



**NATIONAL INSTITUTE OF TECHNOLOGY
TIRUCHIRAPPALLI — 620 015
TAMILNADU, INDIA**

**Expression of Interest (EoI)
For
Supermarket at "NEEDS" Building
(All in One Service)**

National Institute of Technology (NIT), Tiruchirappalli invites **Expression of Interest** from the interested Nationally / Internationally reputed Indian Organizations / Corporate Agencies to provide General Stores, Stationeries, Foot wears, Garments, Fancy stores, Gift house, Fruits & Vegetables, Cool drinks, Ice Cream, Branded packed snacks etc., (all in one service under one roof) at NEEDS Building in the Institute campus for the benefits of the residents 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/PhD students are accommodated. There are nearly 2000 residents in NITT quarters. More details about NITT are available at our website www.nitt.edu

Eligibility Criteria

- 1.** The applicant should have Experience in running Trade Service which consists of all in one for not less than 03 years.
- 2.** The applicant must have at least one multi-brand super market which validates their ability to run all in one service.
- 3.** The agency should have proven track record of annual turnover of minimum FIVE lakhs.
- 4.** The agency should have ability to provide good quality multi branded products.
- 5.** There should be no legal suit, criminal case pending or contemplated against the proprietor of the agency or the firm on grounds of moral turpitude or for violations of any of the laws in force.

Infrastructure to be provided by NIT, Tiruchirappalli

- 1.** A minimum License Fee **at the rate of Rs.50/-per Sq. m. + 18% GST per month** should be paid as License Fee for constructed NEEDS building of **215 Sq. m..**
- 2.** Quoted License fee will be increased by 5% annually.
- 3.** All facilities like supply of drinking water through overhead tank, electricity, power backup on payment of actual consumption charges and toilet facility.
- 4.** Limited housing accommodation, on request and if available, as per norms Government of India on payment of applicable monthly rent to NIT Tiruchirappalli.

Interested Corporate Agency/Organization may send their Expression of Interest (EoI) in the prescribed format (**ANNEXURE-I**) to the following address:

The Director,
National Institute of Technology,
Tiruchirappalli - 620015.
Tamilnadu, India.

Envelope containing EOI should be marked as " FIRST STAGE (TECHNICAL BID) FOR SUPERMARKET IN THE NEEDS BUILDING AT THE SHOPPING COMPLEX, NIT, TIRUCHIRAPPALLI".

Any queries related on the proposal of the NEEDS building, Interested Organizations may contact, **The Executive Engineer, Estate Maintenance Department, NIT Trichy** through the email **rnarayanan@nitt.edu**.

Tenderer shall inspect the site to fully acquaint himself about the building and working conditions. The site may be inspected with the help of institute officials on 2nd July, 2018, between 9:00 AM – 2:00 PM.

A Pre-bid meeting shall be held on 2nd July, 2018 at 3:00 PM at A11/A12 Hall, Admin Block, during which participating agencies can have clarifications if any and canvassing in any form will be a disqualification.

Stage 1 of Selection Process:

All applications that satisfy the eligibility criteria shall be evaluated/scrutinized by the following process in stage 1.

a)Discount rate Score D(i) of Applicant(i) is obtained by sum of the normalised discount rates of each classified items of the applicant. The normalised discount rate of each classified items of the applicant is obtained by dividing the discount rate quoted on the particular item by the applicant by the sum of the discount rate quoted on the particular item by all applicants.

b)Weighing Factor W(i) of Applicant(i) on Annual Turn Over is obtained by dividing the annual turnover of branches of applicant A(i) for the past 3 years (2015-16, 2016-17 & 2017-18) by total turnover of all branches of all applicants for the past 3 years. So the weighing factor of applicant (i) on annual turnover is given by $W(i)=A(i)/ \sum A(i)$

c)Tax Score P(i) of Applicant (i) is obtained by the multiplication of sum Profitable Income R(i) of each branch of applicant in the past 3 years and weighing factor of applicant on annual turnover W(i). So Tax score of applicant (i) is given by $P(i)=R(i)*W(i)$.

d) Normalization of tax Score S(i) is obtained by dividing the profit score of the applicant P(i) by total profit score of all the applicants. So the normalised profit score of the applicant (i) is given by $S(i)=P(i)/ \sum P(i)$.

e) Normalized Number of Employees N(i) of Applicant (i) will be arrived at by dividing the number of employees on EPF and ESI records of applicant x(i) by total number of employees on EPF and ESI records of all applicants who are satisfying eligibility criteria.

So, the normalised number of the applicant (i) is given by $N(i) = x(i) / \sum x(i)$.

f) Normalised Experience Factor E(i) will be arrived at by dividing the number of years Experience of the applicant y(i) by total number of years of experience of all the applicants who are satisfying eligibility criteria. So the normalised experience factor of nth applicant (i) is given by $E(i) = y(i) / \sum y(i)$

g) Total Score T(i) of Applicant (i) will be the weighted sum of Profit score of i^{th} applicant P(i) and Normalised number of employees and experience for the i^{th} applicant.

i.e., $T(i) = 0.4 * [Discount\ rate\ score\ D(i)] + 0.3 * [Normalised\ tax\ score\ S(i)] +$

$0.3 * [Normalised\ number\ of\ employees\ N(i) + Normalised\ experience\ factor\ E(i)]$

Based on (Ti) score, maximum of five applicants will be shortlisted and permitted to participate in the stage 2 selection process.

Stage 2 of Selection Process:

H1 Applicant: The shortlisted applicants based on the T(i) score at stage I alone shall be permitted to participate in the second stage . The Bidder quoting highest license fee shall be recommended to The Director, NIT Tiruchirappalli for their clearance and approval.

After getting approval of the Competent Authority of the Institute, NITT will grant permission to run the NEEDS building in the Institute Campus subject to the terms and conditions.

Date of Submission of EoI

Last date of Submission of EOI On or before: **6th July 2018, 15:00 Hours** [Envelope containing EOI should be marked as " FIRST STAGE (TECHNICAL BID) FOR SUPERMARKET IN THE NEEDS BUILDING AT THE SHOPPING COMPLEX, NIT, TIRUCHIRAPPALLI"].

Date of opening of EOI : **6th July 2018, 15:30 Hours**

ANNEXURE I
Detailed Document for Expression of Interest (EoI)

A) Details of the Organization:

1. Name of the Organization :

2. Registered / Head Office Address :

City:

Pin code:

State:

Country:

3. Year of Establishment

(Documentary evidence is required) :

4. Nature of Organization: Trust / Individuality owned / Pvt. Ltd. / NGO / Others

5. Registration Details

(Documentary evidence is required) :

6. Local Administrative Office Address, if any :

7. Telephone Numbers :

8. Fax No. :

9. Mobile Numbers with name :

10. Email Address :

11. Web Site :

12. Number of Branches Established

(Documentary evidence is required) :

**B) Details of Directors or Promoters
or Partners or Owners or Office**

Bearers: Attach Brief Bio—Data having Name, Age, Qualifications, Experience, etc.,

(Documentary evidence is required)

C) Financial Capabilities:

Annual Turnover (for the past 3 years) for each branch and Net worth: (Documentary evidence is required)

D) Any special condition you may want to put forth:

Note: NIT, Tiruchirappalli reserves the right to accept or reject any of the proposals received without assigning any reason.

DATA SHEET

For Each Branch, give the details in the following format

1. Name of the branch with brief address :
2. Year Started :
3. Number of Years of Experience :
4. Classified items available :
(Documentary evidence is required)
5. Performance/Achievements :
(Documentary evidence is required)

Financial Year	Financial Capability		Number of Employees on	
	Annual Turn over	Profit Based on ITR Statement	EPF Record	ESI Record
2015-2016				
2016-2017				
2017-2018				

6. Discounts on MRP :

S.no.	Classified Items	Percentage of Discounts on MRP
1.	General Stores/Groceries Items	
2.	Stationery Items	
3.	Garments	
4.	Cool Drinks	
5.	Branded packed Items	
6.	Foot Wear	
7.	Gift Items	
8.	Fancy Items	
9.	Sports Items	

Articles under each classified items are attached as **Annexure-II**



**NATIONAL INSTITUTE OF TECHNOLOGY,
TIRUCHIRAPPALLI – 620 015, TAMIL NADU, INDIA
DEPARTMENT OF ESTATE MAINTENANCE**

An Autonomous Institution of the Govt. of India under MHRD

ADVT. No.: NITT/EMD/EOI-NEEDS Complex/2018/01

DATE: 21-06-2018

TENDER DOCUMENT
FOR LICENSING“SUPERMARKET AT NEEDS BUILDING” (All in One Service)
AT THE SHOPPING COMPLEX OF NIT TIRUCHIRAPPALLI.

TERMS & CONDITIONS:

Sealed bids for two stage bidding system are invited for allotment of a shop in the “NEEDS” building at the Shopping complex, NITT on leave and license basis for 11 months and yearly renewable up to a maximum of 3 years provided, the feedback from the residents of Institute is satisfactory. Bids should reach latest by 6th July, 2018 at 1500 hours and will be opened at 1530 hours on same date at stores & purchase section in the presence of the proposers or their authorized representatives who may like to be present. If the date appears to be a holiday then it shall be the next working day.

A. The proposal should be filled neatly. Over -writing and erasing shall make the proposal liable to be rejected. Every cutting must be initialed by the Proposer.

B. Before participating in the tendering process each intending bidder shall affix signature with date on the copy of the condition for License of shops, as a token of acceptance of the condition of License of shop contained herein after and shall furnish full name & address of the individual, company, firm on whose behalf the participant is interested to bid. The name of persons, company and full postal address should be furnished. All correspondence made by the Bidder to this furnished address shall be considered as correctly delivered notwithstanding any change in postal address, should be intimated to the Estate Section, NIT Tiruchirappalli.

C. Person intending to participate in the Bid shall have to pay the specified EMD of Rs.7,000/- of the minimum annual license fee at the time of second stage bidding through Demand Draft drawn in favor of "The Director, NIT Tiruchirappalli" payable at Tiruchirappalli. Institute Authority may accept or reject any bid/offer or may stop any bidder at any stage from bidding without assigning any reason thereof. No appeal against above action by the Institute shall be entertained. Earnest Money Deposit (EMD) is exempted for MSME or NSIC registered vendors. The EMD exempted vendors should attached the registered copies of MSME or NSIC certificates. The Institute Authority shall evaluate the Bid of the “NEEDS building” in the following manner:-

1. The EMD of unsuccessful bidder will be returned within 1 month and EMD of the successful bidder shall be retained and adjusted against security deposit / License Money. 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 at the auction. The bids offered in any other manner except hereto before mentioned shall not be considered.

2. The shops in NEEDS building shall be allotted through Bid only and to the highest bidder at the second stage among a maximum of five scoring agencies at stage one.
3. The service charge or any other charges/taxes (if any) as applicable from time to time shall have to be paid by the vendor separately.
4. The allotment of shop to the eligible and successful bidder shall be given on full payment of Security deposit @ Eleven months of the License fee to NIT Tiruchirappalli and on execution of agreement/license deed on non-judicial stamp paper costing Rs.100/- (Rs. One hundred only) in prescribed format. The cost of stamp paper and other incidental charges shall have to be borne by the successful bidder/licensee.
5. The licensee or his/her representative is not allowed to make any change in electrical wiring, fittings etc., in the NEEDS building without prior permission of the Institute. The licensee or his/her representative shall not make any structural changes in the shop building allotted to him/her under any circumstances. If there is any damage/instability to the institute property or any other financial burden on the institute because of willful or negligent action of the licensee or his/her employees directly or indirectly, the said deed shall be cancelled immediately and the licensee will be prosecuted and the shop impounded with risk and cost of the defaulter licensee concerned.
6. 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.
7. In case of telephone connections, charges on account of fire safety, insurance cover and security of articles within the shop and any other charges, the same shall be made and arranged on his/her own, by the licensee. NIT Tiruchirappalli will not be responsible for any kind of such payment under any circumstances. The licensee shall be solely responsible for discontinuation of any such service due to nonpayment of bills etc., without any liability on NIT Tiruchirappalli.
8. The License period will be initially for 11 months from the date of allotment and shall be extendable on yearly renewable basis up to a maximum of FIVE years on satisfactory services unless terminated earlier by the Institute for violation of any of the terms and conditions of the License/Agreement or if desired by the vendor after completion of 11 months and on every annual extension, License fee will be increased by 5% of previous year's license fee.
9. The licensee has to deposit license fee regularly by on or before 10th of every month in the Estate Office and Electricity bill & Water charges as per actual meter reading to NIT Tiruchirappalli. If the license fee and electrical/water charges are not remitted within the specified period, administrative charges shall be levied @ Rs.500/day.
10. The ownership of the shop and its legal possession will remain with NIT Tiruchirappalli only. The licensee will have the right to use the shop during the license period for the approved purpose only.
11. Timing of establishment should be open from 7:00 AM to 9:00 PM and the Sunday cannot be a non-working day. However, non-working days maybe as per the notifications of the Labour Dept. of the Govt. of Tamil Nadu.

12. If the shop is to be kept closed on any day, the same has to be informed to the Estate Officer well in time for authorization. However, the licensee is required to work additionally on any Casual/Emergency request by the Institute if asked.
13. If the shop remains closed for more than 7 days without proper permission, 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.
14. The Institute will not be responsible for the payment of any bill due against any member of the staff, employee, students etc. A notice to that effect shall be prominently displayed on the shop premises.
15. Any dispute arising in the business will be solved by the contractor himself and the institute will not be involved in the dispute at all.
16. During the period of License, if the shop is required by the Institute, the License can be cancelled with one month notice and the licensee shall have to vacate the shop within the time specified. In case of such an eventuality, no compensation except proportionate Security Deposit, deducting License Fee not paid, shall be returned.
17. 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.
18. The licensee shall arrange his/her own furniture, partition, installations, shelves, interior decorations etc. inside the shop without any damage to the property in which the business is allowed with prior permission from the Estate Office . The premises should be kept well ventilated and well lit.
19. The Institute shall be entitled to recover any outstanding dues including penalty/fine, License Fee and other due from security deposit of the Licensee.
20. The shops are solely meant for use by the Staffs, Residents, Students, Visitors, and Workers under contractors of the Institute.
21. 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.
22. Articles required/sold shall be of the best available quality, reliable and economical. The approved articles/ items sold/ stored for sale in the shop shall be of good quality and should not keep any old/stale/expired items. NIT, Tiruchirappalli will inspect periodically to ensure that quality products are available and appropriate price structure with discounts on MRP is offered to all the residents of Institute.

23. Apart from that, If any complaint is received on substandard quality, Competent Authority (Quality Control Committee) or any other officer authorized by the Director may seize the whole stock or part thereof and order the destruction there of. Complaint/Suggestion books have to be maintained and should be available to all customers. The book should not be changed during the contract period.
24. The sale/storage or stock, deposit of narcotics, tobacco, alcohol and other contraband & dangerous goods/materials in any form is strictly prohibited in the shop. Proprietor/Employees reporting to duty should (i) not be drunken or intoxicated, (ii) well behaved and mannered, (iii) Should have no criminal record and (iv) The staff member of the licensee should be clean and hygienic. Violation of any condition shall lead to the cancellation of license and suitable actions shall be taken.
25. 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.
26. The licensee shall maintain the premises in good condition and keep it clean and tidy always. Use of plastics is strictly prohibited in the campus and must be avoided.
27. The licensee must use CASHLESS FACILITY (Credit, Debit, and ATM-Cards) as per the directions of Government of India and POS/SWIPE machines must be installed in the counter. Mobile payment gateway such as BHIM is mandatory.
28. Website of the shop should have all relevant details such as timings, holidays, services/products with price list along with discounts and details of employees.
29. Proper receipt/bill of each transaction should be provided to the concerned user then and there failing which the service will be assumed to be free of cost.
30. The waste generated from NEEDS building 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 firm shall maintain neatness and cleanliness of the premises at all times.
31. In case of any loss or damage to the Customers due to his/her employee's negligence, the Licensee shall be responsible to make good the loss to the customer.
32. No child labor/Minor shall be employed by the licensee in any case. The licensee will not appoint any employee without proper police identification/ verification and shall supply full details of the persons employed by him/her to the Estate Office as and when required .Such details should be displayed at the shop by the licensee.
33. The estate office reserves the right to direct the firm to replace any staff member based on behaviour or performance.
34. The personnel engaged by the agency for this annual contract should not be an employee or any relation of any employee of the Institute and there will be no employer-employee relationship between the institute and the personnel so engaged by the contractor. Any influence on the licensee on the part of any employee to appoint themselves or relations as part /full time employee should be brought to the notice of the estate officer immediately.

35. The contractor shall be fully responsible for the payment of wages and allowances to his/her staff as per Minimum Wages Act of labour law in force and all statutory dues to the persons employed at his/her own. NITT is not responsible for any dispute between the licensee and his/her employers.
36. The licensee shall be fully responsible for good conduct and character of his/her employee(s). All employees to possess Identity Card always in the premises and neat & clean dress all times. Employees deployed by the licensee shall be equally responsible to receive any orders/information issued from this office.
37. The licensee shall be responsible for the repair of shop if required , during the License period with prior permission from Estate officer.
38. 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 Estate officer.
39. All safety measures must be taken care of, in order to avoid any accident, fire and other safety hazards and the licensee is solely responsible to ensure the safe custody. Fire extinguishers (2 kg& 4.5 kg dry type) should be installed in accessible places and always in working condition. List of emergency number should be displayed in a prominent place. First aid measures should be made available for emergencies.
40. The Institute shall in no way be liable for any damage/ loss due to accident, theft, fire or any unforeseen events in shop.
41. The shop shall not distort the Institute Logo or other details and it shall not have any kind of monopoly over the institute logo or design.
42. If the firm/Agency being declared as insolvent by the court of law, the license shall be cancelled.
43. If necessary, additional terms & conditions may be imposed by the Institute and the same shall be intimated to the firm in due course.
44. 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.

INSTRUCTIONS TO THE BIDDERS:

1. Interested bidders can visit the site in our Campus on 2nd July, 2018. In case of any further clarification, the bidders may contact Estate Office, NIT Tiruchirappalli.
2. The bids must be submitted in one packet superscripted as "FIRST STAGE (TECHNICAL BID) FOR NEEDS BUILDING IN SHOPPING COMPLEX, NIT, TIRUCHIRAPPALLI". Tender No. with date and Last Date of Submission Mentioning the following.
 - A) Detailed Proposal in the attached format along with additional information, if any.
 - B) Experience.
 - C) Credentials.

3. A maximum of five shortlisted applicants based on the T(i) at stage I are called for submitting second stage rent bid which must be submitted in a master cover superscribed as "SECOND STAGE (RENT BID) FOR NEEDS BUILDING IN SHOPPING COMPLEX, NIT TIRUCHIRAPPALLI [inside of which Demand Draft drawn in favour of "The Director - NIT Tiruchirappalli" against the EMD for an amount of Rs.7000/- (Seven Thousand only) to be placed in one cover and rent quoted per annum be placed in another cover addressed to The Director, NIT Tiruchirappalli, before the last date indicated above.
4. Late or incomplete bids will be summarily rejected or in case the bid is not submitted to the appropriate authority, the same shall be summarily rejected.
5. Bids without EMD or EMD received after the stipulated date and time will not be honored and liable to be rejected. The EMD will be refunded to the unsuccessful bidders and shall be adjusted against Security deposit of the successful tenderer. EMD amount will not carry any interest. Earnest money deposit of the successful tenderer shall be forfeited, if he/she refuses or neglects to execute the order or fails to furnish the required performance security within the time frame as specified by the institute.
6. Photocopies of all relevant documents and information must be furnished along with the proposals as per following (As applicable), failing which the proposal is liable to be rejected:-
 - i) Latest / Valid Sales Tax Clearance, VAT Clearance, Income Tax
 - ii) Latest/Valid Trade license and labor license.
 - iii) Proof of Service Tax paid.
 - iv) Requisite Credentials .
 - v) Earnest Money Deposit (EMD)
 - vi) PAN No., GST Regn. No., from commercial tax department.
 - vii) Any other mandatory relevant documents required for execution of this work.
 - viii) General Tender Document duly signed by the bidders.
7. The Institute reserves the right to cancel/reject any or all offers without assigning any Reason whatsoever.

SPECIAL TERMS & CONDITIONS:

RULES AND REGULATIONS FOR ALLOTMENT OF SHOPS IN NIT TIRUCHIRAPPALLI CAMPUS

1. The NEEDS shop in NIT Tiruchirappalli shall be allotted on license fee basis through two stage bidding system. The highest bidder is allotted the shops initially for a period of 11 months and can be extended annually up to a maximum of 5 years on satisfactory performance of the licensee.
2. The licensee must produce an affidavit on a non-judicial stamp paper worth Rs. 100/- (to be procured at its own cost) giving the present as well as the permanent residential address, recent passport size photograph(s) and self-attested copy of the PAN Card, Aadhar Card, Voter ID, Trade License etc. along with the Bid. The licensee shall submit self-police verification certificate at the time of allotment of the shop.

3. Before the occupation of the shop, the licensee, after getting the allotment letter shall have to: -
 - a. Pay an amount equal to eleven months license fee in advance as security deposit and the security deposit shall be refunded only on successful completion of tenure.
 - b. Submit willingness certificate to hold the security fee already paid and additional payment of security deposit shall need to be made in proportion to the increased license fee, in case the shop is allotted for further period. If the licensee fails to maintain the security fee, the contract may be cancelled and security deposit already held will be forfeited.
 - c. Execute an agreement / license deed in the prescribed Performa on stamped paper worth Rs.100/- at the initial allotment and at every renewal of license.
4. All formalities with regard to the allotment of shop like signing inventory of fixtures (electrical and civil), etc. shall be completed by the licensee on possession of the "NEEDS" building.

The contractor shall vacate the leased premises leaving all fixtures, furniture etc., which are institute properties in good and tenable conditions on expiry/termination of contract.

5. The licensee has to arrange license (if required) on its own, to run the requisite shops and also to comply with the provisions of Child Labour (Prohibition and Regulation) Act, Shops and Establishment Act, Food Safety and Standards Act and all other statutory and regulatory Acts as notified by Central and State Government from time to time.

LICENSE FEE AND OTHER CHARGES:

1. The licensee of the shop shall, in addition to payment of the prescribed license fee, also be liable to pay local municipal service charges (if applicable), charges for consumption of electricity at actual and water charges and any other service provided to the licensee for the shop allotted to him or her for the building of which the allotted shop forms a part, and any other charges that the Institute may, from time to time prescribe.
2. **Revision of minimum license fees:** The Institute Authority may revise the minimum license fees based on the notification of (i) Directorate of Estates, Ministry of Urban Development, Govt. of India, revised time to time with the approval of the competent authority as well as market value and demand or (ii) for any other reasons as deemed fit.

ACCEPTANCE OF ALLOTMENT:

The Licensee shall communicate the acceptance of the allotment made to him or her within 10 working days from the receipt of order of allotment. On acceptance, he/she shall occupy the premises after depositing the Security deposit, Agreement and the Inventory of the building signed by both parties within 15 days from the date of acceptance unless the premises are certified to be uninhabitable by the Estate Office.

COMMENCEMENT OF ALLOTMENT:

For the purpose of liability for payment of license fee and other charges, an allotment made under these rules shall, unless or otherwise provided in the terms of allotment in a particular case, take effect from the date of occupation as mentioned in the allotment letter.

SUBSISTENCE OF ALLOTMENT:

The allotment made under these Rules, shall subsist until: -

1. It is surrendered according to the provisions of these rules or
2. It is replaced by another allotment or
3. It is vacated by the licensee or
4. If it is cancelled or deemed to have been cancelled under the orders of the competent authority or
5. If an licensee is found to be unable to run the shop or
6. If he/she leaves in between or
7. If the allotment is cancelled for any other reason(s) The security deposit will be forfeited.

STATUTORY OBLIGATIONS:

The firm shall be directly responsible for payment of wages including other benefits such as EPF, ESIC, etc., to his manpower engaged at his own cost.

MAINTENANCE OF SHOPS:

1. The licensee, shall maintain the shop to the satisfaction of the Institute or any other official nominated by the Competent Authority to ensure proper maintenance of the shop.
2. The licensee shall allow the maintenance staff authorized by the Institute to have access to the premises at all reasonable hours for inspection.
3. A licensee or his/her staff shall not grow any trees, shrubs or plants contrary to the instructions issued by the Institute nor cut or chop off any existing trees or shrubs growing in any garden, courtyard or compound attached to the shops except with the prior written permission of the appropriate authority.
4. A licensee shall ensure that he/she and his/her staff do not cause any inconvenience to their neighbors by their conduct.
5. The firm/licensee shall maintain all statutory registers under the applicable law and shall produce the same, on demand, to the concerned authority of NIT, Tiruchirappalli or any other authority under law.

RESTRICTED MATERIALS:

1. No inflammable material shall be stored in the shops. Cigarette, Tobacco, Liquor, Narcotics, Fire arms, Ammunition, etc. are in the list of prohibited items.
2. Shop shall not provide plastic carry bags to the customers. Use of plastic cups, plates, etc. is also strictly prohibited.

DAMAGES / THEFTS:

A licensee shall be personally responsible for any damage beyond normal wear and tear of the fixtures, civil fittings, electrical installations, fencing etc., provided in the shop or theft of any of these items during the period of his/her occupation of the shop. The licensee has to furnish complete present and permanent residential addresses of his/her staff with their photographs to the Estate Section, along with the Police Verification Certificate. Institute will not be responsible for that whatsoever.

LIABILITY OF LICENE FEE:

1. When an allotment has been accepted, the liability for payment of license fee and other charges will be with effect from the date as mentioned in the allotment letter.
2. Subject to the provisions of these rules, if a licensee fails to take possession of the allotted shop within the prescribed time limit, will lead to forfeiture of Earnest Money Deposit.

OVERSTAY IN SHOPS AFTER CANCELLATION OF ALLOTMENT:

When an allotment has been cancelled or is deemed to have been cancelled under the provisions of these Rules and the licensee concerned has not vacated it within the prescribed time-limit, he/she shall be liable, in addition to any other action, to pay damages for un-authorized occupation and use of the premises, which may amount up to Rs.5000/ - per day for a period upto one month, beyond which electrical and water services will be disconnected, along with forfeiture of the Security Deposit. If necessary, the Institute may evict the defaulter with the help of the appropriate local law enforcement authority. Such a licensee will be debarred from any further allotment process.

LICENSE:

In every case, the licensee shall be strictly deemed to be a Licensee but not a tenant.

TO A LEGAL HEIR:

1. It is made clear that in the event of revocation of license for any reason whatsoever, including death of the licensee, the heirs/representatives of the licensee shall have no locus stand to continue in occupation of the licensed premises and they are liable to vacate/be evicted forthwith.
2. However, on the death of an licensee the shop may be regularized in the name of any one of his/her legal heir, if and only if approved by The Director of NITT provided an affidavit is given by each of the remaining legal heirs of the deceased licensee to the effect that they have no objection to such allotment /regularization and the legal heir submits all documents including registration, etc., within 3 months.
3. The regularization of allotment in the name of legal heirs on the death of the licensee will be made on the same license fee which the deceased licensee was actually paying or was liable to pay for the premises immediately before his/her death.

RESTRICTION OF TRADES:

When a shop is allotted for a specific trade viz., grocery, stationery etc. the licensee will strictly not be allowed to change the trade. The licensee must not indulge in 'unfair trade practices' as per the existing rules of the Government.

CHANGE OF PURPOSE OF SHOP:

If Institute Authority feels that a specific kind of service is needed, the same must be provided by the licensee at reasonable cost, maintaining the quality.

INTERPRETATION AND RESIDUAL MATTERS:

On any question of interpretation of these Rules, the Director's decision shall be final. The matters, or points in relation to which no specific provision exists in these rules, will be governed by the provisions of relevant Rules of Government of India.

TERMINATION / EVICTION:

The decision of competent authority, NIT Tiruchirappalli in regard to interpretation of the terms and conditions shall be final and binding and shall not be called in question in any proceedings before any court or forum.

NITT reserves the right to issue show cause/ termination notice to the licensee by giving one month period on violation of any of the Terms and Conditions. Further, on expiry of one month, two more notices can be served giving each 15 days beyond which the agreement will stand terminated automatically unless the firm has fulfilled and complied with all obligations within the said period. During the notice period of termination of contract, the agency shall keep discharging duties as before till the expiry of notice period.

The institute rules shall be binding for execution of the contract. Further, in case of any dispute arising out of or in connection with the aforesaid contract, either during subsistence of the contract or thereafter, the same will be settled by mutual consultation and in case of failure, dispute/s shall be referred to The Director, NIT Tiruchirappalli. The Director or an Arbitrator appointed by the Director would be the competent authority to decide and his/her decision shall be final and binding as per the provisions of the Indian Arbitration and Conciliation Act 1996. If differences persist even after arbitration and there are compelling reasons to go to the court, the jurisdiction shall be Principal Civil Court at Tiruchirappalli and Madurai Bench of Madras High Court.

It shall be the duty of the licensee to remove all the persons and/or resources deployed by him/her on termination of the contract on any ground whatsoever and to ensure that no person creates any disruption/hindrane/problem of any nature to NIT, Tiruchirappalli failing which necessary forces may be deployed to evict during which loss if any is the sole responsibility of the firm.

MISCELLANEOUS:

1. The Institute reserves the right to inspect/check the quality and selling rates of all items through the Quality Control Committee. Any excess charging from customers or if the items being sold are found to be of poor quality or unhygienic or the cases falling within the definition of misconduct with customers will tantamount to breach of contract agreement.

2. The licensor shall be represented by the Director and/or such person or persons, Officer or Officers as may be decided or authorized by The Director from time to time.
3. The shop will display the price of all items sold in the shop, not having printed MRP. The facility will be available for all days.
4. Time to time the performance of shops will be evaluated based on the feedback reports taken from students/ staff/ faculty/residents of the Institute in terms of rate, quality, hygiene, cleanliness, and availability of items, conduct of licensee and its staff. The overall performance will be assessed by Institute Authority.

The Director of the Institute may, for reasons to be recorded in writing, modify all or any of the provisions of the rules/instructions governing the policy of allotment, regularization, restoration of shops etc., in the Institute.

Director, NIT Tiruchirappalli

APPLICATION FORM (PRICE BID DOCUMENT)

Name of the Firm :

Name of the Applicant ;

Address & Contact No. :

Shop Type : Super Market

Area of the Super Market : 215 Sq. m.

Minimum License Fee : Rs.10750/- + GST @ 18% per month

Bid/Quoted License (per month) :

I, the undersigned Shri/Smt. _____ **Age** _____

years, resident at _____

have read all the Terms & Conditions mentioned in this bid document and shall abide with the same. I hereby submit my unconditional quote.

Date :

Applicant's signature with seal

Appendix-II

ITEM LIST - SUPERMARKET

AIR FRESHNER
APPALAM AND VADAGAM
BABY FOOD
BABY PRODUCTS
BAG ITEMS
BAKERY(PACKED)
BAKING PRODUCTS
BATTERIES
BEANS AND PEAS
BED SPREAD
BELT
BIRTHDAY ITEMS
BODY CARE
BUCKETS, MUGS AND TOILETARIES
NOTEBOOKS
CAKES AND RUSKS
CAPS
CASSETES AND CDS
CELL PHONE ACCESSORIES
CEREALS
BISCUIT IMP(BRANDED)
BISCUIT LOCAL(BRANDED)
CHRISTMAS ITEMS
COFFEE
COSMETICS
DAILY FRESH
DAIRY PRODUCTS
DATES
DEODARANT
DESSERT MIXES
DETERGENT PRODUCTS
DHALL
DIARY
DISHWASH PRODUCTS
DRY FRUITS AND NUTS
EDIBLE OIL
ELECTRIC BULB (CFL, INCANDESCENT, TUBE, LED)
ESSENCE ITEMS
FACE CARE
FOOT WEAR
FROZEN ITEM
GHEE AND VANASPATHI
GIFT ARTICLES
GIFT PACKING
GREETING GARDS
GROCERY COMBO
GROOMING PRODUCTS
HAIR & RUBBER BAND
HAIR ACCESSORIES
HAIR CARE

HEALTH FOOD
HERBAL PRODUCTS
HOME APPLIANCES
HONEY
HOUSE HOLD ARTICLES
INNER WEAR
INSTANT MIX
JAM
JUICE MIX
KERCHIEF
MAIDA AND ATTA
MASALA
MILK PRODUCTS
MILLETS
MOSQUITO DESTROYER
NOODLES
ORAL CARE
Oil
PERFUMES
PERFUMES SMI
PICKLES
PLASTICS
PLASTICS SMI
POOJA PRODUCTS
PURSE GENTS
PURSE LADIES
READY TO EAT
RICE
RICE PRODUCTS
SAFFRON
SALT
SANITARY NAPKINS
SAUCES
SEMIYA
SNACKS(BRANDED)
SOCKS
SOFT DRINKS IMP
SOFT DRINKS LOCAL
SOUP
SPICES
SPORTS EQUIPMENT
GENERAL STATIONERY
SUGAR FREE
SUGAR N JAGGERY
SUGAR PRODUCTS
SUN GLASSES
SWIMMING ITEMS
TASTE MAKER
TEA
TISSUE-COTTON

General Store Items

AIR FRESHNER
BABY PRODUCTS
BAG ITEMS
BAKING PRODUCTS
BATTERIES
BED SPREAD
BODY CARE
CASSETES AND CDS
CELL PHONE ACCESSORIES
DETERGENT PRODUCTS
HOUSE HOLD ARTICLES
HAIR CARE
DISHWASH PRODUCTS
BUCKETS, MUGS AND TOILETARIES
HERBAL PRODUCTS
HOME APPLIANCES
ELECTRIC BULB (CFL, INCANDESCENT, TUBE, LED)
MOSQUITO DESTROYER
ORAL CARE
PLASTICS
PLASTICS SMI
POOJA PRODUCTS
TOILET CLEANING
SPORTS EQUIPMENT
WATCHES
TRAVELLING BAG
USE AND THROW

Stationery Items

GENERAL STATIONERY
NOTEBOOKS
DIARY

Garments

SUN GLASSES
SWIMMING ITEMS
BELTS
CAPS
TISSUE-COTTON
PERFUMES
PERFUMES SMI
TOWELS
COSMETICS
HAIR ACCESSORIES
INNER WEAR
KERCHIEF
DEODARANT
FACE CARE
SOCKS
SANITARY NAPKINS

Cool Drinks

FROZEN ITEM
SOFT DRINKS IMP
SOFT DRINKS LOCAL
TEA

TOILET CLEANING
TOPPINGS IMP
TOWELS
TRAVELLING BAG
USE AND THROW
WATCHES
WHEAT

Branded Packed Items

BAKERY(PACKED)
CAKES AND RUSKS
APPALAM AND
VADAGAM
BABY FOOD
CEREALS
BISCUIT IMP(BRANDED)
BISCUIT
LOCAL(BRANDED)
COFFEE
DAILY FRESH
DAIRY PRODUCTS
DATES
DESSERT MIXES
DHALL
EDIBLE OIL
WHEAT
ESSENCE ITEMS
GHEE AND VANASPATHI
GROCERY COMBO
HEALTH FOOD
HONEY
INSTANT MIX
JAM
JUICE MIX
MAIDA AND ATTA
MASALA
MILK PRODUCTS
MILLETS
NOODLES
PICKLES
READY TO EAT
RICE
RICE PRODUCTS
SAFFRON
SALT
SAUCES
SEMIYA
SNACKS(BRANDED)
SOUP
SPICES
SUGAR FREE
SUGAR N JAGGERY
SUGAR PRODUCTS

TASTE MAKER
TOPPINGS IMP
Fancy Items
CHRISTMAS ITEMS
GROOMING PRODUCTS
HAIR & RUBBER BAND
PURSE GENTS
PURSE LADIES

Gift Items
BIRTHDAY ITEMS
GIFT ARTICLES
GIFT PACKING
GREETING CARDS
Foot Wear
ALL FOOT WEARS
Sports Items
ALL SPORT ITEMS

Category of needs in the Supermarket

Grains, Pulses, Oils, Spices & Condiments, Nuts,
 Dry Fruits & Baking Items, Snacks, Cleaning
 Products, Toiletries, Other Disposables and
 Miscellaneous Items, etc.,
