



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

Tender Notice No.: NITR/PW/2022/291

Date: 21/12/2022

TENDER FOR RUNNING OF GROCERY SHOP AT NIT ROURKELA - 769008

Bids/Proposals are invited through e-Procurement Module of Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/eprocure/app>) for Running of Grocery shop (near main gate) at National Institute of Technology, Rourkela – 769008.

BID SCHEDULE

Tender Notice No.:	NITR/PW/2022/291, Date: 21/12/2022
Publishing Date:	21st December, 2022
Name of Work / Service:	Tender for Running of Grocery Shop near Main Gate at NIT Rourkela – 769008
Location:	Near Main Gate, NIT Rourkela.
Area:	33.82 m ²
Minimum monthly License fee:	10,000/- (Rupee Ten Thousand only)
Tender Fee:	500/- (Rupee Five Hundred only)
EMD Amount:	20,000/- (Rupee Twenty Thousand only)
Timing of Outlet/Shop:	7:00 AM to 2:00 PM & 4:00 PM to 9:00 PM
Last date of submission of tender:	11th January, 2023 at 11:00 AM
Opening date of Technical Bid:	12th January, 2023 at 11:00 AM

INSTRUCTION TO BIDDER

GENERAL

1. The contract shall be awarded to the successful bidder to operate the aforesaid business on license basis, which shall be run under certain conditions which are stipulated hereinafter and, in the terms and conditions of contract.
2. Each and every page of the bid must be signed by the bidder himself if the bidder is a proprietorship firm and in case of a partnership firm, by a partner. However, in the case of a partnership firm, there must be an authorization from all the partners to this effect that the person signing the bid as a partner has been authorized to sign the bid document on behalf of all partners.
3. If the bidder is a Company, there must be a valid authorization from the competent authority/ Board resolution, authorizing the person to sign and file the bid on behalf of the Company.
4. Any bid not signed on each page and without authorization may be rejected.
5. Overwriting or cutting in bid document must be avoided. However, if any over writing or cutting is caused due to some unavoidable reason, the same must be duly attested by the person signing the bid document.
6. The bidder is not allowed to make additions/alterations in the tender paper. Such additions and alterations shall be at the bidder own risk and shall render the tender to be summarily rejected. Conditional tenders shall not be accepted.
7. The bidder shall give his/her full permanent as well as correspondence address in Annexure-I and shall also furnish/attached proof thereof.

ELIGIBILITY CRITERIA

1. Good Financial health of an individual / firm / company, as the case may be, in terms of working capital, to run the outlet smoothly. Preferences will be given to individual / firm / company with good financial position / state.
2. The bidder must have PAN Number and GST / GSTIN number etc. The bidder whom the contract is finally awarded shall have a GST number for such shop/outlet in question as well, if the related law so requires.
3. Must have experience of running similar outlet(s) for not less than three years in a Government/ Semi Government/ Autonomous body/ any reputed organization etc. Interested bidder may apply along with sufficient proof of experience/ ability to run the shop/ outlet.
4. Any bidder who is already into any kind of litigation with the Institute shall be barred from participating in this tender process.
5. No firm shall be eligible for running more than one shop inside the Institute Campus.

EARNEST MONEY DEPOSIT (EMD)/BID SECURITY & TENDER COST

1. **EMD/ Bid Security (Refundable) for INR 20,000/- (Rupees Twenty Thousand only)** and Tender Cost (Non- refundable) for **INR 500/- (Rupees Five Hundred only)** in the form of Demand Draft (DD) in favor of "**Director, NIT Rourkela**" Payable at **Rourkela** from any Scheduled Commercial Bank except Co-operative and Gramin bank. The DD for the EMD/ Bid-Security should remain valid for a period of 45 days beyond the bid validity period from the date of opening of Technical Bids.
2. Bidder registered with Khadi and Village Industries Commission (KVIS), National Small Industries Corporation (NSIC) and any other body specified by Ministry of MSME/GOI 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 mentioned agencies must be valid as on close date of tender. Micro Small or Medium Enterprises who have applied for registration 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

3. EMD/Bid security of unsuccessful bidders will be returned to them without any interest at the earliest and latest on or before the 30 days after the award of the contract.
4. EMD and Tender Cost should reach physically through speed post/ register post/courier, containing in an envelope & super-scripted with subject, tender reference number addressing to **Registrar, NIT Rourkela- 769008, Odisha; on or before 12/01/2023 by 11:00 AM.**
5. Any bid without accompanying with EMD & Tender Cost is liable to be treated as non-responsive and rejected.
6. The Earnest Money Deposit (EMD)/Bid Security of the bidder who withdraws its bid in breach of terms and conditions of contract and who evades or refuses to accept the Award of Contract after being H1 within the period of validity, will be liable to forfeiture.

SECURITY PERFORMANCE GUARANTEE

Successful bidder shall have to deposit a security **amount equivalent to 10 times of the quoted license fee by the successful bidder.** The same will be returned without any interest after the license period is over and after key(s) of the licensed building is handed over by the occupant by vacating the shop. Refund will be subject to full settlement of dues payable to NITR and adjustment against damages, if any, or any other amount payable.

DOCUMENTS TO BE SUBMITTED (TECHNICAL BID)

The bidder must attach self-attested copies of the following documents along with technical bid. Any bid not accompanied by such documents would be liable for rejection:

- a. Copy of the dully signed tender document along with Corrigendum/Addendum, if any
- b. Copy of requisite work experience certificate.
- c. Copy of Aadhar, GST Registration Certificate, PAN and ITR for the last three financial years.
- d. Copy of previous three years ITR and Audited Balance Sheet and Profit & Loss Account showing gross turnover of the organization. (duly certified by Chartered Accountant).
- e. Copy of GST return for the last three month of publishing tender.
- f. Application for running Outlet (Annexure – I), Duly filled & Signed.
- g. Copy of any other supporting documents as may be deemed necessary and as is required under any other provision of the bid document and not mentioned herein above.

SUBMISSION OF BID

The bid shall be submitted in two parts **(i) Technical Bid (ii) Financial Bid** in the following manner: -

(i) **Technical Bid:** Technical bid shall consist of entire tender documents i.e. Annexure – I and Annexure – II along with all supporting documents as detailed above should be attached. All the technical documents should be uploaded online through e-Procurement module of CPP Portal. No any other mode will be entertained.

(ii) **Financial Bid:** The financial bid shall be uploaded as format mentioned in Annexure – II only.

- a. The base rate of license fee is mentioned in Page no – 1 of this documents. The base rate of license fee for bidding shall be as on the date of submission of bids. As such, bidders have to quote their bids over and above the said rate.
- b. The bid submitted below the base rate shall not be entertained and be summarily rejected.

- c. The financial bid should be uploaded in Price Bid cover (i.e. Cover – II) only, no any other mode will be entertained.

Any bids received after the stipulate date and time as mentioned above on Bid Schedule of this document, shall be summarily rejected and will not be considered under any circumstances, whatsoever the reason, no explanation to the effect such as delay in submission of bid has been caused due to site issue, shall not be entertained.

The tender will remain valid for a period of 120 days from the date of opening of technical bids. After the submission of bids, it shall be deemed that the bidder has undertaken to keep its tender open for acceptance for the entire period of 120 days and will have no right to withdraw the same before expiry of the said period.

OPENING OF BIDS

Technical bids will be opened on the stipulate date and time as mentioned in the tender documents or on the date and time as decided by the Institute in presence of bid opening members. Thereafter, financial bids of all technically qualified bidders shall be opened on the stipulated date & time as decided by the Institute.

TENDER EVALUATION

- (i) Technical Bid Evaluation Criteria:** Technical bids will be evaluated based on the documents submitted as mentioned above.
- (ii) Financial Bid Evaluation Criteria:** Financial bids of all the technically qualified bidders shall only be opened and H1 bidder shall be awarded the contract & if otherwise eligible by the committee. 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.

GENERAL TERMS AND CONDITION

1. 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.
2. 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.
3. 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.
4. The lease period will be for the period of **one year from the date of grant of license** 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.
5. 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.
6. The shop shall remain open for **365 days a year (from 7: 00 AM to 2:00 Pm & 4:00 PM to 9:00 PM)**. Any closure must be done with explicit approval of **Chairman/PIC (OCB)** and proper notification among NIT community.
7. 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.
8. The shop should remain open during the time as decided and intimated by the Administration from time to time.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. The licensee shall arrange his own furniture in the Shop.
16. The Institute shall be entitled to recover any outstanding dues including penalty/fines, License Fees and other dues from security deposit of the Licensee.
17. 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.

18. 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.
19. The items shall be sold in the shop as decided by the Institute from time to time.
20. 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.
21. 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.
22. 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.
23. 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.**
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. The firm shall maintain the premises in good condition and keep it clean and tidy always.
31. Unusable/old/not working/stale/expired items/parts/goods should not be kept in the shop/outlet under any circumstances.
32. 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.
33. 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.
34. The licensee shall employ in running the outlet only such persons as are careful, skilled, experienced in their trades, dutiful, sober, well-behaved and rules compliant.
35. No child labour shall be employed by the licensee in any case or any worker below 18 years of age. 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 entire business of the outlet shall be carried out in the name and at the behest of licensee.
42. 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. 1,000/- per occasion can be imposed on the licensee by the Competent Authority.
43. 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.
44. 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.
45. 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.
46. No General Power of Attorney will be acceptable.
47. 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.
48. 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.
49. 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.
50. 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.
51. 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.

52. All disputes arising out during the license period shall be subject to the jurisdiction of Court of Rourkela only.
53. The Institute reserves the right to cancel/reject any or all bids, or cancel the tender process, or abandon the procurement process of the service, or issue the another tender for identical or similar service without assigning any reason thereof.
54. 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.

ON THE LETTER HEAD OF THE FIRM
APPLICATION FOR RUNNING OF GROCERY SHOP AT NIT
ROURKELA - 769008

Sl. No.	Particulars		
1.	Name of the applicant (if individual/firm/partnership firm/Pvt. Ltd./Ltd)		
2.	Full Postal Address (Address of self and Firm)		
3.	Office/Residence Phone No. /Mobile No.		
4.	Email Id / Office Fax No., If any		
5.	PAN No. (Mandatory)		
6.	GST Reg. No.		
7.	Aadhar No.		
8.	EPF Code, if any		
9.	ESI Code, if any		
10.	Experience in years (if any) (enclose relevant documents)		
11.	Details of quality certifications, if any, obtained viz., ISO 9001-2000, FSSAI, HACCP etc., (Proof to be attached)		
12.	Annual Turnover during the last three years. i.e. 2018-19, 2019-20, 2020-21 (Copy of the Annual Accounts duly certified by the Chartered Accountant to be enclosed)	Year	Annual Turnover for the year
2018-19			
2019-20			
2020-21			
13.	Copy of Service Tax/GST Returns for the last three months of publishing of tender.		
14.	Income Tax Assessment Completion Certificates/ Assessment Orders for the financial years 2018-19, 2019-20 and 2020-21 (In the event of assessment of the years indicated having not been completed the certificate of the latest assessment completed may be enclosed and the reasons for non-completion of the assessment for the required years may be indicated)		

15.	Bank Mandate Form indicating Bank details		
16.	Details of Tender Cost/EMD:	Tender Cost	EMD
	a. Amount		
	b. DD No.		
	c. Dated		
	d. Bank & Branch		

NOTE:

1. All the documents enclosed to the Technical Bid should be arranged and submitted in the same serial order as they appear on the Technical Bid.
2. All the pages of tender documents must be numbered, duly signed and stamped by the bidder. If an individual or a proprietor of a firm is a signatory, he / she should sign with date and seal. In case of partnership firm, all the partners of the firm or a partner holding power of attorney for the firm (a certified copy of the power of attorney should accompany the documents) should sign. In both the cases, a certified copy of the partnership deed and current address of all the partners of the firm should be furnished. In case of limited company or a corporation, the documents shall be signed by a duly authorized person holding power of attorney for signing the documents, accompanied by copies of the power of attorney and the Memorandum and Articles of Association duly attested by a Notary Public.

DECLARATION:

1. I/ we hereby certify that the information furnished in this tender document is complete and correct to the best of my knowledge.
2. I/ we understand that furnishing of false information could result in disqualifying for the award of the license.
3. I/ We also authorize the INSTITUTE or its authorized representative to approach individuals, employers, firms and corporation to visit the works completed by us in the past or are in progress at present, to verify the competence and general reputation.
4. I/ We do hereby offer to perform and execute the license in conformity with terms and conditions of the contract.
5. I / We agree that the acceptance of any tender shall be at the sole and absolute discretion of the Institute.

Place:

Signature of the Bidder

Date:

Name of the Bidder

FORMAT OF PRICE SCHEDULE**[Should only be uploaded in the Price Bid Cover. Not to be enclosed in the Technical Bid]**

Validate	Print	Help	<u>Item Wise BoQ</u>
Tender Inviting Authority: REGISTRAR NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA- 769008			
Name of Work: Tender for Running of Grocery Shop (Near main gate) at NIT Rourkela			
Tender Notice No: NITR/PW/2022/291 DATE: - 21/12/2022			
Name of the Bidder/ Bidding Firm / Company:			
<u>PRICE SCHEDULE</u> <u>(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)</u> (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.)			
NUMBER #	TEXT #	NUMBER #	
Sl. No.	Item Description	Monthly License Fee (in Rs.)	
1	2	3	
1	Tender for Running of Grocery Shop (Near main gate) at NIT Rourkela. Size of Shop: 33.82 Sq.m		

Signature of Tenderer

(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)**