

**NATIONAL INSTITUTE OF TECHNOLOGY
TIRUCHIRAPPALLI**



ESTATE MAINTENANCE DEPARTMENT

**Notice Inviting Tender (NIT)
For Leasing Out the Shop Space for Food Outlets in B-Mess
NIT Ref No: NITT/EMD/SHOPS/2024/01
Dated: 04.10.2024**

Tender Document can be downloaded from following websites:

**<http://www.nitt.edu>
<https://eprocure.gov.in/eprocure/app>**

ADDRESS TO:

The Director
National Institute of Technology- Tiruchirappalli,
Thuvakudi, Trichy-Tanjavur National Highway - 83,
Tiruchirappalli - 620015,
Tamil Nadu, India
Kind Attn.: The Executive Engineer, EMD, NITT.
Phone: 0431 - 250-3830



NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI

Tender Ref: NITT/EMD/SHOPS/2024/01 Dt: 26-09-2024

Tender Notice No.	:	NITT/EMD/SHOPS/2024/01 Dt: 04.10.2024
Tender Title	:	Tender for Leasing Out the Shop Space for Food Outlets in B-Mess at NIT-Trichy.
Date of Issue/Publishing	:	04-10-2024
Start Date for Submission of Bid	:	04-10-2024
Last Date and Time for Submission of Bids	:	31-10-2024
Last Date and Time for receipt of queries	:	18-10-2024
Number of Covers	:	Two Covers Cover-I: EMD & Technical Bid Cover-II: Price Bid
EMD (Earnest Money Deposit)	:	Rs. 12,000/- (Page No.4)
Performance Security Deposit Amount	:	Rs. 1,20,000/-
Bid Validity	:	120 Days
Date and Time of Opening of Technical Bids (Cover-I)	:	01-11.2024. 11.30AM
Date of Opening of Financial Bids (Cover-II)	:	Will be Informed to the Technically Successful Bidders Only. (Through Mail)
Pre-Bid Meeting (For any query related to tender)	:	18-10-2024. 11.00 AM Estate Maintenance Office NIT-Trichy Tiruchirappalli - 15
Avail Tender at	:	http://www.nitt.edu & https://eprocure.gov.in/eprocure/app
Mode of Submission of Tender	:	Offline (Hard Copy)
Address for Submission of Tender	:	The Director National Institute of Technology- Tiruchirappalli, Thuvakudi, Trichy-Tanjavour National Highway - 83, Tiruchirappalli - 620015, Tamil Nadu, India <u>Kind Attn.:</u> The Executive Engineer, EMD, NITT. Phone: 0431 - 2503830
Contact Detail	:	The Executive Engineer Estate Maintenance Department Phone: 0431 - 2503831, 4540 ee@nitt.edu , emd@nitt.edu
Site Visit	:	10.00 am to 4.00 pm during tender active period.



Notice Inviting Tender

The National Institute of Technology Tiruchirappalli (hereafter referred to as the 'NITT') was established in 1964 and is one of the premier Institutes of National Importance. The National Institute of Technology Tiruchirappalli, under the Ministry of Education, Government of India, offers Graduate Courses in ten branches and Post Graduate Courses in twenty-one disciplines of Science, Engineering, and technology besides M.S. (By Research) and Ph.D. in all the departments. The institute is an example of cultural unity with students drawn from most of the states in the country. There are 23 boys and 06 girls' hostels, with around 7000 undergraduate, postgraduate and MS/Ph.D. students accommodated. There are nearly 2000 residents in NITT quarters. More details about NITT are available at our website, www.nitt.edu.

The National Institute of Technology Tiruchirappalli invites tenders for leasing out spaces for running the Shops in the campus under two bid systems: Technical Bid (Part I) and Financial Bid (Part II). Interested agencies/firms meeting the eligibility criteria as per the tender document may submit their bids completely in all respects. The important dates are mentioned on page 1 of this document.

Bids submitted with incomplete information or information not in conformity with the Bid Documents will summarily be rejected. While submitting the Bids, the Bidders must exercise utmost care to fill up the bid in all respects as per the specified terms and conditions. The bidders are requested to read the tender document carefully and comply with all specifications/instructions. Non-compliance with specifications/instructions in this document may disqualify the bidders from the tender exercise.

-sd-

Estate Officer



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PART-I: TERMS AND CONDITIONS

1. OBJECTIVE/ BRIEF DETAILS:

NITT invites tenders/bids from interested parties/vendors/service providers/Franchise who have experience and are currently engaged in the business as per the scope of the tender for leasing out spaces for running the following shop(s) in NITT. The objective of this tender is to cater to the daily needs of the community members such as Students, Faculty/Staff, residents, Guests, and visitors of NITT. The list of shops with location and area details are mentioned below.

Sl. No.	Shop No.	Category/Purpose of the Shop	Location of the Shop	Type of Shop	Current Shop Area in (Sq. Meter)*
1	BMS-01	Burger /Sandwich/Hotdog/Wraps/Rolls	B-Mess	Constructed Building	36
2	BMS-02	Italian/Pizzeria			36
3	BMS-03	Arabian items/Barbeque/Tandoori /Fried			36
4	BMS-04	Chinese Dishes/Momos/Burmese			36
5	BMS-05	Ice cream/Desserts/Beverages			36

*The area is exclusive of dining area. The common dining space for above shops will be provided without license fee.

The bidder can choose to apply for any one of the categories in the aforementioned list based on their major volume of business in the selected category. However, they will be permitted to sell other items listed in their regular menu. The tender evaluation shall be performed among the respective categories. In case the bidder is interested in applying in multiple categories, the separate tender document has to be submitted with all required documents. **If a bidder ends up with the highest discount for multiple shops, according to the Institute's norms, they'll only be allocated one of those shops. The Institute reserves the right to offer the other shops, for which the same bidder secured the highest discount, to the next highest bidder (H2)(Counter Offer) at the same rate that the H1 bidder offered. This ensures fairness and maintains the financial viability of the shops.** In case sufficient number of bidders doesn't qualify as per the Tender



Criteria and category, then NIT shall have the flexibility in clubbing one or more outlets for the same bidder, subject to the mutual interest of the bidder and NITT.

2. ELIGIBILITY CRITERIA:

- 2.1. The food outlet must be renowned with experience of 10 years in the market with a minimum of 300 functional branches/franchises in India or abroad.
- 2.2. The tenderer should possess FSSAI registration/Food License, Shops and Establishments Registration, GST Registration etc., Document proofs need to be submitted along with the tender document (Technical Bid).
- 2.3. The tenderer should submit proofs for an average annual turnover of a minimum of Twenty-Five Lakhs Rupees in the three financial years out of the preceding Five Years.
- 2.4. The applicant should not have any pending dues at NITT.
- 2.5. In case the applicant has functioned any food outlets at NITT in the past or ongoing contract, the concerned firm has to submit a NOC and service excellence certificate from the administrative head.
- 2.6. There should be no legal suit or criminal case pending or contemplated against the proprietor of the food outlet or the firm on grounds of moral turpitude or for violations of any of the laws in force. A self-declaration is sufficient but if proved wrong later, immediately License would be cancelled and the vendor has to pay License Fee of five times for the period already completed and also liable for legal action including Black Listing of the vendor.
- 2.7. The vendor should submit undertaking for refraining from display and sale of alcohol, and other intoxicant items which are banned for campus sales.

3. EARNEST MONEY DEPOSIT (EMD):

- 3.1 The bidder(s) should submit an Earnest Money Deposit (EMD) of **Rs. 12,000/-** (Rupees Twelve Thousand Only) only in the form of a Demand Draft (DD) in favour of **'The Director'** payable at **NIT-Tiruchirappalli**.
- 3.2 The Demand Draft towards the EMD amount and Form-"C" should be kept in a separate envelope along with the Technical bid (Cover-I).
- 3.3 Any bid which is not accompanied with the earnest money deposit shall be summarily rejected.
- 3.4 The Earnest Money Deposit for the unsuccessful bidder shall be refunded within 60 days from the date of finalizing the tender.



- 3.5 The earnest money of the bidder who withdraws its tender in breach of the conditions of the contract will be forfeited.
- 3.6 In case of a successful tenderer, the earnest money deposit will be adjusted towards the Security Deposit or it may be forfeited in case the successful tenderer refuses to accept the award of license or fails to complete the required formalities and occupy the premises within the specified and permitted time/ delay in starting the actual operation beyond the permitted time.
- 3.7 EMD amount will not carry any interest.

4. SECURITY DEPOSIT:

- 4.1 Successful bidder should deposit of **Rs. 1,20,000/-** (Rupees One Lakh Twenty Thousand Only) as an Interest-free Security deposit in the form of DD/FD/BG in favour of '**The Director, NIT-Tiruchirappalli**' in any the Scheduled Nationalized banks and which should be valid till three months after the completion of the contract duration.
- 4.2 Security Deposit will be returned without interest after the license period is over and after the occupant hands over the key(s) of the licensed building by vacating the shop. Refund will be subject to full settlement of dues payable to NITT and adjustment against damages, if any, or any other amount payable.
- 4.3 In case of breach of contract, Security Deposit may be forfeited either in part or in full as the Institute may deem appropriate, at its discretion., and the Vendor/Service Provider also may be blacklisted for such period as decided by the competent authority in addition to termination of the contract.
- 4.4 In case of, in which under no clause(s) of this contract, the licensee shall have rendered himself liable to pay compensation amounting to the whole of his Security Deposit, the Director shall have the power to adopt the following course as may be deemed by him best suited to the institute. To rescind the contract (of which decision, notice in writing to the licensee by him through competent authority shall be conclusive evidence), in which case, the security deposit of the licensee shall stand forfeited and be absolutely at the disposal of the institute. Besides, for the recovery of any amount in excess of the security money, the Institute shall be at liberty to adopt such legal recourse as it may deem appropriate at the time.
- 4.5 The security deposit shall not be adjusted towards any dues/ penalties until unless the license is terminated.

5. LICENSE FEE AND OTHER CHARGES:

- 5.1 **License Fee:** The vendor shall be liable to pay the monthly license fee of **Rs. 10,000/-** (Rupees Ten Thousand Only). The licensee shall pay GST (currently @18%) and other government taxes extra (if any).
- 5.2 **Water Charges:** The Institute will fix the water meter. Water charges will be levied on actual consumption for every month based on the meter readings. Water charges at present are at Rs.70/kL. It is subject to vary from time to time based on the charges of TWAD.
- 5.3 **Electricity Charges:** Electricity charges will be levied as per the prevalent tariff policy of TNEB Ltd, applicable to NITT as per actual consumption. A separate meter will be installed.



5.4 **Maintenance Charges:** An amount of Rs.300/- is to be levied toward maintenance/service charges. These charges shall be subject to change from time to time at the discretion of the Institute.

5.5 The monthly RENT payable will be the combination of all the aforesaid charges.

6. PAYMENT OF MONTHLY RENT:

6.1. The rental charges inclusive of the License Fee & GST, Water & Electricity charges, and Maintenance/Service Charges (as mentioned in point-5). The institute raises the invoice for the monthly rent at the end of each month (tentatively 5th of the succeeding month) for that month. The vendor should pay the rent within fifteen (15) days (tentatively 20th of the succeeding month) from the invoice date. The payment shall be made through SB Collect. The rent invoices will be sent to the registered mail id of the respective shops, and the original can be availed from the Estate Office. No further reminders will be sent in this regard.

6.2. In case of failure to pay the Monthly Rent within the stipulated time as aforesaid, the licensee shall be liable to pay the penalty as mentioned below over and above the rent. Part-payment will not be accepted. Even though the licensee pays only either a license fee or electricity charges, the penalty will be the same as mentioned below.

Delay Duration	Penalty
Within 1st Ten days from due date	5% of Invoice Amount
11 Days to 20 Days from the due Date	10% of Invoice Amount
21 Days to 30 Days from the due Date	15% of Invoice Amount
31 Days to 60 Days from the due Date	20% of Invoice Amount
Above 60 Days from the due Date	The contract will be terminated

6.3. If the licensee fails to clear the dues along with the penalty before 1st of the following month, the electricity and water connections may be disconnected without giving any notice on this behalf. The licensee may not be allowed to open and run the allotted shop until/ unless the dues are cleared.

6.4. Non-payment of Monthly Rent within the time repeated for more than **THREE (3)** times shall be deemed to be a severe breach of the contract and may lead to termination of the contract at the discretion of the Institute and which shall not be challenged by the licensee under any circumstances whatsoever.

7. LICENSE PERIOD:

7.1. The duration of the license will be initially for a period of **TWO (2)** years from the date of the allotment order. The first three months are the probation period, and on satisfactory completion of the probation period, the license will automatically be extended for the rest of the tenure, i.e., **Twenty-One (21)** months. Further, the contract may be annually extended (one year at a time) for **Three (3)** more years based on past performance/feedback. Under no circumstances shall the contract be extended for more than **Five (5)** years (i.e., 2 Years + 1 Year + 1 Year + 1 Year). The decision of the Institute shall be final and binding on the Licensee.



- 7.2. The aforesaid extension of the license period is at the sole discretion of the Institute, and the terms & conditions remain the same unless changed by the Institute.
- 7.3. After completion of the initial two years, on every annual extension, the license fee shall be increased by 10% over the previous year's license fee.

8. TIMINGS OF SHOPS/OUTLETS:

- 8.1. The timings of the said premises for providing services can be 24x7. However, non-working days may be as per the notifications of the Labour Dept. of the Govt. of Tamil Nadu.
- 8.2. The Institute may regulate the timings for open hours of the shops as per the requirement.
- 8.3. The presence of the licensee or his persons shall be ensured during the said working hours; otherwise, it would be a violation of the terms and conditions calling for the termination of the license followed by eviction. The shop may be closed, and timings may be changed with prior permission from the institute.
- 8.4. Shops shall run effectively and shall not be closed without intimating the Institute. During summer vacation, shops may be closed with prior permission from the Institute. However, the Licensee shall continue to pay the rent and other charges like electricity, water, etc., if the Institute gives permission for the closing of the shop during the summer vacation and/or term break of students or due to any other circumstances.

9. PRODUCTS AND PRICES:

- 9.1. All items declared in the submitted Price List must be available during the working hours of the shop. However, the Institute may add or delete any number of items to the same. In case of a stock out, Items should be sourced and made available to the users at the earliest.
- 9.2. The price list should be displayed (size 5 ft x 3ft) in front of the Shop Premises. He shall not charge excess of the rates approved by the Institute. The rates, once decided, should be strictly adhered to and cannot be changed under any circumstances without prior approval of the Institute, and approval should be displayed.
- 9.3. Permission for any alteration, addition or deletion should be obtained from the Institute along with the prices of respective items.
- 9.4. The packed items must be sold at a reasonable market price but not above the MRP.
- 9.5. The prices quoted in the tender are supposed to remain static during the entire license period, and the licensee shall not be entitled to any compensation due to the fluctuation in the market rates of materials and labor. In no case, a price hike will be considered during the initial TWO (2) years of license. The licensee can request a price hike; the EWAC may permit a price hike by consulting the licensee and the decision is at its sole discretion. The licensee can request a price hike only at the time of license extensions after initial license period (i.e. 2 Years).



- 9.6. A small set of services/items for sale, along with the price list, should be prominently displayed in legible font. A printed price list should also be available. All items in the price list should be made available to the customer.
- 9.7. In case the Licensee is found charging more than the rates duly approved by the Institute, the Institute reserves the right to impose a penalty and (or) terminate the license with immediate effect with forfeiture of the Security Deposit.

10. QUALITY, HYGIENE & CLEANLINESS:

- 10.1. The Licensee shall maintain the quality in servicing of eatables and availability of fresh items. There shall be no compromise in regard to the quality of items/services to be sold/offered in the Shop.
- 10.2. It is the Licensee's responsibility to maintain clean and regular upkeep of the outlet and nearby area.
- 10.3. The Licensee shall maintain complete hygiene in the Shop, in storage, and servicing of eatables and in keeping the floor, furniture, neat and clean, to maintain the standards and aesthetic values in the Shop. The licensee shall also have to make his own arrangements for the safe storage of materials.
- 10.4. Efficiency, promptness, quality of goods/ service, good behaviour, and politeness of the Licensee and his staff are the essence of the contract. The Licensee is required to ensure that this essence of the contract is always maintained. Quality of services, hygiene, and preparation should be maintained as per industrial practices/compliances.
- 10.5. The premises should be kept well-ventilated and well-lit. No display/encroachment is allowed outside the premises.
- 10.6. Unusable/old/not working/stale/expired items/parts/goods should not be kept in the shop/outlet under any circumstances.
- 10.7. The use of PLASTIC bags is strictly PROHIBITED, and the same shall not be used under any circumstances whatsoever. Instead use of Paper bags/plates/cups/etc.is encouraged.
- 10.8. If any complaint is received on substandard quality, Competent Authority (EWAC) or any other officer authorized by the Institute may seize the whole stock or part thereof and order the destruction thereof the Complaint/Suggestion Register to be kept and should be available to all customers.
- 10.9. The Institute will have the power to inspect the foodstuff at any time at their discretion and can reject any foodstuff if deemed fit and proper. The Institute also reserves the right to appoint a committee to inspect the quality of food prepared and served and the cleanliness of the outlet and its surroundings. The Institute reserves the right to send the food samples to the Govt. approved food testing laboratories for conducting microbiological tests.

11. WASTE DISPOSAL GUIDELINES:

- 11.1. The Vendor/Service Provider will be responsible for garbage disposal and will ensure proper disposal of the collected waste solid/liquid on a daily basis under his own



arrangements. Necessary arrangements with Corporation/Local bodies will be the responsibility of the Vendor/Service Provider.

- 11.2. Accumulation of garbage/waste in premises will not be acceptable and should never be kept overnight in the Institute premises. Dust and waste materials shall be collected in proper bins and disposed of immediately. Plastic bags shall be used in all the dust bins in the premises for easy collection and disposal; so that the dust bins are maintained neat & clean and in a hygienic condition. All dust bins will be washed/sanitized regularly.
- 11.3. Use of plastic tea cups and plastic carry bags is discouraged. Instead, the use of Paper bags/plates/cups, environment-friendly material is encouraged.
- 11.4. Pest/rodent control should be done on a regular basis (monthly/ quarterly) to control harmful insects and rodents.
- 11.5. Old/stale and expired items (i.e. beyond expiry date) should not be kept in the shop.

12. DEPLOYMENT OF WORKMEN:

- 12.1. The Licensee shall employ its own staff and shall be responsible for the timely payment of their wages/ salary.
- 12.2. The licensee shall not employ any child labour (s) in Contravention of the Labour Employment Act, 1970. The licensee will be fully responsible for the implementation of laws relating to Labour, shops and Establishments, Minimum Wages, ESI, PF. & Workmen Compensation, etc. The licensee shall be responsible for the payment of wages and allowances to his staff as per the Minimum Wages Act of Labour Law in force and all statutory dues to the persons employed by him (If applicable).
- 12.3. The Licensee shall employ for running the shop only such persons as are careful, skilled, experienced in their trades, dutiful, sober, and well behaved and rules compliant.
- 12.4. The staff employed by the Licensee shall have to be vaccinated, medically fit and kept neat and clean.
- 12.5. No female employee shall be allowed to work in the shop during the night, i.e., beyond 8:00 pm.
- 12.6. Worker(s) in the outlet shall be deployed after his/her deployment is cleared by the Estate Office and for this purpose, the licensee shall provide the details of them in the given format.
- 12.7. All the workers shall invariably carry their ID Cards (to be provided by the licensee at its own costs) and shall be produced to the security personnel and other Institute authorities whenever asked for.
- 12.8. The Licensee shall neither employ any child labour nor any worker who is below 18 years of age and as prohibited under the law/rules/regulations.
- 12.9. The bearers for servicing in the outlet will have to be provided uniforms by the licensee during working hours at its own cost, and they will be unfailingly required to wear them in neat and tidy manner uniforms during working hours.
- 12.10. The licensee shall be bound to remove any such worker and disallow him/her from entering into the Institute premises that the Institute does not deem appropriate to continue within the Institute premises for administrative or any other reasons.



- 12.11. The licensee shall have absolute authority in regard to the engagement, disengagement, suspension, termination, retrenchment, dismissal and discharge etc. of its workmen and for all disciplinary actions against them. The licensee shall be responsible for the master and servant relationship with its workmen, and the Institute shall have no concern whatsoever with all the above-mentioned matters.
- 12.12. The Licensee shall further be liable to make good the loss to the property of the Institute, if any that may be caused on account of any non-responsible action on the part of its workers, whether deliberate or otherwise.
- 12.13. The Licensee will be solely responsible for the general discipline and conduct of his staff at the Institute at all times.
- 12.14. It shall be the sole responsibility and liability of the Licensee to carry out the obligations arising out of various labour legislations.
- 12.15. The Licensee or his employees shall maintain harmony in the hostel/Institute/Shopping complex zone and shall not indulge in any illegal activities in the Institute / Hostel premises. In case of any such event /activities detrimental to Institute's interest/decency/morality etc., the Institute shall have the right to terminate the agreement immediately.

13. PENALTY CLAUSE:

- 13.1. Failure to supply products/services/food in terms of quality, quantity, and as per the primary menu will attract a penalty. The Institute will have the full power to impose the penalty on the Licensee for not fulfilling the requirements. Any lapses by the licensee will be viewed seriously and penalties will be imposed on the Licensee as given below:

S. No	Particulars	Penalty Amount
1	Non-maintenance of biodegradable and non-bio degradable wastes dustbins	Rs. 500/- for each occasion
2	Vegetables kept for use is found to be of poor quality or rotten/stale/spoilt/infected	Rs. 1000/- for each occasion
3	Oil should not be reused more than the specified times. If reuse of oil is found	Rs. 500/- for each occasion
4	If complete area of the outlet and dining area found to be unclean	Rs. 500/- for each occasion
5	Presence of unwanted items in food such as blade, glass, metal wires, nails, insects, cigarettes, clothes, rope, soft plastic, etc., or any insect/foreign particle found in the food	Rs. 500/- for the first instance, Rs. 1,000/- will be in the second instance onwards.
6	If unclean utensils found	Rs. 500/- for each occasion
7	If the personal hygiene of workers is found unsatisfactory	Rs. 500/- for each occasion
8	If the Vendor is found to have used unbranded/wrong/duplicate quality of any commodity	Rs. 500/- for each occasion
9	Non-compliance with the safety norms	Rs. 500/- for each occasion



11	If the left-over food and other vegetable waste are not fed to garbage composite and disposed of within the same day	Rs. 500/- for each occasion
12	Chewing of gutka/smoking of cigarettes or bidis or similar stuff by the staff of the vendor	Rs. 1000/- for each occasion
13	For any other breach of contract	Rs. 500/- for each occasion

17.1.1. For any penalty provisions stated above, (i) the First violation of the rule implies a fine as per the above rules, and (ii) the Second and subsequent violations of the same rule within 30 days of the previous violation, will attract triple the initial amount of fine on the Vendor.

17.1.2. For repeated defaults more than 3 times during the contract, the Institute shall forfeit the Security Deposit besides termination of the contract.

17.1.3. The Vendor may appeal to the competent authority of the institute for reduction/waiver of penalty. The decision of the competent authority shall be final and binding.

17.1.4. The above penalties are not exhaustive, and any additional lapses found will unarguably invite additional penalties as decided by the institute. The decision of the competent authority of the institute shall be final with respect to the extent of penalties being levied. The Institute reserves the right to impose the penalty, and the quantum of the penalty will be decided in individual cases, and the decision of the competent authority shall be final and binding.

14. COMPLIANCE OF STATUTORY OBLIGATIONS AND OTHER PROVISIONS:

14.1. All the Statutory compliances will be the responsibility of the Licensee. The Licensee shall comply with all existing Labour legislations and Acts, Provisions, such as the Contract Labour Regulation Act, Workmen's Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, Goods and Service Tax, etc. For any lapse or breach on the part of the Licensee in respect of non-compliance of any Labour legislation in force during the validity of the contract, the Licensee would be fully responsible.

14.2. The Institute shall be absolutely immune and deemed indemnified in all matters, claims, liabilities, and legal consequences that relate to compliance with statutory provisions, rules and regulations, orders and directions of Govt. authorities / municipal corporation/courts/forum, etc., as well as the provisions of this contract agreement. In case, the Institute is put to bear any liability for lapses on the part of the licensee or for its illegal actions, the Institute would have the right to realize from the licensee all dues if those are in financial terms, and on other matters, in appropriate manner as it deems appropriate including adopting legal recourse.

14.3. The Licensee shall be liable to make good the losses in financial terms that it may be subjected from time to time on account of any lapse on its part or arising out of statutory liabilities including the dues towards the workers in regard to wages, court awards, compensation which are caused to be paid/borne by the Institute due to the licensee's failure, as well as the Institute's license fee, electricity charges and other dues etc. The licensee shall pay all such dues to the Institute within fifteen days from the receipt of the



letter issued by the Institute on this behalf, failing which the same would be recovered/realized from the performance security deposit.

- 14.4. **Compliance with the Institute rules and Regulations:** The Licensee and his employees shall comply with all norms stipulated by the Institute such as Gate Passes, Checking, Maintenance of Cleanliness, Discipline & Decency at and around the work site, Safety Precautions and Safety Regulations.
- 14.5. **Safety and Security:** The Licensee shall abide by the safety code provisions as per the safety code framed from time to time by the government. The Licensee shall maintain the Safety Standards and shall take appropriate fire safety measures at the shop(s) at their own cost.
- 14.6. The Licensee shall follow all the rules and regulations as laid down by the Municipal Authorities/State Government/Central Government as applicable.
- 14.7. Fire extinguishers of appropriate type and sand buckets etc., should be installed in accessible places and should be in working conditions.
- 14.8. The licensee shall ensure that no product shall be sold from the premises which are prohibited from being sold within the premises of an educational Institute, as per the provisions of the Cigarette and Other Tobacco Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and Distribution) Act, 2003.
- 14.9. The licensee would comply with all guidelines/instructions issued by the Officer In-charge (Estate) in consultation with the Chairman, EWAC besides following other Institute Orders/ instructions of security authorities concerning the security/safety issues and Institute discipline.

15. TERMS AND CONDITIONS:

- 15.1. The Institute will provide a model license Deed for execution to the successful tenderer on allotment. License Deed to be furnished in Non-Judicial Stamp Paper of Rs.100/- by the licensee at his own cost, within 15 days from the issue of allotment letter along with other documents/payments, failing which penalty as mentioned will be imposed.
- 15.2. The Public Premises (Eviction of unauthorized occupants) Act, 1971 will be applicable to all allotments of shops.
- 15.3. Safety standards should be maintained. Fire extinguishers (2 Kg & 4.5 Kg dry type) and sand buckets should be installed in accessible places and should be in working conditions. A list of emergency numbers should be displayed in a prominent place. First-aid measures should also be available for emergencies.
- 15.4. As per the directions of the Government of India, the Licensee shall facilitate a swipe payment machine and shall also provide the UPI-based payment system. The Licensee shall further display its VPA (virtual payment address) or Q-Code on the display board to enable the consumers to make payments via UPI App (BHIM or equivalent) apart from cash payment. If a common digital payment system is adopted in the Institute, such a payment system has to be accepted.
- 15.5. The Shop will be on a Non-Exclusive basis and more than one shop of the same kind can be opened by the 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 the 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.
- 15.6. The Licensee shall equip the shop for running the business to the satisfaction of the Institute authority and shall display the articles in a presentable manner.
 - 15.7. Proper receipt/bill of each transaction should be provided to the concerned user. Whenever the institute authority demands monthly sales details, the licensee should produce the details.
 - 15.8. The licensee shall be responsible for the repair of the shop, if required, during the License period with prior permission from the Institute.
 - 15.9. Any dues against a customer on the part of the Contractor shall not be the responsibility of the Institute.
 - 15.10. Any damage to the Institute Property during the contract period will have to be borne by the Licensee.
 - 15.11. Addition or alteration/ modification of anything in the physical structure of the space provided is not permissible in any manner without a valid written order from the Institute.
 - 15.12. The Contractor is not allowed to award, allot, sell, mortgage the license, or sublet in any form to any other person in any manner whatsoever.
 - 15.13. In case of non-compliance with the terms and conditions of the contract by the Contractor, the Institute will have the absolute power to terminate the license without assigning any reason whatsoever.
 - 15.14. The campus is a 'NO SMOKING' zone and usage/selling of any kind of tobacco/alcoholic/drug materials are not allowed inside the campus.
 - 15.15. The Institute shall be at liberty to terminate this agreement and forfeit the security deposit in case the Contractor commits any breach of any term or condition contained in the contract.
 - 15.16. The Contractor shall abide by the municipal laws and other authorized bodies pertaining to the sale of food, drink, and other eatables and shall also obtain the necessary license from the competent authority as may be required under the law.
 - 15.17. The Contractor shall not use the premises for any other purpose.
 - 15.18. The Vendor/Service Provider shall not utilize any additional common space other than the allotted area of the shop. The encroachment in the service passage, staircase area, and other open spaces shall not be allowed and will attract a penalty.
 - 15.19. Hanging of hoarding/ advt. board shall be done as per instruction/ decision of the Institute.
 - 15.20. The Vendor/Service Provider should be able to shift to any other suitable place within the campus whenever required (for maintenance or any other circumstances).
 - 15.21. The Vendor/Service Provider will ensure that no instance of fire takes place and no injury to any of his employees or the Institute person takes place. In case any of this happens, then the Vendor/Service Provider will be responsible for fulfilling the loss that occurred.



- 15.22. Security of licensed premises, equipment, fittings, fixtures, furniture, etc. is the responsibility of the Vendor/Service Provider. Any damage to the Institute Infrastructure by the Vendor/Service Provider's team or caused due to their negligence will be repaired or replaced at the Vendor/Service Provider's cost and shall attract an appropriate penalty.
- 15.23. The Institute shall neither be liable for any damages nor be under any obligation to inform the Vendor/Service Provider. Damage here means to property or individuals. The cost of any kind of damage caused by the Vendor/Service Provider staff shall be borne by the Vendor/Service Provider.
- 15.24. Any loss to the Campus residents with regard to the services provided by the Vendor/Service Provider shall be the responsibility of the Vendor/Service Provider only. The Institute shall be indemnified in this regard and shall not be a part of any legal proceedings thereto.
- 15.25. The Vendor/Service Provider shall not tamper with the trees, plants, shrubs, and flowers standing or maintained around the said shop or in other places of the campus. The Vendor/Service Provider shall not make any addition or alteration to the building of the said shop/premises or temper with the fittings or electrical installations therein, nor make any unauthorized constructions or extension to the electricity or water supply lines without the specific written permission of the Institute authorities.
- 15.26. The Institute shall further be within its absolute rights to enter the premises and assume absolute possession of the premises licensed under this contract from the licensee and the same shall not be subject to challenge. All the goods belonging to the Vendor/Service Provider in such circumstances shall be deemed forfeited there-from and may be sold or put to auction at the discretion of the Institute. The Institute may, if it so desires, proceed against the Vendor/Service Provider in terms of provisions of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971, since the entire premises is governed by the provisions of the said Act in case of non-handing over its possession to the Institute as aforesaid.
- 15.27. The Vendor/Service Provider shall maintain and provide all necessary documents, feedback registers, and records in connection with the review of the performance of shops and other related documents for complying with any statutory requirements and provisions of applicable laws.
- 15.28. In case of vacating the shop, it is the responsibility of the Vendor/Service Provider to remove/dismantle additional structures constructed by them for their use, if any. In case the Vendor/Service Provider vacates the premises without dismantling /removing the additional structures, the cost of dismantling /removing the additional structures shall be adjusted out of the performance security deposit, and the balance shall be refunded.
- 15.29. **INTERPRETATION:** All the terms and conditions of the contract shall be read in conjunction with all other documents forming part of this contract. Notwithstanding the subdivisions of the documents into these separate sections, every part of which shall be deemed to be supplementary to and complimentary of every part and shall be read with and into the contract.



- 15.30. With mutual consent between the Institute and the Vendor/Service Provider, any other point can be included in the agreement at the time of its execution.
- 15.31. The institute has a strict policy against any form of sexual harassment (**Zero Tolerance for Sexual Harassment & Misbehaviour**), and there is no acceptance of such behaviour under any circumstances. Immediate termination of license under this circumstance.

16. SCOPE OF THE LICENSEE:

- 16.1. The Institute will provide only a shop space (constructed building as mentioned in Page-02), Water & Electricity Supply. The Vendor/Service Provider will be responsible for all other required standard quality infrastructural arrangements for running the shop inclusive of the furniture, fixtures, electrical items, crockery, cutlery, glassware, and kitchen utensils, serving ware, linens, all consumables, appliances, and other required arrangement whereas applicable, at their own cost.
- 16.2. Civil, structural modification, and Interior Design is permitted subject to the approval of appropriate authorities. Entire expenses for Interior Design should be borne by the Vendor/Service Provider.
- 16.3. The Vendor/Service Provider shall be responsible for the minor repair of the shop, if required, during the contract period with prior permission from the Institute.
- 16.4. The Vendor/Service Provider should arrange at its own cost to install AC for summer and adequate heating arrangements for winter, if required.
- 16.5. It will be the responsibility of the Vendor/Service Provider to safeguard the allotted/ its assets. The institute will not be responsible in any way for loss or damage arising out of unusual occurrences, for example, voltage fluctuations, seepage of water, etc.
- 16.6. The institute will not provide power backup. The licensee can install the required UPS/Silent DG Set by getting prior permission from the Institute.
- 16.7. RO/ Filtered/ Bottled water (Reputed Brand Only) is only to be served to all the community members. The RO/ Filtered water is to be served free of cost. Installation of RO/Filter (Reputed Brand Only) shall be done by the Vendor/Service Provider on its own cost.

17. SCOPE/INFRASTRUCTURE/FACILITIES PROVIDED BY THE INSTITUTE:

- 17.1. The shop is solely meant for use by the Staffs, Residents, Students, Visitors, and Workers under contractors of the Institute.
- 17.2. The Institute will provide only a shop space, Water & Electricity supply, the Vendor/Service Provider will be responsible for all other required standard quality infrastructural arrangements for running the shop inclusive of the furniture, fixtures, electrical items, crockery, cutlery, glassware, and linens, all consumables, appliances, and other required arrangement whereas applicable, at their own cost.
- 17.3. The common dinning space for above shops will be provided without license fee.
- 17.4. Civil, structural modification, and Interior Design is permitted subject to the approval of appropriate authorities. Entire expenses for Interior Design should be borne by the Vendor/Service Provider.



- 17.5. The Vendor/Service Provider shall be responsible for the minor repair of the shop, if required, during the contract period with prior permission from the Institute.
- 17.6. The Vendor/Service Provider should arrange at its own cost to install AC for summer and adequate heating arrangements for winter, if required.
- 17.7. It will be the responsibility of the Vendor/Service Provider to safeguard the allotted/ its assets. The institute will not be responsible in any way for loss or damage arising out of unusual occurrences, for example, voltage fluctuations, seepage of water, etc.
- 17.8. The institute will not provide power backup. The licensee can install the required UPS/Silent DG Set by getting prior permission from the Institute.

18. SPECIAL TERMS AND CONDITIONS:

- 18.1. The food & beverages shall be cooked / prepared, stored (Veg/ Non-Veg separately) and served under hygienic conditions. The Vendor/Service Provider shall ensure that only fresh food is served, and the stale food should not be recycled. Stale food shall be removed from the premises as soon as possible.
- 18.2. Supervision of the services and food arrangements during operational hours and maintenance, by arranging, engaging, and deploying of competent qualified experience staff along with the manager is the sole responsibility of the Vendor/Service Provider.
- 18.3. Maintenance, repair and cleaning of cooking equipment, fridge, hoods etc. will be the responsibility of the Vendor/Service Provider at their own cost.
- 18.4. The Vendor/Service Provider shall employ its own restaurant staff, provide them clean uniforms at its own cost and shall be responsible for timely payment of their wages/ salary directly in their bank accounts. The Vendor/Service Provider will also be responsible for statutory payments as per rules in force from time to time. The Institute shall not be responsible in any manner in this regard.
- 18.5. The Vendor/Service Provider will ensure that the cooks have proper shave and clipped nails while cooking food and should wear clean apron and headgear maintaining all hygienic conditions while cooking and servicing. The Vendor/Service Provider's employees handling and serving food items should wear plastic/ rubber gloves. Mandatory to wash hands with soap after use of the rest rooms and before cooking food. Ensure all the employees are free of any contagious diseases or ailments.
- 18.6. The Vendor/Service Provider shall use all fresh and of standard/ good quality raw material, eatables, veg and non-veg food items, oils, etc. necessary for running the restaurant at its own cost.
- 18.7. The oil/ ghee and all other ingredients to be used in the restaurant shall be from amongst the reputed brands. It should have FSSAI/ FPO/ AGMARK marking.
- 18.8. The Vendor/Service Provider should not keep any food items for sale which has already surpassed the date of expiry.
- 18.9. Quality of food/ services provided will be inspected/ checked from time to time and if found unsatisfactory the contract may be cancelled at any time by the Institute with/ without furnishing any notice. The Institute reserves the right to impose a fine/ penalty, as decided by the institute.



- 18.10. The Vendor/Service Provider shall provide adequate number of covered dust bins to ensure proper disposal of garbage. The garbage should be disposed of regularly at directed locations without fail by the Vendor/Service Provider at its own cost as per the institute norms.
- 18.11. The Vendor/Service Provider will ensure a high standard of cleanliness, hygiene and sanitation in the restaurant premises at its own cost. The Vendor/Service Provider will make the arrangements for keeping all eatables in a covered showcase, free from flies, insects and rodents.
- 18.12. Unrefrigerated cooked food not consumed within suitable time shall be deemed to be stale and unfit for consumption. Stale food should be removed from the restaurant premises immediately.
- 18.13. There should not be any littering of unused food or any other articles within the restaurant. The Vendor/Service Provider will also ensure that no used utensils like cups, plates, spoons etc. are lying in the passage/ staircase/ corridor/ campus and these should be removed immediately by the Vendor/Service Provider.
- 18.14. The Vendor/Service Provider will ensure that the cooked and uncooked food is stored properly, and no stale food is served in the restaurant. In case of any food poisoning, the Vendor/Service Provider will be held solely responsible and will be penalized besides legal action as appropriate.
- 18.15. The Service provided is required to ensure no reuse of leftover food from the previous day. Leftover food should be disposed of appropriately.
- 18.16. The Vendor/Service Provider will sell the packed items on MRP or below MRP. The cooked items should be sold at standard market rate approved by the institute.

19. VACATION / TERMINATION NOTICE:

- 19.1. The Institute may terminate the license by giving **ONE (01)** month notice to the Licensee without assigning any reasons, whatsoever. This notice period may not be applicable to the other provisions stipulated elsewhere in the contract.
- 19.2. The Licensee will be required to give **TWO (02)** months' notice in writing of their intention to leave or discontinue their service; in case the licensee quits without the required notice, then his security deposit will be forfeited.
- 19.3. If the Licensee withdraws from the contract within the initial period of license (i.e. 2 Years), two months license fee (excluding the notice period) will be deducted from the security deposit and the vendor will be barred from participating in commercial shops tenders of the institute for **Three (03)** years.
- 19.4. The Institute shall be at liberty to terminate this agreement and forfeit the security deposit in case the Contractor commits any breach of any term or condition contained in the contract/Agreement besides also on the following grounds:-
 - a) Sale or storage of banned substances /alcoholic material/items, narcotics, and psychotropic substances within NITT Campus.



- b) Sale of substandard goods/overcharging of price more than MRP or rates approved by the Institute. Indulgence in any illegal activity/occupation/illegal groupism or gathering/allowing anti-social elements to use the allotted premises for any other purpose other than the purpose for which premises have been allotted.
- d) To indulge in blocking of any Institute building/properties or officer/official and demonstration or taking out procession within the Institute premises.
- e) The licensee should employ no child labor/Minor in any case. The licensee shall not appoint any employee without proper police identification/ verification and shall supply full details of the persons employed by him/her to the Security Office as and when required. Such details should be displayed at the shop by the licensee.
- f) 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.

19.5. Subletting: 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 a license fee up to two times the "standard license fee" of the shop, and the License issued to his/her will be cancelled immediately.

19.6. What so ever may the reason, on termination of the License, the shop shall be vacated by the licensee as specified in the 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.

20. ARBITRATION:

As far as possible, the dispute shall be settled mutually. In the event of any unsettled disputes or differences relating to the interpretation and any other disputes arising after the issue of the LOI/ Allotment Order and during the execution of the shop, it has to be referred to the Estate office in a written document. If the dispute has not been resolved within 30 days, then the dispute has to be raised to the Dean (P&D) in a written document. Even then, if it is not resolved within 15 days by the Dean (P&D), then it may be raised to the Director in a written document. If the dispute has not been resolved by the Director within 30 days of their arising by the Institute, they shall be referred to a sole arbitrator to be appointed by the Director of NITT. The governing law in this regard will be The Arbitration and Conciliation Act, 1996 of India. The venue of the Arbitration will be Tiruchirappalli. Further, disputes, if any, that may arise at any point in time shall be subject to Tiruchirappalli jurisdiction only.



21. FORCE MAJURE:

- 21.1. If at any time, during the continuance of this contract, the performance, in whole or in part by either party, of any obligation under this contract shall be prevented or delayed by Force Majeure situation. The Vendor/Service Provider/ Firm shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Vendor/Service Provider/ Firm and not involving the Vendor/Service Provider/ Firm's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Institute either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. Neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance.
- 21.2. In case of any disputes on the execution of the work during the period of the contract, the decision of the Director, NIT Trichy, shall be binding and final, agreeable in full by both parties.

22. Directives of EWAC and Estate Office:

The Vendor/Service Provider shall adhere to the directives of the Institute/ issued details directions in regard to:

- a. The variation or modification in the menu of eatables, including additions/omissions or substitutions.
- b. The removal from the site of any material thereon by the licensee and the substitution of any other materials thereon.
- c. Removal from the work of any person employed thereupon in terms of the provision provided hereafter.
- d. The shop and product/item/services being offered are subject to inspection (periodic/random) by the Institute.

23. VACATION OF THE PREMISES AFTER EXPIRY/ REVOCATION OF LICENSE:

- 23.1. The licensee shall deliver the key of vacant shop of the premises to the Estate Officer, NIT Trichy after the expiry or revocation of the license. In case, the licensee fails to hand over the key of vacant shop after expiry of license period, he will be liable to pay **5 times of monthly license fee** after the license period has expired unless it is extended by the Estate Officer, NIT Trichy, in case of non-deposit of the fine as above, the same is liable to be deducted from the security deposit. In such case licensee shall be governed by the P.P. Act,1971.
- 23.2. The licensee shall permit access to the Estate Officer or his nominees, at all reasonable times for the purpose of inspecting the premises and the trade or business carried therein.



PART-II: BIDDING PROCEDURE

24. GUIDELINES:

- 24.1. Tender documents can be downloaded from the Institute's website <https://www.nitt.edu/home/other/tenders/> or Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app>.
- 24.2. Bids received by **REGISTERED POST/SPEED POST/COURIER/BY HAND** (dropped in the Box entitled 'Purchase Section') will only be accepted. Bids received by any other mode like FAX, EMAIL etc will not be accepted. Institute will not be responsible for any postal delay.
- 24.3. The bidder is expected to examine all instructions, Forms, Annexures, Terms, and conditions in the NIT document. Failure to furnish all information required by the NIT document or submission of an NIT not substantially responsive to the NIT document in every respect will be at the bidder's risk and may result in the rejection of his bid.
- 24.4. No alterations should be made in any of the contents of the bid document by scoring out/removing any pages online/editing the contents of the bid document etc. In the submitted bid, no variation in the conditions shall be admissible. Bids not complying with the terms and conditions listed in this part are liable to be rejected.
- 24.5. Bidder should number the pages submitted in the form of a Technical Bid and provide an **INDEX/ COMPLIANCE SHEET (As per Annexure-I)** indicating the page number of each document submitted. The index should be placed on the top of the Technical Bid, without which the proposal will be considered incomplete and hence, summarily rejected.
- 24.6. The Technical Bid should be accompanied by the relevant documents duly signed and stamped by the Authorised Signatory on each page of the Technical Bid, and relevant documents and all supportive documents to be attached with related annexure only, without which the tender will be considered incomplete and hence, summarily rejected.
- 24.7. Bids must reach on or before the closing time and date as indicated in the beginning of this document. Any bid received after closing date/time shall not be considered.
- 24.8. The bidders are cautioned that furnishing of incomplete/ambiguous information, suppression of facts and any alteration of the prescribed tender format will entail outright rejection of the bid application.
- 24.9. Bidder should take into account the corrigendum/Addendum published from time to time before submitting the bids.

25. NOTES:

- 25.1. **Amendment to Bid Document:** The Institute also reserves the right to, at any time and in its absolute discretion - Accept or reject all bids/To obtain further clarification or supporting documents during the technical bid evaluation/To suspend, discontinue, modify and/or terminate the Tendering process at any time/To reject any unreasonable bid/To modify/change/delete/add any further terms and conditions/To extend the last date or cancel the tender without assigning any reason. Such amendments shall be



notified on the Institute website only and these amendments will be binding on all prospective bidders.

- 25.2. Any change/corrigendum/extension of closing/ opening dates in respect of this tender shall be issued through the website only, and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit the Institute website for updates.
- 25.3. Complete confidentiality should be maintained. Information provided here should be used for its intended scope and purpose only. Retention of this NIT signifies the bidder(s) agreement to treat the information as confidential. The bidder(s) must agree to bear all costs related to the preparation of their proposal.
- 25.4. The application for tender does not entitle any bidder to automatic grant of award.
- 25.5. Institute may ask the Vendor/Service Provider to submit any other certificate/ document as it may deem fit.
- 25.6. Any enquiry after submission of the proposal will not be entertained.
- 25.7. Canvassing/marketing /offering promotional services, etc., in any form, whether directly or indirectly, in connection with the tender is strictly prohibited, and the tenders submitted by the Vendor/Service Provider/ Firm / Company who resort to canvassing will be liable for rejection without any further reference.
- 25.8. In case the bidders/ successful bidder(s) are found in breach of any condition(s) at any stage of the tender, Earnest Money/ Performance Security shall be forfeited.
- 25.9. False declaration/ documents will be in breach of the Code of Integrity under Rule 175(1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

26. SUBMISSION OF BIDS:

The Bidder should submit the Bid in two parts viz. Technical Bid and Price Bid. Technical Bid along with required documents should be attached in **Cover-I**. Price Bid as per Annexure-VII only should be submitted in **Cover-II**.

Since this tender is based on two bid system, the bids (complete in all respects) must be submitted in **Three Separate Sealed Envelopes** as explained below:

- a. **Demand Draft of Earnest Money Deposit (EMD) and ANNEXURE-III(Envelope-B):**
The Original Demand Draft (DD) of EMD and the FORM-C should be put in a separate envelope marked as “**Earnest Money Deposit**”, without which the tender will not be considered for evaluation process.
- b. **PART-A: Technical Bid (Envelope-A):** Annexure-II duly completed in all respects with all relevant documents and the envelope should be super-scribed in bold letters with the statements '**TECHNICAL BID FOR LEASING OUT THE SHOP SPACE FOR FOOD OUTLETS IN B-MESS AT NIT-TRICHY (Shop No:_____)**'. List of documents to be submitted with the application (as applicable): The Technical Bid and relevant documents should be as per the sequence mentioned below, without which the tender will be considered incomplete and hence, summarily rejected.



- i. Index/ Compliance Sheet as per Annexure-I.
 - ii. Technical Bid/ Bidder Profile as per Annexure-II.
 - iii. Demand Drafts of EMD and Annexure-III (Photocopy).
 - iv. Affidavit as per Annexure-IV(a)/ Annexure-IV(b), whichever is applicable.
 - v. Self-Declaration about Non-Black Listing and regarding no legal case pending against the Proprietor / Firm / Partner or the Company (The Vendor/Service Provider) as per Annexure-V.
 - vi. Copy of the Trade License issued by the appropriate Authority to carry out a similar business. As Applicable.
 - vii. Copy Affidavit/ Partnership Deed/ Company/ or Firm Registration of Certificate. As Applicable.
 - viii. Copy of Appropriate documents/certificates issued from appropriate authorities of FSSAI. As Applicable.
 - ix. Copy of Permanent Account Number (PAN) in the name of the individual/ firm.
 - x. Copy of GST Registration Certificate.
 - xi. Copy of Aadhar Card, In Case of Individual.
 - xii. Proof of Eligibility Criteria related to Turnover. Certificate of Chartered Accountant for Turnover. A copy of Income tax returns filed and audited accounts statement for the last five financial years (2019-20 to 2023-2024).
 - xiii. Detail of Experience as per Annexure-VI&VII. along with the valid proof. If Applicable
 - xiv. Tender Acceptance Letter as per Annexure-VIII.
 - xv. Undertaking to be provided by Tenderer on a Rs. 100/- Non-Judicial Stamp Paper as per Annexure- IX.
 - xvi. MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER as per Annexure-X.
 - xvii. Duly signed and stamped of the entire tender document along with its addendum/ corrigendum, if any.
 - xviii. All other documents, as required in terms of the tender, to claim eligibility.
- c. **PART-B: Financial Bid (Envelope-C):** The Financial Bid, as prescribed in the Annexure-VII and the envelope should be super-scribed in bold letters with the statements '**FINANCIAL BID FOR LEASING OUT THE SHOP SPACE FOR FOOD OUTLETS IN B-MESS AT NIT-TRICHY (Shop No: _____)**'.
- d. Finally, the above-mentioned envelopes should be kept in a single sealed cover/envelop and the envelope super-scribed in bold letters with the statements - '**TENDER FOR LEASING OUT THE SHOP SPACE FOR FOOD OUTLETS IN B-MESS AT NIT-TRICHY (Shop No:_____)**' and to be submitted at:

**The Director,
National Institute of Technology Tiruchirappalli,
Trichy-Tanjavour NH, Thuvakudi,
Tiruchirappalli, Tamil Nadu-620015.**



27. BID VALIDITY:

The bids shall remain valid for a period of **120** days from the date of opening of technical bids. In case the Bidder withdraws, modifies, or changes his offer during the validity period, the bid is liable to be rejected, and the earnest money deposit shall be forfeited without assigning any reason thereof. The Bidder should also be ready to extend the validity, if required, without changing any terms, conditions, etc. of their original tender.

28. TECHNICAL BID OPENING:

- 28.1. Technical bids will be opened on the stipulated date and time as mentioned on Page No.1 of this document or on the date and time as decided by the Institute, in the presence of the authorized representative(s), if any, of bidding parties and the Members of Tender Committee of the Institute.
- 28.2. The Agencies may depute their authorized representatives to remain present during the Proposal opening process subject to the submission of a valid authorization letter in the name of the representative to attend the Proposal opening process.
- 28.3. **Place for the opening of Bids:** National Institute of Technology Tiruchirappalli, Trichy-Tanjavoor NH, Thuvakudi, Tiruchirappalli, Tamil Nadu-620015.
- 28.4. In case the last date of receipt of tenders or the day of the opening of tender is declared as a Public Holiday, or there is non- functioning of the institute due to any unavoidable reason, the next working day will be treated as a day for the purpose at the same time. No separate intimation will be given.
- 28.5. If any change in date of technical opening due to extension of bid submission period, the revised date will be intimated through corrigendum/Institute website. Follow the institute website for timely updates.

29. FINANCIAL BID OPENING:

After evaluation of technical bids, the date, time and place of opening of the Price bid will be intimated only to technically qualified bidders.

30. BID EVALUATION:

30.1. Selection of Successful Bidder:

- The tender shall be awarded to a bidder who is willing to offer a **Maximum Discount Percentage** (Minimum 15%) on their existing market rates# for the applied category without compromising on quality/quantity.
- The bidder has to submit a **single value** discount percentage, which would be the average discount of all the items provided at their outlet.
- The menu of food items and its price list at the nearest outlet to NIT Trichy/nearest city for the concerned food outlet/franchise shall be taken as a reference for price bid evaluation.
- If there is a tie, the bidder who has the highest average annual turnover (evaluated based on proofs submitted for annual turnover in the any three financial years out of the preceding Five Years) shall be awarded the tender.



- 30.2. **If a bidder ends up with the highest discount for multiple shops, according to the Institute's norms, they'll only be allocated one of those shops. The Institute reserves the right to offer the other shops, for which the same bidder secured the highest discount, to the next highest bidder (H2) (Counter Offer) at the same rate that the H1 bidder offered. This ensures fairness and maintains the financial viability of the shops.**
- 30.3. A Technical Bid containing commercial details or Revelation of Prices in any form or by any reason before opening the Financial Bid shall not be considered.
- 30.4. The institute reserves the right to seek clarifications or additional information/documents from any bidder regarding its technical bid. Such clarification(s) or additional information/document(s) shall be provided within the time specified for the purpose. Any request and response thereto shall be in writing. If the bidder does not furnish the clarification(s) or additional information/document(s) within the prescribed date and time, the proposal shall be liable to be rejected.
- 30.5. Proposals, that do not fulfill any of the above conditions, are not in the prescribed format, are unsigned, or are incomplete in any respect or conditional bids are liable for rejection.
- 30.6. Any act on the part of the bidder to influence anybody in the institute is liable to rejection of his bid.
- 30.7. Institute reserves the right to reject any or all responses received in response to the Tender without assigning any reason whatsoever or to cancel the Tender at any stage, without assigning any reason whatsoever.
- 30.8. The decision of the Institute Competent Authority will be final in all matters relating.

31. AWARD OF CONTRACT:

- 31.1. The Successful Bidder should accept the offer within 15 days from the date of receipt of the "Letter of Intent", failing which the offer will be cancelled.
- 31.2. The Successful Bidder is required to furnish the Security Deposit as mentioned in **clause-4** of this tender document before executing the agreement.
- 31.3. The party whose tender is accepted will have to sign an agreement within 30 days from the award of the contract, failing which the Earnest Money Deposited will be forfeited, and the acceptance of its tender may be annulled at the discretion of the Institute.
- 31.4. In case the successful bidder backs out before the actual award or execution of the agreement or declines the offer of contract for whatsoever reason(s), the Institute will have the right to forfeit the EMD.
- 31.5. The institute reserves the right to modify/change/delete/add any further terms and conditions prior to the issue of the Letter of Intent.
- 31.6. The Institute does not guarantee any minimum business or assignment, which will depend on the requirements.

32. SPECIAL NOTE FOR SITE VISIT:

Bidders in their own interest at their cost are advised to visit, inspect and examine the site/campus and its surroundings and satisfy themselves including prevailing rules, regulations/ directions of the local authorities/ State Government, that may be necessary for preparing the bid and execution of the contract, before submitting their Bids in respect of the Site Conditions including access to the site, availability of land, water, power, and other facilities, Source and extent of availability of suitable materials including water etc.



and labour, including but not restricted to any other conditions which may influence or affect the work or cost thereof under the contract. No extra charges consequent upon lack of any information/ knowledge and understanding shall be entertained or payable by the Institute. The bidders should note that information, if any, with regard to the site and local conditions, as contained in this Bid document has been given merely to assist the bidders and is not warranted complete in all respects. The bidder should ascertain all other information pertaining to and needed for the work, including information regarding the risks, contingencies, and other circumstances which may influence or affect the work or the cost thereof under this contract. All the temporary services/arrangements shall be made by Vendor/Service Provider at no extra cost to Institute.

**PART-A: TECHNICAL BID**
INDEX/ COMPLIANCE SHEET

(To be submitted on the letterhead of the Vendor/Service Provider)

Sr. No	Document Name	Compliance (Yes / No)	Page No		Remarks
			From	To	
1	Index/ Compliance Sheet Annexure - I				
2	Technical Bid/ Bidder Profile As per Annexure - II				
3	Demand Drafts of EMD and Annexure-III (Photocopy)				
4	Affidavit as per Annexure-IV(a)/ Annexure-IV(b), whichever is applicable.				
5	Self-Declaration about Non-Black Listing and regarding no legal case pending as per Annexure-V.				
6	Copy of Trade License issued by the appropriate Authority to carry out a similar business. If Applicable.				
7	Copy of Affidavit/ Partnership Deed/ Company/ or Firm Registration of Certificate. If Applicable.				
8	Copy of Appropriate documents/certificates issued from appropriate authorities of FSSAI. If Applicable.				
9	Copy of Permanent Account Number (PAN), in the name of the Individual/ Firm.				
10	Copy of GST Registration Certificate/ Declaration (in case of not crossing the threshold Limit).				
11	Copy of ADHAAR CARD, In Case of Individual.				
12	Proof of Income / Turnover to claim the eligibility related to Turn Over (CA Certificate). If Applicable				
13	Detail of Experience as per Annexure-VI&VII. along with the valid proof. If Applicable				
14	Tender Acceptance Letter as per Annexure-VIII.				
15	Undertaking to be provided by Tenderer on a Rs. 100/- Non-Judicial Stamp Paper as per Annexure-IX.				
16	MANDATE FORM FOR Electronic Fund Transfer/ RTGS TRANSFER As per Annexure- X.				
17	Duly signed and stamped of the entire tender document along with its addendum/ corrigendum, if any.				
18	Others, if any				

Place:

Date: .

(Signature with stamp)

**PART - A (TECHNICAL BID)**

(To be submitted in a separate sealed envelope but to be kept inside a larger size outer envelope)

Shop No.	Purpose of the Shop	Location
		B-Mess

Important Note: (1) Bidders are cautioned that the tabular statement given below is the application format for the Technical bid. Hence there should NOT be any indication either in this tabular statement or in the enclosures to this tabular statement regarding Price Bid or any other commercial consideration under this contract.

(2) All information called for in this Application format should be furnished against the relevant columns in the format. If the information is furnished in a separate sheet enclosed with the technical bid, this fact should be mentioned against the relevant column(s). If any particulars/ query are not applicable in case of the applicant bidder, it should be stated as "Not Applicable".

Sl. No.	Description	Information
1	Do you unconditionally agree with all Terms and Conditions stipulated in the tender Document?	Yes / No
2	Have you furnished Documentary evidence/ proof in support of compliance with the basic eligibility conditions stipulated in the tender document	Yes / No
3	Details of Earnest Money Deposit (EMD) remittance	Amount: Rs.: DD Number : Date : Name of Bank : Payable at :
4	Name and Address of the Applicant/ bidder with Telephone/ Fax/ Mobile and Mail ID (Attach in a separate sheet with self-attested passport photo)	
5	Registration/ Incorporation Particulars (Please attach attested copies of documents of registration/ incorporation of your firm/ Company as required under business law)	



6	Legal Status of the bidder (In the case of a Partnership Firm, an authenticated copy of the Partnership Deed, in the case of a Private or Public Limited Company, an authenticated copy of the Memorandum and Articles of Association and in the case of a Proprietary concern, a Proprietary Firm Registration Certificate should be enclosed as documentary proof)		
7	Biodata or Profile containing name, educational qualifications, occupation, and postal address of Proprietor / Partners/ Directors/ Managing Director/ Chairman and Managing Director (please use a separate sheet if found necessary)		
8	Name, designation, and Phone number of persons authorized to sign the documents on behalf of the Proprietary Concern/ Partnership Firm/ Private or Public Limited company (Please attach Power of Attorney/authorization for signing the document. In the case of Proprietary concern bidder may submit an attested copy of the PAN card / Election Commission Card / Passport of the Proprietor and authorized signatory in case of proprietor is not signing the tender document)		
9	Name and Designation of the Contact Person/ Representative/ Manager of the Agency/ firm/ company with mobile number and email ID		
10	Annual Turnover during the last five years. (Copy of the Annual Accounts duly certified by the Chartered Accountant to be enclosed) [eligible applicants may fill the column]	Year	Annual Turnover of the Bidder from Similar Business (Rupees in Lakhs)
		2019-20	
		2020-21	
		2021-22	
		2022-23	
		2023-24	
11	Max Average Annual Turnover in the any three financial years out of the preceding Five Years from similar business	Rs. _____ in lakhs	
12	Total experience (years/ months)		



13	Has your firm/ company ever changed its name at any time? If yes, provide the previous name and the reasons there for?	
14	Have you or your constituent ever left the contract awarded to you incomplete? If so, give the name of the contract and the reasons for not completing the contract.	
15	Income Tax Permanent Account Number (Copy of PAN Card to be enclosed)	
16	Income Tax Assessment Completion Certificates/ Assessment Orders for the financial years 2020-21, 2021-22, and 2022-23 (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)	
17	Have you registered under Employees State Insurance Corporation Act (ESI) Act? If so, enclose copy of the registration certificate. Also provide a copy of latest remittance made by your agency/ firm/ company	
18	Copy of the statement of returns, if any , filed with ESI for the financial year 2012-13	
19	Goods & Service Tax (GST) Registration Number (Proof to be attached) for the shops to which GST is mandatory.	
20	Copy of Service Tax/GST Returns for the preceding three years along with assessment orders. (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).	
21	Name and address of your banker	
22	Present Place of Business (Use Separate Sheet)	
23	Any other information, document which may help INSTITUTE/ NITT in assessing your capabilities, may be enclosed. The bidder may	



	add any further information that he considers relevant for the evaluation of their bid. The bidder may attach a catalogue and other annexures that would help in providing quality food and services.	
24	Details of quality certifications, if any, obtained viz., ISO 9001-2000, FSSAI, HACCP etc., (Proof to be attached)	

NOTE

1. All the documents enclosed in 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 a date and seal. In the case of a 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 cases, a certified copy of the partnership deed and current address of all the partners of the firm should be furnished. In the case of a 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:

- ✓ I/ we hereby certify that the information furnished in this tender document is complete and correct to the best of my knowledge.
- ✓ I/ we understand that furnishing of false information could result in disqualifying for the award of the license.
- ✓ 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.



- ✓ I/ We do hereby offer to perform and execute the license in conformity with terms and conditions of the contract.
- ✓ I / We agree that the acceptance of any tender shall be at the sole and absolute discretion of the INSTITUTE/NIT, Tiruchirappalli and they do not bind themselves to accept the lowest tender or any tender and may reject any or all tenders received.

Signature of the Bidder :

Name of the Bidder :

Seal of the Bidder :

Place:

Date:



PART - A (TECHNICAL BID)

I/We accept all the terms and conditions mentioned above and hereby tender the Earnest Money Deposit as per the following details:

EMD details:

Demand Draft No.:..... Date:.....

For Rs.....

At schedule Bank.....

Branch.....

Affix latest
Passport Size
Photograph
with self
attested

Shop No.:..... Location:.....

Zone:.....

Name in full (of Tenderer):.....

Date of Birth:.....

PAN Number:.....

Father / Husband Name:.....

Address for correspondence.....

Permanent Address.....

Phone/Mobile No..... E-mail.....

Date:

Signature of tenderer
(with date and seal)



PART - A (TECHNICAL BID)

Affidavit to be given by the Applicant who do not have any licence of similar trade from NITT on the date of filling of this tender:-

(AFFIDAVIT)

I.....S/o.Shri.....

Address.....

Police Station..... District.....

Director/Contractor/Partner/Sole Proprietor (Strike out the work which is not applicable) of (firm/Contractor/Company) do hereby declare and solemnly affirm that:

"The applicant/firm either himself/herself or through any partner/close relation i.e., son/daughter/father/mother does not already have a concurrent licence from the NITT for running the trade mentioned in the tender form".

Place:

Date: .

(Bidder Signature with Seal)



PART - A (TECHNICAL BID)

Affidavit to be given by the Applicant who are having license of existing shop of similar trade mentioned in the tender form in NITT, on the date of filling of tender:-

(AFFIDAVIT)

I.....S/o.Shri.....
Address.....

Police Station..... District.....

Director/Contractor/Partner/Sole Proprietor (Strike out the work which is not applicable) of (firm/Contractor/Company) do hereby declare and solemnly affirm that:

That the applicant/firm either himself/herself for through any partner/close relation i.e., son/daughter/father/mother already have a concurrent license of Shop title/No..... from the NITT for running the trade mentioned in this tender and in case of allotment of shop tendered (new shop) to him/her/them, he/she/they will surrender the key(s) of existing shop before getting key(s)of the new shop, if allotted.

Place:

Date: . (Bidder Signature and Seal)

VERIFICATION

I do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and it conceals nothing.

Place:

Date: . (Bidder Signature with Seal)



PART - A (TECHNICAL BID)

(PROFORMA FOR SELF-DECLARATION)

I.....S/o.Shri.....
.....

R/o.....

Police Station.....District.....

Director/Contractor/Partner/Sole Proprietor (Strike out the work which is not applicable) of
(firm/Contractor/Company) do hereby declare and solemnly
affirm that:

- i. I am/my firm/company is not blacklisted by Union or any State Govt./ Organisation.
- ii. No individual/firm/companies blacklisted by the Union or State Government or any partner or shareholder thereof, have any connection directly or indirectly with or has any subsisting interest in business of my firm.
- iii. I am or my partner are not involved/convicted in any criminal case/economic offence and no criminal case/economic offence is pending against me or my partner in any court of Law/Registered with police.
- iv. No individual who is dismissed / terminated from NITT or any Govt. body is employed in my shop / firm company.

Place:

Date: .

(Bidder signature with seal)



PART - A (TECHNICAL BID)

**PERFORMANCE REPORT OF SHOPS IN THE GOVT. / SEMI-GOVT.
INSTITUTIONS / ORGANIZATIONS**

(To be issued by the organization where facility is being provided)

[The report shall be considered only for the period more than 02 years of service]

- 1) Name of Shopkeeper :
- 2) Name of Shop & Location :
- 3) Name of organization where shop is located :
- 4) Name and contact No. of the person in the organization from whom verification could be made :
- 5) Date of allotment of shop :
- 6) Date of completion of license for Shop :
- 7) Performance Report :
 - (a) Quality of Items/Works : Excellent / Very Good / Good / Fair
 - (b) Resourcefulness : Excellent / Very Good / Good / Fair
 - (c) Inter-personal relationship : Excellent / Very Good / Good / Fair
 - (d) Punctuality in opening & closing of shop and maintaining service hours: Excellent / Very Good / Good / Fair
 - (e) Regularity in paying dues. : Excellent / Very Good / Good / Fair

Date :

(Signature with Name, Designation and Seal of the Organization)



PART - A (TECHNICAL BID)

**PERFORMANCE REPORT-CUM-SELF DECLARATION
FOR PRIVATE SHOPKEEPERS**

1. Name of the Business Establishment :
2. Whether it is Proprietorship/Partnership Firm :
3. For how long have you been in this business :
Give details. Please attach an extra sheet of your
experience (detailing experience in the business/
certificate of performance, if any)
4. Do you have any other business establishment:
If yes, please give details.
5. Number of employees working with the :
business establishment.
6. Turnover/sale of the last three years : Year Amount (Rs.)

2021-2022

2022-2023

2023-2024
7. Name of your banker. Please attach certificate:
of your financial soundness issued by the banker.
8. Whether any other relative / family member :
already doing any other business in the
Institute premises. If yes, please give details.

It is certified that the information supplied by me/us is true and correct to the best of my/our knowledge and belief, and nothing has been concealed therein, and this information can be used for assessment of the performance of my tender.

Further, it is also certified that the above-mentioned business establishment has been providing quality services to its customers since the date of establishment of the business. The undersigned/firm has not been prosecuted to date in any criminal act or liability.

Date :

(Signature of the applicant)



PART - A (TECHNICAL BID)

DECLARATION

(To be submitted on the letterhead of the Vendor/Service Provider)

1. I.....Son/Daughter of Shri.....
Proprietor/ Partner/ Chairman/ Authorized Signatory of M/s..... I
am competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all terms and conditions of the tender and hereby convey my acceptance of the same.
3. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief.
4. I am /We are well aware of the fact that furnishing of any false information/fabricated documents would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:..... Place:.....	Signature of the Authorised Person Full Name..... Company Seal.....
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Note: The above declaration, duly signed and sealed by the authorized signatory of the firm/company, should be enclosed with the Technical Bid document.



PART - A (TECHNICAL BID)

UNDERTAKING

(To be provided by Tenderer on a Rs. 100/- Non Judicial Stamp Paper)

I / We [Sole Proprietor / Director / Partner(s)], the authorized signatory(ies) of my / our firm M/s having its registered office / principal office at do hereby solemnly affirm and declare as under:

1. I / We undertake to abide by all the rules and regulations of the State / Central Government / Local Administration under the Minimum Wages Act, 1948, and any other relevant Act as may be in force from time to time. I / We undertake to indemnify NIT, TRICHY against any loss or damage that NIPER may suffer as a consequence of our not complying with the laws referred to above. Also, I / We undertake to pay the person(s) employed, wages in accordance with all existing and applicable laws. I / We further undertake to indemnify NIT, TRICHY against any loss or damage which it may suffer as a result of the negligence on the part of the tenderer or any of his employees in the course of performance under this contract.
2. I / We also undertake to execute the agreement as presented by the Institute (NIT, TRICHY) and abide by the terms and conditions of the agreement which have been perused and understood by me/us. I / We have gone through the terms and conditions of the contract and agree and undertake to abide by the same during the entire term of the contract.
3. I / We undertake to abide by the Municipal Bye Laws, including the Food and Adulteration Act, relevant rules and regulations, and code of conduct for my / our employees that may be laid down by NIT, TRICHY.
4. I / We agree and undertake to provide well-experienced workmen in good health and not suffering from any communicable/contagious disease.
5. I / We undertake to pay electricity charges on an actual basis towards the actual consumption on receipt of bills from the Institute at the same rate at which the payment of electricity charges is made by the Institute on a monthly basis.
6. I / We undertake to pay the approved rent of the shop by the 15th of every month for the usage of Institute premises as mentioned in the Agreement for NIT, TRICHY.



7. I / We undertake to always keep the Institute premises clean and in good sanitary condition at my / our cost to the satisfaction of the Institute.
8. I / We agree that no rate escalation in the prices of items shall be made by me/us without the approval of the Competent Authority of NIT, TRICHY.
9. I / We agree that I / We shall not exhibit any printed or written notices or advertisements of any kind whatsoever without the prior approval of the Institute.
10. I / We undertake that I / We shall not sublet or use the premises other than the purpose of the agreement and shall not make or permit structural additions and alterations to the same without the prior sanctions of the Institute.
11. In case of any losses, damages, or theft of the Institute property within or outside the Institute premises, I / We undertake to make good or replace with the items of the same quality at my / our cost.
12. I / We undertake that the Institute premises shall not be used for residential purposes by us or any of our employees during the entire term of the contract, and no Institute belongings shall be misused by our staff/employees.
13. I / We shall employ an adequate number of staff in order to maintain efficiency and desired standards by the Institute.
14. I / We undertake that in the event of failure to supply the approved items, by my / our firm, the same shall be arranged by the Institute at my / our firm's risk & cost.
15. On the expiry or termination or on failure of the contract, I / We undertake that all our employees direct or indirect shall vacate the Institute premises and clear all the dues, if any, outstanding.
16. The Institute shall be represented by a Shop Committee / Authorised Officer duly authorized by the Director, NIT, TRICHY for supervision / control of all activities related to Shop matters and the licensee shall be bound to abide by the Instructions / Orders / Decisions and directions of such Committee / Authorised Officers.

(a) Tenderer's Signature : _____

b) Tenderer's Name : _____

(c) Designation : _____

(d) Seal of the Tenderer : _____



PART - A (TECHNICAL BID)
(To be printed in letter pad of the firm)

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

Date: / /

To

The Director,
National Institute of Technology,
Tiruchirappalli – 620 015, Tamil Nadu

Sub	:	Authorization for release of payment / dues from National Institute of Technology, Tiruchirappalli through Electronic Fund Transfer/RTGS Transfer.
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1. Name of the Party / Firm / Company / Institute :
2. Address of the Party :
3. City _____ Pin Code _____
4. E-Mail _____ Mobile No: _____
5. Permanent Account Number _____
6. Particulars of Bank:

Bank Name:		Branch Name:	
PIN Code:		Branch Code:	
IFS Code:(11 digit alpha numeric code)			
Account Type	Savings	Current	Cash Credit
Account Number:			

DECLARATION

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information I shall not hold Director, National Institute of Technology Tiruchirappalli responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place: _____ Date: _____

Signature & Seal of the Authorized Signatory of the Party



PART - B (PRICE BID)

(To be submitted in a separate sealed envelope but to be kept inside the larger size outer envelope)
To be submitted under the letter head of the bidder

Shop No.	Purpose of the Shop	Fixed License Fee	Location
		Rs. 10,000/- per month	B-Mess, Boys Hostel Zone

Discount offered on menu rates by the Tenderer

Percentage Discount (%) on menu rates	
In Words	

Note: The bidder should attach the menu card currently available in the nearest outlet to NIT Trichy/nearest city for the reference in evaluation.

1. The tender shall be awarded to a bidder who is willing to offer a **Maximum Discount Percentage** (Minimum 15%) on their existing market rates# for the applied category without compromising on quality/quantity.
2. The discount will be uniformly applicable to all the items.
3. The menu of food items and its price list at the nearest outlet to NIT Trichy/nearest city for the concerned food outlet/franchise shall be taken as a reference for price bid evaluation.
4. All the items proposed to be sold, should be mentioned in the menu.

I / we hereby agree to provide quality services as per the terms and conditions of the contract.

Signature of the Bidder:

Name of the Bidder :

Designation :

Seal of the Bidder :

Place:

Date:



IMPORTANT NOTICE

Tenderers responding to this enquiry shall be deemed to be agreeable to the terms and conditions herein contained. These terms and conditions shall be binding on the successful tenderer. Conditional tenders are liable to be rejected. NITT will process the tender as per NITT standard procedures. The estate officer reserves the right to reject any or all or part of tender without assigning any reason and shall also not be bound to accept the lowest tender. NITT would not be under any obligation to give any clarifications to the agency whose bids are rejected.

Estate Officer

National Institute of Technology, Tiruchirappalli.