

Ref: R. IISc/Amenities/Super Market/2023-24, dt.09.01.2023



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

**TENDER FOR RUNNING A SUPER MARKET AT IISc.,
BANGALORE CAMPUS.**

Time Schedule:

Bid calling date	09.01.2023
Pre-Bid Meeting	16.01.2023 11.00 am @ Amenities Office please contact 080-2293 2370 Email-office.css@iisc.ac.in
Last date for submission of bid documents on CPP portal	30.01.2023 @ 04.00 pm
Pre-qualification & Technical Bid opening date/time	31.01.2023 @04.00 pm
Price Bid	Date and time will be intimated.
Contact person	The Registrar, IISc, Bangalore
Reference No	Ref: R. IISc/Amenities/Super Market/2023-24
Online Tender submission website	https://eprocure.gov.in/eprocure/app

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For any clarification and further details on the above tender, please contact Telephone No: 080 2293 3779 or Assistant Registrar (Amenities), IISc., Bangalore during office hours.

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

Time schedule

Bid calling date	09.01.2023
Pre-Bid Meeting	16.01.2023 11.00 am @ Amenities Office please contact 080-2293 2370 Email-office.css@iisc.ac.in
Last date for submission of bid documents	30.01.2023, 04:00 pm
Pre-qualification & Technical Bid opening date/time	31.01.2023, 4.00 pm
Price Bid	Date and time will be intimated
Contact person	The Registrar, IISc., Bangalore
Reference No	R.IISc/Amenities/Super Market/2023-24

CLARIFICATIONS:

Queries if any can be made through e-mail only on amenities@iisc.ac.in on or before 30.01.2023. 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

Tender document

The Tender document can be downloaded from e-procurement website: <https://eprocure.gov.in/eprocure/app>. It may be noted that all subsequent notifications, changes and amendments on the project/document would be posted only on the same website. The bidders are advised to visit e-procurement portal and get familiarized with the procedure for submission of the tenders.

Content of Tender documents

The bidders should go through the Tender Document and submit online response through e-procurement portal only.

Amendment of Tender documents

Before the deadline for submission of tenders, the IISc may modify the tender documents by issuing corrigendum / addendum.

Such corrigendum/ addendum thus issued shall be part of the tender documents and shall be published online at e-Procurement portal and IISc's website ie, www.iisc.ac.in only.

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 with the changes/ amendments issued if any during pre-bid meeting in their bid.

Assistance to the Bidders

Bidders are required to enroll on the e- Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge. Bidders also informed to go through the following link before submitting the Bids: <https://eprocure.gov.in/cppp/sites/default/files/eproc/CPPP-FAQs.pdf>

The Bidders have to get registered their firm/company with the service provider i.e., <https://eprocure.gov.in> for user ID & password. The registration shall be done free of cost. For assistance/clarifications, please contact the following:

- a) 24*7 CPP Portal Helpdesk - 0120-4001 002 / 0120- 4200 462.
- b) The bidders may also seek support regarding the procedure / submission of bids etc., through email at support-eproc@nic.in / amenities@iisc.ac.in
- c) The bidders may also seek clarifications on the tender by contacting the Institute at 080 2293 3779 / Assistant Registrar (Amenities), IISc., Bangalore during office hours.

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 (Technical bid)

1. The Bidder/Contractor should have at least 1 (one) 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.
2. The Bidder/Contractor should be the owner of a reputed supermarket or a franchisee of reputed super market chain.
3. The Bidder/Contractor should have a minimum turnover of Rs. One Crore (INR 1,00,00,000 each for last three financial years i.e. 2019-20, 2020-21 & 2021-22.
4. The Bidder/Contractor should submit the latest Solvency certificate worth fifteen lakhs from any Nationalized bank in favour of **“The Registrar, IISc, Bangalore-560 012”**
5. GST Registration certificate has to be submitted.
6. The Bidder/Contractor should have an existing store with a minimum carpet area of 3000 Sq-ft. In this regard, a self-declaration letter has to be submitted. (IISc has the right to inspect and testify).
7. The Bidder/Contractor should have a minimum of 5 years of experience in this business. Proof to be submitted in this regard.
8. The Bidder/Contractor is expected to visit the site before preparing bid.
9. All the certificates furnished along with technical bids must be signed by the bidder along with seal.
10. The shop of the Bidder/Contractor / 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 letterhead of the company 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	Bid Validity Period	180 days from the date of opening of bid
2	Period for furnishing Performance security	Within 7 days from date of receipt of notification of award
3	Performance Security Deposit	The successful bidder has to pay an amount of Rs.10,00,000 as performance security deposit.
4	Performance security validity period	60 Months
5	Period for signing contract	Within 7 days from date of receipt of notification of award.
6	License Fee	The bidder/contractor shall be required to pay the license fee on monthly basis in advance.
7	Eligibility Criteria	As per Section-B
8	Bid submission	Through Online https://eprocure.gov.in/eprocure/app 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.
9	Procedure for Bid Submission	The Bids have to be submitted through online in the CPP portal following due procedure.
10	Other conditions	Failure to furnish any of the documents, certificates, will end in rejection of the bid. 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 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
Period for signing the order Acceptance	Within 07 days from date of receipt of notification of award
Payment of License Fee	The bidder/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 supermarket in premises of Indian Institute of Science (IISc.) located in Yeshwanthpur, Bangalore, Karnataka – 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 every calendar month. Any other service incidental to above.

3. PERIOD OF CONTRACT:

IISc is desirous for having the contract for the period of Three Years (3 years) from the date of commencement of services (as per the work order/notification of award), which may be extended as required, as decided by the competent authority on further requirements, however agreement with the bidder/contractor will be initially awarded for one 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. PERFORMANCE SECURITY:

The successful bidder has to pay an amount of Rs.10,00,000 as performance security deposit. in the form of Demand Draft / Bank Guarantee from any nationalized bank. 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 bidder/contractor fails to fulfill any of the terms & conditions of the agreement.

5. 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 bidder/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 happens 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 bidder/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 bidder/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 bidder/contractor shall not be employees of the Institute. It is sole responsibility of the bidder/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 bidder/contractor, the Institute shall not be liable for compensation or for any claim arising from financial or legal dispute between the bidder/contractor and his employees.

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

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

The bidder/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 bidder/contractor if the performance of the bidder/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 Bidder/contractors to students/employees will be at his own cost and risk. The Institute will not take any responsibility on this account.

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

The bidder/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 bidder/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 bidder/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 sq ft) and Rs. 7.5/- for the outside area (748 sq ft) per month, plus GST at the applicable rates, which shall be paid on or before 5th day of every month.

If the bidder/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 Bidder/Contractor will not transfer or sublet the contract.
- b) The Bidder/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 bidder/contractor.
- d) The Bidder/Contractor will keep the premises in good, clean and hygienic order and maintain it in its original architectural and aesthetic shape.
- e) The Bidder/Contractor will not use or permit others to use the premises for the publicity purpose in any shape or form.
- f) The Bidder/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 Bidder/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, IISc is desirous for having the contract for the period of Three Years (3 years) from the date of commencement of services (as per the work order/notification of award), which may be extended as required, as decided by the competent authority on further requirements, however agreement with the bidder/contractor will be initially awarded for one 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.

The bidder/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 bidder/contractor. The contract can also be terminated by the bidder/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 bidder/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 bidder/contractor shall have to pay an amount which would be fixed, as there-auction charges. The Bidder/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.

This Agreement may also be terminated by either party by giving a minimum of 30 days prior written notice to the other Party.

5. ARBITRATION:

All disputes between the Institute and the bidder/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 bidder/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 use and sale of alcoholic drinks/intoxicants and tobacco in any form and smoking shall be strictly prohibited.
- f) The bidder/contractor shall provide the Dust Bins around the Store.
- g) Monthly pest control activities should be conducted thoroughly and reported to Assistant Registrar- Amenities.
- h) The food and hygiene quality should be audited quarterly by FSSAI certified agency and audited certificates should be submitted to Assistant Registrar- Amenities.

7. METHOD OF SUBMISSION OF BIDS:

The Tender document can be downloaded from e-procurement website: <https://eprocure.gov.in/eprocure/app>. It may be noted that all subsequent notifications, changes and amendments on the project/document would be posted only on the same website. The bidders are advised to visit e-procurement portal and get familiarized with the procedure for submission of the tenders.

Content of Tender documents

The bidders should go through the Tender Document and submit online response through e-procurement portal only.

Amendment of Tender documents

Before the deadline for submission of tenders, the IISc may modify the tender documents by issuing corrigendum / addendum.

Such corrigendum/ addendum thus issued shall be part of the tender documents and shall be published online at e-Procurement portal and IISc's website i.e, [.www.iisc.ac.in](http://www.iisc.ac.in)

SECTION-F:

BIDDING PROCEDURE:

- 1) All correspondence should be with The Assistant Registrar- Amenities, IISc., Bangalore.
- 2) A complete set of bidding documents can be downloaded from the CPP portal <https://eprocure.gov.in/eprocure/app> and IISc website (i.e. <https://iisc.ac.in/all-tenders/>) and bidder has to submit the duly filled in prescribed bid document.

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 the **highest discount** will be selected and offered the scheduled premises for starting of supermarket. The financial bid shall be submitted strictly online in accordance with the format provided in the CPP portal.

BID EVALUATION PROCEDURE:

Opening of bids.

The Chair, Amenities Committee, IISc., Bangalore shall open the technical bid on the said date online (CPP portal), and list them for further evaluation. Opening of financial bids will be intimated to those bidders 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 general terms and conditions of Agreement	Rs 1,000
Selling substandard/spurious or expired items	Rs 5,000
Poor maintenance/tampering with institute property	Rs 2,000
Reported use of plastic/polythene bags	Rs 5,000
Complaints related to cleanliness in a day/week	Rs 1,000
Non-adherence to the timings mentioned in the Proposal	Rs 1,000
Improper behavior of workers	Rs 1,000
Damage to Institute infrastructure	Rs 2,000
Possession / consumption of alcohol / tobacco products	Rs 10,000
Improper waste management	Rs 5,000
Discount as per financial Proposal 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 5,000
Contamination in the items supplied	Rs 5,000
Sale of Duplicate products	Rs 5,000
Any complaint related to cleanliness in common areas	Rs 1,000

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 bidder/contractor/agency in that particular month. The above penalties will be decided and levied on the agency by the Assistant 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 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/technical bid** means the part of the offer, that provides information to facilitate assessment by IISc., professional, technical and financial standing of the bidder, conformity to specifications etc., (which should be uploaded in CPP Portal while submission of bid).
6. **Financial Bid** means that part of the offer that provides maximum discounts on MRP offered by the bidder to the Institute community (which should be uploaded in CPP Portal while submission of bid).
7. **Two part Bid** means the eligibility criteria and financial bids are submitted to IISc., Bangalore in separate sealed covers.
8. **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.
9. **Contractor** means the bidding agency/firm/company/franchisee.

GENERAL ELIGIBILITY:

10. 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 prequalification criterion.
11. Bidders marked/considered by IISc., Bangalore to be ineligible to participate for non- satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
12. 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:

13. 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.
14. For all other cases the bidder shall design a form to hold the required information.

COST OF BIDDING:

15. 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.
16. 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.

CLARIFICATIONS OF BIDDING DOCUMENTS:

17. A prospective vendor/bidder requiring any clarification of the bidding documents may notify to the Assistant 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).
18. The Assistant 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:

19. 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.
20. The amendments if any, shall be uploaded on CPP Portal and such modification will be binding on all bidders.
21. 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:

22. 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.
23. 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:

24. The bidders shall submit all the bids i.e. pre-qualification/technical and financial bids through CPP Portal.

DEADLINE FOR SUBMISSION OF BIDS:

25. Bids must be submitted to IISc., Bangalore no later than the bid submission date and time specified in the tender call notice.

26. 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:

27. Any bid not uploaded in CPP portal by the deadline for submission of bids will be rejected and returned unopened to the bidder.

MODIFICATION AND WITHDRAWAL OF BIDS:

28. No bid can be modified subsequent to the deadline for submission of bids.

29. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity.

GENERAL BUSINESS INFORMATION:

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

PREPARATION OF PRE-QUALIFICATION BID:

It shall contain of the following parts:

1. General business information
2. Turnover details for last 3 years
3. 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 at least 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.

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. 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 the Officers/staff of the IISc, 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.

The successful bidder has to pay an amount of Rs.10,00,000 as performance security deposit. in the form of Demand Draft / Bank Guarantee from any nationalized bank.

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.

For breach of any of the conditions prescribed in the tender or as specified by the IISc., from time to time, the 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, household electric & electronic items, diary items (except Nandini products), cheese, eggs, beverages, bread and bakery items, sweets, all packed food 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.

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	Experience Details:				
	Sl.No.	Period		Organization	Services provided
		From	To		

14	Details of certificates enclosed.	
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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
	The documents mentioned below should be uploaded to CPP portal.	
1	Bidder Information sheet	
2	Signed copy of Tender Document (each page has to be signed by the bidder)	
3	GST Registration Certificate	
4	Copy of firm Registration certificate	
5	Latest Solvency Certificate	
6	Site visit certificate	
7	Turnover certificate from CA Certified for last 3 years	
8	Income Tax Returns for last three financial years.	
9	MOU with franchisor, if any	
10	Proof of having one or more branches in Bangalore City	
11	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	
12	The franchisor should have a minimum of 5 years experience in this business. Proof to be submitted in this regard	
13	Any other details, the bidder/contractors want to submit in support of their suitability.	

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

BOQ

Financial Bid

Validate Print Help			Item Rate BoQ
Tender Inviting Authority: Registrar IISC Bangalore			
Name of Work:Tender for running a super market at Indian Institute of Science (IISc), Bangalore			
Tender No: IISc/Amenities/Super Market/2023-24			
Name of the Bidder/ Bidding Firm / Company :			
Notes for bidder 1. Bidder must mandatorily quote the discount offered. 2. For all general notes, full description and other details Bidder must refer BOQ in tender document and quote accordingly.			
NUMBER #	TEXT #	TEXT #	NUMBER #
Sl. No.	Item Description	Units	Discount to be quoted by the bidder in percentage
1	2	5	13
1	Percentage Discount on MRP. The bidders who fulfils 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 atleast equal to similar discounts being offered to the same product at their stores outside campus at any given time. Note: Kindly Enter the dicount % in M13 Cell. Eg: 0.5, 0.75, 1, 5, 10 etc.	Percentage	