



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान तिरुपति

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH TIRUPATI

Permanent campus: Panguru Vilage, Yerpedu Mandal - 517619

Website: <http://www.iisertirupati.ac.in/>

EoI. No.: IISERT/PUR/EOI/0448/21

DATED: 17.12.2021



INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH TIRUPATI

**Expression of Interest (EoI) for
Running of Stationery, IT Peripheral, Printing and Book Binding
Facility & Multi Utility Shop**



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Indian Institute of Science Education and Research (IISER) Tirupati invites Expression of Interest in two bid system from the interested Reputed Organizations / Corporate Agencies to provide, Stationeries, IT Peripheral, Printing, Book binding, Cool drinks, Ice Cream, branded packed snacks etc., (all in one service under one roof) facility shop at IISER Tirupati permanent campus in Panguru Vilage, Yerpedu Mandal - 517619, Chittoor District, Andhra Pradesh.

About IISERT

IISER Tirupati is the sixth Institute in the chain of IISERs established by the Govt. of India under the Ministry of Education for imparting quality education in basic sciences and for setting up state-of-the-art research facilities for frontline and cutting-edge research in science. It started academic activity in August 2015 in the spacious transit campus located at Sree Rama Engineering College, Rami Reddy Nagar, Karakambadi Road, Tirupati.

The permanent campus of IISER Tirupati is at Srinivasapuram and Panguru of Yerpedu mandal. IISER Tirupati offers BS-MS program in all basic sciences for the first four semesters I-IV of the program. This is followed by advanced courses at MS level in semesters V-VIII where students have the option to choose their courses based on their interest and inclination. Presently there are 500 undergraduate students are residing at IISER Tirupati permanent campus.

Instructions for Online Bid Submission:

This EoI document has been published on the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) & Institute website www.iisertirupati.ac.in . The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app> .

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.



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3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.
7. The CPP Portal also has user manual with detailed guidelines on enrollment and participation in the online bidding process. Any queries related to process of online bids or queries related to CPP Portal may be directed to the 24x7 CPP Portal Helpdesk.
8. The Institute will not be responsible for any type of technical issue regarding uploading of EoI on website.

SEARCHING FOR EoI DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

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

2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Financial Bids can be submitted in PDF format (As per Chapter 5). Any additional components, which the bidder wants to quote and if it's not available in BoQ, can be quoted in the PDF format. The bidder may add rows to include the prices of all components & warranties, installation etc. whichever applicable.
4. Bidders are requested to note that they should necessarily submit their financial bids in the format provided (as per Chapter-5) and no other format is acceptable. The Financial Bid can be submitted in PDF format also. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.



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6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
8. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

ASSISTANCE TO BIDDERS

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **0120-4200462, 0120-4001002, 91-8826246593**.



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ELIGIBILITY CRITERIA

1. The applicant should have Experience in running such stationery and multi utility shops at least 03 years.
2. The applicant must have at least one multi-brand super market/departmental store/ store running in any Govt. Educational Institutes/Universities with minimum of 2000 strength which validates their ability to run all in one service as requested by the Institute.
3. The agency should have proven track record of annual turnover of minimum 5 Lakhs per individual branch.
4. The agency should have the ability to provide good quality multi branded products.
5. There should be no legal suit, criminal case pending or contemplated against the proprietor of the agency (or) the firm on grounds of moral turpitude (or) for violations of any of the laws in force.

Infrastructure to be provided by IISER, Tirupati

1. A Minimum license fee at the rate of Rs. 5/- per sft + 18% GST per month should be paid as license fee for the shop of 350 sft.
2. Quoted License fee will be increased by 10% annually.
3. All facilities like supply of drinking water through overhead tank, electricity on payment of actual consumption charges shall be provided by the Institute.

The EoI Document can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app> or Institute website www.iisertirupati.ac.in and bid is to be submitted online only through the E-procurement portal up to the last date and time of submission of tender.

Any queries on the proposal of the stationery shop, Interested Organizations may contact, through the email purchase@iisertirupati.ac.in

Tenderer shall inspect the site to fully acquaint himself about the building and working conditions. The site may be inspected with the help of institute officials on week days between 10:00 AM to 06:00 PM.

BASIC TERMS AND CONDITIONS OF EoI:

1. The EoI document comprises two parts; (I) Technical bid and (II) Price bid
2. At the first stage, the Technical Bids shall be opened on due date and technical evaluation shall be carried out based on the Technical Bid Proforma, documents submitted, tendered terms, conditions, eligibility etc.
2. Tenders which contain Financial Bid along with Technical Bid shall be summarily rejected.



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3. Tenders with incomplete documentation/illegible documentation will be summarily rejected.
4. Bidders technically disqualified shall be intimated via email.
5. The Financial bids of only those tenderers will be opened who are declared technically qualified by the Technical Evaluation Committee. The contract will be awarded to the responsive bidder on highest rent basis (H1Bidder). In case of multiple bidders emerging as (H I) by quoting same rent, the contract shall be awarded to the tenderer amongst H-I who with highest average annual turnover of last three years work based on the certificate of experience submitted along with tender and performance record at other sites. In the event of having same turnover, the H-1 will be decided based on the highest number of branches presently in operation.
6. The tender is not transferable under any circumstances. Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.
7. Tender in any form other than the prescribed form issued by IISER Tirupati shall not be considered and will be summarily rejected.
8. The Director, IISER Tirupati reserves the right to amend or withdraw any of the terms and conditions mentioned in the tender document or to reject any or all tenders at any stage without giving any notice or assigning any reason and not bound to accept the lowest tender keeping in view the interest of the Institute. The decision of the Director, IISER Tirupati in this regard shall be final and binding on all.



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CRITICAL DATES OF EOI

Sr. No	Particulars	Date	Time
1.	Date of Online Publication/Download of EOI	17/12/2021	18:00 Hrs.
2.	Bid Submission Start Date	17/12/2021	18:30 Hrs.
3.	Bid Submission Close Date	31/12/2021	15:00 Hrs
4.	Opening of Technical Bids	01/01/2022	15:30 Hrs.

ANNEXURE I

Detailed Document for Expression of Interest (EoI)

1.	Name of the Organization	:	
2.	Registered / Head Office Address (Complete Address)	:	
3.	Year of Establishment (Documentary evidence is required)	:	
4.	Nature of Organization: Partnership / Sole Proprietor / Pvt. Ltd. / Others	:	
5.	Statutory details of agency / firm / company (Relevant Photocopies to be submitted) 1] In case of company, registration number issued by Registrar of Companies. (or) 2] Registration number of the firm (Issued under Andhra Pradesh Shops & Establishment Act, 1988) 3] Permanent Account Number (PAN). 4] Goods and Service Tax – Registration number. 5] Registration number issued by Regional Provident Fund Commissioner. 6] Registration number issued by Employees State Insurance Corporation. [These documents are mandatory for the bids to be considered]	:	
6.	Local Administrative Office Address, if any:	:	

7.	Telephone Numbers	:	
8.	Fax No.	:	
9.	Mobile Numbers with name	:	
10.	Email Address	:	
11.	Website (If any)	:	
12.	Number of Branches/shops presently in operation (Please provide all branches details on your letter head i.e., all branches with contact person name & contact no. , Complete address No. of staff deployed)	:	
13.	Details of Directors or Promoters or Partners or Owners or Office Bearers: Attach Brief Bio—Data having Name, Age, Qualifications, Experience, etc., (Documentary evidence is required)	:	
14.	Financial Capabilities: Annual Turnover (for the past 3 years) for each branch and Net worth:(Documentary evidence attested by Chartered Accountant is required)	:	
15.	If a Co-operative Society, please indicate Regn. No. and date of Regn.	:	
16.	Submit the names & address of the Organizations with whom worked in past ten years on letter head duly signed & stamped.	:	Submitted / Not Submitted
17.	Total years of experience of Stationery shop (Please attach all details on letter head with duly signed & stamped)	:	

Note: IISER, Tirupati reserves the right to accept or reject any of the proposals received without assigning any reason.

DATA SHEET

For Each Branch, give the details in the following format on letter head (Incase of only single establishment, please provide details in the below format)

1. Name of the branch with Complete address :
2. Year of Establishment :
3. Number of Years of Experience :
4. Classified items available :
(Documentary evidence is required)

Financial Year	Financial Capability	
	Annual Turn over	Profit Based on ITR Statement
2018-19		
2019-20		
2020-21		

5. No. of staff deployed:
6. Point of contact:

Note: Agencies who have not filed their ITR for the year 2020-21 may submit ITR 2017-18. All financial documents to be vetted by the Chartered Accountant.

TERMS & CONDITIONS:

Online bids under two bid system are invited in CPPP for allotment of a shop at IISER Tirupati permanent campus on lease and license basis for 11 months and yearly renewable up to a maximum of 3 years provided, based on satisfactory feedback from the residents of the Institute. Bids should be uploaded in CPPP on or before 31st December, 2021 at 1500 hours and will be opened on 01st January 2022 at 1530 hours on same date. If the date appears to be a holiday, then it shall be the next working day.

A. The proposal should be filled neatly. Over-writing and erasing shall make the proposal liable to be rejected. Any alteration in the tender document must be initialed by the Proposer.

1. This shop shall be allotted through Bid only. It shall be awarded to the highest bidder at the second stage among technically qualified agencies at stage one.
2. The service charge or any other charges/taxes (if any) as applicable from time to time shall have to be paid by the licensee/successful bidder separately.
3. The allotment of shop to the eligible and successful bidder shall be given on full payment of Security deposit @ Three months of the License fee & Caution Deposit of INR 1 Lakh to IISER Tirupati and on execution of agreement/license deed on non-judicial stamp paper costing Rs. 100/- (Rs. One hundred only) in prescribed format. The cost of stamp paper and other incidental charges shall have to be borne by the successful bidder/licensee.
4. The licensee or his/her representative is not allowed to make any change in electrical wiring, fittings etc., in the shop without prior permission of the Institute. The licensee or his/her representative shall not make any structural changes in the shop allotted to him/her under any circumstances. If there is any damage/instability to the institute property or any other financial burden on the institute because of willful or negligent action of the licensee or his/her employees directly or indirectly, the said deed shall be cancelled immediately and the licensee will be prosecuted and the shop impounded with risk and cost of the defaulter licensee concerned. The Security & Caution deposit will be forfeited. He will have to immediately vacate the premises.
5. The licensee shall not utilize any additional common space other than the allotted area of shop. The encroachment in service passage, staircase area and other open space shall not be allowed and will attract penalty as deemed fit by the Institute.
6. The telephone connections, fire safety, insurance cover and security of articles within the shop and any other charges, shall be made by the licensee. IISER Tirupati will not be responsible for any kind of such payment under any circumstances. The licensee shall be solely responsible for discontinuation of any such service due to nonpayment of bills etc, without any liability on IISER Tirupati.
7. The License period will be initially for 11 months from the date of allotment and shall be extendable on yearly renewable basis up to a maximum of 3 years on satisfactory services unless terminated earlier by the Institute for violation of any of the terms and



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conditions of the License/Agreement or if desired by the vendor after completion of 11 months and on every annual extension, License fee will be increased by 10% of previous year's license fee.

8. The licensee has to deposit license fee, Electricity bill & Water charges regularly as per actual meter reading to IISER Tirupati by 5th of every month. If the license fee and electrical/water charges are not remitted within the specified period, administrative charges shall be levied @ Rs.5000/day and shall continue until the complete payment is remitted.
9. The ownership of the shop and its legal possession will remain with IISER Tirupati only. The licensee will have the right to use the shop during the license period for the approved purpose only.
10. Timing of establishment should be open from 7 AM to 9 PM and Sunday cannot be a non-working day. The shop can be closed for one day of the week (except sat & sun). Other days for which the shop will be kept closed has to be authorized by IISER Tirupati.
11. Apart from that, if any complaint is received on substandard quality, Competent Authority or any other officer authorized by the Competent Authority may seize the whole stock or part thereof and order the destruction thereof. Complaint/Suggestion books have to be maintained and should be available to all customers. The book should not be changed during the contract period.
12. The sale/storage or stock, deposit of narcotics, tobacco, alcohol and other contraband & dangerous goods/materials in any form is strictly prohibited in the shop. Proprietor/Employees reporting to duty should (i) not be drunken or intoxicated, not be smoking or chewing tobacco (or) any other prohibited substances (ii) well behaved and mannered, (iii) Should have no criminal record and (iv) Clean and hygienic. Violation of any condition shall lead to the cancellation of license and suitable actions shall be taken.
13. Employees should not use the premises as residence. Use of space beyond official timings approved should be only for special purposes like receiving of goods, disinfestations, inventory, etc.
14. The licensee shall maintain the premises in good condition and keep it clean and tidy always.
15. **Use of single use plastic/plastics is strictly prohibited in the campus and must be avoided.**
16. The licensee must use CASHLESS FACILITY (Credit, Debit, ATM-Cards & UPI) as per the directions of Government of India to the maximum possible extent and POS/SWIPE machines must be installed in the counter. Mobile payment gateway such as BHIM is mandatory.
17. A display in the shop having all relevant details such as timings, holidays, services/products with price list along with discounts and details of employees must be displayed.
18. Proper receipt/bill of each transaction should be provided to the concerned user t h e n

and there failing which the service will be assumed to be free of cost.

19. The waste generated from the shop must be disposed of at the appropriate solid waste collection pits reserved at the Institute by the licensee before closing of each business day and cleared at sufficient intervals during the day. The firm shall maintain neatness and cleanliness of the premises at all times .
20. In case of any loss or damage to the Customers due to his/her employee's negligence, the Licensee shall be responsible to make good the loss to the customer.
21. No child labor/Minor shall be employed by the licensee in any case. The licensee will not appoint any employee without proper police identification/ verification and shall supply full details of the persons employed by him/her to the Institute Admin Office as and when required .Such details should be displayed at the shop by the licensee.
22. The Institute reserves the right to direct the firm to replace any staff member based on behavior or performance .
23. The personnel engaged by the agency for this annual contract should not be an employee or any relation of any employee of the Institute and there will be no employer-employee relationship between the institute and the personnel so engaged by the contractor. Any influence on the licensee on the part of any employee to appoint themselves or relations as part /full time employee should be brought to the notice of the Institute Administration immediately.
24. If the shop is to be kept closed on any day, the same has to be informed to the Institute Administration well in time for authorization. However, the agency is required to work additionally on any Casual/Emergency request by the Institute if asked.
25. If the shop remains closed for more than 7 days without proper permission, it will be presumed to have been closed down and shall be considered as violation of agreement. In such cases, notice period of one month shall not be applicable and as such the fresh proposals will be invited for the shop and the loss will be recovered from the first Licensee until taken over by the succeeding Licensee. The security & caution deposit shall be forfeited.
26. The Institute will not be responsible for the payment of any bill due against any member of the staff, employee, students etc. A notice to that effect shall be prominently displayed on the shop premises.
27. The vendor shall indemnify, protect and save IISER, TIRUPATI against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the items supplied by them.
28. Any dispute arising in the business will be solved by the contractor himself and the institute will not be involved in the dispute under any circumstances.
29. During the period of License, if the shop is required by the Institute, the License will be cancelled with one-month notice and the licensee shall have to vacate the shop within the time specified. In case of such an eventuality, no compensation except proportionate Security Deposit, deducting License Fee not paid, shall be returned.
30. The licensee shall not transfer or sublet the shop in whole or any part of the premises

licensed out to him/her. In case the Licensee is found to sublet the shop he/she is liable to pay license fee up to ten times the "standard license fee" of the shop and the License issued to his/her will be cancelled immediately. The security & caution deposit will also be forfeited. On cancellation of License period, the shop shall be vacated by the licensee immediately within seven days from the date of issue of notice in writing by the Institute. The Institute shall take immediate possession of the shop and make alternative arrangements to run the same immediately. If any material or fitting belonging to him/her are not removed by him immediately as directed by the Institute, these will become the property of the Institute.

31. The licensee shall arrange his/her own furniture, partition, installations, shelves, interior decorations etc. inside the shop without any damage to the property in which the business is allowed with prior permission from the Administration Office. The premises and its surroundings should be kept well ventilated, neat, tidy and well lit at all times. Failure to do will attract penalties.
32. The Institute shall be entitled to recover any outstanding dues including penalty/fine, License Fee and other due from security deposit of the Licensee.
33. The shops are solely meant for use by the Staffs, Residents, Students, Visitors, and Workers under contractors of the Institute. Outsiders are not permitted.
34. On campus shop will be on Non-Exclusive basis and more than one shop of the same kind can be opened by Competent Authority in the same premises or in other premises of the Institute initially or subsequently. The licensee shall not be entitled to raise any objection or claim for any deduction in license period, license fee and security deposit in case some other shop is constructed in the Institute campus or in case there comes in existence any other authorized shop. The Licensee shall equip the shop for running the business to the satisfaction of the Institute authority and shall display the articles in presentable manner.
35. Articles required/sold shall be of the best available quality, reliable, FSSAI approved, with long expiry period and economical. The approved articles/ items sold/ stored for sale in the shop shall be of good quality and should not keep any old/stale/expired items. IISER, Tirupati will inspect periodically to ensure that quality products are available and appropriate price structure with discounts on MRP is offered to all the students residents of the Institute.
36. The contractor should be ensured to install good quality Photocopier Machines, B/W and colour Printer and the rates will be charged as given below:

i.	Black & White Photocopy, A4 size paper	:	Rs. 01.00
ii.	Black & White Photocopy, A3 size paper	:	Rs. 02.00
iii.	Colour Photocopy, A4 size paper	:	Rs. 15.00
iv.	Colour Photocopy, A3 size paper	:	Rs. 25.00
v.	Black & White printing, A4 size paper	:	Rs. 02.00
vi.	Black & white printing, A3 size paper	:	Rs. 05.00
vii.	Colour Printing, A4 size paper	:	Rs. 15.00
viii.	Colour Printing, A3 size paper	:	Rs. 25.00



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37. In case of any repair occurs for the photocopier machine, the contractor must rectify the problem within 72 hours failing which Rs. 500/- per day will be levied as penalty.
38. In case of any major problem exceeding beyond 72 hours, prior information and approval of the Competent Authority to be taken, failing which penalty @ INR 1000/- shall be levied.
39. The contractor shall be fully responsible for the payment of wages and allowances to his/her staff as per Minimum Wages Act of labor law in force and all statutory dues to the persons employed at his/her own. IISERT is not responsible for any dispute between the licensee and his/her employers.
40. The licensee shall be fully responsible for good conduct and character of his/her employee(s) and their behavior towards students. All employees must possess Identity Card always in the premises and must wear neat & clean dress all times. Employees deployed by the licensee shall be equally responsible to receive any orders/information issued from this office.
41. The licensee shall be responsible for the repair of shop if required, during the License period with prior permission from the Institute Administration.
42. The licensee shall not dump any empty packing, baskets or any material and in specific plastic articles on the roof or in the open space outside the premises not allotted to him/her. The licensee shall also be responsible to maintain a high standard of cleanliness and hygiene in the shop & the surrounding areas and for disposal of garbage. In case of any such substance found in the Institute, a fine up to Rs. 1000/- can be imposed on the licensee by Institute Administration.
43. All safety measures must be taken care of by the licensee, in order to avoid any accident, fire and any other safety hazards. The licensee is solely responsible to ensure the safe custody of the shop allotted to him. Fire extinguishers (2 kg& 4.5 kg dry type) should be installed in accessible places and always in working condition. List of emergency number should be displayed in a prominent place. First aid measures should be made available in the shop for emergencies.
44. The Institute shall in no way be liable for any damage/ loss due to accident, theft, fire or any unforeseen events in shop.
45. The shop shall not distort the Institute Logo or other details and it shall not have any kind of monopoly over the institute logo or design.
46. If the firm/Agency being declared as insolvent by the court of law, the license shall be cancelled. The security & caution deposit will be forfeited.
47. If necessary, additional terms & conditions may be imposed by the Institute and the same shall be intimated to the firm in due course.
48. The licensee shall strictly observe and follow all the orders and instructions issued by the Institute from time to time. In case of noncompliance of orders and breach of any of the terms and conditions of License Agreement, the License/allotment can be cancelled by the Institute without assigning any reason, the security & caution deposit will stand forfeited.
49. The Director/Registrar, IISER Tirupati reserves right to withdraw / relax any of the terms and conditions mentioned above so as to overcome genuine problem encountered by the



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contracting parties.

50.The licensee must ensure that all the employees are well mannered, neatly dressed, well-groomed and display courteous behavior at all times.

51.No accommodation/changing/resting room, will be provided to the workmen of the licensee by the Institute.



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INSTRUCTIONS TO THE BIDDERS:

1. Interested bidders can visit the site in our Campus on week days.
2. The bids must be submitted online in CPPP : -
 - A. Detailed Proposal in the attached format along with additional information, if any.
 - B. Experience on letter head duly signed & stamped.
 - C. Credentials on letter head duly signed & stamped.
3. The Bidder must also submit the Bid Security Declaration as per annexure-II in the technical bid failing which their bid shall be summarily rejected.
4. Photocopies of all relevant documents and information must be furnished along with the proposals as per following (as applicable), failing which the proposal is liable to be rejected (These documents are a part of the technical bid):-
 - i) Latest / Valid Income tax Certificates.
 - ii) Latest/Valid Trade license and labor license.
 - iii) Proof of GST paid.
 - iv) Requisite Credentials.
 - v) PAN No., GST Regn. No., from commercial tax department.
 - vi) Any other mandatory relevant documents required for execution of this work.
 - vii) General Tender Document duly signed by the bidders.
 - viii) Bid Security Declaration as per Annexure-II
5. The Institute reserves the right to cancel/reject any or all offers without assigning any reason whatsoever.



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SPECIAL TERMS & CONDITIONS:

RULES AND REGULATIONS FOR ALLOTMENT OF SHOPS IN IISER TIRUPATI CAMPUS

1. The shop in IISER Tirupati shall be allotted on license fee basis through two bid system. The highest bidder is allotted the shops initially for a period of 11 months and can be extended annually up to a maximum of 3 years on satisfactory performance of the licensee.
2. The licensee must produce an affidavit on a non-judicial stamp paper worth Rs. 500/- (to be procured at its own cost) giving the present as well as the permanent residential address, recent passport size photograph(s) and self -attested copy of the PAN Card, Aadhar Card, Voter ID, Trade License etc. along with the Bid. The licensee shall submit self-police verification certificate at the time of allotment of the shop.
3. Before the occupation of the shop, the licensee, after getting the allotment letter shall have to: -
 - a. Pay an amount equal to three months license fee in advance as security deposit & INR One Lakh (1,00,000/-) as caution deposit. The security & Caution deposit shall be refunded only on successful completion of tenure.
 - b. Submit willingness certificate to hold the security fee already paid and additional payment of security deposit shall need to be made in proportion to the increased license fee, in case the shop is allotted for further period. If the licensee fails to maintain the security fee, the contract may be cancelled and security deposit already held will be forfeited.
 - c. Execute an agreement / license deed in the prescribed Performa on stamped paper worth Rs 500/- at the initial allotment and at every renewal of license.
 - d. Undertake that no subletting of the shop shall happen during his contract period.
4. All formalities with regard to the allotment of shop like signing inventory of fixtures (electrical and civil), etc. shall be completed by the licensee before possession of the shop.
5. The contractor shall vacate the leased premises leaving all fixtures, furniture etc., which are institute properties in good and tenable conditions on expiry/termination of contract. Damage/ misuse of any item in the shop shall be adjusted by the Institute from the caution deposit.
6. The licensee has to arrange license (if required) on its own, to run the requisite shops and also to comply with the provisions of Child Labor (Prohibition and Regulation) Act, Shops and Establishment Act, Food Safety and Standards Act and all other statutory and regulatory Acts as notified by Central and State Government

from time to time.

LICENSE FEE AND OTHER CHARGES:

1. The licensee of the shop shall, in addition to payment of the prescribed license fee, also be liable to pay local municipal service charges (if applicable), charges for consumption of electricity and water charges at actuals and any other service provided to the licensee for the shop allotted to him or her for allotted shop forms a part, and any other charges that the Institute may, from time to time prescribe.
2. Revision of minimum license fees: The Institute shall revise the license fees every year by 10% additionally on the existing license fee.

ACCEPTANCE OF ALLOTMENT:

The Licensee shall communicate the acceptance of the allotment made to him or her within 10 working days from the receipt of order of allotment. On acceptance, he/she shall occupy the premises after depositing the Security deposit, Caution Deposit, undertaking for not subletting, Agreement and handing over of the Inventory of the building signed by both parties within 15 days from the date of acceptance unless the premises are certified to be uninhabitable by the Administration Office.

COMMENCEMENT OF ALLOTMENT:

For the purpose of liability for payment of license fee and other charges, an allotment made under these rules shall, unless or otherwise provided in the terms of allotment in a particular case, take effect from the date of occupation as mentioned in the allotment letter.

SUBSISTENCE OF ALLOTMENT:

The allotment made under these Rules, shall subsist until: -

1. It is surrendered according to the provisions of these rules or
2. It is replaced by another allotment or
3. It is vacated by the licensee or
4. If it is cancelled (or) deemed to have been cancelled under the orders of the competent authority (or)
5. If a licensee is found to be unable to run the shop or
6. If he/she leaves in between or
7. If the allotment is cancelled for any other reason(s) The security deposit will be forfeited.
8. In the event of allotment being cancelled under condition no. 04 or 05, the security & caution deposit shall be forfeited.

STATUTORY OBLIGATIONS:

The firm shall be directly responsible for payment of wages including other benefits such as EPF, ESIC, etc., to his manpower engaged at his own cost. It will be the sole responsibility of the Licensee to abide by the provisions of the following acts as to the workers engaged by him for

performance of this contract.

- a. Minimum Wages Act 1948.
- b. Employee Provident Fund Act 1952
- c. Employee State Insurance Act 1948
- d. Contract Labour (Abolition & Regulation) Act 1970.
- e. Industrial Employment (standing orders) Act and rules 1946.
- f. Prohibition of Child Labour Act 1986.
- g. Payment of Bonus Act and Rules 1965.
- h. Workmen Compensation Act 1923
- i. Water/Environmental Pollution control rules & regulations by Institute
- j. All rules and regulations of the Institute.

MAINTENANCE OF SHOPS:

1. The licensee, shall maintain the shop to the satisfaction of the Institute to the official or any other official nominated by the Competent Authority shall inspect the shop to that the shop is maintained as per standards.
2. The licensee shall allow the maintenance staff authorized by the Institute to have access to the premises at all reasonable hours for inspection.
3. A licensee or his/her staff shall neither grow any trees, shrubs or plants contrary to the instructions issued by the Institute nor cut or chop off any existing trees or shrubs growing in any garden, courtyard or compound attached to the shops except without the prior written permission of the appropriate authority.
4. A licensee shall ensure that he/she and his/her staff do not cause any inconvenience to their neighbors by their conduct.
5. The firm/licensee shall maintain all statutory registers under the applicable law and shall produce the same, on demand, to the concerned authority of IISER, Tirupati or any other authority under law.
6. The licensee shall sell only packed F&B products (FSSAI approved) apart from all daily use essential items for students & employees of the Institute.
7. The prices of the items which do not have MRP printed on item must be approved by the Competent Authority.
8. The licensee must obtain & submit a separate FSSAI license for all the products being sold in the shop.
9. Only FSSAI approved products to be sold in the shop.
10. Licensee should strictly adhere to COTPA act, violation of any terms of the COTPA act, shall attract penalty upto Rs. 5,000/- per day and also attract action as per the law deemed fit. The license shall be cancelled, security & caution deposit shall be forfeited in such case.
11. Licensee should also adhere to provision envisaged in NDPS act. No prohibited substances under NDPS act shall be sold/in the Institute premises or consumed by the licensee/any of his employee. In the event of any possession of any such substances used/consumed/sold by the licensee/his employees penalty @ INR 1 lakh would be

levied and legal action as per law and NDPS act shall be initiated. The license shall be cancelled and caution deposit shall be forfeited in such cases.

12. The licensee should be able to supply all items at subsidiary / discounted prices to the maximum extent possible

RESTRICTED MATERIALS:

1. No inflammable material shall be stored in the shops. Cigarette, Tobacco, Liquor, Narcotics, Fire arms, Ammunition, etc. are in the list of prohibited items.
2. Shop shall not provide plastic carry bags to the customers. Use of plastic cups, plates, etc. is also strictly prohibited.
3. Banned substances as per NPDC/COTPA.
4. Restricted items are not permitted inside the campus premises. If the licensee/ any employee of the licensee found in possession of any prohibited substances the license shall be cancelled & legal action against the licensee for possession of prohibited substance shall be taken. The security & caution deposit will also be forfeited.

Evaluations Criteria for EOI

1. At the first stage, the Technical Bids shall be opened on due date and technical evaluation shall be carried out based on the Technical Bid Proforma, documents submitted, tendered terms, conditions, eligibility etc.
2. Tenders containing Financial Bid along with Technical Bid shall be summarily rejected.
3. Tenders with incomplete documentation will be summarily rejected.
4. Bidders technically disqualified shall be intimated via email and in CPPP.
5. The Financial bids of only those tenderers will be opened who are declared technically qualified by the Technical Evaluation Committee. The contract will be awarded to the responsive bidder on highest rent basis (H1Bidder). In case of multiple bidders emerging as (H1) by quoting same rent, the contract shall be awarded to the tenderer amongst H-1 with the highest average annual turnover of last three years work based on the certificate of experience submitted along with tender and performance record at other sites. In the event of having same turnover, then the H-1 will be decided based on the highest number of branches presently in operation.
6. The Director, IISER Tirupati reserves the right to amend or withdraw any of the terms and conditions mentioned in the tender document or to reject any or all tenders at any stage without giving any notice or assigning any reason and not bound to accept the lowest tender keeping in view the Interest of the Institute. The decision of the Director, IISER Tirupati in this regard shall be final and binding on all.

DAMAGES / THEFTS:

A licensee shall be personally responsible for any damage beyond normal wear and tear of the fixtures, civil fittings, electrical installations, fencing etc., provided in the shop or theft of any of these items during the period of his/her occupation of the shop. The licensee has to furnish complete present and permanent residential addresses of his/her staff with their

photographs to the Administration Section, along with the Police Verification Certificate.

LIABILITY OF LICENE FEE:

1. When an allotment has been accepted, the liability for payment of license fee and other charges will be with effect from the date as mentioned in the allotment letter.
2. Subject to the provisions of these rules, if a licensee fails to take possession of the allotted shop within the prescribed time limit, will lead to cancellation of the allotment.

OVERSTAY IN SHOPS AFTER CANCELLATION OF ALLOTMENT:

When an allotment has been cancelled or is deemed to have been cancelled under the provisions of these Rules and the licensee concerned has not vacated it within the prescribed time-limit, he/she shall be liable, in addition to any other action, to pay damages for un- authorized occupation and use of the premises, which may amount up to Rs. 5000/- per day for a period up to one month, beyond which electrical and water services will be disconnected, along with forfeiture of the Security Deposit & Caution Deposit. If necessary, the Institute may evict the defaulter with the help of the appropriate local law enforcement authority. Such a licensee will be debarred from any further allotment process.

LICENSE:

In every case, the licensee shall be strictly deemed to be a Licensee but not a tenant.

TO A LEGAL HEIR:

1. It is made clear that in the event of revocation of license for any reason whatsoever, including death of the licensee, the heirs/representatives of the licensee shall have no locus stand to continue in occupation of the licensed premises and they are liable to vacate/be evicted forthwith.
2. However, on the death of a licensee the shop may be regularized in the name of any one of his/her legal heir, with the prior written approval of The Registrar IISER Tirupati an affidavit is given by each of the remaining legal heirs of the deceased licensee to the effect that they have no objection to such allotment /regularization and the legal heir submits all necessary documents including registration, etc within 1month.
3. The regularization of allotment in the name of legal heirs on the death of the licensee will be made on the same license fee which the deceased licensee was actually paying or was liable to pay for the premises immediately before his/her death.

RESTRICTION OF TRADES:



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When a shop is allotted for a specific trade viz., grocery, stationery etc. the licensee will strictly not be allowed to change the trade. The licensee must not indulge in 'unfair trade practices' as per the existing rules of the Government.

CHANGE OF PURPOSE OF SHOP:

If Institute Authority feels that a specific kind of service is needed, the same must be provided by the licensee at reasonable cost, maintaining the quality.

INTERPRETATION AND RESIDUAL MATTERS:

On any question of interpretation of these Rules, the Institute's decision shall be final. The matters, or points in relation to which no specific provision exists in these rules, will be governed by the provisions of relevant Rules of Government of India.

TERMINATION / EVICTION:

The decision of the Institute in regard to interpretation of the terms and conditions shall be final and binding and shall not be called in question in any proceedings before any court or forum.

IISER Tirupati reserves the right to issue show cause/ termination notice to the licensee by giving one-month period on violation of any of the Terms and Conditions. Further, on expiry of one month, two more notices can be served giving each 15 days beyond which the agreement will stand terminated automatically unless the firm has fulfilled and complied with all obligations within the said period. During the notice period of termination of contract, the agency shall keep discharging duties as before till the expiry of notice period.

The Institute rules shall be binding for execution of the contract. Further, in case of any dispute arising out of or in connection with the aforesaid contract, either during subsistence of the contract or thereafter, the same will be settled by mutual consultation and in case of failure, dispute/s shall be referred to The Registrar, IISER Tirupati. The Registrar or an Arbitrator appointed by the Director, IISER would be the Competent Authority to decide and his/her decision shall be final and binding as per the provisions of the Indian Arbitration and Conciliation Act 1996. If differences persist even after arbitration and there are compelling reasons to go to the court, the jurisdiction shall be Principal Civil Court at Tirupati and Andhra Pradesh High Court.

It shall be the duty of the licensee to remove all the persons and/or resources deployed by him/her on termination of the contract on any ground whatsoever and to ensure that no person creates any disruption/hindrance/problem of any nature to IISER, Tirupati failing which necessary forces may be deployed to evict during which loss if any is the sole responsibility of the firm.

MISCELLANEOUS:



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1. The Institute reserves the right to inspect/check the quality and selling rates of all items. Any excess charging from customers or if the items being sold are found to be of poor/substandard quality or unhygienic or stale or the cases falling within the definition of misconduct with customers will tantamount to breach of contract agreement. In such case the Security & Caution Deposit shall stand forfeited.
2. The licensor shall be represented by the Registrar and/or such person or person, Officer or Officers as may be decided or authorized by The Registrar from time to time.
3. The shop will display the price of all items sold in the shop, not having printed MRP. The facility will be available for all days.
4. Time to time the performance of shops will be evaluated based on the feedback reports taken from students/ staff/ faculty/residents of the Institute in terms of rate, quality, hygiene, cleanliness, and availability of items, conduct of licensee and its staff. The overall performance will be assessed by Institute Authority.

The Director of the Institute may, for reasons to be recorded in writing, modify all or any of the provisions of the rules/instructions governing the policy of allotment, regularization, restoration of shops etc., in the Institute.

PENALTIES FOR VIOLATION OF RULES, TERMS AND CONDITIONS

The vendor will be fined in case of violation of the following rules:

1. Any complaint about selling the services or products at a higher price than the pre-decided price will attract a minimum penalty of Rs. 500/ per incidence.
2. Any complaint about selling any service/product without the permission of concerned authorities will attract a minimum penalty of Rs. 500/ per incidence.
3. For any rule stated in the agreement first violation of the rule implies fine as per the rule Second and subsequent violations of the same rule on a different day will attract thrice the initial amount of fine as penalty on the licensee.
4. The final decision of fines being imposed lies with the Registrar of the Institute.
5. The vendor has to pay the fine imposed to Institute within 15 days of the fine imposed date, failing which, the Registrar reserves the right to terminate the agreement. The security & caution deposit shall be forfeited and the vendor has to vacate within 7 days of the notice, failing which legal action shall be initiated by the Institute.

Registrar, IISER Tirupati



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ANNEXURE – II

Bid Securing Declaration Form

Date: _____

Tender No.

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: _____ (insert signature of person whose name and capacity are shown)
in the capacity of _____ (insert legal capacity of person signing the Bid Securing Declaration)

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

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

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

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



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PRICE BID

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

Name of the firm :

Name of the Applicant :

Address & Contact No. :

Area of the Shop : 350 sft

Minimum License Fee : INR 1,750/- + GST @18% per month

Bid/Quoted License (per month) :

I, the undersigned Shri/Smt. _____
Age

_____ years, resident at _____ have
read all the Terms & Conditions mentioned in this bid document shall abide with the same. I
hereby submit my unconditional quote for the shop lease at IISER Tirupati at the rate of INR
_____ month + GST@18% per month on the license fee.

Date:

Applicant's Signature with Seal