

TENDER DOCUMENT

Of

TUCK SHOP FOR STATIONERY ITEMS

At

STATE UNIVERSITY OF PERFORMING & VISUAL ARTS

SECTOR-6, ROHTAK-124001

Tender document sold to:

M/s. _____

TENDER NOTICE FOR STATIONERY TUCK SHOP

Sealed tenders in two bid system i.e. Technical Bid & Financial Bid are invited to run Tuck Shop for Stationery with facilities of printing and photo stat in SUPVA Campus, Sector 6, Rohtak for the students, staff. The period of proposed contract will be one year: -

Eligibility:

An Agency/ Firm having an experience of at least 1 year of running Stationary/ Tuck Shop is eligible for tendering. The firm shall have requisite registration certificate for dealing in stationery items. Sealed tenders shall be submitted in "Two parts" i.e.(Technical and financial Bid) **for running Stationary Shop at State university of Performing & Visual Arts, Sector-6 Rohtak campus for a period 2 years..** Tender Document shall be available in the office of Deputy Registrar (F&A) after making payment in the shape of Demand Draft of Rs. 500/- (Non-Refundable) in favour of "Registrar, State University of Performing & Visual Arts, Sector-6, Rohtak" payable at Rohtak. All the bidders should also enclose a demand draft of Rs. 50,000/- (Rupees fifty Thousand Only) drawn in favour of "**Registrar, State University of Performing & Visual Arts, Sector-6, Rohtak**" payable at Rohtak, as the Earnest Money Deposit (EMD) along with Technical Bid. EMD of unsuccessful tenderer shall be refunded (without interest) within 90 days of opening of tenders.

The offers should be submitted in two sealed covers one superscribed with "Technical Bid" and other with "financial Bid". Both covers shall be put in another sealed cover super scribing the envelope with "Tender for Tuck Shop for stationary. The last date of submission of bid is 16.05.2016 on or before 01.00 PM. Technical bid shall be opened at **03.00 PM** on the same day in the presence of attending tenderers or their authorized representatives.

The Bids shall be evaluated on two stage evaluation process. After evaluating the **Technical Bids** the eligible bidders shall be shortlisted for second stage **financial Bids** evaluation.

The Price bids of only qualified tenderers after technical evaluation shall be opened on 16.05.2016 at **04.00 PM**, in presence of attending tenderers or their authorized representative.

REGISTRAR

Terms and Conditions For the award of ‘Stationery / Tuck Shop Contract for State University of Performing & Visual Arts, Sector-6, Rohtak-124001

1. The contract will be awarded on the offer of **highest Rent (H-1)**. However, the minimum reserve Rent shall be Rs. 5,000/- per month. Separate electricity consumption meter shall have to be installed by the contractor at his own cost and consumption charges are to be deposited with university monthly basis. The rate per unit to be charged from the Tuck shop contractor shall be calculated by dividing the bill amount paid by the university to UHBVN divided by number of units consumed except penalty or arrear. The payment shall be made in favour of SUPVA, Rohtak in the shape of DD/ CASH/ Pay order. The maintenance and upkeep of premises and fixtures will be the sole responsibility of the contractor.
2. The contractor should be ensured that the items as required in the university shall be available at the Stationery Shop and rates of the items will be mutually decided by contractor and the SUPVA authority if MRP is not printed on the product. Rates should not be charged more than the prevailing Market Rate / MRP.
3. The contractor should be ensured to install good quality Photocopier Machines, B/W and colour Printer and the rates will be charged as given below:

i)	Black & White Photocopy, A4 size paper	–Rs. 1.00
ii)	Black & White Photocopy, A3 size paper	–Rs. 2.00
iii)	Black & White Printing out, A4 size paper	–Rs. 2.00
iv)	Black & White Printing, A3 size paper	–Rs. 5.00
v)	Coloured Photocopy, A4 size paper	–Rs.10.00
vi)	Coloured Photocopy, A3 size paper	–Rs. 20.00
4. Tenders shall be submitted in official tender form only. If submitted in any other form the same shall be summarily rejected. No tenderer shall be issued more than one tender form.
5. Tenders received without prescribed Earnest Money Deposit (EMD) shall not be considered.
6. No paper shall be detached from the tender after submitting the tender with the university.
7. The name and address of the tenderer shall be clearly written in the space provided and no overwriting corrections, insertion shall be permitted in any part of the tender unless duly countersigned by the tenderer. The tender should be filled in and submitted in strict accordance with the instructions laid down herein otherwise the tender is liable to be ignored.

8. The tender is liable to be ignored if complete information is not given there in or if the particulars and date (if any) asked for in the Schedule to the tender are not filled in.
9. Individual signing the tender or other documents connected with the tender must specify whether he signs as :
 - (i) A sole proprietor of the concern or constituted attorney of such sole proprietor.
 - (ii) A partner of the firm if it is a partnership firm, In that case he must have authority to execute contracts on behalf of the firm and refer to arbitration disputes concerning the business of the partnership either by virtue of partnership agreement or by a power of attorney duly executed by the partners of the firms.
 - (iii) Director or Principal Officer duly authorized by the Board of Directors of the company.
 - (iv) In case of (ii) a copy of the partnership agreement or general power of Attorney, in either case attested by a Notary Public should be furnished or an affidavit on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished. The attested copy of the certificate or registration of firm should be attached along with the tender papers. In case of partnership firm. Where no authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by all the partners of the firm. In case of (iii) the person signing the tender should be authorized by a resolution passed by the board of directors and a copy of the resolution attested by the Principal Officer should be attached.
10. The tender submitted in sealed envelopes mentioned “Tender for SUPVA Stationery Tuck Shop for Stationary Items” addressed to the Registrar, State University of Performing & Visual Arts, Sector-6, Rohtak, on or before 16.05.2016 up to 1:00 PM.
11. A demand draft of Rs.50000/- (Rupees Fifty thousand only) is required to be deposited as a Earnest Money Deposit in favour of “State University of Performing & Visual Arts, Sector-6, Rohtak payable at Rohtak. The Earnest Money deposit of the successful tender shall be liable to be forfeited if he does not fulfill any of the following conditions.
 - (i) An agreement is signed by him in the prescribed form after the receipt of the letter awarding the contract.

- (ii) The Stationery / Tuck Shop shall commence from the date mentioned in the letter awarding the contract.
12. The bids should be valid in the case of all the tenders for at least 3 months from the date of opening of the tender and if any tenderers withdraws or alters the terms of the tender during the period, the Earnest Money Deposit shall be forfeited. In the case of the successful tenderer, rates quoted shall be valid for the entire period of the contract.
 13. Corrections, if any, must be attested.
 14. Late tenders will not be considered.
 15. State University of Performing & Visual Arts, Sector-6, Rohtak reserves the right to accept or reject any or all the offers either fully or partly without assigning any reasons.
 16. The contractors shall be responsible for engaging adequately trained manpower required for providing good Stationery Services in the Institute and arrange payment to the staff engaged as Per Labour laws, minimum wages Act. PF, ESI, & Service Tax provisions etc.
 17. The employees of the Contractor should possess sound health and be free from any diseases, especially contagious and frequently recurring diseases and they should preferably wear uniform while on duty.
 18. The contractor will, prior to the commencement of the operation of contract, make available to SUPVA to the particulars of all the employees who will be employed, such particulars inter-alia should include age, date of birth, permanent address and the police verification report for the employees, should be enclosed.
 19. The contractor shall be responsible for the payment of wages and allowances to his staff as per Minimum Wages Act of Labour Law, Haryana State in force and all statutory dues to the persons employed by him. The Contractor shall be further responsible for proper discipline for the employees engaged by him and their work besides observing other obligations. No child laborers shall be permitted by SUPVA under this contact. Further the contractor shall be responsible to pay all the dues of employees, as well as statutory dues applicable under labour laws. In the event there is any violation of any contractual or statutory obligations regarding the Personnel / labor, the contractor shall be responsible and liable for the same. Further, in the event any claim, action or suit is imposed against SUPVA, the contractor shall be required to reimburse to SUPVA any payment made under such orders or judgments of any competent Authority which it may be liable to pay as a Principal Employer as and when such liability is determined. SUPVA shall also have the right to deduct these amounts from the payment due to the

contractor while settling the payments.

20. The contract shall remain valid up to 2 years from the date of award of the contract and shall be reviewed time to time. Committee shall check his services after every three months. The contract once awarded can be terminated by either party after giving one month notice to the other party. Nevertheless, SUPVA shall have the authority to terminate the contract without any notice in case the contractor commits a breach of any of the terms of the contract. SUPVA's decision that a breach has occurred will be final and shall be accepted without demur by the contractor.
21. The contractor shall be liable with regard to compliance of all the laws, regulation, rules and directions given by any statutory authority with regard to safety, labor laws or any other laws both Central & State in force in the state of Haryana including registrations with Provident Fund, Copy Right-Acts, Employees State Insurance, etc. An attested copy of all such statutory Registrations shall be enclosed to the tender. The contractor shall comply with all the statutory regulations on control and regulation of piracy issued and revised from time to time.
22. The contractor shall be responsible to maintain the premises, equipment and other articles supplied by the SUPVA in good condition as the case may be. In case of any damage, they shall be responsible to carry out the repairs without any delay to avoid any interruption in service. Cost of repairs shall be borne by the Contractor himself. In case of theft or damage, contractor shall replace items lost, broken or damaged with items of the same quality at his own cost and expense.
23. SUPVA shall in no way be responsible for any default with regard to statutory obligation and the contractor will indemnify SUPVA in case of any damage, which may arise on account of action of contractor.
24. Dispute, if any, arising out of the contract shall be settled by mutual discussion or arbitration by sole Arbitrator to be appointed by the Vice Chancellor, SUPVA at Rohtak as per the provisions of the Act.
25. Indian Arbitration and Conciliation Act, 1996 and the Rules framed there under. Any Arbitrator appointed shall not have the jurisdiction to pass any award.
26. Tender shall be accompanied by the relevant documents including the following :-
 - (i) Certificate in support of experience for having undertaken this kind of business along with a list of organizations where the Contractor is currently providing / has provided Stationery.
 - (ii) Work plan indicating the investment on the Stationery proposed to be collected from the users both SUPVA & Outsiders separately and the layout of the service zone.

- (iii) Deployment pattern of staff proposed and other details for the efficient satisfactory performance of the contract.
 - (iv) Certificates in support of all statutory registrations.
27. The contractor will follow the instructions of designated officers of SUPVA and report to him every month to make checks on day to day activities of the services rendered. The contractor shall extend full co-operation to the designated officer from time to time.
 28. On termination of the agreement, the contractor will hand over the building, all the equipments / articles as supplied by the SUPVA in good working condition back to SUPVA, if any.
 29. Care must be taken to ensure while carrying out the work so that no fittings, fixtures, furnishings are damaged. Any damages done to the same or any other property will have to be repaired / replaced by the contractor, failing which the same will be got done at his risk and cost. The decision of the Designated Officer shall be final and binding on the contractor.
 30. All work shall be carried out with due regard to the convenience of SUPVA. The orders of the concerned authority shall be strictly observed.
 31. The contractor will work in closed co-operation and co-ordination with other agencies working at site.
 32. The contractor has to deploy adequate number of staff who has to work during holidays, late hours and Sundays as well according to the requirement and convenience of SUPVA and the occupants, while ensuring weekly offs of his / her employees as per statutory requirements.
 33. The contractor shall be fully responsible about the conduct of his employees and shall ensure that their behavior with the students, supervisors, officers is always good and cordial. If it is found that the conduct or efficiency of any person employed by the contractor is unsatisfactory, the contractor shall have to remove the person concerned and engage a new one within (48) hours of intimation. The decision of the Designated Officer in this regards shall be final and binding on the contractor.
 34. SUPVA is not bound to provide any mode of transport in respect of men or material required for the contract.
 35. The contractor shall at all times indemnify and keep indemnified the Principal Employer, The Head of the Officer and its officers, servants and agents for and against all third party claims whatsoever (including time not limited to property loss and damage, personal. Accident, injury or death of / or property or person of any sub-contract and or the servants or agents of the contractor any sub-contractor(s) and or the owner and the contractor shall at his own cost and initiative at all times, maintain all liabilities under workman's Compensation

Act/ Fatal Accident Act, Personal Injuries, Employees State Insurance Act, PF Act and / or their Industrial Legislation from time to time in force.

36. The contractor shall deposit Rs.1,00,000/- (Rupees One lacs Only) as Security Deposit with SUPVA including the EMD of Rs. 50,000/- deposited with the tender. No interest shall accrue on this deposit, which will be returned after the successful completion of contract and after adjusting dues if any, of the contractor to SUPVA. The EMD of successful tender will be converted as security deposit and the EMD of unsuccessful tenders will be refunded.
37. Payment and receipts to Government and Semi Government Agencies would be rounded off to the nearer higher rupee and in other cases the rounding off will be to nearest, i.e. paise 50 or above will be rounded off the near higher rupee and paise less than 50 will be ignored.
38. The workmen employed by the contractor shall be directly supervised and controlled by the contractor, and shall have no relation whatsoever with State University of Performing & Visual Arts, Sector-6, Rohtak. SUPVA shall have no power to control or supervise such workmen or to take any action against them except as permissible under law. Such workmen shall also not have any claim against SUPVA for service or legalization of services by virtue of being employed at SUPVA against any temporary or permanent posts at SUPVA.
39. The work executed shall be to the satisfaction of the SUPVA, Rohtak.
40. The contractor shall ensure that either he himself or his representative is available for proper Administration and supervision at the works.
41. The location may be changed from time to time as per the convenience of SUPVA keeping its academic requirements as their utmost priority. The place and its interior so identified for locating the services has to be suitably designed and modified by the contractor at this own cost. The interiors so created by the contractor for offering Office and Academic and Students stationery will have to be dismantled and taken away by the Contractor at the termination of contract and clear site along with the fixtures and fittings have to be handed over to SUPVA in the same condition, if so.

SERVICES TO BE PROVIDED BY SUPVA STATIONERY SHOP

During continuance of the Contract of Stationery shop the agency, contractor shall take over the responsibility for providing all the stationery items (As decided by university in addition to conventional stationery items) and photocopy/ printing Service.

The scope of service to be rendered under this agreement includes the following:

1. Suitable space shall be provided by university for tuck shop and other the arrangements like canopy / temporary wooden or Aluminum structure have to make by the vendor.
2. To run the Office, Academic and Students stationery by making his own investment, stock and sale of all items relating to stationery supply as per the requirement of SUPVA authorities and students specified from time to time.
3. To provide the stationery services to SUPVA staff and students at competitive rates. This shall not be more than the MRP and Market Rate.
4. To upgrade the services as per the technological developments taking place in the areas of computer hardware, Xeroxing, binding, etc.
5. To provide access to the committee constituted by SUPVA for monitoring the quality, specification and rates and act as per the advice and instructions of the said committee / management of SUPVA.
6. To display rates of all major items and photocopy charges in the shop.
7. The contactor shall be responsible to ensure the conduct and behavior of the persons employed by them for running the shop.
8. The contractor is required to obtain all local licenses for running the stationery and photocopy zone as per the requirement of statute in force and revise from time to time.
9. The contractor shall indemnify SUPVA against any liability towards noncompliance of any of the statutory obligations required to be fulfilled while operating such service in the premises of SUPVA.
10. The contractor shall disburse wages to the staff deployed in the stationery shop as per the prevalent minimum wages fixed by the Govt. of Haryana besides fulfilling all other statutory obligations of PF, ESI Service Tax etc.

11. To ensure security of moveable and immovable property of SUPVA premises handed over against theft or damage.
12. Subletting of contract shall not be permitted.
13. The B&W and others Machine, shall be of reputed brands like Modi, Xerox, Canon, Godrej having latest configuration.
14. SUPVA administration & students shall have freedom to procure stationery items from open market.
15. SUPVA will not be responsible to provide any residential accommodation to personnel deployed by the contractor.
16. No edible, beverages & Tobacco items are allowed to be sold in the tuck shop.

UNDERTAKING BY THE TENDERER

I/We have carefully gone through all above various terms and condition for provision of stationery shop at SUPVA. I/We agree to all these conditions and offer to provide Services at SUPVA. I/We am/are making this offer after carefully reading the conditions and understanding the same without any kind of pressure or influence from any source whatsoever. We have inspected the Institute premises, and have acquainted ourselves with the tasks for providing of stationery, before making this offer. We hereby sign this undertaking in token of our acceptance of various conditions listed above.

Place
Address : _____
Phone No. _____

Signature of Tenderer

**State University of Performing & Visual Arts
Sector-6, Rohtak-124001**

FINANCIAL BID

(Keep this Financial Bid in Separate Sealed envelope)

Name of Work: To run the SUPVA Tuck Shop for Stationery Items with facilities of Printing & Photostat.

1. Name of Tenderer and Agency. :
2. Period of Contract : Two Years
3. Registration No. of the Agency :
4. Permanent Income Tax Account (PAN No.) :
5. Please Specify as to whether Tenderer is Sole Proprietor/Pvt. `Ltd./Partnership firm (Name of of the partner should be specified In this case). :

6. Monthly Rent for use of SUPVA: Premises.

i). Reserve price as Rent of Rs. 5000/- (Rupees five thousands only) per month

ii). Monthly Rent offered to pay by the tenderer is

Rs.....

Note: The Monthly rent should not be less than Rs. 5000/- per month.