



राष्ट्रीय प्रोद्योगिकी संस्थान, दुर्गापुर
NATIONAL INSTITUTE OF TECHNOLOGY, DURGAPUR
MAHATMA GANDHI AVENUE, DURGAPUR-713209
(West Bengal), INDIA, www.nitdgp.ac.in

An Autonomous Institution of the Govt. of India under MHRD

Ref: NITD/EST/OSA/18/18

Date: 21.05.2018

SUB: TENDER TO RUN STATIONARY SHOP

National Institute of Technology Durgapur (hereinafter referred to as the Institute) established by an Act of Parliament in 1960, is an Institute of National Importance. The Institute is engaged in imparting education and research of highest standards in the area of Technology and Science.

The Institute has Stationary Shop and intends to give the premises on license, to the willing party having license in operating such outlet(s) under its ownership/proprietorship, to cater to the campus community.

Sealed bids are accordingly, invited on behalf of National Institute of Technology Durgapur from the interested parties for running such an outlet at the aforementioned location in campus.

The Tender document comprises of **Appendix A & B along with Annexures** which can be downloaded from the Institute website www.nitdgp.ac.in from 25/05/2018 to 18/06/2018.

1. The prescribed bid form duly filled by the applicant in all respects should be delivered whether by post or by hand, to the Estate Section by 18/06/2018 up to 12:00 hrs. The tenders will be opened on the same date, i.e., 18/06/2018 at **15:30 hrs. in the Estate Section** in the presence of the Members of Tender Committee of the Institute and authorized representative(s) of the bidding parties. The parties will be required to meet the Committee for presentation (to satisfy all material questions pertaining to their company/ firm and their modus-operandi etc.), interview and finalization of the offer.
2. The Institute reserves the right to accept / reject any tender without assigning any reason.

Registrar, NIT Durgapur

Signature & Seal of Bidder

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Appendix-A

GUIDELINES

General:

1. The contract is for running the Stationary Shop near Hall-2 in NIT Durgapur for which premises to the successful bidder shall be given on license. However, the counter shall be run under certain conditions which are stipulated hereinafter and in the terms and conditions of contract, i.e., Appendix-B.
2. Each and every page of the bid must be signed by the bidder himself / herself, if the bidder is a proprietorship firm and in case of a partnership firm, by a partner. However, in such case, there must be an authorization from all the partners to the effect that the person signing the bid as a partner has been authorized to sign the bid document on behalf of all partners.
3. If the bidder is a Company, there must be a valid authorization from the competent authority/ Board resolution, authorizing the person to sign and file the bid on behalf of the Company.
4. Any bid not signed on each page and without authorization may be rejected.
5. Any overwriting or cutting in the bid document must be avoided. However, if any over writing or cutting is caused due to some unavoidable reason, the same must be duly attested by the person signing the bid document.
6. The tenderer is not allowed to make additions/alterations in the tender paper. Such additions and alterations shall be at the tenderers own risk and shall render the tender to be summarily rejected. Conditional tenders shall not be accepted.
7. The tenderer shall give his/her full permanent as well as temporary address in Annexure 1 and shall also furnish/attached proof thereof.
8. The bidder whose bid is accepted, shall submit a Rs.100/- non- judicial stamp paper at its own cost to the Estate Section for preparing the contract agreement to be signed by the both the parties.
9. **License Fee must be quoted in attached Annexure-2 in Indian rupees. GST will be extra as applicable.**

Eligibility Criteria:

10. The bidder who has license in the relevant field may apply along-with sufficient proof of its ability of running such Shops.
11. The bidder must have PAN Number and GST/GSTIN number. The bidder whom the contract is finally awarded shall have a GST number for the counter in question as well, if the related law so requires.
12. The bidder must have its code numbers under the Employees State Insurance Act & Employees Provident Fund Act (if applicable).
13. Firms already having another establishment/shop/canteen etc. within the Institute premises will be considered based upon good performance. Bidder having two or more establishment/shop/canteen etc. within the Institute premises will not be considered for this bid.

Signature & Seal of Bidder

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Earnest Money Deposit (EMD)

14. Bid must be attached with an Earnest Money Deposit of **Rs. 10,000/-** in the form of DD of any scheduled bank, in favor of **"NIT Durgapur"** payable at SBI NIT DGP Branch (branch code 2108). Any bid which is not accompanied by the earnest money deposit, shall be summarily rejected.
15. The earnest money of the successful tenderer will be liable to be forfeited as liquidated damages in the event of any evasion, refusal or delay on his part in signing the agreement. The earnest money of the tenderer who withdraws its tender in breach of conditions of contract and who evades or refuses to sign the contract bond after acceptance of its tender within the period of its validity, will also be liable to forfeiture.
16. (a) The EMD of unsuccessful bidders shall be refundable to them after completion of the bidding process. However, the same shall be refunded within 30 days after the receipt of written request from the bidder concerned in this behalf.
(b) The EMD should be valid for a period of minimum three months.
(c) The EMD of the bidder whose bid is finally accepted, shall be returned on deposit of the due security deposit as stipulated in the Terms & Conditions in Appendix B.

Documents to be attached with the bid:

17. The bidder must attach the DD and self-attested copies of the following documents along with the Technical bid. Any technical bid not accompanied by such documents would be liable for rejection:
 - a. Income Tax Registration Certificate/PAN No.
 - b. Firm/Company Registration Certificate.
 - c. GST Registration Certificate/No.
 - d. EPF Registration Certificate/Code No.
 - e. ESI Registration Certificate/Code No.
 - f. Other Statutory Registrations/Licenses, if any.
 - g. Bank Solvency Certificate (if required).
 - h. Details/particulars of the firm submitting the bid in Annexure-1.
 - i. Total number of outlets and details of outlets not exceeding five presently being run by the bidder.
 - j. Audited balance sheet and profit and loss accounts along with gross turnover and profit for the last three financial years.
 - k. Authority/Resolution in favor of the person signing the bid on behalf of the firm submitting the tender.
 - l. DD of Rs.10,000/- (Ten Thousand Only) towards EMD.
 - m. Address proof.
 - n. Aadhar Card of individual applicant/person signing the Bid.
 - o. Application/declaration in Annexure-1.
 - p. Other documents as may be deemed necessary and as is required under any other provision of the bid document and not mentioned herein above.

Signature & Seal of Bidder

Contd.....P/4

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Submission of Bid:

18. The bid shall be submitted in two parts i.e. Technical Bid and the Financial Bid in the following manner:

a. Technical Bid: The Technical bid shall consist of entire Tender document i.e. Appendix-A, Appendix-B and Annexure-1. Along-with it, all the documents as detailed in point 17 above ('a' to 'p') should also be attached. The Technical bid shall be submitted in a sealed envelope, superscripted, **"TECHNICAL BID FOR RUNNING STATIONARY SHOP AT NIT CAMPUS"**.

b. Financial Bid: The Financial bid shall contain only the prices of items in Annexure-2 and nothing else. The price of each and every item must be quoted, failing which, the bid may be liable to rejection. The Financial bid should be put in a separate sealed envelope superscripted, **"FINANCIAL BID FOR RUNNING OF STATIONARY SHOP AT NIT CAMPUS"**.

Both the Technical Bid and the Financial Bid shall further be put in another larger single sealed envelope which shall be received latest by 18/06/ 2018 up to 12:00 hrs., in the Estate Section, NIT Durgapur.

Any bid containing Technical Bid and Financial Bid in same envelope shall be summarily rejected.

19. Any bid received after the aforesaid date and time shall be summarily rejected and will not be considered under any circumstances, whatsoever and no explanation to the effect that delay in submission has been caused due to postal lapse, shall be entertained.
20. The tender will remain valid for 30 days from the date of opening. After submission of the bid, it shall be deemed that the bidder has undertaken to keep its tender open for acceptance for the entire period of 30 days and will have no right to withdraw the same before expiry of the said period. In case, intimation of its acceptance is issued to the contractor at a later date, the bidder shall be competent to refuse.

Opening of Bids:

21. First of all, **the Technical bids will be opened on 18/06/ 2018 at 15:30 hrs. in Estate Section** in the presence of authorized representative(s), if any, of bidding parties and the Members of Tender Committee of the Institute. The bidders will also be required to meet the Committee for presentation (to satisfy all material questions pertaining to their company/firm and their modus-operandi etc.), interview and finalization of the offer. Thereafter, **financial bids of all the technically qualified bidders will be opened on same day or any other day (will be intimated).**
22. The party, whose tender is accepted, will have to sign an agreement within 10 days of the award of contract, failing which the Earnest Money deposited by it will be forfeited and the acceptance of its tender may be annulled at the discretion of the Institute.

Evaluation Criteria for Bid Evaluation:

23. The contract will be awarded to the bidder who will quote the highest license fee.

Signature & Seal of Bidder

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Acceptance/Non-acceptance of bids:

24. The tenders that do not fulfill any of the above conditions or are incomplete in any respect, are liable to be rejected.
25. The Institute reserves the right to accept or reject any or all tenders without assigning any reasons thereof and the bidder shall have no right, whatsoever, to challenge the same.

Signature of the Tenderer _____

Name _____

Name of the firm _____

Full Address & Telephone/Mobile No. _____

Signature & Seal of Bidder

Contd.....P/6



TERMS & CONDITIONS OF CONTRACT

Scope of Contract

1. The contract comprises the necessary arrangement of all raw materials required to provide the services. The contractor shall make his own arrangement for safe storage of materials and accommodation for its staff etc.
2. Contractor shall display an approved rate chart. The rate chart will be mutually agreed by both the contractor and Institute. At no point of time contractor shall charge beyond the approved rate from any customer for any item. Tentative agreed rate chart for food items is enclosed.

Definitions:

2. In the contract, the following definitions, words and expressions shall have the meaning hereby assigned to them except where the contract requires the same otherwise.
 - a. "Contractor" means the person or persons, firm or company whose tender has been accepted by the Institute and includes the contractor's personal representative, successors and permitted assigns.
 - b. "Director" means the Director of the National Institute of Technology Durgapur.
 - c. "Institute" means the National Institute of Technology, Durgapur through its Director or his representative.
 - d. "Officer-in-charge (Estate)" means the Officer-in-charge (Estate) of the National Institute of Technology, Durgapur who directs and administers the contract.

Documents Forming the Contract

3. Appendix A, i.e., the Guidelines for bidders, Appendix B, i.e., terms and conditions of the contract, the schedule of quantity, application/declaration in Annexure 1 and prices filled in Annexure 2, and the letter containing offer of award of tender issued by the Institute to the successful bidder shall be integral part of this contract.

Duration of the contract:

4. The duration of contract will be for **five years** from the date of signing the contract. The contract shall be extendable for further periods on continuous satisfactory services subject to approval of competent authority of the Institute.

License Fee, Electricity Charges & Other Provisions for Licensed premises:

5. Reserve Rate: Rs. 91300.00 (Rupees Ninety One Thousand Three Hundred Only) for one calendar year. Quoted rate should not be less than reserve rate. Quoted rate may be revised on the basis of revision of rate as per the notification of Directorate of Estates, Ministry of Urban Development Authority, GOI, revised from time to time. GST will be extra as applicable. License Fee should be paid in advance.
6. In case of failure to pay the License fee within the stipulated time as aforesaid, the contractor shall be liable to pay penalty / delay charges as fixed by the Institute.
7. Besides, the contractor shall also be liable to pay the electricity charges on actual consumption basis to the Estate Office at the then prevailing rates along with the payment of monthly License fee. For the purpose, there shall be a meter installed in the Shops by the Institute. The electricity charges shall however, be subject to revision/change from time to time which shall be payable by the contractor as aforesaid at the then prevailing rates.

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Signature & Seal of Bidder



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8. However in case of non-payment of electricity charges in time, the contractor shall be bound to pay a penalty towards **belated payment @ 5% per month** of actual dues (to be rounded off) over and above the bill.
9. Contractor shall be liable for **cleaning** inside and outside the shop. Penalty as fixed by the Institute will be imposed to the contraction if found not to do so.
10. Non-payment of Licence fee, the electricity charges and cleaning charges within time shall be deemed to be a serious breach of the contract and may lead to termination of the contract at the discretion of the Institute.
11. The contractor shall use the premises ONLY for which it has been given by the Institute under the contract. The use of the premises for other purposes will lead to the suspension/termination of the contract.
12. The contractor shall not use the premises for residential purposes or for any other purposes (including vending of any item other than those for which permission has been given) without prior written permission of the Estate Section. The contractor shall always use the premises in a prudent and careful manner as if it were his own.

Assignment & Subletting:

13. The contractor shall not assign the contract or any part thereof or any benefit or interest thereon or there-under without written consent of the Institute. The whole of the charge included in the contract shall be executed by the Contractor or his authorized competent representative(s). The contractor shall be responsible for the acts, defaults and neglects of its workmen, fully being deemed as those of the contractor itself.
14. If at any time, it is detected that the shop has been sublet or assigned to any other entity by the contractor, the Institute would be at liberty to terminate the contract forthwith without giving any time to the contractor and further to take over the possession of the given premises and/or to hand over the same to any other party at its sole discretion.
15. The entire business of the shop shall be carried out in the name and at the behest of the contractor.
16. The contractor or his authorized/competent representative whose intimation would be provided in writing in advance to the Estate Section, shall at all times be available in the shop and the business of the shop shall not be carried out by any other person/ entity under any circumstances.
17. In normal course, the contractor or his authorized competent person should be available in the shop. However if for any reason, the contractor is not in a position to be available in the shop consecutively for more than 3 days, a prior permission will have to be obtained from the Estate Office, failing which, it will be deemed that the contractor has violated an essential condition of the contract and the contractor may be dealt with in an appropriate manner for this default which may include adequate penalty at the discretion of the Institute.

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Signature & Seal of Bidder

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Timing, Prices, Facilities and Services etc.

18. Shop shall operate from 06:00 hrs. to 23:00 hrs. Running the shop beyond scheduled timings shall be carried out only with the prior permission of the Estate Section.
19. The Shop shall operate on all seven days of the week and there shall be no holiday under any circumstances, save with the prior instructions/approval of the Estate Section.
20. Facility of Payment by credit, debit and ATM cards, UPI should be made available.).
21. Safety standards should be maintained. Fire extinguishers, sand buckets, should be installed in accessible places and should be in working conditions. List of emergency number should be displayed in a prominent place. First aid measures should also be available for emergencies.
22. The Contractor shall have to provide proper and smooth services to the customers to their satisfaction.
23. Any loss to the Campus residents with regard to the services provided by the contractor shall be the responsibility of contractor. The Institute shall be indemnified in this regard and shall not be a part of any legal proceedings thereto.
24. For the consumers who are not willing to pay in cash, the contractor shall facilitate with a swipe payment machine and shall also provide in the canteen the UPI based payment system. The contractor shall further display its VPA (virtual payment address) or Q-Code on the display board to enable the consumers make the payments via UPI App (BHIM or equivalent).

Liability of GST and Other Taxes

25. The contractor shall be absolutely liable for payment of GST (as applicable) to the respective department on items sold in the shop. The Institute shall have no liability, whatsoever, in this regard and shall be deemed to be immune and indemnified in all respects.
26. The contractor shall further be liable to pay to the Institute GST at the rate applicable from time to time on the Licence fee payable by it. The GST shall be payable over and above the Licence Fee and the Office concerned shall for accounting purposes issue a Tax invoice/receipt with GSTIN to the vendor in confirmation thereof.
27. The contractor shall also be liable to pay all other taxes, levies and other legal payables that may be applied by the Government, local authorities and other competent forums from time to time.
28. The contractor shall not make any addition or alteration to the building of the said shop/premises or tamper 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 Licensor in this behalf.

Signature & Seal of Bidder

Contd.....P/9

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Quality, hygiene & cleanliness:

29. The premises should be kept well ventilated and well lit. No display/encroachment is allowed outside the premises.
30. Garbage and waste disposal should be done as per the institute norms. Pest/rodent control should be done regularly every six months.
31. Usage of plastic bags is a strict NO and the same shall not be used any under circumstances, whatsoever. Instead use of Paper bags/plates/cups/etc. is encouraged. Cloth bags may be made available for users (at nominal charges).

Deployment of Workmen

32. The contractor shall employ in running the shop only such persons as are careful, skilled, experienced in their trades, dutiful, sober, well behaved and rules compliant.
33. Worker(s) in the shop shall be deployed after his/her deployment is cleared by the Estate Section and for this purpose, the contractor shall provide the details of them in the given format.
34. The contractor shall neither employ any child labour nor any worker who is below 18 years of age.
35. All the workers shall invariably carry their ID Cards (to be provided by the contractor at its own costs) and shall be produced to the security personnel and other Institutes authorities, whenever asked for.
36. The Contractor shall be absolutely responsible for strict adherence of discipline and good conduct by its workers.
37. The contractor shall be bound to remove any such worker and disallow him/her from entering into the Institute premises whom the Institute does not deem appropriate to continue within the Institute premises for administrative or any other reasons.
38. The contractor 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 contractor shall be responsible of master and servant relationship with its workmen and the Institute shall have no concern, whatsoever, with all the above mentioned matters.
39. The contractor shall be absolutely liable in regard to any dispute or other matters concerning its workmen which are initiated in any forum or court of law and shall further be liable to meet and discharge all the liabilities that may arise on account of its relationship with its worker from the decisions of any court including all liabilities as are thrust upon by virtue of the provisions of any labor law being in force at the time besides other statutory liabilities.

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Signature & Seal of Bidder

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40. The contractor 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.

Compliance of Statutory Obligations and Other Provisions

41. It is understood that a number of enactments and laws would apply to the contractor, which are supposed to be complied by the contractor in letter and spirit and in particular to laws relating to minimum wages to worker, employees compensation and Goods and Service Tax etc.
42. The licensee shall ensure that no product shall be sold from the premises which is prohibited to be 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.
43. The contractor shall be liable to ensure compliance of all enactments, rules, regulations and of other authorities besides the instructions of the Institute that may be in force from time to time including all the labour laws, employees compensation and the minimum wages, as well as Weights and Measures and Prevention of Food Adulteration etc.
44. The Contractor 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 contractor's failure, as well as the Institute's license fee, electricity charges and other dues etc. The contractor shall pay all such dues to the Institute within fifteen days from the receipt of letter issued by the Institute in this behalf failing which; the same would be recovered/realized from the contractor's security deposit.
45. The Institute shall be absolutely immune and deemed indemnified in all matters, claims, liabilities and legal consequences which relates to compliance of 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 contractor or for its illegal actions, the Institute would have the right to realize from the contractor all dues if those are in financial terms, and on other matters, in appropriate manner as it deems appropriate including adopting legal recourse.
46. The contractor would comply with all guidelines/instructions issued by the Officer In-charge (Estate) concerning the security/safety issues and Institute discipline.
47. The Contractor shall ensure that it and its employees' do not adversely affect the peaceful and congenial atmosphere of the Institute's premises.

Security Deposit

48. The contractor shall have to deposit a security of **Rs. 50,000.00 (Rupees Fifty Thousand Only)**.
49. If at any time, due to any reasons as mentioned in the foregoing clauses or otherwise, any short fall is caused to the security deposit money, the contractor shall be liable to make good such short fall within fifteen days of the receipt of notice in this behalf, through another FDR deposit as aforesaid.

Signature & Seal of Bidder

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50. In case of, in which under no clause(s) of this contract, the contractor 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 contractor by him through competent authority, shall be conclusive evidence) in which case, the security deposit of the contractor 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.
51. If the contractor breaches any terms and conditions of the agreement which is deemed to be serious by the Institute, its security deposit may be forfeited either in part or in full as the Institute may deem appropriate, at its discretion.

Termination of contract:

52. Either party may terminate the contract by giving 30 days notice to the other party without assigning any reasons, whatsoever.
53. The contract may be terminated in terms of any provisions stipulated elsewhere in the contract.
54. In case, the contract is terminated or it comes to an end by efflux of time, the contractor shall handover the vacant possession of the licensed premises immediately. Failure to handover the vacant possession of the premises as aforesaid, would render the contract to pay a penal rent to the Institute as fixed by the Institute.
55. 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 contractor and the same shall not be subject to challenge. All the goods belonging to the contractor 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 contractor in terms of provisions of 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.

Contract Documents and their interpretations

56. The original agreement shall remain with the Institute while a photocopy thereof may be had by the contractor, if it so wishes.
57. The several documents forming the contract are to be taken mutually explanatory to one another and in case of any ambiguities or discrepancies, the interpretations of the same shall be communicated in writing by the Institute through its competent authority to the contractor along-with the directions, if any, and the same shall be deemed to be final and binding and shall not be open to question in court.

Jurisdiction

58. All matters and disputes under this contract shall be subject to the jurisdiction of Durgapur Court only.

Signature & Seal of the Bidder _____

Full name of the Bidder _____

Name of the Firm _____

Address: _____

Mobile No. _____

Recent
photograph
of
bidder

Signature & Seal of Bidder

Contd.....P/12

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Annexure-1

APPLICATION FOR RUNNING STATIONARY SHOP AT NIT DURGAPUR

Name of the Applicant----- (If an individual)/Firm

Father's Name -----

Address of self and Firm -----

Phone No./Mobile No. -----

Aadhar No. -----

Details of EMD

a.	Amount	:	Rs. 10,000/-
b.	FDR / DD No.	:	_____
c.	Dated	:	_____
d.	Bank & Branch	:	_____

GST NO -----

PAN No. -----

EPF Code No., if any -----

ESI Code No., if any -----

Experience, if any (in years) ----- Name and address of two responsible persons as guarantors:

Name -----

Aadhar No. -----

Address -----

Declaration:

I hereby undertake –

1. That I shall bear all the expenses if there is any damage to the said premises.
2. That I shall vacate the Canteen premises and handover it to the Institute whenever a notice is served.
3. That I bind myself to the terms and conditions of this tender document.

Date:

Signature of the applicant
Seal

Contd.....P/13

Signature & Seal of Bidder

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**NATIONAL INSTITUTE OF TECHNOLOGY
DURGAPUR**

Annexure-II

Commercial / Price Bid

License Fee for one year	<u>Rs.</u> (Rupees only)
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GST will be extra as applicable.

(Signature of the bidder
with Seal)
.....

Signature & Seal of Bidder

