



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

(Web Site: www.iimkashipur.ac.in)



TENDER DOCUMENT

FOR RENTING OF VARIOUS SHOPS AT SHOPPING COMPLEX, IIM KASHIPUR

NOTICE INVITING TENDER (NIT) NO.

IIMKASHIPUR/PUR DEPTT /NIT/ 10 / 2023-24 DATED 05 SEPTEMBER 2023

SECTION – I

The Indian Institute of Management (IIM) Kashipur, having its office at Kundeshwari, District – Udham Singh Nagar, Kashipur, Uttarakhand – 244713, is an Institute of national importance under the aegis of the Ministry of Education, Government of India set up to provide management education of high quality and to promote allied areas of knowledge and inter-disciplinary studies.

The IIM Kashipur invites bids in **single bid system** from reputed, experienced and financially sound bidders/firms.

Brief Tender Details:

Tender Description	EMD Value (Rs.)
Renting of Various Shops at Shopping Complex, IIM Kashipur	5,000/-

The tender document can be downloaded from Institute website: www.iimkashipur.ac.in and Central Public Procurement (CPP) portal <http://eprocure.gov.in/epublish/app> and bids are to be submitted (hard copy) at IIM Kashipur as prescribed in the tender document. Kindly adhere to the last date and time of submission of the tender.

Critical Dates of Tender:

Sl. No.	Particulars	Date	Time
1	Date and Time of Online Publication/Download of Tender	05 September 2023	1100hrs
2	Bid Submission start date & time	06 September 2023	1300hrs
3	Bid Submission close date & time	26 September 2023	1100hrs
5	Opening of Bid	26 September 2023	1130hrs

INSTRUCTIONS TO BIDDERS

Bids in sealed cover are invited for procurement of Stationary Items and Printing Work from reputed experienced and financially sound parties listed in this NIT. Please super scribe the outer cover of the sealed bid as “Renting of Shop (Name of Shop) at Shopping Complex, IIM Kashipur”, NIT/10 (dated 05 September 2023) to avoid the bid being declared invalid. Bids not super scribed with the details mentioned above may be declared invalid.

1. The Financial bids of only eligible and technically qualified bidders will be considered, after the same has been ascertained by evaluation by the Committee. Considering the urgency of the work, no requests for extending the deadline shall be considered.



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

2. The address, contact numbers, date of issue of quotations document, last date of submission of bids, date and time of opening of bids for sending Bids or seeking clarifications regarding this NIT are given below:–

Bids/queries to be addressed to	STORE AND PURCHASE OFFICER
Postal address for sending the Bids	STORE AND PURCHASE OFFICER INDIAN INSTITUTE OF MANAGEMENT, KASHIPUR KUNDESHWARI, KASHIPUR, DIST. UDHAM SINGH NAGAR, UTTARAKHAND (INDIA) PIN – 244713 Website: www.iimkashipur.ac.in
Name/Designation of the contact personnel	STORE AND PURCHASE OFFICER
Telephone numbers of the contact personnel	91-7088270882,7900444090 / 321
e-mail ids of contact personnel	purchase@iimkashipur.ac.in
Last date and time of submission of bid	26 September 2023 at 1100hrs hrs. Any changes of the schedule will be notified on the Institute's website.
Date and time of opening of Bid	26 September 2023 at 1130 hrs onwards. Any changes of the schedule will be notified on the Institute's website. If the date is holiday, the next working day will be the opening date of the tender. Financial bids shall be evaluated of those firms which are found compliant/suitable after Technical/ Eligibility evaluation is done by the duly constituted Committee.

3. **Cost of Bid Document/Tender Fee:** NIL

4. **Issue of Tender:** The tender document can be downloaded from the Institute website - www.iimkashipur.ac.in or eprocure.gov.in. Please keep visiting our website for any corrigendum/ amendments and submit the bid document accordingly.

5. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box placed at Main Gate of IIM Kashipur or should be sent by registered post/courier at the address given above to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal/courier delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e- mail will not be considered.

6. The NIT is to be signed on all the pages by the bidder. This NIT is being issued with no financial commitment. IIM Kashipur also reserves the right to withdraw the NIT, should it become necessary at any stage for withdrawing the NIT.

7. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. This event will not be postponed due to non-presence of your representative.

8. **Forwarding of Bids** – Bids should be forwarded by Bidders in a sealed envelope by duly super scribed as stipulated above. The NIT document duly signed and stamped on each page along with Annexure-I of the NIT supported by demand draft (EMD) as specified above and all the documentary proofs to establish eligibility and their potential of professional readiness for the services.

9. **Clarification regarding contents of the NIT:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall send their query/queries at purchase@iimkashipur.ac.in latest by **20 September 2023**. Any queries received beyond the above mentioned timeline shall not be entertained. IIM Kashipur response to the queries shall be uploaded on the website.



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

10. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission, provided that the written notice of modification or withdrawal is received by the IIM Kashipur prior to deadline prescribed for submission of bids. A withdrawal notice should on a signed confirmation copy to be sent by post or by email and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security. Submission of bid means that bidder has read all the terms and conditions of this Tender Documents carefully and will comply with them unconditionally. Conditional bids shall not be accepted.

11. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD.

12. **Validity of Bids:** The Bids should remain valid till **90 days** from the last date of submission of the Bids.

13. **Earnest Money Deposit (EMD):** Bidders are required to submit (EMD) of amount Rs. **5,000/- (Rupees Five Thousand only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft from any of the public sector banks or a private sector bank authorized to conduct government business payable **in favour of "Indian Institute of Management, Kashipur"** payable at Kashipur. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Security Deposit from them as called for in the contract. The EMD will be forfeited if the bidder withdraws, or amends impairs or derogates from the tender in any respect within the validity period of their tender.

14. **Security Deposit:** The Bidder will be required to furnish a Security Deposit by way of Demand Draft through a public sector bank or a private sector bank authorized to conduct government business for **a sum mentioned against each shop in Section-III** within 30 days of receipt of the confirmed order. EMD shall be release after receiving Security deposit from the successful bidder.

15. **Payment Terms** - The rent of the shops to be deposited by 7th of every month. Late deposit of the rental charges shall attract fine @ Rs. 50/- per day. Payments may be made through ECS/NEFT/Cheque.

SECTION – II

Standard Conditions of the Contract

1. (a) The Contractor shall not appoint any sub-Contractor to carry out any obligations under the contract or sub- let the contract. Any one or more the following action/commission/omission are likely to cause summary rejection of tender:

(i) If the EMD and / or Tender fee is not found in order or receipts are not attached with the Bid. Any bid received late without conclusive proof that it was delivered before the specified closing time.

(ii) Any bid received unsealed or improperly sealed

(iii) Any conditional bid or bid offering rebate

(iv) Any bid in which rates have not been quoted in accordance with specified formats/details as specified in the Bid Documents.

(v) Any effort by a bidder to influence the IIM Kashipur in the bid evaluation, bid evaluation, bid comparison or contract award decision.



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

(b) The IIM Kashipur reserves the right to accept / reject / select more than one Contractor and to annul the bidding process of any or all bids at any time prior to award of contract without thereby incurring any liability to the affected bidders.

(c) The contractor shall be responsible for registration under the Contract Labour (Regulation & Abolition) Act, 1970 in respect of employees / workers engaged by them. Contractor shall ensure compliance to the provisions of all labour Laws or any other law relating thereto, and rules made hereunder from time to time. IIM Kashipur shall not own any responsibility in this regard.

2. **Non-disclosure of Contract documents:** Except with the written consent of IIM Kashipur, other party shall not disclose or share any contract/ provision, specification, plan, design, pattern, sample or information about the institute thereof to any third party.

3. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The Buyer may also deduct from the Seller as agreed, Liquidated Damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

4. **Termination of Contract:** IIM Kashipur shall have the right to terminate this Contract in part or in full in any of the following cases:-

(i) This Agreement may be terminated in whole or in part, by either Party in the event of a material breach by a Party that is not cured within thirty (30) days of a notice from the non-breaching Party.

(ii) This Agreement may be terminated in whole or in part, by a Party for convenience, on ninety (90) days prior written notice to the other Party.

(iii) In addition to the above, either Party may terminate this Agreement if the other Party (a) admits in writing its inability to pay its debts generally as they become due, or (b) makes an assignment for the benefit of its creditors, or (c) institutes or consents to the filing of a petition in bankruptcy, whether for reorganization or liquidation, under federal or similar applicable state laws, or (d) is adjudged bankrupt or insolvent by a court having jurisdiction, then in any of such events, the other Party may, by written notice, immediately terminate this Agreement, without further liability to the other Party, except to produce or pay all accrued payments.

5. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

6. **Force Majeure:** Neither Party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to causes beyond its control or without its fault or negligence, including, without limitation, riots, wars, fires, epidemics, lack of human or material resources, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of god or state or any public enemy, or acts mandated by any applicable laws, regulation or order (whether valid or invalid) of any governmental body. If a force majeure event occurs the affected Party shall inform the other Party promptly and will use reasonable efforts to mitigate adverse effects and to resume performance as soon as practicable. Should the force majeure event extend beyond fifteen (15) days either Party shall have the right to terminate the Contract upon immediate written notice without any penalty or liability. However,



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

the existing liabilities of the Parties and the IIM Kashipur's payment obligations for services successfully performed, provided the same is not affected by a force Majeure event, shall remain and not be affected by the force majeure event.

7. **Confidentiality:** Both the Parties hereby undertake that under no circumstances whatsoever they shall disclose any of the Terms of this Contract and all or any Confidential Information belonging to the other party like financial plans, business plans, and others, declared confidential to which they might have access during the association with one another in terms of this Contract, except to the extent that is already in public knowledge/ domain. The Confidential Information as hereinabove detailed shall not be disclosed during the subsistence of this Contract and thereafter for a period of five years from the date of termination of this Contract for whatever reason.

8. **Data Security:** The Bidder shall use inputs provided by IIM KASHIPUR solely for performing its obligations under this Contract, and will not, at any time, transfer, save, download, print, disclose, or in any other way use the inputs other than as directly required for the provision of the services under this Contract or as directed by IIM KASHIPUR in writing.

9. **Notices:** All notices, requests, demands or communications required hereunder shall be in writing inclusive of electronic means as recognized by IT Act 2000 (including any statutory modifications thereof) and shall be deemed to have been given or made (a) if by mail when deposited in the mail by certified mail, postage prepaid return receipt, requested at its address set forth on the signature pages hereto (b) if by telecopy when sent by used telecopy to the telecopy number set forth on the signature page hereto provided. Either Party may change its address or telecopy number for notice, by providing notice to the other Party of such change in the manner and within such time as provided herein.

10. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original but all such counter parts shall together constitute but one and the same agreement.

11. **Non-Solicitation:** During the term of the Agreement and for a period of one (1) year thereafter, neither Party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or subcontractor/s of the other Party, or aid any third person to do so, without the specific written consent of the other Party. For the avoidance of doubt, this restriction applies only to those employees who relate to the services performed under this Agreement. The clause does not prevent hiring based on responses by employees to public advertisement on any media that are not specifically targeted at the other Party's employees.

12. **Indemnity:** The Contractor (Indemnifying Party) shall indemnify, defend and hold harmless the IIM Kashipur (Indemnified Party), its directors, officers and employees from and against any and all losses claims, demands, liabilities (including attorney's fees) that arise from any errors and any act/commission/omission on the part of the Indemnifying Party or in connection with any work, obligation, authority delegated to the Indemnifying Party under this Contract.

13. **Arbitration:** In event of any dispute or difference arising out of or in connection with the Contract including the interpretation of its clauses or any other matter arising out of the Contract between the Parties, the same shall be resolved by mutual discussion and if any dispute or difference arising out of this Contract or interpretation of the Contract or any other matter related to it. If the contract still remains unresolved; it shall be then referred to the Sole Arbitrator who shall be appointed by the Director, IIM



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

Kashipur alone. And the arbitral proceedings shall be conducted strictly in accordance with the Arbitration and Conciliation Act, 1996, as amended up-to-date (including the statutory modifications thereof). The place of conducting Arbitration / seat of Arbitration shall be Kashipur, Uttarakhand and the arbitral proceedings shall be conducted in English language only. The cost of arbitration shall be shared equally by both the parties and the decision/ interim orders passed by the Sole Arbitrator shall be final and binding on both the Parties.

SECTION- III

SCOPE OF WORK AND ADDITIONAL CONDITIONS OF CONTRACT

1. Total four (04) numbers of shops available on ground floor of Shopping complex for Rent. The details of the various shops, presently offered for bid are given below:-

Type of shops	Nos.	Area of each Shop (in mtrs.)	Nomenclature of Shop	Security Deposit (Rs.)
Shop 1	1	4.325X3.410	Institute Cafe & Restaurant	30,000/-
Shop 2	1	4.330X3.411	Grocery Shop	30,000/-
Shop 3	1	4.330X3.410	Barbar / Saloon Shop	10,000/-
Shop 4	1	4.330X3.130	Laundry Shop	10,000/-

Note: Bidders may visit the shop location at IIM Kashipur before quoting the rent. The shops shall be allotted through Open Bid and to the qualified and highest offer quoted by the bidder.

2. Participant of Bid may offer their highest monthly rent for particular shop he/she willing to keep on rent. Participant can apply for each shop separately, but one person can get only one shop.

3. The firm shall pay the Rent quoted in the bid. The GST charges shall be inclusive of the Rent of the prescribed shop.

4. All allotment shall be made only on rent basis. However, before the occupation of the shops the allottee, after getting the allotment letter, the allottee shall have to submit the following:

- (i) Security deposit as prescribed in rules will have to be deposited in advance before occupation.
- (ii) Security deposit will be refunded on successful completion of the tenure of contract.
- (iii) Execute a Contract agreement in the prescribed Performa on stamped paper worth Rs. 100/-

5. All formalities in respect of allotment of shop like signing inventory of fixtures (electrical and civil), etc. shall be completed by the allottee within 30 working days of allotment.

6. The contractor has to arrange all licenses (if required) on its own, to run the requisite shops and also to comply with the provisions of Child Labour (Prohibition and Regulation) Act, Shops and Establishment Act, Food Safety and standards Act and other statutory regulations as notified by Govt. from time to time.

7. **ACCEPTANCE OF ALLOTMENT:** An allottee shall communicate the acceptance of the allotment made to him or her within 7 working days from the receipt of order of allotment. On acceptance, he/she shall occupy the premises after depositing the one month rent in advance within fifteen days from the date of acceptance unless the premises are certified to be uninhabitable by the Estate Office. The



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

Director may, on receipt of a request from the allottee, suitably extend the period stipulated for occupation of the allotment and provide further that if premises allotted is not occupied within the prescribed or extended time limit, the allotment shall be deemed to have been cancelled on the expiry of the said time limit and the allottee shall not be eligible for another allotment for one year from the date of such cancellation.

8. At the time of occupation of the shops allotted to him/her, the allottee shall be required to sign an agreement and inventory of fixtures and other fittings provided in the shops. The allottee shall also furnish an undertaking in estate office agreeing to abide by the terms and conditions of allotment and deduction of license fee and recovery of any unpaid dues from his/her security amount, if necessary.

9. DAMAGES/ THEFTS: An allottee shall be personally responsible for any damage beyond normal wear and tear of the fixtures, civil fittings, electrical installations, fencing etc, provided in the shops or theft of any of these items during the period of his/her occupation of the shops. The allottees have to furnish complete present and permanent residential addresses of his/her staff with their photographs to the Estate Department, IIM Kashipur along with the Police Verification Certificate.

10. LIABILITY OF RENT:

- (i) Where an allotment has been accepted, the liability for payment of rent fee and other charges will be with effect from the date as mentioned in the allotment letter.
- (ii) Subject to the provisions of these rules an allottee, if fails to take possession of the allotted shop within the prescribed time limit, will lead to forfeiture of the EMD and Security deposit.

11. Overstay in Shops after Cancellation of Allotment / Completion of Contract Tenure : Where an allotment has been cancelled or is deemed to have been cancelled under the provision of these Rules and the allottee 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 unauthorized occupation and use of the premises, which may amount up to Rs.100/- per day or along with forfeiture of the Security Deposit. If necessary, the Institute may evict the defaulter with the help of the appropriate local authority. Such allottees will be debarred from any further allotment process.

12. ISSUE OF INSTRUCTIONS: The Director, may issue any instructions/orders, etc. in pursuance of these Rules, or may authorize the Estate Office/ or any officer appointed by the Director to issue such instructions/ orders and all such instructions/ orders, shall be binding on the allottees.

13. TRANSFER TO A LEGAL HEIR: On the death of an allottee the shop may be regularized in the name of his/her legal heir, provided an affidavit is given by each of the remaining legal heirs of the deceased allottee to the effect that have no objection to such allotment/regularization.

14. RESTRICTION OF TRADES: When a shop is allotted for a specific trade viz. grocery, etc. the allottee will not ordinarily be allowed to change the trade. The allottee must not indulge in 'unfair trade practices' as per the existing rules of the Government.

15. ELECTRICITY AND WATER CHARGES: The requisite formalities for taking Electricity connection will be required to be completed by the allottee as per Institute rules. The electricity charges will be payable on the actual basis. The allottee shall be responsible for payment of electricity charges as per energy bills raised by the Institute. Water bills per month will be paid by the allottee as per rate decided by the Institute from time to time.

16. The shop holder/allottee or his/her representative is restricted to make any change in electrical wiring, fittings etc. without prior permission of the Institute. The shop holder/allottee or his/her



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

representative shall not make any structural changes in the shop allotted to him/her under any circumstances. If at any time it is found that the structural changes have been made which directly or indirectly is affecting the stability of the building, the said deed shall be cancelled immediately and the shop holder/allottee will be prosecuted and the shop impounded with risk and cost of the defaulter shop holder/allottee concerned.

17. In case of telephone connections, charges on account of fire safety, insurance cover and security of article within the shop and any other charges, the same shall be made and arranged on his/her own, by the allottee/shop holder. The IIM will not be responsible for any kind of such payment under any circumstances. The shop holder/allottee shall be solely responsible for discontinuation of any such service due to non-payment of bills etc, without any liability on IIM.

18. The encroachment in service passage, staircase area and other open space shall not be allowed and will attract penalty. The ownership of the shop and its legal possession will remain with IIM Kashipur. The allottee will have the right to use the shop during the agreement period for the approved purpose only.

19. The shop shall remain open for seven days a week and during the time as decided by the institute. Any closure must be done with approval of competent authority of the institute and proper prior notification among the residents of the campus, IIM Kashipur.

20. If the shop remains closed for more than 07 days without proper permission, it will be presumed to have been closed down. As such, the fresh proposals will be invited for the shop and the loss will be recovered from the contractor till that it is taken over by the other contractor.

21. The Institute will not be responsible for the payment of any bill due against any member of the Employees and students etc. A notice to that effect shall be prominently displayed on the shop premises.

22. During the period of contract, if the shop is required by the Institute, the contract can be cancelled and the allottee shall have to vacate the shop within the time specified given by the institute. In case of such an eventuality, no compensation except proportionate rent for the unexpired period of Contract shall be returned.

23. The allottee shall not transfer or sublet the shop. In case the Contractor is found to sublet the shop his/her agreement will be cancelled immediately.

24. The allottee shall arrange his/her own furniture, partition, installations, shelves, etc. inside the shop. The allottee/shop owner shall be responsible for the repair of shop required, if any, during the Contract period.

25. The Institute shall be entitled to recover any outstanding dues including penalty/fine, other due from security deposit of the Contractor. Additional specific condition may be imposed by the Institute whenever considered necessary and appropriate.

26. Articles required/sold shall be of the best available quality, reliable and economical. The articles/items sold/ stored for sale in the shop shall be of good quality, if anything sub-standard quality found Competent Authority or any other officer authorized by him on his behalf any seize the whole stock or part thereof and order the destruction thereof. Over charging of rates strictly prohibited. In case of default, his contract will be cancelled.

27. The rate of various Items, services are to be displayed in the shop. Receipt shall be provided to all customers for every item sold. To regulate price and quality, regular monitoring and supervision shall be



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

made any time by an officer/official so authorized by the competent authority and submit the report of the irregularities, if any, to the office for necessary action by the committee, or authorized officer by the competent authority. The institute may by order in writing to prohibit the sale of any article(s), which are in contravention of the instructions.

28. The sample of the articles can be collected at any time by the Competent Authority or his representative and if found substandard, appropriate punitive measures including cancellation of contract can be imposed. The contractor shall keep a Complaint Book which shall be made available on counters to the Customers and authorized officer(s) of the Institute shall have the right to see all these Complaint Books as and when required.

29. The sale, storage or stock, deposit of Narcotics, tobacco, alcohol and other contraband & dangerous goods/materials in any form is strictly prohibited in the shop. Further, smoking and consumption of Alcohol/intoxicants in the premises are strictly prohibited. No inflammable material is to be stored or kept in the shop for selling.

30. The allottee/shop owner shall maintain the premises in good condition and keep it clean and tidy always. The waste must be disposed of and 100% area should be cleared before closing of each business day and also to be cleared at sufficient intervals during the day. The contractor shall maintain cleanliness of the premises at all times.

31. In case of any loss or damage to the Customers due to him / her employees' negligence, and the same is established, the Contractor shall be responsible to make good the loss to the customer.

32. The allottee/shop owner will not appoint any employee without proper police identification/ verification and shall supply the list of his workers deployed by him who shall be equally responsible to receive any orders/information issued from this office rather they shall be treated as like Contractor in this regard. The allottee/shop owner shall be fully responsible for good conduct and character of his/her employee(s) and employees shall be properly dressed and ensure that the dress is neat & clean at all times.

33. **Penalty:** The allottee/shop owner shall not dump any empty packing, baskets or any material in the open space outside the premises not allotted to him and shall be responsible to maintain all reasonable standard of cleanliness and hygiene in the shop & the surrounding areas and disposal of garbage, in default a fine up to Rs. 500/- on each occasion can be Imposed on the Contractor by the competent Authority.

34. The allottee/shop holder shall strictly observe and instructions issued by the Institute from time to time. In case of non-compliance of orders and breach of any of the terms and conditions of Contract Agreement, the Contract/allotment can be cancelled by the institute without assigning any reason and security amount will stand forfeited.

SECTION – IV

Technical Eligibility Criteria of the Bidders

1. Eligibility Criteria

- (a) The agency should have valid GST registration (documentary evidence to be submitted).
- (b) Aadhar Card (if proprietor), PAN Card (proprietor or firm)



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

(c) Average Turn over in last 03 (three) financial years (2020-21, 2021-22 & 2022-23) shall not be less than Twenty lakh. (A self-attested copy of certificate issued by a Chartered Accountant with UDIN Number shall be enclosed).

(d) Minimum 02 (two) years of experience in carrying out **similar work** undertaken for any Government / Public Sector Undertakings / Autonomous Body and CFTI's. (Documentary evidence, work orders/certificates, to this effect should be enclosed)

Similar Work means:

(i) For Cafe and Restaurant Shop : The bidder should have run cafeteria/food canteen or restaurant in any Government / Public Sector Undertakings / Autonomous Body and CFTI's. (Documentary evidence, work orders/certificates, to this effect should be enclosed)

(ii) For all other shops : The bidder should have run any shop at Government / Public Sector Undertakings / Autonomous Body and CFTI's. (Documentary evidence, work orders/certificates, to this effect should be enclosed)

(d) The EMD is not required to be submitted by those MSE Bidders who are registered as Micro and Small Enterprises (**MSEs**) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase organization or the concerned Ministry or Department. Exemptions, if any, must be supported with legitimate documents and they shall have to enclose valid self-attested registration certificate(s) along with the tender to this effect.

(e) There should be no criminal case pending with the police against the Proprietor/ Firm/ Partner or the Company (Contractor) and the firm should not be blacklisted by Central Government/ State Government/ PSU/any other Institutes. The declaration to such state as incorporated will be assumed for this purpose.

2. Evaluation Criteria - The broad guidelines for evaluation of Bids will be as follows:

a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the NIT.

b. The Bids forwarded by the Bidders will be evaluated by the IIM Kashipur with reference to the technical/eligibility characteristics of the NIT. The compliance of Bids would be determined based on the parameters specified in the NIT and financial evaluation in total.

c. The successful Bidder will be decided upon the highest rent quoted by the particular Bidder for the particular shop as per the format on Annexure-I.

d. The bidder should preferably sign Annexure-I of the NIT on the letter head of the firm. The rent quoted will be inclusive of all taxes.

e. In the event that the first highest is more than one, then the financial capability of the firm (average of the turnover for last three years) is to be considered for finalizing the H-1 vendor. Decision taken by the committee, in this regard, shall be binding to all the applicants contesting for successful bidder position.

Signature of the Bidder



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

Annexure – I of NIT/10/2023-24

Affix your recent
coloured
paasport size
photo

APPLICATION FORM (BID DOCUMENT)

1. Name of the Firm/ Proprietor: _____
2. Full Name of Applicant : _____
3. Address : _____

4. Contact No: _____
5. **Required Shop Type** (Shop No. 1, 2 3 or 4): _____
(Refer Section-III of NIT)
6. **Nomenclature of the Shop:** _____
(Refer Section-III of NIT)
7. **Rent Quoted per month for the required shop (inclusive of GST/Taxes):**
(a) **In Figures:** _____
(b) **In Words:** _____

8. I/We certify that before signing this bid document we have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions of the NIT. I hereby submit my unconditional rent quote of the ibid shop.

Note: Bidders may visit the shop location at IIM Kashipur before quoting the rent of the prescribed shop.

Date:

Signature & Seal of the Applicant /Firm

11

BIDDER'S SIGNATURE WITH SEAL