INDIAN INSTITUTE OF TECHNOLOGY BOMBAY

MATERIALS MANAGEMENT DIVISION

TENDER FOR
SETTING UP OF SOUVENIR SHOP AT IIT BOMBAY
2024-25
## INDEX

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Table of Contents</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SECTION 1 – INVITATION FOR BIDS</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>SECTION 2 – TECHNICAL CRITERIA</td>
<td>5</td>
</tr>
<tr>
<td>3</td>
<td>SECTION 3 – INSTRUCTIONS TO BIDDERS</td>
<td>6</td>
</tr>
<tr>
<td>4</td>
<td>SECTION 4 – SCOPE OF WORK</td>
<td>13</td>
</tr>
<tr>
<td>5</td>
<td>SECTION 5 – GENERAL TERMS AND CONDITIONS OF THE CONTRACT</td>
<td>15</td>
</tr>
<tr>
<td>6</td>
<td>SECTION 6 - COMMERCIAL BID FORMAT</td>
<td>18</td>
</tr>
<tr>
<td>7</td>
<td>SECTION 7 - ANNEXURES</td>
<td>19</td>
</tr>
<tr>
<td></td>
<td>Annexure 1: Bidder’s Information</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Annexure 2: Declaration for Acceptance of Tender Terms and Conditions</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Annexure 3: Undertaking/Bid Security Declaration</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Annexure 4: Non-Blacklisting Self Certificate</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>SECTION 8 – FORMATS</td>
<td>23</td>
</tr>
<tr>
<td></td>
<td>F.1: Format for Performance Bank Guarantee</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>SECTION 9 - CHECKLIST</td>
<td>24</td>
</tr>
</tbody>
</table>
### SECTION 1 – INVITATION OF THE BIDS

<table>
<thead>
<tr>
<th>Tender No.</th>
<th>MMD/IITB/SOUVENIR/2024-25</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tender Date</strong></td>
<td>29\textsuperscript{th} May 2024</td>
</tr>
<tr>
<td><strong>Item/ Service Description</strong></td>
<td>SETTING UP OF SOUVENIR SHOP AT IIT BOMBAY</td>
</tr>
<tr>
<td><strong>Details of the shop</strong></td>
<td>The proposed shop is to be established on the ground floor of the Gulmohar Building on the IIT Bombay Campus. The shop area is approximately 600 sq. ft.</td>
</tr>
<tr>
<td><strong>Tender Type</strong></td>
<td>Limited Tender</td>
</tr>
<tr>
<td><strong>Pre – Bid Meeting Date &amp; Time</strong></td>
<td>NA</td>
</tr>
<tr>
<td><strong>Pre – Bid Meeting Place</strong></td>
<td>NA</td>
</tr>
<tr>
<td><strong>Last date &amp; time of submission of Tender</strong></td>
<td>14\textsuperscript{th} June 2024 up to 1.00 p.m.</td>
</tr>
<tr>
<td><strong>Place of Submission of Bids</strong></td>
<td>Materials Management Division, Gr. Floor, Main Building, IIT Bombay, Powai, Mumbai 400 076.</td>
</tr>
<tr>
<td><strong>Submission of Bids</strong></td>
<td><strong>Two-Bid System</strong>: The two-bid system will be followed for this tender. In this system, the bidder must submit their offer in separate sealed envelopes as a – <strong>Technical Bid</strong> and <strong>Commercial Bid</strong>. Both the technical bid and commercial bid envelopes should be marked clearly as “<strong>Envelope No. 1 - Technical Bid</strong>” and &quot;<strong>Envelope No. 2 - Commercial Bid</strong>&quot; and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed with our <strong>Tender No. &amp; Due Date</strong> and to be submitted to the concerned department/section mentioned in the tender document.</td>
</tr>
<tr>
<td><strong>Opening Date &amp; Time of Tender</strong></td>
<td>14\textsuperscript{th} June 2024 at 3.00 p.m.</td>
</tr>
<tr>
<td><strong>Earnest Money Deposit</strong></td>
<td>Bidders have to submit an undertaking for BID security/MSME/NSIC certificate, mandatory as per enclosed Annexure 3.</td>
</tr>
<tr>
<td><strong>Performance Security Deposit</strong></td>
<td>Rs. 2,00,000/- (Rs. Two Lakhs Only)</td>
</tr>
<tr>
<td><strong>Place of Opening Tender</strong></td>
<td>Materials Management Division, Gr. Floor, Main Building, IIT Bombay, Powai, Mumbai 400 076.</td>
</tr>
</tbody>
</table>
| Contact details for any query | Dept: Materials Management Division, IIT Bombay  
Email: purchase.mmd@iitb.ac.in  
Contact No.: 022-2576 8805 |
|-----------------------------|----------------------------------------------------------------------------------|
| Signing Authority          | Assistant Registrar (MM)  
Materials Management Division, IIT Bombay                                      |
SECTION 2 – TECHNICAL CRITERIA

1. The technical evaluation shall be based on the review of theme-based memento to be submitted by the bidders as per the themes indicated in the following schedule. Each sample submitted by the bidder will be given marking based on the Creativity, aesthetics, presentation of the theme, Quality of material, Workmanship and finishing.

There are 5 themes and each theme shall carry 10 marks each.

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Description</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Foundation Day of IIT Bombay</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>Retirement of Faculty/Staff</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>Memento for Presentation to Dignitaries</td>
<td>10</td>
</tr>
<tr>
<td>4</td>
<td>Platinum Jubilee of IIT Bombay</td>
<td>10</td>
</tr>
<tr>
<td>5</td>
<td>Memento for Teacher’s Day</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Total marks</td>
<td>50</td>
</tr>
</tbody>
</table>

30% Weightage will be given to the above total marks

2. The bidder should submit details of the firm as per attached Annexure 1.

3. The Bidder should accept the Tender Terms and Conditions. The undertaking must be enclosed in the technical bid as per format – Annexure 2.

4. The bidder must submit a Bank Solvency certificate issued by a scheduled commercial bank having an operative account of the bidder for an amount of Rs. 25.00 lakhs.

5. The bidder must not be blacklisted/suspended by any public procurement entity like the government depts./PSUs/autonomous bodies. There should not be any service-related disputes or legal cases pending with any organization/government department/bank in India or abroad. The undertaking must be enclosed in the technical bid as per format – Annexure 4.

6. Along with the Theme Based Souvenirs/Mementos, a complete list of all available Souvenirs is to be submitted.
SECTION 3 – INSTRUCTIONS TO BIDDERS

I) SUBMISSION OF OFFER:

1. IIT Bombay may ask for clarification or further information to evaluate the submitted tenders.

2. IIT Bombay reserves all the rights to accept or reject any bid without assigning any reasons whatsoever.

3. The bidder is expected to examine all instructions, forms, terms, and conditions, in the bid documents. Failure to furnish all information required as per the bid document or submission of a bid not substantially responsive to the bid documents in every respect will be at the bidder’s risk and may result in the rejection of the bid.

4. All the pages of the Tender document should be duly signed with the date and seal by the competent authority.

5. Canvassing in any form would disqualify the bidder from further participation. Timely submission of the proposals is the responsibility of the bidders. Bidders should submit their bids before the Tender due date and time.

6. The Quotation MUST BE ENCLOSED IN A SEALED COVER super scribing Tender number / due date & should reach the undersigned on or before the due date mentioned in the tender notice. If the quotation cover is not sealed, it will be rejected.

7. The tender should be dropped in the tender box kept in the office of the concerned Department. No tender is to be handed over to our staff personally unless otherwise specified. All communications are to be addressed to the undersigned only. In case the due date happens to be a holiday the tender will be accepted and opened on the next working day.

8. The bid can be submitted in person or through post/ courier (IIT Bombay shall not be responsible for any postal delays or any other reason for not submitting the bid in the specified time and resulting in disqualification/rejection of any bid) to reach on or before the due date and time.

9. Any bid inadvertently received by IIT Bombay after the deadline i.e. due date & time for submission of bids, will not be accepted and returned unopened to the BIDDER.

II) COST OF BIDDING:

1. The bidder shall bear all costs during the preparation and submission of the bid, attending pre-bid meetings, etc. The Purchaser shall not be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.
III) VALIDITY OF THE OFFER

1. 180 Days from the date of opening of the Technical bid.

IV) AMENDMENT OF BIDDING DOCUMENTS:

1. At any time before the deadline for submission of bids, IIT Bombay may, for any reason, whether on its initiative or in response to the clarification request by a prospective BIDDER modify the bid document.
2. The addendum/ corrigendum, if any, shall only be published on the Institute’s website and CPPP Portal.
3. All prospective BIDDER who have downloaded the bidding document may visit the IIT Bombay website for amendments/corrigendum which will be binding on them.

V) DEADLINE FOR SUBMISSION OF BIDS:

1. Bids must be received by IIT Bombay before the due date and time at the address specified in the tender document. In the event of the specified date for the submission of bids being declared as a holiday for IIT Bombay, the bid-closing deadline will stand extended to the next working day up to the same time.

VI) BID OPENING PROCESS:

1. In the case of two bid systems, the technical bid will be opened in the first instance in the presence of the department, Technical Evaluation Committee (TEC), MMD, and representatives of the bidders at IIT Bombay.
2. Commercial Bids will be opened in the presence of the Technical Evaluation Committee (TEC), MMD, and representatives of the bidders. Date and Time of commercial bid opening shall be intimated to technically qualified bidders only.
3. One authorized representative of each of the bidders would be permitted to be present at the time of opening as mentioned above of the bids
4. The authorized representative of bidders, present at the time of opening the bids shall be required to sign an attendance register as proof of having attended the Technical / Commercial bid opening.

VII) LATE BIDS:

1. IIT Bombay will not be responsible:
   a) For delayed / late quotations submitted/sent by post/courier etc.
   b) For submission/delivery of quotations at wrong places other than the mentioned in the tender.
   c) Fax / E-mail / Telegraphic / Telex tenders will not be considered.
VIII) SUPPLEMENTARY OFFER /MODIFICATION OF ORIGINAL BID:

1. The tender submitted against the above-mentioned tender shall not be returned in case the tender opening date is extended/ postponed. BIDDER desirous of modifying their offer/terms may submit their revised / supplementary offer(s) within the extended Tender Opening Date (TOD) by clearly stating the extent of updating done to the original bid. The purchaser reserves the right to open the original offer along with the revised bid.

IX) CONFIDENTIALITY:

1. Information relating to the evaluation of bids, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders. On completion of the Technical Evaluation by the Committee, Vendors whose offers do not meet the user's Technical Specifications will be restricted from participating in the commercial bid opening process. Information regarding the criteria for disqualification of the tender would be communicated to the bidder in writing.

2. Any attempt by a Bidder to influence the Purchaser in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.

3. Notwithstanding, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it shall do so in writing.

X) DEVIATION, RESERVATIONS AND OMISSIONS:

1. During the evaluation of Bids, the following definitions apply:
   a) “Deviation” is a departure from the requirement specified in the Tender Documents;
   b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Documents; and
   c) “Omission” is the failure to submit part or all of the information or documentation required in the Tender Documents.

XI) CORRECTION OF ARITHMETICAL ERRORS:

1. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
   a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser, there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
   b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and if there is
a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

2. Bidders shall be requested to accept the correction of arithmetical errors. Failure to accept the correction by the same shall result in the rejection of the Bid.

XII) EVALUATION OF OFFER:

1. Commercial Bids of only those bidders will be opened who clear a technical threshold score of 60% in the technical evaluation.

2. IIT Bombay will evaluate the bids on a Quality and Cost Based Selection (QCBS) basis: 30% weightage will be given to the marks based on the evaluation of theme-based mementos submitted by the bidder and 70% weightage will be for commercial i.e. the License fee quoted by the vendors. As per current rates, the applicable license fee for Souvenir Shop premises is Rs.60,000/- which shall be treated as the minimum base price. The bidder who scores the highest cumulatively will be awarded the contract.

Calculation of the total cumulative points would be: \((30 \times \text{TS}/\text{HTS}) + (70 \times \text{CB}/\text{HCB})\)

- \(\text{HTS}\) - Highest evaluated score received in Technical evaluation among all the bidders
- \(\text{TS}\) - Individual Technical Score
- \(\text{CB}\) - Individual price quoted in Commercial Bid
- \(\text{HCB}\) - Highest price quoted in Commercial Bid among all the technically qualified bidders

The Bids will be ranked in terms of total points scored.

Example: If in response to this tender, three Bids from Bidders A, B & C are received and their technical scores are 80, 100, and 90 marks respectively. Further, if the quoted price of Bidders A, B & C are Rs. 160, 180 & 200 respectively.

In the combined evaluation, the process would be as follows:

- Bidder A: \(30 \times (80/100) + 70 \times (160/200) = 80\)
- Bidder B: \(30 \times (100/100) + 70 \times (180/200) = 93\)
- Bidder C: \(30 \times (90/100) + 70 \times (200/200) = 97\)

Example Result: Bidder C would be considered to have the highest cumulative points and be awarded the contract.
3. Offer which deviates from the vital conditions (as illustrated below) of the tender shall be rejected:
   a) Non-submission of complete offers.
   b) Receipt of offers after the due date and time and or by email/fax (unless specified otherwise).
   c) Receipt of offers in open conditions.
4. In case any BIDDER is silent on any clauses mentioned in this tender document, IIT Bombay shall construe that the BIDDER had accepted the clauses as per the invitation to tender no further claim will be entertained.
5. No revision in the terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.
6. In case of a two-bid system the date and time of Price Bid opening shall be intimated to technically qualifying bidders only.

XIII) PRICE BID (Commercial Bid):

1. Price bids of only those bidders who score a minimum of 60% in the sample evaluation shall only be opened subject to the following terms and conditions:
   a) The price quoted should be in Indian Rupees.
   b) The current license fee as per applicable rates for the said premises of Souvenir Shop is Rs.60,000/- which shall be treated as the minimum base price and the bidder is expected to at least match the base price. The quotes higher than the base price will have relative weightage in the evaluation.
   c) PRICE BID must be submitted in the Price Bid Format as per Section 6 only.
   d) If the price is not quoted in the Price Bid Format, IIT Bombay reserves the right to reject the bid.
   e) If the bidder intends to give a price break-up, it may be attached in a separate sheet.
   f) The price quoted must be inclusive of all taxes and charges.
   g) The service provider shall pay and bear all other liabilities, taxes, and duties not specifically agreed by the Institute in the contract.
XIV) CORRUPT & FRAUDULENT PRACTICES:

IIT Bombay requires that bidders, suppliers, contractors, and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

a) The terms set forth below are defined as follows:
   i. “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of in-kind/value to influence the action of a public official in the procurement process or contract execution;
   ii. “Fraudulent practice” means a misrepresentation or omission of facts to influence a procurement process or the execution of a contract;
   iii. “Collusive practice” means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive levels; and
   iv. “Coercive practice” means harming or threatening to harm, directly or indirectly, or their property to influence their participation in the procurement process or affect the execution of a contract;

b) IIT Bombay will reject a proposal for an award if it determines that the Bidder recommended for the award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract in question.

I. COMMUNICATION FOR NON-PARTICIPATION OF TENDERS:

a) For registered vendors with IIT Bombay, in case you choose not to participate in the tender process a regret letter by way of fax/letter/email may be submitted before the due date duly superscribing “Regret” and tender No.

II. CANCELLATION OF TENDER:

1. Notwithstanding anything specified in this tender document, Purchaser / IIT Bombay in his sole discretion, unconditionally and without assigning any reasons, reserves the rights:

   a) To accept OR reject the lowest tender or any other tender or all the tenders.
   b) To accept any tender in full or in part.
   c) To reject the tender offer not conforming to the tender’s terms.
   d) To give purchase preference to Public Sector undertakings when applicable as per Govt. Policy/ Guidelines.

2. Offer that deviates from the vital conditions (as illustrated below) of the tender shall be rejected:
a) non-submission of complete offers.
b) Receipt of offers after the due date and time and or by email/fax (unless specified otherwise).

3. Receipt of offers in open conditions.
   a) Conditional Tenders and Unsigned Tenders will be rejected.
   b) If the quality of the product and service provided is not found satisfactory, IIT Bombay reserves the right to cancel or amend the contract.

4. Application for termination of the license and vacating the premises should be sent by the vendor one month in advance from the date from which he desires to terminate the license and vacate the premises allotted to them. The vendor shall deliver to the Institute, on the said date, vacant possession of the premises allotted to him, along with all its fittings, if any, in the same condition as it was when he took possession of the same. Similarly, IIT Bombay can terminate the agreement by giving one month’s notice to the vendor without assigning any reason.

III. TRANSFER AND SUBLETTING:

   a) The seller shall not sublet, transfer, assign, or otherwise part with the acceptance of the tender or any part thereof, either directly or indirectly, without the prior written permission of the Purchaser.
1. The Institute will provide electricity, and water on a payment basis as per applicable rates of the Institute/on actual consumption. In case of failure to pay the License fee, water, and electricity charges within the stipulated date, a penalty will be charged as per Institute Rules.

2. The service provider will prepare and sell merchandise to students, faculty, alumni, and other visitors of IIT Bombay at his cost. He will, however, ensure approval of the same by the Authority designated by IITB to ensure quality and appropriateness parameters are met. Though IITB will advise on the matters of appropriateness and quality, the pricing and viability will remain with the Service provider.

3. The service provider will undertake the work of designing, fabrication, production, packaging, logistics, and warehousing while running the Shop for which no extra space or amenity shall be provided. The service provider will be solely responsible for the safe custody of the goods.

4. The list of Souvenirs/Mementos to be maintained in stock/display will be provided by the Institute, which is subject to revision from time to time. The institute authorities namely Dean (ACR), Dean Strategy, Registrar, and Public Relations Officer (PRO) may request for provision of mementos/souvenir items with specific designs on need basis, which will also be required to be supplied in a stipulated time. Any discrepancies will be considered as a breach of contract and will attract a penalty as per the norms.

5. IITB will provide infrastructure support to the Service provider in the following forms:
   a. Internet connectivity;
   b. Visibility on various communication channels (websites, emails, prints) as deemed appropriate by IITB.
   c. Permission to display banners, posters, and other marketing material in the IIT Bombay campus post approval by IITB.
   d. Dissemination of appropriate information within the IITB community through mail and print communications post approval by IITB.

6. The service provider may seek approval from the competent authority to set up stalls and display goods at various events organized by the IITB.

7. The service provider will be authorized to use the official IITB Logo only at the discretion of IITB authorities and only for such items and communication material approved by IITB. In case of inappropriate use, IITB reserves the full right to withdraw this permission immediately.

8. As a minimum requirement, the service provider will keep the Shop open for 6 days a week. The shop will be kept open on Sundays on special days and occasions when instructed by IITB.

9. The service provider will be fully responsible for the furniture and fixtures in the Shop and will take good care of them and maintain them in good condition. He will also be responsible for the housekeeping of the Shop.
10. On expiry/termination of the license, the vendor must vacate the licensed premises. All fixtures, furniture, etc. which are properties of IIT Bombay should be handed over to IIT Bombay in good and tenable conditions. Cost of repair charges for mishandling and willful damage (except normal wear and tear) will be deducted from the Security Deposit.

11. The service provider shall restrict the display of goods to the area inside the shop only. No display, banners, posters, etc. shall be put up outside the shop without prior written permission of IITB.

12. The service provider will be responsible for the good conduct of his staff. IITB has the right to ask for a change of staff in case of complaints of incompetence or misconduct.

13. The service provider shall maintain a suggestion-cum-complaint book that will be made available to every visitor to the Shop.

14. The service provider shall not sell or offer any products other than the approved list of items through the Shop premises without written permission from the IITB.

15. The service provider will not utilize the shop premises for any activity other than the business related to IITB merchandise.

16. The records about the sales proceeds and inventory shall be submitted to IITB on a monthly basis.

17. On termination of the contract, IITB may offer to take over the goods that are in good, marketable condition in their opinion, at a mutually agreed price, and a mutually agreed payment schedule.

18. The agreement will be for one year from the date of award of the contract and shall be deemed to have been terminated at the end of one year unless otherwise extended in writing.
SECTION 5 – TERMS AND CONDITIONS OF THE CONTRACT

I. AWARD OF CONTRACT:

1. The successful bidder will be awarded the contract for a period of one year and may be extended further for two years if performance is found satisfactory by the Committee.
2. IIT Bombay reserves the right to accept or reject and also reserves the right to accept the whole or any part of the Bid.
3. The qualified bidder will abide by all the Terms & Conditions of the Tender Document.
4. The services of the empaneled service provider will be reviewed by the committee during the contract period. IIT Bombay reserves the right to cancel the contract or amend the contract period based on performance review, if necessary.

II. EARNEST MONEY DEPOSIT & PERFORMANCE BANK GUARANTEE:

1. Bidders have to submit an Undertaking for BID security, mandatorily as per the format provided in Annexure-3.
2. The successful bidder has to submit a Performance Guarantee as per the format provided in Section 8-Format 1
3. The Performance Guarantee as prescribed above is to be sent to the Deputy Registrar, Materials Management Division, IIT Bombay along with order acknowledgment.
4. The Performance Guarantee should be established in favor of “The Registrar, IIT Bombay”.
5. PBG is to be established through any of the National/ Scheduled Commercial Banks (whether situated at Mumbai or outstation) with a clause to enforce the same on their local branch of Mumbai.
6. Performance Guarantee Bond shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded, or agreed to between the successful tenderer and the purchaser under the terms & conditions of acceptance to the tender.
7. The successful bidder is entirely responsible for the due performance of the contract in letter and spirit and all other documents referred to in the acceptance of tenders.
8. The PBG shall be kept valid during the period of the contract and shall continue to be enforceable for a period of one year (as mentioned in the tender document) or up to the fulfillment of all the obligations of the contract whichever is later from the date of award of contract. In case, PBG needs to be extended then the service provider shall initiate extensions to PBG one month before the expiry of PBG.
III. TERMS OF PAYMENT:

1. The vendor shall pay to the IIT Bombay the monthly license fee and other allied charges, as specified in Section 6 of the tender, on or before the 7th of every month failing which the service provider shall have to pay a penalty of Rs.500/- (Rupees Five Hundred per day) up to a period of one month. If the service provider fails to pay the license fee for two months consecutively the Performance Guarantee shall be forfeited and the contract may be canceled at the risk and cost of the successful bidder.

IV. CONDUCT OF VENDOR’S STAFF:

2. The vendor shall not permit anyone except his authorized staff on IIT campus.
3. The staff deployed by the vendor shall be suitably in a clean, tidy, and orderly manner while on duty.
4. The vendor and his employees shall be courteous in their dealings with the IIT Bombay community and authorities.
5. No contract staff shall be permitted to stay back in IIT Bombay premises after duty hours.
6. The vendor shall intimate the details of the staff to be deployed at the Souvenir Shop and obtain appropriate approval from the Security Section for entry to the IIT Bombay premises. The vendor shall submit valid Identity/Address proof in respect of the staff deployed at the Souvenir Shop before the commencement of the contract and shall renew the documents as and when the staff composition is renewed.
7. IIT Bombay security section will also provide an ID card which is mandatory to be carried while entering and staying on the campus. ID cards shall be shown as & when asked by any authority or IIT community.
8. The vendor should not employ any child labor. The vendor shall maintain a register with the name, age, and address of all his employees working on the IIT Bombay campus. The vendor must report any changes in the list of employees immediately. Vendor shall arrange to obtain a security pass for all his employees from the Security Section of IIT Bombay, giving a due undertaking for their character and antecedents.

V. PENALTY:

1. If the service provider commits any breach of the contract he shall be liable to pay a 10% of license fee to IIT Bombay for every act of default or negligence. On-demand, the amount should be deposited within 10 days. IIT Bombay reserves the right to cancel the contract and forfeit the performance Bank Guarantee if the above-mentioned fine is not paid within 10 days of receipt of demand.
2. The service provider shall be responsible for any damage or loss to the Souvenir shop. Compensation for such damage shall be assessed by the IIT Bombay, whose decision shall be final and binding. The amount of loss, penalty, compensation, license fee, interest, etc., if not paid within a period of 10 days from the date of demand shall make the service provider liable for forfeiture of Performance Bank Guarantee.

VI. **FORCE MAJEURE:** Force Majeure will be accepted on adequate proof thereof.

VII. **LEGAL MATTER:**

1. Jurisdiction of Mumbai Courts only.
2. In the event of any dispute over this contract, IIT Bombay's decision shall be final and binding.

VIII. **FURNISHING FRAUDULENT INFORMATION/ DOCUMENT:**

1. If it is found that a bidder has furnished fraudulent document/information, the bid security/performance security (wherever applicable) shall be forfeited and the bidder/vendor will be debarred for a period of 2 (two) years from the date of detection of such fraudulent activity, besides the legal action. In case of major and serious fraud, the period of debarment may be enhanced.
SECTION 6 - COMMERCIAL BID FORMAT  
(On Company/firm's Letterhead)

To,                                                      Date:
Dy. Registrar (MM)                                          
Materials Management Division,                             
Gr. Floor, Main Building,                                   
I.I.T. Bombay,                                               
Powai, Mumbai – 400 076.                                     

Ref: Tender No. MMD/IITB/SOUVENIR/2024-25 dated 17th May 2024 for “Setting up of Souvenir Shop for IIT Bombay”

Offered License Fee

The License Fee payable will be Rs. ________/ - per month for the operating area allotted.

Yours faithfully,

(Signature of the bidder)  
Printed Name  
Designation  
Seal  
Date:  
Business Add

Pls note : The current license fee as per applicable rates for the said premises of Souvenir Shop is Rs.60,000/- which shall be treated as the minimum base price and the bidder is expected to at least match the base price. The quotes higher than the base price will have relative weightage in the evaluation.
## SECTION 7- ANNEXURES

### ANNEXURE 1

**BIDDER’S INFORMATION**  
*(On Company/firm’s Letterhead)*

<table>
<thead>
<tr>
<th>Details of the bidders:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Name of the bidder</td>
<td></td>
</tr>
<tr>
<td>2 Address of the bidder</td>
<td></td>
</tr>
<tr>
<td>3 Details of the Incorporation of the Service Provider</td>
<td>Date:</td>
</tr>
<tr>
<td></td>
<td>Ref. Document-</td>
</tr>
<tr>
<td>4 GST Registration No.</td>
<td></td>
</tr>
<tr>
<td>5 State of GST Registration</td>
<td></td>
</tr>
<tr>
<td>6 Permanent Account No. (PAN)</td>
<td></td>
</tr>
<tr>
<td>7 Name &amp; Designation of the Contact person to whom all references shall be made regarding this tender.</td>
<td></td>
</tr>
<tr>
<td>8 Telephone No. (with STD Code)</td>
<td></td>
</tr>
<tr>
<td>9 Email Address of the Contact person</td>
<td></td>
</tr>
<tr>
<td>10 Fax No. (with STD Code)</td>
<td></td>
</tr>
</tbody>
</table>
ANNEXURE 2
DECLARATION FOR ACCEPTANCE OF TENDER TERMS AND CONDITIONS
(On Company/firm's Letterhead)

To,
Dy. Registrar (MM)
Materials Management Division,
Gr. Floor, Main Building,
I.I.T. Bombay,
Powai, Mumbai – 400 076.

Sir,

Ref: Tender No. Tender No. MMD/IITB/SOUVENIR/2024-25 dated 17th May 2024 for “Setting up of Souvenir Shop for IIT Bombay”

I/we carefully gone through the Terms & Conditions as mentioned in the above referred TENDER document. I/we declare that all the provisions of this TENDER are acceptable to my company. I/we further certify that I’m an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the bidder)
Printed Name
Designation
Seal
Date:
Business A
ANNEXURE 3
UNDERTAKING/BID SECURITY DECLARATION
(On Company/firm’s Letterhead)

To,
Dy. Registrar (MM)
Materials Management Division
Gr. Floor, Main Building,
I.I.T. Bombay,
Powai, Mumbai – 400 076.

Sir,

Ref: Tender No. Tender No. MMD/IITB/SOUVENIR/2024-25 dated 17th May 2024 for “Setting up of Souvenir Shop for IIT Bombay”

We, M/s ...................................................................................................(name of the firm), with ref. to TENDER No. ....................................dtd. ............................. hereby undertake that:

1) We accept all the terms and conditions of the tender document.
2) We accept that we will not modify our bid during the bid validity period, submit a performance guarantee within the stipulated period, and honor the contract after the award of the contract.
3) In the event of any modification to our bid us or failure on our part to honor the contract after the final award or failure to submit a performance guarantee, our firm may be debarred from participation in any tender/contract notified by the Indian Institute of Technology, Bombay for one year.

Yours faithfully,

(Signature of the bidder)
Printed Name
Designation
Seal
Date:
Business Address:
ANNEXURE 4
NON-BLACKLISTING SELF CERTIFICATE
(On Company/firm's Letterhead)

To, Dy. Registrar (MM)
Materials Management Division
Gr. Floor, Main Building,
I.I.T. Bombay,
Powai, Mumbai – 400 076.

Date:

Sub: Non-Blacklisting Self Certificate

Tender No. MMD/IITB/SOUVENIR/2024-25 dated 17th May 2024 for “Setting up of Souvenir Shop for IIT Bombay”

This is to certify that M/s ___________________ has never been banned/suspended/blacklisted for any reason by any Government Organization in the last 3 years.

Yours faithfully,

(Signature of the bidder)
Printed Name
Designation
Seal
Date:
Business Address:
SECTION 8 - FORMAT 1

FORMAT FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT MUMBAI OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT MUMBAI OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT MUMBAI. BONDS ISSUED BY COOPERATIVE BANKS ARE NOT ACCEPTED.)

To, Registrar,
Indian Institute of Technology Bombay,
Powai, Mumbai – 400 076.

LETTER OF GUARANTEE

WHEREAS Indian Institute of Technology, Bombay (Buyer) has invited Tenders vide Tender No........................... Dt. ......................... for Rate Contract of AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to supply the equipment/machinery etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favor of “Registrar, Indian Institute of Technology, Bombay” in the form of Bank Guarantee for Rs. 2,00,000/- (Rs. Two Lakhs Only) and valid till one year from the date of issue of Performance Guarantee Bond may be submitted within 30 (Thirty) days from the date of Acceptance as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in the tender document / Award letter etc., this Bank shall pay to Indian Institute of Technology, Bombay on demand and without protest or demur Rs. 2,00,000/- (Rs. Two Lakhs Only).

This Bank further agrees that the decision of the Indian Institute of Technology, Bombay (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in the tender document/award letter shall be final and binding.

We, __________________________ (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/or Indian Institute of Technology, Bombay (Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. __________ (Indian Rupees only).
2. This Bank Guarantee shall be valid up to _______________(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIT Bombay serves upon us a written claim or demand on or before _______________(date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at ____________________ situated at ____________________ (Address of local branch).

Yours truly,

Signature and seal of the guarantor: Name of Bank:
Address:
Date:
Instruction to Bank: Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.
SECTION 9 - CHECKLIST

The following items must be checked before the Bid is submitted:

1. Envelope “1” - Technical Bid

   a) Eligibility Criteria Responses (each page duly sealed and signed by the authorized signatory)

   b) Copy of this Tender document duly sealed and signed by the authorized signatory on every page.

   c) Annexure 1: Bidder's Information

      Annexure 2: Declaration for Acceptance of Tender Terms and Conditions

      Annexure 3: Undertaking/Bid Security Declaration

      Annexure 4: Non-Blacklisting Self Certificate

2. Envelope “2” - Commercial Bid

Your quotation must be submitted in two envelopes Technical Bid (Envelope 1) and Commercial Bid (Envelope 2) super scribing on both the envelopes the Tender no. and the due date and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed with our Tender No. & Due Date.