



Ref. No. 38(1)/2020-INST

Date: 26.04.2023

E-Tender Notice

The Institute of Nano Science and Technology, Mohali invites online bids through e-Tender on two bid system (Technical & Financial Bid) for allotment of vacant Shop from the eligible firms/individual/proprietor which would be valid for a period of 120 days from the date of opening.

Details of vacant shop / premises (Location: INST, Mohali Campus)		
Sr.No.	Shop No. and Size (in sq.ft.)	Purpose
1	Shop No. 005 and Size: 126 Sq. Ft.	Juice and Bakery Shop

Critical Dates	
Date of Published the Tender Document	27.04.2022 at 12.00 P.M.
Bid Document download/ sale start date	27.04.2023 at 01.00 P.M.
Bid Submission Start Date	27.04.2023 at 02:00 P.M.
Last Date of Submission of Bids	18.05.2023 up to 02.00 P.M
Bid Opening Date	19.05.2023 at 03.00 P.M

Tender Fee	Rs. 590/- (Rupees Five Hundred Ninety only)
EMD	Rs. 25000/- (Rupees Twenty Five Thousand Only)

Further details and complete reference for proposal (RFP) can be accessed from the NIC portal/Website <http://eprocure.gov.in> and eprocure/ app or www.inst.ac.in. Further any query relating to the process of online bid submission or queries relating to CPP portal in general may be directed to the 24x7 CPP portal helpdesk on Toll free no. 18002337315

Sd/-
Chief Finance and Admin. Officer



Tender Notice

Institute of Nano Science and Technology (INST), Mohali is an autonomous institute under the Department of Science and Technology (DST), Govt. INST is interested in inviting e-tender for allotment of vacant shops in the INST Mohali campus on payment of monthly license fee. The interested firms/agencies may personally visit the INST campus to have the first hand information about the shops/premises and submit their online bids alongwith terms and conditions, if any. The contract will initially be valid for a period of 1 year which will be extendable on year-to-year basis upto 5 years subject to satisfactory report and subsequent approval of the Competent Authority of the INST.

1. The Tender shall be accepted under Two Bid System. The interested firms may have to submit the Technical Bids and Financial Bids online in the prescribed proforma through e-procurement portal <http://eprocure.gov.in/eprocure/app> only. Tender submitted by any other mode will not be considered and the same will be rejected summarily. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the Tender documents on the portal. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances whatsoever.
2. All tender documents attached with this invitation to tender including the specifications are sacrosanct for considering any offer as complete offer. It is therefore important that Tender Acceptance Letter which is a written undertaking that all the terms and condition of the tender are understood and accepted should be signed and submitted through e-procurement site <https://eprocure.gov.in/eprocure/app>.
3. The Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees Twenty Five thousand only) shall be deposited in favour of Director, INST through online mode as per bank details given in tender document. Earnest Money will be refunded to unsuccessful tenderers/bidders after award of the contract. After award of contract to the successful contractor/s, the EMD of Rs. 25,000/- (Rupees Twenty Five Thousand only) will be converted into performance security, which shall remain valid upto the date of completion of all contractual obligations.
4. The interested parties can inspect the premises between 10:00 A.M. to 04:00 P.M. on any working day (Monday to Friday) from 01.05.2023 to 12.05.2023. They may contact Security Officer at 0172-2297010, during office hours on any working day for ascertaining the job requirements and any other additional information/clarification, if required.
5. All entries in the tender form should be legible and filled clearly. If the space provided for furnishing information is insufficient; a separate sheet duly signed by the authorized signatory may be scanned and uploaded. No correction either in the Technical Bid or Financial Bid will be permitted.
6. Conditional bids shall not be considered and will be rejected summarily.
7. The Technical Bid shall be opened online on the scheduled date and time at 19.05.2023 at 3.00 P.M.
8. The Financial Bid of only those bidders who qualify in the technical bid will be opened after evaluation by the Committee constituted for the purpose.
9. No bidding firm will be allowed to withdraw its bids after technical bids have been opened. If any firm intends to withdraw after opening of technical bids, their EMD will be forfeited.
10. The Director, INST reserves the right to reject any or all the tenders submitted by the bidders at any time or relax/withdraw/ add any of the terms and conditions contained in the Tender Documents without assigning any reason thereof.
11. The tender documents can be downloaded from the website <http://eprocure.gov.in/eprocure/app> and also from www.inst.ac.in



12. Any subsequent Updates, Addendums, Corrigendum etc., if any, will be published only on the website <http://eprocure.gov.in/eprocure/app> and **www.inst.ac.in** . All bidders are required to regularly check the websites for any updates.

13. Tender fee/EMD is to be obtained from the bidders except those who are registered with the National Small Industries Corporation (NSIC)/MSME or the concerned Ministry or Department. The tenderer should submit Tender Fee/EMD amount as per tender ref. no. through NEFT/RTGS in INST Account. Account Details are as follows:

Name of Beneficiary	: Institute of Nano Science and Technology (INST)
Account No.	: 2452201001102
Name of Bank	: Canara Bank, Sector 34, Chandigarh
IFS Code	: CNRB0002452
MICR Code	:160015003
Swift Code	: CNRBINBBFFC

CFAO

Annexure-I

Terms and Conditions for Allotment of shop / premises at INST Campus

A. Terms

- (a) 'Allotment/ License' means: The document/ letter containing terms and conditions for running of the said shops/premises at INST Campus and carrying out the said activity.
- (b) 'Licensor' means: Director INST or his nominee.
- (c) 'Allottee/ Licensee" means: The person/firm/company to whom the allotment is being made/ license is being granted for running the said business activity in the said shop at INST.
- (d) 'License Fee' means: Monthly sum of money payable by the Allottee/ Licensee to the Licensor in accordance with the conditions of the Allotment/ License for running the said shops for carrying out the above mentioned business activity during the period of Allotment/ License.
- (e) 'Shop/ Premises' means: The place/ room / building which may be earmarked and handed over to the Allottee/ Licensee for carrying out the above mentioned business activity.

B. Conditions

1. Details of shop / premises

Sr. No.	Title of the Shop	Size (in sq. Ft.)	Services to be provided.	Minimum Rent/License fee of the Shop / premises	Remarks
1.	Juice and Bakery Shop	126Sq. Ft.	Edible items such as Cake/Biscuit/puffs/namkeen etc.	Rs. 4000/- per month plus GST	Price ceiling for common items: (Subject to change from time to time with consent of INST) (i) Juice 200ml : Rs. 60/- (ii) Cake: Rs. 700/- per Kg (iii) Other items not exceeding MRP/prevaling market rates.

2. The License fee and increase thereof/ Payment terms

- (a) The monthly license fee shall be charged from the Allottee/ Licensee. This excludes electricity and water charges, taxes and others levies, if any.
- (b) The License Fee shall be increased by 10% on completion of each year.
- (c) The Allottee/ Licensee shall pay (in advance) monthly License Fee plus GST as applicable through online mode (RTGS / NEFT) in favour of Director INST and convey to Accounts department of INST on or before 7th day of every month for the following month, failing which a penalty @ Rs.100/- per day shall be imposed. The penalty may be deposited in the institute account and a copy of the receipt is to be submitted along with the intimation of payment of license fee.

3. Period of Allotment/ License

The contract will initially be valid for a period of 1 year which will be extendable on year-to-year basis upto 5 years subject to satisfactory report and subsequent approval of the Competent Authority of the INST. It is further stated that on payment of all dues including license fee, the allotment can be further extended for another term of 5 years on mutually agreed terms & conditions subject to satisfactory service, conduct and behavior on the part of the allottee. However, in such a case, one month before the expiry of the previous term, the Allottee/ Licensee will have to make a formal request for extension of the allotment/ license beyond the previous term along with an undertaking to the effect that he is ready to work during the extended term, failing which the allotment/ license shall stand terminated as per terms and conditions of the allotment/ license and eviction proceedings against the allottee for eviction of shop under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 shall be initiated. It is further stated that it may not be binding on the part of Director INST to extend the period of allotment/ license.

4. Pledged security

The Earnest Money Deposit (EMD) of Rs.25,000/- (Rupees Twenty Five thousand only) shall be deposited in favour of Director, INST through online mode as per bank details given in tender document. Earnest Money will be refunded to unsuccessful tenders/bidders after award of the contract. After award of contract to the successful contractor/s. The EMD of Rs. 25,000/- (Rupees Twenty Five Thousand only) will be converted into **performance security**. Performance Security should remain valid upto the date of completion of all contractual obligations.

In the event of breach or non-observance of any of the terms and conditions of this allotment/ license, the Director, INST may forfeit the pledged security in full.

5. Possession

The Allottee/ Licensee shall take the possession of the shop within 15 days from the date of issue of allotment/ grant of license after submission of security and other documents but the license fee shall be charged from the date of possession. Failure to occupy and make the shop fully functional within the stipulated time of 15 days, as above, it may result in forfeiture of security and cancellation of the allotment/ license.

6. Payment of Taxes / GST

The Allottee/ Licensee shall be liable to pay all such fees or taxes as may be levied by the Local Administration / Govt. of India or any other authority in respect of the premises, as per law of land from time to time. The Allottee/ Licensee would be required to deposit GST, as per prevailing rates along with the monthly agreed license fee.

7. Payment of electricity and water charges

The bill / charges towards usage of electricity and water supply for the allotted shop / premises, shall be paid by the Allottee/ Licensee to the INST within 7 days of issuance of Bill, failing which penalty as applicable by the department shall be charged.

8. Alteration/ amalgamation/ encroachment/ defacement of building

The Allottee/ Licensee shall not make any addition or alteration/ defacement of any sort, in any part of the said premises, without the prior permission (in writing) by the Director, INST. The Allottee/ Licensee is not entitled to sub-divide the shop or to amalgamate it with any other shop. The Allottee/ Licensee shall not directly or indirectly sublet the shop to any other person/ firm in any manner. The area in front of the said building shall not be encroached upon and used or allowed to be encroached upon or used for any purpose other than a public passage.

The Allottee/ Licensee will not keep any display counter/ equipment/ chairs/ tables etc., in the 'Veranda' or open space in front of or around the shop resulting which necessary action will be taken/ penalty may be imposed against the Allottee/ Licensee.

9. Display of rates and working hours

The Allottee/ Licensee shall, at his own cost, display rates of available items. He shall not charge in excess of the so displayed rates. The prices shall not be exceed details mentioned at condition B of this tender.

The days and hours during which the said business activity shall be carried out by the Allottee/ Licensee would be fixed by the Licensor from time to time and the Allottee/ Licensee shall be obliged to adhere to the same.

10. Hygiene/ Sanitation in and around the shop

The Allottee/ Licensee shall keep the premises in a clean and hygienic condition and shall pay for the cost of any damage thereto or to adjacent premises, caused by negligence or misuse of the premises. In case any area around the shop is found to be dirty and unhygienic, a fine of Rs. 500/- (Rupees five hundred only) may be imposed on the allottee/ licensee for every such lapse on his part.

11. Special conditions

- (a) The shops will be allotted on 'as is where basis'. Maintenance of shops will be the sole responsibility of the Allottee/ Licensee. The Allottee/ Licensee will get whitewash/ paint done in the shop at his/ her own cost as and when required.
- (b) The bidder should have at least one establishment of similar trade in the name of individual/proprietor/firm.
- (c) The legally prohibited items including cigarettes and other tobacco products, wine and other narcotics are not allowed to be sold in the shop. The Allottee/ Licensee shall also not permit anybody to consume these items in the shop. The specific cases beyond the control of the Allottee/ Licensee shall be immediately brought to the notice of the licensor or his nominee.
- (d) The Allottee/ Licensee shall not employ any child labor.
- (e) The Allottee/ Licensee will be fully responsible for implementation of Labour Laws/ shops & Establishment Legislation including minimum wages, ESI, EPF & Worker Compensation provisions, etc.
- (f) The Allottee/ Licensee would take at his own cost necessary fire and other type of insurance which may be required during operation of the shop in their own interest and to ensure safety and security of the public, self and the institute property. The Allottee/ Licensee agrees to indemnify the Director INST against any loss or damage to the premises caused by any eventuality.
- (g) The Allottee/ Licensee, if applicable, would be required to take license from the competent authority under the prevention of Food Adulteration Act/ Section 31 of FSS (Licensing and Registration of Food Business) Regulations, 2011, by Food Safety and Standard Authority of India, rules within one

month of taking over the possession and submit a copy of the same in the purchase office and display at appropriate place in the shop failing which the allotment/ license is liable to be cancelled.

- (h) Safety measures in the use of LPG:
- (i) The Allottee/ Licensee should use only commercial LPG cylinders.
- (ii) The Allottee/ Licensee must keep adequate number of fire extinguishers in the shop (in consultation with INST) within 15 days of taking over possession to ensure safety and security of the public, self and institute property.

12. Police Verification

The Allottee/ Licensee will ensure that the police verification of all the persons deployed by him in the allotted premises have been got done.

13. Delivery of vacant possession on expiry/ cancellation/ termination of Allotment/ License

On expiry/ cancellation/ termination of the allotment/ license, the Allottee/ Licensee shall remove temporary structures and fixtures, if any, the licensor will have absolute power to take possession of the scheduled shop and the Allottee/ Licensee will lose its right/ claim on its left out items and deliver the vacant possession of the said building (in its original shape and form) to the Director INST on the last day of expiry/ cancellation/ termination of allotment/ license. In the event of default, the shop will be brought to its original shape and form by the licensor and expenditure incurred thereon would be recovered from the Allottee/ Licensee from the security.

14. Failure to vacate the shop on expiry/ cancellation/ termination of allotment/ license

If the Allottee/ Licensee fails to vacate the shop on the expiry/ cancellation/ termination of allotment/ license, the licensor shall charge monthly license Fee @ 10 times the license fee upto 15 days, 20 times up to next 15 days, 30 times up to the next 30 days and 50 times thereafter. Subsequently, eviction proceedings, under Public Premises (Eviction of Unauthorized Occupants) Act, 1971 will be initiated against the allottee/ licensee for getting the shop vacated. However, during the eviction proceedings, a license fee @ 50 times the normal license fee shall be charged till the shop is legally got vacated.

15. Compensation on account of closure

The Allottee/ Licensee shall not be entitled to any compensation on account of the closures of the shop for any period if the same becomes necessary on account of demolition of the whole or part thereof in connection with its repair and maintenance. However, the Allottee/ Licensee shall not be liable to pay License Fee for the period for which the shop is closed for the above purpose. The shop will be restored to the Allottee/ Licensee immediately after the necessary repairs have been completed.

16. Inspection of the shop

The Licensor or his nominee, may at all reasonable times and in a reasonable manner, after reasonable notice in writing enter into and upon any part of the said building for the purpose of ascertaining that the Allottee/ Licensee is duly observing the conditions of this Allotment/ License.

17. Violation of Discipline/ Conduct

The Allottee/ Licensee is liable to pay a penalty of Rs.5000/- or as decided by the committee constituted by the Licensor in case:



-
- (a) The Allottee/ Licensee or his employees are found selling the substandard material or misbehaving with the customers including faculty, students and staff of INST.
- (b) The service rendered by the Allottee/ Licensee is found to be unsatisfactory or there is breach of any of the terms and conditions of the Allotment/ License or the Allottee/ Licensee is found to have engaged in any obnoxious trade.

Note: The above mentioned penalty can be increased from three to five times in case of repeated irregularities in this regard.

18. Cancellation/ Termination of Allotment/ License

The allotment/ license may be cancelled/ terminated by the Licensor or surrendered by the Allottee/ Licensee as the case may be, in the event of any of the following contingencies:

- (a) On the expiry of the allotment/ license period; Or
- (b) By giving one month's notice in writing in advance in case the service rendered by the Allottee/ Licensee is found to be unsatisfactory or there is breach of any of the terms and conditions of the Allotment/ License or the Allottee/ Licensee is found to have engaged in any obnoxious trade/ activity; Or
- (c) The Allottee/ Licensee is declared insolvent by a Court of Law. However, the Allottee/ Licensee shall in that case be given two months' notice for vacating the shop subject to the condition that during this period, the Allottee/ Licensee shall keep on discharging his duties as before; Or
- (d) A continuous report of misbehavior or otherwise selling of substandard material by the Allottee/ Licensee or his employees will render his allotment/ license liable to cancelled and he may also be blacklisted on this account; Or
- (e) In case the Allottee/ Licensee does not wish to carry on the business for which the allotment has been/ license has been granted or is found to be carrying on a trade/ business activity which is beyond the scope of his allotment/ license. However, three months' notice for this purpose is required to be given by the Licensor or the Allottee/ Licensee as the case may be; Or
- (f) Non-compliance of any of the terms and conditions of the Allotment/ License;

19. Transfer of Liabilities

The liabilities of the Allottee/ Licensee, in the event of his death/ infirmity or for any other reason or circumstances, shall be borne by the following on the same terms and conditions as being borne by the Allottee/ Licensee:

- (a) Legal heirs in case of sole proprietor. In case of dispute, the Licensor may ask for the succession certificate issued by the competent Court of law.
- (b) The next partners in the case of company/ firm.

Provided that the Licensor reserves the right to settle the matter according to the merits of the case.

20. Arbitration

In the event of any dispute or differences arising out of or in any way touching or concerning this Allotment/ License, the matter whatsoever shall be referred to the sole Arbitrator i.e. Director, INST whose decision shall be final and binding on both the parties. The venue of arbitration shall be Mohali.

Subject as aforesaid, the Arbitration and Conciliation Act, 1996 and the rules framed thereunder and any modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

21. Jurisdiction

For the purpose of this Allotment/ License, INST, Mohali only shall have the jurisdiction under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.



22. Blacklisting

The Director shall be the competent authority to black-list the Allottee/ Licensee. Ordinarily the black-listing may be done for a period not exceeding five years for the reasons as mentioned in clause 18 (d) and in all other cases of failure or default in the service being provided or breach of terms and conditions of the allotment/ license. However, before an order to the effect of black-listing is passed an opportunity of being heard in person shall be afforded to the Allottee/ Licensee. Further, the competent authority may also black list an Allottee/ Licensee for a period exceeding five years or in perpetuity if the gravity, magnitude or culpability of conduct requires stern action. An illustrative (not exhaustive) list of such acts is given below:

- (a) Dishonest/ fraudulent practices indulged in by the party concerned.
- (b) Basing his claims in the matter related to allotment/ license or running of his business activity on forged documents.
- (c) Material concealment/ suppression of facts or gross misrepresentation of facts.
- (d) Conviction for an offence involving corruption or any other serious act or conduct, etc.
- (e) Any other case or situation involving National Security.
- (f) Sale or supply of prohibited drugs, spurious or adulterated food stuff or any such item involving public health and safety.

Chief Finance and Admin Officer



Affidavit for non-blacklisting and competency to be submitted alongwith technical bid

I/ We _____ / Partner/ Sole Proprietor of the firm
_____ do solemnly affirm and declare as hereunder:

1. That the individual/ firm/ company is not black listed/ prosecuted nor any criminal case is registered/ pending in India by any Central/ State Governments/ Union Territories/Departments/ Offices/ Statutory Bodies/ Autonomous Organizations/ Research Institutions or by any court of law and any partner or share holder thereof is not directly or indirectly connected with or has any subsisting interest in business of my/ our firm.
2. That at present I/ We do not have any shop allotted to us or being operated by us in INST shopping complex.
3. That I have gone through the tender document for allotment/ licensing of shops in INST. The terms and conditions of allotment/ license with regard to the allotment/ licensing of shops and other instructions as mentioned in the tender document are acceptable to me/ us. I/ We will abide by all the terms and conditions of allotment/ license.

Place:

Dated:

Deponent

Verification

Verified that the contents of the above affidavit are true and correct to the best of my/ our knowledge and belief. No part of it is false and nothing has been concealed therein.

Place:

Dated:

Deponent

Note: The above affidavit is to be furnished on a non-judicial stamp paper of Rs.10/- duly attested by the Executive Magistrate.



Annexure-III

(Letter be submitted along with the Technical Bid)

From

M/S _____

To

The Director,
INST,
Sector 81, Mohali

Subject: Tender for allotment/ licensing for Shop in INST Campus.

Sir,

This is in reference to your advertisement for allotment/ licensing of Shop in INST Campus. We enclose herewith our Technical Bid, duly filled.

It is certified that all documents/ pages of the Technical Bid and all enclosures thereof and of the Price Bid and all enclosures thereof have been signed. The EMD, submit through online mode in favor of Director, INST along with the Technical Bid. The terms and conditions of allotment/ license and other instructions mentioned in the tender document are acceptable to me/ us.

Thanking You.

Yours faithfully,

Signature of the authorized signatory with seal of the firm

Enclosures:

1. Annexure-I
2. Annexure-II
3. Annexure-III



PROFORMA FOR FINANCIAL BID

To,
The Director,
Institute of Nano Science and Technology,
Knowledge City, Sector 81,
SAS Nagar, Mohali-140306, Punjab

Subject: Quotation for allotment of vacant shops in the Campus of INST reg;

Sir,

With reference to your Tender No. 38(1)/2020-INST dated 16.03.2023 on the subject mentioned above, the undersigned have read the terms and conditions of the tender and quote the rates as under :-

Sr. No.	Title of the Shop	Monthly Rent/License fee offered for the shop / premises (in Rs.)
1.	Juice and Bakery Shop Shop No. 005 Size: 126 Sq. Ft.	Bidder rate for the shop to be filled up in BOQ format

Note:

(i) The prices of the products / services offered shall be as per conditions at clause B(1) of the Tender document.

(ii) The bidder whose financial quotations are highest will be allotted the shop. If the rates of two/three bidder are found equal/same, then the shop/premise would be allotted as per the discretion of the Director INST.



1. Eligibility conditions/Check List of Technical Bid Documents

S.No	Particulars	Attached supporting documentary evidence	
		Yes	No
1.	Required Tender Fee (Online Mode RTGS/NEFT) Rs. 590/- (Non refundable)		
2.	Required Earnest Money Deposit (EMD) (Online Mode) for Rs. 25,000/-		
3.	Copy of the PAN either individual or firm.		
4.	Copy of Goods & Service Tax Registration certificate if any/applicable.		
5.	Bidders bank account details.		
6.	Name and Address of the Contract persons to whom all references shall be made by the Director INST		
7.	Signature of the Bidder or his/her authorized signatory on each page of the Tender Document as acceptance of the terms and conditions contained in the Tender Document		
8.	Copy of FSSAI certificate in the name of bidder/proprietor/firm.		
9.	An affidavit on a non-judicial stamp paper of Rs. 10/- as per Annexure -II		
10.	Proof of at least one establishment of similar trade in the name of individual/proprietor/firm.		
11.	Tender Acceptance letter as per Annexure-III		
	Note: Scanned photocopies duly signed by the authorized signatory of all documents from Sr. 1 to 11 above may be uploaded on the eProcurement website together with the technical bid.		