

NOTICE INVITING TENDERS FOR ALLOTMENT OF SHOPS/BOOTHs

Sealed tenders are hereby invited by the undersigned on behalf of the Director, NIT Hamirpur for the allotment of 26 Nos. various shops and booths as per detailed attached as **Annexure-I** in NIT Campus, Hamirpur (HP) from eligible Vendors/Firms with sound financial background, so as to reach in this office on or before 20th April,2023 Upto 5.30 PM.

List of Shops with plinth area and fixed rent

Sr. No.	SHOP Number	Description & Location of Shop	Plinth Area Of Shops	Rent of Shops Per month	Security Amount (Refundable)
1	Shop No.-1	Fruit ,Vegetable & Fresh Juice (Near Gate No.1)	19.89 Sqm	Rs.5100/- PM+GST	Rs.30,600.00
2	Shop No.-2	General Karyana Store (Near Gate No.1)	19.89 Sqm	Rs.5100/- PM+GST	Rs.30,600.00
3	Shop No.-3	Provisional Store (Near Gate No.1)	16.03 Sqm	Rs.4110/-PM +GST	Rs.24,600.00
4.	Shop No.-4	Coffee, Snacks, Juice & Ice-Cream Parlor (Near Gate No.1)	19.89 Sqm	Rs.5100/- PM+GST	Rs.30,600.00
5.	Shop No.-5	Stationery, printing and Electronic items near D/Residence.	31.89 Sqm.	Rs.8177/- PM+GST	Rs.49,000.00
6.	Shop No.-6	Provisional Store (Near SBI)	9.47 Sqm	Rs.2428/- PM+GST	Rs.14,500.00
7.	Shop No.-7	Books, Stationary, Printing & Electronic Items (Near SBI)	27.5 Sqm	Rs.7051/-PM +GST	Rs.42,300.00
8.	Shop No.-8	Hair Dresser (Near SBI)	6.56 Sqm	Rs.1682/-PM +GST	Rs.10,000.00
9.	Shop No.-9	Books, Stationary, Printing & Electronic Items (Near SBI)	31.53 Sqm	Rs.8084/-PM +GST	Rs.48,500 00
10.	Shop No.-10	Laundry Shop (Near SBI)	14.76 Sqm	Rs.3784/-PM +GST	Rs.22,700.00
11.	Shop No.-11	Laundry Shop (Himadri Boys Hostel)	24.81 Sqm	Rs.6361/-PM +GST	Rs.38,200.00
12.	Shop No.-12	Books, Stationary, Printing & Electronic Items (Near Gate No-2)	21.68 Sqm	Rs.5559/-PM +GST	Rs.33,300.00
13.	Shop No.-13	General Karyana Store (Near Gate No-2)	22.11 Sqm	Rs.5669/- PM+GST	Rs.34,000. 00
14.	Shop No.-14	Provisional Store (Near Gate No-2)	34.90 Sqm	Rs.8948/-PM +GST	Rs.53,600.00
15.	Shop No.-15	Hair Dresser (Near Gate No-2)	22.11 Sqm	Rs.5669/- PM+GST	Rs.34,000.00
16.	Shop No.-16	Fruit ,Vegetable & Fresh Juice (Near Gate No-2)	21.68 Sqm.	Rs.5559/-PM + GST	Rs.33,300.00
17.	Canteen No.1	Basement and 1 st floor Near SBI ATM-2	238.22 Sqm.	Rs.39000/-PM +GST	Rs.2,34000.00
18.	Shop No.17	Provisional General Store and sports items in SAC	29.06 Sqm	Rs.7450/-PM +GST	Rs.45,000.00
19.	Shop No.18	Fresh juice and Beverage in	32.55 Sqm.	Rs.8340/-	Rs.50,0000.00

PTD

		SAC		PM+GST	
20.	Shop No.19	Hair Dresser/ Saloon in SAC	32.55 Sqm	Rs.8340/- PM+GST	Rs.50,0000.00
21.	Canteen No.2	Near Gate No.2 Upper Floor of Shopping Complex	167.86 Sqm.	Rs.38540/- PM+GST	Rs.2,31,000.00
Branded Booths including seating area of land					
Sr.No.	Booth No.	Location of Booths located	Area Allotted	Surface Rent	Security
1.	Booth No.01	Branded Booth near Admn.Block (currently running Verka)	121.45 Sqm.	Rs.4265/-PM +GST	Rs.25,600.00
2.	Booth No.02	Branded Booth Near Student Park (currently running Nescafe)	114.07 Sqm.	Rs.4007/- PM+GST	Rs.24,000.00
3.	Booth No.03	Branded Booth Near DBH (currently running Nescafe)	89.30 Sqm.	Rs.3140/- PM+GST	Rs.18,800.00
4.	Booth No.03	Branded Booth near Library (currently running Amul)	117.67 Sqm.	Rs.4135/- PM+GST	Rs.24,800.00
5.	Booth No.04	Branded Booth behind EED (currently running HPMC)	92.99 Sqm.	Rs.3270/- PM+GST	Rs.19,600.00

Criteria for allotment of shops:-

The competition among the bidders will be drawn on the basis of quality of commodity and maximum percentage of rebate provided on the MRP.

TERMS AND CONDITIONS:-

1. The period of License granted for a shop shall be of 2 years and extendable upto 01 year depending upon the satisfactory performance of the Licensees.
2. All applications for a license shall be accompanied by a security amount (Refundable) in the shape of FDR (valid for 2 years) drawn in favour of Registrar, NIT Hamirpur (HP) of the shops/branded booths as mentioned above which will be refunded after clearance of all payable dues and handing over the shop in good condition.
3. The Contractor/Licensee shall have to enter into an agreement with Registrar, NIT Hamirpur (HP) before starting licensed business.
4. The contractor/licensee shall get the electrical connection at his /her own name and the electricity charges will be paid by him/her.
5. The water charges will have to be paid by the licensee at a flat rate fixed by the Institute with the cash Section of Accounts Branch NITH.
6. The licensee shall be responsible to maintain all reasonable standard of cleanliness and hygiene in the shop & the surrounding areas and disposal of garbage, failing which a fine of Rs. 1000/- can be imposed on the licensee at first instance subsequent the second time default will lead to a penalty of Rs. 5000/-. Further, default may lead to cancellation of shop.
7. It shall be obligatory on the part of the licensee to prepare/serve hot and cold beverages and food stuff of good quality. There shall also be a surprise check on the quality and rate of the goods being sold by the Licensee.
8. In case NIT Hamirpur/ Licensee wish to cancel or revoke this agreement before the expiry of the term, one month notice in advance shall have to be served upon in advance by either of the party. In case of any dispute, the jurisdiction of Hamirpur court shall apply.
8. The Institute reserves the right to accept or reject any application without assigning any reason.

9. The firm/agency convicted or debarred for misconduct by the NIT Authority will not be entertained.

10. (a) The shop shall not be allotted to a person:

- (i) Who has been convicted by a court of law?
- (ii) Who has already a shop in his name or his family member's name, allotted in the institute?
- (iii) Who has been black listed by the institute against whom any action was taken or is pending in the institute?
- (iv) Who is a student or employee of the Institute?
- (v) Who is an undercharged insolvent?
- (vi) Who may jeopardize any interest of the institute ?

(b) Only one shop will be allotted to a person/or his/her family member, even if the bidder is successful in bidding multiple shops.

(c) In case of tie in bidding, License Committee shall follow the following criteria in finalizing the successful bidder.

- (i) The bidders who are in tie shall submit fresh bid within 3 days.
 - (ii) If still undecided, the license committee shall decide on the collective wisdom the successful bidder.
- (d)** If the successful bidder fails to occupy the allotted shop within stipulated period, his/her security amount shall be forfeited without any notice.


11. The licensee will give an undertaking to the Institute to the effect that he/she, himself/herself shall run the Shop and shall not sublet to some other person, failing which the allotment shall be liable for cancellation and the decision of the License Committee shall be final.
12. Licensee shall not be allowed to sell /keep expiry products. In the event of any complaint received from the students, official/officers of NITH or otherwise regarding the quality of the goods sold by the Licensee, the Licensee shall be entirely responsible for the same and liable for cancellation.
13. As per the direction of Hon'ble Supreme Court of India, no children below the age of 14 (fourteen) years should be employed by the Licensee.
14. In the event of any complaint received regarding quality or rate of the goods sold by the Licensee, the Licensee shall be issued an Advisory note OR Warning and may be imposed a fine depending upon the seriousness of the issue/complaint.
15. The Licensee shall observe the timings for opening and closing of shop 7.00 AM to 10.00 PM daily or as decided by the competent authority from time to time.
16. The Licensee will have to provide cashless payment facility at the shop in compliance to the directions of the MHRD.
17. The licensee will have to get himself/herself registered under the food safety and standard Act, 2006 from the department of Health & Family welfare Hamirpur (HP).
18. The licensee will have to provide the electronic bill of the items containing MRP/ Market Rates and discount.
19. **PAYMENT OF LICENSE FEE:** The successful bidder shall pay the license fee every month in advance on or before 10th of every month after allotment. The subsequent installments of license fee is also to be deposited in advance, as per the schedule to be mentioned vide separate letter issued by the Institute. If the licensee fails to deposit the license fee in advance, the penalty clause is as under:-

Sr. No.	Description (Duration of penalty)	Penalty
1.	within 1 st fifteen days from due date	5% of license fee
2.	16 th day to 30 th days from the due date	10% of license fee,
3.	31 st day to 60 th day from the due date	20% of license fee,
4.	Above 60 th day from the due date	Contract will be terminated.

20. The shop premises allotted shall be utilized for running the specified business/trade only and shall not be used for any other purpose/business without the written consent of Institute. The license granted shall not be sub-licensed either fully or in part to any third parties.
21. The rate of discount offer on MRP/- of each items should be displayed size (5 ft x 3 ft) in front of the shop premises.
22. The licensee shall equip the shop for running the business to the satisfaction of the Institute authority and shall display the articles in presentable manner.
23. Shop shall run effectively and shall not be closed without intimating the Institute. During summer vacation, shops may be closed with prior permission from Institute. Shops shall not be kept open beyond the specified timings. If the shop remains closed more than 7 days without prior permission from Estate officer.
24. The period of licensee will be for two years and Institute may at its discretion consider renewal after 2 years subject to satisfactory performance and fulfilling of all terms and conditions.
25. The public premises (Eviction of unauthorized occupants) Act, 1971 will be applicable to all allotment of shops.
26. The shop is solely meant for use by the staff, residents, students, visitors, and workers under contractors of the Institute. However, all the workers of the shop shall invariably carry their ID cards & overcoat (provided by their employer), shall be produced to the security personnel and other Institute authorities, whenever asked for.
27. Use of plastic bags inside the NIT-H campus is banned. Woven Cloths carry bags can be provided as an alternative.
28. **The allottee of branded booths will construct their own infrastructures at the specified locations.**
29. Arbitration clause: - As far the possible, dispute shall be settled mutually. In the event of any unsettled disputes or difference relating to the interpretation and any other disputes arising after the issue of Allotment Order and during the execution of the shop, it has to be referred to the Estate Office in written documents. If the dispute has not resolved within 30 days, then the dispute has to be raised to Dean (P&D) in written documents. Even then, if it is not resolved within 15 days by Dean (P&D) then it may be raise to Director in written document. If the dispute has not resolved by Director within 30 days of their arising by the Institute, they shall be referred to a sole arbitrator to be appointed by the Director, NIT Hamirpur. The governing law in this regard will be the arbitration and Conciliation Act, 1996 of India. The venue of the Arbitration will be NIT Hamirpur. Further, disputes if any, that may arise at any point of time, shall be subject to Hamirpur jurisdiction only.


Estate Officer
NIT Hamirpur (HP)

The application Form-A along with terms and conditions can be download from the Institute website www.nith.ac.in. The tender/bid should be kept in sealed envelope superscripted as tender application for (Name of Shop/Booth & number) applied for and application fee at the rate of **Rs.500/-**(Rupees Five Hundred only) in the shape of Bank Draft in favour of Registrar, NIT Hamirpur should be kept in separate envelope superscripted as fee. **The bids will be opened on the next day in the office of the Dean (P&D).** In the interest of the tenderers, it is advised to be present at the time of opening of tenders. The incomplete tenders and tenders received after the due date will not be considered. The institute reserves the right to accept or reject the applications without assigning any reason.


Estate Officer
NIT Hamirpur (HP)



{OFFICE OF ESTATE HOUSES & SHOPS}

FORM-A

To

The Estate Officer,
NIT Hamirpur (HP).

Sir,

Latest

Photograph

of the

applicant

I/We hereby apply for the grant of License for being appointed as a shop holder in NIT Campus, Hamirpur. Requisite particulars are given hereunder:-

1. Full Name of the applicant : _____
(Block Letter)
2. Father/Husband's Name : _____
(Block Letter)
3. Complete residential address : _____
of the applicant in Block Letter
(With Contact No.)

4. Correspondence address : _____
(Block Letter)

5. Name of the firm : _____
6. Name of the shop & Number : _____
Applied for

7. Nature of present business of the Firm/Applicant:

8. Whether the applicant or the firm or any of its partners are running any licensed business in the essential commodities in NIT, Hamirpur, if so, give complete name and address of the shop along with commodities being dealt therein:

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9. Whether the applicant or the firm or any of its partners have ever been convicted of any offence under Essential Commodities Act 1955, if so give full details:

10. Whether the applicant or the firm have ever been declared as insolvent by any competent court or as defaulter by any bank and whether he is financially capable of running the business for which applied for without the aid and assistance of any third party. Brief description of liabilities and assets including Bank/Accounts/Deposits etc. be mentioned

11. Detail of past experience in the similar business

(i) I, the aforesaid applicant do hereby declare that I have applied for License in my individual capacity or am authorized representative of the firm.

(ii) I hereby further declare that the particulars against item No. 1 to 11 above are true to the best of my knowledge and belief and nothing has been concealed therein and that in the event of misstatement of facts proved subsequently, I undertake to abide by the orders/directions passed by the competent authority under the order aforesaid.

(iii) I hereby undertake not to deal in tobacco and tobacco products and no other intoxicants in the premises of the shop applied for.

Date

Place.....

Signature of the applicant
(With Contact No.)