

NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI-620015 Tamil Nadu, India

Website: http://www.nitt.edu

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

TENDER DOCUMENT

Tender iniatated by the

ESTATE MAINTENANCE DEPARTMENT

Email: ee@nitt.edu

Contact No.: +91-431-2503831

Tender Notification No.: NITT/EMD/SHOPS/Category-IV/2019/06

Dated: 08-07-2019

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.: 22		
<u>Type</u> of Tender Document		:	Three Bid System (EMD, Technical Bid & Price Bid)		
Area for each Sho)	:	Details given in the page No.: 22		
Fixed License Fee	for each shop	:	Details given in the page No.: 22		
EMD Amount for e	each shop	:	Details given in the page No.: 22		
Period of Tender (<u>Contract</u>	:	Two years from the date of allotment. (Initial performance period is for 3 months, based on satisfactory performance the allotment may be extended for another 21 months).		
Pre-bid Meeting:	Date, Time & Venue	:	16-07-2019 at 11:00 am @ Hall A-13 (Separate intimation will not be sent)		
Last Date of subm Date, Time & Venu		:	23-07-2019 up to 3.00 pm. Despatch Section in the Admin Block, First floor of the Main Office.		
Date of Opening T Date, Time & Venu		:	: 24-07-2019 at 11:00 am @ Hall A-12 Admin Block, Ground floor.		
Address for submi	ssion of Tender	:	The Director,		
			National Institute of Technology- Tiruchirappalli,		
			Tiruchirappalli – 620015, Tamil Nadu, India		
			Kind Attn.: The Executive Engineer, EMD, NITT.		
			Phone: 0431 – 2503831		
			Email: ee@nitt.edu		
Date of opening <u>P</u> Date, Time & Ven		:	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/2019/06 Dated: 08-07-2019

NOTICE INVITING TENDER

The National Institute of Technology (NIT), Tiruchirappalli invited **Tenders** from the experienced, interested and eligible firms/individual/proprietor/Agencies to apply for the Tender of this 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 forty five disciplines of Science, Engineering & Technology besides M.S. (By Research) and Ph.D. in all the departments. There are 21 boys and 07 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 <u>www.nitt.edu</u>

License Fee	:	License fee fixed by the Institute. Details given in the	
		page No.: 22	
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:	ment: : License Fee together with allied charges		
		water charges) shall be payable on or before 15 th of	
		every month.	
Eligibility Criteria	ligibility Criteria : 1. The applicant should have appropriate ex		
		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).	

DETAILS ARE AS FOLLOWS:

		 The applicant must have at least one similar outlet which validates their ability. The shop should have proven track record of annual turnover. The shop should have ability to provide good quality service. There should be no legal suit, criminal case pending or contemplated against the proprietor of the shop or the firm on grounds of moral turpitude or for violations of any of the laws in force. 	
Period of Tender Contract	:	Two years from the date of allotment. (Initial performance period is for 3 months, based on satisfactory performance the allotment may be extended for another 21 months).	
Period of Extension	:	 May be extended upto 3 years maximum (every year of extension shall be considered only on your performance/service). On extension of contract, license fee will be subject to revision once in a year with 5% increase from the date of Extension. Institute may at its discretion consider for extension of contract period subject to the licensee agreeing to Institute's terms and conditions on revised license fee. 	

SUBMISSION OF PRE-QUALIFICATION DOCUMENTS ALONG WITH THE TENDER DOCUMENT

The following pre-qualification documents are to be submitted along with the Tender Document form in a separate envelope. However, the Tender Documents received without any of the following documents, may render the Tender Document invalid and the price bid would not be opened:-

- a) The applicant must be resident of India and TWO of the following documents mentioned shall be submitted as a proof of residence namely:-
 - (i) Passport (ii) Ration Card
 - (iii) Voter Identity Card (iv) Aadhaar Card
- b) Self-attested photocopy of Ownership Document, in case of firm a Partnership Deed and in case of Company, Registration Certificate under Companies Act along with memorandum of association etc. as the case may be.
- c) A self-declaration as per the ANNEXURE IV (a) or (b) to the effect that the applicant/firm either himself/ herself of through any partner/ close relation i.e., son/daughter/father/mother does not already have a concurrent license from the NITT / NITT HOSTEL OFFICE for running the trade mentioned in this Tender Document.
- d) The applicant should have a **minimum of one similar outlet with 3 years' experience**.

- 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) In this tender, the tender extension may be given for any particular shop for which 3 quotations are not received at the sole discretion of the NITT Institute.
- iii) 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.
- iv) 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.
- v) 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.
- vi) In the case of partnership firm, there must be an authorization from all the partners to this effect that the person signing the bid as a partner has been authorized to sign the bid document on behalf of all partners.
- vii) 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
- viii) The applicant should submit all necessary copies of **FSSAI License and other certificates** issued to them (applicable to the relevant shop).
- ix) 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.
- x) 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.
- xi) 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.

xii) If the firm/Agency being declared as insolvent by the court of law, the license shall be cancelled.

TERMS & CONDITIONS

(1) **Procedure for submission of tender:**

The Tender should be submitted in three envelopes inside a Master cover as detailed below. The address along with the contact number to be mentioned in all the covers.

- Cover 1 Superscribed as "TENDER DD towards EMD for the shop no:_____ & Tender Ref no:_____.
- Cover 2 Superscribed as "TENDER TECHNICAL BID for the shop no:_____ & Tender Ref no:_____.

This cover should contain technical Bid in sealed cover with relevant documents in support of eligibility criteria as mentioned in our tender document; terms and conditions (tender document) each page duly signed along with supportive documents. Any bid not signed on each page and without authorization may be rejected.

Cover 3 – Superscribed as PRICE BID for the shop no: <u>& Tender Ref no:</u>.

This shall contain the Price bid (as attached in this tender document) with the filled details. All the items are need to be filled. The rate quoted should be clearly mentioned in both numeric and in words without any overwriting/correction as mentioned in the document. Any bid not signed on each page and without authorization may be rejected.

Master cover:

All the above three covers (EMD cover, TECHNICAL BID cover & PRICE BID cover) shall be placed in the Master cover super scribing: "Tender document for the shop no:______ & Tender Ref no:______.". Last date of submission:______

(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, National Institute of Technology (NIT)**, **Tiruchirappalli-620015**" 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 as mentioned in the above Point no-1.**

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 The Director, National Institute of Technology (NIT), Tiruchirappalli-620015. 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) <u>Security Deposit:</u>

Successful tenderer should deposit a sum equivalent to <u>12 months of License fee as quoted</u> 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) <u>Licence Fee:</u>

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

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

The successful bidder shall pay the licence fee every month in advance on or **before 15th 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) <u>Evaluation Criteria:</u>

1) Eligibility Criteria for Technical Evaluation Bid:-

- i. Minimum ONE outlet with relevant document should be submitted.
- ii. Minimum THREE year experience with relevant document should be submitted.
- iii. Must have related experience of not less than three years. A Government proof have to be submitted by the bidder for running the shop. The submitted proof will be evaluated & verified by the Institute committee and on recommendation of the committee only will be qualified. Interested bidder may apply along-with sufficient proof of its experience/ability to run such outlets.
- iv. Good Financial health of an individual/ firm/company in terms of working capital, to run the outlet smoothly. Preferences will be given to individual/firm/company with good financial position/state.
- v. The bidder must have PAN Number and GST/GSTIN number. The bidder whom the contract is finally awarded shall have a GST number for such outlet in question as well, if the related law so requires.
- vi. Firms already having another establishment/shop/canteen etc. within the NITT premises will be considered upon good performance. Further, any bidder who is already into any kind of litigation with the Institute shall be barred from participating in this tender process. Employee and students' relatives are barred from submitting the bids.

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 parameter (a) as mentioned below

Parameter (a) Total Rate Score R(i)

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

$F_s = (100 * F_1) / F$

Where,

 F_s = the rate score of the Financial proposal being evaluated

F₁ = the price of lowest priced financial Proposal

F = the quoted price of financial Proposal under consideration.

The sum of rate score for each category/ product/ service is the Total Rate Score.

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

3) Tie Evaluation:-

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

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//Booths/stalls/Pantry.

The decision of the Competent Authority for the allotment of Shops/Booths/stalls/Pantry 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 (Purpose of the shop) and to be submitted in the Shop No. for Despatch Section of Administrative office of NITT on or before 3:00 pm on 23-07-2019. 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 in figures and words, 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 24-07-2019 at 11:00 am, 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 3ft x 2ft) 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. After the contract period of two years, the extension of contract may be given subject to increase in the license fee every year by 5%. The 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

two months 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 licensees 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 college, 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 ACCEPT / REJECT ANY 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 there of Complaint/Suggestion Register have to be kept and should be available to all customers. Upon degradation of quality of foods in case of restaurants the Institute reserves the right to fine / cancel the licensee based on real evidence / proofs.
- (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.

(38) The license should adhere strictly to the entitled items quoted in their bids. Upon violation, strictly action will be taken.

VACATION / TERMINATION NOTICE

(39) 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 2nd or 3rd 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

(40) The timings of the said premises for providing services shall be during 07.00 am to 02.00 am. On all 365 days throughout the year. 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

(41) 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, NIT, Tiruchirappalli. 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

- (42) 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, Tiruchirappalli, 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.
- (43) 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.
- (44) The Estate Officer, NIT, Tiruchirappalli, 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, Tiruchirappalli 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.



NATIONAL INSTITUTE OF TECHNOLOGY, TIRUCHIRAPPALLI-620015 ESTATE MAINTENANCE DEPARTMENT

TENDER NOTICE

Tender Notification No.: NITT/EMD/SHOPS/Category-IV/2019/06

Dated: 08-07-2019

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
	Tea & Snacks Stall	

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".

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

	Desistantian / Lasamanati D. (1. 1. (D)		
	Registration/ Incorporation Particulars (Please		
5	attach attested copies of documents of registration/		
5	incorporation of your firm/ Company as required		
	under business law)		
	Legal Status of the bidder (In the case of		
	Partnership Firm, authenticated copy of		
	Partnership Deed, in the case of Private or Public		
	· · · · · · · · · · · · · · · · · · ·		
6	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)		
	Bio data or Profile containing name, educational		
	qualifications, occupation and postal address of		
7			
/	Proprietor / Partners/ Directors/ Managing		
	Director/ Chairman and Managing Director		
	(please use separate sheet if found necessary)		
	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.		
8			
	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)		
	Name and Designation of the Contact Person/		
	Representative/ Manager of the Agency/ firm/		
0	company with mobile number & email ID		
9	company with moone number & eman in		
	Annual Turnover during the last three years.	Year	Annual Turnover of the
	(Copy of the Annual Accounts duly certified by		bidder from Similar Business
	the Chartered Accountant to be enclosed)		(Rupees in Lakhs)
10	[eligible applicants may fill the column]	2015-16	
	[engible applicants may fin the column]		
		2016-17	
		2017-18	
11	Average Turnover in last three years from similar	Rs	in lakhs
11	business		
	Total experience (years/ months)		
12			
	Have your firm/ company over changed its name		
10	Have your firm/ company ever changed its name		
13	any time? If yes, provide the previous name and		
	the reasons there for?		
	Have you or your constituent ever left the contract		
1	awarded to you incomplete? If so, give name of		
14		1	
14	· · · ·		
14	the contract and reasons for not completing the		
14	the contract and reasons for not completing the contract.		
14 15	the contract and reasons for not completing the		

[
	Income Tax Assessment Completion	
	Certificates/ Assessment Orders for the financial	
	years 2015-16, 2016-17 and 2017-18 (In the event	
16	of assessment of the years indicated having not	
10	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)	
	Have you registered under Employees State	
	Insurance Corporation Act (ESI) Act? If so,	
17	enclose copy of the registration certificate. Also	
	provide a copy of latest remittance made by your	
	agency/ firm/ company	
	Copy of the statement of returns, if any , filed with	
18	ESI for the financial year 2017-18	
	Goods & Service Tax (GST) Registration Number	
19	(Proof to be attached) for the shops to which GST	
17	is mandatory.	
	Copy of Service Tax/GST Returns for the last	
	1.2	
	three years i.e., 2015-16, 2016-17 and 2017-18	
	along with assessment orders. (In the event of	
20	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).	
	Name and address of your banker	
21		
21		
22	Present Place of Business (Use Separate Sheet)	
	Any other information, document which may help	
	INSTITUTE/ NITT in assessing your capabilities,	
	may be enclosed. The bidder may add any further	
23	information that he considers relevant for the	
	evaluation of their bid. The bidder may attach	
	catalogue and other Annexure that would help in	
	providing quality food and services.	
	Details of quality certifications, if any, obtained	
24	viz., ISO 9001-2000, FSSAI, HACCP etc., (Proof	
<i>2</i> r	to be attached)	

<u>NOTE</u>

- 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.
- 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.
- \checkmark I/ we understand that furnishing of false information could result in disqualifying for the award of the license.
- ✓ I/ We also authorize the INSTITUTE/NITT 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.
- \checkmark 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

 M/s....
 Purpose of the Shop
 Location

 Tea & Snacks Stall
 Image: Content of the Shop
 Image: Content of the Shop

License Fee fixed by the Institute / month	Earnest Money Deposit (EMD)	Allotted area of the Shop
Rs.5,000/-	Rs.6,000/-	

The fixed license fee per month for excluding of GST (applicable as per GoI, at present:18%) , Water charges & Electricity charges

То

The Estate Officer

National Institute of Technology, Tiruchirappalli-620 015.

Sir,

In response to the Tender Notification Number: **NITT/EMD/SHOPS/Category-1V/2019/06** dt.08-07-2019 we are submitting the price bid as below: The rate quoted below should be inclusive of GST.

Sl. No.	Name of the Items	Quoted Rate (Rs) in Numeric	Quoted Rate (Rs.) in Words
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 fixed by the Institute and GST for 18% of the License fee will be extra chargeable for the shop in addition to the mentioned license fee. 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:

<u>ANNEXURE – III</u>

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

<u>PART – A (TECHNICAL BID)</u>

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 P	Proprietor (Strike out the w	vork which is	not applicable) of
(firm/Contractor/Company)		do hereby d	eclare 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.....

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 (Strik	ke 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))

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 Page 21 of 27

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

SI. No.	New Shop No.	Purpose of the Shop	No. of Shop	Location of the Shop	Type of Shop	Current Shop Area in (Sq. Meter)	Fixed License Fee (Rs.)	Fixed Earnest Money Deposit (Rs.)
B) Boys	B) Boys Hostel Zone :							
1	BHZ-08	Tea & Snacks Stall	1	Near Pearl Hostel	Booth	6.5	5000	6000
2	BHZ-09	Tea & Snacks Stall	1	Near Amber Hostel	Booth	6.5	5000	6000
3	BHZ-18	Tea & Snacks Stall	1	Near Zircon-A Hostel	Booth	6.5	5000	6000
4	BHZ-20	Tea & Snacks Stall	1	Aquamarine	Booth	6.5	5000	6000
C) Girls Hostel Zone :								
1	GHZ- 03	Tea & Snacks Stall	1	Opal Hostel	Constructed Building	7	5000	6000
D) Institute Zone :								
1	INZ-12	Tea & Snacks Stall	1	Sports Centre.	Booth	6.5	5000	6000

Note: The Licensee fee fixed above is excluding GST, Water charges & Electricity charges.

For Document Related queries contact : Executive Engineer

Estate Maintenance Department NIT, Trichy-15., Mobile: 9489066204

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	:
 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 :

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 busines certificate of performance, if any)	: 55/		
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.

(Signature of the applicant)

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

EMD details:	
Demand Draft No.: Date:	Affix latest Passport Size
For Rs	Photograph with self
At schedule Bank	attested
Branch	
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)

UNDERTAKING

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

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, Tiruchirappalli 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, Tiruchirappalli 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, Tiruchirappalli) 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, Tiruchirappalli.
- 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^{th} of every month for the usage of Institute premises as mentioned in the Agreement for NIT, Tiruchirappalli.
- 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, Tiruchirappalli.
- 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, Tiruchirappalli 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	:
	6	
(d)	Seal of the Tenderer	:
` ´		