National Institute of Technology Tiruchirappalli-15



Notice inviting tender Tender No. HAC/ NITT/ JMBSR /2013/9 dated 25.10.2013

Sealed tenders are invited for allotment of stall (booth) for vending snacks and refreshments items at the Girls' Hostel premises in National Institute of Technology, Tiruchirappalli-15. The tender document can be downloaded from the Institute website <u>www.nitt.edu</u> Last date for submission of Tender 15/11/2013 upto 3.30 P.M.

Chief Warden/ NITT

	Bid Synopsis
Tender Number	Tender No. HAC/ NITT/ JMBSR /2013/9 dated
	25.10.2013
Name of Tender	Allotment of stall (booth) for vending snacks
	and refreshment items at the Girls Hostel
Brief scope of work	Vending of Milk, Tea, Coffee, Fresh juice,
	bakery, snacks and other light refreshment
	items at girls hostel, National Institute of
	Technology, Tiruchy-15
Tender documents can be	From the institute website www.nitt.edu
downloaded	
Cost of tender document	Rs.520/- (Five hundred and forty only)
(Tender Fees)	
EMD amount	Rs.25,000/- (Twenty Five Thousands only)
Last date of submission of	15/11/2013 upto 3.30 p.m
tenders	
Address for submission of	The Chief Warden, Hostel Administration
tender	Committee, Hostel Office, National Institute
	of Technology, Tiruchy-15 Tamil Nadu
Date and time of opening of	18/11/2013 at 3.30 P.M
Technical bid	
Date of opening of Price bid	Will be intimated to the technically qualified
	bidders
Mode of submission of	Registered post or speed post. No hand
tender	delivery will be accepted.
System of tendering	Two part system viz., Technical bid and
	commercial bid.
Allotment	Will be made to the technically suitable
	bidder, who quotes highest monthly rent for
	the stall to be allotted.

Bid Synopsis

Terms and Conditions for allotment of stall (booth)

- 1. The stall (Booth) to be allotted under this tender is for vending of milk, tea, coffee, bakery items, snacks and light refreshment items at the GIRLS' HOSTEL in National Institute of Technology, Tiruchirappalli.
- 2. Since the stall has to be operated within the premises of girls' hostel, the successful bidder (i.e., Allottee) shall have to deploy Female employees only for all trading/ business/ vending purposes. Under no circumstances, male employees of the successful bidder will be allowed inside the Ladies Hostel.
- 3. The Hostel Administration Committee, National Institute of Technology, (HAC/ NITT) will provide space for running the subject Stall, Electricity and Water connections for the subject operation and the successful bidder shall have to pay (a) monthly rental, (b) Electricity charges based on actual consumption at prevalent TNEB tariff and (c) fixed water charges at the rate of Rs.1,000/- per month.
- 4. The applicant is expected to have experience in relevant field, capability to invest sufficient amount to run the stall successfully. Avain Brand Milk alone should be used for tea / coffee/ Milk Shake and for all purposes. Therefore, subject to suitability and fulfillment of other eligibility conditions, preference will be given to those applicants who are having valid licenses for selling and distribution of Avain Milk and Avain Milk Products.
- 5. The proposed allotment is for vending of
 - ✓ Hot and Cold Milk
 - ✓ Coffee/ Tea
 - ✓ Flavoured milk such as badam milk, rose milk, strawberry, vanilla, Milk Shake etc.,
 - ✓ Fresh Fruit Juice items such as Mango/ Organe/ Apple/ water melon etc.,
 - Light refreshment / snacks/ munchies such as cutlet, samosa, pani puri, bhel puri, dahi puri etc.,
 - ✓ Biscuits
 - ✓ Bread and other bakery items
 - ✓ Such other refreshment items as may be approved by the Hostel Administration Committee at the prescribed rates.

6. The successful bidder shall have to vend the above said items by charging the prescribed rate from users, as may be approved/ fixed by the HAC. The items to be sold and the rates to be charged are given below:

Name of the item	Approved rate (Rs)
Tea	5 (120 mL)
Coffee	6 (120 mL)
Hot Milk	5 (120 mL)
Cold Milk	5 (120 mL)
Tomato soup	5 (120 mL)
Badam Milk Hot	15 (200 mL)
Lemon Tea	12 (200 mL)
Cardamom Tea	12 (200 mL)
Rose Milk	12 (200 mL)
Badam Milk (cold)	15 (200 mL)
Stawberry/ vennila Milk	15 (200 mL)
Milk Shake	25 (200 mL)
Mausami juice	13
Orange Juice	10
Pineapple Juice	10
Watermelon Juice	12
Apple juice	15
Lemon juice	6
Milk shake Banana/ Mango/ Chikku	15
Amul buttermilk	As per MRP
Amul lassi	As per MRP

Samosa	7 (single piece)
Cutlet	5(single piece)
Sandwich (Veg)	25
Patties (veg)	7
Patties (Non vegetarian)	9
Pastries	15
Biscuits	As per MRP
Maggie packets	As per MRP
Haldiram namkeen	As per MRP
Bread (branded)	As per MRP
Amul butter packets	As per MRP
Amul cheese packets	As per MRP
Gluco plus	As per MRP
Boost (sachets)	As per MRP
Horlicks (sachets)	As per MRP
Complain (sachets)	As per MRP
Hot milk with	7
boost/horlicks/complain	
Jam	As per MRP
Sauce	As per MRP
chocolates	As per MRP
Pani puri/bhel puri/dahi puri/chats	15

- 7. Approved Price list has to be displayed prominently in front of the stall. allottees shall exhibit the said approved rates at a conspicuous place inside the stall also.
- 8. The stall will be allotted to the bidder who is quoting highest monthly rental.
- 9. Before submitting the bid, the applicants/ bidders are advised to see the stall at the site on their own interest under prior intimation to the Girls

Hostel Warden. Total number of students at the girls' hostel is 1050.

- 10. The services should be limited to the items mentioned in the agreement and the successful bidder should not sell the items for prices more than the above rates.
- 11. The allotement is for the stall shall be valid for a period of one year from 1/12/2013 to 30/11/2014, unless terminated earlier on account of the following: (a) By giving thirty days notice in writing from either side without assigning any reason. (b) Terminated by HAC on a short notice on account of unsatisfactory performance of the successful bidder.
- 12. The decision of the Hostel Administration Committee is final and the selected allotee has to commence the business on or before 1/12/2013
- 13. The bidder has to deposit Rs.25,000/- as interest free caution deposit with the National Institute of Technology, which will be refunded on expiry of period of agreement.
- 14.In the event of breach of any of the terms and conditions, the allotment is liable to be cancelled with one month notice as provided in the license deed.
- 15.EMD will be forfeited on non acceptance of the shop allotted.
- 16.The stall shall remain open from 11 A.M to 9.00 P.M or such time schedule which may be decided by the HAC/ NITT.
- 17. The premises of the shop will be used exclusively for the purpose for which the allotment is made and not for any other purpose.
- 18.Appropriate fire fighting equipments shall be installed to meet any eventuality.
- 19. The allottee shall not make any alteration/ amendment to the strecture/ shop without prior written approval of the HAC/ NITT.
- 20.The firm/ agency once allotted a shop in the campus will not be considered to participate in allotment of another commercial/ establishment in the campus during the entire period of its stay in the campus either in the same name or by changing the name of the establishment / proprietor / allottee or through any proxy. For proprietors (individuals or partnership) only one person in a blood relation or a close relative will be considered for allotment of license.

- 21.The contract is for a period of one year from December 2014 and extendable by another year based on performance and review by the Hostel Administration Committee.
- 22. The bidder shall have all necessary permissions, licenses, no objection certificates, registrations, statutory compliances from the competent authorities required to run the subject shop.
- 23. The allottee has to execute and sign a deed of agreement on one hundred rupees stamp paper as per the format of NITT/ HAC.
- 24.In the event of breach of any of the terms and conditions the allotment, the allotment is liable to be cancelled with one month notice as provided in the allotement deed.
- 25. The allottee shall abide by all statutory regulations of Government of India regarding labour laws, child labour laws, Shops and Establishment Act.,
- 26.The successful should maintain hygiene, cleanliness and presentation of not only the venue but also the surroundings/ staff.
- 27. Wastages have to be placed in appropriate place fixed for the disposal.
- 28.Authenticated certificates, testimonials and proof of similar experience should be produced along with the technical bid.
- 29. The bidder shall not assign, sublet or part with the possession of the premises and properties of the NITT therein or any part thereof under any circumstances.
- 30. The bidder shall not make or permit any construction or structural alteration of additional fitting without proper approval of concerned authorities.
- 31.No exclusive possession has been given to the allottee. The right to do the business will only is given to the allottee. The allottee is put to restricted use under the guidelines of the licensor.
- 32. The successful bidder is liable to comply with all Govt. legislations such as labour laws, rules regarding sales tax, adulteration, etc., The bidder is solely responsible for any non-compliance of govt. guidelines/

regulations.

- 33. The NITT reserves right to reject or cancel any or part of the tender at any stage of process.
- 34.The bidder should not be giving any room for any complaint from staff/student/residents or by the Hostel Administration Committee. If any complaints received, it should be rectified immediately within the time given by the HAC/ NITT.
- 35.The allottee will not be permitted to franchise the stall for any commercial activity.
- 36.For any disputes, the decision of the HAC/ NITT will be final.
- 37.Other terms and conditions are as have been laid down or may be laid by the HAC/ NITT from time to time will be applicable to the allottees at the time of allotment/ possession of the stall. The details terms and conditions will be laid in the license deed that is purported to be signed between the selected tender and the HAC/ NITT.
- 38. The allottee is expected to be well aware of the laws of the land (Labour and other statutory requirements) and the HAC/ NITT will not be held responsible / liable for non compliance of the same.
- 39.Any dispute arising out of the contract shall fall under the Jurisdiction of Trichi courts only.
- 40.The allotee/ his servants/ his nominee will not be permitted to stay in the allotted stall beyond working hours.
- 41. The allottee shall make payment of monthly rent etc., by cash at the cash counter of NITT and furnish documentary evidence to the Hostel Office/ Girls Hostel Warden.
- 42. That in the event of failure to pay the monthly rent and other charges by due date, simple interest @ 12% will be levied as penalty.
- 43. That the allottee shall maintain such regular and proper account books along with other supporting documents regarding sales effected by the allottee in the said premises and said accounts/ documents shall all the times be kept open for inspection by HAC in such manner as may be prescribed. The allottee shall provide to the HAC, if so required by the HAC, Statement of audited accounts in such manner and within such

period as the HAC may prescribe.

- 44.That the allottee shall have no objection to the HAC for granting any other stall for similar facility at the Hostel Premises where the Allottee is rendering such services.
- 45.At all times during the currency of the allotement agreement, it shall be the responsibility of the license to obtain proper fire insurance coverage including theft and burglary in respect of all the immovable and immovable assets stored or used in the licenses premises and HAC shall not be responsible for any loss or damage caused to the allottee on any accounts whatsoever.
- 46.That the HAC/ NITT reserves to itself the right to change the location of the premises at any time and may at its discretion to call upon the allottee to vacate the site and may give him an alternative premises for the purpose of this license. In such a case, the Allottee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by him and the allottee shall not be entitled to claim any compensation or revision in the license fee on that score.
- 47. The allottee shall use the premises for the bonafide purpose as provided in the agreement, more particularly described in the enclosed schedule, for the use of Girls Hostel students.
- 48. The allottee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the HAC.
- 49. The allottee shall not terminate the license before the expiry of the period of the license except by giving 30 days notice in writing, otherwise the allottee shall be liable to pay to the HAC (without any demur or question) such amount of money as the HAC may decide as due to it by the allottee. The License can be terminated by the HAC by giving 30 days notice in writing without assigning any reason thereto.
- 50. In the event of any default, failure, negligence or breach, in the opinion of the HAC on the part of the License in complying with all or any of the conditions of the license agreement, the HAC will be entitled and be at liberty to determine the license forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the Lincecee.
- 51. The allottee or his agent shall not abuse the water resources, the drainage facilities in the NITT premises, so as to create a nuisance or insanitary situation prejudicial to public health.

- 52. The allottee and his servants shall observe, perform and comply with all rules and regulations of the Shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any statutory law applicable to the allottee including any rules and regulations made by the HAC and or local body or administration in force from time to time and the business which the allottee is allowed to carry on under this agreement and the area in which the said stall are located.
- 53.On expiry of the allotment period or on termination of the allotement by the HAC on account of any breach on the part of the Allottee, the allottee shall deliver the possession of the premises in good condition and in peaceful manner.
- 54. In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the court shall be Tiruchy.

PLACE: DATE :

SIGNATURE OF THE BIDDER

Application format for Technical Bid (Annexure I)

To be submitted in separate sealed envelope

	Photograph of the Applicant or his/ her authorized signatory (should be attested by the Gazetted Officer)
Tender for	Allotment of stall for vending snacks and refreshment items at the Girls Hostel
Name of the Applicant (in block letters) Fathers Name (in the case an individual and proprietors name in the case of firm/ company)	
Complete address of the applicant with telephone / cell number and E Mail ID (Please attach attested copy of the ration card, Election Commission Card or Aadhar card)	
Permanent Residential Address if any Status of the bidder (Proprietorship/ Partnership/ company)	
Name of the Proprietor, Partners/ Managing Director as in the case may be, to be indicated	
Details of License, if any, obtained from Avain/ reputed milk producers / milk product manufacturers (Please attach attested Photo copy of the license)	
Since how long you are in this business? Give details and attach documents for proof	
Are you running another Juice shop and/or Milk Parlour and/or Refreshment Stall elsewhere? If yes, please give details of your business set up and turnover. Also attach necessary documentary proof.	
Do you have any other business other than Milk Parlour and/ or Juice stall? Give details and attach documents for proof	

	Issuing Branch: Payable at:
	Drawn in favour of:
application form Rs.220/-	Date:
Details of remittance of cost of tender	DD Number:
	Payable at:
	Issuing Branch:
	Drawn in favour of:
Rs.25,000	Date:
Details of remittance of EMD amount	DD Number:
Ref: 3	
Ref 1: Ref: 2	
business with their address and telephone number:	
reference could be made about your	
Names of three respectable persons whom	
account number.	
from your banker along with your bank	
certificate of your financial soundness	
Name and address of your banker. Attach	
number issued by Income Tax Department	
attested copy of your permanent account	
Are you income tax payee? If so, attach an	
2010-11, 2011-12 and 2012-13	
Total Turnover per annum (Please attach Income tax return for the last three years	

Certificate

I/ we have carefully read and understood the terms and conditions of the license as contained in the Tender documents issued by the HAC / NITT also from the Deed of Agreement to be stipulated to be executed by the successful bidder.

Earnest Money Deposit of Rs.25,000/- is liable to be forfeited by the HAC/ NITT, if on award of license, I/ we dont accept the award or do not fulfill any of the conditions stipulated in tender documents, within the prescribed time.

On account of non acceptance of award or on account of non completion of tender conditions within the prescribed time, I/ we shall be debarred by HAC/ NITT for further participation in the tenders at NITT premises or at any other place under the control of NITT, for a period of three years.

In case the documents submitted by me/ our firm alongwith tender are false / incorrect, the tender of my/ our firm will be liable to be rejected by giving

reasons. In addition, HAC/ NITT reserve the right to forfeit the EMD of my / our firm and debar my/ our firm from participation in the further tender of HAC/ NITT.

HAC/ NITT reserves itself the right to reject the conditions offer without assigning any reason thereto.

The HAC/ NITT does not bind itself to accept the highest or any tender and reserves itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to provide the service at the rate quoted.

Signature of the bidder
-
Name
Status
Address
Telephone Number (office)
Residential Number
Cell Number

Witness:

1. 2.

Application format for Price Bid (Annexure TWO)

(To be submitted in a separate sealed cover, but to be in the main cover)

Allotement for stall for Vending of Milk, Tea, Coffee, Fresh juice, bakery, snacks and other light refreshment items at girls' hostel, National Institute of Technology, Tiruchy-15

Location of	the	Monthly rental tendered by the bidder for
shop to	be	the stall to be allotted for running of Milk
allotted		Parlour cum Juice stall cum Bakery stall

I/ We have gone through the contents of the tender application form carefully. The information supplied by me/ us is true to the best of my knowledge and belief and nothing has been concealed there from. I further confirm that:

I shall abide by the terms and conditions of the Hostel Administration Committee/ National Institute of Technology, Trichy. Neither I nor my blood relation had been allotted any commercial establishment in NIT, Trichy. Neither I nor my blood relation is presently holding license of commercial establishment in NIT, Trichy

Date: Place:

Signature of the bidder

Name of the bidder

Procedure for submission of Tender - General Instructions to the bidders

- a. The tender document should be downloaded from the NITT website <u>www.nitt.edu</u>
- b. This tender is based on **Two cover system** i.e.,
 - Envelope A : Tender Fees + EMD amount + Application for Technical bid along with required enclosures
 - > Envelope B : Application for Price bid
- c. Application Format for Technical bid is given in Annexure ONE to the tender document and Application format for Price bid is given in Annexure TWO to the tender document.
- d. Commercial bid and Price bid should be submitted in two separate envelopes.

Contents of the separate envelopes	On the top of the Envelope, to be super
	scribed as
Two Separate Demand Drafts towards	"Envelope A: Tender Fees + EMD
Tender Fees (Rs.520/-) and EMD amount	amount + Application for Technical Bid"
(Rs. 25,000) and Application for Technical	Name of the bidder:
bid along with the required enclosures	Tender Number:
Application Format for Price Bid	"Envelope B: Price Bid cover
	Name of the bidder:
	Tender Number:

- e. Above mentioned two separate envelopes should be placed / kept in a LARGER Size, Outer Envelope (i.e., the Master Envelope) super scribing "Tender for allotement of stall for vending of snacks and refreshment items" and it should reach the Chief Warden, Hostel Administration Committee, Hostel Office, National Institute of Technology, Thuvakkudi Tiruchy-15, on or before 15/11/2013
- f. The bidders should furnish the complete details called for. Inadequate and incomplete details which are not as per the documents are liable to be rejected.
- g. The bidders are cautioned that suppression of facts and alteration of

prescribed format will entail outright rejection of tender application.

- h. The last date of receipt of tender shall be upto 3.30 P.M on 15/11/2013. The tenders received after the stipulated date and time will not be considered.
- i. The tender should be submitted either through Registered Post or through Speed Post. No tender will be accepted by hand delivery. HAC/ NITT will not accept any responsibility or grant any relaxation of time for any Postal delay in submission of tender. Belated and incomplete offers will not be accepted.
- a. Without Tender Fees and EMD, the Technical Bid will not be considered for evaluation.
- a. The technical bid will be opened on 18/11/2013 at 3.30 P.M in the presence of HAC members and the bidders or their representatives they choose to be present.
- b. Mere submission of information does not entitle the bidders to meet the eligibility criteria. HAC reserves the right to verify and vet, any or all the information submitted by the bidder.
- c. Making misleading or false representation in the bid document will lead to disqualification of the bidder at any stage.
- d. The HAC/ NITT reserve the right to shortlist the acceptable technical bids.
- e. The Price Bids of the technically acceptable bids will only be opened. Bidders whose technical bids are not acceptable, their commercial bids will not be opened and they will be treated out of the process.
- f. Price bids shall be opened separately on a date fixed by HAC/ NITT and intimated to the technically acceptable bidders after scrutiny and evaluation of the technical bid.

Chief Warden/HAC