



**NATIONAL INSTITUTE OF TECHNOLOGY
ROURKELA-769008 (ODISHA)**

**TENDER NOTICE NO:- NITR/PW/TENDER/17/2013-14
(TENDER FOR OPERATING A SINGLE SUPER MARKET
INSIDE THE NIT, CAMPUS , ROURKELA)**

Issue of tender (Website): **23.10.2013.**

Closing Date & Time : **18.11.2013, 3.00 PM**

Open on : **18.11.2013, 3.30 PM (Part-I & Part-II)**

for details, visit www.nitrkl.ac.in

Contact: Prof. B.C. Roy, Chairman OCB.

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**S/d
Registrar**

An Institute where everyone strives to attain his Potential.



NATIONAL INSTITUTE OF TECHNOLOGY
ROURKELA -769008 (ORISSA)

Tender Notice No.NITR/PW/Tender/17/2013-14

Date: 23.10.2013

TENDER FOR OPERATING A SINGLE SUPER MARKET INSIDE THE CAMPUS

National Institute of Technology, Rourkela is a premier technical Institute in the country with undergraduate, post-graduate and research programs in many branches of engineering, science and social science. There are more than 600 faculty and staff members with family residing in the campus at present which is likely to increase in future. The total number of students staying in the campus is around 4800 which is progressively increasing every year. The institute will strive to provide unfurnished building space after mutual agreement for a well single super market. Reputed firms with established business are invited to submit their proposal for operating a single super market in the campus area of the Institute with following terms and conditions.

- 1) The store shall preferably be from a national chain, but smaller, regional or state level chains will also be accepted. Single owner type of shop is consciously rejected. The vendor must be a registered agency of some major shops/firms having at least 20 outlets in 10 different cities of the country and such certificates must be submitted along with the proposal. The store will be located close to the centre of the residential complex to discourage entry of outsiders, coming to the campus for the sole purpose of shopping
- 2) The prices charged by the store will be as per national/regional pricing policy of the store. They may however, give additional discount to NIT customers over the national prices of this store. The prices will be monitored by the Institute Committee on on-campus business.
- 3) The shop chain owners will give an undertaking not to advertise their products or their shop outside the campus, and to consciously discourage outsiders from patronizing the market complex inside the campus. The established policy of the Institute to limit on-campus business to the minimum, to ensure that outsiders do not come to the campus for shopping, even if campus residents go to the city to meet their shopping needs. Unsustainability of business shall not be a ground for violation of this principle.
- 4) There shall be no other store in the residential area selling grocery, stationery or household items.
- 5) The following points are to be noted while according such permission:
 - a) The firm will normally be given an unfurnished structure by the Institute.
 - b) The firm will not build any other type of durable structure.
 - c) The firm may build temporary structures for their own business. Such structures shall necessarily, be highly aesthetic and need prior approval of drawings by the Director. In the case of discontinuation of their contract, they will seek no financial compensation; it is all a part of the business risk.
 - d) The firm will follow Institute norms on hygiene safety, product standards, cleanliness etc.

Contd. To P/2

- e) In all cases, every attempt should be made to limit the facilities, even if it makes the situation less competitive and marginally expensive.
- f) Unjustified pricing, if any, will be handled through continuous monitoring by a committee on on-campus business, and in recalcitrant cases, by termination of contract. All shops will be required to follow a transparent policy on pricing and display price lists.
- g) The Institute will give preference for setting up a single "all products" type of store, covering grocery, stationery, household items and fruits & vegetables.

A. BUSINESS OPPORTUNITIES:

- 1) The store must keep on display at any time the prices of the products.
- 2) While the Institute does not compel any student or faculty to buy their needs from the store, a store on campus is expected to be their natural choice, if the store gives the right ambience and the competitive price.
- 3) The shop owner should use his own marketing, skills and strategy to cater to the needs of the huge mass.
- 4) The shop owner is encouraged to give discounts at regular intervals over marked prices.
- 5) As the total population of the campus is more than 8000, the opportunity is said to be huge. In cases, the firm may offer home delivery service to the residents at his own choice.
- 6) NIT hostels are operated by contractors who are at liberty to buy their supplies from any source they prefer. The Institute will not compel them to buy from this store; but being located on campus the store may be more competitive than outside shops for quality products.

B. OPERATIVE TERMS AND CONDITION:

- 1) After selection the Firm/Agency shall be intimated to operate the shop from a date fixed by the institute. (Preferably within 7-15 days of issue of L.O.I).
- 2) The Firm/Agency shall be required to furnish the interior of the shop, such as making of showcase, racks etc. But there shall be no construction, decoration or alteration of building (Temporary or permanent), without prior approval of the Institute.
- 3) The firm must make arrangement for display of goods to promote sales.
- 4) The collection should include grocery items, home and kitchen stationary, packed food items, fruits and vegetables etc. In addition to the above daily need items may find place in good numbers.
- 5) The shop should be open on all days from 9 a.m to 10 p.m. On any one day except Saturday & Sunday and other holidays the shop shall run on limited hours as specified by the authorities.

- 6) Adequate number of support staff may be deployed for service of the customers. The firm may provide self service option for choosing the commodities. Arrangement of trolleys, camera for security will be the responsibility of the firm.
- 7) The Firm is forbidden from giving credit to students and staff members of the institute.
- 8) The premises of the store shall not be used for any other purpose.
- 9) The Firm/Agency shall be responsible for upkeep of the surrounding area. All trash should be disposed in properly covered bins.
- 10) The Registrar or an Officer explicitly authorized by the Institute will represent the Institute in all dealings with the shop owner.

C. STATUTORY OBLIGATIONS:

- 1) The firm shall be directly responsible for payment of wages (including other benefits like E.P.F & E.S.I) to his manpower engaged under this contract at his own cost. No manpower and/or resources should be engaged exclusively for this shop; when the contract terminates there shall be no physical or moral pressure on the institute, on grounds of "person and/or resources displaced from job".
- 2) The Firm/Agency shall abide by all statutory and regulatory Acts of both Central Government and State Government.
- 3) The Firm/Agency shall comply the regulatory clauses of labour Act and shall not engage any minor under this contract.
- 4) All safety measures must be taken care of, in order to avoid any accident, fire and other Safety hazards. Any type of loss of assets due to any such incident is the sole responsibility of the Vendor. The Institute shall in no way be liable for any such incident occurring during or in connection with this contract.
- 5) If there is any damage to the institute property or any other financial burden on the institute because of willful or negligent action by the firm, the institute shall be entitled to recover the same by means of compensation from the Shop owner.
- 6) Subcontracting of the business will be seen as a serious breach of trust. Any person providing the service within or outside the shop must be directly employed by the firm and be responsible to it.
- 7) The store shall not distort the Institute Logo or other details and it shall not have any kind of monopoly over the institute logo or design of book procurement.

D. MODE OF SELECTION:

- 1) A committee constituted by the Institute will examine all the proposals on the basis of
 - a) Credentials in terms of proven track record in business.
 - b) Past experience in business
 - c) Authorization of reputed firms.
 - d) Financial Soundness of the firm/shop owner.
- 2) The recommendation of the committee will be put up to Director, NIT Rourkela for his consideration. Decision of the Director will be final and binding. It should be noted that selection

- 3) will be based on combination of credential, financial soundness and reputation instead of one alone.
- 4) Photo copies of all relevant documents as mentioned in Annexure-I have to be submitted along with the proposal, failing which the same is liable to be rejected.

E. COMMERCIAL TERMS AND CONDITIONS:

- 1) The successful bidder/firms shall deposit a Bank Draft of Rs.30,000/- (Rupees thirty thousand only) drawn on any nationalized bank in favour of Director, National Institute of Technology, Rourkela payable at Rourkela towards security deposit. The security money shall be released within one month after realization of the Institute dues, if there would be any on termination of the contract.
- 2) If the Firm/Agency fails to operate the shop within specified time given by the institute, the security deposit shall be forfeited and the next eligible firm/Agency shall be offered
- 3) The Firm shall pay license fee of Rs.6000.00 (Rupees Six Thousand only) per semester, which can be paid in two installments (i.e. 1st by 30th June and 2nd installment by 31st December). In addition to this, electricity charges at actual (H.T rate + service charge @ 20%) as per the meter reading has to be paid by the vendor every month.
- 4) For electricity charges, the firm will give an initial deposit of Rs. 5000/- which is refundable at the end of the contract period on vacating the premises. Electricity bill should be cleared within one week of receiving the bill.
- 5) The firm shall pay all taxes, fees, license charges, royalty commissions, deposit dues or other charges to the concerned authorities. In case of any default the institute shall have the right to recover the same from the bill or payment claimed from the institute.
- 6) The firm shall not appoint any person specifically for this business, nor make any major investment for the purpose. In case of termination of contract, the firm shall be solely responsible for its personnel and its assets.

F. CONTRACT VALIDITY:

- 1) The contract will be operative for a period of one year. However, this will be reviewed at the end of each year based on the performance and if found satisfactory it will be renewed for two years more, on year to year basis.
- 2) This contract can be terminated under any one of the following circumstances.

a) By giving one month notice by the Institute, without assigning a reason if in the opinion of the authorities such termination is in the interest of the institute. This termination will not be challenged by the contractor.

b) The firm not performing his duties properly as per the agreed terms and conditions of the contract. The institute shall decide whether the performance of the vendor meets specification or is deficient and to what degree. In such a case the notice period shall be one week

c) For committing breach of the terms & conditions of the contract or assigning the contract or any part thereof by the Agency to any third party or subletting whole or part of the contract of the premises to any third party. The notice period shall be one week.

d) The Firm/Agency being declared as insolvent by the court of law. The notice period shall be one week.

During the notice period of termination of contract in any of the situation contemplate above; the Agency shall keep discharging his duties as before till the expiry of notice period. It shall be the duty of the vendor to remove all the persons and / or resources deployed by him on termination of the contract on any ground whatsoever and to ensure that no person creates any disruption/ hindrance/ problem of any nature to NIT, Rourkela.

G. JURISDICTION AND RIGHT TO AMEND RULES:

1. The institute reserves the right to amend the rules of operation whenever and wherever considered necessary and appropriate. The same shall be intimated to the vendor in due course.
2. 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 Director, NIT, Rourkela is the sole arbitrator to decide the same and his decision is final and binding on both the contractor and the institute as per the provisions of the Arbitration and Conciliation Act 1996. If differences persist even after arbitration and there are compelling reasons to go to the court, it will be decided in the court of Rourkela only.

H. INSTRUCTIONS TO THE BIDDERS:

1. Interested bidders can visit the site in our campus on any working day. In case of any further clarification, the bidders may contact Prof. B. C. Ray, Department of Metallurgical & Materials Engineering Prof. I/C On Campus Business, NIT, Rourkela.
2. The bids must be submitted in one packet mentioning the following aspects of the agency/Vendor
 - a) Techno-Commercial aspects.
 - b) Financial Soundness.
 - c) Credentials.

3. E.M.D of Rs.30,000/- (Rupees thirty thousand only) in the shape of demand draft/Banker's cheque in favor of " Director, NIT, Rourkela", payable at Rourkela must be deposited along with the bid without which the bid will not be honored and liable to be rejected . The E.M.D will be refunded to unsuccessful bidders within a week of finalization of tender.
4. The bidders are requested to apply in a sealed envelope, addressed to The Registrar, NIT, Rourkela, superscribing the following on the top of the envelope.

<p>TENDER FOR OPERATING A SINGLE SUPER MARKET IN THE CAMPUS AREA OF INSTITUTE TENDER NOTICE NO: NITR/PW/ Tender/17/2013-14 DATE: 23.10.2013 Closing Date & Time : 18.11.2013, 3.00 PM Open on :18.11.2013, 3.30 PM (Part-I & Part-II)</p>
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5. All relevant information and documents must be furnished along with the proposals in the given format (Annexure- I).
6. Last date for submission of proposals :
Date of opening of proposals :
7. The Institute reserves the right to cancel / reject any or all offers without assigning any reason thereof.

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Annexure-I
ON THE LETTERHEAD OF THE FIRM
PROPOSAL FOR ALLOTMENT OF SINGLE SUPER MARKET

- 1) Name of the Firm/Agency : _____
- 2) Full Postal Address : _____

- 3) Other Business of the Firm : _____
- 4) Other firms in business operated : _____
by the same proprietors.
- 5) Office/Residence Phone No. / Mobile No., If
any: _____
- 6) Office Fax No. If any : _____
- 7) Name(s) of the Proprietor/ firm : _____
- 8) Trade License/ VAT No. / PAN No. : _____
SRIN No (Mandatory)
- 9) Volume of Business in the Financial : _____
Year 2009-10, 2010-11 and 2011-12.
- 10) Volume of Business in the Financial : _____
Year 2010-11 and / or 2011-12 with
NIT, Rourkela, if any Give details:
- 11) Past experience in similar business or credential (enclose relevant
document)

Signature of the Proprietor/ Partner

N.B. (Please enclose the following documents along with the form)

1. ITR/ Income Tax / Sales Tax Clearance Certificate
2. VAT/SRIN registration and PAN No.
3. Dealership Certificate, if any.
4. Approved license/registration.
5. Photograph of Shop (presently owned, if any).
6. Agency/ Dealership certificate of the brand

Annexure-II

Tender document for running single super market in the premises of NIT Rourkela to facilitate staff members and students of the institute.

PRICE BID

Tenderer will quote the % of the discount on MRP for goods/items	%
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From:

Complete address of the bidder with phone/fax & mobile no.