



# NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI-620015 Tamil Nadu, India

Website: <http://www.nitt.edu>

Contact No.: +91-431-2503000, 2504000

## TENDER DOCUMENT

Tender initiated by the  
ESTATE MAINTENANCE DEPARTMENT

Email: [rnarayanan@nitt.edu](mailto:rnarayanan@nitt.edu)

Contact No.: +91-431-2503831

Tender Notification No.: NITT/EMD/SHOPS/Category-IV/2019/04

Dated: 04-01-2019

Category – IV

1. Tea & Snacks stall.

Name of the Tender Document	:	Tender for allotment / Licensing of the Shops. Purpose of the shops given in the page No.: 23 & 24
<b>Type</b> of Tender Document	:	Two Bid System (Technical Bid & Price Bid)
<b>Area</b> for each Shop	:	Details given in the page No.: 23 & 24
Minimum <b>License Fee</b> for each shop	:	Details given in the page No.: 23 & 24
<b>EMD Amount</b> for each shop	:	Details given in the page No.: 23 & 24
<b>Period of Tender Contract</b>	:	Two years from the date of allotment/occupancy (whichever is earlier) by the successful tenderer.
<b>Pre-bid Meeting:</b> Date, Time & Venue	:	11-01-2019 at 3:00 pm & Hall A-13 (Separate intimation will not be sent)
<b>Last Date of submission of Tender:</b> Date, Time & Venue	:	21-01-2019 up to 3.00 pm. Despatch Section in the Admin Block, First floor of the Main Office.
<b>Date of Opening Technical Bid:</b> Date, Time & Venue	:	22-01-2019 at 2:30 pm Central Store Section in the Admin Block, Ground floor.
Address for submission of Tender	:	The Director, National Institute of Technology- Tiruchirappalli, Tiruchirappalli – 620015, Tamil Nadu, India
		<b>Kind Attn.:</b> The Executive Engineer, EMD, NITT.
		Phone: 0431 – 2503831
		Email: <a href="mailto:rnarayanan@nitt.edu">rnarayanan@nitt.edu</a>
Date of opening <b>Price Bid</b> : Date, Time & Venue	:	Will be communicated later through e-mail / Mobile / NITT website.

**Note :** The Institute shall not be responsible for any postal delay about non-receipt / non delivery of the bids or due to wrong address.

**NATIONAL INSTITUTE OF TECHNOLOGY, TIRUCHIRAPPALLI-620015**

**ESTATE MAINTENANCE DEPARTMENT**

Tender Notification No.: **NITT/EMD/SHOPS/Category-IV/2019/04**

Dated: **04-01-2019**

**NOTICE INVITING TENDER**

The National Institute of Technology (NIT), Tiruchirappalli invites **Tender Document** from the eligible firms/individual/proprietor/Agencies to apply for the Tender of the Institute.

**About NITT**

The National Institute of Technology (formerly known as Regional Engineering College) Tiruchirappalli was started as a joint venture of the Government of India and the Government of Tamil Nadu in 1964 with a view of catering to the needs of man-power in technology for the country. The National Institute of Technology Tiruchirappalli offers Under Graduate Courses in ten branches and Post Graduate Courses in twenty one disciplines of Science, Engineering & Technology besides M.S. (By Research) and Ph.D. in all the departments. There are 27 boys and 06 girls' hostels in which 6200 undergraduate, postgraduate and MS/Ph.D. students are accommodated. There are nearly 2000 residents in NITT quarters. More details about NITT are available at our website [www.nitt.edu](http://www.nitt.edu)

**DETAILS ARE AS FOLLOWS:**

License Fee	:	License Fee shall be quoted by the Tenderer. <b>Details given in the page No.: 23 &amp; 24</b>
GST	:	GST @ 18% or at applicable rate payable on the license fees to be borne by the occupant.
Water charges	:	Water charges for actual consumption should be paid in addition to the license fee. (Water charges at present Rs.60/kL. It may vary if water charges increased by TWAD)
EB charges	:	EB charges at commercial rate for actual consumption should be paid in addition to the license fee during the license period and should be remitted on their own as per meter reading. Any increase in rates proposed by TNEB will have to be borne by the occupant.
Periodicity of payment:	:	License Fee together with allied charges (Electricity and water charges) shall be payable on or before 15 <sup>th</sup> of every month.
Eligibility Criteria	:	1. The applicant should have appropriate experience of three years to run the shop quoted for. All necessary documents (copies) required like License, Shops and Establishments Registration, GST Registration and etc., should be submitted along with the tender document (Technical Bid).



- e) One self-attested Passport size photographs should be pasted on the tender **Form (A)**.
- f) A self-declaration to the effect that the firm/individual is not blacklisted by any Govt. Organisation and that no criminal case or any economic offence is pending under any Court of Law / Registered with Police (**ANNEXURE – III**).

**IMPORTANT NOTE:-**

- i) Price bid once submitted with tender cannot be revised (unless or otherwise negotiated after opening of bid).
- ii) The person who withdraws their tender after bidding will be **debarred for next three years** from tender quoting with the Institute. His/her earnest money deposit shall also be forfeited.
- iii) **The person who is already holding a particular shop at NITT will not be allowed to apply for the same trade till the date of completion of license period/clearance of dues whichever is earlier.**
- iv) The licensee shall ensure provision and sale of quality products and in no case substandard, spurious, soiled, poor quality, damaged, articles with date of expiry already over etc. would be stocked or sold by the licensee. Breach of these conditions may also entail immediate suspension and cancellation of the license. The products shall conform to the rules & regulations and other laws of the Govt. regarding their sale.
- v) In the event of breach or non-observance of any of terms and conditions of this licence, the Director may forfeit the Security Deposit either in full or in part and may levy fine upto Rs.2500/- per breach. This will be without prejudice to any other action
- vi) The applicant should submit all necessary copies of **FSSAI License and other certificates** issued to them (applicable to the relevant shop).
- vii) The Licensee will neither store nor trade in any psychotropic drugs/material, Liquor, Bidi, Cigarette, Pan Masala etc. The licensee shall also ensure 'NO SMOKING' inside the premises and will also display "No Smoking" sign board in the allotted premises and he and his/her employees if any will always observe good behaviour and courtesy towards the customers.
- viii) The service charge or any other charges/taxes (if any) as applicable from time to time shall have to be paid by the licensee separately.
- ix) The licensee shall not utilize any additional common space other than the allotted area of shop. The encroachment in service passage, staircase area and other open space shall not be allowed and will attract penalty.
- x) If the firm/Agency being declared as insolvent by the court of law, the license shall be cancelled.

## **SCOPE OF WORK**

- To run Tea and snacks stall in 4 locations mentioned as below.
- The list of items that should be sold is mentioned in **Annexe II (A)**.
- The company/ bidder can appoint distributors/Agency to handle the shops.
- A bidder can apply for any or all of the three categories, but once the bidder wins a category his application for the other two won't be considered and automatically the next highest bidder will be chosen.

<b>S.No</b>	<b>Shop Number</b>	<b>Zone and Location</b>
<b>Shop - I</b>		
1.	BHZ-03	Near LHC, Boys Hostel Zone
2.	BHZ- 08	Near Pearl Hostel, Boys Hostel Zone
3.	BHZ-10	Near Mega Mess – II, Boys Hostel Zone (Institute Booth)
4.	BHZ-21	Near Beryl, Boys Hostel Zone
<b>Shop - II</b>		
5.	BHZ-02	Near LHC, Boys Hostel Zone
6.	BHZ-09	Near Amber, Boys Hostel Zone
7.	BHZ-18	Near Zircon A, Boys Hostel Zone (Institute Booth)
	INZ-12	Near Sports Center, Institute Zone
<b>Shop - III</b>		
8.	BHZ-07	Near Garnet- C, Boys Hostel Zone
9.	BHZ-20	Near Aquamarine, Boys Hostel Zone
10.	GHZ-04	Opal, Girls Hostel Zone (Constructed Building)
11.	INZ-06	Near Orion, Institute Zone
12.	INZ- 09	Near ICE Department, Institute Zone

## **TERMS & CONDITIONS**

- (1) Tender should invariably be submitted in “Two Bid” system containing two parts as detailed below, in separate sealed envelopes, duly page numbered and indexed along with self-attestation on each page

**Bid – I:** Technical Bid in one sealed cover **containing Demand Draft of Earnest Money Deposit**, relevant documents in support of eligibility criteria as mentioned in our tender document; terms and conditions (tender document) each page duly signed

**Bid – II:** Price Bid / Financial Bid in separate sealed cover containing **quote for rent of the shop**

- (2) **Earnest Money Deposit:**

Each Tenderer should submit a Demand Draft for specified EMD amount (given in the **ANNEXURE – V**) against each shop. Earnest Money Deposit mentioned in **FORM “C”** drawn on any Nationalized Bank in favour of **“The Director, NIT Trichy -15”** payable at Tiruchirappalli towards Earnest Money Deposit (EMD). **Tender received without Earnest Money Deposit shall be summarily rejected.** Cheques will not be accepted. The Demand Draft towards EMD amount **should be kept in a separate envelope** along with Technical bid (BID-I).

Earnest Money deposit for unsuccessful bidder shall be refunded within 60 days from the date of finalizing the tender. In case of successful tenderer, earnest money deposit will be adjusted towards the Security Deposit or it may be forfeited in case the successful tenderer refuses to accept the award of license or fails to complete the required formalities and occupy the premises within the specified and permitted time/ delay in starting the actual operation beyond the permitted time. No bidder shall be permitted to retract the bid. In the event of dispute between the bidder & Institute, the dispute shall be decided by Director NIT Tiruchirappalli. The decision in this respect shall be final and binding on all persons offering bids in this tender document. The bids offered in any other manner except hereto before mentioned shall not be considered.

**(3) Security Deposit:**

Successful tenderer should deposit a sum equivalent to **12 months of License fee as quoted in your tender document** as Interest free Security deposit and the same will be returned without interest after the license period is over and after key(s) of the licensed building is handed over by the occupant by vacating the shop. Refund will be subject to full settlement of dues payable to NITT and adjustment against damages, if any, or any other amount payable.

**(4) Licence Fee:**

License Fee shall be quoted by the Tenderer. The GST 18% for License Fee will be extra chargeable to allotted the shop

**(5) PAYMENT OF LICENCE FEE:**

The successful bidder shall pay the licence fee every month in advance on or **before 15<sup>th</sup> of every month** after allotment. The subsequent instalments of licence fee is also to be deposited in advance, as per the schedule to be mentioned vide separate letter issued by the Institute. If the licensee fails to deposit the licence fee in advance, the penalty clause is as under

**PENALTY OF LICENCE FEE:**

Duration	Penalty
Within 1st Fifteen days from due date	5% of Licence Fee
16 Days to 30 Days from the due Date	10% of Licence Fee
31 Days to 60 Days from the due Date	20% of Licence Fee
Above 60 Days from the due Date	Contract will be terminated

**(6) Evaluation Criteria:**

**1) Technical Evaluation Bid:-**

The evaluation of Technical Bid is based on marks system and the maximum marks for Technical Bid is 50 marks. The bidder has to score minimum 25 marks for Technical Evaluation Bid to be eligible for consideration of Financial Evaluation Bid. The criteria of awarding the marks for technical evaluation is as under:-

S.No.	Subject	Marks
01	No. of Outlets (Minimum 1 outlet will get 20 marks and 5 marks for each additional outlets limited to 3 maximum )	30
02	Performance report of shop in the Government / Semi-Government Institutions / Organizations / Educational Institution	5
03	Experience Minimum of 3 years: 5 marks More than 3 years up to 6 years: 10 Marks More than 6 years: 15 Marks	15

Financial bid will be opened only for those who qualify Technical Evaluation Bid.

## **2) Financial Evaluation Bid:-**

The Financial Bid will be evaluated based on two parameters as mentioned below [Parameter (a) & Parameter (b)]:-

### **Parameter - (a) Total Rate Score**

The bidder who has quoted the lowest price will be assigned a score of 100 in parameter (a). The other bidders will be allotted score relative to the score of the bidder with the lowest quote as follows;

$$F_s = (100 * F_1) / F$$

Where ,

$F_s$  = the rate score of the Financial proposal being evaluated

$F_1$  = the price of lowest priced financial Proposal

F = the quoted price of financial Proposal under consideration.

The sum of financial score for each category/ product/ service is the Total financial Score

The rates quoted on items to be sold, should be given as per **ANNEXURE – II (A)** for relevant Booths/Stall whichever is applicable.

### **Parameter — (b) License Fee Score L(i)**

License fee will be the second parameter for evaluation. In this component 50 marks (full marks) will be awarded for the significant highest bid offered for license. Next higher bid will be awarded 45 marks followed by 40 marks and so\_on.

### **Total Score T(i)**

$$T(i) = (0.5 \times \text{Total Rate Score } R(i)) + (0.5 \times \text{Licence Fee Score } L(i))$$

**The bidder with highest Total score will be considered as the winner of the bid.**

**Note: The marks awarded for Tender Evaluation Procedure by the constituted committee shall be final and binding on the tenderers.**

## **3) Tie Evaluation:-**

In case of tie in the total score in Financial Bid, the bidder with highest marks under Parameter(b) of the Financial Bid will be considered for awarding allotment of the Shops.

Further even after doing so, if there is still a tie between the bidders then the tenderer with highest marks in Technical Bid will be considered for awarding allotment of the Shops.

The decision of the Competent Authority for the allotment of Shops will be final and binding on the tenderers.

- (7) Tenderer in his own interest, should inspect the proposed premises / place before submitting tender.
- (8) The successful tenderer shall have necessary license as required by Govt. authorities/ statutory authorities for running the proposed shop. The tenderer shall submit the technical bid (without mentioning the price) **(Part – A) Technical Bid - (ANNEXURE – I, ANNEXURE – III, IV (a), IV (b), ANNEXURE - VI, Form - A, B, C and (Part-B) Price Bid (ANNEXURE – II (A) whichever is applicable)** in two separate sealed envelopes and superscripted as Tender for license of shop no. \_\_\_\_\_ : Technical Bid and Tender for license of shop no: \_\_\_\_\_ Price Bid. These two envelopes and the envelope containing the DD for EMD along with filled in Form “C” are to be put in a separate sealed cover with inscription on the top left side “Tender for license of Shop No. \_\_\_\_\_ for \_\_\_\_\_ (Purpose of the Shop) and to be submitted in the **Despatch Section of Administrative office of NITT** on or before **3:00 pm** on **21-01-2019**. The management shall not be responsible for any loss or delay in receipt of the tender sent by post/courier. The tenderer's name, address, phone number, mobile number and e-mail id, if any shall be written on the left side of the sealed cover, without fail. The price bid shall be legibly written, and any bid lower than the reserve license fees shall be summarily rejected. **Annexure VI (Undertaking) should be attached with Part – A (Technical Bid).**
- (9) It is mandatory for the bidder to quote the price for all the items/ services given in the Price Bid. Leaving any item or service unquoted will lead to direct disqualification of the bidder. The list of items mentioned in the Price Bid is not exhaustive but the minimum requirement. It is for evaluation purpose.
- (10) The successful bidder must get list of items sold and services provided along with the prices approved by the institute before starting the business.
- (11) The technical bids will be opened on **22-01-2019** at **2:30 pm**, in the presence of those tenderers who wish to be present. For any failure in intimation due to incomplete/incorrect address/phone no./e-mail id etc. **or otherwise**, Institute shall not be responsible. It shall be the primary duty of the tenderer to enquire and attend the proceedings.
- (12) The Price bids of the technically qualified bidder will be opened on a date intimated to the successful Technical bidder only.
- (13) Successful Tenderer shall complete all formalities within 15 days’ time including remittance of security deposit and execution of License Deed prescribed by Institute and shall start his business within 15 days from the date of allotment of Shop. On failure to commence business within the said 15 days, the Tender shall stand cancelled and the loss suffered by Institute in this regard shall be appropriated from the Earnest money/Security deposit deposited by the Tenderer.
- (14) Tenderer should neither be an employee who is terminated / dismissed from NITT/ Hostel Office / **Central or State Govt. Organizations/Undertakings nor employ anyone** who is terminated / dismissed from NITT/ Hostel Office / **Central or State Govt. Organizations/Undertakings**. This declaration should be made on a separate sheet and form part of this document.
- (15) The shop premises allotted shall be utilized for running the specified business/trade only and shall not be used for any other purpose/business without the written consent of Institute. The License granted shall not be Sub-licensed either fully or in part to any third parties.



- (16) Shops shall run effectively and shall not be closed without intimating the Institute. During summer vacation, shops may be closed with prior permission from Institute. Shops shall not be kept open beyond the specified timings.

If the shop remains closed for more than 7 days without prior permission from Estate Officer, it will be presumed to have been closed down and shall be considered as violation of agreement. In such cases, **notice period of one month shall not be applicable** and as such the fresh proposals will be invited for the shop and the loss will be recovered from the first Licensee until taken over by the succeeding Licensee.

- (17) The Price of goods proposed to be sold or the fee for the services to be rendered shall be fixed at nominal rate and final rate will be fixed based on mutual concern between Institute and the successful bidder. **The price list should be displayed (size 5 ft x 3ft)** in front of the Shop Premises. He shall not charge excess of the rates approved by the Institute. The rates once decided should be strictly adhered to and cannot be changed under any circumstances without prior approval of the Institute and approval should be displayed.

- (18) **The period of License will be for two years.** During the license period, the license fee will be increased every year by 5%. Institute may at its discretion consider renewal after 2 years, subject to the Licensee agreeing to Institute terms and conditions and revised license fee. However, failure or delay exceeding one month on the part of the Tenderer to pay the license fees shall confer a right on Institute to terminate the License without further notice to the Tenderer.

- (19) Compliance with the various statutory requirements, norms and rules and regulations prescribed will be the responsibility of the licensees including the financial implications thereof. The successful Tenderer, before the commencement of business, shall timely obtain all licenses such as Trade License/appropriate License and all ancillary licenses/ permissions/ clearances that may be required to be obtained by the Licensee from any authority/authorities at their own cost for the operation of the outlet. The successful tenderer shall solely be responsible to ensure and keep such Licenses valid throughout the license period.

- (20) The successful tenderer or his employees shall maintain harmony in the hostel/Institute/Shopping complex zone and shall not indulge in any illegal activities in the Institute / Hostel premises. In case of any such event /activities detrimental to Institute's interest/decency/morality etc., the Institute shall have the right to terminate the agreement immediately.

- (21) All taxes and Government levies as applicable from time to time like expenditure tax, entertainment tax, sales tax etc. if any will be payable over and above the amount of license fee.

- (22) The successful tenderer shall take comprehensive insurance to cover all type of damages to the property and casual / walk-in guests, his staff, stocks, stores, spares, equipment, etc. No additions/alterations are to be carried out in the licensed premises without the prior permission of Institute. Additions/alterations, if done, are to be of temporary nature and should be removed at the time the license period expiry.

- (23) Model license Deed will be provided by INSTITUTE for execution to the successful tenderer on allotment. License Deed to be furnished in Non-Judicial Stamp Paper of Rs.100/- by the licensee at his own cost, within 15 days from the issue of allotment letter along with other documents/payments, failing which penalty as mentioned will be imposed
- (24) The licensee shall not employ any child labour (s) in Contravention of the LABOUR EMPLOYMENT ACT, 1970. THE LICENSEE WILL BE FULLY RESPONSIBLE FOR IMPLEMENTATION OF LAWS RELATING TO LABOUR, SHOPS & ESTABLISHMENT, MINIMUM WAGES, ESI, P.F. & WORKMEN COMPENSATION ETC. The licensee shall be responsible for the payment of wages and allowances to his staff as per Minimum Wages Act of Labour Law, in force and all statutory dues to the persons employed by him (If applicable).
- (25) The Public Premises (Eviction of unauthorized occupants) Act, 1971 will be applicable to all allotments of shops.
- (26) Safety standards should be maintained. Fire extinguishers (2 Kg & 4.5 Kg dry type), sand buckets, should be installed in accessible places and should be in working conditions. List of emergency number should be displayed in a prominent place. First aid measures should also be available for emergencies
- (27) As per the directions of the Government of India, the Licensee shall facilitate with a swipe payment machine and shall also provide the UPI based payment system. The Licensee shall further display its VPA (virtual payment address) or Q-Code on the display board to enable the consumers make the payments via UPI App (BHIM or equivalent) apart from cash payment. If a common digital payment system is adopted in the Institute, such payment system has to be accepted.
- (28) Any tenders /documents received after the said time is liable to be summarily rejected. This is only an invitation for receipt of tenders and there is no commitment on the part of Institute for the allotment.
- (29) The Institute reserves the right to cancel the tender without assigning any reasons there of.
- (30) The shop is solely meant for use by the Staffs, Residents, Students, Visitors, and Workers under contractors of the Institute. However, all the workers of the Shop shall invariably carry their ID cards & overcoat (provided by their employer), shall be produced to the security personnel and other Institute authorities, whenever asked for.
- (31) The Shop will be on Non-Exclusive basis and more than one shop of the same kind can be opened by Competent Authority in the same premises or in other premises of the Institute initially or subsequently. The licensee shall not be entitled to raise any objection or claim for any deduction in license period, license fee and security deposit in case some other shop is constructed in the Institute campus or in case there comes in existence any authorized shop. The Licensee shall equip the shop for running the business to the satisfaction of the Institute authority and shall display the articles in presentable manner.
- (32) If any complaint is received on substandard quality, Competent Authority (Quality Control Committee) or any other officer authorized by the Institute may seize the whole stock or part thereof and order the destruction thereof. Complaint/Suggestion Register have to be kept and

should be available to all customers.

- (33) Employees should not use the premises as residence. Use of space beyond official timings approved should be only for special purposes like receiving of goods, disinfestations, inventory, etc.,
- (34) Proper receipt/bill of each transaction should be provided to the concerned user. Whenever the institute authority demands for the monthly sales details, the licensee should produce the detail.
- (35) The waste generated from shop must be disposed of at the solid waste collection pits reserved for shopping complex at NITT Campus by the licensee before closing of each business day and cleared at sufficient intervals during the day. The licensee shall not dump any empty packing, baskets or any material and in specific plastic articles on the roof or in the open space outside the premises not allotted to him/her and shall be responsible to maintain all reasonable standard of cleanliness and hygiene in the shop & the surrounding areas and disposal of garbage, in default a fine up to Rs.1000/ - can be imposed on the licensee by Institute.
- (36) The licensee shall be responsible for the repair of shop if required, during the License period with prior permission from Institute.
- (37) Use of plastic bags inside the NIT-T campus is banned. Woven Cloth carry bags can be provided as an alternative.

#### **VACATION / TERMINATION NOTICE**

- (38) Notwithstanding anything contained in the conditions above, the licensor shall be at liberty to terminate this license by giving **30 days** clear notice ending with the expiry of that month of license without assigning any reason whatsoever. However, the licensee may terminate this license by giving **60 days** clear notice ending with the expiry of the month of license. In this case he/she will be debarred for participating in the tender process of all the commercial sites subsequent to his/her vacation notice for 2 years and 50% of the one month license fee will be charged/deducted from the licensee and the same will be deducted from his security deposit (including the cost of re-tendering).

However, the Institute reserves the right to allot the license to the 2<sup>nd</sup> or 3<sup>rd</sup> highest bidder, in case the initial licensee opts to terminate the license at any time during the period of initial allotment of the license.

The licensee shall not transfer or sublet the shop in whole or any part of the premises licensed out to him/her. In case the Licensee is found to sublet the shop he/she is liable to pay license fee up to two times the "standard license fee" of the shop and the License issued to his/her will be cancelled immediately. On cancellation of License period, the shop shall be vacated by the licensee immediately by seven days from the date of issue of notice in writing by the Institute. The Institute shall take immediate possession of the shop and make alternative arrangements to run the same immediately. If any material or fitting belonging to him/her are not removed by him immediately as directed by the Institute, these will become the property of the Institute

The licensor/Institute will be at liberty to terminate the license of the allotted premises and also forfeit security amount and license fee paid in advance by giving 10 days notice to the

tenderer/ allottee for any breach of the Terms & Conditions of the Tender Document/Agreement besides also on the following grounds:-

- a) Sale or storage of banned substances /alcoholic material/items, narcotics and psychotropics substances within NITT Campus.
- b) Sale of substandard goods/overcharging of price more than MRP or rates approved by the Institute.
- c) Indulgence in any illegal activity/occupation/illegal groupism or gathering/allowing anti-social elements to use the allotted premises for any other purpose, other than the purpose for which premises have been allotted.
- d) To indulge in blocking of any Institute building/properties or officer/official and demonstration or taking out procession within the Institute premises.
- e) No child labor/Minor should be employed by the licensee in any case. The licensee shall not appoint any employee without proper police identification/ verification and shall supply full details of the persons employed by him/her to the Security Office as and when required. Such details should be displayed at the shop by the licensee.
- f) The licensee shall strictly observe and follow all the orders and instructions issued by the Institute from time to time. In case of non-compliance of orders and breach of any of the terms and conditions of License Agreement, the License/allotment can be cancelled by the Institute without assigning any reason and security amount will stand forfeited.

#### **BUSINESS TIMINGS OF THE PREMISES**

- (39) The timings of the said premises for providing services shall be during 07.00 am to 10.00 pm. on all 7 days of the week. However, non-working days maybe as per the notifications of the Labour Dept. of the Govt. of Tamil Nadu. The presence of licensee or his persons shall be ensured during the said working hours; otherwise it would be a violation of the terms and conditions calling for termination of license followed by eviction. Shop may be closed / timings may be changed with prior permission from Institute.

#### **ARBITRATION**

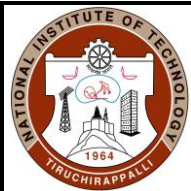
- (40) As far as possible, dispute shall be settled mutually. In the event of any unsettled disputes or difference relating to the interpretation and any other disputes arising after the issue of LOI/Allotment Order and during the execution of the shop, it has to be referred to the Estate office in written document. If the dispute has not resolved within 30 days, then the dispute has to be raised to Dean (P&D) in written document. Even then, if it is not resolved within 15 days by Dean (P&D) then it may raise to Director in written document. If the dispute has not resolved by Director within 30 days of their arising by the Institute, they shall be referred to a sole arbitrator to be appointed by the Director of NITT. The governing law in this regard will be The Arbitration and Conciliation Act, 1996 of India. The venue of the Arbitration will be Tiruchirappalli. Further, disputes if any, that may arise at any point of time, shall be subject to Tiruchirappalli jurisdiction only.

#### **VACATION OF THE PREMISES AFTER EXPIRY/ REVOCATION OF LICENSE**

- (41) The licensee shall deliver the key of vacant shop of the premises to the Estate Officer, NIT Trichy after the expiry or revocation of the license. In case, the licensee fails to hand over the key of vacant shop after expiry of license period, he will be liable to pay **5 times of monthly license fee** after the license period has expired unless it is extended by the Estate Officer, NIT Trichy, In case of non-deposit of the fine as above, the same is liable to be deducted from the security deposit. In such case licensee shall be governed by the P.P. Act,1971.
- (42) The licensee shall permit access to the Estate Officer or his nominees, at all reasonable times for the purpose of inspecting the premises and the trade or business carried therein.
- (43) The Estate Officer, NIT Trichy, reserves the right to modify, impose or relax any clause in the terms and conditions.

In case of breach of any of the terms and conditions of this license, the Estate Officer, NIT Trichy may revoke this license and forfeit the security and the licensee shall thereupon forfeit all the rights here under, and shall remain liable for any sum then due, from him and also for any damage or loss which maybe caused to the licensor by reason of such default or for making any alternative arrangement for running the said premises.

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NATIONAL INSTITUTE OF TECHNOLOGY, TIRUCHIRAPPALLI-620015  
ESTATE MAINTENANCE DEPARTMENT

**TENDER NOTICE**

Tender Notification No.: NITT/EMD/SHOPS/Category-IV/2019/04

Dated: 04-01-2019

**Category – IV / ANNEXURE – I**

**PART – A (TECHNICAL BID)**

(To be submitted in a separate sealed envelope but to be kept inside a larger size outer envelope)

Shop No.	Purpose of the Shop	Location

**Important Note:** (1) Bidders are cautioned that the tabular statement given below is the application format for Technical bid. Hence there should NOT be any indication either in this tabular statement or in the enclosures to this tabular statement regarding Price Bid or any other commercial consideration under this contract.

(2) All information called for in this Application format should be furnished against the relevant columns in the format. If the information is furnished in a separate sheet enclosed with the technical bid, this fact should be mentioned against relevant column(s). If any particulars/ query are not applicable in case of the applicant bidder, it should be stated as “Not Applicable”.

Sl. No.	Description	Information
1	Do you unconditionally agree with all Terms and Conditions stipulated in the tender Document?	Yes / No
2	Have you furnished Documentary evidence/ proof in support of compliance with the basic eligibility conditions stipulated in the tender document	Yes / No
3	Details of Earnest Money Deposit (EMD) remittance	Amount: Rs.: DD Number : Date : Name of Bank : Payable at :
4	Name and Address of the Applicant/ bidder with Telephone/ Fax/ Mobile and Mail ID (Attach in a separate sheet with self-attested passport photo)	

5	Registration/ Incorporation Particulars (Please attach attested copies of documents of registration/ incorporation of your firm/ Company as required under business law)		
6	Legal Status of the bidder (In the case of Partnership Firm, authenticated copy of Partnership Deed, in the case of Private or Public Limited Company authenticated copy of Memorandum and Articles of Association and in the case of Proprietary concern, Proprietary Firm Registration Certificate should be enclosed as documentary proof)		
7	Bio data or Profile containing name, educational qualifications, occupation and postal address of Proprietor / Partners/ Directors/ Managing Director/ Chairman and Managing Director ( please use separate sheet if found necessary)		
8	Name, designation and Phone number of persons authorized to sign the documents on behalf of the Proprietary concern/ Partnership Firm/ Private or Public Limited company (Please attach Power of Attorney / authorization for signing the document. In the case of Proprietary concern bidder may submit attested copy of the PAN card / Election Commission Card / Passport of the Proprietor and authorized signatory in case of proprietor is not signing the tender document)		
9	Name and Designation of the Contact Person/ Representative/ Manager of the Agency/ firm/ company with mobile number & email ID		
10	Annual Turnover during the last three years. (Copy of the Annual Accounts duly certified by the Chartered Accountant to be enclosed) [eligible applicants may fill the column]	Year	<b>Annual Turnover of the bidder from Similar Business (Rupees in Lakhs)</b>
		2015-16	
		2016-17	
		2017-18	
11	Average Turnover in last three years from similar business	Rs. _____ in lakhs	
12	Total experience (years/ months)		
13	Have your firm/ company ever changed its name any time? If yes, provide the previous name and the reasons there for?		
14	Have you or your constituent ever left the contract awarded to you incomplete? If so, give name of the contract and reasons for not completing the contract.		
15	Income Tax Permanent Account Number (Copy of PAN Card to be enclosed)		

16	Income Tax Assessment Completion Certificates/ Assessment Orders for the financial years 2015-16, 2016-17 and 2017-18 (In the event of assessment of the years indicated having not been completed the certificate of the latest assessment completed may be enclosed and the reasons for non-completion of the assessment for the required years may be indicated)	
17	Have you registered under Employees State Insurance Corporation Act (ESI) Act? If so, enclose copy of the registration certificate. Also provide a copy of latest remittance made by your agency/ firm/ company	
18	Copy of the statement of returns, <b>if any</b> , filed with ESI for the financial year 2012-13	
19	Goods & Service Tax (GST) Registration Number (Proof to be attached) for the shops to which GST is mandatory.	
20	Copy of Service Tax/GST Returns for the last three years i.e., 2015-16, 2016-17 and 2017-18 along with assessment orders. (In the event of assessment of the years indicated having not been completed the certificate of the latest assessment completed may be enclosed and the reasons for non-completion of the assessment for the required years may be indicated).	
21	Name and address of your banker	
22	Present Place of Business (Use Separate Sheet)	
23	Any other information, document which may help INSTITUTE/ NITT in assessing your capabilities, may be enclosed. The bidder may add any further information that he considers relevant for the evaluation of their bid. The bidder may attach catalogue and other <b>Annexure</b> that would help in providing quality food and services.	
24	Details of quality certifications, if any, obtained viz., ISO 9001-2000, FSSAI, HACCP etc., (Proof to be attached)	

**NOTE**

1. All the documents enclosed to the Technical Bid should be arranged and submitted in the same serial order as they appear on the Technical Bid.
2. All the pages of tender documents must be numbered, duly signed and stamped by the bidder. If an individual or a proprietor of a firm is a signatory, he / she should sign with date and seal. In case of partnership firm, all the partners of the firm or a partner holding power of attorney



for the firm (a certified copy of the power of attorney should accompany the documents) should sign. In both the cases, a certified copy of the partnership deed and current address of all the partners of the firm should be furnished. In case of limited company or a corporation, the documents shall be signed by a duly authorized person holding power of attorney for signing the documents, accompanied by copies of the power of attorney and the Memorandum and Articles of Association duly attested by a Notary Public.

**DECLARATION:**

- ✓ I/ we hereby certify that the information furnished in this tender document is complete and correct to the best of my knowledge.
- ✓ I/ we understand that furnishing of false information could result in disqualifying for the award of the license.
- ✓ I/ We also authorize the INSTITUTE or its authorized representative to approach individuals, employers, firms and corporation to visit the works completed by us in the past or are in progress at present, to verify the competence and general reputation.
- ✓ I/ We do hereby offer to perform and execute the license in conformity with terms and conditions of the contract.
- ✓ I/ We agree that the acceptance of any tender shall be at the sole and absolute discretion of the INSTITUTE/NIT, Tiruchirappalli and they do not bind themselves to accept the lowest tender or any tender and may reject any or all tenders received.

**Signature of the Bidder** :

**Name of the Bidder** :

**Seal of the Bidder** :

**Place:**

**Date:**

**PART – B (PRICE BID)**

(To be submitted in a separate sealed envelope but to be kept inside the larger size outer envelope)  
To be submitted under the letter head of the bidder

Shop No.	Purpose of the Shop	Location
	<b>TEA &amp; SNACKS STALL</b>	
<b>License Fee quoted by the Tenderer/month (Rs.)</b>	<b>Earnest Money Deposit (EMD) (Rs.)</b>	<b>Name of the Shop</b>

To

**The Estate Officer**

Estate Maintenance Department  
National Institute of Technology,  
Tiruchirappalli-620 015.

Sir,

In response to the Tender Notification Number: **NITT/EMD/SHOPS/Category-IV/2019/04 dt.04-01-2019** we are submitting the price bid as below:

Sl. No.	Name of the Items	Quoted Rate (Rs.)
1.	Milk (100ml)	
2.	Badam Milk (100ml)	
3.	Ragi Malt (100ml)	
4.	Milk and Honey (100ml)	
5.	Milk Horlicks (100ml)	
6.	Milk Boost (100ml)	
7.	Milk Masala (100ml)	
8.	Panang Karkandu Milk (100ml)	
9.	Coffee (120ml)	
10.	Chukku Coffee (120ml)	
11.	Tea (100ml)	
12.	Tea (Ginger) (100ml)	
13.	Tea (Cardamom) (100ml)	
14.	Tea (Mint) (100ml)	
15.	Lemon Tea (100ml)	
16.	Tea (Tulsi) (100ml)	
17.	Tea (Omam) (100ml)	
18.	Vaazhakaai Bajji (70 gms)	
19.	Veg. Bonda (70 gms)	

20.	Egg Bonda (70 gms)	
21.	Bajji (70 gms)	
22.	Chilli Bajji (70 gms)	
23.	Medhu Vadai (40 gms)	
24.	Masala Vadai (40 gms)	
25.	Veg. Puff (80 gms)	
26.	Chicken Puff (110 gms)	
27.	Mushroom Puff (80 gms)	
28.	Egg Puff (80 gms)	
29.	Samosa 2 Nos. (75 gms)	
30.	Bread Omlet (150 grms)	
31.	Noodles (150 grms)	

**Note:** The License fee Quoted by the Bidder and GST for 18% of the License fee will be extra chargeable for the shop. Shall be Inclusive of All Taxes, Duties and Levies of State Government / Central Government and Local Bodies. Estate Maintenance Department, NITT will not be responsible for any change in the tax rate during the contract period.

I / we hereby agree to provide quality services as per the terms and conditions of the contract.

**Signature of the Bidder:**

**Name of the Bidder :**

**Designation :**

**Seal of the Bidder :**

**Place:**

**Date:**

**PART – A (TECHNICAL BID)**

**PROFORMA FOR SELF-DECLARATION**

I,.....

S/o. Shri.....

R/o..... Police Station.....

District..... Director/Contractor/Partner/Sole Proprietor (Strike out the work which is not applicable) of (firm/Contractor/Company) .....

do hereby declare and solemnly affirm that:

- (i) I am/my firm/company is not blacklisted by Union or any State Govt./ Organisation.
- (ii) No individual/firm/companies blacklisted by the Union or State Government or any partner or shareholder thereof, have any connection directly or indirectly with or has any subsisting interest in business of my firm.
- (iii) I am or my partner are not involved/convicted in any criminal case/economic offence and no criminal case/economic offence is pending against me or my partner in any court of Law/Registered with police.
- (iv) No individual who is dismissed / terminated from NITT or any Govt. body is employed in my shop / firm company.

Dated: .....

Deponent .....

**PART – A (TECHNICAL BID)**

**Affidavit to be given by the Applicant who do not have any licence of similar trade from NITT on the date of filling of this tender:-**

**AFFIDAVIT**

I,.....S/o.Shri.....

address.....

Police Station..... District.....

Director/Contractor/Partner/Sole Proprietor (Strike out the work which is not applicable) of (firm/Contractor/Company) ..... do hereby declare and solemnly

affirm that:

*“The applicant/firm either himself/herself or through any partner/close relation i.e., son/daughter/father/mother does not already have a concurrent licence from the NITT for running the trade mentioned in the tender form”.*

Dated: .....

Deponent.....

**PART – A (TECHNICAL BID)**

**Affidavit to be given by the Applicant who are having license of existing shop of similar trade mentioned in the tender form in NITT, on the date of filling of tender:-**

**AFFIDAVIT**

I,.....S/o.Shri.....  
address.....  
Police Station..... District.....  
Director/Contractor/Partner/Sole Proprietor (Strike out the work which is not applicable) of  
(firm/Contractor/Company) ..... do hereby declare and solemnly  
affirm that:

*That the applicant/firm either himself/herself for through any partner/close relation i.e.,  
son/ daughter/father/mother already have a concurrent license of Shop  
title/No..... from the NITT for running the trade mentioned in this tender  
and in case of allotment of shop tendered (new shop) to him/her/them, he/she/they will surrender  
the key(s) of existing shop before getting key(s) of the new shop, if allotted.(Annexure-II (A-W)*

Dated: .....

Deponent .....

**VERIFICATION**

I do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and it conceals nothing.

Deponent .....

**Signature of Tenderer**

**PART – A (TECHNICAL BID)**

**MINIMUM EARNEST MONEY DEPOSIT (EMD) TO BE PAID AGAINST EACH SHOP  
DETAILS OF SPECIFIC BUSINESS/PROPOSED BUSINESS FOR EACH SHOP**

**LIST OF SHOPS ZONE WISE WITH DETAILS**

<b>B) Boys Hostel Zone :</b>									
<b>Sl. No.</b>	<b>New Shop No.</b>	<b>Purpose of the Shop</b>	<b>No. of Shop</b>	<b>Location of the Shop</b>	<b>Type of Shop</b>	<b>Current Shop Area in (Sq. Meter)</b>	<b>Per Sq. Meter (Rs.)</b>	<b>Proposed for Minimum License Fee (Rs.)</b>	<b>Fixed Earnest Money Deposit (Rs.)</b>
1	BHZ-02	Tea & Snacks Stall	1	Near Agate Hostel	Booth	6.5	100	650	780
2	BHZ-03	Tea & Snacks Stall	1	Near Agate Hostel	Booth	6.5	100	650	780
3	BHZ-07	Tea & Snacks Stall	1	Near Garnet-C Hostel	Booth	6.5	100	650	780
4	BHZ-08	Tea & Snacks Stall	1	Near Pearl Hostel	Booth	6.5	100	650	780
5	BHZ-09	Tea & Snacks Stall	1	Near Amber Hostel	Booth	6.5	100	650	780
6	BHZ-10	Tea & Snacks Stall	1	Near Mega Mess-II	Booth	6.5	100	650	780
7	BHZ-18	Tea & Snacks Stall	1	Near Zircon-A Hostel	Booth	6.5	100	650	780
8	BHZ-20	Tea & Snacks Stall	1	Aquamarine	Booth	6.5	100	650	780
9	BHZ-21	Tea & Snacks Stall	1	Beryl	Booth	6.5	100	650	780

Sl. No.	New Shop No.	Purpose of the Shop	No. of Shop	Location of the Shop	Type of Shop	Current Shop Area in (Sq. Meter)	Per Sq. Meter (Rs.)	Proposed for Minimum License Fee (Rs.)	Fixed Earnest Money Deposit (Rs.)
<b>C) Girls Hostel Zone :</b>									
1	GHZ-04	Tea & Snacks Stall	1	Opal Hostel	Constructed Building	7	100	700	840
<b>D) Institute Zone :</b>									
1	INZ-06	Tea & Snacks Stall	1	Orion Building	Booth	6.5	100	650	780
2	INZ-09	Tea & Snacks Stall	1	Near ICE Dept.	Constructed Building	21	100	2100	2520
3	INZ-12	Tea & Snacks Stall	1	Sports Centre	Booth	6.5	100	650	780

For Document Related queries contact : Executive Engineer  
Estate Maintenance Department  
NIT, Trichy-15.  
Mobile: 9489066204



**PART – A (TECHNICAL BID)**

**PERFORMANCE REPORT OF SHOPS IN THE GOVT. / SEMI-GOVT.  
INSTITUTIONS / ORGANIZATIONS**

(To be issued by the organization where facility is being provided)

**[The report shall be considered only for the period more than 02 years of service]**

- 1) Name of Shopkeeper :
- 2) Name of Shop & Location :
- 3) Name of organization where shop is located :
- 4) Name and contact No. of the person in the organization from whom verification could be made :
- 5) Date of allotment of shop :
- 6) Date of completion of licence for Shop :
- 7) Performance Report :
  - (a) Quality of Items/Works : Excellent / Very Good / Good / Fair
  - (b) Resourcefulness : Excellent / Very Good / Good / Fair
  - (c) Inter-personal relationship : Excellent / Very Good / Good / Fair
  - (d) Punctuality in opening & closing of shop and maintaining service hours : Excellent / Very Good / Good / Fair
  - (e) Regularity in paying dues. : Excellent / Very Good / Good / Fair

(Signature with Name, Designation and  
Seal of the Organization)

Date :

**PART – A (TECHNICAL BID)**

**PERFORMANCE REPORT-CUM-SELF DECLARATION  
FOR PRIVATE SHOPKEEPERS**

1. Name of the Business Establishment :
2. Whether it is Proprietorship/Partnership Firm :
3. Since how long are you in this business? :  
Give details? Please attach extra sheet of your  
experience (detailing experience in the business/  
certificate of performance, if any)
4. Do you have any other business establishment?:  
If yes, please give details.
5. Number of employees working with the :  
business establishment.
6. Turnover/sale of the last three years : Year Amount (Rs.)  
  
2015-2016  
  
2016-2017  
  
2017-2018
7. Name of your banker. Please attach certificate :  
of your financial soundness issued by the banker.
8. Whether any other relative / family member :  
already doing any other business in the  
Institute premises. If yes, Please give details.

It is certified that the information supplied by me/us is true and correct to the best of my/our knowledge & belief and nothing has been concealed therein and this information can be used for assessment of performance of my tender.

Further, it is also certified that the above mentioned business establishment is providing quality services to its customers since the date of establishment of business. The undersigned/firm has not been prosecuted till date in any criminal act or liability.

Date :

(Signature of the applicant)

**PART – A (TECHNICAL BID)**

**I/We accept all the terms and conditions mentioned above and hereby tender Earnest Money Deposit as per the following detis:**

**EMD details:**

**Demand Draft No.:..... Date:.....**

**For Rs.....**

**At schedule Bank.....**

**Branch.....**

**Affix latest  
Passport Size  
Photograph  
with self  
attested**

**Shop No.:..... Location:.....**

**Zone:.....**

**Name in full (of Tenderer):.....**

**Date of Birth:.....**

**PAN Number:.....**

**Father / Husband Name:.....**

**Address for correspondence.....**

.....

**Permanent Address.....**

.....

**Phone/Mobile No..... E-mail.....**

**Date: .....**

**Signature of tenderer  
(with date and seal)**

**PART – A (TECHNICAL BID)**

**UNDERTAKING**

**(To be provided by Tenderer on a Rs. 100/- Non Judicial Stamp Paper)**

I / We ..... [Sole Proprietor / Director / Partner(s)], the

authorized signatory(ies) of my / our firm M/s ..... having its

registered office / principal office at ..... do hereby solemnly

affirm and declare as under :

1. I / We undertake to abide by all the rules and regulations of the State / Central Government / Local Administration under the Minimum Wages Act, 1948 and any other relevant Act as may be in force from time to time. I / We undertake to indemnify NIT, TRICHY against any loss or damage which NIPER may suffer as a consequence of our not complying with the laws referred to above. Also, I / We undertake to pay the person(s) employed, wages in accordance with all existing and applicable laws. I / We further undertake to indemnify NIT, TRICHY against any loss or damage which it may suffer as a result of the negligence on the part of the tenderer or any of his employees in the course of performance under this contract.
2. I / We also undertake to execute the agreement as presented by the Institute (NIT, TRICHY) and abide by the terms and conditions of the agreement which have been perused and understood by me / us. I / We have gone through the terms and conditions of the contract and agree and undertake to abide by the same during the entire term of contract.
3. I / We undertake to abide by the Municipal Bye Laws including the Food and Adulteration Act, relevant rules and regulations, code of conduct for my / our employees that may be laid down by NIT, TRICHY.
4. I / We agree and undertake to provide well experienced workmen keeping good health and not suffering from any communicable / contagious disease.
5. I / We undertake to pay electricity charges on actual basis towards the actual consumption on receipt of bills from Institute at the same rate at which the payment of electricity charges is made by the Institute on monthly basis.
6. I / We undertake to pay the approved rent of the shop by 10<sup>th</sup> of every month for the usage of Institute premises as mentioned in the Agreement for NIT, TRICHY.

7. I / We undertake to always keep the Institute premises clean and in good sanitary condition at my / our cost to the satisfaction of the Institute.
8. I / We agree that no rate escalation in the prices of items shall be made by me / us without approval of the Competent Authority of NIT, TRICHY.
9. I / We agree that I / We shall not exhibit any printed or written notices or advertisement of any kind whatsoever without the prior approval of the Institute.
10. I / We undertake that I / We shall not sublet or use the premises other than the purpose of the agreement and shall not make or permit to make structural additions and alterations to the same without the prior sanctions of the Institute.
11. In case of any losses, damages or theft of the Institute property within or outside the Institute premises, I / We undertake to make good or replace with the items of the same quality at my / our cost.
12. I / We undertake that the Institute premises shall not be used for residential purpose by us or any of our employees during the entire term of the contract and no Institute belongings shall be misused by our staff / employees.
13. I / We shall employ adequate number of staff in order to maintain efficiency and desired standards by the Institute.
14. I / We undertake that in the event of failure to supply the approved items, by my / our firm, the same shall be arranged by the Institute at my / our firm's risk & cost.
15. On the expiry or termination or on failure of the contract, I / We undertake that all our employees direct or indirect shall vacate the Institute premises and clear all the dues, if any, outstanding.
16. The Institute shall be represented by a Shop Committee / Authorised Officer duly authorized by the Director, NIT,TRICHY for supervision / control of all activities related to Shop matters and the licensee shall be bound to abide by the Instructions / Orders / Decisions and directions of such Committee / Authorised Officers.

(a) Tenderer's Signature : \_\_\_\_\_

b) Tenderer's Name : \_\_\_\_\_

(c) Designation : \_\_\_\_\_

(d) Seal of the Tenderer : \_\_\_\_\_