

**INDIAN INSTITUTE OF SCIENCE EDUCATION
AND RESEARCH PUNE**



TENDER DOCUMENT

FOR

ALLOTMENT OF SHOPS FOR GENERAL AND STATIONERY

STORE

Dr. Homi Bhabha Road, Pune 411 008

INDEX

Sr. No.	Particulars	Page No.
1	Tender Notice	3-4
2	Instructions for online bid submission	5-6
3	Scope of Work and Eligibility Criteria	7-9
4	Performa of Technical bid	10-11
5	General Terms and Conditions	12-14
6	Conditions Of the Contract	15-16
7	Specific terms & Conditions	17-21
8	Financial Bid	22
9	Covering Letter	23
10	Annexure-1 : Affidavit	24
11	Annexure-2 : Acceptance certificate	25
12	Annexure-3 : Details Of Present and Past Client	26
13	Annexure-4 : Format of Client Certificate	27
	Annexure-5 : Bidder Information Form	28-29
14	Draft Agreement	30-31



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान पुणे

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH PUNE

Dr. Homi Bhabha Road, Pune –411008

[www.iiserpune.ac.in]

TENDER NOTICE

[IISER/PUR/0589/18]

TENDER FOR ALLOTMENT OF SHOPS FOR GENERAL AND STATIONERY STORE

Indian Institute of Science Education and Research Pune is an autonomous Institute under Ministry of HRD, Government of India.

The Director, IISER Pune invites online bids (e-Tender in two bid system) for Allotment of Shops for General Store and Stationery Store.

The Tender Document can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app> or Institute website www.iiserpune.ac.in and bid is to be submitted online only through the E-procurement portal up to the last date and time of submission of tender. No manual bids will be accepted.

Technical Bid and Financial Bid should be submitted in the E-procurement portal. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 91-8826246593.

Important Dates of Tender:

Sr.	Particulars	Date	Time
1	Date of Online Publication / Download of Tender	16/03/2020	18.00Hrs
2	Pre-Bid Meeting	23/03/2020	14.30Hrs
3	Bid Submission Start Date	30/03/2020	18.00Hrs
4	Bid Submission Close Date	07/04/2020	15.00Hrs
5	Closing date & time for Submission of original EMD & Tender Fee / Exemption Related Certificates, documents	07/04/2020	15.00Hrs
6	Opening of Technical Bids	09/04/2020	14.00Hrs

Pre Bid Meeting:

A Pre-bid meeting will be held at IISER Pune, Purchase Section, Dr. Homi Bhabha Road, Pune - 411008 on 23/03/2020 from 14:30 hrs to 15:00 hrs (IST). All prospective bidders are requested to send their queries by email at purchase@iiserpune.ac.in so as to reach latest by 22/03/2020 by 15.00 hrs. During Pre-bid meeting the answers / clarifications to the queries will be made available and also uploaded on Institute website. No queries will be entertained after the Pre-bid meeting.

Amendment to Bidding Documents:

At any time prior to the due date for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

All prospective bidders who have down loaded the Tender Document should surf Institute website from time to time to know about the changes / modifications in the Tender Document. The changes / modifications would also be hosted on the website of the Institute and all prospective bidders are expected to surf the website before formulating and submitting their bids to take cognizance of the amendments.

The Director, IISER Pune reserves the right to amend or withdraw any of the terms and conditions mentioned in the tender document or to reject any or all tenders at any stage without giving any notice or assigning any reason and not bound to accept the highest tender keeping in view the Interest of the Institute. The decision of the Director, IISER Pune in this regard shall be final and binding on all.

Director

INSTRUCTIONS FOR ONLINE BID SUBMISSION

This tender document has been published on the Central Public Procurement Portal ([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) & Institute website www.iiserpune.ac.in . The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

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

REGISTRATION :

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their account.
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 CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
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.
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 / eToken.
7. The CPP Portal also has user manual with detailed guidelines on enrollment and participation in the online bidding process. Any queries related to process of online bids or queries related to CPP Portal may be directed to the 24x7 CPP Portal Helpdesk.
8. The Institute will not be responsible for any type of technical issue regarding uploading of Tender on website.

SEARCHING FOR TENDER DOCUMENTS :

1. There are various search options built in the CPP 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 contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
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 CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
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.

PREPARATION OF BIDS :

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
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.
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 formats. Bid documents may be scanned with 100 dpi with black and white option.
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” 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.

SUBMISSION OF BIDS :

1. Bidder should log into the site well in advance for bid submission so that he/she 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. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. 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.
4. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
5. Upon the successful and timely submission of bids, 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.
6. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.
7. **Financial Bid to be submitted in Excel sheet and PDF.**

ASSISTANCE TO BIDDERS

- i. 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.
- ii. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **0120-4200462, 0120-4001002, 91-8826246593.**



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान पुणे

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH PUNE

SCOPE OF THE WORK

Indian Institute of Science Education and Research Pune (hereinafter referred to as the "Institute"), invites e-tender for allotment of Shops for General Store and Stationery store in IISER Pune Campus as per the tender document. The bidder shall provide the required items to the Institute, and the items should be available all the time at a reasonable or fixed price, best quality and right quantity.

General Store

All daily use of items should be available all the time at a reasonable price, best quality and right quantity, and reputed brands with international &/multi-city presence like: milk and solid milk products, bread, sanitary pads (children and adults), eggs, fruits, vegetables, edible oils, all types of pulses, flours, kitchen GENERAL items, baby and toddler items, drinks, spices, toiletries (soap, shower gel, detergent, hand wash, toothpaste, hair oil etc.), packed snacks (biscuit, namkeen, chocolates etc.), drinking bottles, perfume, deodorant, room freshener, goodnight, miscellaneous items, etc.

Stationery Store

All stationery material should be available in the Stationery store

Guidelines:

- 1) Bills have to be provided to every customer.
- 2) Home delivery service is to be provided at no extra cost within the campus.
- 3) As far as possible all the material to be sold be packed and of standard and reputed brand.
- 4) Weights and measures of approved Govt. Agency only to be used. Weighing should be done only on Electronic Government approved brand machines with adequate back up machines. Weighing by traditional instruments strictly not allowed.
- 5) Encouraged to install swiping machines for convenience in payments for the goods delivered.
- 6) Institute will not be responsible for the credit extended under any circumstances.
- 7) Schemes allowed by companies to be passed on to the community.
- 8) Not allowed to hold promotional events or stalls for introducing new products outside the shop. If possible the same may be held within the shop with prior permission. Not allowed to sell any outer space of the shop for advertising by way of paintings, posters etc.
- 9) 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.

10) Supermarket kind of accessibility will be advantageous to the customers.

Eligibility Criteria

All the Bidders / Agencies / Shopkeepers 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 bids those are not meeting the Eligibility Criteria stated below and not accompanied with the requisite documents/EMD shall be treated as incomplete hence be rejected.

- a. The bidder shall submit details of experience in running a shop or related field at least for a period of minimum three years before the date of tender along with documentary proof.
- b. The bidder should submit audited balance sheet and profit and loss accounts along with gross turnover and profit/loss for the last three financial years.
- c. The age of Applicant/Tenderer should be in between 18 years to 60 years on the last date of submission of tender.
- d. Educational qualification should be minimum 12th standard.
- e. Quality certificate, Food license or any other certificates / license as applicable may be submitted;
- f. Bidder should not be black listed/debarred by the Institute or any other agency for a period of one year from the last date of submission of this tender.
- g. Copy of Registration of the Shop/Agency / Firm / Company issued by the Municipal Corporation/concerned authority of the Maharashtra Shops and Establishment Act is must wherever applicable;
- h. The bidder is required to submit a self-attested copy of PAN and GST certificates.
- i. List of institutions/organizations (with complete postal addresses) served in the past and list of institutions/organizations where presently working, Names, designations and telephone numbers of concerned officers in the respective institutions/organizations may also be indicated

TECHNICAL BID

TENDER FOR ALLOTMENT OF SHOPS FOR GENERAL AND STATIONERY STORE

PROFORMA FOR EVALUATION OF TECHNICAL PERFORMANCE

OF THE TENDERING AGENCY / FIRM / COMPANY,

Sr.	Particulars	Mention Details (Do not state <u>attached</u> / <u>enclosed</u> / <u>refer attached document</u> etc.). Highlight relevant portion of the attached document.	Page No
1	Name and address of the firm Name, designation of contact person. Land Line No Mobile No Email (Submit proof of address having name of the Agency / Proprietor - Copy of Latest Municipal Corporation Tax Receipt OR copy of latest Land Line Telephone Bill OR copy of latest Electricity Bill, copy of the valid Shops and Establishment Registration certificate OR Copy of valid Lease Agreement etc.)		
2	Month and Year of commencement of business.		
3	The bidder shall submit details of experience in running a shop or related field at least for a period of minimum three years before the date of tender along with documentary proof. List of institutions/organizations (with complete postal addresses) served in the past and list of institutions/organizations where presently working, Names, designations and telephone numbers of concerned officers in the respective institutions/organizations may also be indicated	Yes / No Submitted / Not Submitted	
4	Agency / firm / bidder should have an average annual turnover of at least Rs. 1,50,000/ in the last 3 financial years. Turnover Certificate specifically duly certified by the Chartered Accountant to be submitted. Please do not submit copies of balance sheet / IT returns.	Yes / No Submitted / Not Submitted	

Sr.	Particulars	Mention Details (Do not state <u>attached</u> / <u>enclosed</u> / <u>refer attached document</u> etc.). Highlight relevant portion of the attached document.	Page No
5	GST Registration No PAN No-		
6.	Submit affidavit in the prescribed format (Annexure-1) on non-judicial stamp paper of Rs. 100/- duly attested by a Magistrate/Notary Public	Submitted / Not Submitted	
7	Submit acceptance certificate (Annexure-2) on a letter head in the prescribed format.	Submitted / Not Submitted	
8	All pages of the tender and draft agreement signed?	Yes / No	
9	Tender Fee (Non Refundable) to be submitted in the form of Demand Draft of Nationalized Bank / Scheduled Bank having minimum three months validity (To be submitted with Technical Bid) Refer terms and conditions of tender.	No._____ dated_____ for Rs. 1,180/- (Rupees One thousand one hundred eighty only) drawn on (name _____ of _____ the Bank)_____ _____ in favor of Director, IISER Pune payable at Pune	
10	Earnest Money Deposit (EMD) to be submitted in the form of Demand Draft of Nationalized Bank / Scheduled Bank having minimum three months validity (To be submitted with Technical Bid) Refer terms and conditions of tender.	No._____ dated_____ for Rs.5,000 /- (Rupees Five Thousand only) drawn on (name of the Bank)_____ _____ in favor of Director, IISER Pune payable at Pune.	

Signature : _____

Name : _____

Date : _____

Seal of contracting agency/firm/company



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान पुणे
INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH PUNE

GENERAL TERMS AND CONDITIONS

1. Scanned copy of Tender Fee and EMD in favour of The Director, IISER Pune must be uploaded with the Technical Bid.

Tender Fee, EMD Documents are also needs to be submitted in a sealed envelope by due date at the following address with covering letter having tender details :

Assistant Registrar (S&P)

Indian Institute of Science Education and Research Pune

Dr. Homi Bhabha Raod, Pashan

Pune-411008

Tel: 020 2590 8017

Email: purchase@iiserpune.ac.in

Tender received without Tender Fee and EMD Documents as per requirement will be summarily rejected.

2. **VISIT TO THE INSTITUTE**

The bidder may inspect the premises before submitting the tender form to acquaint himself with the area and operational system.

3. At the first stage, the Technical Bids shall be opened on due date and technical evaluation shall be carried out based on the Technical Bid Proforma, documents submitted in support, tendered terms, conditions, eligibility etc. Tenderer who submits Financial Bid with Technical Bid shall be disqualified. Bidders technically disqualified shall be intimated.
4. The Financial bids of only those tenderers will be opened who are declared qualified by the Technical Evaluation Committee. In case of multiple tenderer emerging as Highest I (H I), the shop will be allotted to the tenderer amongst H I with highest average annual turnover of last three years.
5. The tender is not transferable under any circumstances.
6. Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.
7. Tender in any form other than the prescribed form issued by IISER Pune shall not be considered and will be summarily rejected.
8. Earnest Money Deposit (EMD) of bidder who withdraws tender during the intervening period shall be forfeited.

9. SECURITY DEPOSIT

- a. The successful tenderer shall deposit Security Deposit in the form of Demand Draft drawn in favour of "Director, IISER Pune, and three months advance license fee within 15 days from the date of letter of intent.
 - b. The security deposit shall not carry any interest.
 - c. The Security deposit is refundable only after completion of license period.
 - d. Security deposit will not be adjusted towards the license fee payable by the licensee during the license period.
 - e. The security deposit of licensee of Shop shall be refunded only after removal/dismantling additional structures, constructed by them for their use, if any.
 - f. In case the licensees vacate the premises without dismantling /removing the additional structures the cost of dismantling /removing the additional structures shall be adjusted out of the security deposit and the balance shall be refunded.
 - g. The Security deposit is liable for forfeiture in the event of failure by the licensee to pay the license fee or termination of license or for breach of any condition/conditions of license.
10. In case any public complaint is received attributable to Misconduct /misbehavior of licensee personnel, a penalty of Rs.5000/- for each such incident shall be levied. Further the concerned licensee personnel shall be removed from the system immediately.
11. The Institute shall have the right to ask for the removal of any person of the licensee, who is not found to be competent and orderly in the discharge of his duty.
12. The antecedents of staff deployed shall be got verified by the licensee from local police authority and an undertaking in this regard to be submitted to the Institute.
13. All liabilities arising out of accident or death of staff deployed while on duty shall be borne by the licensee.
14. The licensee shall be responsible to maintain all property and equipment of the Institute entrusted to it. Any damage or loss caused due to willful act or negligence by licensee persons to the Institute in whatever shape would be recovered from the licensee.
15. That in the event of any loss occasioned to the Institute, as a result of any lapse on the part of the licensee which will be established after an enquiry conducted by the Institute, the said loss can be claimed from the licensee up to the value of the loss. The decision of the Head of the Institute or his authorized representative will be final and binding on the licensee.
16. The Institute may direct the licensee, to have any person removed that is considered to be undesirable or otherwise and similarly Licensee reserves the right to change the staff with prior intimation to the Institute.
17. Any liability arising out of any litigation (including those in consumer courts) due to any act of licensee personnel shall be directly borne by the licensee including all expenses/fines.
18. **License Period/Minimum Period of Doing Business (PERIOD OF CONTRACT):-**

The period of contract of Shops will be one year and extendable up to 03 years on the basis of satisfactory service performance.

- a. 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 (1) year, the licensee has to pay the balance amount which falls short of the amount equivalent to (1) One Year license fee.
- b. The license fee shall be increased by 7 percent (%) every year.
- c. The successful tenderer/allottee shall enter into agreement/deed of license within (7) days from the date of submission of security deposit. If the allottee fails to enter into deed of license within 7 days from the date of submission of security deposit, the Security Deposit and three months advance license fee is liable for forfeiture.
- d. Payment of License Fee: The licensee shall have to pay monthly license fee on or before 05th of every month. In case of belated payment of monthly license fee, electricity and water charges penalty @ 36% per annum of the amount due shall be paid.

CONDITIONS OF THE CONTRACT

1. The bidder must fulfill all the requirements given in the Technical Bid and terms and conditions of the tender.
2. Photocopies & supporting documents submitted on CPP Portal should be legible.
3. The Director, IISER Pune shall have absolute right and authority for the suspension/ revocation of security in case of breach of any clause of the Agreement by giving prior notice.
4. The contract cannot be transferred or assigned by the licensee to any other person/ firm.
5. The Licensee shall be responsible for all injuries and accidents to Persons employed by it. Licensee will also cover, through an Insurance Policy, its personnel for personal accident whilst performing the duty at his own cost.

6. Fraud and Corruption:

The IISER Pune requires that bidders, licensee, if any, observe the highest standard of ethics during the execution of such contracts. In pursuit of this policy,

(a) The terms set forth below are defined as follows:

- (i) “**Corrupt practice**” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (ii) “**Fraudulent practice**” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) “**Collusive practice**” means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, noncompetitive levels; and
- (iv) “**Coercive practice**” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(b) The IISER Pune will reject a proposal for award if it determines that Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent collusive or coercive practices in competing for the Contract in question

7. Interpretation of the clauses in the Tender Document / Contract Document

In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, **Director, IISER, PUNE’s interpretation of the clauses shall be final and binding on all parties.**

8. The Licensee shall conform to the provisions of various Central/State Act(s) or the Regulations on the subject as well as terms and conditions of the contract. He will be liable for the deduction of TDS on the total bill as per provision of the Income Tax Act, or as applicable from time to time.
9. The Licensees shall take all reasonable precautions to prevent any unlawful act or disorderly conduct of its employees so deployed for the preservation of peace and protection of persons and property of the Institute.

10. The Institute shall have further right to adjust or readjust or deduct any of the amounts as aforesaid from the payment to be made to the Licensees under this Contract or out of the security deposits of the Licensee.

8. **TERMINATION OF THE CONTRACT** :-

- i) Termination of agreement/License duly forfeiting the Security Deposit in the event of:
 - a. The licensor is at liberty to terminate the license with one months' notice, without assigning any reasons.
 - b. The licensee has to give (3) three months advance notice to the Institute for termination of contract. If licensee failed to give 3 months advance notice for the termination of contract, security deposit will be forfeited.
 - c. The licensee defaults in payment of license fee for three months consecutively or three times in calendar year, the license can be terminated and the security deposit will be forfeited.
 - d. The licensee fails to do the business within (15) fifteen days from the date of agreement, the license can be terminated and the security deposit will be forfeited.

- ii) The licensor shall have the right to terminate the license (contract) if in his opinion the quality of goods/services sold is not up to the standard/satisfactory besides forfeiting the security deposit.

9. **JURISDICTION** : The contract will be subject to Pune Jurisdiction, In case of any dispute, only Pune Court will have jurisdiction.

Director

SPECIFIC TERMS & CONDITIONS

1. The shops shall be allotted through Bid only and to the highest offer for license fee by bidder only.
2. There are 2 shops, bidder may offer his highest monthly license fee for particular shop he/she willing to keep. Bidder can apply for each shop, but one person can get only one shop.
3. The minimum license fee payable is given below. The bidder is at liberty to quote license fee higher than the minimum prescribed license fees.
4. The minimum license fees per month for General Store is Rs. 14.27 Per Sqft and Stationery store is Rs.11.00 Per Sqft of Plinth area, the area of the offered shops is given below. Any price quoted below the minimum monthly rent, the Bid shall be rejected. The area and minimum monthly rent of shops.

Type of Shop	Area of shop in Sq feet	Rent per Sq feet	Minimum Rent per month (in Rs.)	Security Deposit in Rs.
General Store	720	14.27	10275.00	20,000/-
Stationery store	270	11.00	2970.00	3,600/-

5. Product Pricing: The items permitted to sell in the shops, shall not higher than the rates prevailing in the local market or shall not exceed MRP as the case may be and shall run the business in accordance with laws. Committee of the Institute may verify the price of the selling items time to time. In case of any discrimination, penalty may be imposed and administrative action can be taken.
6. The Licensee is restricted to make any change in electrical wiring, fittings etc without prior permission of the Institute. The Licensee shall not make any structural changes in the shop allotted to him/her under any circumstances. If at any time it is found that the structural changes have been made which directly or indirectly is effecting the stability of the building, the said deed shall be cancelled immediately and the Licensee will be prosecuted and the shop impounded with risk and cost of the defaulter Licensee.
7. The Licensee have to pay the electricity bill as per actual meter reading to IISER PUNE and water charges at a flat rate of Rs.100 per month.
8. in case of telephone connections, charges on account of fire safety, insurance cover and security of article within the shop and any other charges, the same shall be made and arranged on his/her own, by the allottee/shop holder. The IISER PUNE will not be responsible for any kind of such payment under any circumstances. The Licensee shall be solely responsible for discontinuation of any such service due to nonpayment of bills etc, without any liability on IISER PUNE.

9. The Licensee shall not utilize any additional common space other than the allotted area of shop. The encroachment in service passage, staircase area and other open space shall not be allowed and will attract penalty.

The ownership of the shop and its legal possession will remain with IISER PUNE. The Licensee will have the right to use the shop during the license period for the approved purpose only.

10. The shop shall remain open for seven days a week and during the time as decided by the institute. Any closure must be done with approval of competent authority of the institute and proper prior notification among the residents of the campus, IISER PUNE community.
11. If the shop remains closed for more than 7 days without proper permission, it will be presumed to have been closed down. As such, the fresh proposals will be invited for the shop and the loss will be recovered from the first Licensee till that is taken over by the second Licensee
12. The Institute will not be responsible for the payment of any bill due against any member of the Staff, employee and students etc. A notice to that effect shall be prominently displayed on the shop premises.
13. During the period of lease, if the shop is required by the Institute, the lease can be cancelled and the Licensee shall have to vacate the shop within the time specified. In case of such an eventuality, no compensation except proportionate lease amount for the unexpired period of lease shall be returned.
14. The Licensee shall not transfer or sublet the shop or any part of the premises leased out to him/her. In case the Licensee is found to sublet the shop his/her lease will be cancelled immediately.
15. The Licensee shall arrange his/her own furniture, partition, installations, shelves, etc. inside the Shop.
16. The Institute shall be entitled to recover any outstanding dues including penalty/fine, installment and other due from security deposit of the Licensee.
17. The Licensee will not be allowed to open the facility of the shop to the outsiders. The shops are solely meant for use by the Residents, Students, Visitors and Staffs of the Institute.
18. The Shop will be on Non-Exclusive basis and more than one shop of the same kind can be opened by Competent Authority in the same premises or in other premises of the Institute initially or subsequently. The Licensee shall not be entitled to raise any objection or claim for any deduction in license period, license fee and security money in case some other shop is constructed in the Institute campus or in case there comes in existence any authorized shop. The Licensee shall equip the shop for running the business to the satisfaction of the Institute authority and shall display the articles in presentable manner.
19. The items shall be sold in the shop as decided by the Institute from time to time.
20. Articles required/sold shall be of the best available quality, reliable and economical. The approved articles/ items sold/ stored for sale in the shop shall be of good quality, if

anything sub-standard quality found Competent Authority or any other officer authorized by him on his behalf may seize the whole stock or part thereof and order the destruction there of.

21. To regulate price and quality, regular monitoring and supervision shall be made any time by an officer/official so authorized by the competent authority and submit the report of the irregularities, if any, to the office for necessary action by the committee, or authorized officer by the competent authority.
22. Only such articles shall be offered for sale, which are particularly approved by the Institute for the shop. The Institute may by order in writing to prohibit the sale of the articles, which are in contravention of the instructions.
23. Old/stale/expired items (i.e. beyond expiry date) should not be kept in the shop.
24. Reputed brands with international &/multi-city presence will be preferred.
25. The Committee will have right to see the quality, market price, and reasonability of the items.
26. Weights and measures of approved Govt. Agency only to be used. Weighing should be done only on Electronic Government approved brand machines with adequate back up machines. Weighing by traditional instruments strictly not allowed.
27. Encouraged to install swiping machines for convenience in payments for the goods delivered.
28. No subletting of work will be allowed at any stage.
29. The rate of various Items, services are to be displayed in the shop. Receipt shall be provided to all customers for every item sold whether the same is demanded by customer or not.
30. The sample of the articles can be collected at any time by the Competent Authority or his representative and if found substandard, appropriate punishment including cancellation of license can be imposed.
31. The Licensee shall keep a Complaint Book which shall be made available on counters to the Customers and authorized Officer(s) of the Institute shall have the right to see all these Complaint Books as and when required.
32. In case of any default, complaint or deterioration of requisite quality of items, the Licensee shall be liable to pay reasonable penalty levied by the Institute and shall deposit the penal amount as per direction of the Institute.
33. Over charging of rates is strictly prohibited. In case of default, his license will be cancelled. The sale, storage or stock, deposit of Narcotics, tobacco, alcohol and other contraband & dangerous goods/materials in any form is strictly prohibited in the shop. Further, Smoking and consumption of Alcohol/intoxicants in the premises are strictly prohibited.
34. The allottee/shop owner shall maintain the premises in good condition and keep it clean and tidy always.

35. The waste must be disposed of and 100% cleared before closing of each business day and cleared at sufficient intervals during the day. The firm shall maintain neat and cleanliness of the premises at all times.
36. In case of any loss or damage to the Customers due to him/her employees negligence, the Licensee shall be responsible to make good the loss to the customer.
37. No child labour shall be employed by the licensee in any case. Full details of the employed person will be maintained by the licensee and will be provided to competent authority as and when demanded.
38. The licensee will not appoint any employee without proper police identification/verification and shall supply the list of his workers deployed by him who shall be equally responsible to receive any orders/information issued from this office rather they shall be treated as like licensee in this regard.
39. The licensee shall be fully responsible for good conduct and character of his/her employee(s) and employees shall be properly dressed and ensure that the dress is neat & clean at all times.
40. The licensee shall be responsible for the repair of shop required, if any, during the lease period.
41. The allottee/shop owner shall not dump any empty packing, baskets or any material on the roof or in the open space outside the premises not allotted to him and shall be responsible to maintain all reasonable standard of cleanliness and hygiene in the shop & the surrounding areas and disposal of garbage, in default a fine up to Rs. 1000/- can be imposed on the licensee by the Competent Authority.
42. On cancellation of lease, the shop shall be vacated by the allottee/shop owner immediately from the date of issue of notice in writing by the Institute. The Institute shall take immediate possession of the shop and make alternative arrangements to run the same immediately. If any material or fitting belonging to him/her are not removed by him immediately as directed by the Institute, these will become the property of the Institute.
43. The licensee shall be responsible to make all arrangements to ensure with regard to the safe custody. The Institute shall not be responsible for any damage, loss or theft in shop, if any.

The allottee/shop owner shall not raise any legal dispute in the court of law and if there is a dispute the matter will be referred to an Arbitrator who would be the Director, IISER PUNE or will be appointed by him and his decision shall be final and binding.
44. The decision of Director, IISER PUNE in regard to interpretation of the terms and conditions shall be final and binding and shall not be called in question in any proceedings before any court or forum.
45. **Dispute Redressal & Applicable Laws**
In all disputes and doubts or interpretation of the clauses or conditions applicable to the license or otherwise, the decision of the Institute shall be final and binding on the licensee.

46. The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings/processing. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Pune only.
47. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act 1996 and the venue of arbitration shall be at Pune. The decision of the Arbitrator shall be final and binding on both the parties.
48. Force Majeure: Any delay due to Force Majeure will not be attributable to the Vendor. 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 Project 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 Vendor for a period exceeding a continuous period of 7 (seven) days.
49. Additional specific condition may be imposed by the Institute whenever considered necessary and appropriate. The same shall be intimated to the firm in due course.
50. The licensee shall strictly observe and follow all the orders and instructions issued by the Institute from time to time. In case of non-compliance of orders and breach of any of the terms and conditions of Lease Agreement, the lease/allotment can be cancelled by the Institute without assigning any reason and security amount will stand forfeited.

Financial Bid

PRICE SCHEDULE

**LICENSE FEES TO BE QUOTED ONLY IN THE EXCEL SHEET & PDF FORMAT ON E-PROCUREMENT PORTAL
AND SUBMIT ACCORDINGLY**

Name of the Tenderer _____

Particulars of Shop	License fees in Rs.(per month)	GST %	Amount of GST	Gross Total
A	B	C	D=BxC	E=B+D
General Store	Rs. _____ per month (in figure)			

Particulars of Shop	License fees in Rs.(per month)	GST %	Amount of GST	Gross Total
A	B	C	D=BxC	E=B+D
Stationery Store	Rs. _____ per month (in figure)			

Note: The above respective shops shall be allotted to the highest offer of license fee by bidder only.

Signature and Seal of the Tenderer

(COVERING LETTER)

(To be submitted along with technical bid on letter head)

The Director

Indian Institute of Science Education and Research,
Dr. Homi Bhabha Road,
Pune 411 008

Subject: Tender for ALLOTMENT OF SHOPS FOR (i) GENERAL AND (ii) STATIONERY STORE

Reference: Tender Notice published in Daily newspaper / Institutes website / CPP Portal dated _____,

Sir,

With respect to the tender notice published in above mentioned Daily newspaper / Institutes website / CPP Portal, I / We hereby submit my / our tender in a required format.

I / We will adhere to the requirements prescribed by IISER Pune. I / We have carefully gone through the requirements, evaluation criteria, terms and conditions and prescribed formats carefully and I / We accept the same without any alterations/modifications.

Yours Sincerely,

Signature : _____

Name : _____

Seal of contracting agency/firm/company

(To be furnished on non-judicial stamp paper of Rs. 100/- duly attested by a Magistrate/Notary Public)
(To be submitted along with technical bid)

AFFIDAVIT

I/We (Name)_____ Licensees/Partner/Sole Proprietor (strike out which is not applicable of (Firm) _____ do hereby solemnly affirm and declare that the individual/firm/companies are not black listed by any Government Department / Autonomous body / Private Organization.

DATE, THE day of 2020

DEPONENT

ADDRESS _____

VERIFICATION

Verified that the content of above affidavit is true and correct to the best of my/our knowledge and belief. No part of it is false and nothing has been kept concealed there from.

DATE, THE day of 2020

DEPONENT

ACCEPTANCE CERTIFICATE

(To be submitted along with technical bid on letter head)

I..... (Designation)..... of

(Name of the Company)

Have read and understood and hereby accept the terms and conditions of the tender and agreement for the Integrated ALLOTMENT OF SHOPS FOR GENERAL AND STATIONERY STORE control services.

Signature : _____

Name : _____

seal of contracting agency/firm/company

Date:

Place:

DETAILS OF PRESENT AND PAST CLIENT

Please attach client certificates on their letterhead a period of the contract awarded,

Name & Address of Client (s) (Do not use abbreviations)	Period (From - To) (DD/MM/YYYY)	Remarks (if any)

Signature : _____

Name : _____

Seal of contracting agency/firm/company

DRAFT FORMAT OF CLIENT CERTIFICATE

[To be submitted on client's letter head. Certificate may be in any format but should have following minimum details]

Date :

TO WHOMSOEVER IT MAY CONCERN

This is to certify that (Name of Agency)_____ is / was engaged by us for ALLOTMENT OF SHOPS FOR GENERAL AND STATIONERY STORE with effect from_____ to _____.

Details of the ALLOTMENT OF SHOPS FOR GENERAL AND STATIONERY STORE provided by the Agency are as under:

Sr	Period (DD/MM/YY)	
	From	To

During the period of contract, services provided by the Agency has been : Poor / Satisfactory / Good / Very Good / Outstanding (Strike out whichever is not applicable)

Signature of Authorized Signatory

Name : _____

Designation : _____

Company Seal / Stamp

BIDDER INFORMATION FORM

Company Name : _____

Registration Number : _____

Registered Address : _____

Name of Partners /Director : _____

City : _____

Postal Code : _____

Company's Establishment Year : _____

Company's Nature of Business : _____

- Company's Legal Status (tick on appropriate option)
- 1) Limited Company
 - 2) Undertaking
 - 3) Joint Venture
 - 4) Partnership
 - 5) Others

- Company Category
- 1) Micro Unit as per MSME
 - 2) Small Unit as per MSME
 - 3) Medium Unit as per MSME
 - 4) Ancillary Unit
 - 5) SSI
 - 6) Others

CONTACT DETAILS

Contact Name : _____

Email Id : _____

Designation : _____

Phone No : (_____) _____

Mobile No : _____

BANK DETAILS

Name of Beneficiary : _____

A/c. No. CC/CD/SB/OD: _____

Name of Bank : _____

IFSC NO. (Bank) : _____

Enclose scan copy of cancelled Cheque.

Branch Address and Branch Code: _____

Other Details

Vendor's PAN No. _____

Vendor's GST No: _____x

DRAFT AGREEMENT
(To be finalized on award of contract)

AGREEMENT

This agreement has been signed on this ____ day of _____, 2020 at Pune

BETWEEN

Indian Institute of Science Education and Research Pune having its Office premises at Dr. Homi Bhabha Road, Pune - 401008 (hereinafter referred to as **INSTITUTE**) being “The Party of the First Part”.

AND

M/s _____, having its registered office at _____ (hereinafter referred to as **LICENSEES**) being “The Party of the Second Part”.

Whereas **INSTITUTE**, an Autonomous organization, under the Ministry of Human Resource Development, Govt. of India is in requirement to provide the ALLOTMENT OF SHOPS FOR GENERAL AND STATIONERY STORE as necessary.

Whereas **LICENSEES** is engaged and running the SHOP for General GENERAL Store to the Central Government Organizations / Autonomous Institutions / Academic Institutions / Research Laboratories / Research Institutes etc.

AND WHERE AS **LICENSEES** undertakes to provide the services as per terms and conditions agreed upon by both the parties.

NOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:-

TERMS AND CONDITIONS :

1. Duration of the contract shall be initially for a period of 12 months effective from _____ to _____, subject to appraisal and review by the Institute authorities from time to time.
2. The contract can be extended beyond one year up to three years based on satisfactory performance with the approval of the competent authority of the Institute.

3. Terms and conditions, requirements, obligations as enumerated in the Tender document shall also be part of this agreement unless otherwise specifically stated here.

(Authorized Signatory)

Indian Institute of Science
Education and Research, Pune

PARTY OF THE FIRST PART-

INSTITUTE

WITNESS

Signature_____

Name_____

Address_____

(Authorized Signatory)

PARTY OF THE SECOND PART-

LICENSEES

WITNESS

Signature_____

Name_____

Address_____
