



Tender Document



Cycle Shop **Indian Institute of Technology Bombay**

We are in the process of selection of Cycle Shop in the campus. The terms and conditions on which the contract is to be awarded are given in the following pages and are divided under the following headings:

- Dealer contract for Cycle Shop followed by terms and conditions along with responsibilities of the dealer
- Rules pertaining to the daily functioning of the Shop
- Penalties for violation of rules
- Format for Technical Bid
- Prices of services and products
- Rules regarding selling of old cycles
- On-call repair service
- Annual Maintenance Contract on Cycle Pooling System

Interested dealers are welcome to participate in a pre-bid meeting and inspection of the cycle shop premises on **15th July, 2016**. Please be present at Hostel – 3 Mess for this purpose. If you prefer a different time or date, then please send an email to osamaadilkhan25@gmail.com

The agenda of the pre-bid meeting is as follows:

Student representatives will tell the dealer about the ground realities of the operation of the Shop. Associate Dean Student Affairs will tell them about salient points of the terms and conditions and also the procedure of selection and then student representatives will respond to queries of the prospective dealers, if any.

The deadline for submission of technical, containing documents stated in later part of this tender document, along with an EMD is **4 PM, 26th July, 2016**. EMD amount is **Rs 50,000/-**. Demand draft of this amount should be made in favor of Registrar, IIT Bombay payable at Mumbai. The EMD amount will be refunded to unsuccessful bidders at the time of the award of the contract. Address for submission of the bids is

Dean (Student Affairs)
1st Floor, Main Building,
IIT Bombay, Powai,
Mumbai-400 076

Technical bids must be submitted in sealed envelope. Interested dealers should submit a single technical bid.

The technical bids will be opened at **28th July, 2016, 4 PM** in the office of Dean (Student Affairs).

TERMS AND CONDITIONS ALONG WITH RESPONSIBILITIES OF DEALER.

The important terms and conditions are listed below:

1. The Contract Agreement would be for a period of 11 months and subsequently, may be renewed every year for an additional period of one year or part thereof, subject to satisfactory performance.
2. Within 15 days of execution of the agreement, the dealer will be required to provide a refundable interest free Bank Guarantee of Rs. 20 thousand. This Bank Guarantee should be from a scheduled nationalized bank, and will be held against in default in performance and violations of terms and conditions. This Bank Guarantee shall be effective for a period of 13 months.
3. The dealer contractor has to pay license fee of Rs. 500/- per month for the first year and at such rate as may be fixed by the Institute for the subsequent years.
4. The dealer will pay Rs. 500/- towards water charges every month. Wastage of water must be avoided.
5. Electricity shall be provided by IIT Bombay and the Bill has to be paid by the Dealer.
6. Contractor must submit all necessary statutory documents, as stated in later part of this document.
7. The dealer should adhere to the provisions of the Provident Fund Act, the Minimum Wages Act and other such acts which are applicable.
8. The dealer should ensure that the payment is made to the labourers as per Minimum wages act to the satisfaction of the licensee.
9. The Dealer shall not employ child labourer. Upon violation of this requirement, legal action would be taken.
10. Major civil and electrical works will be attended to by IIT Bombay. Minor maintenance jobs such as replacement of light bulbs, tube lights etc. are the responsibility of the dealer in contractor.
11. All the equipments required for the Cycle shop have to be purchased by the Dealer itself.

- 12. No accommodation, no changing/resting room, will be provided to the workmen of the dealer.**
13. Only those dealers who have establishment in Mumbai and adjoining areas shall be considered.
14. The Cycle Shop contract will be reviewed from 6 months of start duration and further decision will be taken on performance of dealer.
15. Issues related to cleanliness and shopkeeper in the shop:
- (a) Cleaning and housekeeping of shop area will be the sole responsibility of the dealer.
 - (b) Workers should be provided the necessary training so as to maintain the highest possible standard of skills, as is expected.
 - (c) IIT Bombay / Hostel would reserve the right to check on cleanliness and upkeep of premises and quality of provisions**
16. It is the responsibility of the dealer to maintain and display a '**Price Chart**' having details of all the pre-decided prices of services agreed between the dealer and IIT Bombay authorities. Fine is liable to be imposed if not adhered as per Annexure 1
17. Any modifications/changes to be made in the prices has to be proposed to/by the General Secretary, Hostel affairs, and a final approval should be taken from the Dean, Student Affairs
18. Dealer should not outsource the contract given to him to some other party in any case. If found the contract would be terminated immediately and the dealer will be blacklisted for entering in IITB in future
19. Maintenance of all the equipments being used by the dealer is solely the his responsibility
20. Shop timings are from 10 AM to 6 PM on all days of the week. Shop may remain closed on all days marked as holidays in IIT Bombay's List of Holidays
21. The payment for SWS Cycle pool will only begin once the cycle pool is functional. In case the service is found unsatisfactory, all clauses pertaining to SWS Cycle pool shall be removed from the contract and alternate arrangements will be made by SWS.
22. The owner (IIT Bombay) contains the right to accept or reject any tender(s) without assigning any reason.

Annexure 1
PENALTIES FOR VIOLATION OF RULES, TERMS AND CONDITIONS

The dealer will be fined in case of violation of the following rules:

1. If the Shop is found without the price chart, then it will attract a minimum fine of Rs. 500/- per complaint.
2. Any complaint about selling the services or products (except cycles) at a higher price than the pre-decided price will attract a minimum penalty of Rs. 1000/- per incidence.
3. Any complaint about selling cycles at a higher price than the pre-decided price will attract a minimum penalty of Rs. 5000/- per incidence.
4. Any complaint about selling any service / product without the permission of concerned authorities will attract a minimum penalty of Rs. 500/- per incidence.
5. For any rule stated in the agreement first violation of the rule implies fine as per the rule. Second and subsequent violations of the same rule on a different day of previous fine will attract triple the initial amount of fine on the contractor.
6. The final decision of fines being imposed lies with Dean SA office
7. For the SWS Cycle pool, if a cycle is not serviced in a month, corresponding amount will be deducted from final payment, as well as attract a penalty of 100% component(s).
8. If the dealer fails to maintain the records of cycles of SWS cycle pool then it will attract a minimum fine of Rs. 500/- per incidence

**APPLICATION FOR CONTRACT FOR CYCLE SHOP IS TO BE SUBMITTED TO THE
UNDERSIGNED ON SEPARATE SEALED ENVELOPE**

Proforma for the Technical Bid

Name of the party:

1. Name(s) of the Proprietor(s)/Partner(s):

2. Contact Address

3. Contact Phone: _____

Fax: _____

e-mail address: _____

Cell phone: _____

4. Major establishments in/ around Mumbai:

(i) _____

(ii) _____

Signature of the Proprietor(s)/Partner(s) or Authorized Representative

Date: _____

Name of the Signatory: _____

Place: _____

Designation: _____

Stamp

Information to be provided with the Technical Bid

1. Details of Experience of handling Cycle Outlet: Current and Earlier (during last 2 years). Please include copies of Audited Profit & Loss Accounts for values of Rs.1 lakh and above for contract periods of one year. For the purpose of evaluation it is necessary that the dealer must have executed 1 work order of 80% or 2 work orders of 60% or 3 work orders of 40% of a notional value of Rs. 50 Lakhs over one year period in last 4 years.
2. Any other pertinent information.

Documents to be provided with the Technical Bid

1. Two References establishment where dealer has provided service in the past or present.
2. Photocopy of the following documents:
 - a) Bank solvency certificate
 - b) Income tax return certificate -last three years
 - c) Copy of PAN Card
 - d) Details about PF/ESIC registration (If applicable)
 - e) Balance Sheet - last 3 years
 - f) Partnership deed (If applicable)
 - g) Sales Tax certificate
 - h) Shop Establishment Registration certificate from Municipality

Please note that bids without the information and documents mentioned above will be rejected without further consideration.

PRICES OF SERVICES AND PRODUCTS

SNo.	Services	Price INR
1	Puncture in Tube (each)	15
2	Oiling Chain	15
3	General Servicing of the Bicycle (Things you will cover in the General Servicing) - washing, ball bearing change, oiling & greasing, fork seat handle Chain alignment	120
4	Braking checking or Chain alignment	15
5	Greasing of chain/brakes	15
6	Full Painting of cycle	900

PRODUCTS

- Dealers must quote the Discount they are to offer on the MRP of the products to be sold and above the services quoted above. The MRP of products will be submitted to the SWS Office prior to the sale of any product
- Final Selling Price on shop = MRP of the product - x% of MRP discount offered by contractor.

All dealers are expected to quote the x% of discount

- Any new product to be sold on the shop is to be cross verified beforehand with Hostel Affairs Council and then signed by SWS Chairman.
- As a relaxation to the existing vendor, a 10% edge on the lowest bid offered by other vendors will be given to the existing vendor.
(For Eg: The existing contractor can win the bid even on 7.20% discount (x) when compared to the maximum discount offered by other vendors being equal to 8% but will not win the bid at 7.19% or less)

Selection Procedure:

1. The Vendor needs to quote a “X” percent discount on the pre-decided prices by the Hostel Affairs Council as mentioned. Visits will be made by a student team to shortlist the top vendors.
2. The highest bid for X among the shortlisted vendors will be awarded the contract.
3. The final decision will be made depending on presentation and after satisfactory visits to the already running outlet outside of IIT Bombay.

RULES REGARDING SELLING OF OLD CYCLES:

- Old cycles are pertained to availability
- Models may change as per the demand and need of students
- **No old cycle could be sold at more than 40% of the present MRP**

ON-CALL REPAIR SERVICE

In the condition where cycle is not in the condition to be taken to the shop for repairing due to its damaged parts. The students may call the service of shopkeeper to their respective place to get the issue addressed.

ANNUAL MAINTENANCE CONTRACT of the cycles involved in Cycle Pooling System:

The AMC will include all the cycles involved in Institute’s Cycle Pooling System. The dealer must follow the points stated below:

1. Monthly check of the cycles in the central SWS (Student Welfare Society) cycle pool
2. Basic service of each cycle under SWS pool are to be monthly checked which involves Chain alignment, air filling, gracing / oiling of chain with **Rs 20** per cycle. It also includes identifying any further issue with cycles and reporting the same to the SWS in details
3. It is the responsibility of the dealer to maintain the records of each cycle in the system and update the same online (or submit a document in SWS Office) within 2 working days of date of service. The payment of the AMC shall be in accordance to the details submitted to the SWS Office

NOTE: The Payment and maintenance will be activated when the cycle pooling is full fledged. However, the dealer should agree to the terms as mentioned here.