

COST OF TENDER: Rs. 1, 000/- only*
Tender No.: 05/2015-16 / IGIMS / MS

TENDER DOCUMENT FOR GENERAL STORE SHOP



**INDIRA GANDHI INSTITUTE OF MEIDCAL SCIENCES,
SHEIKHPURA, PATNA-800014(Bihar)**

Document sold to:-

M/S___

TENDER DOCUMENT

- Tender for running of : **General Store Shop**
- Date of Issue of Tender Documents fromto.....during working hours (Except Saturday & Sunday). The tender document can also be downloaded from Institute website www.igims.org.
- **Last date for submission of tender : 22 / 09 / 2015 (4.00 PM)**
- **Date of opening of Technical Bid : 23.09.2015 (3.00 PM)**

Issued to :-

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INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES

SHEIKHPURA, PATNA-800014(BIHAR)

Tender documents for running of General Store in the premises of IGIMS, Patna to facilitate the patient's attendant, students as well as staff members of the Institute.

Bidding Schedule

The detailed schedule for the same is as follows:-

- 1 Price of Bid documents : **Rs. 1000/-** (Rs. One Thousand Only; Payable in the form of Demand Draft in favors of Director, I.G.I.M.S.- Patna payable at Patna.
- 2 Issue of Blank Bid documents : Tender Document will be available on the Institute's website and it may be downloaded and be sent along with required demand draft. The hardcopy of the same may also be obtained from office during the working hour. In case, downloaded bidding document is used, bidder(s) have to submit the cost of the Tender Document along with the completed documents in the form of Demand Draft in favour of Director, I.G.I.M.S. – Patna payable at Patna towards cost of the **“Tender documents”**. Firm is required to attach separate D.D. for the same in a separate envelope super scribed with **“Cost of Bidding Document”**. If the cost of tender document is not submitted by the bidder(s), his offer shall be outright rejected and returned.
- 3 Website address for purchasing blank bid document : www.igims.org
- 4 Amount of Earnest deposit : **Rs. 25, 000/-(Rupees Twenty- Five Thousand only)**

The **Technical & Financial Bids** should be submitted in separate sealed covers and these two sealed covers should be kept in a third sealed cover along with the tender documents, with **“ Tender for Running of General Store Shop”** super scribed on the envelope. The name and address of the Agency/ firm must be mentioned on each envelope. The Technical Bids will be opened as per the schedule mentioned above in the Conference hall of the Institute, in the presence of such of the tenders who may wish to be present, either by themselves or through their authorized representative. The in-complete tenders and those without proper E.M.D shall be summarily rejected. The tender details are also available on the Institute website **www.igims.org**.

**Sd/-
Director
I.G.I.M.S. - Patna**

SECTION - I

Instruction to Bidders

1. SCOPE OF WORK

- 1.1 The successful bidder shall be permitted to run the General Store on all days with a day off in a week decided on mutual understanding for a period of three years (further extendable up to another two years on satisfactory performance) for the use of facility of faculty members, Officers, Engineers, Staffs members, patient attendant and students. The Space for shop will be provided by Institute on monthly rent as quoted by the tenderer.
- 1.2 To maintain sufficient stock of general store items.
- 1.3 The contractor will pay every month the rent as quoted in the tender (mentioned as Annexure B), electricity and other allied charges/ dues for the premises occupied for running of the shop as assessed by the Institute or local bodies.

2. ELIBGIBILITY

- 2.1 The contractor must be holding valid license for Shop and Establishment, TIN and PAN as on the date of Bid opening.
- 2.2 The contractor must not have been convicted by the court of law. (He must give an affidavit.)
- 2.3 The annual turnover of the bidder should be minimum Rs. 3.0 lakhs on average during last three financial years should be supported with valid documents.
- 2.4 Contractor should have at least three years experience in related area.
- 2.5 Preference will be given to bidder operating similar shops in other reputed Hospital / Academic Institutions.
- 2.6 VAT clearance certificate should be available with the bidder.
- 2.7 Services Tax Registration Number.

3. COST OF BIDDING

The tender bidder shall bear all the costs associated with the preparation and submission of their bid. The Institution in no case will be responsible or liable for these costs regardless of conduct of outcome of the bidding process.

4. BIDDING PROCEDURE, SIGNING AND SEALING BIDS

- 4.01 The Bidder must submit his Bid in two parts as mentioned below:-

Part 1:- Called “Technical Bid” containing :- (A) Earnest Money.

The bidder are required to submit EMD amount of **Rs. 25, 000/-**(Rupees Twenty- Five Thousand only) in the form of Demand Draft valid for 03 months in favour of the Director, I.G.I.M.S - Patna payable at any nationalized bank at Patna as Earnest Money.

The demand draft must be issued by a Schedule Bank and must be valid for three months. Original EMD should be sent to the Director IGIMS, Sheikhpura, Patna-14 by Registered Post/Speed Post/Courier Services along with Technical Bid..

(B) Documents establishing Bidders eligibility (Technical Bid)

The following documents should be enclosed while submitting the tender as mentioned below:-

- a) Duty attested copies of valid licenses held by the bidder as on the date of Bid opening.
- b) Scanned copy of Declaration of bidder as per Annexure - C has to be signed and attached.
- c) Copy of the Partnership Deed if the bidder is a Partnership concern.
- d) VAT Clearance Certificate.
- e) No conviction certificate in the form of an affidavit.
- f) Copies of the balance sheets for the last three financial years to established the turnover of the bidder or any other authentic documents.
- g) Turn over Statement issued by Chartered Accountant for last three financial years.
- h) PAN allotted to firm/proprietor.
- i) Supporting documents towards market standing of three years in similar field.

Part 2:-Called “Commercial Bid” which shall contain:-

4.02 Duty filled prescribed Bid Form (Price Bid as per Annexure B)

- a) The Bid is liable to be rejected, if the required information/documents have not been furnished.
- b) Individual signing the Bid and other documents must specify whether her signs as:
 - i. A Sole proprietor of the firm, or constituted attorney of such proprietor.
 - ii A partner of the firm, if it is a partnership firm and in this case he must have a clear legal authority to sign, answer and admit to refer disputed to arbitration.
 - iii. Constituted Attorney, if it is a company.
- c) In case of (ii) above a copy of the Partnership Deed, General Power of Attorney, duly attested by a notary public and an affidavit to the effect that all the partners admit execution of the partnership and the General Power of Attorney be furnished.
- d) In case of partnership firm, where no authority to refer dispute concerning the business or the partnership has been conferred on any such partner the Bid and all other related documents must be signed by every partner of the firm.

A person signing the Bid form or any documents forming part of the bid on behalf of another shall be deemed under warranty that he has authority to bind with his acts such other persons. If on enquiry, it appears that the person so signing has no authority to do so, the I.G.I.M.S. - Patna with prejudice to other Civil and Criminal remedies can cancel the contract and hold the signatory responsible for the costs and conveyance arising there form.

4.03 PERIOD OF VALIDITY OF BIDS

The Bids shall be valid for acceptance for at least 90 days from the date of bid opening.

4.04 PERIOD OF CONTRACT

The contract shall initially be for a period of three years from the date of the signing of contract. However, strictly on the basis of the satisfactory performance, it may be extended for a further period of two years at the sole discretion of the Director, I.G.I.M.S.- Patna on the terms and conditions as decided thereon by the Institute Director.

4.05 RIGHT TO ACCEPT/REJECTED ANY BID

Director, I.G.I.M.S. - Patna reserves the right to accept or reject any or all bids without assigning any reason.

4.06 PERFORMANCE BANK GUARANTEE

The successful bidder will have to furnish a Performance Bank Guarantee for an amount of **Rs.1,00,000/ - (Rupees One Lakh only)** either in the form of Bank Guarantee with a validity of three years (as per format at Annexure-A) issued by the schedule Bank or through Demand Draft in favors of Director, I.G.I.M.S. – Patna payable at Patna. No claim shall be made against IGIMS, Patna in respect of interest if any due on the Performance Security. The Performance Bank Guarantee should remain valid up to six months beyond the validity of the contract.

4.07 CORRUPT OR FRAUDULENT PRACTICES

- (i) Director, I.G.I.M.S. - Patna requires that the Bidder under this bid observe the highest standards of ethics during the procurement and execution of such contract.
- (ii) In pursuance of this policy, the terms are set forth as follows:
- (iii) “Corrupt practice” means the offering, giving receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution.
- (iv) “Fraudulent Practice” means misrepresentation of facts in order to influence the procurement process or execution of a contract to the detriment to the Deptt. and includes collusive practice among Bidder (prior to or after bid submission) designed to establish bid prices at artificial non -competitive levels and to deprive the Deptt. of the benefits of the free and open competition.
- (v) I.G.I.M.S. - Patna will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (vi) I.G.I.M.S. - Patna will declare a firm ineligible, either indefinitely or for a specified period of time, for a award of the contract if at any time it determines that the firm has engaged in corrupt and fraudulent practices in competing for or in executing the contract.

4.08 PENALTY

- (i) In case the contractor fails to execute the work, a penalty will be imposed which will be decided on the merit of the complaint by the Director, I.G.I.M.S. - Patna.

5. FORFEITURE OR EMD / PERFORMANCE BANK GUARANTEE:

The Earnest Money or Performance Bank Guarantee may be forfeited if a Bidder withdraws its tender during the period of bid validity or in case of a successful Bidder, if the Bidder fails

- a) To sign the contract in accordance with the terms and conditions.
- b) To furnish Performance Bank Guarantee as specified in the terms and conditions (4.06) with in specified period.
- c) To pay the penalty, if any

6. SUBMISSION OF BIDS:-

The Complete tender documents may be submitted in the office of the undersigned (Address: Director, Indira Gandhi Institute of Medical Sciences, Sheikhpura, Patna – 800 014) through registered / speed post / courier services only. Bids should reach before closing date. Institute is not liable for postal delay.

7. MISCELLANEOUS

The successful Bidder's Earnest Money will be discharged upon the Bidder executing the Contract and furnishing the Performance Security. Unsuccessful Bidder's Earnest Money will be discharged / returned within 30 days after the expiry of the period of tender offer validity prescribed by the Institute.

8. CONDITIONS OF TENDER

(For General Store at I.G.I.M.S. Campus)

- 8.1 The contract is for running General Store at I.G.I.M.S. - Patna. The duration of contract will be for three years - first three months being on probation on satisfaction of which the contract will automatically get extended for the remaining periods. The contract may be terminated by either party after giving a notice of clear 30 days. During probation-period a notice of only one week is required to be given by either side.
- 8.2 The Tenderer should give his/her full permanent as well as temporary address in tender form.
- 8.3 Every tenderer must attach Demand Draft of **Rs. 25, 000/- (Rs. Twenty Five Thousand Only)** issued by any scheduled bank as earnest money in favour of the Director, I.G.I.M.S. - Patna at the time of submitting his tender. Any tender which is not accompanied by the earnest money deposit would be summarily rejected. Any tender accompanied by cheque in lieu of earnest money would be summarily rejected.
- 8.4 The earnest money deposit of the unsuccessful tenderers will be returned after 30 days from the date of opening of the tenders or on receipt of the written request for refund thereof.
- 8.5 The earnest money of the successful tenderer shall be adjusted against **security deposit Rs. 1, 00,000/- (Rs. One Lakh Only)** through Demand Draft drawn in favour of Director, I.G.I.M.S. - Patna. The security money shall be retained by the Institute for the full period of the contract as performance guarantee and shall be refunded without any interest after the completion of the contract.
- 8.6 The earnest money of the successful tenderer 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. The earnest money of the tenderer who intimates the withdrawal of his tender in breach of conditions of

- contract and who evades or refuses to sign the Contract Bond on acceptance of his tender within a period of its validity will also be liable to forfeiture.
- 8.7 The tender will remain valid for ninety days from the date of opening.
 - 8.8 No compensation will be allowed for fluctuation the market rates of materials and labour.
 - 8.9 Unless a person, who's tender, is accepted, have to sign the contract within 10 days after he is required to do so, the earnest money deposited by him will be liable to forfeiture and the acceptance of his tender may be withdrawn.
 - 8.10 The conditions of contract attached should be carefully studied by the tenderer before filling the tendered rates. No claim will be entertained afterwards.
 - 8.11 The successful tenderer shall be required to enter into an agreement with the Institute. The conditions of contract, the conditions of tender of the successful tenderer and the letter of acceptance of the tender would form a part of the agreement to be signed. The cost of the stamp paper required for the agreement will be borne by the Contractor.
 - 8.12 The technical bid will be opened on 23.09.2015 at 3.00 p.m. in the presence of such of the tenders who may wish to be present, either by themselves or through their authorized representatives.
 - 8.13 The Institute reserve the right to accept or reject any tender without assigning any reason thereof.
 - 8.14 The tenderer who do not fulfill all or any of the above conditions or are incomplete in any respect are liable to be rejected.
 - 8.15 The tenderer shall have to sign the attached declaration (Appendix A) and if the declaration is not signed it is liable to be cancelled and the earnest money will be forfeited and the contractor shall have not claim on the Institute.
 - 8.16 The tenderer is not allowed to make additions/alterations in the tender paper, such additions and alterations shall be the tender's own risk and the tender is liable for rejection. Conditional tenders shall not be accepted.
 - 8.17 Timing for running and opening and closing of shop will be laid down by the Institute.
 - 8.18 Sub letting of the shop will not be permitted.
 - 8.19 This contract is subject to the legal jurisdiction of Patna (Bihar).
 - 8.20 The contractor will get his employees verified from civil Police. No employee/visitor will be allowed inside institute who does not have security pass issued by the Institute.
 - 8.21 In Case of any dispute the decision of the Institute will be final and binding on both the parties.
 - 8.22 Salary of shop employees shall be decided by the shop contractor with the consent/agreement between them. However, he will pay min wages as fixed by Govt. from time to time for skilled & non skilled labor and the shopkeeper will be held accountable for violation of minimum wages act/Labour Act.
 - 8.23 Shops should be closed on the occasions as notified by the Director/Dy. Director, Administration /Medical Superintendent of the Institute. However, it may be kept open with mutual understanding between shop contractor and his employees. He should be ensured by them or they should be given a day off in lieu of holiday or given OT with a weekly off as agreed by the contractor & employees.

- 8.25 Shop contractor should pay salary, Incentives, bonus and other monetary benefits to the employees. He should pay them as applicable and should maintain record of such disbursements made by him to ensure that min wages are paid and there is no exploitation.
- 8.26 Institute shall provide space for the shop along with power supply but will not provide any furniture and fixture or any other such infrastructure to the contractor. The contractor shall install and arrange required furniture's and fixture and other required items at his own as per requirement. The tenderer shall run the stores at the specified space of approx. 850 Sq. Ft. All the repair / renovation work (Civil & Electrical) of the site (i.e. shop space) to make them suitable for establishment of General Store Shop will be done by the successful bidder at their own cost / expenditure. However, prior approval of the Institute authorities is required before starting of repair / renovation work. Electricity will be provided by the Institute on payment basis. The charges of energy consumption would be as per tariff of State Electricity Board.
- 8.27 Shop contractor should follow the labour laws of govt. of Bihar and terms and condition of the deed/agreement.
- 8.28 The Bidder shall have no manner or right, title or interest in any portion of the Institute premises including any space provided for running the stores.
- 8.29 The Bidder shall not sub-let/modify or carryout any alternation in the premises.
- 8.30 The Institute will have to complete rights to alter the designated place at their sole discretion.
- 8.31 The List of items proposed to be sold are detailed below. Prior approval should be obtained from the Director of the Institute for any additional items to be sold in the stores.
- 8.32 The tenderer shall ensure at all times to provide only hygienically prepared food and beverage and sell items of renowned brands and shall ensure maintenance of cleanliness in the matter of services, and surrounding area is kept clean and tidy at all times.
- 8.33 The tenderer shall ensure at all times that the disposal of wastes and garbage is done strictly in accordance with the instruction of the Management and as per the Air and Water (Pollution) Act.
- 8.34 Duration of opening shop- at least 12 hours a day (exact timings as mutually decided keeping in view convenience of students)
- 8.35 At Present we have approx 700 students (expected to increase up to 1200 in coming years), and approx. 1500 Staffs and their family members residing in the Institute campus.
- 8.36 The contractor shall deploy adequate number of staff.
- 8.37 The contractor will not renovate or change interiors without approval of the Institute authority. If approved the cost arising out of the same will be borne by the contractor.

ITEMS WHICH CAN BE SOLD IN THE GENERAL STORES

1. TOOTH BRUSH, PASTE, POWDER
2. FACE POWDER, COSMETIC ITEMS
3. BATH SOAPS
4. WASHING SOAPS, DETERGENETS
5. COMBS
6. HAIR OIL, SHAMPOO
7. SOAP NUT POWDER
8. PICKLES, SAMBAR ITMES
9. SHAVING CREAMS, SOAPS
10. SHAVING BLADES
11. MOBILE RECHARGE COUPON
12. ENERGY DRINKS/PROTEIN POWDER
13. NOODLES.
14. TOWEL/BED SHEETS
15. MILK POWDER, BADAM POWDER
16. COFFEE, TEA POWDER
17. CANDLES
18. MATCH BOXES
19. SAFETY PINS
20. MOSQUITO COILS/MATS
21. PLASTIC, STEEL ITEMS
22. CHAPPELS
23. DISPOSABLE CUPS/PLATES
24. GREETING CARDS, GIFT ITEMS
25. SUGAR/GLUCOSE
26. BUTTER/JAM/MASALA POWDER
27. GIFT ITEMS/TOYS ETC.
28. CHOCOLATE (Company packed)
29. CHICKEES/WAFERS/CHIPS ETC -DO-
30. DRY FRUITS -DO-
31. BICCUITS -DO-
32. UMBRELLA -DO-
33. MOBILE PHONE SET
34. PURSE/BELTS/BAGS ETC
35. Keep provision of Photocopier Machine for day to day use of Students / Staffs / Patient Attendant etc.

(ANY OTHER ITMES WITH THE PRIOR APPROVAL OF THE DIRECTOR, I.G.I.M.S. – Patna).Only standard brands can be used for sale of above items.

Signature of tenderer

Name.....

Full Address.....

& Telephone No.

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**DIRECTOR
I.G.I.M.S. - PATNA**

SECTION-II

Condition of the Contract

1. PERFORMANCE BANK GUARANTEE

The amount of Performance Bank Guarantee shall be liable to be forfeited if performance found unsatisfactory. The Performance Bank Guarantee is also liable to be forfeited if the contractor.

- (i) Fails to adhere to the terms of the contract.
- (ii) Delay in execution of work.
- (iii) Over charges
- (iv) Fails to maintain cleanliness and involves in selling items other and contracted for.

2. TERMINATION FOR DEFAULT

The Institute may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder terminate the Contract.

- (a) If the bidder fails to provide any or all of the services within the period(s) specified in the contract.
- (b) If the bidder fails to perform any other obligations(s) under the contract.
- (c) If the bidder, in the judgment of the Institute has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

3. ARBITRATION

The Contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the Institute and the Bidder in connection with or arising out of the contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to and settled by sole arbitration of the Director, I.G.I.M.S. - Patna who shall give written award of his decision to the Bidder. The decision of the Director, I.G.I.M.S. - Patna will be final and binding to both the parties..

PERFORMANCE BANK GUARANTEE (PBG)(For an amount of Rs. 1,00,000/-)

To,
The Director
IGIMS, Patna

WHEREAS (Name of successful bidder).....hereinafter called “Successful Bidder” has undertaken, purchase contract No.....dated...../...../2015 to (Description of Services) hereinafter called: the contract in pursuance of Tender Documents dated.....issued by.....

AND WHEREAS it is one of the terms of the tender document that the successful bidder has to submit a performance bank guarantee by a scheduled bank for entering into a contract.

AND WHEREAS it has been stipulated by you in the said contract that the successful bidder shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for the compliance with the successful bidder’s performance obligation in accordance with the contract.

AND WHEREAS We have agreed to give guarantee for the successful bidder.

1. THEREFORE WE hereby affirm that we are guarantors and responsible to you up to a total sum of Rs. 1,00,000/- (One Lakh Only) and we undertake to pay you, upon your first written demand declaring the successful bidder to be in default under the contract and without demur cavil or argument, any sum or sums within the amount as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.
2. A letter from your office that the successful bidder committed default in the due and faithful performance of all or any of its obligations under and in accordance with the contract shall be conclusive, final and binding on us. We further agree that you shall be the sole judge as to whether the successful bidder is in default in due and faithful performance of its obligations under the contract and your decision that he is in default shall be final and binding on us notwithstanding any differences between you and successful bidder or any disputed between you and him pending before and Arbitrator or any other court or tribunal or authority.
3. In order to give effect to this guarantee you shall be entitled to act as if we are the principal debtor and any change in our constitution or that of successful bidder shall not , in any way, or manner affect our liability or obligation under this guarantee.
4. You shall have liberty, without affecting in any manner our liability under this guarantee, to vary at any time, the terms and conditions of the contract or to extend the time or period for compliance or to postpone for any time the exercise of any of your rights or enforce or forebear from enforcing any of the terms and conditions of the contract and we shall not be related from our liability or obligation under this guarantee by any exercise of such liberty by you or other forbearance indulgence, act or omission on your part.
5. We undertake not to revoke this guarantee during its currency.
6. This guarantee shall come into force with immediate effect and shall remain in force and effect for a period of 11 months or until it is released by you pursuant to the provisions of the contract.

Signed and sealed this day of 2015 at.

SIGNED, SEALED AND DELIVERED for
and on behalf of (Name of the bank)

By:

Signature.....

(Name.....)

Designation.....

Address.....

ANNEXURE-B

Tender document for running General Store Shop in the premises of IGIMS, Patna to facilitate to students as well as staff members of the Institute.

PRICE BID:

Tenderer will quote the rent of the space allotted for the shop (minimum rent should not be less than Rs. 40, 000/- (Rs. Forty Thousand Only) per month:

For 1st Year: Rs. _____/- per month.

For 2nd Year: Rs. _____/- per month.

For 3rd Year: Rs. _____/- per month.

For 4th Year: Rs. _____/- per month.

For 5th Year: Rs. _____/- per month.

From,

Complete address of the bidder
With Phone/Fax & Mobile No.

Tender documents for running General store in the premises of IGIMS, Patna facilitate to students as well as staff members of the Institute.

Declaration of Bidder

From:

.....
.....
.....

Dear Sir,

1. I/We have understood the Instruction to the Bidder and Conditions of Contract and fully accept them.
2. My/our firm has not been convicted by the low of Court.
3. I/We agree to abide all terms and conditions mentioned in contract.

SIGNATUTE OF WITNESS

NAME

ADDRESS:

Date...../...../2015

SIGNATURE OF BIDDER

NAME

ADDRESS:

Date...../...../2015

Check List

01	Copy of valid License	
02	Affidavit for not convicted by the Court of Law	
03	Copy of balance sheet for the last three financial year or any other authentic document	
04	Copy of experience certificate for last three years.	
05	Copy of VAT clearance certificate	
06	EMD in the form of Demand Draft.	
07	Copy of the PAN Card to firm.	
08	Technical bid(all pages) signed by tenderer	
09	Financial bid(all pages) signed by tender	

(Signature of the Tenderer)
With name and Seal

Place:-.....

Date:.....