

Ref: R. IISc/Amenities/Super Market/2021-22, dt.28.02.2022

**INDIAN INSTITUTE OF SCIENCE
BANGALORE – 560 012**

**TENDER FOR RUNNING OF SUPER MARKET ON IISc.,
BANGALORE CAMPUS.**

Time Schedule:

| | |
|---|--|
| Bid calling | 28.02.2022 |
| Bid Document fee (Nonrefundable) | Rs.20,000/- (By way of DD from any Scheduled Bank in favour of The Registrar, IISc, Bangalore, payable at Bangalore) |
| Pre-Bid Meeting | 07.03.2022, 11.00 am |
| Last date for submission of bid documents | 23.03.2022, 05.00 pm |
| Pre-qualification & Technical Bid opening date/time | 24.03.2022, 11.00 am |
| Price Bid | Date and time will be intimated. |
| Contact person | Registrar, IISc, Bangalore |
| Reference No | Ref: R.IISc/Amenities/Super Market/2021-22 |

Page left blank intentionally

Contents

| Description | Page No. |
|--|----------|
| Newspaper advertisement | 4 |
| Tender call notice | 6 |
| Pre-qualification Criteria | 7-8 |
| Statement of important limits and values of bid | 9 |
| Preamble, Scope of Work & Eligibility Criteria etc. | 10-11 |
| Instructions to bidders and General Terms and conditions | 12-17 |
| Bidding & Evaluation Procedures | 18 |
| General Instructions to bidders | 19-23 |
| Standards procedure for opening and Evaluation of bids | 24-28 |
| Declaration by the bidder | 29 |
| Financial bid | 30 |
| Bid letter form | 31 |
| Bidder information sheet | 32-33 |
| Check list | 34 |

For any clarification and further details on the above tender, please contact Telephone No: 080 2293 2647 or Deputy Registrar (Amenities), IISc., Bangalore during office hours.

NEWS-PAPER ADVERTISEMENT

TENDER NOTICE

INDIAN INSTITUTE OF SCIENCE BANGALORE- 560 012

Sealed tenders in two bid systems are hereby invited from interested and eligible bidders for running of Supermarket on IISc., Bangalore campus.

For further details, bid document, etc., please check the website:

Last date for submission of bid documents is **23.03.2022, 5.00 pm**

Date: 28.02.2022

Registrar

TENDER SCHEDULE

The Indian Institute of Science is a premier research and academic institution of higher learning in the Country having more than 500 faculty, 4000 students and 1000 support staff in its sprawling campus of around 400 acres. The Institute also hosts a large number of National/ International – conferences, workshops, seminars, symposia, training programs on its Campus.

SECTION-A:Tender Call notice

Tender for the running of Super Market at IISc., Bangalore campus

Time schedule

| | |
|---|--|
| Bid calling date | 28.02.2022 |
| Bid Document fee (Non-refundable) | Rs.20,000/- (By way of DD from any Scheduled Bank in favour of The Registrar, IISc., payable at Bangalore) |
| Pre-Bid Meeting | 07.03.2022, 11:00 am |
| Last date for submission of bid documents | 23.03.2022, 05:00 pm |
| Pre-qualification & Technical Bid opening date/time | 24.03.2022, 11:00 am |
| Price Bid | Date and time will be intimated |
| Contact person | Registrar, IISc., Bangalore |
| Reference No | R.IISc/Amenities/Super Market/2021-22 |

CLARIFICATIONS:

- i. Queries if any can be made through e-mail only on veeranna@iisc.ac.in on or before **07.03.2022**. Queries received via any mode other than E-mail id mentioned above will not be entertained. The queries should only be sent in the following format on the official letterhead of the company.

| S.No. | Page No. (Tender Ref.) | Clause (Tender Ref.) | Description (Tender Ref.) | Query |
|-------|------------------------|----------------------|---------------------------|-------|
| | | | | |

- ii. The addendum/corrigendum if any shall be published on IISc's website i.e. www.iisc.ac.in only.
- iii. The Bidders are requested to submit the bids after issue of clarifications duly considering the changes made if any. Bidders are totally responsible for incorporating/complying the changes/ amendments issued if any during pre-bid meeting in their bid.

Starting of services

- a) Bidder shall start their services within **30 days** from the date of receipt of Office Order / Memo/ License agreement. The location is “**Janatha Bazar (North Campus Amenities Centre), IISc campus, Bangalore- 560 012**”.

SECTION-B:

Pre-Qualification criteria

1. The Supermarket should be a reputed one like DMART, MORE, RELIANCE FRESH, VISHAL MART, BIG BAZAR, IMART etc. or equivalent store.
2. The bidder should have at least 3 or more branches at Bangalore City. In this regard, a self-declaration letter to be submitted. IISc has the right to visit stores for verification purpose.
3. The bidder should be the owner of reputed super market or the bidder should be a franchisee of reputed super market.
4. The franchisee should have a minimum turnover of Rs.50.00 lakh each for last three financial years i.e. 2018-19, 2019-20 & 2020-21.
5. The bidder should submit turnover certificate from Chartered Account for last 3 financial years.
6. The franchisee should submit latest **solvency certificate** worth 1 Crore from any Nationalized bank in favour of **“The Registrar, IISc, Bangalore-560012.”**
7. GST Registration certificate has to be submitted.
8. The franchisor should have the existing store with a minimum carpet area of 3000 Sq-ft. In this regard, a self-declaration letter to be submitted. (IISc has the right to inspect and testify).
9. The franchisor should have a minimum of 5 years of experience in this business. Proof to be submitted in this regard.
10. The bidders are expected to visit the site before preparing bid. A site visit certificate issued by Deputy Registrar (Amenities) should be submitted along with hard copies of bid documents mandatorily. A site visit certificate shall be issued on the day of the pre-bid meeting.
11. All the certificates furnished along with technical bids should be attested by Notary, counter signed by bidder along with seal.
12. The franchisee or the franchisee’s group company should not have been blacklisted by any State Government / Central Government / PSU for any reason in the last three financial years as on bid calling date. A letter of undertaking on the letterheads of the Bidder/ supermarket should be submitted separately stating that they have not been blacklisted by any State Government / Central Government / PSU for any reason in the last three years and should be signed by an Officer competent and having the power of attorney (with Company stamp) to bind the bidding Firm / Manufacturer(s). The letter of undertaking should be submitted in Pre-qualification Bid.

| Sl.no. | Item | Description |
|---------------|--|---|
| 1 | EMD | Rs.10,00,000/- (in the form of DD/BG from any Scheduled Bank drawn in favour of The Registrar, IISc, Bangalore |
| 2 | Bid Validity Period | 180 days from the date of opening of bid |
| 3 | EMD Validity Period | 180 days beyond bid validity period |
| 4 | Period for furnishing Performance security | Within 7 days from date of receipt of notification of award |
| 5 | Performance security Deposit | Rs. 10,00,000/- The EMD of successful bidder will be converted as performance security deposit. DD in favor of “The Registrar, IISc., Bangalore-560012”, from any Scheduled/ Nationalized bank only. |
| 6 | Performance security validity period | 60 Months |
| 7 | Period for signing contract | Within 7 days from date of receipt of notification of award. |
| 8 | License Fee | The contractor shall be required to pay the license fee on monthly basis in advance. |
| 9 | Eligibility Criteria | As per Section-B |
| 10 | Bid submission | Off Line. Bidders are requested to submit the bids after issue of minutes of the pre-bid meeting duly considering the changes made if any, during the pre-bid meeting. Bidders are totally responsible for incorporating/complying the changes/amendments issued if any during pre-bid meeting in their bid. |
| 11 | Procedure for Bid Submission | Bids shall be submitted to the Office of the Deputy Registrar, Amenities, IISc., Bangalore- 560012 as per the instructions given in this document. |
| 12 | Other conditions | The technical bid documents, along with original Demand Drafts in respect of Bid Security and Bid document fee and Hard copy of BID to be submitted by the bidder to the “ Deputy Registrar, Amenities, IISc., Bangalore- 560012. ” Failure to furnish any of the documents, certificates, will entitle in rejection of the bid. The IISc., Bangalore, shall not hold any risk on account of postal delay. Similarly, if any of the certificates, documents, etc., furnished by the bidder are found to be false/fabricated/bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited. |

SECTION-C

Statement of Important Limits/Values Related to Bid:

| Item | Description |
|--|--|
| Bid Document fee (Non Refundable) | Rs.20,000/- (by way of Demand Draft in favor of “the Registrar, IISc., Bangalore”, payable at Bangalore from any Scheduled Bank). |
| EMD | Rs.10,00,000/- (in the form of DD/BG from any Scheduled Bank drawn in favour of The Registrar, IISc., Bangalore. |
| Bid Validity Period | 180 days from the date of bid closing. |
| EMD Validity Period | 180 days from the date of bid closing. |
| Period for furnishing performance Security | Within 7 days from date of receipt of the award |
| Performance security value | Rs. 10,00,000 (Rs. Ten Lakhs only) |
| Period for signing the order Acceptance | Within 07 days from date of receipt of notification of award |
| Payment of License Fee | The contractor shall be required to pay the license fee monthly in advance. |

SECTION-D:

1. PREAMBLE:

The Registrar, Indian Institute of Science, Bangalore (IISc) invites tenders from reputed Super Markets or franchisees for running of super market in premises of Indian Institute of Science (IISc.) located in Yeshwanthpur, Bangalore, Karnataka State – 560 012.

2. SCOPE OF WORK:

To run & maintain supermarket in the premises of IISc, Bangalore campus between 07:00 AM to 9:00 PM in all days of the every calendar month.

Any other service incidental to above.

3. PERIOD OF CONTRACT:

IISc is desirous for having the contract for the period of Five Years (5 years) from the date of commencement of services (as per the work order/notification of award), which may be extended for 2 years, as decided by the competent authority however agreement with the contractor will be initially awarded for 1 year renewable on an annual basis from the date of commencement of services subject to review and satisfactory completion, and upon mutual acceptance of both parties

4. EARNEST MONEY DEPOSIT / BID SECURITY DEPOSIT:

The tenders should be accompanied by Earnest Money Deposit (EMD) for Rs.10,00,000/- by way of crossed Demand Draft drawn from any Nationalized/Scheduled Bank in favor of “**The Registrar, IISc, Bangalore**” payable at Bangalore.

Tenders received without EMD (which should be in Cover “A”) will be summarily rejected.

Forfeiture of the EMD will be made in the following events:

- Withdrawal of bid during the bid validity period.
- In case of successful bidder, if the bidder fails to sign the contract in time or fails to submit performance guarantee.

5. PERFORMANCE SECURITY:

The successful bidder has to deposit Rs. 10,00,000/- (Rs. Ten Lakh only) as performance security deposit in the form of Demand Draft/Bank Guarantee from any nationalized bank or the EMD of successful bidder will be converted as performance security deposit. The Performance Security Deposit / Bank Guarantee of successful Bidder will be retained for the period of contract in force and will be returned after expiry of the contract period, after deducting the outstanding liabilities if any.

The Performance Security Deposit / Bank Guarantee shall not carry any interest after successful completion of the Contract. The security deposit is liable to be forfeited wholly or partially if:-

- Any damage is caused to the building/ equipments and other installations belonging to the Institute.
- The bidder declines to render services at the item wise rates agreed upon, due to escalation in prices of raw materials or for any other reasons.
- The contractor fails to fulfill any of the terms & conditions of the agreement.

6. ELIGIBILITY CRITERIA:

The Bidders should be able to provide super market services from time to time as per the Institute requirement.

The Bidders should have Statutory Registration of GST, Registration with appropriate authorities. Documentary evidence in this regard should be enclosed with the Technical Bid.

The Bidders shall certify that the age of the workers deployed will be more than 18 years and shall comply with all the statutory requirements.

Any other details, the bidders want to submit in support of their suitability.

Note: The bidders must submit all relevant documentary evidence to demonstrate their eligibility for considering their bid. **The tenders received without the above documents will be rejected.**

SECTION-E:

1. **INSTRUCTIONS TO BIDDERS:**

The Institute wishes to identify and engage a competent bidder to run supermarket in the premises of IISc., Bangalore.

Bidders responding to tender notice shall be deemed to be agreeable to the terms and conditions herein contained. All the terms and conditions laid down in the tender shall be binding on the Bidders.

Tender Form should be filled in neatly, legibly and carefully.

Institute will process the tenders as per Institute norms & procedures. The Institute shall not be under any obligation to give any clarification to the contractors/agencies whose bids are rejected.

The tenders shall be opened in the presence of the bidders or their authorized representatives, who will like to be present, on the date and time mentioned in the tender notice/document. In case, the date of opening falls on a holiday declared by the Institute, tenders will be opened on the next working day, following the holiday, at the scheduled time.

Authorized signatory should put his/her signatures on all the pages of the tender document. Bids without signatures of authorized signatory will be rejected.

All the columns of the tender document shall be duly, properly and exhaustively filled in. The rates and units shall not be over-written. Quotations shall always be both in the figures and words. The word "No quotations" should be written across any or all of the items in the schedule for which a bidder does not wish to tender.

No alternation should be made in any of the terms and conditions of the tender or overwriting in the rates.

Bidders are advised to visit the Institute & see themselves the location of super market, during the office hours on any working day.

Franchisee has to submit "Memorandum of Understanding (MOU)" for having proof of franchise ship with franchisor.

In case of any dispute happened between franchisor and franchisee, it is responsibility of franchisee to resolve the issue with franchisor. In case dispute is not resolved, franchisee is responsible to get a new MOU with same capacity of another franchisor in one month's time period.

The successful bidders shall be required to execute an agreement with Institute on STAMP PAPER of requisite value.

The Institute reserves the right to reject/cancel any or all or part of the tender of the bidder, without assigning any reason and shall also not be bound to accept highest tender. The decision of the Institute shall be final and binding.

The terms and conditions of contract should be returned to this office, duly signed along with technical bid and with details of items contained in Requirement, otherwise the tender will be ignored.

Tender failing to comply with the terms & conditions mentioned in the tender document would result in the tender being summarily rejected.

Conditional Tenders will not be accepted.

All disputes will be settled within the jurisdiction of the Institute.

2. GENERAL TERMS & CONDITIONS:

Suitable space shall be provided by the IISc. However, in extreme circumstances, IISc., has right to reduce or relocate the space provided.

The successful bidder shall obtain necessary permissions from the police/Municipal departments at his own cost (if required).

The contractor shall take all reasonable precautions to see that the staff while on duty attire themselves in proper uniform approved by the Institute and are civil, sober and honest in their dealings with the staff and the students in general.

The contractor shall employ in his service, only such persons whose antecedents have been verified & police verification certificates should be submitted at the time of opening the Super Market and have also been medically examined at his own cost and to the satisfaction of the Institute. All of them should be vaccinated for COVID-19.

The employees of the contractor shall not be employees of the Institute. It is sole responsibility of the contractor to make payment of wages and to discharge any liability of such employee by way of ESI, Provident Fund, Compensation/ damages etc. In the event of injury or loss of life of any employee of contractor, the Institute shall not be liable for compensation or for any claim arising from financial or legal dispute between the contractor and his employees.

The contractor will be under obligation to display prominently the rate list of all items/services available.

The contractor will have to obtain general insurance against risk, fire accident for his belongings etc. for the shop and his workmen etc.

The contractor shall pay the minimum wages as prescribed by the Central Govt/State Govt as applicable to the persons engaged by him. Compliance with regard to payment of minimum wages as mentioned above shall be the sole responsibility of the Agency and any violation or non-compliance shall be viewed very seriously, resulting in penal action

as well as termination of the contract, depending on the seriousness of the violation.

The Institute reserves the right to terminate or withdraw the work entrusted to the contractor if the performance of the contractor is not found to be satisfactory. In case of any dispute arising thereof, the decision of the Institute authorities shall be final. The contract can be terminated by giving one month notice by either side, without assigning any reason.

Any credit facility extended by Contractors to students/employees will be at his own cost and risk. The Institute will not take any responsibility on this account.

Contractor should maintain the premises allotted to him/her at the highest degree of cleanliness.

The contractor should ensure that there is no short-circuiting, resulting in incidents of fire. There shall be no loose electrical connections and temporary fittings. Emergency fire extinguishers provided by Institute shall be kept at appropriate places of work, which shall be periodically got checked for proper use, by the Institute.

Electricity/Water Charges: Electricity charges are to be borne by the contractor as per the tariff on time. The Electricity bills are to be made in the first week of every month. Water charges, if any, are to be borne by the contractor as per the tariff on time.

License Fee:

The Licensee is required to pay a License Fee of Rs. 15/- per square feet for the inside area (4313 sqft and 216 sqft for 2 rooms- total 4529 sqft) and Rs. 7.5/- for the outside area (approx 1000 sqft) per month, which shall be paid on or before 5th day of every month. That the said license fee payable is shall be exclusive of service tax, GST or any other indirect taxes which shall be borne by the Licensee separately and in addition to the License Fee, at the applicable rates, from time-to-time.

If the contractor fails to pay the license fee in time, the contract shall liable to be terminated. 10% of the existing license fee shall be increased for every year.

3. TERMS AND CONDITIONS REGARDING PREMISES:

- a) The contractor will not transfer or sublet the contract.
- b) The contractor will not make any kind of alternation or modification in the premises, without the permission of Institute in writing and further he/she shall have no right to use Institute property for his/her employees" personal purpose".
- c) The Institute has authority to inspect the leased space at any time without giving any notice to the contractor.

- d) The contractor will keep the premises in good, clean and hygienic order and maintain it in its original architectural and aesthetic shape.
- e) The contractor will not use or permit others to use the premises for the publicity purpose in any shape or form.
- f) The contractor will not encroach upon the rights of other contractors, running their business in the Institute premises and maintain cordial relations with other functionaries.
- g) The Contractor shall not collect prices above the mutually agreed price. The Contractor shall be responsible for compliance of the MRP Act and other such Acts applicable to Super Market Store Services.

4. PERIOD OF AGREEMENT:

Subject to other conditions appearing hereinafter, the contract shall be for a period of five years (which may be extendable further two years) from the date of entering into contract. The contractor shall ensure that the services start operating from that date.

Without prejudice to other provisions herein, the contract can be terminated by the Institute by giving a prior notice of one month on violation of conditions of contract or on the grounds of default/deficiency in proper service, proper hygiene, and deposit of payments by the contractor. The contract can also be terminated by the contractor with a notice of one month to the Institute on the grounds of failure of obligations on the part of the Institute.

In case of termination of the contract done by the contractor during the contract period in violation of this agreement, or the termination of the same by the Institute on account of default or otherwise of the contract, the contract will be re-auctioned for the remaining period by the Institute and the contractor shall have to pay an amount which would be fixed, as there-auction charges. The Contractor shall also have to compensate the Institute by the proportionate amount if the contract for the remaining period is awarded at lesser rate than the earlier contract. He shall not remove any of his equipments/Items from the scheduled premises of the Institute, without the permission of the Institute before full and final adjustment of accounts.

The use & sale of alcoholic drinks/intoxicants and tobacco in any form and smoking shall be strictly prohibited.

This Agreement may also be terminated by either party by giving a minimum of 90 days prior written notice to the other Party.

5. ARBITRATION:

All disputes between the Institute and the contractor arising out of this agreement entered into or in relation there to or regarding the interpretation of any clause,

terms and conditions thereof, the same shall be referred to arbitration to a mutually appointed sole arbitrator who shall alone consider and determine the same and whose award shall be binding and conclusive upon both the said parties

In case the nominated Arbitrator is unable to commence or continue Arbitral proceedings for any reason what so ever, the parties shall nominate/ appoint another arbitrator who shall then decide the reference.

The parties and agreement shall be subject to the jurisdiction of IISc., Bangalore. All disputes will be settled within the jurisdiction of the Institute.

Any dispute or difference arising between the parties to the agreement in relation to any of the matters specified herein, shall be settled in the Courts of appropriate jurisdiction situated in Bangalore City which shall have exclusive jurisdiction in regard to any matter arising under or in relation to this agreement. Laws of India and the State of Karnataka, shall be applicable in this regard

6. HYGIENE IN ESTABLISHMENT:

- a) The contractor will maintain the premises at the highest degree of cleanliness.
- b) Propagation of rats and invasion infestation by rodents shall be permanently prevented. All openings in floors, walls, ceiling, pipes, cables or conduits shall be properly sealed by fitting collars to prevent rodents and pests.
- c) When pesticides are being used, care shall be exercised to prevent contamination.
- d) Spitting, nose cleaning or the use of tobacco, in the area shall be prohibited.
- e) The contractor shall provide the Dust Bins around the Store.

7. METHOD OF SUBMISSION OF BIDS:

The sealed tender must be addressed to the Registrar, IISc., Bangalore. The sealed tenders should be superscripted with “Tender for running of Super Market”.

Thesealedtendersmustbedepositedinthe tender box placed at “Amenities Section”, New Admin Building, IISc., Bangalore- 560012.

SECTION-F:

BIDDING PROCEDURE:

- 1) Offers should be made in **two** parts namely, “**Pre-qualification bid**” and “Financial bid” and in the format given in bid document. Each offer should be placed separately.
- 2) EMD details should be given in the “Pre-qualification bid”.
- 3) Tenders will be accepted only from those who have paid the tender document fee.
- 4) All correspondence should be with IISc., Bangalore contact person.
- 5) A complete set of bidding documents can be downloaded from the IISc website (i.e.<https://iisc.ac.in/all-tenders/>) and bidder has to submit the prescribed bid document price which is non-refundable in the form of Demand Draft drawn in favor of “The Registrar, IISc., Bangalore” and payable at Bangalore, along with hard copy of the bid.

FINANCIAL BID:

The financial bid should provide the minimum discount offered on the MRP of all items sold in the supermarket. Those who are offering highest discount will be selected and offered the scheduled premises for starting of super market.

BID EVALUATION PROCEDURE:

Opening of bids.

The Chair, Amenities Committee, IISc., Bangalore shall open the pre-qualification bid and technical bids, and list them for further evaluation. The Financial bids of only those bidders will be opened who qualify in the Technical bid evaluation stage.

Award Criterion

Final choice of firm to award the contract shall be made of the basis of conformity to eligibility criteria, capability of bidder to execute and providing services and who quoted highest discount. Any discount being offered by the bidders would have to be more or atleast equal to similar discounts being offered to the same product at their stores outside campus at any given time. The bidders who fulfill the eligibility criteria and quotes the highest discount on MRP will be awarded the contract.

SECTION- F1:

PENALTIES / FINES

The following penalties will be charged along with the licensee fee payable by the contractor/ bidder in case of any violation(s) mentioned below

| Violation | Penalty per complaint |
|--|-----------------------|
| Violation of any terms and conditions of Agreement | Rs 5,000 |
| Selling substandard/spurious or expired items | Rs 5,000 |
| poor maintenance/tampering with institute property | Rs 5,000 |
| reported use of plastic/polythene bags | Rs 5,000 |
| complaints related to cleanliness in a day/week | Rs 5,000 |
| Non-adherence to the timings mentioned in the tender | Rs 5,000 |
| Single instances of changes in listed items without permission of IISc | Rs 5,000 |
| Improper behavior of workers | Rs 5,000 |
| Damage to Institute infrastructure | Rs 5,000 |
| Possession / consumption of alcohol / tobacco products | Rs 50,000 |
| Improper waste management | Rs 5,000 |
| Discount as per financial bid not passed on to the buyer | Rs 5,000 |
| Storage area not kept clean | Rs 5,000 |
| Presence of pest/cockroach etc among the food items | Rs 10,000 |
| Contamination in the items supplied | Rs 10,000 |
| Sale of Duplicate products | Rs 10,000 |
| A complaint related to cleanliness in common areas | Rs 5,000 |

The above penalties are for the first occurrence of an offence in a particular calendar month. There will additional 10% penalty for each additional offence committed by the contractor/agency in that particular month. The above penalties will be decided and levied on the agency by the Deputy Registrar (Amenities).

SECTION-G:

GENERAL INSTRUCTIONS TO BIDDERS:

Definitions:

1. **Tender call or invitation for bids** means the detailed notification seeking a set of solution(s), service(s), material(s) or any combination of them.
2. **Specification** means the functional and technical specifications or statement of work, as the case may be.
3. **Firm** means a company, super market, authority, co-operative or any other organization incorporated under appropriate statute as is applicable in the country of incorporation.
4. **Bidder** means any firm offering the solution(S), service(S) and/or materials required in the tender call. The word vendor when used in the pre award period shall be synonymous with bidder and when used after award of the contract shall mean the successful bidder with whom IISc., Bangalore signs the contract for rendering of goods and services.
5. **Pre-qualification and Technical bid** means that part of the offer, that provides information to facilitate assessment by IISc., professional, technical and financial standing of the bidder, conformity to specifications etc.
6. **Financial Bid** means that part of the offer that provides discounts on MRP offered by the bidder to the Institute community.
7. **Two part Bid** means the Eligibility criteria and financial bids are submitted to IISc., Bangalore in sealed cover.
8. **Composite bid** means a bid in which the technical and financial parts are combined into one but their evaluation is sequential.
9. **Goods and services** mean the solution(s), service(s), material(s) or a combination of them in the context of the tender call and specifications.
10. **Contractor** means the Bidding agency

GENERAL ELIGIBILITY:

11. This invitation for bids is open to all firms from within India, who are eligible to do business in India under relevant Indian laws as is in force at the time of bidding subject to meeting the pre qualification criterion.
12. Bidders marked/considered by IISc., Bangalore to be in eligible to participate for non- satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.

13. Breach of general or specific instructions for bidding, general and special conditions of contract with IISc., Bangalore may take a firm ineligible to participate in bidding process.

BID FORMS:

14. Wherever a specific form is prescribed in the bid document, the bidder shall use the form to provide relevant information, If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.
15. For all other cases the bidder shall design a form to hold the required information.

COST OF BIDDING:

16. The bidder shall bear all costs associated with the preparation and submission of its bid, and IISc., Bangalore will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
17. Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

CLARIFICATION OF BIDDING DOCUMENTS:

18. A prospective vendor requiring any clarification of the bidding documents may notify to the Deputy Registrar (Amenities) IISc., Bangalore. Such queries will be attended and the responses will be uploaded to IISc website (including an explanation of the query but without identify the source of inquiry).
19. The Deputy Registrar- Amenities will respond to any request for clarification of bidding documents which it receives not later than bid clarification date mentioned in the notice prior to deadline for submission of bids prescribed in the tender notice. No clarification from any bidder shall be entertained after the close of date and time for seeking clarifications mentioned in tender call notice. It is further clarified that IISc., Bangalore shall not entertain any correspondence regarding delay or non-receipt of clarification from IISc.

AMENDMENT OF BIDDING DOCUMENTS:

20. At any time prior to the deadline for submission of bids. IISc., Bangalore, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment.
21. The amendments if any, shall be uploaded on IISc website, and such modification

will be binding on all bidders.

22. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the IISc., Bangalore, at its discretion, may extend the deadline for the submission of bids.

PERIOD OF VALIDITY OF BIDS:

23. Bids shall remain valid for the days or duration specified in the bid document, after the date of bid opening prescribed by IISc., Bangalore. A bid valid for a shorter period shall be rejected as non-responsive.
24. In exceptional circumstances, the IISc., Bangalore may solicit the bidders' consent to an extension of the period of validity. The request and the responses there to shall be made in writing. The bid security shall also be suitably extended. A bidder granting the request will not be permitted to modify its bid.

SUBMISSION OF BIDS:

25. The bidders shall submit all the bids i.e. pre-qualification and commercial to IISc., Bangalore. Hard copies of the documents are to be submitted by the date and time mentioned.

DEADLINE FOR SUBMISSION OF BIDS:

26. Bids must be submitted to IISc., Bangalore no later than the bid submission date and time specified in the tender call notice.
27. The IISc., Bangalore may, at its discretion, extend this deadline for the submission of bids by amending the tender call, in which case all rights and obligations of the IISc., Bangalore and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

LATE BIDS:

28. Any bid not received by the Deputy Registrar- Amenities, IISc., by the deadline for submission of bids will be rejected and returned unopened to the bidder.

MODIFICATION AND WITHDRAWAL OF BIDS:

29. No bid can be modified subsequent to the deadline for submission of bids.
30. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval will result in the forfeiture of its bid security (EMD).

GENERAL BUSINESS INFORMATION:

31. The bidder shall furnish general business information to facilitate assessment of its professional, technical and commercial capacity and reputation.

BID SECURITY I.E. EARNEST MONEY DEPOSIT (EMD):

32. The bidder shall furnish, as part of its bid, a bid security for the amount specified in the tender call notice.

33. The bid security is required by IISc., Bangalore to:

- a. Assure bidder's continued interest till award of contract and Conduct in accordance with bid conditions during the bid evaluation process.
- b. The bid security shall be in Indian rupees and shall be a bank guarantee, or an irrevocable letter of credit or cashier's certified check, issued by a reputable bank scheduled in India and having at least one branch office in Bangalore.
- c. Unsuccessful bidder's bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by IISc., Bangalore.
- d. The successful bidder's bid security will be discharged upon the bidder signing the contract, and furnishing the performance security.
- e. The bid security may be forfeited:
 - a) If a bidder withdraws its bid during the period of bid validity or
 - b) In the case of a successful bidder, if the bidder fails:
 1. to sign the contract in time;
 - or
 2. to furnish performance security

PREPARATION OF PRE-QUALIFICATION BID:

It shall contain of the following parts:

1. General business information
2. Turnover details for last 3 years
3. Bid Security (EMD)
4. Any other relevant information

PREPARATION OF FINANCIAL BID: OVERVIEW OF FINANCIAL BID

1. **Bid Prices:** The bidder has to quote the highest discount on MRP on all items sold in the Supermarket. Any discount being offered by the bidders would have to be more or atleast equal to similar discounts being offered to the same product at their stores

outside campus at any given time.

2. Bidder should quote all the columns in the financial bid otherwise the bid stands invalid.
3. Bid currency: Prices shall be quoted in Indian rupees

SECTION-H:

STANDARD PROCEDURE FOR OPENING AND EVALUATION OF BIDS

Outline of bid Opening procedure

1. The bid opening and evaluation process will be sequential in nature. Means that bidder must qualify a particular stage to be eligible for next stage. Immediately after the closing time, the IISc., Bangalore authorized person shall open the Pre- qualification bids and list them for further evaluation. After evaluation of Pre- qualification bids, the financial bids of only those bidders who qualify in Pre- qualification will be opened.
2. The Standard procedure, described here will stand appropriately modified, in view of special procedures of bid evaluation as mentioned in tender call or elsewhere in this bid document of decided by IISc., Bangalore during the course of evaluation to meet any specific situation or need arising from time to time

General guidelines for bid opening and evaluation:

Bids will be in two parts (Technical and financial) as indicated in the tender call. For in two part bid there will be two bid opening events and in case of composite bids there will be only one bid opening event. Following guidelines will generally be followed by IISc., Bangalore officers at each such event. However IISc., Bangalore may deviate from these in specific circumstances if it feels that such deviation are unavoidable or will improve speed of processing and consequent project execution.

1. Opening of Bids

Bids will be opened at the schedule time and date

2. Preliminary examination of Bids

- a. Preliminary scrutiny will be made to determine where they are complete, whether any computational errors have been made, whether required sureties have been furnished, where the documents have been properly signed, and whether the bids are generally in order.
- b. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the vendor does not accept the correction of the errors, its bid will be rejected and its bid security may be forfeited, if there is a

discrepancy between words and figures the amount in words will prevail.

- c. IISc., Bangalore may waive any minor informality, nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- d. Prior to the detailed evaluation, IISc., Bangalore will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations.
- e. If a bid is not substantially responsive, it will be rejected by the IISc., Bangalore and may not subsequently be made responsive by the bidder by correction of the nonconformity.

3. Clarification of bids

During evaluation of the bids, IISc., Bangalore may, at its discretion, ask the bidder for clarification of its bid.

4. Evaluation of Pre-qualification bids

Pre – qualification bid documentation shall be evaluated in two sub-steps.

- a. Firstly, the documentation furnished by the vendor will be examined prima facie to see if the technical skill base and financial capacity and other vendor attributed claimed therein are consistent with the needs of this project.
- b. In the second step, IISc., Bangalore may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.

5. Evaluation of financial bids

Financial bids of those vendors who satisfy the pre-qualification their price bids will only be opened. All other financial bids will be ignored. IISc., Bangalore will assess the nature of financial offers and may pursue any or all of the options mentioned under financial bid. IISc., Bangalore may at its discretion discuss with vendor(s) available at this stage to clarify contents of financial offer.

6. Contacting IISc., Bangalore

Bidder shall not approach IISc., Bangalore officers outside of office hours and/or outside IISc., Bangalore office premises, from the time of the tender call notice to the time the contract is awarded.

Any effort by a bidder to influence IISc., Bangalore officers in the decisions on bid

evaluation, bid comparison or contract award may result in rejection of the bidder's offer and bidder may also be marked as ineligible for future bids, If the bidder wishes to bring additional information to the notice of the IISc., Bangalore, it should do so in writing.

7. IISc's right to accept any bid and to reject any or all bids

IISc., Bangalore reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

8. Notification of award

Prior to expiration of the period of bid validity, IISc., Bangalore will notify the successful bidder in writing, that its bid has been accepted.

Upon the successful bidder's furnishing of performance security, IISc., Bangalore will promptly notify each unsuccessful bidder and will discharge its bid security.

9. Signing of contract

At the same time as the IISc., Bangalore notifies the successful bidder that its bid has been accepted, the IISc., Bangalore will send the bidder the Contract form provided in the bidding documents, incorporating all agreements between the parties.

On receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the IISc., Bangalore.

10. Performance Security

On receipt of notification of award from the IISc., Bangalore the successful bidder shall furnish the performance security in accordance with the conditions of contract, in the performance security form provided in the bidding documents or in another form acceptable to the IISc., Bangalore.

Failure of the successful bidder to sign the contract, proposed in this document and as may be modified, elaborated or amended through the award letter, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the IISc., Bangalore may make the award to another bidder or call for new bids.

11. Corrupt, fraudulent and unethical practices

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process of contract execution

and

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Purchases or the benefits of free and open competition:

“Unethical practice” means any activity on the part of bidder, which try to circumvent tender process in any way. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc after opening of first bid will be treated as unethical practice.

IISc., Bangalore will reject a proposal for award and also may debar the bidder for future tenders in IISc, it is determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or executing a contract.

12. DISCLAIMER:

Neither IISc., Bangalore nor its employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this tender schedule and it is not possible for the IISc., Bangalore to consider the investment objective, financial situation and particular needs of each party who read sources the Tender Schedule. Certain prospective Bidders may have a better knowledge of the scope of work than others. Each prospective Bidder should conduct his or her own investigations and analysis and check the accuracy, reliability and completeness of the information in the Tender schedule and obtain independent advice from appropriate sources.

The Registrar, IISc., Bangalore, reserves the right to reject any or all the Bids submitted in response to this request for Proposal at any stage without assigning any reasons whatsoever.

The Registrar, IISc., Bangalore, reserves the right to change any or all of the provisions of this bid document.

13. REJECTION OF TENDERS:

The Registrar, IISc., Bangalore, reserves the right to cancel the tender process and reject all tenders at any time prior to the award of contract without thereby incurring any liability as against the affected bidder or any obligations to inform the affected bidder of the grounds of acceptance or rejection.

No bidder is entitled to withdraw his or her offer after submission. In case of such withdrawal, the EMD deposited along with the tender schedule shall stand forfeited.

For breach of any of the conditions prescribed in the tender or as specified by the IISc., from time to time, the EMD/PSD is liable to the forfeited. Decision of the Registrar, IISc., Bangalore, in this regard is final and binding on bidder.

14. REQUIREMENT:

Details of items to be provided in Super Market.

In Super Market:

1. Wide variety of general daily use items viz. grocery items, provisions, detergents, soaps, house hold electric & electronic items, diary items (except KMF-Nandini products), cheese, eggs, beverages, bread and bakery items, sweets, all packed food items and books & stationary items.
2. Wide variety of general daily use items viz. sanitary items, cosmetics, gift articles, limited textile items, confectionary items like ice-creams, chocolates, biscuits, all snacks such as Alu Samosa, Corn Samosa, Onion Samosa etc.
3. Any other item as per requirement of the IISc., Bangalore.
4. The successful bidder should agree to provide bulk items for hostels on credit basis.

Declaration by the Bidder

I/We hereby declare that all the terms and conditions of the tender document has /have been read by me/us and I/we accept all the terms and conditions mentioned in the tender document and shall comply with them strictly.

Further I/We hereby declare the following:

- a) I/We never been blacklisted by any institution/department due to any reason.
- b) I/We are ready to get the Super Market Store capabilities inspected by the Officer/Committee of the IISc., Bangalore, to judge the level of competency for undertaking the work.

If our bid is accepted, we undertake to:

- a) Not to object our disqualification on the basis of above declaration, if found wrong and misrepresented at any point of time during contract.
- b) The workers deployed will be more than 18 years and shall comply all the statutory requirements. They will be vaccinated against COVID-19 and police verification report will be submitted in due course.

Place:

Bidder's Signature

Date:

Seal.

Financial Bid

Providing Super Market services at **IISc., Bangalore.**

Please quote amounts in numerals and words

| Sl. No. | Description | Discount in Percentage |
|-----------|------------------------------|---|
| | 1 | 2 |
| 1. | Super Market Services | In Words: _____ _____ _____ |

Note: The bidders who fulfill the eligibility criteria and quotes the highest discount on MRP will be awarded the contract. Any discount being offered by the bidders would have to be more or at least equal to similar discounts being offered to the same product at their stores outside campus at any given time.

(Seal & Signature of Bidder)

Bid letter form

From:
(Registered name and address of the bidder)

To.
The Registrar,
Indian Institute of Science
Bangalore - 560012.

Sir,

Having examined the bidding documents and amendments there on, we the undersigned, offer to provide Super Market services in the scheduled premises at IISc., Bangalore as the case may be, in conformity with the terms and conditions of the bidding document and amendments thereon in response to your tender call dated.....

We undertake to provide the above mentioned services, as assigned to us in conformity with the said bidding documents, for an estimated licensee fee of Rs._____ (Total amount in words and figures) which may vary in accordance with the increment in licensee fee charged by IISc from time to time.

If our bid is accepted, we undertake to:

- a. Provide Super Market Services according to the time schedule specified in the bid document,
- b. Obtain the performance guarantee from a scheduled bank in accordance with bid requirements for the due performance of the contract,
- c. Agree to abide by the bid conditions, which remain binding upon us during the entire bid validity period and bid, may be accepted any time before the expiration of that period.
- d. We understand that you are not bound to accept the highest or any bid you may receive, nor to give any reason for the rejection of any bid, and that you will not defray any expenses incurred by us in bidding.

Place:
Date:

Bidder's Signature
Seal.

BIDDER INFORMATION

| | | |
|----|--|---|
| 1 | Name of the organization | |
| 2 | Year of establishment | |
| 3 | Complete postal address | |
| 4 | Name & Designation of Authorized person | |
| 5 | Phone No. | |
| 6 | Mobile No. | |
| 7 | Email | |
| 8 | Nature of the firm (Proprietary/partnership/etc...) | |
| 9 | Bank Details of the Firm: | |
| | Bank Name | |
| | Bank Address | |
| | Bank Account Number | |
| | IFSC Code | |
| 10 | GST No. | |
| 11 | TIN No. | |
| 12 | Total No. of branches | |
| 13 | Bid Document Fee (Non refundable) | Amount Rs. : DD No. : DD Date : Issuing Bank &Branch : |
| 14 | EMD | Amount Rs. : DD No. : DD Date : Issuing Bank &Branch : |
| 15 | Experience Details: | |

| Sl.No | Period | | Organization | Services provided |
|-------|-----------------------------------|----|--------------|-------------------|
| | From | To | | |
| | | | | |
| | | | | |
| | | | | |
| 16 | Details of certificates enclosed. | | | |

List of Major Customers

| S. No | Customer Full Address along with contact details | Year |
|-------|--|------|
| | | |
| | | |
| | | |
| | | |

CHECK LIST

IMPORTANT:

The Bidder must ensure that the following details in the check list are furnished along with the bid document. The bidder must also carefully go through all the contents of the BID Document and any additional information/documents, required more than the items listed in the check list below, also shall have to be furnished. Non-furnishing of any required information/document as per the Tender Document will lead to rejection of the bid.

| Sl.No | Particulars | Page Number |
|-------|---|-------------|
| 1 | Bidder Information sheet | |
| 2 | Tender Processing Fee of Rs.20, 000/- (by way of DD from any nationalized/Scheduled Bank). | |
| 3 | EMD of Rs.10,00,000/- (from Nationalized/Scheduled Bank) | |
| 4 | Signed copy of Tender Document (each page has to be signed by the bidder) | |
| 5 | GST Registration Certificate | |
| 6 | Copy of firm Registration certificate | |
| 7 | Latest Solvency Certificate | |
| 8 | Site visit certificate | |
| 9 | Turnover certificate from CA Certified for last 3 years | |
| 10 | Income Tax Returns for last three financial years. | |
| 11 | MOU with franchisor | |
| 12 | Proof of having 3 or more branches in Bangalore City | |
| 13 | The franchisor should have the existing store with a minimum carpet area of 3000 sq ft. In this regard, a self declaration letter to be submitted | |
| 14 | The franchisor should have a minimum of 5 years experience in this business. Proof to be submitted in this regard | |
| 15 | Any other details, the contractors want to submit in support of their suitability. | |

NOTE: All pages of the bid documents must be serially numbered and signed.