

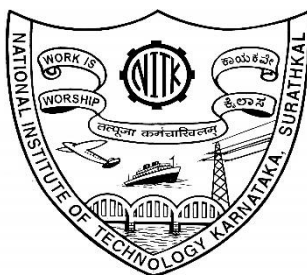
NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL

POST SRINIVASNAGAR, MANGALORE – 575 025 (D K)

Phone: (0824) 2473012.

E- mail: registrar@nitk.ac.in

Fax: (0824) 2474033

Website: <http://www.nitk.ac.in>**TENDER DOCUMENT**

Tender Notification No: NITK/CE/Shops/2019-20/A2

Date: 13/11/2019

Name of Service : Running of Shops & Stalls

EMD Amount : Rs.5000/-

Date for Request tender document : 12/12/2019, 03.00 PM

End date for submission of e-tender : 12/12/2019, 04.00 PM

Address for Submission of Tender : <https://mhrd.euniwizarde.com>

Opening date of technical bid : 16/12/2019 10.00 AM.



NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL

Post-Srinivasnagar, Mangaluru – 575 025

(An Autonomous Body of the Ministry of HRD, Govt. of India)

Phone: (0824) 2474 000.

Email: registrar@nitk.ac.in

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Website: <http://www.nitk.ac.in>

NITK/CE/Shops/2019-20/A2

Date: 13/11/2019

Notice Inviting e-Tender

The National Institute of Technology Karnataka Surathkal (NITK) is an autonomous body under the Ministry of HRD. The NITK is interested in inviting e-tender for Running of shops and Stall in the Shopping Complex of NITK Surathkal. The interested firms/agencies may personally visit the campus at NITK Surathkal to have first-hand information about the shops/stall located on our campus and submit their online bids along with terms and conditions if any. The contract will initially be valid for a period of 1 year which will be extendable on a year to year basis up to 5 years' subject to satisfactory performance.

1. The Tender shall be accepted under Two Bid Systems. The interested firms have to submit the Technical Bids and Financial Bids online in the prescribed proforma through the e-procurement portal <https://mhrd.euniwizarde.com> only. Tender sent by any other mode will not be considered and the same will be rejected summarily. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the Tender documents. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever.

2. All tender documents attached with this invitation to tender for considering any offer as a complete offer. It is therefore important that Tender Acceptance Letter which is a written undertaking that all the terms and conditions of the tender are understood and accepted should be signed and submitted through e-Procurement site <https://mhrd.euniwizarde.com>.

3. The Earnest Money Deposit (EMD) of Rs. 5,000/- (Rupees Five thousand only) shall be payable. Earnest Money will be refunded to unsuccessful tenders/bidders after the finalization of the contract. After award of contract the contractor has to deposit 20,000/- (Rupees twenty thousand only) **Security Money/performance security** in the form of an account payee demand draft/bank guarantee/FDR from any of the commercial banks in favour of Director, NITK Surathkal, payable at Surathkal Mangalore. Performance Security should remain valid for 6 months beyond the date of completion of all contractual obligations.

4. The interested parties can inspect the premises between 10:00 AM to 04:00 PM on any working day from 14/11/2019 to 09/12/2019. They may contact the Resident Engineer office, NITK Surathkal on telephone No. 0824-2473028, during office hours on any working day for ascertaining the job requirements and any other additional information/clarification required by them.

5. All entries in the tender form should be legible and filled clearly. If the space provided for furnishing information is insufficient; a separate sheet duly signed by the authorized signatory may be scanned and uploaded. No correction either in the Technical Bid or Financial Bids will be permitted.
6. Conditional bids shall not be considered and will be rejected summarily.
7. The Technical Bid shall be opened online on the scheduled date and time at **16/12/2019 at 10.00 A.M.**
8. The Financial Bids of only those bidders who qualify in the technical bid will be opened after evaluation by the Committee constituted for the purpose.
9. No bidding firm will be allowed to withdraw its bids after technical bids have been opened. If any firm intends to withdraw after the opening of technical bids its EMD will be forfeited.
10. The Director, NITK Surathkal reserves the right to reject any or all the tenders submitted by the bidders at any time or relax/withdraw/ add any of the terms and conditions contained in the Tender Documents without assigning any reason thereof.
11. Any subsequent Updates, Addendums, Corrigendum, etc., if any, will be published only on the website <https://mhrd.euniwizarde.com> and www.nitk.ac.in. All bidders are required to regularly check the websites for any updates.

**Sd/-
Registrar
NITK Surathkal**

Section 1A - Procedure for Submission of E-Tender

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information bidders may visit the e-Wizard Portal <https://mhrd.euniwizarde.com>

1. REGISTRATION PROCESS ON ONLINE PORTAL

1. Bidders to enroll on the e-Procurement module of the portal <https://mhrd.euniwizarde.com> by clicking on the link "Bidder Enrolment" as per portal norms.
2. The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.
3. Bidders to register upon enrolment their valid Digital Signature Certificate (DSC: Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
4. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. Foreign bidders are advised to refer "DSC details for Foreign Bidders" for Digital Signature requirements on the portal.
5. Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

2. TENDER DOCUMENTS SEARCH

1. Various built-in options are available in the e-Wizard Portal which is further synchronizing with CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
2. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, a form of contract, location, date, other keywords, etc. to search for a tender published on the Online Portal.
3. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Online Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

4. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

3. BID PREPARATION

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
4. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF / XLS / PNG, etc. formats. Bid documents may be scanned with 100 dpi with black and white options.

4. BID SUBMISSION

1. Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder to select the payment option as "Online" to pay the tender fee/ EMD wherever applicable and enter details of the instrument.
4. A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. Kindly have all the relevant documents in a single PDF file of the compliance sheet.
10. **The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.**

5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the institute reserves the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is **011-49606060, 23710092, 23710091, Sanjeet Kumar Jha +91-8882495599, 9350530626, Gagan +91 8448288987, Vijay +91 8448288989, Ms. Ambika - 84482 88988, Ms. Vandana – 9844112043.**

7. INSTRUCTIONS TO THE BIDDERS

1. **The process for Bid submission through the MHRD portal is explained in Bidder Manual. Bidders are requested to download Bidder Manual from the home page of the MHRD website (<https://mhrd.euniwizarde.com>). Steps are as follows (Home page ⇨ Downloads ⇨ Bidder Manuals).**
2. The tenders will be received online through portal <https://mhrd.euniwizarde.com>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
3. Possession of Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/ e-Token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://mhrd.euniwizarde.com>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available on the web site <https://mhrd.euniwizarde.com> under the link 'DSC help'.

Tenderers are advised to follow the instructions provided in the `Instructions to the Tenderers for the e-Submission of the bids online through the e-Wizard Portal for e-Procurement at <https://mhrd.euniwizarde.com>.

4. **The bidder has to “Request the tender” to the MHRD portal before the “Date for Request tender document”, to participate in bid submission.**

8. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
9. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
10. No deviation to the technical and commercial terms & conditions are allowed.
11. **The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).**

Section 1B - Information for the Bidders

1. Minimum eligibility criteria for qualifying in Technical bid:

The intending bidder must satisfy all the following requirements for qualifying in the technical bid. Self-attested copy of the related document should be scanned and uploaded while submitting e-tenders:

1. The bidder must possess a Trade License/Shop Act License - a self-attested copy should be uploaded
2. The bidder must possess PAN registration with the Income Tax department – a self-attested copy should be uploaded.
3. The bidder must possess GST registration – a self-attested copy should be uploaded.
4. The bidder must have the experience for the last 2 (two) years for the trade for which is applying. (An undertaking will be accepted for self-experience in the relevant field)
5. Average annual financial turn over on a similar service of the bidder should not be less than ₹ 50,000/- for one year. Copy of audited statement of accounts & balance sheet should be uploaded (related pages only).
6. The bidder must possess the FSSAI certificate for the Bakery shops - a self-attested copy should be uploaded.

2. Submission of Bids

The Tender shall be accepted under Two Bid Systems. The interested firms have to submit the Technical Bids and Financial Bids online in the prescribed proforma through the e-procurement portal <https://mhrd.euniwizarde.com> only. Tender sent by any other mode will not be considered and the same will be rejected summarily. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the Tender documents. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever.

1. Technical Bid: As per Performa for Technical Bid(**Annexure-III**) and should contain the following details: -

- a) Vendor's eligibility conditions (As per the format at **Annexure-I**)
- b) All pages of the technical bid shall be numbered, indexed and the document shall be used as final for all purposes.
- c) Tender Acceptance Letter signed by the bidder with the seal as per(Annexure-II)
- d) **Financial Bid:** Should contain Price Bid only. (As per Performa for Financial Bid)
(Annexure-IV)

2. Opening of bids:

- (i) The technical bid shall be opened online on the scheduled date and time
At 10.00 AM on 16/12/2019.
- (ii) Financial Bids of only those bidders who qualify in the technical bid will be opened after evaluation by the tender opening Board/committee.

3 Rates:

- (i) Rates are to be quoted as per Proforma for Financial Bid in Rupee/s.

3. Validity of bid

- i) The bid shall remain valid for 180 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by NITK Surathkal as non-responsive.
- ii) The NITK Surathkal may, at its discretion, request the bidder for extension of the period of bid validity. The request and responses thereto shall be made in writing. In such eventuality of extension of bid validity, the validity of bid security provided shall also be suitably extended. However, modification in Bid will not be allowed at any stage.

4. Earnest Money Deposit

- i) EMD amount will be accepted in the online form. The bid without EMD is liable to be summarily rejected.
- ii) Without prejudice to any other right of NITK Surathkal the Earnest Money Deposit may be forfeited by the NITK Surathkal:
 - (a) if the Bidder withdraws his bid during the period of bid validity; or
 - (b) in case the successful Bidder refuses to sign the Agreement; or
 - (c) If the bidder fails to furnish the Performance Security.
- (iii) EMD will be refunded to the bidders within sixty days from the date of issue of the award letter to the successful bidder and no interest would be paid thereon.

5. Performance Security

After the award of the contract, the contractor has to deposit Rs. 20,000/- **Security Money/performance security** in the form of an account payee demand draft/bank guarantee/FDR from any of the commercial bank in favour of Director NITK Surathkal, Mangalore. Performance Security should remain valid for 6 months beyond the date of completion of all contractual obligations.

Performance security will be discharged after completion of the contractor's performance obligations under the contract. The above security deposit will be liable to be forfeited during the period of the contract, in case breach of any terms & conditions of the contracting contractor or failure to provide any services under the contract or loss results from contractor's failure and breach of an obligation under the contract.

6. Period of Contract

The contract will be initially valid for a period of 1 year which will be extendable on a year to year basis up to 5 years' subject to satisfactory performance.

7. Acceptance/Termination of Bid

The NITK Surathkal reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of NITK Surathkal's action.

8. Evaluation

1. NITK Surathkal shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed and whether bids are generally in order.
2. If there is a discrepancy between words and figures the amount in words shall prevail. Prior to the detailed evaluation, NITK Surathkal will determine the substantial, responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the bid document without material deviation. A bid determined as substantially non-responsive will be rejected by the NITK Surathkal.
3. The evaluation will be based on financial offers made by the various bidders based on the total of all rates quoted and other merits of the offer.
4. Though the evaluation will be based on the highest total amount quoted in the Financial Bid and will be considered for placement of offer. The contract will be awarded to the highest bidder.

9. Award of Contract

- a) The issue of a work order shall construe the intention of the NITK Surathkal to enter into a contract with the successful bidder.
- b) The successful bidder shall within **07 days** of issue order, give his acceptance along with performance security and sign the contract with the NITK Surathkal.

10. Signing of Contract

The signing of the contract shall construe the award of the contract to the bidder. Upon successful bidder signing the contract, the NITK Surathkal shall discharge the bid security. Failure of the successful bidder to comply with the signing requirement shall constitute the sufficient ground for the annulment of the award and forfeiture of the bid security, in that situation the NITK Surathkal may at its own discretion call for fresh bids.

11. Relaxation/modification in the tender: NITK Surathkal reserves the right to:

-Relax the tender conditions at any stage, if considered necessary for the purpose of finalizing the contract in the overall interest of NITK Surathkal.

-Re-tender or modify the terms & conditions of the tender. It also reserves the right to negotiate the rates with the bidders.

-Accept or reject any or all of the financial bids in part or in full, irrespective of they are being the higher, without assigning any reasons.

12. TERMINATION OF CONTRACT, VACANT POSSESSION ETC.

- a The NITK reserves the right to terminate the contract at any time after giving one month's notice without assigning any reason, the decision of the NITK in this regard shall be final and binding on the contractor. The contractor, if he so desires, may seek termination of the contract by giving written notice of not less than two months' duration during the agreement period.
- b The contractor shall give two months' notice to the Licensor in case he/she intends to vacate the premises.
- c The contractor will on expiry of the period of the contract, peacefully and quietly hand over vacant possession of the premises to the Licensor without raising any dispute whatsoever.
- d The contractor shall not put up any permanent structure or make any alternations or additions in the premises without the prior consent in writing of the Licensor.
- e The contractor will be at liberty to remove all the movable articles brought by the contractor on the premises during the continuance of the contract, before delivering possession of the premises.
- f In case of loss or damage caused to any of the fixtures etc. provided by the Licensor, the cost thereof shall be recovered from the contractor and the same shall be deducted from the Security Deposit.
- g If the contractor commits a breach of any of the aforesaid terms and conditions, the contract will stand terminated forthwith.
- h In case of the contractor going in liquidation, the contract shall be treated as cancelled and legal heirs/representatives or successors of the licensee shall not be entitled to claim any right over the licensed premises.
- i **If the vendor is found using single-use plastic/polythene. (As per the law enforce)**

13. Downloading of Tender document:

The tender document can be downloaded from the website <https://mhrd.euniwizarde.com> from 13/11/2019 to 12/12/2019 AT 03.00 P.M and also from www.nitk.ac.in .

14. Non-participation of near relatives:

Bidder should furnish an undertaking of the tender/bid document on non-judicial stamp paper of Rs.200 for Non - Participation of near Relatives of NITK Surathkal Employees (**Annexure-IX**) in the tender called for Running of shops/stalls at NITK Surathkal Shopping Complex.

The near relatives for this purpose are defined as

- (a) Members of a Hindu undivided family
- (b) They are husband and wife
- (c) The one is related to the other in the manner as father, mother, son(s), & son's wife (daughter in law), daughter(s) & daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother- in- law).

15. Statutory Obligations

- a) The successful bidder/contractor will meet all the statutory requirements obtain all necessary licenses or other approval if any required for running the shops/stalls under the relevant acts and he will be responsible for all the consequences for not obtaining such licenses as required by the law from time to time and will have to submit the certified photocopy of the same to the NITK Surathkal and any other laws, rules, regulations, guidelines etc. that may be applicable from time to time or that may be introduced by the Central/State Government or Municipal/Local Self Government authorities subsequent to the date of this agreement.
- b) The Contractor shall keep the NITK Surathkal indemnified from all acts of omissions, defaults, breaches and/or any claim damages, loss or injury and expenses to which NITK Surathkal may be put to or involved as a result of Contractor's failure to fulfill any of the obligations hereunder and/or under statues and/or any bye-laws or rules framed thereunder or any of them.
- c) NITK Surathkal shall be entitled to recover any such losses or expenses which may have to suffer or incur on account of such claims, demand loss or injury from the Security deposit/performance deposit of the contractor without prejudice to its any other rights under the law.
- d) NITK Surathkal will not be liable for any act or breach or omission by the contractor in regards to the statutory obligations whatsoever and shall in no case be responsible or liable in case of dispute, prosecution or awards made by Court of Law or other Govt. agencies.

In case of any accident arising out of and in the course of this agreement, NITK Surathkal will not be responsible for payment of any compensation or under any other law. It will be the sole responsibility of the contractor for payment towards loss or compensation whatsoever. The person engaged by the Contractor shall be treated, as the Contractor's own employees and can claim no privileges from NITK

Surathkal. The sole responsibility of any legal or financial implication would rest with the contractor. The Contractor will be directly responsible for the administration of his employees as regards their wages, uniforms, general discipline and courteous behavior.

e) The Contractor will have to obtain general insurance against risk, fire accident for his belongings, etc. and provide a copy of the same to NITK Surathkal.

f) **All the taxes/levies/fee charges are payable to Govt. Dept. /Local bodies shall be paid by the contractor & no claim whatsoever shall be paid by the NITK Surathkal.**

16. Resolutions of Disputes

The allotment is made as per the Public Premises Act, therefore dispute between the parties shall be decided as per the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.

Section 2 - Terms and Conditions

1. The Firm/Company/Vendor should have a minimum experience of two years in the field of running concerned shops and stalls.
2. **In case of non-eviction of shops/stalls after a permitted period, the NITK may take a decision to charge a double license fee from the Allottee with the initiation of legal action as per the PP Act.**
3. **10% of license fees shall be enhanced every year (on Previous Year). If a licensee does not pay a license fee on or before the 10th day of each month, a penalty of 2% per month on total outstanding is to be levied upon to Allottee.**
4. **If licensee vacates the shop/stall before the permitted period/one year, the security money will be forfeited.**
5. **The bidder who offers the highest License fee [over and above the minimum License fee] will be the successful bidder. If the rates of two/three bidders are found equal/same, then the shop/stall would be allotted at the discretion of the NITK.**
6. **The contract will be initially valid for a period of 1 year which will be extendable on a year to year basis up to a maximum of 5 years', subject to satisfactory performance.**
7. The validity of the Bid Security shall be for a period of 180 days.
8. The successful bidder shall within **07 days** of issue order, give his acceptance, sign the contract with the NITK Surathkal along with performance security of Rs. 20,000/- in the form of an Account Payee Demand Draft or Fixed Deposit Receipt (FDR) from a Commercial Bank or Bank Guarantee from a Commercial Bank in an acceptable form, in favour of Director, NITK Surathkal, payable at Surathkal Mangalore. Performance Security should remain valid for 180 days beyond the date of completion of all contractual obligations. Bid Security should be returned to the successful bidder on receipt of Performance Security.
9. The licensee will not be permitted to authorize any sub-contractor or any other firm to run the shop/stall allotted to him/her.
10. That the licensee will be granted a letter of agreement to carry out the above work in the NITK Surathkal initially for a period of 1 year beginning and extendable for a maximum period of five years' subject to satisfactory reports from residents and subsequent approval of the Competent Authority of the NITK.
11. The licensee shall be in-touch with Accounts - I on a regular basis and will also maintain his own register for attending any complaints/suggestions from residents/customers.
12. The NITK reserves the right to terminate the license by giving one months' notice.
13. **The allotment is made as per the Public Premises Act. The dispute between the parties shall be decided as per the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.**

14. The Tender shall be accepted under Two Bid Systems. The interested firms have to submit the Technical Bids and Financial Bids online in the prescribed proforma through the e-procurement portal <https://mhrd.euniwizarde.com> only. Tender sent by any other mode will not be considered and the same will be rejected summarily. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the Tender documents. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances whatsoever.
15. Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.
16. The tender document can be downloaded from Central Public Procurement Portal Website <https://mhrd.euniwizarde.com> and www.nitk.ac.in. Bid submission will be started from and will be closed on **12/12/2019 at 04.00 PM**
17. Online technical bids will be opened at **10.00 PM on 16/12/2019** In the Assistant Registrar (Purchase), NITK Surathkal Mangalore. The bidders or their authorized representative may be present if they so desire.
18. The bidder would not be permitted to alter or modify their bids after the expiry of the deadline for receipt of Bids.
19. The conditional tender will not be accepted.
20. An optional tender will not be accepted. The firm should have to quote for only one Model/Shop. Options either in Model/Shop or in rates will not be accepted and the tender will be rejected straightway. In other words, one bidder can apply for only one shop.
21. The firm whose rates are accepted will have to deposit **Rs.20,000/- Security Money/performance security** in the form of an Account Payee Demand Draft/ Bank Guarantee/FDR from any of the Commercial Bank in an acceptable form in favour of Director NITK Surathkal, payable at Surathkal Mangalore before the work order gets placed. Security Money shall bear no interest. Security Money should be valid for a period of 60 days beyond the completion of all contractual obligations by the service provider/firm.
22. In case a successful bidder fails to deposit the Performance Security Money **within 07 days** from the date of receipt of the letter, the E.M.D of the firm will be forfeited in favour of department and action will be initiated to be debarred.
23. After examination of the technical bid and price bid, the tender committee will have the discretion to allot the shop on contract, if the rates of the bidders are found the same, it would be the discretion of the committee.
24. The Tender Committee reserves the right to relax any terms and condition in the govt./NITK interest with the approval of the Competent Authority.
25. The Tender Committee reserves the right to reject any tender or all tenders without assigning

any reasons thereof.

26. The legible scanned copy of properly filled "Tender Acceptance Letter" (**Annexure-II**) duly signed & stamped by the bidder should be attached with the technical bid.
27. All the firms participating in the Tender must attach a list of their owners/partners etc. and Certificate to the effect that the firm is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the firm or its owner or partners anywhere in India be attached with technical bid.
28. The tender will be rejected straightway without assigning any reason if the applicant/firm involved in any criminal cases, declared blacklisted by any Govt./Semi govt. Department/agencies etc.
29. In case of violation of any clause of contract/agreement deed, the explanation of the licensee can be called by issuing show cause notice, if the reply is not found satisfactory. Security money can be forfeited in full or as to be decided by the NITK as well as action for blacklisting can also be taken prior to taking any legal action.
30. The firm will have to submit a scanned copy of the PAN card of the firm/individual. However, if the firm is proprietorship the proper evidence of the firm should be registered with Govt. agency in this regard relevant document is also to be enclosed with the technical bid.
31. The Licensee shall, at its own cost and expenses, put up firefighting equipment, fitting, etc. Such fixtures/fittings/items, the removal of which premises or on termination/cancellation, etc. affect the building; its interior aesthetics, etc. cannot be removed/taken away by the Licensee at the time of vacating of the licensed contract/ completion of the License Period.
32. This will be only a License Agreement and the Licensee has no right on the land of the licensed premises.
33. The Licensed premises are public premises as defined in the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and fall within the jurisdiction of NITK Surathkal.
34. The Licensee shall be responsible for the maintenance, high standard of cleanliness and proper repairs of the premises and also for repair and maintenance of fixtures, fitting and additional facilities such as electricity, water. The Licensee shall also ensure sanitation, prevention of infectious diseases, control and prevention of nuisance from insects, rodents, or any other source, etc.
35. The Licensee shall give special attention to the manner in which his employees receive visitors and render service ensuring good hospitality, congenial and pleasant atmosphere. Special care shall be taken for the employee's health and to ensure that all the workers/employees employed in the premises are medically fit and that they do not suffer from any contagious, loathsome or infectious disease. In this regard, a certificate duly certified by an RMP (Register Medical Practitioner) in respect of each employee, is to be furnished.

36. **The timing of the shops/stalls in the shopping complex of NITK Surathkal will be 6 AM TO 10 PM. The Licensed premises shall not be used for residential purposes.**
37. The Licensee shall ensure the items sold/served from the premises are of requisite hygiene and quality standards and conform to the provisions of the Prevention of Food Adulteration Act, 1954 and any other guidelines, regulations, standards, etc. issued by Authorities concerned from time to time.
38. A rate list must be displayed at prominent places in the respective outlet. No hand Bills/Stickers are allowed to be put anywhere on the premises or outside. Also, the rate should not be more than MRP at any cost.
39. Deviation from approved trade for which licensee has been granted will be treated as violation of License Agreement and the license shall be terminated immediately.
40. The sale/serving or promotion of drugs, narcotics products, alcoholic beverages and serving of any item related to pork and/or beef is strictly prohibited.
41. Officials of the Licensor may, at any time, enter the licensed premises/ food outlet/ shop and monitor the quality of raw material, food items and standards of facilities and interiors, exteriors of the premises, etc. The Licensee will be duty-bound to assist/co-operate with the Licensor's officials in this regard. The source of procurement of raw materials, food items, etc. will also have to be divulged to the officials of the Licensor whenever asked.
42. The Licensee shall not place or permit placement of any advertisement, notice frames, pictures, decorations, telephones, weighing or vending machines or manual or mechanical/electrical devices or contrivance for commercial gains. Board/Banner/hoardings/posters etc. promoting any individual's location/ outlet either in NITK Surathkal, Mangalore or any of the place or near the allotted shop/Outlets will not be allowed.
43. Segregation of waste material will also be undertaken by the Licensee of outlets/shops as per local rules and regulations. Shop/outlet operators shall collect all garbage in bags/boxes/trolleys permitted for the purpose as per the guidelines of the Licensor. The collected garbage shall be kept at identified collection points. Failure to do so will involve termination/cancellation of the License Agreement without any notice. It will also be the responsibility of the Licensee to maintain cleanliness and hygiene in and around their allotted shop/outlet.
44. The Licensee shall not use *any shamiana on the premises or occupy the area around the licensed premises in any manner.*
45. The Licensee, his agents and servants shall observe/perform and comply with all applicable laws/rules and regulations of the Shops and Establishment Act, Factory Act, Industrial Disputes Act, Minimum Wages Act, Labour Laws and the provisions of any statutory law applicable to the Licensee including any rules and regulations made by Licensor or any other Department (s) of Government of NCT of NITK Surathkal or Local body or administration as applicable from time to

time to the business which the Licensee is allowed to carry on under this and to the area in which the said premises are located. This also included Agreement compliance of laws relating to hygiene, storage, sanitation, cleanliness product quality and disposal of water & waste material, etc.

46. The licensee can promote themselves by putting uniform signage only about their outlet name at the licensed premises only and nowhere else.
47. The preparation of premises is also to be carried out by licensee at his own cost after obtaining the approval from NITK Surathkal.
48. The licensee shall get the electricity/water connection at their own end after taking prior permission of the NITK & the licensee shall have to pay dues himself/herself, NITK Surathkal shall not bear any expenditure for their service.
49. The use of the DG set is strictly prohibited. However, if power backup is required, it shall be through UPS mode only.

Eligibility conditions/Check List of Technical Bid Documents

Sl. No	Particulars	Attached supporting documentary evidence	
		Yes	No
1.	A valid copy of Trade license/Shop Act license		
2.	Paid Earnest Money Deposit (EMD) (Online) for Rs.5,000/- NSIC/ MSME registration certificate (in case of bidders claiming exception of EMD while submitting a bid)		
3.	Copy of the PAN either individual or firm.		
4.	Copy of Goods & Service Tax Registration certificate if any/applicable.		
5.	Signature of the Bidder or his/her authorized signatory on each page of the Tender Document as acceptance of the terms and conditions contained in the Tender Document.		
6.	Experience certificate for the last 2 (two) years. An undertaking is to be accepted for self-experience in the relevant field.		
7.	The annual turnover for Rs.50,000/- for the one year.		
8.	In the case of the Bakery shops, the FSSAI certificate must be attached.		
9.	Annexure- I to X (Except Annexure - IV)		

Annexure-II

To,

The Registrar,
NITK Surathkal,
Mangalore Karnataka-
575025

Sub: Tender Acceptance letter

Sir,

I hereby undertake that I have read and understood the entire tender document and accept & agree to comply with the same. I also accept and agree that any subsequent Addendums and Corrigendum's if issued in this regard I shall comply accordingly.

Signature of the Authorized Signatory of the
Bidder with the seal of the firm

PROFORMA FOR TECHNICAL BID

Annexure-III

The Registrar
NITK Surathkal
Mangalore-575025

Subject: Running of Shop No..... at.....in the NITK Campus

Sir,

With reference to your Tender No.datedon the subject mentioned above, the undersigned have read the terms and conditions of the tender and hereby submitting the following documents.

Sl. No.	Particulars	Page Number
1.	Vendor's Qualification (As Per the format given at Annexure-I)	
2.	Tender Acceptance Letter as per Annexure-II	
3.	Technical Bid Performa annexure-III	
4.	Agency Details (as per annexure- V)	
5.	Experience Certificate as per annexure-VI	
6.	Undertaking on non-judicial stamp paper of Rs.200/- (As per Annexure-VII	
7.	Compliance Statement Certificate as per Annexure - VIII	
8.	No relation certificate as per para 14 of General Information to Bidder as per Annexure- IX	
9.	Any other Supporting Documents submitted by the bidder	

1. It is to certify that the above information is correct and a duly certified copy of relevant documents in the proof of above is enclosed herewith. All pages of the Technical bid have been numbered, indexed and the document is final for all purposes.
2. All the above-mentioned documents have been scanned & uploaded along with bid documents.

Signature of the Authorized Signatory of the Bidder with the seal of the firm

PROFORMA FOR FINANCIAL BID

To,
The Director
NITK Surathkal

Subject: Tender for Running of shops/stall in the Campus of NITK Surathkal reg.; -

Sir,

With reference to your Tender No.....dated___on the subject mentioned above, the undersigned have read the terms and conditions of the tender and quote the rates as under for Shop No..... at.....

Sr. No.	Description of Item & area (in Square Meter) of the shop	Location of Shops/Stalls	Minimum Reverse License fee by the NITK Rs.	Offered License fee by Bidder for the shop to be filled up by bidder. (without GST) Rs.
1	Vegetable& Fruits Shop (29.72sqm)	Shop No-1 at Marketing Complex Building	5042	
2	Bakery Shop (19.92sqm)	Shop No-2 at Marketing Complex Building	3379	
3	Tailoring Shop (18.53sqm)	Shop No-3 at Marketing Complex Building	3144	
4	Ladies Beauty Parlor (18.53sqm)	Shop No-4 at Marketing Complex Building	3144	
5	Cable Shop (10.59sqm)	Shop No-6 at Marketing Complex Building	1797	
6	Laundry Shop (10.33sqm)	Shop No-8 at Marketing Complex Building	1753	
7	Photocopy Shop (Xerox) (18.25sqm)	Shop No-1 New Commercial Building	4435	
8	Bakery Shop (25.44sqm)	Shop No-2 at New Commercial Building	6182	
9	Electricals & Electronics shop (52.82 sqm)	Shop No-3 at New Commercial Building	12835	
10	Salon Shop (Men only) (18.25sqm)	Shop No-4 at New Commercial Building	4435	
11	Tailor Shop (18.25sqm)	Shop No-5 at New Commercial Building	4435	
12	Textile Shop (18.25sqm)	Shop No-6 at New Commercial Building	4435	
13	Photocopy Shop (Xerox) (10.84sqm)	Library Building.	1788	

Note: Bidder who offers the highest License fee [over and above the minimum License fee] will be the successful bidder. If the rates of two/three bidders are found equal/same, then the shop/stall would be allotted at the discretion of the NITK.

I/We undertake that if our bid is accepted we will run shop/stall in accordance as specified in the terms and conditions of the tender documents.

I/We undertake that I/we shall furnish the Performance Security within fifteen days after the issue of notification of award for an amount of Rs. 20,000/- in the form of demand draft or Fixed Deposit Receipt (in original) or Bank Guarantee in an acceptable form from any Nationalized/Commercial Bank in favour of **Director, NITK Surathkal payable at Surathkal Mangalore**. Performance Security shall remain valid for a period of 6 months beyond the date of completion of all contractual obligations of the supplier. No interest will be paid on the amount, the same will be refunded when the contract is over and after clearing all dues.

I/We also agree to abide by this Bid validity period of 180 days from the date of opening of Technical Bid. It shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

I/We understand that you are not bound to accept the lowest or any bid you may receive.

I/We attach herewith an affidavit confirming that the information furnished in the Bid is correct to the best of our knowledge and belief.

I/We clarify/confirm that we comply with the eligibility requirements of the bidding documents until our contract remains in operation/force.

Dated this _____ day of _____ 2019.

Signature of the Authorized Signatory of the Bidder with the seal of the firm

AGENCY DETAILS

1. Name of Agency:
2. Status of ownership of the firm (Proprietary/Partnership/Company):
3. Registration No.: Trade license/Shop Act License
4. GST Registration No.:
5. PAN Number:
6. **Details of Shop applied for (shop no & location):**
7. Good Service Tax Registration No:
8. Telephones Nos.:
9. Residential Address:
10. Experience (Years):
10. Minimum annual turnover of Rs. 50,000/- for the last one year (supporting document to be enclosed).
11. Any Other Information/Documents which may help NITK, in assessing Tender's Capabilities for the award of contract

Signature of the Contractor

Name/Firm_____

Address_____

Photo of Bidder with
Signature

EXPERIENCE CERTIFICATE

Certified that M/s.....has run/is running shop/stall
for.....in this PSU/Government Department, satisfactorily for the period
from.....to.....

Authorized signatory with Office Seal /Rubber Stamp

An undertaking enclosed at Annexure of the tender/bid document on non-judicial stamp paper of Rs.200

UNDERTAKING

I/We have read and understood the contents of tender and agree to abide by the terms and conditions of this tender and undertake the following.

1. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish Performance Security, as mentioned in the bid document.
2. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the government has banned/suspended business dealing. I/We further undertake to report to the NITK Surathkal, Mangalore immediately after we are informed but in any case not later than 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the contract with you.
3. I/We agree that all disputes if arising related to this tender shall be within the jurisdiction of courts of Surathkal
4. I/we undertake that the firm/company etc. has never been blacklisted by any of the Central/Govt. organization and no criminal case is pending against the firm/company.
5. That the information supplied by the firm/company/bidder in the bid is true and nothing has been concealed and in the case, at any stage, any information is found false our EMD/ Performance Security can be forfeited and our tender can also be rejected by the NITK.
- 6. NITK Surathkal Authorities may make surprise inspection to ensure proper Quality and nearby sanitation conditions.**

Date:

(Signature of the tenderer/bidder)

Name: designation with the seal of the firm/company

Compliance Statement Certificate

I/we do hereby state that I am applying for Shop No..... at.....& each term and conditions of the tender documents have strictly complied and nothing has been concealed or left as required in the tender document.

Authorized signatory with Rubber Stamp

Dated:

Place:

An undertaking enclosed at Annexure of the tender/bid document on non-judicial stamp paper of Rs.200

UNDERTAKING

I/We hereby certify that none of my relatives as defined in the bid document is/are employed in NITK Surathkal. In the case at any stage, it is found that the information given by me/us is false/incorrect, NITK Surathkal shall have the absolute right to take any action as deemed fit without prior intimation to me/us.

Authorized signatory with Rubber Stamp

Dated:

Place:

List of Annexure

Sl. No.	Annexure	Subject	Page No.
1.	I	Eligibility Conditions/Check List of Technical Bid Documents	
2.	II	Acceptance letter	
3.	III	Proforma of Technical Bid	
4.	IV	Proforma of Financial Bid with undertaking	
5.	V	Agency Details	
6.	VI	Experience Certificate	
7.	VII	Undertaking as Per Annexure-VII On Non-Judicial Stamp Paper of Rs.200.	
8.	VIII	Compliance Statement Certificate Annex-VIII	
9.	IX	No Relation Certificate-Annex-IX	
10.	X	List of Annexure	