of the license;
- k) In the event of the Licensee fails to deliver vacant possession of the shop/premises to the licensor, the licensor shall have right to take possession of the premises by putting his own lock and key to the said premises and shall entitle the Licensor to forfeit the Security deposit. The articles, if any, left by the licensee, will be kept in public auction on the next day of taking over the premises by the licensor;
- l) The process in the said auction will be adjusted towards the arrears of license fee etc., and the balance, if any, will be refunded to the licensee;
- m) Licensee shall ensure that fire detection and suppression measures installed inside the premises are kept in good working condition at all times, and also ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires;
- n) **MAINTAIN HYGIENE IN THE SHOP:**
  - i. The Licensee should maintain high standard Cleaning and Housekeeping of shop area & common washrooms with regular cleaning, provisions for soap, etc. at the market complex at their own cost and sole responsible for the same. In case, on surprise inspection it is found that Premise/Washrooms are unclean & in unhygienic condition or used for storing items then **penalty for Rs.2000 from each licensee of the market complexes will be collected on each occasion.**
  - ii. Waste management should be in a proper way. The premises and surroundings of the shop shall be kept clean and tidy condition by keeping dustbins at appropriate places and are subject to inspection by the officials of the licensor and the Municipal Authorities.
  - iv. Workers should be provided the necessary training for maintain the highest possible standard of hygiene & courtesy, as is expected.
  - v. The Institute would reserve the right to check on cleanliness and upkeep of premises and quality of provisions, and quality of the foods items sold.
- o) **Manpower deployment:**
  - i. The licensee shall register himself as a Licensor under the License Labour (Regulation and Abolition) Act 1970, if applicable.
  - ii. No child laborer shall be employed for work as per law;
  - iii. The licensee has to pay compensation, in case of any accident to the personnel employed by them during the business time. The licensee is alone for liable workmen's compensation and any other statutory dues and the Institute is not liable for payment of any such amount;
  - iv. The vendor must provide the name of the workers who will be working and visiting the shops inside IIT Bhubaneswar Campus along with their police verification within a month's time after award of the license. If new worker joins the Licensee who will work within the IIT Bhubaneswar Campus, a prior intimation has to be given to the Institute and they also need to submit recent police verification Certificate within a month's time from joining;
  - v. No worker except security would be allowed to stay in the shop at night after 11PM to 5AM.
- p) Taxes: The licensee shall pay all the taxes which are levied by the Central Government and the State Government from time to time. The Institute is not liable for the penalties against non-payment of these taxes or default therein. Any default, non-payment of taxes to statutory authorities will cause termination of license and vacation of premises;
- q) All notices, consents, sanctions directions and approval referred to in this agreement or otherwise shall be given by the licensor to the licensee in writing;
- r) In the event of any damages caused to the shop premises or property of the Licensor by the

Licensee or his representatives, agents or servants during the subsistence of licensee period, the Licensor shall have right to recover the said sum from the Security Deposit of the licensee;

- s) No accommodation shall be provided to shopkeeper or their employee in the campus. Likewise, no person related to shop, will be allowed to stay in the campus after closing of shop;
- t) During the License/agreement period, the licensor is at liberty to alter /modify /add/delete in the condition(s) of the agreement in the interest of the Institute;

**u) Prohibitions:**

- i. No shopkeeper should sell any prohibited items by the Institute or by the Government or any enforcing agencies such as cigarettes, gutka, pan masala, intoxicants, liquor, prohibited drugs etc. They shall adhere to the code of the conduct & SoP laid down by the Institute from time to time. The license agreement can be terminated at any point of time without assigning any reasons for gross violation of license obligations;
  - ii. **Use of single use plastic items, polythene and colors in food items are strictly prohibited.** The licensee shall submit an undertaking for not using the polythene covers which are banned by the State / Central Governments or any other agency.
  - iii. No child laborer shall be employed for work as per law;
  - iv. The licensee shall not exhibit or permit any advertisement in the shop, except the same and style of his/her business, and the cutout/poster/hording should not be obscene. In case of misbehavior, assault on person / employees Institute, any act or comment tarnishing the image of Institute by the licensee or his representative /workers lead to impose penalty or termination of license duly forfeiting the Security Deposit amount;
- v. **Subletting/ Sublease** :The licensee during the license period, permanently or temporarily, shall not share/franchise or sublet to anybody else and shall not be allowed to take any person to share the premises or in partnership without the prior written permission to the licensor, nor shall she/he be entitled to allow any person to occupy the licensed premises or to use any part thereof without the permission in writing from the licensor;
- v) If at any time, after the allotment of shops (during the operations), it is found that the vendor/Licensee has encroached onto the extra area, the vendor/Licensee is liable to be penalized by levying a penalty (at the rate of 1.5 times the monthly rent computed on daily basis for the duration of encroachment) along with the removal of encroachment. The concerned Commercial Establishment/Licensee shall abide by the decision of Estate Office; and
- w) **RIGHT TO ACCEPT AND TO REJECT ANY OR ALL BIDS**
- i. The Institute is not bound to accept the highest bid or any bid and at any time may terminate the tendering process.
  - ii. The Institute may terminate the license if it is found that the successful bidder is black-listed on previous occasions by the any of the Govt. Organisation, Institutes/Local Bodies/Municipalities/Public Sector Undertakings, etc.
  - iii. The Institute may also terminate the license in the event the successful bidder fails to furnish the Performance Security or fails to execute the work-order.
- x) Institute reserves the right to amend the NIT document by issuing corrigendum/addendum/clarification before the closing date of bid submission.
  - y) Conditional bids will be summarily rejected.
  - z) Validity of Bids 180 days from the opening of bids.
  - aa) All disputes that may arise shall be referred to the Director, Indian Institute of Technology, Bhubaneswar whose decision shall be final.

## **5.2 Other Terms and Conditions**

- a) The Successful bidder (licensee) during the currency of the contract shall sell the all varieties of **stationary and Book items** below MRP. And shall provide the photocopy services as per agreed rate per copy. Maximum Admissible Photocopy Rates: Rs. 1/- per B/W photocopy or printout & Rs. 3/- per colour Copy or printout.
- b) Product Pricing: The items permitted to sell in the shops, **to be provided with minimum of 10 %**

**discount on MRP.** Committee of the Institute may verify the price of the selling items time to time. In case of any discrimination, selling products without discount on MRP then appropriate penalty may be imposed and administrative action can be taken..

- c) Old/ expired items (i.e. beyond expiry date) should not be kept in the shop;
- d) The Committee will have right to see the quality, market price, and reasonability of the items;
- e) Weights and measures of approved Government Agency only to be used. Electronic Weighing should be done only on Government ISI approved brand machines with adequate back up machines. Weighing by traditional instruments is strictly not allowed;
- f) The Licensee must follow the complete COVID-19 safety protocols;
- g) Home delivery in Residential Complex with minimum order of Rs. 2000 at no extra cost.

**h) Guidelines:**

- i. All items of daily use should be available all the time at a reasonable price, best quality and right quantity, of reputed brands & **computerized invoice mentioning GSTIN have to be provided to every customer for each transaction.** Exchange or return may be allowed as per standard practice;
- ii. Institute will not be responsible for the credit extended to residents/students under any circumstances;
- iii. Schemes allowed by companies to be passed on to the consumers;
- iv. No promotional events or stalls for introducing new products outside the shop within the shop without prior permission from the Institute;
- v. Institute will not be party nor will help the Licensee where a govt. agency or its official is visiting the premises in connection with the discharge of his duties. Any dispute arising out the same shall be the responsibility of the Licensee and the Govt. Agency; and
- i) Provision of Payment by customers through BHIP UPI, Google Pay, Paytm, POS etc. must be available at shop.
- j) The Licensee has to maintain more than one copier/printer in working condition for each b/w & colour printing at all times in the store.

**k) PERFORMANCE SECURITY (PS) (Non-Interest Bearing):**

The successful bidder shall be required to furnish a Performance Security (PS) within **15 days** of receipt of 'Letter of Intent' for an amount of **Rs. 50,000/- (Rupees Fifty Thousand only)** in the form of DD/FDR in favour of **"The Registrar, IIT Bhubaneswar"** and payable at Bhubaneswar or Bank Guarantee from a Scheduled Bank in the form as at Annexure -IV. The Performance Security shall remain valid for a period of **sixty days beyond** the date of completion of all license obligations. In case the license period is extended further, the validity of Performance Security shall also be extended by the Licensee accordingly.

- l) **Signing of License:** The successful bidder shall enter into an agreement for running the shop for which he/she emerges successful bidder within 30 days from the date of issue of allotment letter but after submission of Performance Security & Receipt of Bank Confirmation in case of of BG.
- m) **Term/Period of License:** The license shall be awarded initially for **Three Year** subject to annual review on satisfactory performance. It may be extended further , subject to satisfactory performance.

**n) License Period/Minimum Period of Doing Business/Payment of License fee:**

- i. The successful bidder/ allottee shall enter into deed of license on non- judicial stamp paper worth Rs.100/- and will commence the business within 30 days from the date of issue of allotment letter (LoI). If the allotted fails to enter into deed of license and commence the business within fifteen (15) days from the date of payment of security deposit, then Performance Security will be forfeited;
- ii. The licensee shall have to run the business for a minimum period of one year in respect of Shops from the date of entering agreement. If the Licensee desires to vacate the premises for whatsoever reasons before completion of license period of (3) years, then performance security deposit will be forfeited;
- iii. Payment of License Fee: The licensee shall have to pay monthly license fee with GST on or before 7<sup>th</sup> of every month. In case of belated payment of monthly License Fee, Electricity and

Water charges penalty of 10% of rent for that month will be imposed.

- iv. Electric and water charges to be paid as per sub-meter reading at the rates decide by the Institute, time to time.
- v. Nonpayment of rent for consecutive two month then license/agreement is liable to be cancelled.
- vi. The Licensee shall abide by the conditions of license deed executed between the Licensee and the Licensor during the period of license; and
- vii. **Non Exclusive Clauses:** The allotment of Shops shall be on “NON EXCLUSIVE BASIS” i.e. the Institute shall have right to grant license to more than One licensee to do same Business in the same Premises.

**o) Penalty Provision**

In the opinion of the licensor (Institute), if the licensee (successful bidder/Licensee) fails to execute the license for the terms mutually agreed and enter in the agreement/license between the licensor and the licensee to satisfaction of the licensor, the Institute (licensor) has the right to take the following actions;

- i. Imposition of fine for breach of license by authorized officer of the Institute;
- ii. Forfeiture of Performance Security Deposit either partly or fully;
- iii. Termination of license by giving one month's notice;
- iv. Termination of license with the above due notice and also simultaneous forfeiture of security deposit; and
- v. In the event of any statutory authorities imposes any punishment or fines etc., and if the Institute is made a party in such penal action the Institute have the authority to keep security deposit etc., with it until it is proved to the satisfaction of the Institute that such penal actions are ceased. Such penal actions may be a reason for termination of License.
- vi. On expiry of the license, Performance Security deposit will be returned only on the handing over the premise in same condition (subject to normal wear & tear), paint & restoring it in original colour.
- vii. Non maintenance of hygiene and cleaning will attract imposing of penalty up to **Rs.2000/- on each occasion.**
- viii. Any violation of the license terms and conditions will attract imposing of penalty up to Rs.1000/- on each occasion.

**p) Termination of License:**

- i. The licensor is at liberty to terminate the license with one month's notice, without assigning any reasons;
- ii. The licensee defaults in payment of license fee for two months consecutively or two times in calendar year, the license can be terminated and the Performance Security deposit will be forfeited;
- iii. The licensee shall have to run the business for a minimum period of One (1) year in respect of Shops from the date of entering agreement. If the Licensee desires to vacate the premises for whatsoever reasons before completion of license period of one (1) year, then performance security deposit will be forfeited.
- iv. The licensee fails to start the business in the shop for a period of Thirty (30) days (for which the license is granted Lol) for what so ever reasons, unless it extension granted by the Institute, the Lol will be cancelled including forfeiture of the performance security.
- v. The licensor shall have the right to terminate the license (license) if in his opinion the quality of goods/ services sold is not up to the standard/ satisfaction including forfeiting the Performance Security deposit.

**q) Unauthorized occupants will be evicted as per the Public Premises (Evictions of Unauthorized Occupants) Act, 1971, as amended time to time.**

r) **Dispute Redressal & Applicable Laws:** All disputes that may arise shall be referred to the Director, Indian Institute of Technology, Bhubaneswar whose decision shall be final.

s) **JURISDICTION:** The courts at Bhubaneswar shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

t) **All the above terms, conditions and guidelines will form part of deed of agreement. The licensee shall have to be bound by abovementioned terms & conditions in addition to any**

other conditions prescribed by the Institute.

ANNEXURE-I

## TECHNICAL BID

### BIDDER PROFILE FOR HIRING SHOP Block C : Stationery/Books and Photocopy Store AT New MARKET COMPLEX (Academic Area) IIT BHUBANESWAR

Tender No:

Opening Date & Time:

Sl.No.	Description	Information		
1	Name of the Bidder			
	Bid Applied for the Shop Number & its Business			
	Complete Address			
	Phone No.		E-mail ID	
2	Contact Person / Representative of firm Name			
	Designation			
	Phone	Mobile Phone:		
3	Name of the Proprietor, Partners/ Directors of the applicant with addresses and phone numbers			
4	Food License No:	Registration No & Date:		
	PAN:	G.S.T:		
	ESI:	EPF :		
	(Enclose copies of above)	Labor License		
5	Whether Quality Certification obtained for any of the shop provided (If Yes, copy to be enclosed)			
6	Litigations, if any, connected with Canteen Work	Yes/ No (if yes, details to be furnished )		
7	Any other information , tenderer wishes to provided in support of their credentials	Details , if any, to be furnished		
8	List of similar work executed / in hand during the last 3 years for institutional/commercial complexes.			
Sl. No	Location of the work & Name of Organization	Nature of the Business	Commencement of business	Name & Contact No. of the client
1				
2				

Date:

Signature with Seal

To,  
Registrar IIT Bhubaneswar,  
Argul. 752050

Tender No.: IITBBS/S&P/ShopLease/2023-2024/06 Date: 23.01.2024

**DECLARATION REGARDING BLACKLISTING/DEBARRING FOR TAKING PART IN TENDER**

(To be executed &attested by Executive Magistrate on Rs.100/- non-judicial Stamp paper by the bidder)

I / We \_\_\_\_\_  
\_\_\_\_\_ Hereby declare that the firm/company namely M/s.  
\_\_\_\_\_ has never been blacklisted or debarred in the past by Union /  
State Government, PSU/Autonomous organization from taking part in Government tenders in India.

**Or**

I / We \_\_\_\_\_  
Hereby declare that the Firm/company namely M/s. .... was blacklisted or  
debarred by Union / State Government or any Organization from taking part in Government tenders  
for a period of \_\_\_\_\_ years w.e.f. \_\_\_\_\_ to \_\_\_\_\_.

The period is over on \_\_\_\_\_ and now the firm/company is entitled to take part in  
Government tenders. And at present no case is pending against us in any Court of Law.

In case the above information found false or I/We submitted the false/forged documents, I/we are fully  
aware that the tender/ license will be rejected/cancelled by Registrar, IIT Bhubaneswar, Performance  
Security, Security deposit shall be forfeited and debarment for two years.

In addition to the above Director, IIT Bhubaneswar will not be responsible to pay the bills for any  
completed / partially completed work.

DEPONENT (Bidder)

Name \_\_\_\_\_

Address \_\_\_\_\_

**Bid-Securing Declaration Form**

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number from Invitation For Bids]*

To: **Registrar, IIT Bhubaneswar, Argul. 752050**

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any license with you for a period of Two year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the license, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing the Bid Securing Declaration)

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

**Corporate Seal (where appropriate)**

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



**Price Bid Format:****As per BoQ in Ms Excel format. No other format will be considered for evaluation.****BoQ is uploaded with NIT document same BoQ to be used without any alterations.**

NUMBER #		TEXT #		NUMBER #		NUMBER #		TEXT #	
Sl. No.		Item Description		Area of Block C		Units		TOTAL AMOUNT In Words	
1		2		3		4		5	
1		DESCRIPTION		406		Sq Ft		INR Zero Only	
1.01		Per Month Rent for shop Block B (Area 406 Sqft approx) to Operate the Stationary cum Photocopy Centre , as per NIT terms & Conditions		406		Sq Ft		INR Zero Only	
Total in Figures								0.00	
Quoted Rate in Words								INR Zero Only	

**VENDOR MASTER FORM**

(To facilitate registration under PFMS and fund transfer through RTGS, NEFT/ INTRA BANK Transfer-One time information required on Bidder's letter head)

<b>SI No.</b>	<b>Information required</b>	<b>Data furnished</b>
1	Name of the supplier company /firm	
2	CIN Number (in case of company)	
3	Complete contact address with PIN number	
4	Landline phone number	
5	Mobile number of contact person/ Finance Executive (for SMS on payment details)	
6	e-Mail ID (for receiving payment details)	
7	PAN Number	
8	GST Registration Number (with copy of GST registration certificate)	
9	TAN Number	
10	Bank account number (with a copy of cancelled cheque or Xerox copy of cheque leaf)	
11	Name of the Bank	
12	Name of the Bank Branch	
13	IFSC Code of Bank	
14	MICR Code of Bank	
15	Bank Account details where LC is to be opened in case of foreign suppliers (if applicable)	

I / We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not effected at all for reason of incomplete or incorrect information, the Indian Institute of Technology, Bhubaneswar will not be responsible.

Authorized signatory with date and seal

**(To be given on Company Letter Head)**

**Date:**

**To,**

**The Registrar,  
IIT Bhubaneswar,  
Argul, Jatni. 752050**

**Sub: Acceptance of Terms & Conditions of Tender.**

**Reference Tender No:** \_\_\_\_\_

**Name of Tender: -**

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: .....as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the license agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the license, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

**(Signature of the Bidder, with Official Seal)**

**FORMAT FOR PERFORMANCE BANK GUARANTEE**

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT BHUBANESWAR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT BHUBANESWAR OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT BHUBANESWAR. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

To,  
Registrar,  
Indian Institute of Technology Bhubaneswar,  
Argul, Jatani – 752050, Odisha

**LETTER OF GUARANTEE**

WHEREAS Indian Institute of Technology Bhubaneswar, Bhubaneswar (Lessor) have invited Tenders vide Tender ..... Dated. .... for ..... AND WHEREAS the said tender document requires that any eligible successful tenderer (Lessee) wishing to operate Food Court/Restaurant in leased premise in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of “**Registrar, Indian Institute of Technology Bhubaneswar, Bhubaneswar**” in the form of Bank Guarantee for ..... (**Rupees .....only**) and valid till ..... from the date of issue of Performance Bank Guarantee may be submitted within 15 (Fifteen) days from the date of acceptance as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (Lessee) failing to abide by any of the conditions referred in tender document / License / performance of the operate Food Court/Restaurant in leased premise etc. this bank shall pay to Indian Institute of Technology, Bhubaneswar on demand and without protest or demur Rs ..... (**Rupees ..... only**)

This bank further agrees that the decision of Indian Institute of Technology, Bhubaneswar (Lessor) as to whether the said Tenderer (L) has committed a breach of any of the conditions referred in tender document/ License shall be final and 1.

We, ..... (name of the bank & branch) hereby further agree that the guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Licensee) and/ or Indian Institute of Technology Bhubaneswar, Bhubaneswar(Buyer).

**Notwithstanding anything contained herein:**

1. Our liability under this Bank Guarantee shall not exceed **Rs ..... (Rupees ..... only)**.
2. This Bank Guarantee shall be valid up to ..... and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if Institute serve upon us a written claim or demand on or before .....(date).

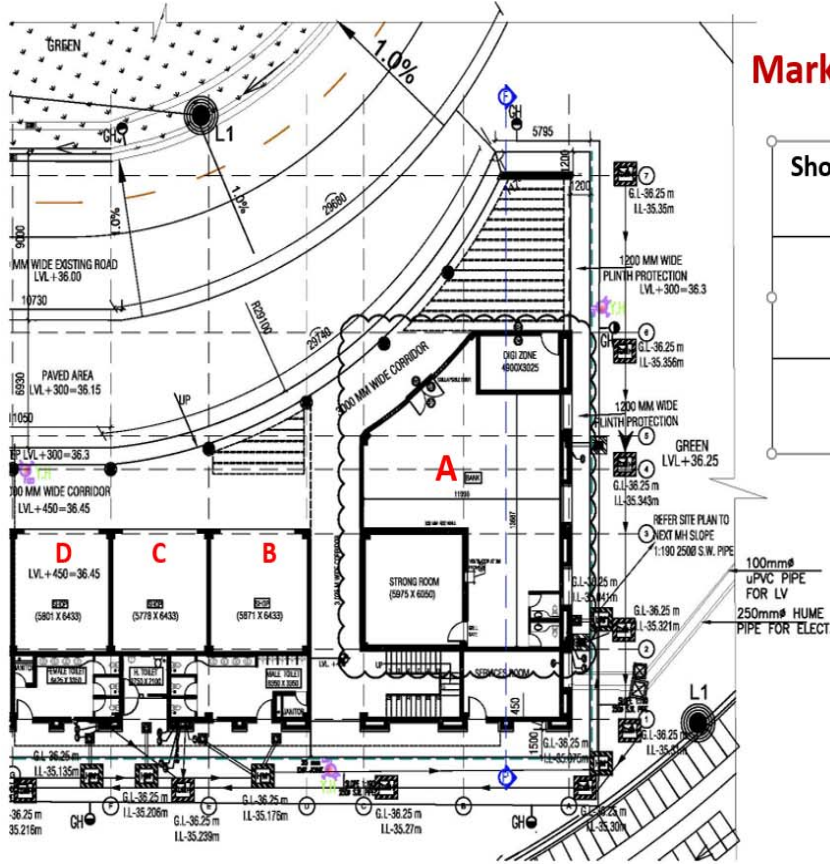
This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at ..... situated at ..... (Address of local branch).

Yours truly,  
Signature and seal of the guarantor:  
Name of Bank:  
Address:  
Date:

**Instruction to Bank:** Bank should note that on expiry of Guarantee Period, the Original Guarantee will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.

Stationery/Books and Photocopy Store, at New Market Complex (Academic Area):SHOP NUMBER:B

**Market Complex at Academic Area**



Shop No.	Space available in Sft	Earmarked for
B	406	Stationery Cum Photocopy Centre Shop
D	403	Bakery Shop