



॥ सा विद्या या विमुक्तये ॥

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IIT DHARWAD

ಭಾರತೀಯ ತಂತ್ರಜ್ಞಾನ ಸಂಸ್ಥೆ ಧಾರವಾಡ
ಭಾರತೀಯ ಪ್ರೌಢೋಗಿಕ ಸಂಸ್ಥಾನ ಧಾರವಾಡ

INDIAN INSTITUTE OF TECHNOLOGY DHARWAD
PERMANENT CAMPUS (PC), CHIKKAMALLIGAWAD
DHARWAD 580 011, KARNATAKA

**TENDER FOR RUNNING STATIONERY CUM PHOTOCOPYING
SHOP AT IIT DHARWAD**

1. Introduction

IIT DHARWAD is an Institute of National Importance created by an Act of Parliament in 2016, which was established by the Ministry of Education (MoE), Government of India (GoI). IIT DHARWAD has been steadily establishing its operations in its new permanent campus, which is located at Chikkamalligawad village, DHARWAD, Karnataka.

IIT DHARWAD has total residents of about 1,300 students and 250 Faculty and Staff (Which will increase in upcoming years). The Institute intends to allot space in the Common Amenities Centre (Shopping Complex) on a license fee basis for opening and operating a Stationery cum photocopying Shop to the firm/individual interested in managing such outlet under its ownership/proprietorship to cater to the campus community's needs.

IIT DHARWAD will provide a shop in Common Amenities Centre in ground floor in which the service provider has to arrange all the required setup on his own to run the Stationery Shop with requisite quality and efficiency, IIT DHARWAD expects high quality of service from the service provider of best standards.

The bid will be hosted in GeM portal through forward auction the Contractor who provides the Highest License fee per month will be treated as Successful bidder and will be allowed to run the stationery shop in IIT DHARWAD.

2. Scope of Work

IIT DHARWAD wishes to have a Stationery cum photocopying shop, which will be a one-stop solution for all campus resident's basic stationery needs like Student academic essentials such as Books, Pens, Pencil, Registers, etc and Photocopying, Printing Services.

IIT DHARWAD requires a service provider to run and operate Stationery Shop in the campus to cater the campus residents and student community. The bidder can be an individual/ Franchisor / Franchise or Partnership firm of the Stationery Shop.

1. The shop should provide services like Photocopy - All Type, All Size, Printout - All type, All Size, Scanning- All Size, Spiral Binding, Book Binding, Thesis printing and binding. All types of files and folders, Registers, Notebooks, Geometry box, graph sheets, Calculators, Mechanical Pencils, Record books, Engineering Instruments, Pencil, Eraser, Marker, Sketch Pens, Colors, Chart Paper and Envelopes etc... which are daily essentials of the students. The service provider should make all attempt to sell the items based on the requirement of the campus community.
2. The rates of the photocopying, printing and scanning will be decided by the Institute (Refer to the Annexure-5 for the rates) the Contractor should adhere to the rates decided by the Institute strictly, no increase in the price will be entertained for any reason during the entire Contract period. However, for the items where MRP is mentioned the Contractor should sell the items on MRP or Prevailing Market Rates whichever is lower. The Contractor must follow the MRP and rates decided by the Institute strictly otherwise it will attract the penalty.
3. The paper used for photocopying and printing should be of a good quality, requested size and reputed brand. The stationery items of all reputed brands should be available to cater the student requirement. Selling low quality materials is strictly prohibited. As far as possible, all the materials to be sold are to be environment friendly and reputed brand.
4. The Contractor should use recyclable paper Only.
5. The Institute will provide only a shop to the Contractor, Contractor must arrange all the required furniture's (racks, table and shelves), Photocopying & Printing Machine, Computer and all the essential things on his own.
6. Alteration / installation work of any nature shall be carried out in the shop only with the prior approval of the Authorities of the Institute.
7. Sufficient manpower to run the shop should be provided/deployed and should not engage persons below the age of 18 years as workers and shall adhere to all applicable Labour laws.
8. The Service Provider and their employees should have a courteous and cordial relationship with the customers and the quality of the service to the customers should be of high level.
9. The shop should not go non-operational except in case of emergencies and with the prior information / permission of the Institute.
10. The arrangements for waste disposal should be made as per the terms and conditions specified by the Institute.

11. The service provider should make their own arrangements for obtaining all necessary required licenses / clearances / approvals from the Government, wherever necessary, and also ensure compliance of all necessary statutory regulations. The Institute shall not hold any responsibility in any manner whatsoever for any breach of Law/Rules of the government by the service provider on this account.
12. One time use and throwaway plastics are strictly prohibited. The service provider should have paper covers/bags or jute/cloth bags and biodegradable material to pack the items sold in their shops, failing which it will attract penalty and also will lead to the cancellation of the Contract with the Institute.
13. The license fee and other charges payable is subject to revision from time to time at the discretion of the Institute and payable from the date of its effect.
14. The service provider will keep a billing machine/bill book and will provide bill to all customers when requested without fail and will provide a monthly sales report to the authorized office when asked.
15. The service provider will provide Office materials required to the Institute on credit basis after the approval of the Competent Authority (if requested/ordered). The Service Provider should have extensive stock of all the required materials. The bills should be submitted to respective office for bill settlement.
16. The premises should be kept well-ventilated and well lit. No display/encroachment/storage is allowed outside the premises such as Corridor / Staircase space etc.
17. The bidder shall ensure that no product shall be sold from the premises which is prohibited to be sold within the premises of an educational Institute.
18. Suggestion/Compliant Book should be kept at the billing counter visible to all the customers. The Contracts & Services office shall have the rights to check this book (for a review of suggestions /complaints registered and action taken by the service provider) at any time.
19. The service provider should provide proper uniform to the engaged workmen without fail. The workers should always be in uniform during duty hours.
20. IIT DHARWAD encourages digital payment. The facility of Payment through UPI should be made available to the customers.

3. General Terms and Conditions.

3.1 Infrastructural and equipment related terms: -

- (a) Major civil and electrical works at the Stationery Shop will be attended by IIT DHARWAD. Maintenance jobs such as repair and running expenses are the responsibility of the Contractor.
- (b) The Contractor must make all the necessary arrangements to run the Stationery Shop successfully at the campus. The facility will be vetted by the IIT DHARWAD authorities for their quality and fitness before use. Upkeep of all items provided by IIT DHARWAD will be the sole responsibility of the Contractor.
- (c) Security of licensed premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the Contractor. Any damage to the Institute Infrastructure by the Contractor's team or caused due to their negligence will be repaired or replaced at Contractor's cost and shall attract penalty as per tender document.

3.2 Terms related to Cleanliness and Hygiene: -

- (a) Cleaning of Stationery Shop and its surroundings will be the sole responsibility of the Contractor. The highest possible standards of hygiene are expected. Violations attract financial penalties, as laid out in this document.
- (b) IIT DHARWAD is a total tobacco-free campus, therefore none of the staff deployed at the campus should be possessing or consuming tobacco products such as bidi, cigarettes, chewing tobacco in any form, gutkha, masala, pan etc. Violation will attract penalties.
- (c) Hygiene and sanitation standards should strictly comply with prevalent norms. The vendor shall maintain full hygienic conditions in the shop/outlet, in storage and in keeping the floor, furniture neat and clean, so as to maintain the standards and aesthetic values in the Shop/outlet. The licensee shall also have to make his own arrangements for safe storage of materials. Compliance to the hygiene standards will be checked periodically. Non-compliance to hygiene standards will be sufficient reason to terminate the contract.
- (d) Unusable/old/not working/stale/expired items/parts/goods should not be kept for sale and violation for the same will attract penalty.
- (e) The Waste/Garbage disposal is the Contractor's responsibility.

3.3 Daily functioning of the Stationery Shop: -

- (a) The Contractor will ensure Stationery Shop is functional on all days. In this process, it is expected that the Contractor will ensure highest standards of service, aesthetics, layout, professionalism, hygiene and cleanliness to the utmost satisfaction of the Institute Authorities.
- (b) The Working timings of the Stationery Shop will be at least from **12:00 PM to 08:00 PM** the service provider should ensure that the shop is open all days without fail. Running the shop/outlet beyond this time shall be carried out only with the prior permission of the Competent Authority of the Institute.
- (c) The Institute reserves the right to change the timings of the shop according to the convenience of the stake holders the Contractor should obey the instructions of the Institute.
- (d) All the services/items prescribed as per the tender document should be made available at all times. Permission for any alteration, addition, or deletion should be obtained from the Competent Authority. The Service Provider should make sure that all the additional stationery items requested by stakeholders not mentioned in the tender document should be made available at the earliest.
- (e) The vendor should display the rates in the shop premises.

3.4 Licensee fee, Electricity and Water Charges

- a) The bidder should pay monthly electricity charges as per the meter reading the Institute will intimate the bidder regarding the Consumption of the electricity or ₹ 1,000 per month if meter reading is not available. The bidder should ensure that there is no wastage of electricity.
- b) The water charges will be ₹ 100 per month. The bidder should not waste the water and electricity.
- c) The bidder should pay Internet charges as per actuals or ₹ 500 per month if he/she wishes to use the Internet facility of the Institute.
- d) The bidder should pay ₹ 200 per month towards cleaning and maintenance of the premises, if the Institute carry out the cleaning of the common areas of the Common Amenities Centre or the surroundings of the space allotted to the firm.
- e) The bidder must pay the License fee without fail in advance every month.
- f) All the above-mentioned Charges/fees should be paid within 7 Working days; otherwise a suitable penalty will be imposed.

4. Minimum eligibility Criteria

Institute will evaluate the responses of the Bidders. The Institute shall evaluate the responses to the tender document and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection. Incomplete/wrong supporting document/documentary evidence shall be treated as non-responsive and shall be rejected.

The decision of the Institute in evaluating responses to the tender document shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee. The Institute may ask for meetings with the Bidders to seek clarifications on their bids. The Institute reserves the right to reject any or all bids on the basis of any deviations. Each of the responses shall be evaluated as per the criteria and requirements specified in this tender document.

Sl No	Criteria	Documents to be provided
a)	The bidder should have a valid registration certificate to run a similar outlet	Relevant Registration certificate issued by the Competent Authority.
b)	Bidder should be registered with Income Tax and Goods & Service Tax departments	(a) Copy of PAN Card (b) Aadhar Card (c) Copy of Goods & Service Tax registration certificate.
c)	The bidder or any of its partners/directors etc. should not have been blacklisted/debarred by any of the government organization or department or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations.	Self-Declaration in the format as per Annexure- '2'
d)	The bidder should go through the tender document and accept all the terms and conditions and submit the tender acceptance letter in the technical bid.	Self-Declaration in the format as per Annexure- '4'

5. Evaluation Criteria

The bidding for running the stationery shop will be based on forward auction in GeM the bidder will bid for per square meter price to run the stationery shop for one year. The price quoted should be per month.

The bidder has to bid for a License fee per square meter per Month (Inclusive of GST) the bidder paying highest License fee (H1) will be awarded the Contract to run the Stationery shop in IIT DHARWAD.

The sample bid format is shown for your reference.

Sl No.	Item Description	Item Name	Quantity (Area)	Unit	Price offered by the bidder per square meter per month	Total Price (Exclusive of GST)
1	Tender for Providing Stationery cum Photocopying Shop at IIT DHARWAD	Stationery Shop	24	Square Meter	(To be entered by the bidder in ₹)	GeM will display automatically

Total Price offered by bidder = Price offered by the bidder per square meter * Area

GST Will be 18%

Total Price Inclusive of GST will be = Total Price offered by bidder + GST @ 18%

The tentative area used for evaluation is 24 m² (The area mentioned is tentative in nature and may vary in actual course) The Institute will provide the suitable area to the Contractor to run the shop.

The bidder has to bid his price in the designated column and the highest price offering bidder will be awarded the contract after the forward auction completes. If any queries regarding the auction are there the bidders are instructed to visit gem.gov.in or send the mail to cs.office@iitdh.ac.in only valid queries will be addressed.

6. EARNEST MONEY DEPOSIT (Bid Security) & SECURITY DEPOSIT (Performance Security):

While submitting bid, the BIDDER shall deposit an amount mentioned in tender document/bid document as Earnest Money, with the IIT DHARWAD through the following instruments:

1. Earnest Money Deposit (EMD) of ₹ 2,000/- (Rupees Two Thousand Only) in the form of Demand Draft from any of the Nationalized Commercial Bank drawn in the favour of 'The Registrar, IIT DHARWAD' payable at DHARWAD **to be submitted along with Technical Bid failing which, bid will be Rejected.**

OR

The bidder can submit the bid security declaration as per Annexure attached. The same should be uploaded online in the place of EMD.

The Copy of the EMD should be submitted online along with technical bid and the DD should be sent to Contract & Services Office, IIT DHARWAD by post/courier/by hand the EMD should reach the office within 5 working days from the last date of the bid submission any delay from the bidder for submission of EMD will not be considered and bid submitted without EMD will be rejected.

MSME (Micro, Small and Medium Enterprises) who are having valid Udyam registration Certificate and verified startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) are Exempted from submitting the EMD, the relevant document to avail exemption is to be submitted in lieu of EMD along with the bid security declaration as per Annexure attached in the technical bid.

Service Provider/Bidder having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s) are exempted from submitting the EMD, the bidder should submit the Annual Turnover Certificate issued by the authorized CA firm on its letter head to avail exemption in lieu of EMD along with the bid security declaration as per Annexure in the technical bid.

The bidders who wants/wishes to avail the exemption from submitting the EMD should submit the bid security declaration as per Annexure attached along with the relevant documents to avail the exemption from submitting the EMD, The bids submitted without requested document will not be considered for evaluation.

2. EMD of unsuccessful bidders will be returned after 30 days after the Completion of the

Technical Evaluation. The EMD will be valid for 45 days from the last date of bid validity period.

3. For successful bidder, EMD will be returned after submission of Security Deposit (Performance Security) of ₹ 20,000 in the form of Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial/nationalized bank, Bank Guarantee [including e-Bank Guarantee] from a Commercial/Nationalized bank which shall be valid for the Contract period plus sixty days and will be retained with IIT DHARWAD till sixty days beyond the expiry/termination of Contract no interest will be paid from IIT DHARWAD on Security deposit. The security deposit should be submitted within 15 days from the date of receipt of the Contract. The security deposit should be drawn in favor of Registrar IIT DHARWAD.
4. Performance Security/Security Deposit will be returned after two months from the date of expiry of the Contract. The validity of Security deposit should be of 14 months from the starting date of Contract.
5. Bid Security submitted by the bidder shall be forfeited, if the bidder:
 - i. Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or
 - ii. If it comes to notice that the information/ documents furnished in its bid is false, misleading or forged; or
 - iii. Fails to furnish requisite performance security within stipulated time required as per e-bid / RA conditions.
6. If the Contractor breaches any terms and conditions of the agreement which is deemed to be serious by the Institute/the services rendered are found unsatisfactory, its security deposit may be forfeited either in part or in full as the Institute may deem appropriate, at its discretion.

7. PRE-BID MEETING and SITE VISIT:

There will be a Pre-Bid Meeting in hybrid mode (Online and Offline) with the Committee for the interested bidders and site visit (for offline participants). The Bidders are advised to attend the pre-bid meeting and understand the requirements of the Institute and submit the bid after thorough understanding.

Prebid meeting venue will be: Contract and Services Office Meeting Room (NW 004) Administration Block, Permanent Campus, Chikkamalligawad IIT DHARWAD 580 011, Karnataka.

For Online participants, it is Instructed to send the request mail to: cs.office@iitdh.ac.in at least 24 hours before the scheduled Prebid meet to participate in the Prebid Meet. The

Google Meet link will be shared with the interested bidders to participate in the Prebid meeting.

Authorisation to attend the pre-bid meeting: The Bidder or his representatives should bring the authorization letter to attend the pre-bid meet from the head of the organisation/firm or from the authorized signatory as per Annexure - 6 attached for online participants the Authorisation letter should be sent via E-mail to cs.office@iitdh.ac.in. The link to attend the pre-bid will be shared after verifying the authorization letter.

Prebid Meeting Date and time: The pre bid meeting and site visit for Interested bidders will be scheduled on **16th January 2025 at 04:30 PM**. If the prebid meeting gets cancelled/delayed due to unforeseen reasons, the same will be conducted on the next working day.

The bidders are instructed to send their queries via E-mail to : cs.office@iitdh.ac.in at least 24 hours before the prebid meet starting time so as to address the queries with adequate information, the decision of the Committee will be treated as final for any queries raised. Any queries raised after the end of the prebid meeting will not be entertained by IIT DHARWAD.

8. Notification of Award

The successful Bidder will be notified that the bid has been accepted. In case the bidding process / public procurement process has not been completed within the stipulated period, the Institute, may request the Bidders to extend the validity period of their bid.

The Institute reserves the right to accept or reject any/all tenders without assigning any reason at any stage.

8.1 Signing of Contract

Subsequent to receipt of valid Performance Security from the successful Bidder, the parties shall enter into a contract, incorporating all clauses, pre-bid clarifications, and the bid of the Bidder, between the Institute and the successful Bidder.

The bidder should enter into the agreement with the Institute before Commencing the services without fail.

The bidder should agree to all the terms and conditions mentioned in the Agreement and follow the same without fail.

8.2 Payment Terms

- i. The contractor will have to **pay water and electricity charges per month as per actuals/as informed by the Institute**. Wastage of water and electricity must be avoided.
- ii. **The contractors will have to bid for license fee (Inclusive of GST) for the Stationery Shop for the first year. For the next and subsequent year, the fee will be increased @ 5% each year to the previous year. The “Highest bidder” will be given the offer to start the Stationery Shop.**
- iii. The bidder should submit license fee in advance every month without fail within seven working days. Delay in payment due to an unacceptable reason will attract a penalty.
- iv. The bills regarding the purchase made from the Institute departments will be settled after due verification from the concerned departments after the approval of the Competent Authority.
- v. **Payment procedure:** The bills shall be processed for payment after scrutiny of all documents submitted by the service provider along with the verification report. The payment will be released to the designated account of the service provider through PFMS. No cash payment will be made by IIT dhArwAD. The Institute shall endeavour to settle the bill approximately within 30 days or at the earliest possible. However, no interest shall be liable on IIT DHARWAD for any unforeseen delay in settlement of bills. The Contractor should indicate the valid GST number and bank details on the final compiled Invoice.
- vi. The authorised representative or personnel deployed should submit the bill to the respective office along with all documents and get the acknowledge receipt, the Institute may ask for any relevant information/document required from the Contractor to release the payment.
- vii. No advance payment will be made to the Contractor; However, the bills will be settled every month after the Completion of the services without fail.
- viii. Deduction as applicable as per the norms of the Government will be made from the bill.

9. Additional Terms and Conditions:

- a. Sub-contracting of the work will not be allowed otherwise penalty will be imposed.
- b. Persons below the age of 18 years shall not be engaged for the work. The Contractor will submit medical certificate/any other certificate as age proof of the workmen deployed by him. The Contractor will also submit medical certificate to the effect that the workmen deployed by him are fit for work and are not suffering from any contagious disease.
- c. Contractor will submit the police verification certificate of the all the staff to be deployed.
- d. The Contractor will be accountable for any accident, injury and loss of life to the workers deployed by him and shall be responsible for payment of compensation as per law.

If need arises, the institute will recover such amount from the Contractor to effect payment to the affected person(s).

- e. The Bidder shall follow safety procedures in all respects.
- f. The Bidder will adhere to safe working practices and will take all safety measures necessary for safety of his workmen. He will remain responsible for the safety of his engaged persons. The Bidder should provide all necessary safety instructions, personal protective safety equipment to the persons engaged by him as applicable and required.
- g. The Bidder shall be liable to bear all expenses/damages/compensation in the event of any injury or loss of life of the personnel engaged by him while on duty.
- h. The Competent Authority of the Institute has all the rights to relax any terms and conditions of the biddocument if required at any stage of the tendering process.
- i. The staff employed by the bidder, will have no right whatsoever to claim permanent/ Temporary employment in this organization. There will be periodical as well as surprise checking of the services provided by the Bidder for the subject job by the representative of the institute. In case of default, the contract will be liable for short closure of supply order forfeiting the security deposit.
- j. The rates prescribed for printing and photocopying can be revised with the recommendations of the Committee and approval of the Competent Authority as per the prevailing market rates.
- k. If any employee of the Bidder is found to have committed misconduct or misbehavior, the institute at its sole discretion, may direct the Bidder to remove such employee and the Bidder shall remove such employee(s) without questioning the decision of the Institute.
- l. The personnel deployed by the Bidder will not become member of any trade union of the Institute. If the personnel employed by the Bidder indulge in union activities which affect the service obligation of the Bidder or safety and security of the Institute, the contract will be liable for termination. In the event of violation, they will be debarred from entering Institute premises and contract can also be considered for termination.
- m. Further, the personnel deployed by the Bidder shall not engage themselves in any undesirable activities within the institute premises. They shall not indulge in any business dealings with any agency directly or indirectly associated with Institute or in trade union activities. In the event of violation, they will be debarred from entering the Institute and contract can also be considered for termination and forfeiture of the security deposit.
- n. The personnel deployed by the Bidder shall be available at the place of work defined for them. They must not visit undesignated places without valid authorization by Institute.
- o. No housing/accommodation will be provided by the institute to the personnel deployed by the Contractor unless otherwise specifically provided in the contract.
- p. The bidder shall bear all the expenses pertaining to the transportation, logistics of

materials, manpower deployed.

- q. The bidder should make his own arrangement for the safe storage of the items Institute will not compensate for any damages/theft.
- r. The bidder should keep the feedback book in the shop and take the feed back from the students. The Institute Authorities will verify the feedback book periodically.

10. General Terms of the Contract

- 1) **Confidentiality:** The Contractor and their personnel shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the services, agreement or the Institutes business or operations without the prior written consent.

The Contractor should not provide/reveal the secured and confidential information/data about the Institute and Institute stake holders to the unauthorized person/firm. If any data of the Institute has to be shared with any authorized person/firm for any official work, written consent from the Competent Authority of the Institute has to be taken. If any breach is found by the bidders Institute reserves the right to forfeit the security deposit and Initiate legal actions, damage compensation will be calculated and recovered from the bidder.

- 2) **Force Majeure.** During the pendency of the service agreement if the performance in total or part thereof by either party is prevented/delayed by causes arising due to any war, hostilities, civil commotion, act of public enemy, sabotage, fire, floods, explosion, epidemics, non-availability of raw material, and other consumables, or any other causes including the breakdown of equipment beyond their reasonable control neither of the two parties shall be made liable for loss or damage due to delay or failure to perform the Contract during the pendency of forced conditions provided that the happenings are notified in writing within 7 days from the date of occurrence. The work shall be resumed under the Contract as soon as possible after the restoration of normalcy.

- 3) **Termination for Default:** - The Institute may, without prejudice to any other remedy for breach of agreement, may terminate the Work Order in whole or in part, by written notice of default sent to the Contractor and the Performance Bank Guarantee (PBG)/Security Deposit shall stand forfeited if: -

- a. The Contractor fails to deliver any or all of the obligations within the time period(s) specified in the Work Order / Agreement or any extension thereof granted by the Institute.
- b. The Contractor fails to perform any other obligation(s) under the Work Order / Agreement and fails to rectify it within the notice period for the rectification of the same.

4) Termination of Contract:

- i. The Institute has the absolute right to terminate the Contract/Services at any time by giving one month's notice in writing without assigning any reason whatsoever and the Institute shall not be responsible for any loss, damage etc. suffered by the firm/agency/company as a result of such termination of Contract. The Institute does not provide any compensation for such termination to the firm or the workmen who are employed.
- ii. In the event of the bidder/Contractor desiring an earlier termination of Contract/services, he/she shall have to give 3 (three) months advance notice to the Institute or till the commencement of the new Contract, with proper validation to the Committee, if the Committee finds the reason is unsolicited. The Institute reserves the right to forfeit the Security deposit either in part or full.

5) Termination for Insolvency. The Institute may at any time terminate the Work Order by giving written notice to the Contractor without compensation if the Contractor becomes bankrupt/insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued thereafter to the Institute.

6) Arbitration: All disputes, differences, claims and demands arising under or pursuant to the agreement shall be referred to the sole arbitrator to be appointed by the Institute. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration and Conciliation Act, 1996 or by statutory modification/reenactment thereof for the time being in force. Such arbitration shall be held at Dharwad, Karnataka. It is clarified that the Civil court shall have no jurisdiction to entertain any such disputes.

7) Jurisdiction of Courts: In all matters and disputes arising hereunder, the appropriate Courts at Dharwad, Karnataka alone shall have jurisdiction to entertain and try them.

8) Indemnification: The Contractor shall at all time indemnify the Institute against all suits and claims which may be made in respect of the services.

9) Non-disclosure of Contract documents: Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party. The Contractor should enter into a non-disclosure agreement with the Institute on a non-judicial stamp paper.

10) Liquidated Damages: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the services and conduct trials, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the Contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the

maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

11. Security

- i. The Bidder shall be bound by all security procedures followed at IIT DHARWAD and abide by security instructions for all purposes. Workmen engaged by him will be liable for check and search by the security on duty while mustering in and out and also at the other random places and timings. Any breach/violation of security regulations in the work premises by any of the bidder's employee shall be bidder's responsibility.
- ii. The Bidder will be responsible for good conduct of his workmen. If any workman is found indulging in undesirable activities, he will have to be withdrawn immediately as asked by the institute and replaced with an appropriate new person.
- iii. Institute reserves right to disallow any or all of the Service Provider's men from being deployed inside the institute campus without assigning any reason.
- iv. In the event of any damage to the property of the institute or life of its employees and/or their dependents the Bidder shall be liable for payment of compensation and/or prosecution in accordance with applicable law and provisions. Compensation for damage to the property of the institute will be as assessed by authorized representative(s) of the institute and shall be recoverable from the Bidder at market value.
- v. Gate Passes: The shop shall arrange to obtain security passes from the Security Section of IIT DHARWAD for all their employees and issue the same to them. No employee must stay in the premises of IIT DHARWAD after working hours. The shop must obtain the necessary written permission from the Competent Authority to enable overnight stay of their employees in the campus at times of exigencies. The facility cannot also be used for the accommodation of staff when they are not on duty.
- vi. The employees of the bidder should hold valid ID card issued by the Competent Authority.

12. Statutory Obligations

- a) The Bidder shall abide by and comply with the provisions of all the Acts, Rules and notifications issued by Central / State Govt. as applicable from time to time in respect of the contracted work and all staff employed by him at his own cost and risk.
- b) Liability arising due to failure to adhere to statutory or other legal provisions attributable to the Bidder shall be borne by the Bidder himself.
- c) The Bidder shall maintain up to date records required for compliance with the provisions of all the Acts and Rules made by Central/State Govt. as applicable from time to time in respect of the contracted work.

- d) If a bidder is found violating any statutory provisions concerning labour laws or has given incorrect / false / misleading information, affidavit or documents at any stage oftender or contract, necessary action as per the tender document shall be initiated, thatmay include debarring / Blacklisting of the bidder.

13. Provision of periodic inspection.

This document makes provision for joint monitoring of contract deliverables wherein the bidder / a suitable representative (Authorized by the bidder with power of attorney) shall meet IIT DHARWAD authorities on a monthly basis to manage the contract. Deviation from this will attract penalty.

The Competent Authority of IIT DHARWAD reserves the right to inspect the Stationery Shop as and when required the service provider should cooperate with the Institute authorities.

14. Extension Clause:

The work order will be issued initially for a period of one year. The Work Order may be extended under the same approved rates after 5% increment in license fee of the completed previous year, under same terms & conditions of the tender for further two years (year to year basis) subject to satisfactory services rendered by the service provider. Decision for extension shall be taken by the Competent Authority of the Institute only.

BIDDERS GENERAL INFORMATION

(To be given on Company/Firm Letter Head)

1.	Bidders Firm/Individual Name	
2.	Name of Proprietor/Partners/Directors of the firm/company	
3.	Name of Power of Attorney holders of bidder	
4.	Number of Years of experience	
5.	Address of Registered Office	
6.	E-mail address	
7.	Phone Number	
8.	PAN No.	
9.	GST No.	
10.	Aadhar No.	
11.	Whether the firm is MSME (Yes/No)	
12.	Whether the firm is a start-up (Yes/No)	
Remarks: This annexure must be submitted in the technical bid along with valid supporting documents.		

Date:

Signature of the Authorised Signatory
of the Bidder/Firm

Place:

Name:
Designation:
Official Seal:

Non-Blacklisting declaration

(To be given on Company Letter Head)

Date:

To,

Registrar

IIT DHARWAD

Sub: Declaration for non-blacklisting.

Tender Reference No:

Name of Tender / Work: -

TENDER FOR PROVIDING STATIONERY CUM PHOTOCOPYING SHOP AT IIT DHARWAD.

Dear Sir,

We hereby declare that we are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD

(on Company Letterhead)

I / We, the authorized signatory of M/s _____, participating in the subject.

Tender No: _____, for the job of _____, do hereby declare that in the event:

I / We withdraw / modify our bid during the period of bid validity.

OR

I/We commit any other breach of tender conditions/ contract which would have otherwise attracted forfeiture of EMD.

OR

I / We fail to / refuse to initiate the execution of the awarded Contract as per the terms of the Contract.

then I / We could be suspended from being eligible for bidding / award of all future tender(s) for a period as applicable per the Incident Management Policy of GeM.

Signature and seal of authorized signatory of bidder

Name of authorized signatory:

TENDER ACCEPTANCE LETTER

(To be given on Company/Firm Letter Head)

Date:

To,

Assistant Registrar
Contracts & Services
IIT DHARWAD

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

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 (including all documents like annexure(s), schedule(s), etc.), which form part of the Contract 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/ Organisations 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/ terminated/ banned by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your Department/ Organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the Contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.
7. I / We will follow the rates prescribed by the Institute and will not sell the items more than MRP.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

Rates of Photocopying and Printing

Sl. No.	Description of the Item	Rate in ₹ per page
1.	Photocopying single side (regular paper A4 size)	1
2.	Photocopying both side (regular paper A4 size)	1.5
3.	Print (Black and White) single side (regular paper A4 size)	1
4.	Print (Black and White) both side (regular paper A4 size)	1.5
5.	Print (Colour) single side (A4 size) (regular paper A4 size)	5
6.	Print (Colour) both side (A4 size) (regular paper A4 size)	8
7.	Print (Black and White) single side (bond paper A4 size)	1.5
8.	Print (Black and White) double side (bond paper A4 size)	2.5
9.	Print (colour) single side (bond paper A4 size)	6
10.	Print (colour) double side (bond paper A4 size)	10
11.	Scanning (A4 size) (regular paper A4 size)	0.5
12.	Spiral Binding (up to 100 pages) for one binding	20
13.	Spiral Binding (More than 100 pages) for one binding	25
14.	Poster printing on flex banner in colour, single side (A0 size)	400
15.	Poster printing on flex banner in colour, single (A1 size)	400
16.	Poster printing on flex banner in colour, single side (A2 size)	350
17.	A3 poster printing on paper (colour), single side	15
18.	Hard binding for thesis/reports for one copy	300

Items like pens, books, files and folders, Registers, Notebooks, Geometry box, graph sheets, Calculators, Mechanical Pencils, Record books, Engineering Instruments, Pencil, Eraser, Marker, Sketch Pens, Colors, Chart Paper and Envelopes etc... and other academic essentials are to sold strictly on **MRP** or prevailing market rates whichever is lower.

If feasible a suitable discount can be given on stationery products.

The service provider should try his best to provide all stationery items required for Institute Stakeholders.

For any ambiguity regarding the rates of the items not listed here, the institute's decision is final.

LETTER OF AUTHORISATION TO ATTEND THE PREBID MEET
(TO BE PROVIDED ON THE LETTER HEAD OF THE AGENCY/FIRM)

To,

Assistant Registrar
 Contracts & Services
 IIT DHARWAD

Subject: Authorisation for attending the Pre-Bid meet in respect of TENDER FOR PROVIDING STATIONERY CUM PHOTOCOPYING SHOP AT IIT DHARWAD.

Dear Sir,

I/We, _____ (Name of the Firm/Individual) hereby authorize the following representative(s) to attend the scheduled Pre-Bid Meeting against the above Tender Document.

Sl. No.	Name of the authorized representative	Designation	Phone No	Specimen Signature
1.				
2.				

We confirm that we shall be bound by all commitments made by the afore mentioned authorised representative(s)

Date:

Signature of the Authorised Signatory
 of the Bidder/Firm

Place:

Name:
 Designation:
 Official Seal:

Note:

Bidder's authorized representative[s] is/are required to carry a copy of this authority letter while attending the 'Pre-Bid Meeting' for online participants the authorisation letter should be sent to cs.office@iitdh.ac.in after verifying the authorization letter the online meet link will be shared.

The authorized representative shall carry any government Identification viz. Aadhar Card, Voter ID Card, and Passport, along with firm/organisation ID card for the Pre-Bid meeting and the site visit.

DETAILS OF PENALTIES

<u>Violation</u>	<u>Penalty per complaint</u>
Violation of any other tender term/contractual obligation not mentioned below. (The severity of the violation will be decided by the Institute) based on the severity of the violation the fine will be imposed.	₹ 500/- or as decided by the Institute.
Selling substandard / spurious/prohibited or expired items.	₹ 500/-
Poor maintenance/tampering with Institute property.	₹ 500/-
Reported use of plastic / polythene bags or materials harmful to the environment.	₹ 500/-
Complaints related to hygiene and cleanliness in a day/week.	₹ 500/-
Non-adherence to the timings mentioned in the tender or as decided by Institute Authorities.	₹ 500/-
Three and more noncompliance with workers dress Code / Uniform	₹ 500/-
Damage to Institute infrastructure	₹ 5,000/- or value of the asset
Possession / consumption of alcohol / tobacco products/products that are banned in Institute premises.	₹ 5,000/-
Deliberate Non-Submission or delayed submission of Monthly License Fees and water & electricity charges within the stipulated time.	₹ 100
Violation of not keeping feedback register at the counter.	₹ 500 /-
Non availability of required items in Stationery Shop.	₹ 500/-
Not displaying the rates in the shop/Not providing bills (if desired) to the customers	₹ 500 /-
Selling of items more than MRP	₹ 10,000 /-
Changes in the listed items without the permission of the IIT dhArwAD	₹ 500 /- per item
Selling of any other item other than stationery items	₹ 5,000/-

In case of violation(s) and/ if the contractor did not comply with the payment of the penalty the same amount will be deducted from the security deposit.

Any deviation from the above terms and conditions even after initial warnings will attract an appropriate higher penalty as deemed fit by the Institute authorities.

The Institute reserves the right to terminate the Contract if the Contractor violates the tender terms in a repetitive manner even after warnings.