

**TENDER DOCUMENT**Notice Inviting Tender for **Running Stationery Shop****Tender Schedule**

Particulars	Date & Time
Bid Security or Earnest Money Deposit	Rs. 2000.00 (Rupees two thousand only)
Date of publication of Tender	21/10/2024
Date of Pre-Bid meeting	25/10/2024 at 2.00 PM
Last date and time for submission of tenders	11/11/2024 at 5.00 PM
Date and time of opening of tenders	12/11/2024 at 2.00 PM

**The Registrar****NATIONAL INSTITUTE OF TECHNOLOGY GOA**

A handwritten signature in blue ink, appearing to be 'K. A. S.', is located at the bottom right of the page.

**NATIONAL INSTITUTE OF TECHNOLOGY GOA**

<b>Tender Notice No. and Date</b>	NITGOA/Stationary Store/2024/OW <b>430</b> Dated <b>21.10.2024</b>
<b>Name of Work / Service</b>	<b>Stationery Shop</b>
<b>Number of Shops</b>	<b>01</b>
<b>Location of Shop</b>	<b>Vyavahar Ghar</b>
<b>Approximate Area</b>	<b>31.16 Sqm</b>
<b>Tenure of the contract (maximum)</b>	<b>Initially for one year (said to be the probation period) further extendable up to five years on successful/ satisfactory performance during the probation period.</b>
<b>Monthly License fee for Closed Space Area</b>	<b>8,500+ GST (as applicable)</b>
<b>Enhancement of License fee after every two years</b>	<b>10%</b>
<b>Electricity charges per month</b>	<b>As per the actuals/as mentioned in the tender</b>
<b>EMD Amount</b>	<b>Rs. 2000/-</b>
<b>Last date &amp; time of receipt of tender</b>	<b>11/11/2024 at 5.00 PM</b>
<b>Date &amp; time of opening of technical bids</b>	<b>12/11/2024 at 2.00 PM</b>
<b>Timing of the Outlet / Shop</b>	<b>08:00 AM to 9:00 PM (Tentative) or as decided by the Competent Authority of NIT Goa</b>
<b>Date and Place of Pre-Bid Meeting</b>	<b>25/10/2024 at 2.00 PM in Conference Room, Administrative Block, NIT Goa</b>
<b>Submission of Tender (by post)</b>	<b>The Registrar, National Institute of Technology Goa, Kottamol Plateau, Cuncolim, Goa 403 703</b>
<b>Place of opening of tenders</b>	<b>Conference Room, Administrative Block, NIT Goa</b>

*12/11/24*

# NATIONAL INSTITUTE OF TECHNOLOGY GOA

## NOTICE INVITING TENDER

### Subject: Tender for Stationery Shop.

National Institute of Technology Goa (here in after referred to as the 'Institute') established by the Parliament, is an Institute of National Importance. The Institute is engaged in imparting education and research of the highest standards in the area of Technology and Science. The campus is fully residential and 1300 (approx.) residents reside on the campus during the semesters.

The Institute intends to allot space on a license basis to the willing bidders, for opening a Stationery Shop, having the experience to operate such an outlet under its ownership/proprietorship to cater to the needs of the campus community. The item-wise details of work are given in the financial bid. The requirement is only indicative and can be changed on the recommendation of the Commercial Establishments Monitoring and Management Committee (CEMMC). The tenderer should have a sufficient pool of men/machines to cater to the needs.

Bids are accordingly invited on behalf of the National Institute of Technology Goa from the interested parties for running a Stationery Shop with the items as detailed in **Table 1**.

Bid should be submitted under a TWO-BID system i.e. "Technical bids" and "Financial bid" in two separate sealed envelopes. Further, these two envelopes are to be sealed in a larger envelope super-scribed as "**Bid for running stationery store at NIT Goa**" clearly mentioning **Tender Notice No and Date**.

**Technical bid - First sealed envelope:** This should contain the technical offer along with all annexures/forms and EMD as asked in the tender document. All the above-mentioned documents should be signed & stamped and to be submitted as Technical bid as acceptance of the terms and conditions. This first sealed envelope should be super-scribed as "**Technical bid for running Stationery Shop at NIT Goa**" clearly mentioning **Tender Notice No and Date**. Price indication in the Technical bid will be summarily rejected.

**Financial bid -Second sealed envelope:** Should contain only Annexure II (Financial Bid) (duly sealed and signed). The format provided in the tender document for the price schedule

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should be followed and any other format will be liable for rejection. This second sealed envelope should be super-scribed as '**Financial Bid for running Stationery Shop at NIT Goa**' clearly mentioning **Tender Notice No and Date**.

The above-mentioned two sealed envelopes should be put in another big sealed envelope and should be super-scribed as "**Bid for running stationery store at NIT Goa**" clearly mentioning **Tender Notice No and Date**'.

**Important Note: A bid submitted not in line with the above guidelines will be liable for rejection.**

The prescribed bid form duly filled by the applicant in all respects should be submitted by post to the following address.

The Registrar  
National Institute of Technology Goa  
Kottamol Plateau, Cuncolim  
Goa 403 703

The institute will not accept such bids if delivered to NIT Goa after the submission deadline and such bids will be treated as late bids / non-responsive bids. It will be the sole responsibility of the bidders that their bids should be submitted/delivered as per the bid submission deadline. The institute will not be responsible for any delay or transit loss or late delivery of bids to the Institute. All bids should be sent to the aforementioned address only.

Any clarification with respect to the tender shall be obtained from the Associate Dean, Facility Management at [asd.fm@nitgoa.ac.in](mailto:asd.fm@nitgoa.ac.in)

All the bid document(s) and enclosures must be signed by the bidder.



**Table 1: List of Items for the Proposed Stationery Shop**

<b>Sl. No.</b>	<b>Name of Service/items</b>	<b>Items</b>
1.	<b>PHOTOCOPY</b>	A4 Single Side
		A4 Both Side
		A3 Single Side
		A3 Both Side
2.	<b>PRINT OUT</b>	A4 size Single Side
		A4 size Both Side
		A3 size Single Side
		A3 size Both Side
3.	<b>SPIRAL BINDING</b>	Spiral Binding (A4 size up to 100 pages)
		Spiral Binding (A4 size up to 200 pages)
4.	<b>FILES &amp; FOLDERS</b>	All types of Files
		All types of Folders
5.	<b>REGISTERS &amp; NOTE BOOKS</b>	Registers
		Classmate/ My Companion Note Books
		Spiral Note Books
		Notepads
6.	<b>PENS</b>	Pilot Pens
		Uni-Ball Pens
		Pierre Cardin & Parker Pens
		All other Pens
7.	<b>OTHER ITEMS</b>	Calculators
		All Kangaroo Stationery Products
		Mechanical Pencils
		Engineering Instruments
8.	<b>STATIONERY ITEMS</b>	Pencil, Eraser, Marker, Sketch Pens, Colors, Chart Paper and Envelopes etc.
9.	<b>ANY ADDITIONAL ITEMS</b>	In consultation with the CEMMC/authorization of the institute

**Note: these items are indicative only, the successful bidder can sell additional stationery items in consultation with CEMMC/authorization of the institute**

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**GUIDELINES FOR BIDDERS**

1. The prescribed bid form shall be duly filled by the bidder in all respects and should be sent to the institute via post to the aforementioned address
2. All the documents including the tender documents should be signed and stamped by the bidder as a token of accepting the terms and condition of this tender..
3. Technical bid & Financial bid, if not enclosed in separate sealed envelopes, the tender shall be rejected.
4. The tenders will be opened on the prescribed date and time in the presence of authorized representative(s) of the bidding parties (if any).
5. The Financial bids of technically qualified bidders shall only be opened.
6. The tenderer shall quote the rates in English Language and international numerals.
7. All entries in the tender shall either be typed or be written in ink, Erasure and overwriting are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.
8. The Institute reserves the right to cancel the tender process at any time without assigning any reasons.
9. The bidder has to quote rates for each item.
10. Every page of the bid must be duly signed by the bidder. Any bid without the bidder's signature on each page and without a valid authorization certificate may/shall be rejected without assigning any reason.
11. If the bidder is a dealer/agency, there must be a valid authorization certificate from the competent authority/Board resolution, authorizing the person to sign and file the bid on behalf of the Company.
12. Overwriting or cutting in bid documents must be avoided. However, if any overwriting or cutting is caused due to some unavoidable reason, the same must be duly attested by the person signing the bid document.
13. The bidder is not allowed to make any additions/alterations to the tender paper. Such additions and alterations shall be at the bidder's own risk and shall render the tender to be summarily rejected. **Conditional tenders will not be accepted.**
14. The bidder shall give his/her complete permanent and correspondence address in Annexure-I and shall also furnish/attach proof thereof.
15. The bidder must submit their official e-mail ID.



16. The successful bidder shall submit the name of the accredited representative of the bidder, who would be responsible for taking instruction from the institute.
17. The successful bidder shall submit a ₹ 100/- non-judicial stamp paper at its own cost to the Office of Associate Dean, Facility Management for preparing the contract agreement to be signed by both parties.
18. The successful bidder will have to sign an agreement within 30 days of the award of the tender. This is the sole responsibility of the bidder to submit the signed agreement between both parties, as per the consultation of the Office of Associate Dean, Facility Management, within 30 days from the date of award of the contract by the Purchase section.
19. The expenses for completion and making a required number of copies and compilation of agreement documents duly bound/titled and stamping/registration of the agreement with the prescribed authority shall be borne by the bidder.
20. The bidder should start the stationary store within three weeks from the date of acceptance of the award of the contract.
21. The tender shall remain valid for 90 days from the date of opening of the financial bids. After submission of the bid, it shall be deemed that the bidder has undertaken to keep its tender open for acceptance for the entire period and will have no right to withdraw the same before the expiry of the said period. **Any deviation from this will lead to the forfeit of the EMD amount.**
22. **Prices/discounts of all items must be in Indian rupees and must be inclusive of GST and all other taxes.**
23. In case the Institute observes that the rate rates quoted are not reasonable and high as compared to the market rates, negotiations may be done with the L-1 vendor only.
24. The rates quoted shall be all-inclusive rates for the item/services/work, including materials, labour, machinery, carriage & transport, supervision, overheads & profits, mobilizing, all taxes, and other charges whatsoever including any anticipated or unanticipated difficulties etc.
25. All rates shall be quoted on the proper form of the Tender alone. Quoted rates and units different from those prescribed in the Tender schedule will be liable for rejection.
26. GST, works contract tax, or any other tax, any royalties, duties, levies, cess, entry tax, octroi, profession tax, turnover tax, or of like on material or finished work in respect of the contract shall be payable by the tenderer. The Institute will not entertain any claim whatsoever in respect of the same, and nothing extra shall be paid/reimbursed for the same subsequently.

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27. The bidder should make a note that many students in the campus will be on vacation for 2 weeks in december and 8 weeks between june-july of every year.
28. **Pre-Bid Meeting:** A Pre-bid meeting will be held on the date and time as mentioned in the Tender Schedule. The venue for the Pre-Bid meeting shall be the New Conference Hall, Administrative Building. The interested bidders may attend the Pre-Bid meeting at their own cost if they so desire.
29. The bidders are advised to inspect and examine the location of the shops before submitting their bids.
30. Submission of a tender by a tenderer implies that he has read this notice and all other Contract documents and has made himself aware of the scope and specifications of the work to be done & local conditions and other facts or have a bearing on the execution of the work.
31. Conditional tenders, tenders containing absurd or unworkable rates and amounts, tenders which are Incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications etc., are liable to be rejected.
32. If the bidder deliberately gives wrong information in his tender, Institute reserves the right to reject such tender at any stage or to cancel the contract. if awarded and forfeit the Earnest Money/ Security Deposit/ any other money due. The bidder shall be fully responsible for all legal action due to the submission of wrong information and fraudulent documents.
33. The successful bidder should not sub-contract/sublet the part or complete work detailed in the tender. The tenderer is solely responsible for the work awarded to him.
34. The Institute has no role in settling the dues between the bidder and any type of customer.
35. The Institute reserves the right to accept or reject any or all tenders without assigning any reasons thereof and the bidder shall have no right, whatsoever, to challenge the same.
36. **Eligibility Criteria:**
  - a) Must have experience in running of Stationery Shop for a period of a minimum of 05 years. Relevant Registration (Under the Shops & Establishment Act.)/Agreement documents/Work Order/should be attached as proof with the bid document.
  - b) The bidder/agency should have its own Bank Account.
  - c) The bidder/agency must have valid PAN No. / Income Tax Registration Certificate.
37. **Earnest Money Deposit (EMD):**
  - a) Every bid must be attached with an Earnest Money Deposit (EMD), in the form of a





Demand Draft of Rs. 2000/- in favour of the "Director NIT Goa Fees Account" payable at . Any bid which is not accompanied by the earnest money deposit shall be summarily rejected.

- b) The EMD of the successful bidder will be liable to be forfeited as liquidated damages in the event of any evasion, refusal, or delay on his part in signing the agreement.
- c) The EMD of the bidder who withdraws its tender in breach of the conditions of the contract and who evades or refuses to sign the contract after acceptance of the tender within the period of its validity will also be liable to forfeiture.
- d) The EMD of unsuccessful bidders shall be refundable to them after completing the bidding process.

**38. Performance Security (to be submitted by the successful bidder after the award of the contract):** The successful bidder to whom the bid will be awarded has to deposit a Performance Security equal to the sum of 6 months license fee. The performance security can be deposited in the form of Demand Draft/ Bank Guarantee in favour of Director NIT Goa Fee Account. The performance security should be valid for two months from the date of completion of the contract.

**39. Documents to be attached with the tender:**

The bidder must attach self-attested copies of the following documents along with the technical bid. Any bid not accompanied by these documents would be liable for rejection:

- a) A copy of experience (any relevant document) of running a Stationery Shop for a period of minimum five (05) years.
- b) Registration certificate of the firm/shop/establishment.
- c) Income Tax Registration Certificate / PAN card copy.
- d) GST Registration Certificate.
- e) Details/particulars of the firm submitting the bid in Annexure-I
- f) Earnest Money Deposit (EMD) as per the tender.
- g) Address proof along with Aadhaar Card
- h) Bank Account details
- i) The total number of existing Stationery Shops and their details.

**40. Submission of Bid:**

The bid shall be submitted in two parts, i.e. (i) **Technical Bid** and (ii) **Financial Bid**:

(i) **Technical Bid:**

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The technical bid shall consist of the entire tender document, i.e. Appendix-A, Appendix-B, and Annexure-I, and III, along with all the supporting documents as detailed above should be attached (except Annexure-II).

**(ii) Financial Bid:**

- a) The financial bid shall be submitted in the format of Annexure II only.
- b) In case of a tie-in financial bid, the bidder with maximum experience/bidders from Goa/bidder's office nearer to NIT Goa will be given preference. The choice will be decided by the institute.

(iii) The above-mentioned two sealed envelopes should be put in another big sealed envelope and should be super-scribed as "**Bid for running stationery store at NIT Goa**" clearly mentioning **Tender Notice No and Date**.

**41. Bid Evaluation and Criteria for award of tender:**

- (i) Technical bids shall be evaluated first. Bids without supporting documents and the signature of the bidder shall be rejected.
- (ii) The financial bid of the technically qualified bidder shall only be opened.
- (iii) The contract will be awarded to the bidder quoted the least (ie L-1)
- (iv) L-1 will be evaluated as below

$L-1 = \text{Grand Total (T) from Part-A of Annexure-II} + \{100 - \text{Averaged Total (X) from Part-B of Annexure-II}\}$

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**NATIONAL INSTITUTE OF TECHNOLOGY GOA**  
**TECHNICAL BID**

<b>TECHNICAL EVALUATION OF COMPLIANCE SHEET</b>			
S.No.	Eligibility Criteria	Bidder will mention the Page No. (as per the Tender	Document Submitted (Yes/No)
1.	Must have experience of running similar outlet(s) for at least a period of a minimum 05 years. Relevant Registration/ Agreement documents/Work Orders should be attached as proof with the bid document.	Page No. ____	
2.	Registration certificate of the firm/shop/establishment.	Page No. ____	
3.	PAN card ./ Income Tax Registration Certificate.	Page No. ____	
4	GST Registration Certificate.	Page No. ____	
5.	Details/particulars of the firm submitting the bid in Annexure-I	Page No. ____	
6.	EMD	Page No. ____	
7.	Address proof	Page No. ____	
8.	Bank Account details	Page No. ____	
9.	The total number of existing Stationery Shops and their details.	Page No. ____	
10	In case of a person signing the bid on behalf of the Firm, enclose an authority letter.:	Page No. ____	
11.	Any other documents (please mention, if any)	Page No. ____	

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**TERMS & CONDITIONS OF THE CONTRACT****1. Duration of the contract:**

Initially for one year (said to be the probation period) further extendable up to five years on successful/ satisfactory performance during the probation period. The contract shall not exceed six years (ie. 1+5)

**2. License Fee, Electricity and Other Provisions for Licensed premises:**

- a) The bidder shall be liable to pay a monthly license fee of Rs 8500 + GST for the allotted shop.
- b) In case of failure to pay the License fee within the stipulated time as aforesaid, the bidder shall be liable to pay the penalty of Rs. 1000 per week over and above the License Fee on a cumulative basis towards delay charges.
- c) It will be the sole responsibility of the bidder to maintain the cleanliness and proper hygiene of the allotted space and its surrounding area.
- d) Besides, the licensee shall also be liable to pay the electricity charges on an actual consumption basis to the institute at the prevailing rates along with the payment of a monthly Licence fee. **If a separate meter for the outlet/shop is not installed, a consolidated fee as decided by the institute is applicable until the installation of a separate meter for the outlet/shop.** Electricity charges shall, however, be subject to revision/change from time to time which shall be payable by licensee as aforesaid at the then prevailing rates.
- e) In case of non-payment of electricity charges in time, the bidder shall be bound to pay the penalty towards delayed payment @ 5% per month of actual dues (to be rounded off) over and above the bill. Further, if the dues of electricity consumption remain unpaid for up to three months, the electricity connection shall be disconnected without giving any notice on this behalf.
- f) Non-payment of License fees, and electricity charges within the time, shall be deemed to be a serious breach of the contract and may lead to termination of the contract at the discretion of the Institute and which shall not be challenged by the bidder under any circumstances, what so ever in any court of law.
- g) The bidder shall use the premises ONLY for which it has been allotted by the Institute under the contract. The use of the premises for other purposes will lead to the suspension/termination of the contract with immediate effect.
- h) The bidder shall not use the premises for residential purposes or for any other purposes

(including vending of any item other than those for which permission has been given) without prior written permission of the institute. The bidder shall always use the premises in a prudent and careful manner as if it were his own.

3. **Penalty Clause:** The bidder shall be liable to be penalized or fined in cases of defaults and negligence on its part or for complaints in the manner provided hereafter at the discretion of the Institute. Such penalties or fines shall be imposed through the CEMMC according to the nature of the complaints. The first penalty in such case would be to the tune of Rs. 5000/- , the second penalty in the tune of Rs. 10000/-, and the third penalty in the tune of Rs. 20000/- or such higher penalty as deemed fit by the Institute.

The list of other incidents for the imposition of the penalty are listed below:

- a) Non-compliance on the hygiene of commercial space, stores or anywhere inside the premise of allotted space.
- b) Non-compliance with environment-friendly waste disposal methods.
- c) The penalty for unsatisfactory and substandard services.
- d) Non-display of Rate Chart/discount at the shop.
- e) Any other recurring service deficiency not listed above, and not rectified even after repetitive communication from the Institute. CEMMC will decide the penalty amount from points (a) to (e) on a case-to-case basis.

4. **Location Visit:** The Bidder may visit the location of Stationery Shops on the day of the pre-bid meeting.

5. **Timing, Items, Prices, Facilities and Services etc. of Stationery Shop:**

- a) The timing of the Stationery Shop shall be 08:00 AM to 9.00 PM. Running the shop/outlet beyond this time shall be carried out only with the prior permission of the competent authority.
- b) The shop/outlet shall operate on all seven days of the week and there shall be no holiday under any circumstances. It may be closed only with the prior instructions/approval of the competent authority.
- c) The services for the items mentioned in Table I must be available in the shop/outlet. However, the Institute, through the CEMMC may add or delete any number of items



- to the shop/outlet either suo-moto or on the recommendation of the designated committee.
- d) All necessary furniture and development of other infrastructure shall be the responsibility of the successful bidder and maintained by the Bidder itself. The institute will provide only space.
  - e) The facility of Payment through BHIM, UPI, Credit /Debit Card, etc., should be made available to the customers.
  - f) Further, the bidder shall maintain a display board on its shop of size 5'×2.5' ft (minimum size) which shall contain the following information:
    - Name of the Bidder:
    - Activity of the Outlet:
    - Name of Authorized
    - Person: Mobile Number:
    - Timings of shop:
    - Allotment of Shop Valid Up to:
  - g) Safety standards should be maintained. Fire extinguishers (2 Kg & 4.5 Kg dry type). sand buckets, should be installed in accessible places and should be in working conditions. A list of emergency numbers should be displayed in a prominent place of the shop/outlet. First-aid measures should also be available in outlets for emergencies.
  - h) The bidder shall provide proper and smooth services to the customers.
  - i) Any loss to the Campus residents with regard to the services provided by the bidder shall be the responsibility of the bidder. The Institute shall be indemnified in this regard and shall not be a part of any legal proceedings thereto.
  - j) All the services/items prescribed as per the tender agreement should be made available at all times. Permission for any alteration, addition, or deletion should be obtained from the competent authority.

**6. Statutory Liabilities, Goods & Services Tax (GST) and Other Tax liabilities:**

- a) Bidder shall be solely responsible for all statutory liabilities and tax-related liabilities. The service provider will be solely responsible for the compliance of all labour welfare like payment of Minimum Wages, EPF and ESI (as applicable) to their staff. The institute will not be responsible for any payment to the staff hired by the service provider. The bidder

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will be liable for all the statutory compliances of the State/Central Govt.s

- b) The service provider will engage/appoint their staff(s) as per the terms and conditions and guidelines of Gol.
- c) The bidder shall be solely liable for payment of GST to the respective department on items sold in the shop/outlet. The Institute shall have no liability, whatsoever, in this regard and shall be deemed to be immune and indemnified in all respects.
- d) The bidder shall also be liable to pay all other taxes, levies and other legal payables that may be applied by the Government, local authorities and other competent forums from time to time.
- e) The bidder shall not tamper with the trees, plants, shrubs, hedges, lawns, and flowers standing or maintained on or around the said outlet or in other places of the campus.
- f) The bidder shall not make any addition or alteration to the building of the said shop/premises or tamper with the fittings or electrical installations therein, nor make any unauthorized constructions or extensions to the electricity or water supply lines without the specific written permission of the Licensor in this behalf.

**7. Quality, hygiene & cleanliness:**

- a) The bidder shall maintain good quality of services to be provided. There shall be no compromise regarding the quality of services to be provided in the Stationery Shop/outlet premises.
  - b) The bidder shall maintain full hygienic conditions in the shop/outlet, in storage and in keeping the floor and furniture neat and clean, so as to maintain the standards and aesthetic values in the Shop/outlet. The Institute reserves the right to issue directions from time to time for proper sanitation and cleanliness of the premises which shall be followed by the bidder. The bidder shall also have to make his own arrangements for the safe storage of materials.
  - c) Stationary waste disposal should be done as per the institute norms.
8. For all purposes of the communication, the address of the contractor mentioned in the tender shall be final unless the contractor informed of a change of address to the Institute. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.



9. **Risk & Cost:** In case of failure of the bidder to perform the contract satisfactorily, the same will be cancelled and fresh tender will be floated at the risk and cost of the default agency in addition to forfeiture of Performance Security Deposit.
10. CEMMC or its representatives may inspect the shop at any time as required.
11. The premises should be kept well-ventilated and well-lit. No display/encroachment is allowed outside the premises.
12. Garbage and waste disposal should be done as per the institute norms. Pest/rodent control should be done regularly to control harmful insects and rodents.
13. Unusable/old/not working/stale/expired items/parts/goods should not be kept in the shop/outlet under any circumstances.
14. Usage of plastic bags is strictly PROHIBITED and the same shall not be used under any circumstances, whatsoever. Use of Paper bags/plates/cups/etc. is encouraged.
15. **Directives of CEMMC and Competent Authority:** The bidder shall carry out the work following this contract and the directives of CEMMC & competent authority. The CEMMC may, from time to time, issue further instructions, detailed directions and explanations regarding:
  - a) The variation or modification in the list of items/services including additions/omissions/substitution.
  - b) The removal from the site of any material thereon by the bidder and the substitution of any other materials thereon.
  - c) Inspection of materials and other equipment, etc., whenever required.
  - d) Maintenance of proper hygienic conditions, cleanliness and neatness of all aesthetic values.
  - e) Confusion in the interpretation of terminology/statement/terms and conditions (if any) in the tender document arises, the interpretation of CEMMC/competent authority of the institute is the final. The bidder has no right to interpret on his own.
16. **Price Revision:** There shall be no revision in the price quoted by L-1 bidder up to the first 02 years. The revision of the rate may be considered on a written request with proper justification from the contractor after 02 years. The decision of the Institute regarding consideration of the revision of rates shall be final.





**17. Deployment of Workmen:**

- a) The bidder shall employ in running the outlet only such persons as are careful, skilled, experienced in their trades, dutiful, sober and well-behaved.
- b) The bidder shall neither employ any child labour nor any worker who is below 18 years of age.
- c) All the workers shall invariably carry their ID Cards (to be provided by the bidder at its own costs) and shall be produced to the security personnel and other Institutes authorities, whenever asked for.
- d) The bearers for servicing in the outlet will be provided uniforms by the bidder during working hours at their own cost and they are required to wear them in neat manner uniforms during working hours.
- e) The Bidder shall be fully responsible for strict adherence to discipline and good conduct by its workers.
- f) The bidder shall be bound to remove any such worker and disallow him/her from entering into the Institute premises that the Institute does not deem appropriate to continue within the Institute premises for administrative or any other reasons.
- g) The bidder shall have absolute authority regarding the engagement, disengagement, suspension, termination, retrenchment, dismissal and discharge etc. of its workmen and for all disciplinary actions against them. The bidder shall be fully responsible of master and servant relationship with its workmen and the Institute shall have no concern, whatsoever, with all the above-mentioned matters.
- h) The bidder shall be fully liable regarding any dispute or other matters concerning its workmen that are initiated in any forum or court of law and shall further be liable to meet and discharge all the liabilities that may arise on account of its relationship with its worker from the decisions of any court including all liabilities as are thrust upon by the provisions of any labour law being in force at the time besides other statutory liabilities.
- i) The bidder shall further be liable to make good the loss to the property of the Institute, if any that may be caused on account of any non-responsible action on the part of workers, whether deliberate or otherwise.
- j) It is understood that several enactments and laws would apply to the bidder, which are supposed to be complied by the bidder in letter and spirit and in particular to laws relating to minimum wages to workers, employees compensation and GST etc.
- k) The bidder shall ensure that no product shall be sold inside the premises which is prohibited

to be sold within the premises of an educational Institute, as per the provisions of the **Cigarette and Other Tobacco Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and Distribution) Act, 2003.**

- l) The Institute shall be completely immune and deemed indemnified in all matters, claims, liabilities and legal consequences that relate to compliance with statutory provisions, rules and regulations, orders and directions of Govt. authorities/ municipal corporation/courts/forum etc. as well as the provisions of this contract agreement. In case, the Institute is put to bear any liability for lapses on the part of the bidder or for his illegal actions, the Institute would have the right to realize from the bidder all dues if those are in financial terms, and on other matters, appropriately as it deems appropriate including adopting legal recourse.
- m) The bidder and its worker should comply with all guidelines/instructions issued by the Institute concerning to security/safety issues and Institute discipline.
- n) The Bidder shall ensure that it and its employees do not adversely affect the peaceful and congenial atmosphere of the Institute's premises.
- o) If the bidder breaches any terms and conditions of the agreement which is deemed to be serious by the Institute, its security deposit may be forfeited either in part or in full as the Institute may deem appropriate, at its discretion.

**18. Complaint Mechanism:**

- a. The bidder shall maintain a complaint book in the outlet wherein the consumers may register their complaints. The CEMMC or its representative may check this complaint book at any time during the visit.
- b. The complaints shall be removed or dealt with by the bidder on a priority basis on issues that concern and proper remarks should be made in the complaint book.
- c. The bidder shall be liable to be penalized or fined in cases of defaults and negligence on its part or for complaints in the manner provided hereafter at the discretion of the Institute and/or at the behest of the CEMMC. Penalty or fines shall be imposed according to the nature of the complaints. The first penalty in such case may be ₹ 1000/-, the second penalty may be ₹ 2000/-, and the third penalty may be ₹ 5000/- or any other penalty as deemed fit by the CEMMC/competent authority.
- d. However, if the complaints of an identical nature still persist, the Institute would be at liberty to terminate the contract forthwith without giving any more notice. Further the Performance Security will be forfeited.

**19. Termination of Contract:**

- a) The bidder will not be allowed to leave/terminate the contract during the prescribed contract period. However, by serving a notice period of at least 3 months, the bidder may be allowed to terminate the contract, failing which the entire amount of performance security will be forfeited.
- b) The contract is liable to be terminated by the Institute at any time if found and/or reported by students/staff/residential/inspecting team about poor services rendered in the Stationery Shop without giving any notice period/time. Institute reserves the right of forfeiture of performance security in addition to other claims and penalties.
- c) In case, the contract is terminated, or it comes to an end by efflux of time, the contractor shall hand over the vacant possession of the licensed premises within 15 days of the contract coming to an end.
- d) The Institute shall have absolute rights to enter the premises and assume absolute possession of the premises licensed under this contract from the bidder and the same shall not be subject to challenge. In case of unauthorized occupation by the bidder, all the goods belonging to the bidder in such circumstances shall be deemed forfeited there-from and may be sold or put to auction at the discretion of the Institute as per rules. The Institute may, if it so desires, proceed against the bidder in terms of provisions of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 since the entire premises is governed by the provisions of the said Act in case of non-handing over its possession to the Institute as aforesaid.

**20. Assignment & Subletting:**

- a) The bidder shall not assign/sublet the contract or any part thereof. The whole of the charge included in the contract shall be executed by the bidder or his authorized competent representative(s).
- b) If at any time, it is detected that the outlet has been sublet or assigned to any other entity by the bidder, the Institute would be at liberty to terminate the contract immediately without giving any time to the bidder and further to take over the possession of the given premises and/or to hand over the same to any other party at its sole discretion.
- c) In case of subletting is proven, the action as deemed fit will be taken by the Institute against the bidder. The decision/action taken by the Institute shall be binding on the bidder.
- d) The entire business of the Stationery Shop shall be carried out in the name of the bidder.



- e) The Institute reserve right to inspect the premises in the occupation of the bidder, at all the reasonable times or through the authorized representative with a prior consent of the bidder.
- f) The bidder or his authorized/competent representative whose intimation would be provided in writing in advance, shall at all times be available in the outlet and the business of the outlet shall not be carried out by any other person/ entity under any circumstances.
- g) For any reason, if the bidder is not in a position to be available in the outlet consecutively for more than 3 days, prior permission will have to be obtained from the competent authority, failing which, it will be deemed that the bidder has violated an essential condition of the contract and a penalty, as deemed fit, may be imposed by the Institute.

**21. Amendment of Tender Document:** At any time prior to the last date of receipt of bids, the Tender Committee reserves the right to update, amend, modify, or supplement the Tender document for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder. All such amendments or modifications shall be notified which shall be binding on all the bidders. Bidders are requested to frequently visit the website for updates. Further, the Institute may at its own discretion extend the last date for the receipt of bids.

**22.** The original agreement shall remain with the Institute while a photocopy thereof may be retained by the bidder, if it so wishes.

**23.** The several documents forming the contract are to be taken mutually explanatory to one another and in case of any ambiguities or discrepancies, the interpretations of the same shall be communicated in writing by the Institute through its competent authority to the bidder along with the directions, if any, and the same shall be deemed to be final and binding and shall not be open to question in court.

**24. Settlement of Disputes:**

a) Normally, it is expected that no dispute will arise in the assignment. If any dispute arises, the same shall be settled amicably. The Parties shall use their best efforts to negotiate and amicably settle any disputes, controversies or claims arising out of, or in connection with this contract or its interpretation.

b) If the Parties fail to settle the dispute amicably within thirty (30) Days of the commencement of the negotiations, the dispute shall be settled through arbitration. One (1) sole arbitrator shall be appointed by the Director of NIT Goa under the Arbitration and Conciliation Act, 1996, who shall have full powers to make final and binding decisions subject to prevailing



laws of India. The place of arbitration shall be NIT Goa and the language used in the arbitration proceedings shall be English.

**25.** All matters and disputes under this contract shall be subject to the jurisdiction of Goa District Courts only.

Date: \_\_\_\_\_

Signature of the Bidder \_\_\_\_\_

Name of the Bidder with Seal \_\_\_\_\_

*18/06/21*

**APPLICATION FOR RUNNING STATIONERY SHOP IN NIT GOA**

Name of the Firm	
Address of Firm	
Phone No. /Mobile No.	
Email ID:	
Details of EMD	
a. Amount :	
b. DD :	
c. Dated :	
d. Bank & Branch:	
Registration No	
GST Registration Certificate No.:	
Income Tax Registration Certificate/PAN No.:	
Experience (Years)	
In case of a person signing the bid on behalf of the Firm, enclose an authority letter.:	
Name and address of two responsible persons as guarantors:	
Name: Address	Name: Address
Aadhar No:	Aadhar No:

**Declaration:**

I hereby undertake –

1. That, I shall bear all the expenses if there is any damage to the said premises.
2. That, I shall vacate the outlet premises and hand over it to the Institute whenever any notice will be served.
3. That, I have read all the terms and conditions of the tender document and I bind myself to the terms and conditions of this tender document.
4. That, I am not blacklisted by any of the IITs/NITs/IIITs/IIMs/Any Govt. organization.

Date: \_\_\_\_\_

Signature of the Bidder \_\_\_\_\_

Seal:



## NATIONAL INSTITUTE OF TECHNOLOGY GOA

FINANCIAL / PRICE BID

To be submitted separately as price bid not to be submitted along with Technical Bid.

## PART-A

Sl. No.	Category of Service/items	Items	Quoted Rate (INR) inclusive of TAX
1.	PHOTOCOPY	A4 Single Side	
		A4 on Both Sides	
		A3 Single Side	
		A3 on Both Sides	
		<b>Total (T1)</b>	
2.	PRINT OUT	A4 size Single Side	
		A4 size on Both Sides	
		A3 size Single Side	
		A3 size on Both Sides	
		<b>Total (T2)</b>	
3.	BINDING	Spiral Binding (A4 size up to 100 pages)	
		Spiral Binding (A4 size up to 200 pages)	
		Thesis Binding (A4 size up to 100 pages)	
		Thesis Binding (A4 size up to 200 pages)	
		<b>Total (T3)</b>	
<b>Grand Total (T) = 60% of T1 + 20% of T2 + 20% of T3</b>			

## PART-B

Sl. No.	Category of items	Items	A minimum % of Discount on MRP/Market price	% of Discount Offered on MRP/Market price
1.	FILES & FOLDERS	All types of Files	10	
		All types of Folders	10	
2.	REGISTERS & NOTE BOOKS	Registers	10	
		Classmate/My Companion Note	10	
		Spiral Note Books	10	
		Notepads	10	
3.	PENS	Pilot Pens	10	
		Uni-Ball Pens	10	
		Pierre Cardin & Parker Pens	10	
		All other Pens	10	

Wade

4.	<b>OTHER ITEMS</b>	Calculators	10	
		All Kangaroo Stationery Products	10	
		Mechanical Pencils	10	
		Engineering Instruments	10	
5.	<b>STATIONERY ITEMS</b>	Pencil, Eraser, Marker, Sketch Pens, Colors Chart Paper and Envelopes etc.	10	
6	<b>ANY ADDITIONAL ITEMS</b>	In consultation with the CEMMC/authorization of the institute	10	
<b>Total</b>			160	
<b>Averages Total (X) = Total/16</b>			10	

**L-1 will be evaluated as below:**

$L-1 = \text{Grand Total (T) from Part-A of Annexure-II} + \{100 - \text{Averaged Total (X) from Part-B of Annexure-II}\}$

**Note: Items should not be sold for more than the prevailing market rate. If it is observed that items are being sold for more than the prevailing market rate then the contract will be terminated and performance security will be forfeited.**

*1000*



**Declaration of the Offered Rate for the Running Stationery Shop**

**To**  
**The Registrar,**  
**NIT GOA, Kottamol pleatue,**  
**Cuncolim, Goa 403 703**

Respected Sir,

I/We Proprietor/ Partner(s) of M/s, \_\_\_\_\_ hereby, declare an offer of a minimum quoted rate as mentioned in Annexure – II of the tender document for running a Stationery Shop at the NIT Goa. I will also abide by all the clauses and sub-clauses of the terms and conditions of the tender. I further undertake that I will not sell the items for more than the prevailing market rate at any time.

Further, I also agree to pay the enhanced license fee after every two years as prescribed in the tender document.

Date:

Signature of the Bidder: \_\_\_\_\_

Name of the Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

E\_mail: \_\_\_\_\_

Seal:

*14 Goa*

