



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

Tender Notice No.: NITR/PW/2020/206

Dated: 13.11.2020

GENERAL TERMS & CONDITIONS FOR LEASE OF VARIOUS SHOPS IN SHOPPING COMPLEX, NIT ROURKELA

Proposals are invited through ***e-Procurement Module of Central Public Procurement Portal (CPPP)*** (<https://eprocure.gov.in/eprocure/app>) for the leasing of various shops in the new Shopping Complex, Near Main Gate, NIT Rourkela. The details of the various shops, EMD, Tender Cost to be deposited and monthly license fee are given below: -

Sl. No.	Description of Shop	Size of Shop	Type of Shop	EMD (Rs.)	Tender Cost (Rs.)	Security Deposit (Rs.)	Minimum license fee(Rs)
01	Shop No.1, Shopping Complex, Near Main Gate, Institute Campus.	7.2 x 3.6 = 25.92m ²	Grocery and Household Provision Store : Computerized Billing	20,000/-	500/-	1,00,000/-	10,000/-
02	Shop No.2, Shopping Complex, Near Main Gate, Institute Campus.	3.0 x 3.6 = 10.80 m ²	Barber Shop	20,000/-	500/-	50,000/-	5,000/-
03	Shop No.3, Shopping Complex, Near Main Gate, Institute Campus.	3.6 x 3.6 = 12.96 m ²	Vegetable Shop : Farm Fresh and All seasonal Vegitable.	20,000/-	500/-	50,000/-	5,000/-
04	Shop No.4, Shopping Complex, Near Main Gate, Institute Campus.	3.6 x3.6 = 12.96 m ²	Stationery / Giftorium : Shop	20,000/-	500/-	50,000/-	5,000/-
05	Shop No.5, Shopping Complex, Near Main Gate, Institute Campus.	2.4 x 3.6 = 8.64 m ²	Travel Agency	20,000/-	500/-	50,000/-	3,000/-
06	Shop No.6, Shopping Complex, Near Main Gate, Institute Campus.	2.4 x3.6 = 8.64 m ²	Milk Parlour: Milk, Curd, Paneer and dairy Product of All Brand	20,000/-	500/-	50,000/-	3,000/-

Note: Please mention the Shop No. you want to apply in Annexure-I.

1. The proposal should be submitted through e-Procurement module only as per the format given in the Tender document within the stipulated date and time mentioned below. Proposals received after the due date cannot be considered. All proposals should be super scribed with the text "Lease of various shops in Shopping Complex, NIT Rourkela" with tender number and due date.
2. The proposal should be filled in neatly. Over-writing and erasing shall make the proposal liable to be rejected. Every cutting must be initialled by the Proposer.
3. Every person desirous to participate in the proposal shall have to deposit the **EMD & Tender Cost (as stated above separately against each shop)**. And Bank's cheque/DD for the Bid security should remain valid for a period of 45 days beyond the bid validity period from the date of opening of proposals. EMD will be refunded to unsuccessful Proposer(s) within one month from finalization of the proposal. The earnest money of the Proposer whose proposal is finally accepted shall be kept as a part of security deposit. The Security Deposit shall be deposited by the Licensee within 15 days of allotment of the shop which shall be refunded within one month after realization of the Institute dues, if there would be any on termination of the contract or after the expiry of the license period. And the security deposited amount will not attract any interest.
4. It is a two bid tender with separate covers viz. **Technical bid (Cover-I) and Price bid (Cover-II)**, which are to be submitted by bidder through e-procurement module available in CPP Portal(<https://eprocure.gov.in/eprocure/app>) and your bid should be valid for a period of **120 days** from the date of opening of technical bid.
5. **Technical Bid Evaluation Criteria(Cover-I):** Technical bids will be evaluated based on the
 - i. Techno-commercial documents
 - ii. **Organization-** Credential of the bidder denoting the size of the organization, financial soundness and no. of skilled personnel.
 - iii. **Experience-** No. of years of experience in the similar business.
6. **Financial Bid Evaluation Criteria (Cover-II):** Financial bids of all the technically qualified bidders shall only be opened and H1 bidder shall be awarded the contract. Bidders quoting the license fee below the minimum rate shall be rejected. If there will be multiple H1 bidder, the decision of the committee to award the contract will be final. No bidder is allowed to challenge that decision.
7. In addition to this, electricity charges (**H.T. rate + 10% Institute Service Charge**) as per the meter reading has to be paid in every month.
8. The licensee shall be required to deposit license fee, electricity charges, water charges and other charges within 7th of the subsequent month. If licensee failed to deposit the same within the stipulated period for two consecutive months, then the Institute may disconnect the electricity and water connections, cancel the license and lock the premises without issuing any further notice. The security deposit amount in such cases shall be forfeited.
9. The lease period will be for the period of **one year from the date of grant of license/up to 30 June of the next year** unless terminated earlier by the Institute for violation of any of the terms and conditions of the Lease/Agreement. The lease period is likely to be extended indefinitely on year to year basis on approval of the Institute.

10. The ownership of the shop and its legal possession will remain with NIT Rourkela. The licensee will have right to use the shop as licensee during the license period for the approved business only.
11. The shop shall remain open for **six days a week (off on Monday)**. Any closure must be done with explicit approval of **PIC (OCB)** and proper notification among NIT community.
12. If the shop remains closed for more than 7 days without proper permission, it will be presumed to have been closed down. As such, the fresh proposals will be invited for the shop and the loss will be recovered from the first Licensee till that is taken over by the second Licensee.
13. The shop should remain open during the time as decided and intimated by the Administration from time to time.
14. The lease will be temporary and the successful Proposer will have to execute a Lease Agreement and he/she will abide by all the terms and conditions of the lease.
15. The Licensee shall strictly observe and follow all the orders and instructions issued by the Institute or its officers from time to time. In case of non-compliance of orders and breach of any of the terms and condition of Lease Agreement, the lease/allotment can be cancelled by the Institute without assigning any reason and security amount will stand forfeited.
16. The Institute will not be responsible for the payment of any bill due against any member of the Staff, employee and students etc. A notice to that effect shall be prominently displayed on the shop premises.
17. During the period of lease, if the shop is required by the Institute, the lease can be cancelled and the Licensee shall have to vacate the shop within the time specified in the order. In case of such an eventuality, no compensation except proportionate lease amount for the unexpired period of lease shall be returned.
18. The Licensee shall not transfer or sublet the shop or any part of the premises leased out to him/her. In case the Licensee is found to sublet the shop his/her lease will be cancelled immediately.
19. The Licensee shall not make any addition/alteration in existing immovable structure without prior approval of the Institute. In case the Licensee is found to make addition/alteration in the immovable structure his/her lease will be cancelled immediately.
20. The licensee shall arrange his own furniture in the Shop.
21. The Institute shall be entitled to recover any outstanding dues including penalty/fines, License Fees and other dues from security deposit of the Licensee.
22. The Licensee will not be allowed to open the facilities of the shop to the outsiders. The shop is solely meant for use by the Residents, Students, Visitors and Staffs of the Institute.
23. 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 money 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.
24. The items shall be sold in the shop as decided by the Institute from time to time.

25. 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. If anything sub-standard quality found, the Competent Authority or any other officer authorized by him on his behalf may seize the whole stock or part thereof and order the destruction there of.
26. To regulate price and quality, regular monitoring and supervision shall be made any time by an officer/official so authorized by the competent authority and submit the report of the irregularities, if any, to the office for necessary action by the committee, or authorized officer by the competent authority.
27. Only such articles shall be offered for sale, which are particularly approved by the Institute for the shop. The Institute may order in writing to prohibit the sale of the articles, which are in contravention of the instructions. The Institute can impose a fine up to Rs. 500/- on each default.
- 28. Receipt shall be provided to all customers for every item sold whether same is demanded by customer or not. Also payment against any purchase through online mode is mandatory.**
29. The sample of the articles can be collected at any time by the Competent Authority or his representative and if found substandard, appropriate punishment including cancellation of license can be imposed.
30. The Licensee shall keep a Complaint Book which shall be made available on counters to the Customers and authorized Officer(s) of the Institute shall have the right to see all these Complaint Books as and when required.
31. In case of any default, complaint or deterioration of requisite quality of items, the Licensee shall be liable to pay reasonable penalty levied by the Institute and shall deposit the penal amount as per direction of the Institute.
32. The Licensee should not be permitted to keep any items not included in the Rate List approved by the Institute, where applicable. Over charging of rates is strictly prohibited. In case of default, his license will be cancelled.
30. The sale of Narcotics, tobacco, alcohol and dangerous goods is strictly prohibited in shop. Further, Smoking and consumption of Alcohol/intoxicants in the premises are strictly prohibited.
31. The firm shall discourage consumption of food or drink in the shop premises or its vicinity. If it is observed that such practices are happening, the items should be removed from the product list.
32. The firm shall maintain the premises in good condition and keep it clean and tidy always.
33. The waste must be disposed of and 100% cleared before closing of each business day and cleared at sufficient intervals during the day. The firm shall maintain neat and cleanliness of the premises at all times.
34. In case of any loss or damage to the Customers occurred due to him/her employees negligence, the Licensee shall be responsible to make good the loss to the customer.
35. No child labour shall be employed by the licensee in any case. Full details of the employed person will be maintained by the licensee and will be provided to competent authority as and when demanded.
36. The Licensee will not appoint any employee without proper identification/verification and shall supply the list of his workers deployed by him who shall be equally responsible to receive any orders/information issued from this office rather they shall be treated as like licensee in this regard.

37. The Licensee shall be fully responsible for good conduct and character of his/her employee(s) and employees shall be properly dressed and ensure that the dress is neat & clean at all times.
38. The firm will be responsible to ensure that the provisions as laid down in the Minimum Wages Act and any other Act or rule as may be in force from time to time are strictly and properly adhered to and the Institute will not be responsible for any such violation on the part of the firm. The Institute shall have no concern, liability or responsibility regarding any dispute between the firm and his employees, as also in respect of payment of wages, allowances or other charges of any nature whatsoever. The personnel employed by the firm shall in no case be treated as employees of the Institute for any purpose whatsoever.
39. The Licensee shall maintain the Institute property in good condition. If there is any damage to building or any other Institute property because of willful or negligent act or poor maintenance by the Licensee, the Institute will repair it at the cost of the firm and levy a service charge of 200% over the cost.
40. The Licensee shall be responsible for the repair of shop required, if any, during the lease period.
41. The Licensee shall not dump any empty packing, baskets or any material on the roof or in the open space outside the premises not allotted to him 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/- per occasion can be imposed on the licensee by the Competent Authority.
42. No space outside the Shop for any purpose is allowed to be used. Veranda of the Shop will not be utilized for any purpose by the licensee. If any licensee of the Shop is found utilizing the veranda or open space then a fine of Rs. 500/- Shall be imposed on each occasion on the spot up to a maximum of three such offences & after that the license shall be cancelled.
43. On cancellation of lease, the shop shall be vacated by the allottee immediately 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.
44. In case of death of the licensee during license period, the license shall stand cancelled & will not be transferred to any member of his/her family.
45. No General Power of Attorney will be acceptable.
46. The Licensee shall be responsible to make all arrangements to ensure with regard to the safe custody. The Institute shall not be responsible for any damage, loss or theft in shop, if any.
47. In case of breach of any terms and conditions, the license shall be terminated without any notice and security amount & other amounts shall be forfeited.
48. The Institute shall have the right to cancel the lease after giving one-month notice without assigning any reason thereof or with immediate effect in case of some unusual situation arising and have the shop vacated at any time, on serving a notice in writing for infringement of the Agreement in part or whole. The Institute shall have the authority to impose penalty @ twice of the rent per day up to the period the shop is vacated. The decision of the Director, NIT Rourkela shall be final.

49. The Licensee shall not raise any legal dispute in the court of law and if there is a dispute the matter will be referred to an Arbitrator who would be the Director, NIT Rourkela or will be appointed by him and his decision shall be final and binding.
50. The decision of Director, NIT Rourkela 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.
51. All disputes arising out during the license period shall be subject to the jurisdiction of Court of Rourkela only.
52. Additional specific condition may be imposed by the Institute whenever considered necessary and appropriate. The same shall be intimated to the firm in due course.

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. S.K.Patra (LS), PIC, On-campus Business

Ph. No: - 0661246-2683

Email Id: samirp@nitrkl.ac.in

or

Asst. Registrar (Purchase & Works)

Ph. No: - 0661246-2051/2082,

Email Id: purchase@nitrkl.ac.in / sonwanis@nitrkl.ac.in

2. The bids must be submitted electronically in the e-Procurement module only mentioning **"ADVT. FOR LEASE OF VARIOUS SHOPS IN SHOPPING COMPLEX, NIT ROURKELA, Tender Notice No. with Date and Last Date of Submission"** and the bid must be uploaded with the following documents.
 - a) Details of the Proposer. (As per Annexure-I)
 - b) Copy of the PAN CARD, ADHAR CARD, & GST Registration Certificate.
 - c) Experience & Credentials.
 - d) Acceptance of all the terms and conditions of the tender (As per Annexure-III)
 - e) Price bid (in BOQ format)
 - f) Copy of the DD/Banker's Cheque as deposited towards EMD.
3. The required E.M.D in the shape of Demand Draft / Banker's Cheque and tender cost (non-refundable) in the shape of demand draft in favour of **"Director, NIT Rourkela", payable at Rourkela** must be deposited physically through speed post/register post/courier in a sealed envelope, **addressed to The Registrar, NIT Rourkela** superscribing the **"Tender Notice No. along with Type of Shop"** on the top of the envelope and should reach to the institute **on or before 08/12/2020 at 03:00 PM**. Without EMD and Tender cost the bid will not be honoured and liable to be rejected. The E.M.D will be refunded to unsuccessful bidders within a month of finalization of proposal and will be converted to Security Deposit for successful bidder. All relevant information and documents must be furnished along with the proposals.

4. Bidders registered with any of the following agencies/ bodies as per Public procurement policy for Micro & Small Enterprises (MSE) order 2012 are exempted categories from payment of EMD provided that the registration Certificate issued by any one of these below mentioned agencies must be valid as on close date of tender. Micro small or medium enterprises who have applied for registration or renewal of registration with any of these agencies/bodies but have not obtained the valid Certificate as on close date of tender are not eligible for exemption.
 - i) Khadi and Village Industries Commission (KVIC)
 - ii) National Small Industries Corporation (NSIC)
 - iii) Any other body specified by Ministry of MSME/GOI
5. Tender Documents may also be downloaded from the Institute website (https://nitrkl.ac.in/OldWebsite/Jobs_Tenders/11Miscellaneous/Default.aspx)
6. Last date for submission of bid : **Dt. 07.12.2020 by 03:00 PM**
7. Date of opening of technical bid: **Dt. 08.12.2020 at 03.00 PM**
8. The Institute reserves the right to cancel / reject any or all offers without assigning any reason thereof.

**Sd/-
Registrar
NIT Rourkela**

ON THE LETTER HEAD OF THE FIRM

TENDER FOR LEASE OF VARIOUS SHOPS IN SHOPPING COMPLEX, NIT ROURKELA

Sl. No.	Particulars	
1	Application for Shop No	
1	Name of the Agency/Firm/Contractor	
2	Full Postal Address	
3	Other Business of the Firm	
4	Office/Residence Phone No. /Mobile No.	
5	Email Id / Office Fax No. If any	
6	Name(s) of the Proprietor/Partners	
7	PAN No. (Mandatory)	
10	GST Reg. No.	
11	Aadhar No.	
12	Volume of Business in the Financial Year	2016-17 : Rs.
		2017-18 : Rs.
		2018-19 : Rs.
13	Past experience in similar business or credential (enclose relevant documents)	

Signature of the Proprietor/ Partner

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

1. Income Tax Return & Audited Profit & Loss A/c and Balance Sheet.
2. GST Registration No. and PAN No & Aadhar Card of the proprietor / partner(s).

FORMAT OF PRICE SCHEDULE

Sl. No.	Description	Amount (Rs.)
1.	Monthly License Fee	Need to quote in BOQ

(Letter head of tenderer)

Ref No: _____

Date: _____

LETTER OF UNDERTAKING AND DECLARATION

To

The Registrar

National Institute of Technology
Rourkela – 769008

Ref: Invitation for Tender No. _____ dated _____

I / We, the undersigned, declare that:

1. I / We have examined the tender document and its terms and conditions and have understood the details.
2. I / We are ready to execute in conformity with the tender document the contract in case I am / we are found successful as a tenderer.
3. If my / our bid is accepted, I / we undertake to comply all other formalities as per tender document and work order.
4. I / We also declare that neither our firm/company/proprietorship concerned was blacklisted in past nor any of our office bearer was convicted in any court of law.
5. I/ We accept all the terms and conditions of this Tender document and undertake to abide by them.
6. The detailed particulars of the tenderer are mentioned separately.

Yours sincerely

Date :

Place :

**(Name and Signature of Tenderer
With Stamp of the firm)**