



Ref: IITH/215/MS/Tender/Amenity Complex-1/2023, dated. 29.08.2023

OPEN NOTICE INVITING TENDERS

Sealed Tenders are hereby invited by the Director, IIT Hyderabad from the eligible bidders, for award of licenses to run of various shops at the Amenity Complex of IIT Hyderabad as follows:

Table-1: Schedules for bid submission

Schedule No.	Shop No.	Carpet Area (Sqft)	Reserve License Fee (Rs.)	Name of the Service	Timings
I	5	124.38	3,036.00	DTP & Binding	10:00AM to 08:00 PM
II	6	125.76	3,054.00	Fancy & Sports Store	10:00AM to 08:00 PM
III	9	142.57	3,272.00	Tailoring Shop	10:00AM to 08:00 PM

A. Tender Schedule:

1	Download of Tender Document starts from	29.08.2023
2	Bid Closing Date & Time	20.09.2023 at 12:30 Hrs.
3	Bid Opening Date and Time	20.09.2023 at 15:00 Hrs.

B. Before filing the bids, the bidders are requested to consider all the amendments/ clarifications, if any, issued by this Institute and placed on its website.

C. Other Important Limits:

1	Tender Processing Fee (Non-refundable)	Rs._590/- incl. of GST per each schedule
2	Earnest Money Deposit (EMD) (refundable without interest)	Rs.15,000/- per schedule
3	Bid Validity period	90 days from the date of opening of Price bids
5	Performance Security Value	10 months License Fee.
6	Period of Signing the Contract	Within 7 days

Registrar
IIT Hyderabad

NOTICE INVITING TENDER

1. **Tender Form:** The tender document can be downloaded from the Institute's website <https://iith.ac.in/tenders/> and also from CPP Portal; Tender document will not be issued in person.
2. **Scope of Work:**
 - 2.1. The Shop/Service wise list of items to be provided along with its prices (if any) is provided at **ANNEXURE-IV** of this tender document. The bidder should not change the prices mentioned in the **Annexure-IV** during the contract period.
 - 2.2. **Operational timings:**

All Shops: Refer to Table 1 timings column

The operational timings can be modified by the Institute based on requirement.
 - 2.3. **Expenditure for common cleanliness:** The successful bidder for shops 11-15 (wet canteen) shall be responsible for the overall cleanliness of the premises including removal of solid waste. The vendors of shop no's 6 to 8 shall pay a fixed monthly amount of Rs.2000/- per month and other vendors shall pay Rs.3000/- per month to Wet Canteen Vendor (Shops 11-15) exclusively for the purpose of cleaning / maintenance in addition to the License fee.
 - 2.4. The Wet Canteen vendor (Shops 11-15) is solely responsible for the cleanliness and maintenance of the premises throughout the business hours, i.e. 8 AM to 10 PM on all days. The vendor shall employ adequate manpower for cleaning of the premises, including the dining area. Failure to uphold cleanliness standards will result in a penalty of Rs. 1000/- per day for the initial three days within a given month. In the event of a recurrence, the penalty will escalate to Rs. 3000/- per day for the subsequent three days of that same month. Should the violation persist further, the penalty will increase to Rs. 10,000/- per day for the remaining days of the month.
3. **Period of Contract:** The license shall be given initially for a period of one year. The IITH may renew/extend the License to such further period (s), as it may deem proper and in any case not exceeding **three years** from the date of commencement License having regard to the quality and manner of the contractor's performance. However, it shall be with consent/written request by the contractor in this regard.
4. In case the tender opening date happens to be declared as closed holiday, the tender will be opened on the following working day, without any change in timings.
5. **Bid Validity Period:** The tenders shall be valid for a period of 90 days from the date of opening of price bids.
6. **Visit of the Campus:** Interested bidders are advised to visit the IITH premises on any working day between 10:00 Hrs to 17:00 Hrs and ascertain the nature and quantum of work before bidding.

7. Tender Processing Fee:

- 7.1. Bidders should furnish non-refundable tender processing fee of **as mentioned in the tender schedule above**, in the form of Demand Draft drawn in favour of “The Director, IIT Hyderabad” payable at Hyderabad.
- 7.2. Tender processing fee in any other form will not be accepted as valid.
- 7.3. Only the firms having valid registration with NSIC/MSME for providing required services are exempted from payment of Tender Fee.

8. Earnest Money Deposit (EMD):

- 8.1. Bidders should transfer EMD of **mentioned in the tender schedule above** in the form of Demand Draft in favour of “The Director, IIT Hyderabad” payable at Hyderabad.
- 8.2. EMD in any other form will not be accepted as a valid EMD.
- 8.3. The EMD of the successful bidders will be returned on receipt of Performance Security Deposit.
- 8.4. EMD of the unsuccessful bidders will be returned without any interest after finalization of the contract.
- 8.5. Only firms having valid registration **with NSIC/MSME for providing required services are** exempted from payment of EMD.

- 9. Performance Security Deposit:** For due performance of his/their obligations under the contract, during the validity, the successful bidder shall have to deposit a Security Deposit equivalent to **10 months License Fee (quoted by the selected bidder)**, which will be free of interest, before commencement of the contract. This security deposit is to be furnished in the form of Demand Draft or Bank Guarantee as per the format furnished by the Institute, from any of the Nationalized or scheduled banks. The security deposit will be forfeited in case of the breach of contract. After successful completion of the contract, the security deposit will be refunded without interest within 60 days after adjusting dues if any to the IITH from the Contractor.

10. Eligibility Criteria:

- 10.1. The bidder should have valid registration and trade license for running of the said service [copy to be attached].
- 10.2. Bidders should have registered with PAN/GST [copies to be attached].
- 10.3. Bidder should submit an affidavit on a non-judicial Stamp Paper, **in original**, duly certified by a Notary for the following
 - 10.3.1. That the Partners of the firm or sole proprietor or Company as the case may be, has never been black-listed and the name of the firm or company has not been changed
 - 10.3.2. That there is no police case/vigilance enquiry pending against the Partners of the firm or sole proprietor or Company as the case may be, and that he has never been punished by any Hon’ble Court.
 - 10.3.3. That there are no dues towards income tax as on the date of the affidavit.
 - 10.3.4. that the contractor is not an employee or a close relative (including son, daughter, and siblings of self or spouse) of any employee of IIT Hyderabad.

- 10.4. The bidder should have valid Labour License, EPF and ESI registrations (if applicable).
- 10.5. The bidder should submit duly signed and stamped tender document along with their bid as a token of acceptance of all the tender terms.

Note: All the copies of mandatory documents, except affidavits mentioned in 10.3 above, submitted by the tenderer should be attested by the Contractor. The affidavits mentioned in 10.3 above should be attested by a Notary Public. Failure to comply with these conditions renders the tender/bid automatically disqualified. The original documents should be produced for verification at any stage of tender process as and when sought for, failing which; the bids are liable for disqualification.

11. Bid Submission Procedure:

- 11.1. Separate Bids shall be submitted for each schedule as per Table-1 above.
- 11.2. Bidders should submit a sealed cover in respect of each schedule contains the following:
 - 11.2.1. Tender Fee
 - 11.2.2. EMD
 - 11.2.3. All the supporting documents in respect of their eligibility criteria.
 - 11.2.4. Price/Financial bid
- 11.3. The bid completed in all aspects should reach this office at the following address duly superscribed **“Tender for running of _____ at Shop No. _____ at Amenity Complex of IITH”** in person/by Speed-post/by Courier, by the bid closing date and time (Note: IITH is not responsible for any postal delays).
“Tender box, Room No. 222-B, MS Section, Academic Block-A, IIT Hyderabad, Kandi, Sangareddy-502284”
- 11.4. Strict adherence to the formats wherever specified is required. Non-adherence to the formats and/or submission of incomplete information may render the tender invalid and result in rejection of the bid.
- 11.5. Conditional bids will summarily be rejected.
- 11.6. The tenders received after the due date/time will not be considered under any circumstances, they stand summarily rejected and will not be opened.

12. Bid Evaluation Process:

- 12.1. The evaluation will be separate for each Schedule.
- 12.2. Among the eligible bidders, the bidder who quote the highest license fee for each schedule will be selected for award of the contract.

13. Force Majeure :

IIT Hyderabad may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that the delay/default, in performance or other failure to perform its obligations under the Contract, is the result of a Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.) acts of states, the direct and indirect consequences of wars (declared or undeclared) hostilities, national emergencies, civil commotion and strikes at successful Bidder’s premises.

14. The Director, IITH reserves the right to:

- 14.1. Reject any or all the tenders without assigning any reason whatsoever.

- 14.2. Not bind himself to accept the lowest or any tender; and
 - 14.3. Accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
15. Canvassing in connection with tender/quotation is strictly prohibited.

Registrar
IIT Hyderabad

INSTRUCTIONS TO BIDDERS FOR PREPARATION OF BIDS

1. Bidders should submit a sealed cover contains the following:
 - a. Tender Fee
 - b. EMD
 - c. All the supporting documents in respect of their eligibility criteria.
 - d. Price/Financial bid
2. **Filling tender forms:** The tender should be clearly filled or typed and signed in ink legibly giving full address of the tenderer. The tenderer should quote in figures as well as in words the amount tendered by him. Alteration if any, unless legibly attested by the tenderer with his full signature shall invalidate the tender. The tender should be duly signed by the authorized persons. In case there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.
3. **Alterations, etc.:** The tenderer should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left.
4. **Invalidation of bid:** Failure to fulfill any of the conditions laid down renders the tender invalid.
5. **Preparation of Technical Bid:** Technical Details should be provided in the prescribed format i.e. *Annexure-I*.
6. **Preparation of Price Bid:** Price bid should be in the format enclosed with tender at Annexure-II. A conditional offer will render the tender/bid automatically invalid.
 - a. The tender should be clearly filled in or typed and signed in ink legibly giving full address of the tenderer. The tenderer should quote in figures as well as in words the amount tendered by him. Alteration if any, unless legibly attested by the tenderer with his full signature, shall invalidate the tender. The tender should be duly signed by the authorized persons. In case there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.
 - b. The tenderer should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left.
7. Failure to fulfill any of the conditions given above shall render the tender liable for rejection.

GENERAL TERMS & CONDITIONS

(Please read the following carefully and give acceptance for the same in the prescribed format and submit it with the Technical Bid).

A. GENERAL INSTRUCTIONS:

1. The bidders submitting tender would be deemed to have inspected the premises, considered and accepted all the terms and conditions of contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.
2. In case the tender opening date happens to be declared as a closed holiday, the tenders will be received and opened on the next working day without any change in timing.
3. All the services shall be provided as detailed in the tender document and as directed by the officer concerned.
4. The Licensee shall not alter/modify the space without prior written approval from the concerned authorities.
5. **Electricity and Water charges:** Individual Electricity meters will be fixed to each shop. Licensee should pay Electricity and water charges as per the respective slab rates along with applicable GST.
6. **License Fee:** Licensee should pay the License fee **within 7 days** from the date of receipt of invoice and the payment acknowledgement should be furnished to the authority/section concerned. If the Licensee fails to remit the Invoice amount (License fee, Electricity & water charges) within 7 days from the date of invoice, additional license fee of **Rs.500/- per day** during the period of delay will be imposed in the invoice of the subsequent month.
7. It is the responsibility of the Licensee to maintain a hygienic environment in their surroundings. Licensee should keep adequate number of dustbins near their allotted space.
8. The Institute shall have the right to impose penalty commensurate with the fault and amount towards damages if any, shall be recovered from the bill.
9. The Licensee shall abide by all laws and regulations and statutory obligations in force from time to time including labour laws and shall indemnify the IITH from any claims in this regard.
10. All letters e-mailed to Licensee at the e-mail address given by him will be considered to have been delivered in time.
11. If it is observed at any stage that the quality of the service is not satisfactory, the License as a whole may be terminated and Security deposit will be forfeited. The Contractor will have no claims whatsoever on the IITH.
12. Water Dispensers: It is required that water dispensers be provided by the vendors.

13. In order to include any additional products or items for sale, the vendor is required to obtain permission from the Hostel Office. This can be achieved by submitting a comprehensive list of the items along with their respective prices.
14. Stock refilling should be carried out proactively to prevent stock depletion. Repeated instances of the shop being found out of stock will result in penalties being imposed.
15. The vendor responsible for schedule-X (wet canteen) must supply 60 Microns trash bags to be placed in the trash bins and ensure they are appropriately disposed of.
16. **Expanding Brand List:** Vendors should be open to expanding the variety of brands and products they offer. If vendors wish to add any extra items, they must first submit the prices and a list of the items to the IITH Hostel Office for approval.
17. Emergency Lights: Each shop must have functioning emergency lights in case of power outages.
18. Shops shall function round the year. If for any reason the shop remains closed, prior approval from the Hostel Office shall be obtained.
19. Licensee will be fully responsible for any accident or mishaps involving workers engaged by the Contractor and the Contractor would pay claims made by these victims. The Contractor shall indemnify the IITH from any claims arising out of accidents, disabilities of any nature or death or arising out of provisions under law, or any other nature in respect of all workers engaged by the Contractor. The contractor will fully indemnify IITH against all claims in this regard.
20. It is the sole responsibility of the Licensee to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract:
 - Employment of Children Act
 - Workmen compensation Act
 - Contract Labour (Regulation & Abolition) Act 1970.
 - Minimum Wages Act
 - Employee Provident Fund Act
 - ESI Act
 - Any other act or legislation as may be applicable in force from time to time.
21. Any liability arising on the IITH shall be deducted from the Security deposit of the contractor. There would be no liabilities towards the workers of the contractor by the IITH.
22. The Licensee shall be liable to pay compensation for any loss & damage caused to the property of the IITH or its Staff Members/Students/Visitors by the contractor or his workers.
23. The Licensee shall be personally responsible for the conduct of his staff and in case of any complaint against any of his staff; the contractor will be under an obligation to replace the worker concerned within 24 hours when instructed by IITH authority. The contractor shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any of those laws. The IITH will not have any responsibility with regard to staff on the role of the contractor whatsoever.

24. The IITH reserves the right to terminate the License without assigning any reason by giving a notice of three months. The contractor will also have to serve a notice of three months, if he wishes to terminate the contract.
25. 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, IITH or any other officer nominated by the Director, IITH for arbitration whose decision shall be final and binding on the parties. The contractor agrees that the arbitrator could be an employee of the Institute & shall not have any objections in this regard. The proceedings before the arbitrator would be governed by the provision of the Arbitration Act 1996.
26. The persons deployed by the Licensee should be reliable, trustworthy, alert and efficient.
27. The persons deployed for work should not be involved in any police case or any case should not be pending against them.
28. A verification report in respect of all the personnel of Licensee from the police station of concerned residential areas should be submitted and also list of employees with bio-data of each employee posted to the Institute along with photo and thumb impression should be handed over to the Registrar of the IITH. Any changes should be informed immediately.
29. The Licensee shall be fully responsible for providing leave benefits, weekly off, National & Festival holidays etc., to the personnel deployed and as and when any of personnel comes late or proceeds on leave or absents himself/herself, it will be the prime responsibility of the contractor to provide a suitable substitute.
30. The bidder should not be employee of IITH, or any other central/state Government. He should submit a declaration to this effect.
31. The Licensee and his staff will make their own residential arrangement outside the premises of the IITH. No one will be granted permission to stay in the Institute/Hostels during night or during non-functional hours.
32. The Licensee shall not lease or sub-contract the whole or any part of the contract to anybody without the prior permission of the Director, IITH.

B. MODIFICATION OF TERMS AND CONDITIONS:

The IITH with the consent of the contractor may modify terms and conditions of the contract as and when necessary without affecting the basic nature of his contract.

C. COMMENCEMENT OF WORK:

The Contractor is required to start the services with effect from the date indicated by the Institute. In case it is found that the work has not been taken up from the date as indicated, the IITH at its sole discretion may cancel the work order and the EMD Security Deposit shall be forfeited without any further reference to the Contractor.

D. CANCELLATION OF CONTRACT:

1. Notwithstanding any other provisions in this contract, the IITH reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in public interest. The contractor is not eligible for any compensation or claim in the event of such cancellation.
2. If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Security Deposit issued to the IITH shall be forfeited without any claim whatsoever on IITH and the contractor is liable for action as appropriate under the extant laws.

Technical Bid**A. Documents/details to be mandatorily submitted:-**

S. No.	Particulars	Fill in the details	Submitted? (Y/N)	Pg. No.
1	Name of Firm/Tenderer/Company (in block letters) <i>[Firm registration certificate to be attached]</i>			
2	Permanent Address & Telephone No.			
3	Full Postal Address, Telephone/Fax No. E-mail:			
4	Name of the bank, address, account number, IFSC code			
5	Tender Processing Fee (Transaction ID and Date) <i>[copy to be attached]</i>			
6	EMD (Transaction ID and Date) <i>[copy to be attached]</i>			
7	PAN No. <i>[copy to be attached]</i>			
8	TAN No. <i>[copy to be attached]</i>			
9	GST No. <i>[copy to be attached]</i>			
10	Valid labour license issued by the State/Central Labour Department under Contract Labour Act duly attested by the Contractor. <i>[copy to be attached]</i>			
11	EPF Registration <i>[copy to be attached]</i>			
12	ESI Registration <i>[copy to be attached]</i>			
13	Experience as per Eligibility criteria <i>[Experience certificates to be attached]</i>			
14	An affidavit duly certified by a Notary for the declarations mentioned in Eligibility criteria <i>[to be submitted in original]</i>			
15	Income Tax Returns (for the last three Financial years) FY 19-20, 20-21 and 21-22 <i>[copies to be attached]</i>			
16	Tender document with bidders sign & seal on each page <i>[to be attached]</i>			
17	Any other relevant information			

I/We certify that the above information is true to the best of my/our knowledge and I/We do not have any relative of the rank of Under Secretary or equivalent working in IITH.

Signature of the Bidder
along with Seal

B. Details of Experience: Should be furnished in the following format-

S.No.	Name of the client and full address	Telephone and Official e-mail id of the client	Period of contract	Value of contract	Pg. No.
1					
2					
3					
4					
5					
6					

Important: Only certificates issued by the clients in letter head with date of issue and containing requisite details will be considered. Copies of work orders, agreements, extension letters and bills will not be considered.

Signature of the Bidder
Along with seal

Date:

(On the official letterhead of the firm)**ANNEXURE-II****PART - II
PRICE BID**

Tender Ref. No. IITH/215/MS/Tender/Amenity Complex/2023, dated. .07.2023

Bidders are to quote the License fee against the schedules for which they intend to submit their bid:

Schedule No.	Shop No.	Carpet Area (Sqft)	Name of the Service	Reserve License Fee (Rs.)	License Fee per month (Rs.) excl. of GST (to be quoted by the Bidder)
I	5	124.38	DTP & Binding	3,036.00	
II	6	125.76	Fancy Store	3,054.00	
III	9	142.57	Tailor Shop	3,272.00	

Note:

1. License fee is to be quoted excluding GST. GST @ 18% will be extra.
2. Bidders may quote for the one or more intended schedules.
3. **Separate Tender Fee and EMD have to be paid for each schedule/ shop.**
4. Only quoting the price without furnishing Tender Fee and EMD will not be considered.

Signature of the Tenderer with Seal & Address

Date:

(On the official letterhead of the bidder)

LETTER OF CONSENT

Date: _____

To
The Director
IIT Hyderabad

Tender Ref. No. IITH/215/MS/Tender/Amenity Complex-1/2023, dated. .07.2023

Name of Work: Running of various shops at Amenity Complex of IIT Hyderabad.

Sir,

I/We understand the nature and quantum of work to be carried out. I/we have read the various conditions to tender including general conditions and hereby agree to abide by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 90 (Sixty) days from the date fixed for opening the Part II and in case the tender is withdrawn within the validity period or the contract if awarded is not accepted, I/We understand that my/our "Earnest Money Deposit" submitted along with the tender will be liable for forfeiture. The rate quoted is firm and I/we will execute the work as per the rates quoted in the attached schedule and hereby bind myself/ourselves to carry out the work during the entire contract period as per the letter of acceptance of the tender/contract. I/We also hereby agree to abide by the rules and regulations of the IITH, general conditions of the contract as amended from time to time and to carry out the work according to the conditions of the contract laid down by IITH.

The full value of the Earnest Money Deposit (EMD) shall stand forfeited without prejudice to any other right to remedies if:-

I /We do not execute the contract documents within 7 (seven) days after getting information from IITH, or

I / We do not commence the work within 15 (fifteen) days after getting information from IITH.

Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Tenderer(s) with Stamp, Address:

SCOPE OF WORK**SCHEDULE NO.: I (SHOP NO. 5): DTP & BINDING**

Service Description	Price (Rs.)
Xerox machine(laser printers)	1/- per side
Inkjet printers(color Xerox)	5/- per side
DTP Services	to be decided by vendor after discussing with Hostel office and gymkhana
Laminator(for lamination)	
spiral binding coil	
spiral binding sheets	
spiral binding machine	
Printing papers (A4, A2, A3 etc.)	
Computer system	
Printers and scanners	
UPS	
Design software	

SCHEDULE NO.: II (SHOP NO. 6): FANCY STORE

Items	Prices
Door Mat	Not Exceeding MRP
Dustbin	
Hand wash	
Hit	
Naphthalene Balls	
Mosquito Refill Machine	
Mosquito Repellant Refill Liquid	
Mug	
Detergents	
Plastic Bucket	
Room Freshener	
Broom	
Shampoo	
Soaps	
Bedsheets	
Towels and bathroom accessories	
Laundry bags	
Shuttle Cocks	
Table Tennis Bats	
Foot Ball, Volley Ball etc.	

Items	Prices
Desk lamps	Not Exceeding MRP
Room decorations	
Pillows	
Toothbrushes	
Tooth paste	
Blankets	
First aid kits	
Cold and flu medicine	
Pain relievers	
Band-Aids and adhesive tapes	
Gym bags	
Yoga mats	
Sports equipment (balls, rackets, etc.)	
Workout clothing	
Water bottles	
Umbrellas	
Locks	
Swimming suits	
Sports wear	
Various Sports accessories, repair services etc.	

SCHEDULE NO.: III (SHOP NO. 9): TAILOR SHOP

-Tailoring services