

MAHATMA GANDHI CENTRAL UNIVERSITY

(Notice Inviting Quotation)

On behalf of the Vice-Chancellor, MGCU, sealed item rate tenders are invited from reputed Service Providers and also from the organisations of the great repute to run the Tuck Shop for Stationary items with facilities of Printing and Binding & Photostat at **Mahatma Gandhi Central University, Motihari.**

The tender documents (non-transferable) along with detailed specifications and terms & conditions (available on) can be obtained from MGCU website www.mgcub.ac.in. Forms can be downloaded and used. Note the following important dates.

1. Date of commencement of Tender : **26th December, 2016**
2. Last date and time for receipt of Tender Document : **09th January, 2017**
3.00 P.M.

Date: 26th December, 2016

OSD (Administration)

COST OF TENDER- RS.500/- ONLY*

TENDER NO: MGCUB / Tuck Shop / 2016 - 17

TENDER DOCUMENT
FOR
RUNNING OF TUCK SHOP FOR STATIONARY
ITEMS WITH FACILITIES OF PRINTING AND
BINDING & PHOTOSTAT.

AT
Mahatma Gandhi Central University
P.O. Box No. 1, Motihari
District-East Champaran, Bihar 845 401

Tender document submitted by:

M/s. _____

Contains total 12 pages

This tender document is not transferable

*** To be paid in the form of Demand Draft drawn in favour of
Mahatma Gandhi Central University payable at Motihari**

TENDER TO RUN TUCK SHOP FOR STATIONERY ITEMS WITH FACILITIES OF PRINTING AND BINDING & PHOTOSTAT

The Mahatma Gandhi Central University is established by an Act of Parliament [under Central Universities (Amendment) Act 2014 (No. 35 of 2014)] of Indian Parliament, which received the assent of the President on the 17th December, 2014.

The territorial jurisdiction of the University is North of River Ganges in the State of Bihar (Motihari in East Champaran). Since the place was the “KARAMBHOOMI” of the father of the nation, where he successfully experimented with the idea of “SATYAGRAH” during the “NEEL ANDOLAN” at Champaran in 1917, therefore, the University is named as “MAHATMA GANDHI CENTRAL UNIVERSITY”.

At present, MGCUB in its initial stage of starting of the First Academic Session 2016-17 and is having strength of approx 350 students and about 100 Officers / Faculty and employees working in the University.

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 MGCUB Campus, Motihari (Bihar) for the students and staff of the University. The period of proposed contract will be one year: -

Eligibility:

The University will provide covered space on “as is where is basis” for which contractor has to pay additional Rent for the same as quoted in Financial Bid of tender document for tuck shop purpose. The contractor will have to get the Electricity from MESU through Electrical wing of MGCUB.

The interested agencies may visit the University site before filling the tender documents during office hours from 10.00 a.m. to 4.00 p.m. to have a pre-view of the area allotted for tuck shop for stationery items with printing and Photostat available to run the tuck shop. Their pre-visit will facilitate them to quote the most competitive/reasonable rate for a better understanding of the work to be executed. In case of any related query, the agency may contact Assistant/Deputy Registrar available at sight for such clarification.

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 tuck shop at Mahatma Gandhi Central University, Motihari initially for a period of one year from the date of entering in to Agreement and further extendable on the basis of satisfactory services, to be decided by MGCUB Management from time to time.

The tender details are available on the **MGCUB websites <http://www.mgcub.ac.in>** The bidders can download the Tender documents from the website and should attach a separate DD/Pay Order of Rs. 500/- (Non refundable) as tender cost, in favour of Mahatma Gandhi Central University, Motihari along with the bid document. The tender document, downloaded from the MGCUB website will not be considered without tender cost.

The tender documents complete in all respect is required to be submitted along with the **E.M.D. of Rs. 50,000/-** (Rupees Fifty thousand only) in the form of D.D. drawn in favour of **Mahatma Gandhi Central University** payable at “**Motihari**”. The EMD in the form of DD should be kept with the Technical Bid. **The last date to submit the completed tenders in the office of the OSD (Administration), Mahatma Gandhi Central University, “Camp Office” Near O.P. Thana, Raghunathpur, Areraj Road, Motihari – 845 401 is on or before 9th January 2017 at 3.00 P.M. through Regd. / Speed Post / Courier only.**

The Technical and Financial Bids should be kept in a separate sealed covers, with “**Technical Bid**” and “**Financial Bid**” super scribed on the envelope. These two sealed covers may be kept in another

sealed cover along with the tender documents, with “**Tender for Tuck Shop for Stationery items with facilities of Printing and Binding & Photostat**” subscribed on the envelope. The name and address of the Agency/Firm must be mentioned on each envelope. **The Technical Bids will be opened on 10th January, 2017 at 04:30 P.M. in the office of OSD (Administration) of the University**, in the presence of the tenderers or their authorized representatives. The date to open the Financial Bid will be announced later on the institute website. Tenderers are required to visit the institute website regularly for updates. Incomplete tenders and those without proper E.M.D. shall be summarily rejected.

The Bids documents submitted shall be scrutinised through 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 12th January, 2017 at **04.00 PM**, in presence of attending technically qualified bidders or their authorized representative.

OSD (Administration)

TECHNICAL BID

(Keep this Technical Bid in Separate Sealed Envelope)

(Technical Bid should be kept in separate sealed cover super scribing “Technical Bid” on it).

1. Name of Tenderer and Agency. :
2. Details of E.M.D. (Rs.50,000/-)
Draft No. Issuing Bank & Branch-----
Amount: _____
3. Details of Experience in the similar Field (attach copies from the Agency)

S. No.	Period		Organization	Details of Stationery services
	From	To		

4. Infrastructure available with the Agency (Yes/No)

- i) Photocopy Machine (B/W & Color) : _____
- ii) Computer (with latest Hardware & Software) : _____
- iii) Laser Printer (B/W & Color) : _____
- iv) All Office, Academic and students stationery : _____
- v) Binding Machine (with all Binding Materials) : _____
- vi) Any Other Information : _____
- vii) PAN card No. of Tenderer : _____
- viii) Copy of PAN card of Tenderer : _____
- ix) Registration. No. : _____
- x) Contact No. : _____
- xi) Mobile No. : _____
- xii) Address : _____

Date:

**Signature of the Bidder
With seal**

Terms and Conditions For the award of tuck shop for stationery items with facilities of Printing and Binding & Photostat Contract for Mahatma Gandhi Central University Motihari (Bihar)-845 401.

1. The contract will be awarded only to the overall successful bidder and offering the 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 NBPDCCL divided by number of units consumed except penalty or arrear. The payment shall be made in favour of MGCUB, Motihari 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 MGCUB authority if MRP is not printed on the product, rates should not be charged more than the prevailing Market Rate.
3. Tenders shall be submitted in official tender form only. If submitted in any other form the same shall be summarily rejected.
4. 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.

- (v) 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.
- (vi) In case of 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 should be clearly super subscribed as “Tender for MGCUB Stationery Tuck Shop for Stationary Items with facilities of Printing and Binding & Photostat” addressed to the **office of the OSD (Administration), Mahatma Gandhi Central University, “Camp Office” Near O.P. Thana, Raghunathpur, Areraj Road, Motihari – 845 401** on or before 09th January,2017 up to 3:00 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 **Mahatma Gandhi Central University** payable at “**Motihari**”.
12. The Earnest Money deposit of the successful bidder shall be liable to be forfeited if he does not fulfil any of the following conditions.
- (i) An agreement is signed by sole proprietor/firm 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.
13. 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 bidder withdraws or alters the terms of the tender during the period, the Earnest Money Deposit shall be forfeited. In the case of the successful bidder, rates quoted shall be valid for the entire period of the contract or as mutually agreed upon in case of any changes.
14. Corrections, if any, must be attested.
15. Late tenders will not be considered.
16. Mahatma Gandhi Central University, Motihari (Bihar) reserves the right to accept or reject any or all the offers either fully or partly without assigning any reasons.
17. The contractors shall be responsible for engaging adequately trained manpower required for providing good Stationery Services in the University and arrange payment to the staff engaged as Per Labour laws, minimum wages Act. PF, ESI, & Service Tax provisions etc.
18. 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.
19. The contractor will, prior to the commencement of the operation of contract, make available to MGCUB 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.

20. The contractor shall be responsible for the payment of wages and allowances to his staff as per Minimum Wages Act of Labour Law in force, Haryana State in force and all statutory dues to the persons employed by him.
21. The Contractor shall be further responsible for proper discipline for the employees engaged by him and their work besides observing other obligations.
22. No child labourers shall be permitted by MGCUB under this contract. 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 / labour, the contractor shall be responsible and liable for the same. Further, in the event any claim, action or suit is imposed against MGCUB, the contractor shall be required to reimburse to MGCUB any payment made under such orders or judgments of any competent.
23. Authority which it may be liable to pay as a Principal Employer as and when such liability is determined. MGCUB shall also have the right to deduct these amounts from the payment due to the contractor while settling the payments.
24. The contract shall remain valid initially for a period of one year from the date of award of the contract/agreement and shall be reviewed from time to time for further extension as mutually agreed upon. 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, MGCUB 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. MGCUB's decision that a breach has occurred will be final and binding to the contractor.
25. 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, labour laws or any other laws both Central & State in force related 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.
26. The contractor shall be responsible to maintain the premises, equipment and other articles supplied by the MGCUB 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.
27. MGCUB shall in no way be responsible for any default with regard to statutory obligation and the contractor will indemnify MGCUB in case of any damage, which may arise on account of action of contractor.
28. 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, MGCUB at Motihari under Arbitration and Conciliation Act, 1996 and the Rules framed there under. Any Arbitrator appointed shall not have the jurisdiction to pass any award.

29. 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 MGCUB & 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.
30. The contractor will follow the instructions of designated officers of MGCUB 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.
31. On termination of the agreement, the contractor will hand over the building, all the equipments / articles as supplied by the MGCUB in good working condition back to MGCUB, if any.
32. 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.
33. All work shall be carried out with due regard to the convenience of MGCUB. The orders of the concerned authority shall be strictly observed.
34. The contractor will work in closed co-operation and co-ordination with other agencies working at site.
35. 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 MGCUB and the occupants, while ensuring weekly offs of his / her employees as per statutory requirements.
36. The contractor shall be fully responsible about the conduct of his employees and shall ensure that their behaviour 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 so Designated Officer in this regards shall be final and binding on the contractor.
37. MGCUB is not bound to provide any mode of transport in respect of men or material required for the contract.
38. 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.

39. The contractor shall deposit Rs.1,00,000/- (Rupees One lacs Only) as Security Deposit with MGCUB including the EMD of Rs. 50,000/- deposited with the tender which will be returned after the successful completion of contract and after adjusting dues if any, of the contractor to MGCUB. However, no interest shall accrue on this deposit. The EMD of successful tender will be converted as security deposit and the EMD of unsuccessful tenders will be refunded.
40. 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.
41. The workmen employed by the contractor shall be directly supervised and controlled by the contractor and shall have no relation whatsoever with **Mahatma Gandhi Central University**, Motihari (Bihar). MGCUB 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 MGCUB for service or legalization of services by virtue of being employed at MGCUB against any temporary or permanent posts at MGCUB.
42. No responsibility will be taken by the MGCUB for credit sales to students and others, losses or pilferage.
43. The work executed shall be to the satisfaction of the MGCUB, Motihari.
44. The contractor shall ensure that either he himself or his representative is available for proper Administration and supervision at the works.
45. The location may be changed from time to time as per the convenience of MGCUB 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/ 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 MGCUB in the same condition as at the time of allotment.

SERVICES TO BE PROVIDED BY MGCUB TO RUN TUCK SHOP FOR STATIONERY ITEMS WITH FACILITIES OF PRINTING AND BINDING & PHOTOSTAT.

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 Aluminium 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 MGCUB authorities and students specified from time to time.
3. To provide the stationery services to MGCUB staff and students at competitive rates. This shall not be more than the MRP and Market Rate in any case.
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 MGCUB for monitoring the quality, specification and rates and act as per the advice and instructions of the said committee / management of MGCUB.
6. To display rates of all major items and photocopy charges in the shop.
7. The contractor shall be responsible to ensure the conduct and behaviour 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 MGCUB against any liability towards noncompliance of any of the statutory obligations required to be fulfilled while operating such service in the premises of MGCUB.
10. The contractor shall disburse wages to the staff deployed in the stationery shop as per the prevalent minimum wages act and also amendment applicable from time to time besides fulfilling all other statutory obligations of PF, ESI Service Tax etc.
11. To ensure security of moveable and immovable property of MGCUB 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. MGCUB administration & students shall have freedom to procure stationery items from open market.
15. MGCUB 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.

Office of the OSD (Administration)
MAHATMA GANDHI CENTRAL UNIVERSITY
P.O. Box No. 1, Motihari, District-East Champaran, Bihar – 845 401 (India)
Website: www.mgcub.ac.in; E-Mail: osdadmin@mgcub.ac.in
FINANCIAL BID

(Keep this Financial Bid in Separate Sealed envelope)

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

1. Name of Tenderer and Agency :
2. Period of Contract : As per Tender Document
3. Registration No. of the Agency :
4. PAN No. :
5. Please Specify as to whether Tenderer is :
Sole Proprietor/Pvt. Ltd./Partnership firm
(Name of the partner should be specified
in this case).
6. Monthly Rent for use of MGCUB Premises.
 - i) Reserve price as Rent of Rs. 10,000/- (Rupees Ten Thousands only) per month plus 10% annual increase, if extended.
 - ii) Monthly Rent offered to pay by the tenderer is Rs.....
 - iii) If the agency will utilise the generator services of the University, the charges per hour will be decided between agency and University and will be fixed as mutually agreed upon.
7. The contractor should be ensured to install good quality Photocopier Machines, B/W and colour Printer and will charge as per the given below:

No.		Size	Rate per page	Bulk Rate
i)	Black & White Photocopy	A4 size paper		
ii)	Black & White Photocopy	A3 size paper		
iii)	Black & White Print out	A4 size paper		
iv)	Black & White Printing	A3 size paper		
v)	Coloured Photocopy	A4 size paper		
vi)	Coloured Photocopy	A3 size paper		
vii)	Binding Rates*			

* The Agency may quote various rates for various sizes of records with various options on a separate sheet.

However, for the items not covered in the above box, the rate will be charged as mutually agreed upon between contractor and user.

Signature of Bidder with complete Address:

Dated

To

OSD (Administration)
Mahatma Gandhi Central University
P.O. Box No. 1, Motihari
District- East Champaran, Bihar-845 401.

Ref.: Tender No. _____

Sir/Madam,

I/We the undersigned (hereinafter known as “The Contractor”) hereby apply for grant of contract for running the **MGCUB Tuck Shop for Stationery Items with facilities of Printing & Photostat.**

1. MGCUB Tuck Shop for Stationery Items with facilities of Printing and Binding & Photostat at MGCUB, Temp-Camp Office, Zila School, Motihari.
2. I/We have gone through all the Terms and conditions and also the schedule of items as enlisted by you in Notice Inviting Tender for the subject under reference.
3. I/We, hereby confirm that we have understood all the Terms and Conditions and confirm my/our commitment to abide by them. In case of any discrepancy/dispute or wrong/incorrect nomenclature in the schedule, the decision of MGCUB shall be final.
4. I/We also confirm my/our commitment to provide the material as enlisted in schedule of item with your Notice Inviting Tender under reference.
5. I/We have experience of ____ years for running Canteen in a Government Sector/PSU/Educational Institutions / Private Institutions at places/offices at:

S. No.	Name of the Agency & Address	Name of the concerned representative with Designation	Contact No.
1			
2			
3			
4			

6. I/We enclose herewith Experience/Performance/Certificate duly signed by Principal/Director/Manager of _____.
7. I am/we are enclosing herewith a DD bearing Sl. No. _____ dated _____ (Bank Name _____) Branch Name _____) for Rs.50,000/- drawn in favour of “Mahatma Gandhi Central University” payable at “Motihari”. I/We understand that the amount will be forfeited, if the applicant who is awarded the contract refuses to accept the contract.
8. I/We understand that I/We shall have to deposit a Security Deposit of Rs. 1, 00,000/- as refundable security deposit in favour of Mahatma Gandhi Central University - Motihari before signing the “Agreement” in case I am/we are awarded the contract. This deposit will not bear any interest and shall be refunded on termination of contract after adjusting dues, if any.
9. In case the contract is awarded to me/us, I/We shall sign an agreement within 10 days (on a non-judicial stamp of paper prescribed value) of the receipt of the letter awarding the contract.
10. I/We _____ S/o _____ R/o (local address) _____ Permanent Address _____ solemnly state that I/We have not so far been black listed by any of the institutions/Offices in which I/We have worked/run Canteen.

Date :

Signature of Bidder with complete Address:

