



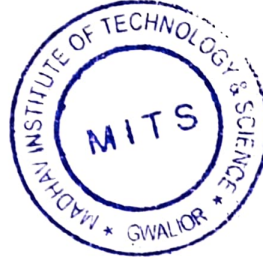
MADHAV INSTITUTE OF TECHNOLOGY & SCIENCE GWALIOR

(A Govt. Aided UGC Autonomous & NAAC Accredited Institute, Affiliated to R.G.P.V. Bhopal)

Near Gola Ka Mandir, Gwalior-474005; www.mitsgwalior.in

TENDER NOTICE

Sealed tenders are invited from the registered Agencies/ Firms for Renting out Shops to setup and operate at MITS Gwalior. The term & condition and tender form can be obtained from the office of the undersigned, on or before **20/09/2022** upto **02:00 P.M.** by depositing the **cost of tender form in cash** or downloaded from website. The cost of tender document for each shop is **Rs 1000/- (non refundable)**. The last date for the submission of completed tender form is **20/09/2022** upto **03:00 P.M.** and tenders will be opened on **20/09/2022** at **04:00PM** in the presence of the bidders. Visit the Institute web site www.mitsgwalior.in for more information.



Director

29.8.22
PA
P.L.

Serial Number: MITS/2022-23/08/.....

Cost of tender form: Rs 1000/-
(Non-refundable)

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**Tender Document
for
Renting out Shops to setup and operate in campus of MITS
Gwalior**

Tender August, 2022

(2022-2023)

EMD is Rs. 10,000/- for each shop separately

The Tender document contains 16 Pages excluding cover page & Tender notice



PSM *ms P. Singh*

MADHAV INSTITUTE OF TECHNOLOGY & SCIENCE GWALIOR

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Near Gola Ka Mandir, Gwalior-474005; www.mitsgwalior.in

Tender No.: MITS/ 2022-23/08/...

Date: 29/08/2022

Notice Inviting Tender (NIT)

MITS Gwalior invites properly sealed (Packing PVC Tape/Sealing Wax) tenders in Two-Bid System (Technical and Financial) from eligible and willing registered firms/ agencies for renting out Shops to setup and operate at campus of MITS Gwalior.

S. No.	Name of Work	Category of Tenders	Area of Shop in m ²	Earnest Money in Rs	Security deposit in Rs	Cost of Tender form in Rs. (Non Refundable)
1.	Renting out Shops to setup and operate in campus of MITS Gwalior	1. General/ Grocery Store Shop	14.3	Rs 10000/-	Rs 20000/-	Rs 1000/-
		2. Stationery & Photocopy shop	14.3	Rs 10000/-	Rs 20000/-	Rs 1000/-
		3. Soda water & Fast food shop	14.3	Rs 10000/-	Rs 20000/-	Rs 1000/-
		4. Fast Food Shop	14.3	Rs 10000/-	Rs 20000/-	Rs 1000/-
		5. Flex and Printing Shop	07.3	Rs 10000/-	Rs 20000/-	Rs 1000/-
		6. Late Night Food Shop	12.5	Rs 10000/-	Rs 20000/-	Rs 1000/-
		7. General Canteen	315.0	Rs 10000/-	Rs 50000/-	Rs 1000/-

The tender document can be obtained from the office of the undersigned, on or before **20.09.2022 up to 02:00 PM** by depositing the cost of tender form in cash/DD in favour of **Director MITS**, payable at Gwalior (Non-refundable) in the Institute working hours. The last date for submission of completed tender is **20.09.2022 up to 03:00PM** and tenders will be opened on **20.09.2022 at 04:00PM** in the presence of the bidders or their representatives. The tender documents can be downloaded from the institute website www.mitsgwalior.in. The tenders directly downloaded from the website must be attached with a draft/pay order in favour of the **Director, MITS Gwalior** payable at Gwalior for the tender document cost.

Submission of completed tender: - Tender shall be submitted in two bid system. All documents along with signed tender are to be kept in duly sealed **one envelope marked as Technical bid**. Second envelope duly sealed shall have **only financial bid marked as Financial bid**. Both envelopes shall be super-scribed and be kept into a duly sealed third envelope. Third envelope must be addressed to the Director MITS Gwalior and clearly written as **"Tender for renting out<shop number and name> in campus of MITS Gwalior"**.

Period of Contract: Two years from date of agreement and further extension may be given, based on review of performance which is at the discretion of the Institute.

(Director)

Madhav Institute Technology and Science
Racecourse Road, near Gola ka Mandir Gwalior





MADHAV INSTITUTE OF TECHNOLOGY & SCIENCE GWALIOR

(A Govt. Aided UGC Autonomous & NAAC Accredited Institute, Affiliated to R.G.P.V. Bhopal)

Near Gola Ka Mandir, Gwalior-474005; www.mitsgwalior.in

“Tenders for renting out Shops at campus of MITS Gwalior” **Tender Terms & Condition**

(Section - I)

1. Background of institute:

- (i) MITS Gwalior invites tenders from eligible Bidders for appointment of Licensee for renting of various shops to set up and operate at campus of MITS Gwalior.
- (ii) Madhav Institute of Technology and Science, (MITS) Gwalior is a premier educational institute for B.Tech., B.Arch., M.C.A., M.B.A., M.Tech., & Ph.D. It has at present about 5000 students who are studying in the Institute at normal times. But, during the vacations the strength of the students may reduce substantially or it may be closed. However, Institute does not take any responsibility for the minimum business from such shops. Bidders are advised to visit the Institute before bidding.
- (iii) All interested eligible bidders are requested to submit their bids in **Two Bid System** for operating shops at MITS Gwalior. Technical Specification, General Terms and Conditions and other details including **Annexure I to V**.

2. Instructions for Preparation and Submission of Bids:

A. PREPARATION OF BIDS:

- (i) The Tender document and details of terms and conditions can be purchased by paying the cost of bid document in cash from Account section of Madhav Institute of Technology & Science, Race Course Road, Pin- 474005, Gwalior, Madhya Pradesh, during institute working hours. Alternative it can be downloaded from our website www.mitsgwalior.in and DD of the cost of tender form be enclosed with bid. DD/Banker's Cheque (non-refundable) must be in favour of **“Director, MITS Gwalior”** Payable at Gwalior
- (ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the biddocuments have to be submitted, the number of documents- including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Bids received by FAX/ E-mail would not be considered for evaluation.
- (iv) Bidder shall deposit **EMD (interest free)** of Rs. 10,000/- (Rupees Ten Thousand only) for each shop separately by account payee demand draft/ Banker's cheque/ from any of the commercial bank in an acceptable form drawn in favour of **“Director, MITS, Gwalior”** payable at Gwalior with the Tender document. EMD will not carry any interest from the part of the Institute and will be refunded to the empanelled licensee after expiry of 30 days beyond the contract period.
- (v) The EMD of Rs. 10,000/- (Rupees Ten Thousand only) of the selected bidder will be adjusted in security deposit (interest free).
- (vi) **The specified security deposit as mention in NIT for each shop separately, will not carry any interest from the part of the institute and will be refunded to the empanelled licensee after expiry of 30 days beyond the contract period. Security deposit may be in form of demand draft/ Banker's cheque in favour of “Director, MITS, Gwalior” payable at Gwalior.**
- (vii) The bidder has to sign and seal on each page of the bid documents and annexure- I to V one by one as indicated in the tender document.
- (viii) Bidders are requested to note that they should necessarily submit their financial bids in the format provided (Annexure-VI) and no other format is acceptable.
- (ix) All the documents being submitted by the bidders would be ensure the secrecy of the data.
- (x) 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.

B. SUBMISSION OF BIDS:

Bidder must submit the separate tender document for each shop as prescribe below (i.e. separate envelope/ tender of each bid of each shop)

- (i) The offer must be submitted in Two Bid – Two Envelope only.
- (ii) The envelope -I containing all documents along with signed tender are to be kept in duly sealed **one envelope marked as “Technical bid”** for Rent out the shop at MITS, Gwalior and it should be well sealed.
- (iii) The envelope -II containing financial bid only (as per annexure- VI) shall be superscribed as **“Financial Bid”** for Rent out the shop at MITS, Gwalior and it should be well sealed.
- (iv) These two Envelope (Envelop-I and Envelop-II) must keep in third envelop which should be superscribed as **“Tender for renting out<shop number and name> in campus of MITS Gwalior”** and send to Director MITS, Gwalior, before the last date & time for bid submission.
- (v) Quotation document (s) and all enclosures must contain the signature of the competent authority of the firm and stamp of the firm or company.

Envelop – 1 (Technical Bid)

- Technical Bid (Bidder's details) including annexure- I to V and all relevant documents including signed and sealed tender
- DD of cost of tender form/ copy of receipt of cost of tender form for respective shop.
- Bid security as DD of EMD of shop (separate DD of EMD if bidder apply for more than one shop)
- Copy of Commercial Establishment Certificate
- Copy of Income Tax return copies (2019-20, 2020-21 & 2021-22)
- Copy of PAN Card
- Copy of registration with GST
- Copy of registration with EPF (if applicable)
- Copy of registration with ESI (if applicable)
- Copy of Food license (if applicable)
- Copy of valid licenses under Contract Labour (Regulation & Abolition) Act, 1970 (if applicable)
- Similar Work Order copies executed in National Importance Institutions like, IITs, NITs, IISERs, NISER, Central Universities, reputed academic institution, any super market etc.
- Certificate for quality (if any)
- **All documents (with signed and seal) as per as per Eligibility Criteria mentioned in checklist at annexure-V of this NIT (Excluding Price Bid).**

Envelop – 2 (Financial Bid)

- Financial Bid only (a prescribed format)- Please refer Annexure VI.

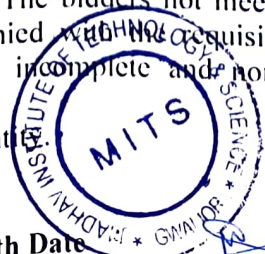
3 PRE BID MEETING:

- (a) A pre bid meeting will be held on 08-09-2022 during 15:30 Hrs through for seeking clarification on the tender conditions if any. Pre-Bid will be conducted at conference hall on 1st Floor near General Office, MITS Gwalior.
- (b) Bidders or their authorized agents need to demonstrate the clarifications.
- (c) Participation in the Pre-bid is voluntary. However all bidders are advised to take the cognizance of corrigendum published, if any, before the submission of their bid.

4 Terms and Conditions:

- (1) **Eligibility Criteria:** All the Bidders must fulfill the following eligibility criteria and submit the documents and the declarations (duly self-attested) in support of their claim along with the Bid. The bidders not meeting the Eligibility Criteria stated below and not accompanied with requisite documents/Bid Security Documents shall be treated as incomplete and nonresponsive bid hence be rejected.

- a) The bidder must be a legal entity



- b) The bidders shall submit details of experience in running a retail operating shop at least for a period of minimum two years before the date of closing date of Tender along with documentary proof.
 - c) The bidder must have an annual turnover of Rs. 2 Lakhs or more for each financial year only from shop during last three financial year (2019-20, 2020-21 & 2021-22). Copy of ITR returns for financial year (2019-20, 2020-21 & 2021-22) to be submitted.
 - d) The bidder must submit an undertaking that the Agency has not been blacklisted by any organization and no case is pending with the police or in court of law against their name on Rs. 100 Stamp Paper Notarized, as per Annexure II.
 - e) Copy of Registration of the Shop/Agency / Firm / Company issued by the Municipality Corporation/ concerned authority of State or Central government.
 - f) The Bidder is required to submit a self-attested copy of PAN and GST certificates.
 - g) DD of EMD of respective shop in favour of Director MITS, payable at Gwalior.
- (2) **Evaluation Criteria:**

a) **Bidders fulfilling the eligibility criteria, will only be considered for the opening of the financial bid.**

b) **Financial Evaluation:** Bidder quoting highest rent will be selected for allotment of license.

c) **In case of refusal then opportunity will be given next bidder on H1 rate.**

d) A Committee constituted by the Institute shall evaluate the bids. The decision of the Committee in the evaluation of the bids shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee. Institute reserves the right to reject any one or all the bids received without assigning any reason.

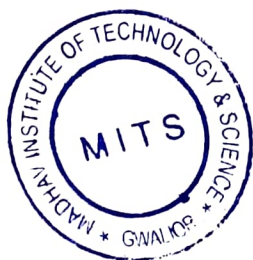
(3) **General Terms and Conditions:**

- a) The Successful bidder (licensee) shall start service within 30 days from the date of lease order/ Lol.
- b) The successful bidder will be allowed to commence the business upon the satisfaction of other formalities like payment of security deposit within 15 days from the date of Lol, execution of agreement (Deed of License-as per Institute format) failing which Security Deposit (SD) paid will be forfeited besides cancelling the license.
- c) The successful bidder will run & maintain time between 09:00 AM to 06:30 PM on all working days or as directed by the Institute except late night food shop. The run time of late-night food shop will be from 12:00 Noon to 10:00 P.M. or as directed by the Institute.
- d) The allocated space to the shopkeeper can be relocated as per the requirement of the Institute.
- e) The successful bidder shall obtain all necessary permission from the concerned authorities of Municipality Corporation/ State Government / Central Government etc. for operating shops at her/his own cost.
- f) **Change of Nature of Business:** The licensee has to do the same business which is mentioned in the tender and for which license is issued. If the licensee is found doing business in the Shop other than the stipulated in the deed of license, the license is liable for termination duly forfeiting the Security Deposit.
- g) The shop or premises will be given "**as is where is condition**" to the successful bidder (licensee). Any modifications, changes, alterations, repairs, if any required shall be undertaken by the licensee at her/ his own cost with the prior permission of the Institute and as per the drawings/plan approved by the Institute.
- h) **Confinement to the Area of Shops:**
 - (i) The licensee has to perform the business by confining to the extent of shops.



allotted as mentioned in the NIT or as recorded in the deed of license. There should not be any encroachment of platforms, area of other shop by licensee, under any circumstances.

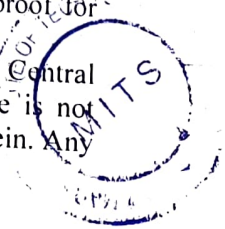
- (ii) If the licensee encroaches the platforms, area meant for passenger's movement or area of other shop/ open space, the licensee is liable for payment of penalty. If the licensee is habituated for encroachment, liable for termination by serving a notice.
- (iii) The Institute is not responsible for any theft within the Shop. It will be the liability of the Licensee to make necessary security arrangement within the Shop.
- (iv) Any suggestions or complaints are made by the public; it is the responsibility of the licensee to bring it to the notice of the Institute (licensor). The "Suggestions & Complaints" recorded in the suggestions & complaints book be scrupulously followed and failure to follow will lead to levy of penalty or termination of agreement or forfeiture of security deposit at the discretion of the Institute.
- (v) On the expiry of the period of the license or on its termination, as the case may be, the licensee shall deliver vacant possession of the premises intact, to the licensor at 17: 00 Hrs on the last day of contract.
- i) In the event of the Licensee fails to deliver vacant possession of the shop/premises to the licensor, the licensor shall have right to take possession of the premises by putting his own lock and key to the said premises and shall entitle the Licensor to forfeit the Security deposit. The articles, if any, left by the licensee, will be kept in public auction within a month of taking over the premises by the licensor.
- j) Licensee shall ensure that fire detection and suppression measures installed inside the premises are kept in good working condition at all times, and also ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires.
- k) **MAINTAIN HYGIENE IN THE SHOP:**
 - (i) The Successful bidder should maintain high standard Cleaning and Housekeeping of shop area at their own cost and sole responsible for the same.
 - (ii) Waste management should be in a proper way. The premises and surroundings of the shop shall be kept clean and tidy condition by keeping dustbins at appropriate places and are subject to inspection by the officials of the licensor and the Municipal Authorities.
 - (iii) Highest levels of hygiene must be maintained in the workers' toilet (if any), with provisions for soap, towelsetc.
 - (iv) Workers should be provided the necessary training for maintain the highest possible standard of hygiene, as is expected.
 - (v) The Institute would reserve the right to check on cleanliness and upkeep of premises and quality of provisions, and quality of the food.
- l) **Manpower deployment:**
 - (i) The licensee shall register himself as a Contractor under the Contract Labour (Regulation and Abolition) Act 1970.
 - (ii) No child labour shall be employed for work as per law.
 - (iii) The licensee has to pay compensation, in case of any accident to the personnel employed by them during the business time. The licensee is alone for liable workmen's compensation and any other statutory dues and the Institute is not liable for payment of any such amount.
 - (iv) The vendor must provide the name of the workers who will be working and visiting the shops inside MITS, Gwalior Campus along with their police verification within a month's time after agreement.
 - (v) No worker except security would be allowed to stay in the shop at night



except working hours or as per instruction of licensor.

m) **Statutory Obligations:**

- a. The licensee shall abide by and comply with the provisions of all the Acts, Rules and notifications issued by Central/ State Govt. as applicable from time to time in respect of the contracted work and all staff employed by him at his own cost and risk, including the following:
 - (i) Contract Labour (Regulation and Abolition) Act 1970
 - (ii) Contract Labour (Regulation & Abolition) Central Rules 1971
 - (iii) Contract Labour (Regulation and Abolition) (Madhya Pradesh) Rules, 1973 and latest amendment
 - (iv) The Madhya Pradesh Labour Laws (Amendment) Ordinance, 2020
 - (v) Payment of Wages Act 1936, Payment of Wages (Amendment) Act 2005
 - (vi) Minimum Wages Act 1948
 - (vii) Minimum Wages (Central) Rules 1950
 - (viii) The Madhya Pradesh Payment of Wages Rules, 1962
 - (ix) The Madhya Pradesh code on Wages Rules, 2020
 - (x) Employees' Compensation Act 1923
 - (xi) M.P. Workmen's Compensation Rules, 1962
 - (xii) The E.P.F. and Miscellaneous Provisions Act 1952
 - (xiii) Employees State Insurance Act 1948
 - (xiv) The Child Labour (Prohibition and Regulation) Act 1986
 - (xv) The Child Labour (Prohibition and Regulation) Amendment Act, 2016 or latest amendment
- b. Liability arising due to failure to adhere to statutory or other legal provisions attributable to the licensee shall be borne by the licensee himself.
 - i. The licensee shall maintain up to date records required for compliance with the provisions of all the Acts and Rules made by Central/State Govt. as applicable from time to time in respect of the contracted work. The authorized representative of MITS, Gwalior has right to inspect these records at any time.
 - ii. If a bidding firm/ licensee is found violating any statutory provisions concerning labour laws or has given incorrect/ false/ misleading information, affidavit or documents at any stage of tender or contract, necessary action as deemed fit, that may include debarring of the firm, shall be initiated.
- c. **Indemnity Clause:** The licensee shall indemnify MITS Gwalior against any litigation arising from violation of statutory laws and rules during operation of the contract.
- d. Institute will not be responsible for non compliance of all above statutory provisions cited above (a) to (c) clauses.
- n) **Minimum Wages and Social Security Provisions:** The minimum wages payable and other statutory obligations related to social security on the part of the contractor/ licensee will be as under (as per applicable):
 - (i) **Minimum Daily Wages:** Minimum wages are to be paid as prescribed/ notified by Labour Commissioner (Madhya Pradesh) from time to time, whichever is higher.
 - (ii) **Variable DA:** As revised/ applicable from time to time or any other basis specified by the concerned office.
 - (iii) **Social Security:** The EPF and ESI shall be payable to the workmen as per rates prescribed by the concerned authority from time to time. The contractor can deduct workmen's contribution from the wages payable to the workmen. The employer's contribution is to be paid by the contractor himself. Contractor will keep proof for contribution against EPF & ESI. Above document maybe called by institute.
 - (iv) **Taxes:** The licensee shall pay all the taxes which are levied by the Central Government and the State Government from time to time. The Institute is not liable for the penalties against non- payment of these taxes or default therein. Any



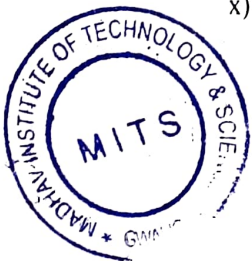
default, non-payment of taxes to statutory authorities will cause termination of license and vacation of premises.

- p) All notices, consents, sanctions directions and approval referred to in this agreement or otherwise shall be given by the licensor to the licensee in writing.
- q) In the event of any damages caused to the shop premises or property of the Licensor by the Licensee or his representatives, agents or servants during the subsistence of licensee period, the Licensor shall have right to recover the said sum from the Security Deposit of the licensee or said sum deposited by licensee.
- r) No accommodation shall be provided to shopkeeper or their employee in the campus. Likewise, no person related to shop, will be allowed to stay in the campus after closing of shop.
- s) Food facility shall not be provided by the licensor to shopkeeper or their employee in the campus.
- t) During the agreement period, the licensor is at liberty to alter/ modify/ add/ delete in the condition(s) of the agreement in the interest of the Institute.

u) **Prohibitions:**

- (i) No shopkeeper should sell any prohibited items by the Institute or by the Government or any enforcing agencies such as cigarettes, gutka, pan masala, intoxicants, liquor, prohibited drugs etc. The license agreement can be terminated at any point of time without assigning any reasons for gross violation of contractual obligations.
- (ii) **Use of single use plastic items, polythene and colours in food items are strictly prohibited.** The licensee shall submit an undertaking for not using the polythene covers which are banned by the State/ Central Governments or any other agency.
- (iii) No child labour shall be employed for work as per law.
- (iv) The licensee shall not exhibit or permit any advertisement in the shop, except the same and style of his/her business, and the cut-outs/ poster/ hording should not be obscene. In case of misbehaviour, assault on person / employees Institute, any act or comment tarnishing the image of Institute by the licensee or his representative/ workers lead to impose penalty or termination of contract duly forfeiting the Security Deposit amount.
- (v) **Subletting/ Sublease:** The licensee during the license period, permanently or temporarily, shall not share/ franchise or sublet to anybody else and shall not be allowed to take any person to share the premises or in partnership without the prior written permission to the licensor, nor shall she/he be entitled to allow any person to occupy the licensed premises or to use any part thereof without the permission in writing from the licensor.
- v) The operation of the shop's timings shall be from 09:00 AM to 06:30 PM on working days of week and Institutes reserves the right to change the timings of operations.
- w) If at any time, after the allotment of space (during the operations), it is found that the vendor/Licensee has encroached onto the extra area, the vendor/Licensee is liable to be penalized by levying a penalty (at the rate of 1.5 times the monthly rent computed on daily basis for the duration of encroachment) along with the removal of encroachment. The concerned Commercial Establishment/ Licensee shall abide by the decision of Estate Office/ Institute.
- x) **RIGHT TO ACCEPT AND TO REJECT ANY OR ALL BIDS**

- (i) The Institute is not bound to accept the highest bid or any bid and at any time may terminate the tendering process.
- (ii) The Institute may terminate the contract if it is found that the successful bidder is black-listed on previous occasions by the any of the Govt. Organisation, Institutes/ Local Bodies/ Municipalities/ Public Sector Undertakings, etc.



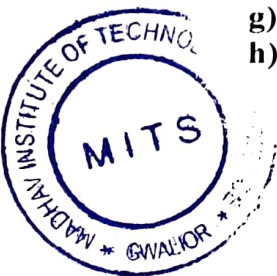
- (iii) The Institute may also terminate the contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the work-order.
- y) Institute reserves the right to amend the NIT document by issuing corrigendum/ addendum/ clarification at Institute website (www.mitsgwalior.in) before the closing date of bid submission.
- z) Conditional bids will be summarily rejected.
- aa) Validity of Bids 180 days from the opening of bids.
- bb) All disputes that may arise shall be referred to the Director, MITS Gwalior whose decision shall be final.
- cc) **JURISDICTION:** The courts at Gwalior (Madhya Pradesh) shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

(4) Specific Terms and Conditions:

- a) 1. The successful bidder must have to sell all ranges of the items including the following categories of items in the respective shop:
 - (i) All range of Items as per shop allotment will be made available.
 - (ii) Frozen Food Items (Veg)
 - (iii) Dairy & Bakery Products, fresh vegetables.
 - (iv) Packed food & beverages items
- 2. (i) The proposed shopkeeper must have specialization in selling of necessities & convenience goods for daily use of households/ Stationary/ Soda & beverages items (as per allotted shop) as mentioned above in broad generic categories. Institute has right to modify the list of items as well as rates time to time.
- (ii) The proposed shopkeeper/ agency should help the Institute in promoting Indian Culture by giving display and sell herbal & traditional Indian products besides millets, sugar free Jaggary and other organic products should make available.
- (iii) The products/goods for selling in shop are properly packed and placed on separate racks in order to facilitate purchasing by the customer.
- (iv) The buyer is perfectly free as to what she/he should buy.
- (v) At least one payment counters shall be set to ensure smooth computerized GST invoicing & receipt of payments (online & offline) to lest long queue of customers.
- b) **Product Pricing:** The items permitted to sell in the shops, shall not higher than the rates prevailing in the local market or shall not exceed MRP (Maximum Retail Price) but to provide substantial discount on MRP as per practice by top retail brand as the case may be and shall run the business in accordance with laws. Committee of the Institute may verify the price of the selling items time to time. In case of any discrimination, selling products at higher prices then appropriate penalty may be imposed and administrative action can be taken.
- c) Old/ stale/ expired items (i.e. beyond expiry date) should not be kept in the shop.
- d) Reputed brands with international &/multi-city presence will be preferred.
- e) The Committee will have right to see the quality, market price, and reasonability of the items.
- f) Weights and measures of approved Government Agency only to be used. Electronic Weighing should be done only on Government ISI approved brand machines with adequate back up machines. Weighing by traditional instruments is strictly not allowed.
- g) The Licensee must follow the complete COVID-19 safety protocols.

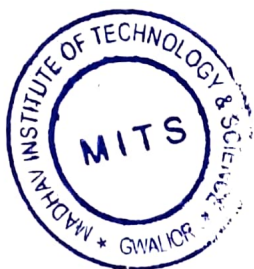
h) Guidelines:

- (i) All items of daily use should be available all the time at a reasonable price, best quality and right quantity, of reputed brands & computerized invoice mentioning GSTIN have to be provided to every customer for each



transaction. Exchange or return may be allowed as per standard practice.

- (ii) Institute will not be responsible for the credit extended to residents/ students under any circumstances.
- (iii) Schemes allowed by companies to be passed on to the consumers.
- (iv) No promotional events or stalls for introducing new products outside the shop within the shop without prior permission from the Institute.
- (v) Institute will not be party nor will help the Licensee where a govt. agency or its official is visiting the premises in connection with the discharge of his duties. Any dispute arising out the same shall be the responsibility of the Licensee and the Govt. Agency.
- i) Provision of Payment by customers through BHIP UPI, Google Pay, Paytm, POS etc. must be available at shop.
- j) **Performance Security (PS) (Non-Interest Bearing):** The successful bidder shall be required to furnish a Performance Security (PS) within 15 days of receipt of "Letter of Intent (LoI)" for an amount of the specified security deposit as mention in NIT for each shop separately in the form of DD in favour of "The Director, MITS Gwalior". The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the Licensee accordingly.
- k) **Signing of Contract:** The successful bidder shall enter into an agreement for running the shop for which he/she emerges successful bidder within 30 days from the date of issue of allotment letter but after submission of Performance Security.
- l) **Term/Period of Contract:** The contract shall be awarded initially for Two Years subject to review of half-yearly satisfactory performance. It can be extended further, subject to satisfactory performance.
- m) **License Period/ Minimum Period of Doing Business/ Payment of Rent/ License fee:**
 - (i) The successful bidder/ allottee shall enter into deed of license on non-judicial stamp paper worth Rs.100/- (as per government norms) for 03 (three) years or as the case may be and will commence the business within 30 days from the date of issue of allotment letter (LoI). If the allotted fails to enter into deed of license and commence the business within fifteen (15) days from the date of payment of security deposit, then Performance Security will be forfeited.
 - (ii) The licensee shall have to run the business for a minimum period of two (2) years in respect of Shops from the date of entering agreement. If the Licensee desires to vacate the premises for whatsoever reasons before completion of license period of (2) years, then performance security deposit will be forfeited;
 - (iii) **Payment of Rent/ License Fee:** The licensee shall have to pay monthly rent/ license fee with GST on or before 7th of every month. In case of belated payment of monthly License Fee, Electricity and water charges penalty of 10% of rent for that month will be imposed.
 - (iv) Electric and water charges to be paid as per sub-meter reading at the rates decide by the Institute, time to time.
 - (v) The Successful bidder will pay license fee per month as per the quote for one year and for the subsequent years at rate of 10% annual increment.
 - (vi) Non-payment of rent for consecutive three month then license/ agreement is liable to be cancelled.
 - (vii) The Licensee shall abide by the conditions of license deed executed between the Licensee and the Licensor during the period of license; and
 - (viii) **Non Exclusive Clauses:** The allotment of Shops shall be on "NON



EXCLUSIVE BASIS" i.e. the Institute shall have right to grant license to more than One licensee to do same Business in the same Premises.

n) Penalty Provision

In the opinion of the licensor (Institute), if the licensee (successful bidder/allotee) fails to execute the license for the terms mutually agreed and enter in the agreement/ contract between the licensor and the licensee to satisfaction of the licensor, the Institute (licensor) has the right to take the following actions;

- (i) Imposition of fine for breach of contract by authorized officer of the Institute.
- (ii) Forfeiture of Performance Security Deposit either partly or fully.
- (iii) Termination of license by giving one month's notice.
- (iv) Termination of contract with the above due notice and also simultaneous forfeiture of security deposit. and
- (v) In the event of any statutory authorities imposes any punishment or fines etc., and if the Institute is made a party in such penal action the Institute have the authority to keep security deposit etc., with it until it is proved to the satisfaction of the Institute that such penal actions are ceased. Such penal actions may be a reason for termination of Contract.
- (vi) On expiry of the contract, Performance Security deposit will be returned only on the handing over the premise in same condition (subject to normal wear & tear), paint & restoring it in original colour.
- (vii) Non maintenance of hygiene and cleaning will attract imposing of penalty up to Rs. 1000/- (Rupees One Thousand only) on each occasion.
- (viii) Any violation of the contract terms and conditions will attract imposing of penalty up to Rs. 1000/- (Rupees One Thousand only) on each occasion.

o) Termination of Contract:

- (i) The licensor is at liberty to terminate the license with one month's notice, without assigning any reasons;
- (ii) The licensee defaults in payment of license fee for three months consecutively or three times in calendar year, the license can be terminated and the Performance Security deposit will be forfeited;
- (iii) The licensee shall have to run the business for a minimum period of two (2) years in respect of Shops from the date of entering agreement. If the Licensee desires to vacate the premises for whatsoever reasons before completion of license period of 2 years, then performance security deposit will be forfeited.
- (iv) The licensee fails to start the business in the shop for a period of Thirty (30) days (for which the license is granted LoI) for what so ever reasons, unless it extension granted by the Institute, the LoI will be cancelled including forfeiture of the performance security.
- (v) The licensor shall have the right to terminate the license (contract) if in his opinion the quality of goods/ services sold is not up to the standard/ satisfaction including forfeiting the Performance Security deposit.

p) Dispute Redressal & Applicable Laws: All disputes that may arise shall be referred to the Director, MITS Gwalior whose decision shall be final.

q) JURISDICTION: The courts at Gwalior MP shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

r) All the above terms, conditions and guidelines will form part of deed of agreement. The licensee shall have to be bound by above mentioned terms & conditions in addition to any other conditions prescribed by the Institute.



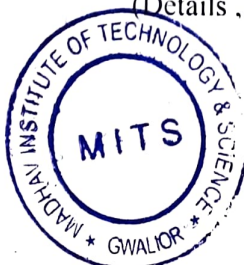
P. Singh
29.8.2022
(Registrar)

Technical Bid**Bidder Profile for Renting Out Shops to Set Up an Operate the Concern Shop at MITS,
Gwalior****Tender No:****Opening Date & Time:**

1. Name of Registered Firm/ Agency:
2. Name of Owner/ Proprietor,
Partners/ Directors of the applicant
with addresses and phone numbers:
3. Contact Details:
 - a. Registered Address of Firm/ Agency:
 - b. Phone/ Mobile No.:
 - c. Email ID:
4. Contact Person / Representative of firm:
(Name & Designation)
5. Registration Number and Date of Registration of Firm/ Agency
 - a. Registration Number (Shop Act.):
 - b. Date of Registration:
6. PAN Number:
7. GST Registration Number:
8. Food License Number (if applicable):
9. Labour License (if applicable):
10. EPF Registration Number (if applicable):
11. ESI Registration Number (if applicable):
12. Whether Quality Certification obtained: Yes/ No
(If Yes, copy to be enclosed)
13. Litigations, if any, connected with shop operation Work: Yes/ No
(if yes, details to be furnished)
14. Bank Account Details:
 - a. Account Number:
 - b. Name of Bank & Branch Address:
 - c. IFSC Code:
15. Financial Turnover Rupees (in Lakhs)
 - a. FY 2019-20 :
 - b. FY 2020-21 :
 - c. FY 2021-22 :
16. Years of relevant experience of executed orders (Name, addresses and contact details)
17. List of similar work executed/ in hand during the last 2 years for institutional/
commercial complexes.

S. No	Location of the work & Name of Organization	Area of the Shop in Sq. Meter	Commencement of business	Name, addresses and contact details of the client
1.				
2.				
3.				

18. Any other information, tenderer wishes to provided in support of their credentials
(Details , if any, to be furnished)

**(Signature of Bidder)****Seal & Sign of Firm/Agency/ Company with Date**

**DECLARATION REGARDING BLACKLISTING/DEBARRING FOR TAKING PART
IN TENDER**

(To be executed & attested by Public Notary/ Executive Magistrate on Rs 100/- non-judicial
Stamp paper by the bidder)

I / We _____ Hereby
declare that the firm/ company namely M/s. _____ has never
been blacklisted or debarred in the past by Union/ State Government, PSU/ Autonomous
organization from taking part in Government tenders in India.

Or

I / We _____ Hereby
declare that the Firm/ company namely M/s. _____ was
blacklisted or debarred by Union/ State Government or any Organization from taking part in
Government tenders for a period of _____ years w.e.f. _____ to _____.
The period is over on _____ and now the firm/ company is entitled to take part in
Government tenders. And at present no case is pending against us in any Court of Law.

In case the above information found false I/we are fully aware that the tender/ contract will be
rejected/cancelled by Director MITS Gwalior. Performance Security, Security deposit shall be
forfeited and debarment for two years.

DEPONENT (Bidder)

Name : _____

Address: _____



Bid-Securing Declaration Form**Tender No.:****Date of Bid Submission:****To,****The Director
MITS Gwalior**

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of Two year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- (a) have withdrawn/ modified/ amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signature (person whose name and capacity are shown)

In the capacity of _____ (legal
capacity of person signing the Bid Securing Declaration).

Name: _____ (person
signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of _____ (complete
name of Bidder)

Dated on _____ day of _____ (date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)



(To be given on Company Letter Head)

Date:...../...../.....

To,
The Director,
MITS Gwalior

Subject: Acceptance of Terms & Conditions of Tender.

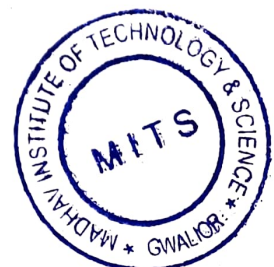
Reference Tender No: _____ Name of Tender: _____

Dear Sir,

1. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. 01 to 16 (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions/ clauses contained therein.
2. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) in its totality/ entirety.
3. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/ Public sector undertaking/ Autonomous Institute.
4. I / We certify that all information furnished by the my/ our Firm is true & correct and in the event that the information is found to be incorrect/ untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



[Handwritten signature]

Check list for Technical Bid

S. No.	Documents to be submitted	Yes/ No	If Yes, Page No.:
1.	Proof of annual turnover of Rs. 2 Lakhs or more for each financial year during last three financial year (2019-20, 2020-21 & 2021-22) in books of accounts certified by Chartered Accountant which have undertaken the audit for the same period. Copy of ITR returns for financial year (2019-20, 2020-21 & 2021-22) to be submitted.		
2.	Proof of experiences Certificate details of experience in running a retail operating shop and at least for a period of minimum two years		
3.	Similar Work Order copies executed in National Importance Institutions like, IITs, NITs, IISERs, NISER, Central Universities, super market etc.		
4.	Undertaking certificate duly notarized that the firm has not been Blacklisted/ debarred by any Institute or any organization and no pending cases. (As per Annexure-II)		
5.	Self-attested Copy of PAN and GST certificate		
6.	Copy of valid licenses under Contract Labour (Regulation & Abolition) Act, 1970 (if applicable as per government norms)		
7.	Copy of Food license (if applicable as per government norms)		
8.	Copy of registration with EPF & ESI (if applicable as per government norms)		
9.	Copy of Commercial Establishment Certificate		
10.	Copy of Registration Certificate of the firm/agency issued by the Municipality Corporation/ concerned authority of the State and Commercial Establishment Act.		
11.	Proof of ownership and control of the firm		
12.	Bidders information (Technical Bid) as per Annexure-I		
13.	Bid Securing Declaration form Annexure- III		
14.	Acceptance of Terms & Conditions of Tender Annexure –IV		
15.	Certificate for quality (If any)		

Note: Photocopies of all necessary documents duly self-attested must be attached for verification of the information provided. Non submission of any of the above documents may lead to rejection of the bid.

(Signature of the bidder)

Name and Address



MADHAV INSTITUTE OF TECHNOLOGY & SCIENCE GWALIOR

(A Govt. Aided UGC Autonomous & NAAC Accredited Institute, Affiliated to R.G.P.V. Bhopal)

Near Gola Ka Mandir, Gwalior-474005; www.mitsgwalior.in

ANNEXURE – VI

Financial Bid Format

(Section - II)

for

Renting Out Shops to Set Up and Operate a Concern Shop at MITS, Gwalior

Name of the Bidder/ Bidding Firm/ Company:

S. No.	Category of Tenders	Quantity	License Fees/ Rent per Month in Figures in Rupees	GST in percent (%)	Total Amount with taxes in Rs
1.	<Shop number and name>	01			

Note: Bidder are required to give offer for each shop separately.

Our quotation for License Fees/ Rent per month without taxes is: Rs. _____

(In words) _____

The above quotation excludes all applicable taxes.

* Successful Bidder/ licensee is liable to pay all applicable taxes as per government norms.

(Signature of Tenderer with seal)

Name:

Full Address:

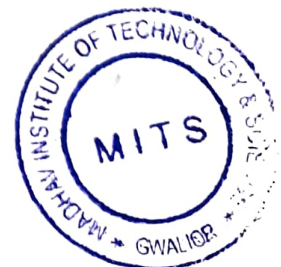
.....

Mobile phone No):.....

E-mail:

Place:.....

Date:.....



Seal & Sign of Firm/Agency/ Company with Date

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