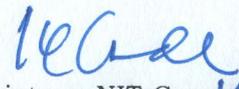


NATIONAL INSTITUTE OF TECHNOLOGY GOA
TENDER DOCUMENT FOR RUNNING GENERAL STORE
AT
Vyavahar Ghar, NIT Goa



Particulars	Date and Time
Bid Security Or Earnest Money Deposit	5000
Date of publishing the tender	November 14, 2024.
Date of Pre bid meeting	November 22, 2024, 3:00PM
Last date of submission of tenders	December 05, 2024 , 05:00 PM
Date and time of opening the tenders	December 06, 2024 , 10:00 AM


Registrar, NIT Goa 

NATIONAL INSTITUTE OF TECHNOLOGY GOA

Tender Notice No.	NITGoa/Gen Store/2024/OW-463 Dated November 14 2024
Name of Work / Service	TENDER DOCUMENT FOR RUNNING GENERAL STORE AT NIT GOA
Location of the Shop / Outlet	Vyavagar Ghar
Area of the Shop / Outlet	59.9 Sqm
Base Rate of Monthly License Fee	16267/-+ GST
EMD Amount	5,000/-
Timing of the Outlet / Shop	08:00 AM to 09:30 PM
Last date & time of receipt of Tender	December 05, 2024 , 05:00 PM
Place of submission of Tender	The Registrar, National Institute of Technology Goa, Kottamol Plateau, Cuncolim, Goa 403 703.
Pre-Bid meeting	November 22, 2024 at 3:00PM Conference Room Admin Building, NIT Goa.
Date & time of opening of technical bids	December 06, 2024 , 10:00 AM
Date & time of opening of financial bids	Will be intimated accordingly.
Place of opening of tenders	Conference Room, Administrative complex, NIT Goa

12/05/24

Signature of the Bidder

NATIONAL INSTITUTE OF TECHNOLOGY GOA

Subject: Tender to run General Store shop in Vyavahar Ghar, NIT Goa

National Institute of Technology Goa (hereinafter referred to as the 'Institute'). The Institute has premises as detailed on Page No.2 and intends to give it on a license basis, to the willing party having experience to operate such outlet under its ownership/proprietorship, to cater to the needs of the campus community.

Sealed bids are accordingly, invited on behalf of the institute from the interested parties for running such an outlet at the aforementioned location on campus.

The prescribed bid form duly filled by the applicant in all respects should be submitted by post to the following address. The envelope shall be properly labelled as "**Bid for running General store at NIT Goa**", Tender Notice No: **NITGoa/GenStore/2024/OW463** Dt Nov **14** 2024

The Registrar
National Institute of Technology Goa
Kottamol Plateau, Cuncolim
Goa 403 703

- (a) The tenders will be opened on the date and time as mentioned on Page No.2 of this document in the presence of the Tender Committee of the Institute and authorized representative(s) of the bidding parties (if any).
- (b) The Financial bids of technically qualified bidders shall be opened on the dates and times mentioned on page 2.
- (c) The Institute reserves the right to reject any tender without assigning any reasons.


The
Registrar NIT Goa

Signature of the Bidder

GUIDELINES FOR THE BIDDERS

1. The contract is for running a **General Store in Vyavahar Ghar**, at NIT Goa for which the successful bidder shall be given on a license basis. However, the shop shall be run under certain conditions which are stipulated hereafter and, in the terms, and conditions of the contract, i.e. Appendix- B.
2. Each and every page of the bid must be signed by the bidder himself, if the bidder is a proprietorship firm. In the case of a partnership firm, by a partner. However, in such cases, there must be letter from all the partners authorizing a partner 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 overwriting or cutting is caused due to some unavoidable reason, the same must be duly attested by the person signing the bid document.
6. The bidder is not allowed to make additions/alterations in the tender paper. Such additions and alterations shall be at the bidders' own risk and shall render the tender to be summarily rejected. Conditional tenders shall not be accepted.
7. The bidder shall give his/her full permanent as well as temporary address in Annexure 1 and shall also furnish/attach proof thereof.
8. The successful bidder shall submit a ₹ 100/- non-judicial stamp paper at its own cost to the Estate Office for preparing the contract agreement to be signed by both parties.
9. Prices of all items must be in Indian rupees and must be inclusive of GST and all other taxes.
10. **Products sold on the said premises shall not be more than the MRP/market price of the product. Doing so will lead to the termination of the contract and forfeiture of the performance security fee.**

Eligibility Criteria:

11. Must have experience of running similar outlet(s) for not less than three years in a Government/ any reputed organization etc. Interested bidders may apply along with sufficient proof of experience /ability to run the shop/outlet.
12. Bidder should have Good Financial health of an individual/firm in terms of working capital, to run the said shop smoothly. Preferences will be given to individuals/firms with better financial positions/states.
13. The bidder must have a PAN Number and GST/GSTN number. The bidder to whom the contract is finally awarded shall have a GST number for the shop in question as well if the related law so requires.
14. Any bidder who is already in any kind of litigation with the Institute shall be barred from participating in this tender process. **Employees/employee's relatives are barred from submitting the bids.**

Earnest Money Deposit (EMD)

15. Every bid must be attached with an Earnest Money Deposit as mentioned on page No.2 in the form of DD of Canara Bank or any scheduled bank, in favour of the **"The Director, NIT**

Signature of the Bidder



Goa Fee Account". Any bid which is not accompanied by the EMD shall be summarily rejected. Any bid accompanied by the cheque instead of Demand Draft earnest money shall also be rejected.

16. The earnest money of the tenderer who withdraws its tender in breach of conditions of the 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.
17. For the unsuccessful bidders, the EMD shall be refunded within 30 days after the completion of the bidding process.
18. The EMD should be valid for a period of a minimum of Six months.
19. The EMD of the bidder whose bid is finally accepted shall be returned on deposit of the due performance security deposit as stipulated in the Terms & Conditions in Appendix-B.

Documents to be attached with the bid:

20. The bidder must attach the Bank Draft and self-attested copies of the following documents along with the bid. Any bid not accompanied by any of 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) Other Statutory Registrations/Licenses, if any.
- (e) Bank Solvency Certificate.
- (f) Details/particulars of the firm submitting the bid in Annexure-1(Part I & II)
- (g) Total number of outlets and their details.
- (h) Audited balance sheet and profit and loss accounts along with gross turnover and profit for the last three financial years.
- (i) Authority/Resolution in favour of the person signing the bid on behalf of the firm submitting the tender.
- (j) Earnest Money Deposit (EMD) as mentioned in the document
- (k) Address proof
- (l) Aadhar Card of individual applicant/person signing the bid.

Submission of Bid:

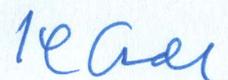
21. The bid shall be submitted in two parts i.e. **Technical Bid and the Financial Bid in the following manner:**

(a) **Technical Bid:** The Technical bid shall consist of the entire Tender document i.e. Appendix-A, Appendix-B and Annexure-1 (Part I, II & III). Along with this, all the documents as detailed above should also be attached to the technical bid. The Technical bid shall be submitted in a sealed envelope, superscribed "**TECHNICAL BID for running General store at NIT Goa**".

(b) **Financial Bid:**

- (i) The Financial bid shall be submitted in **Annexure-2 only**.
- (ii) The base rate of the license fee is as mentioned on Page-2 of this document. The base rate of License fee for bidding shall be as on the date of submission of bids. As such, the bidders have to quote their financial bids over and above the said base rate. The bid submitted below the base rate shall not be entertained and be summarily rejected.
- (iii) The Financial bid should be put in a separate sealed envelope superscribed, "**FINANCIAL BID for running General store at NIT Goa**"

Signature of the Bidder

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(c) Both the Technical and Financial Bid shall further be put in another larger single sealed envelope and properly labelled as **Bid for running General store at NIT Goa**, specifying Tender Notice number and date. the same shall be submitted to **The Registrar, National Institute of Technology Goa, Kottamol Plateau, Cuncolim, Goa 403 703.**

22. **Any bid containing the Financial Bid along with the Technical Bid in the same envelope shall be summarily rejected.**
23. Any bid received after the last date and time shall be summarily rejected and will not be considered under any circumstances.
24. The tender will remain valid for 60 days from the date of opening the financial bid. 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 60 days and will have no right to withdraw the same before the expiry of the said period. In case, intimation of its acceptance is issued to the Licensee at a later date, the bidder shall be competent to refuse.

Opening of Bids:

25. First of all, **the Technical bids will be opened on the date, time and venue as mentioned in this document** in the presence of authorized representative(s), if any, of bidding parties and the Members of the Tender Committee of the Institute.

Thereafter, **financial bids of all the technically qualified bidders will be opened on the date and time as mentioned in this document.**

26. The successful bidder will have to sign an agreement within 15 days of 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.

Criteria for Tender Evaluation:

27. Technical evaluation will be based on verification of documents listed in annexure-1, Part II and fulfilment experience criteria. All the relevant documents listed therein should be submitted.

28. The Financial bids of only such bidders whose bids qualify in their technical evaluation will be opened. The contract will be awarded to the bidder who will have the highest final score:

Final score = Price adjustment factor × License fee offered by the bidder

Price adjustment factor = $\frac{1}{10}$ (the average minimum discount to be offered on MRP/Market price of the range of products in part II of Annexure_2)

Acceptance/Non-acceptance of bids:

29. The contract to run the outlet in the said premises will be awarded to the bidder who quotes the highest final score as described in the criteria for tender evaluation.
30. The tenders that do not fulfill any of the above conditions or are incomplete in any respect are liable to be rejected.
31. 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.
32. **Clarification regarding tender Document:** The Bidders requiring any clarification of the tender document or for any query may contact **asd.fm@nitgoa.ac.in**. Bidders are advised to seek all clarifications through mail at the said e-mail within the stipulated time frame only (i.e up to two days before the bid end date for bid submission as per NIT above).

Signature of the Bidder

18/01/21
18/01/21

Please note that no query/input from bidders will be addressed from the point of view of modification of any kind in the terms and conditions of the tender.

Signature of the Bidder: _____

Name: _____

Full Address: _____

Mobile / Telephone No.: _____

Email ID: _____


Signature of the Bidder

Terms and Conditions of the Contract

Scope of Contract

1. The contract comprises the sale and supply of goods to the customers. This will also include transportation, cost of materials and labour. The Licensee shall make his own arrangements for safe storage of materials and accommodation for its staff.

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) "CEMMC" means "Commercial Establishments Monitoring & Management Committee" constituted by the Director of the Institute.
 - (b) "Licensee" means the person or persons, firm or company whose tender has been accepted by the Institute and includes the licensee's personal representative, successors and permitted assignees.
 - (c) "Director" means the Director of the Institute.
 - (d) "Institute" means the National Institute of Technology Goa through its Director or his representative.
 - (e) "Officer-in-charge (Estate)" means the Officer-in-charge (Estate) of the NIT Goa 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, application/declaration in Annexure -1 (Part I, II & III), the rate as quoted in Annexure II, the letter containing offer of award of contract issued by the Institute to the successful bidder and the acceptance letter submitted by the successful bidder in this regard, shall be integral part of this contract.

Duration of the contract

4. Initially, the duration of the contract will be for **one year**, from the date of signing the contract. **First years is considered as** the probation period and on satisfactory completion of the probation period, the contract shall be extended annually (one year at a time) based on past performance. **Under no circumstances shall the contract be extended for more than SIX years.**

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

5. The licensee shall be liable to pay the amount of monthly license fee i.e. lease rent, regularly on or before 7th day of each successive month. GST and other government taxes shall be paid extra by the licensee. It is the responsibility of the licensee to keep the shop and its area clean.
6. The Licensor shall be entitled to an enhancement @ 5% in the total License fee duly rounded off to the next upper multiple of hundred rupees every year.
7. In case of failure to pay the License fee within the stipulated time as aforesaid, the licensee shall be liable to pay penalty as prescribed below over and above the License Fee on a cumulative basis towards delay charges.

Delay time	Penalty
One week or less	10% of the License fee
One or more weeks	Rs 2000 per week on a cumulative basis

Signature of the Bidder

12 Oct

8. Besides, the licensee shall also be liable to pay the electricity charges on an actual consumption basis to the institute at the prevailing rates along with the payment of a monthly Licence fee. **If a separate meter for the outlet/shop is not installed, a consolidated fee as decided by the institute is applicable until the installation of a separate meter for the outlet/shop.** Electricity charges shall, however, be subject to revision/change from time to time which shall be payable by licensee as aforesaid at the then prevailing rates.
9. In case of non-payment of electricity charges in time, the licensee 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.
10. Non-payment of Licence fee, the electricity 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 and which shall not be subject to challenge by the licensee under any circumstances, whatsoever. Further, if the dues of electricity consumption remain unpaid for up to three months, the electricity connection shall be disconnected without giving any notice, in this behalf.
11. The licensee 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 water charges will be a flat rate of Rs. 300/- per month + GST. The bidder will pay the water bill as per the revision from time to time and as per the institute's norms.
13. The licensee 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 Office. The licensee shall always use the premises prudently and carefully.

Outlet / Shop Timing, Prices, Facilities and Services etc.

14. The timing of the outlet/shop shall be as mentioned on Page-2. Running of outlet/shop beyond this timing shall be carried out only with the prior permission of the Estate Office.
15. The outlet/shop shall operate on all seven days of the week and there shall be no holiday under any circumstances. Store shall remain closed only with prior intimation to the institute.
16. All items mentioned in Part III of Annexure-1 must be available in the outlet/shop. However, the Institute through CEMMC may add or delete any number of items to the shop/outlet either suo-moto or on recommendation of the designated committee. All the orders on this behalf shall be issued by the Estate Office.
17. It is the responsibility of the successful bidder to make all necessary furniture and other infrastructure available in the outlet on his own cost. The institute will provide only space.
18. For the consumers who are not willing to pay in cash, the licensee shall facilitate the payment by credit/debit cards, ATM cards, BHIM, UPI etc.,. The licensee shall further display its VPA (virtual payment address) or QR-Code on the display board to enable the consumers to make the payments via the UPI App (BHIM or equivalent).
19. The licensee shall maintain a display board on its shop of size 12 inches x 18 inches which shall contain the following information:

Signature of the Bidder

14/09/21
14/09/21

Name of the Licensee:
Shop / Outlet No.& location:
Activity of the Outlet:
Name of Authorized Person:
Mobile Number:
Land Line Number:
Outlet Timings:
License Valid up to:

20. All Safety standards should be maintained. Fire extinguishers (2 Kg & 4.5 Kg dry type), sand buckets, should be installed in accessible places and should be in working conditions. List of emergency numbers should be displayed in a prominent place. First-aid measures should also be available for emergencies.
21. The Licensee shall have to provide proper and smooth services to the customers to their satisfaction.
22. Any loss to the Campus residents with regard to the services provided by the licensee shall be the responsibility of the licensee. The Institute shall be indemnified in this regard and shall not be a part of any legal proceedings thereto.
23. All the items prescribed as per the tender agreement should be made available at all times. Permission for any alteration, addition or deletion should be obtained from the CEMMC along with the prices of respective items.
24. The licensee should provide the products at a competitive rate to the consumers. **In any circumstances, the Price shall not be more than the MRP or Market Price.**

Liability of GST and Other Taxes

25. The licensee shall be absolutely liable for payment of GST 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 licensee 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 licensee 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 licensee shall not tamper with the trees, plants, shrubs hedges, lawns and flowers standing or maintained on or around the said Shop or in other places of the campus.
29. The licensee 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.

Quality, hygiene & cleanliness

30. The licensee shall maintain the quality of items to be sold in the shop. There shall be no compromise in regard to the quality of items to be sold in the shop premises.
31. The licensee shall maintain full hygienic conditions in the shop, in storage of packed eatables and in keeping the premises neat and clean, so as to maintain the standards and aesthetic values in the shop. The licensee shall also have to make his own arrangements

Signature of the Bidder

for the safe storage of materials.

32. The premises should be kept well-ventilated and well-lit. No display/encroachment is allowed outside the premises.
33. Garbage and waste disposal should be done as per the institute norms. Pest/rodent control should be done regularly every six months.
34. Old/stale and expired items (i.e. beyond expiry date) should not be kept in the shop.
35. **Usage of plastic bags is strictly PROHIBITED** and the same shall not be used under any circumstances, whatsoever. Instead, the use of Paper bags/plates/cups/etc., (as applicable) is encouraged. Cloth bags may be made available for users (at nominal charges).
36. The licensee shall keep the premises in a clean sanitary and tenable condition and shall pay for the cost of making good any damage there to or to adjacent premises, caused by negligence or misuse of premises by the licensee or before taking over possession whichever is earlier and shall indemnify the licensor against any loss/damage/additions/alterations to the premises.
37. The licensee shall provide dust free, mosquito/fly free environment. The conditions, which increase the infection, shall not be allowed. The licensor reserves the right to issue directions from time to time for proper sanitation and cleanliness of the premises which shall be followed by the licensee.
38. No obnoxious trade like Bidi, Cigarette, Pan Masala etc., shall be carried on at the premises. The licensee shall ensure strict 'NO SMOKING' inside the premises.

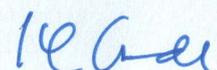
Directives of CEMMC and Estate Office

39. The licensee shall carry out the work in accordance with this contract and the directives of Office-in-Charge (Estate) and to the satisfaction of the institute through the CEMMC. The CEMMC may, from time to time, issue further instructions, detailed directions and explanations in regard to:
 - a. The variation or modification in the list of items to be sold in the shop including additions/omission or substitution.
 - b. The removal from the site of any item thereon by the licensee and the substitution of any other item thereon.
 - c. The removal from the work of any person employed thereupon in terms of the provision provided hereafter.
 - d. Maintenance of proper hygienic conditions, cleanliness and neatness pertaining to all aesthetic values.

Deployment of Workmen

40. The licensee shall employ only such persons for running the shop who are careful, skilled, experienced in their trades, dutiful, sober, well-behaved and rules compliant.
41. The licensee shall neither employ any child labour nor any worker who is below 18 years of age.
42. The license should employ sufficient manpower to provide the service flawlessly.
43. 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.

Signature of the Bidder

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44. The workers in the shop will wear neat and tidy clothes during the working hours.
45. The Licensee shall be absolutely responsible for strict adherence of discipline and good conduct by its workers.
46. The licensee 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.
47. 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 master and servant relationship with its workmen and the Institute shall have no concern, whatsoever, with all the above-mentioned matters.
48. The licensee 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.
49. 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.
50. Workmen police verification should be done as per Govt. of Goa norms.

Compliance of Statutory Obligations and Other Provisions

51. It is understood that a number of enactments and laws would apply to the licensee, which are supposed to be complied by the licensee in letter and spirit and in particular to laws relating to minimum wages to worker, employees compensation and Goods and Service Tax etc.
52. 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.
53. The licensee shall be liable to ensure compliance of all applicable 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.
54. 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 in this behalf failing which; the same would be recovered/realized from the licensee's security deposit.
55. 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

Signature of the Bidder

14/02/21

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.

56. The licensee would comply with all guidelines/instructions issued by the Officer In-charge (Estate) in consultation with the Chairman, CEMMC besides following other Institute Orders/ instructions of security authorities concerning the security/safety issues and Institute discipline.
57. The Licensee shall ensure that it and its employees' do not adversely affect the peaceful and congenial atmosphere of the Institute's premises.

Performance Security Deposit (to be submitted by the successful bidder after the award of the contract)

58. The licensee shall have to deposit performance security fee of Six times the quoted monthly license fee through Bank Guarantee in favour of **"The Director, NIT Goa Fee Account"** Payable at Canara Bank or any scheduled nationalized bank and which should be valid till Two months after the completion of the contract duration
59. If at any time, due to any reasons as mentioned in the foregoing clauses or otherwise, any shortfall is caused to the security deposit money, the licensee shall be liable to make good such shortfall within fifteen days of the receipt of notice in this behalf, through another Bank Guarantee as aforesaid.
60. 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.
61. If the licensee 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.

Complaint Mechanism

62. The licensee shall maintain a complaint book in the shop wherein the consumers may register their complaints. The complaint book shall be produced every month on the first working day before the Estate Office.
63. The complaints shall be removed or dealt with by the licensee on a priority basis on issues that concern the licensee and a compliance report thereon, shall be submitted to the Estate Office along with the production of the complaint book.
64. The licensee shall be liable to be penalized or fined in cases of defaults and negligence on its part or for complaints in the manner provided hereafter at the discretion of the Institute and/or at the behest of the CEMMC. Such penalty or fines shall be imposed through the Officer In-charge (Estate) according to the nature of the complaints. The first penalty in such case would be to the tune of ₹ 5000/-, ₹ 10000/-, the second time and ₹ 20000/-,

Signature of the Bidder

14 Oct

the third time or such higher penalty as deemed fit by the CEMMC / Institute.

65. However, if the complaints of identical nature still persist, the Institute would be at liberty to terminate the contract forthwith without giving any more notices.

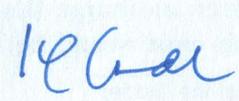
Termination of contract

66. Either party may terminate the contract by giving 30 days' notice to the other party without assigning any reasons, whatsoever. The contract may be terminated in terms of any provisions stipulated elsewhere in the contract.
67. In case, the contract is terminated, or it comes to an end by efflux of time, the licensee shall hand over the vacant possession of the licensed premises within 15 days of the contract coming to an end. Failure to handover the vacant possession of the premises as aforesaid would render the contract to pay the penal damages to the Institute @ 5 times of the existing flat rate license fee of the premises for the 1st month which shall increase in telescopic method from 2nd month onwards i.e. for 2nd month: (damages + 10% of rate of damages; for 3rd month: (damages + 20 % of rate of damages). For 4th month: (damages + 40% of rate of damages) and so on, limiting to the maximum 5 times of rates of damages charged during the first month of unauthorized occupation or such higher rate as may be fixed by the Institute at its absolute discretion from time to time. The penal damages under no circumstances shall be subject to question and it is the specific term of this contract.
68. 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 Licensee 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 Licensee 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.

Assignment & Subletting

69. The Licensee 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 Licensee or his authorized competent representative(s). The Licensee shall be responsible for the acts, defaults and neglects of its workmen, fully being deemed as those of the Licensee itself.
70. If at any time, it is detected that the Shop/Outlet has been sublet or assigned to any other entity by the Licensee, the Institute would be at liberty to terminate the contract forthwith without giving any time to the Licensee 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.
71. In case of subletting is proven, the rates of damages will be calculated as two times of damages (as failure to handover the vacant possession) for 1st month; two times of damages + 10% two times of damages for 2nd month; two time of damages + 20% two time of damages for 3rd month; two times of damages + 40% two times of damages for 4th month and so on, liming to the maximum 5 times of damages charges in such cases.
72. The entire business of the Shop/Outlet shall be carried out in the name and at the behest of the Licensee.

Signature of the Bidder



73. The Licensee or his authorized/competent representative whose intimation would be provided in writing in advance to the Estate Office, shall at all times be available in the shop and the business of the Shop/Outlet shall not be carried out by any other person/entity under any circumstances.
74. In normal course, the Licensee or his authorized competent person should be available in the shop. However if for any reason, the Licensee 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 Licensee has violated an essential condition of the contract and the Licensee may be dealt with in an appropriate manner for this default which may include adequate penalty at the discretion of the Institute.
75. That the Licensor reserve right to inspect the premises in the occupation of the Licensee, at all the reasonable times or through the authorized representative with a prior consent of the Licensee.
76. Breach of any of the terms and conditions shall result in automatically termination of license without any notice to the Licensee.
77. Amendment of Tender Document: At any time prior to the last date of receipt of bids, the Tender Committee reserves the right to update, amend, modify, or supplement the Tender document for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder. All such amendments or modifications shall be notified which shall be binding on all the bidders. Bidders are requested to frequently visit the website for updates. Further, the Institute may at its own discretion extend the last date for the receipt of bids.

Contract Documents and Their Interpretations

78. The original agreement shall remain with the Institute while a photocopy thereof may be had by the licensee, if it so wishes.
79. 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 licensee 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.

80. DISPUTES AND RESOLUTIONS:

- (a) **ARBITRATION:** The Contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for shall arise between NIT Goa and the bidder in connection with or arising out of the Contract, whether during the contract period or completion and whether before or after the termination.

Abandonment or breach of the contract, at first instance whatever disputes will be first settled through Arbitration as per THE ARBITRATION AND CONCILIATION ACT, 1996. The decision made by Arbitrators through Arbitration and Conciliation Act 1996 will be binding on both the parties.

In case of no result or no decision of dispute (between both the parties i.e. Service provider and NIT Goa) through Arbitration and Conciliation Act, 1996 the same may be subject to courts within Jurisdiction of Goa state only. The competent courts at Goa shall have jurisdiction to decide the disputes which

Signature of the Bidder



arose under this contract only if the matter or issue or disputes or by whatever similar name called, if not resolved through Arbitration as per THE ARBITRATION AND CONCILIATION ACT, 1996.

The fees, if any, for the courts including advocate/lawyer fees, if required to be paid before the award is made and published, shall be borne by the License/Contract holder.

(b) **MEDIATION :**

- (1) Normally, it is expected that no dispute will arise in the assignment. If any dispute arises, the same shall be settled amicably.
- (2) In the event of any dispute, difference or controversy arising between the parties in the performance, interpretation, implementation or application of this agreement, the parties will first attempt to resolve their differences mutually but failing mutual settlement dispute, difference or controversy arising, either Party may request that such disputes be settled as per Mediation Act 2023 and the rules made there under, as amended from time to time.
- (3) The Seat of Mediation will be in National Institute of Technology Goa and all Mediation proceedings will be conducted in National Institute of Technology Goa. The expenses towards the mediator will be borne by both parties equally.

(c) **Jurisdiction:** All matters and disputes under this contract shall be subject to the jurisdiction of Goa only.

Signature of the Bidder _____

Full name of the Bidder _____

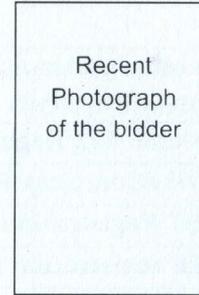
Address _____

Signature of the Bidder



Part-I

APPLICATION FORM



Name of the Applicant-----

(If an individual)/Firm

Father's Name -----

Address of self and Firm -----

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

Email ID -----

Aadhaar No. -----

Details of EMD

- a. Amount : ₹ _____/-
- b. 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 -----

Name -----

Aadhar No. -----

Aadhar No. -----

Address -----

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 Outlet 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.
4. That none of my relatives are employee of NIT Goa

Date: _____

Signature of the bidder Seal:

Signature of the Bidder

Handwritten signature in blue ink

Part-II
DETAILS TO BE FILLED BY THE BIDDER (compliance Report)

Sl. No	Details of Certificate	Certificate Attached? (Yes/No)	Mention Page no From-To
1	Details/particulars of the firm submitting the bid in Annexure-1(Part I & II)		
2	Income Tax Registration Certificate/PAN No.		
3	Firm/Company Registration Certificate		
4	GST Registration Certificate		
5	EPF registration (if applicable)		
6	ESIC Registration (if applicable)		
7	Bank Solvency Certificate		
8	Years of experience		
9	Whether have experience in running shop in Government / reputed organization		
	Name of the Institute/organization	Years of experience	
10	Other Statutory Registrations/Licenses, if any.		
11	DD No.: _____ Issuing Bank Name: _____ Date of issue: _____		
12	In case of person signing the bid on behalf of the Firm/partner, enclose authority letter.		
13	Total number of outlets and their details		
14	Address proof		
15	Aadhar Card of individual applicant/person signing the bid		
16	Complete tender document duly signed in all the pages		
17	Financial Bid in separated envelope		NA

Date: _____

Signature of the Bidder: _____

Name of the Bidder: _____

Signature of the Bidder

18/02/21

Facility / Activity of the General Store

Items to be stocked and sold in the store (in good variety/quality and quantity)

Sl#	Items
1.	Grocery items (branded packed) with complete packing level such as quantity, price, packing date, best before etc.
2.	Bread / Cookies / Biscuits / Snacks (branded packed)
3.	Plastic items like boxes, buckets, trays, etc.
4.	Common household items. Footmats, cleaning brushes, brooms, floor/clothes washing agents, etc.
5.	Glassware and Crockery (microwavable mugs, water-glass, plates, etc.)
6.	Other standard items to be sold in the shops (e.g. tissues of various types and sizes, Hakka noodles, lemon tea, green tea of various types, jaggery, etc.).
7.	Packaged food products (full range of famous brands like Haldiram, MTR, etc., pickles of various brands, soups, noodles, etc.).
8.	Soft drinks (Coca Cola, Limca, Sprite, tetrapacks, juices, etc.).
9.	Any other similar small and useful items may be introduced separately after due permission from the Estate Office.
10	Other range of products with the permission of the institute

[Handwritten signature]

[Handwritten signature]

Signature of the Bidder

FINANCIAL / PRICE BID**PART-I****NATIONAL INSTITUTE OF TECHNOLOGY GOA**

- a) The undersigned, hereby, offer to pay a License Fee at the rate of ₹ _____/- (Rupees _____) for the premises detailed in the bid document per month.
- b) I agree to pay the applicable tax over and above the License fee.
- c) I agree to pay the water charges at a flat rate of Rs. 300/- per month + GST. I also agree to pay the water bill as per the revision from time to time and as per the institute's norms.
- d) I agree to pay the electricity bill as outlined in tender document.
- e) I also agree that the Licensor shall be entitled to an enhancement @ 5% in the total License fee, every year.

PART-II**Discount on the Items to be sold in the store**

Sl	Items	Minimum Discount to be offered on MRP/Market Price (in %)
1.	Grocery items (branded packed) with complete packing level such as quantity, price, packing date, best before etc.	
2.	Bread / Cookies / Biscuits / Snacks (branded packed)	
3.	Plastic items like boxes, buckets, trays, etc.	
4.	Common household items. Footmats, cleaning brushes, brooms, floor/clothes washing agents, etc.	
5.	Glassware and Crockery (microwavable mugs, water glass, plates,	
6.	Other standard items to be sold in the shops (e.g. tissues of various types and sizes, Hakka noodles, lemon tea, green tea of various	
7.	Packaged food products (full range of famous brands like Haldiram, MTR, etc., pickles of various brands, soups, noodles, etc.).	
8.	Soft drinks (Coca Cola, Limca, Sprite, tetrapacks, juices, etc.).	
9.	Any other similar small and useful items may be introduced separately after due permission from the Estate Office.	
10	Other range of products with the permission of the institute	

Date: _____

Signature of the Bidder: _____

Name of the Bidder: _____

Seal:

Signature of the Bidder

10/10/20