



**NOTICE INVITING TENDER FOR:**

**Leasing of Shop No.6 in the Shopping Complex for Medical & General Store,  
MNIT Jaipur**

**NIT No.-MNIT/NIT/E/2026-27/01**

**TENDER BID DOCUMENT**

# MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR

## Leasing of Shop No.6 in the Shopping Complex for Medical & General Store, MNIT Jaipur

**NIT No.-MNIT/NIT/E/2026-27/01**

### INDEX

Sr. No	Contents	Page
	Cover Page	1-1
	Index	2-2
1.	Notice Inviting Tender	3-3
2.	Instructions for Online Bid Submission	4-5
3.	Information and Instructions to bidder	6-7
4.	Technical and Financial Bid Criterion for Allotment Of Shops/Canteen	8-8
5.	Terms and Conditions	9-16
6.	Integrity Pact	17-22
7.	Annexure-I and Annexure –II and Check list	23-25
8.	Financial Bid / Price Schedule	26 & Separate sheet

This tender document contains pages from 1 to 26

# Malaviya National Institute of Technology Jaipur

## 1. NOTICE INVITING TENDER

The Registrar, Malaviya National Institute of Technology, Jaipur, invites tender Enquiry on Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app> as per the detail below. The complete Tender document can be viewed and downloaded on Central Public Procurement Portal for e-Procurement and from the website [www.mnit.ac.in](http://www.mnit.ac.in),

Vendors are requested to submit their bid for mentioned item as per detailed given and Price Bid as per BOQ on Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app> The Important information related to tender are as follows:

1.	Tender No.	<b>MNIT/NIT/E/2026-27/01</b>
2.	Name of work	<b>Leasing of Shop No.6 in the Shopping Complex for Medical &amp; General Store, MNIT Jaipur</b>
3.	Earnest Money	<b>Rs. 7,500/-</b> <b>EMD in the form of Demand Draft</b> in the name of The Registrar, MNIT payable at Jaipur or NEFT/RTGS in the bank account details as under:- Bank Name: ICICI Bank Ltd., Bank Branch: MNIT Jaipur Account Holder: Registrar MNIT Jaipur, J.L.N. Marg, Jaipur Bank Account No: 676805000011 Bank IFSC Code: ICIC0006768
4.	Period for leasing	2 years +1 year extendable
5.	Date of Issue/Publishing	07.04.2026 (17:00 Hrs)
6.	Document Download/Sale Start Date	07.04.2026 (17:00 Hrs)
7.	Document Download/Sale End Date	29.04.2026 (14:00 Hrs)
8.	Last Date and Time for Uploading of Bids	29.04.2026 (14:00 Hrs)
9.	Date & Time of Opening of Techno-Commercial Bids	30.04.2026 (14:00 Hrs)
10.	Date of Opening of Financial Bids	Will be informed later

Any information furnished by tenderer found incorrect will attract stringent legal action against him upto the extent to debar him from tendering in future and forfeiture of entire EMD and /or Security Deposit.

The bid should be valid for a period of 90 days from the last date of submission of bid.

The complete set of tender documents is available at MNIT's website <http://www.mnit.ac.in> and Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>

## 2 **Instructions to Bidders**

### Instructions for Online Bid Submission

Department of Expenditure has issued the directive to publish the tender document on the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. For more information, bidders may visit the CPP Portal <http://eprocure.gov.in/eprocure/app>. Tender document can also be downloaded from MNIT Jaipur Website ([www.storepurchase@mnit.ac.in](http://www.storepurchase@mnit.ac.in))

### 2.1 **Registration Process**

- a) Bidders to enroll on the e-Procurement module of the portal <http://eprocure.gov.in/eprocure/app> by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
- b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- c) Bidders to register upon enrolment their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. Foreign bidders are advised to refer “DSC details for Foreign Bidders” for Digital Signature requirements on the portal.
- e) Bidder then logs in to the site through the secured login by entering their user ID / password and the password of the DSC / eToken.

### 2.2 **Tender Documents Search**

- a) Various built in options are available in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
- b) There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- c) Once the bidders have selected the tenders they are interested in; they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- d) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### 2.3 **Bid Preparation**

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender

document /Schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.

- e) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process

#### **2.4 Bid Submission**

- a) Bidder to log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder to select the payment option as “on-line” to pay the tender fee/ EMD wherever applicable and enter details of the instrument.
- d) A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the pre- scribed format and no other format is acceptable.
- e) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- f) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- g) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- i) Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

#### **2.5 Assistance to Bidders**

- a) 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) Any queries 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. The contact number for the helpdesk is 1800 2337315.

#### **2.6 General Instructions to the Bidders**

1. The tenders will be received online through portal <https://eprocure.gov.in/eprocure/app/app>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
2. Possession of Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card Token in the company’s name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app/app> under the link ‘Information about DSC’. Bidders are advised to follow the instructions provided in the ‘Instructions to the Bidders for the e- Submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>

# MALVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR

## 3. INFORMATION AND INSTRUCTIONS TO BIDDERS

Tender Enquiry for the **Leasing Of Shop No.6 in the Shopping Complex for Medical & General Store , MNIT Jaipur.**

Proposals are invited through Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app> and MNIT website for the Leasing of Shop No.6 in the Shopping Complex for **Medical & General Store** , Near Uday Chowk, MNIT Jaipur. The details of the shop, EMD, Security Deposit (SD) and monthly Reserve license fee are given below: -

S. No.	Shop No.	Size of Shop	Type of Shop	Reserve license fee (Rs.)	EMD (Rs.)	Security Deposit (Rs.)
01	<b>Shop No.6</b>	11 ft x 16ft = 176 Sq.ft	<b>Medical &amp; General Store</b>	10409/-	7,500/-	10% of contract Value

- 3.1 Each Tenderer shall have to deposit Earnest Money (EMD) of through Demand Draft/Bank Guarantee in favour of **Registrar, MNIT Jaipur** for the bid security. The EMD should remain valid for a period of 90 days beyond the bid validity period from the date of submission of the proposals. Without EMD the bid will not be honoured and liable to be rejected. EMD will be refunded to unsuccessful bidder(s) within one month from finalization of the proposal. The earnest money of the bidder whose proposal is finally accepted shall be kept as a part of security deposit. The Security Deposit shall be deposited by the Licensee within 15 days of allotment of the shop / canteen / premises, which shall be refunded within one month after realization of the Institute dues, if there would be any on termination of the contract or after the expiry of the license period. The security deposited amount will not attract any interest.
- 3.2 The Earnest Money will be forfeited in case the successful tenderer fails to take the possession of the premise as per the procedure with in stipulated period of 15 days after the issuance of the offer.
- 3.3 The vendors who are already running the shops/canteen and participating in the this tender need to deposit their pending dues like rent, water charges, electricity and any other charges by 10 days from the date of publishing of tender. Otherwise, such bidder will not be considered for the award of tender and their bid will be straight away rejected.
- 3.4 The Registrar, MNIT, will deal with all matters relating to the invitation of tenders.
- 3.5 Agreement shall be drawn with the successful bidders on prescribed Format. Tenderers shall quote his rates as per various terms and conditions of the said form which will form part of the agreement. However the provisions included intender documents shall prevail over the corresponding provision contained in standard.
- 3.6 The Registrar, MNIT, Jaipur does not bind himself to accept the highest or any other tender and reserves to himself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional bids is put forth by the bidders shall be summarily rejected.
- 3.7 Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
- 3.8 The shop / canteen shall not be allotted to a person:
  - a. Who has been convicted by a court of law;

*Signature of Tenderer(s)*

- b. Who has been black listed by the Institute against whom any action was taken or is pending in the Institute.
  - c. Who is currently student or employee of the Institute;
  - d. Who is an undercharged insolvent.
  - e. Who is in service of Central or State Government or Government Undertaking, Autonomous Bodies.
  - f. who is a minor.
- 3.9 The bid shall remain open for acceptance for a period of Ninety (90) days from the date of submission of eligibility bid. If any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the Institute, then the Registrar, MNIT shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.
- 3.10 This notice inviting Tender shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:
- The Notice Inviting Tender, all the documents including all the conditions, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
- 3.11 A provision of Integrity Pact (IP) was introduced in GCC-2014. In the OM it is mentioned that at the time of submission of bid, it shall be mandatory to sign the pact by the bidder failing which the bidder will stand disqualified from the tendering process and such bid would be summarily rejected.
- 3.12 The successful tenderer shall be required to submit a Security Deposit within 15 days period of issue of letter of acceptance. This period can be further extended by Registrar upto a maximum period of 7 days (with late fee @0.1% per day of Security deposit amount) on written request of the contractor /vendor.
- 3.13 Interested contractors /vendors may visit the Institute's Campus and acquaint themselves with the area. The cost of the visit shall be borne by the bidder.
- 3.14 The contractor shall not engage any sub-contractor or transfer the contract to other person in any manner
- 3.15 All tenders in whom any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected. Conditional tenders shall not be considered for acceptance.
- 3.16 The electricity, water, Sanitation and other charges will be paid by the license separately as applicable.
- 3.17 The license shall have to obtain requisite permission/license/registration, if required from the Municipal or other authorities concerned before commencing his/her business.
- 3.18 No additional space shall be allowed and licensee keeps their goods inside the shop and there will be no encroachment/additions and alternation in any manner whatsoever.
- 3.19 The successful tenderer shall abide by the provision of all local laws and laws of land any failure to fulfil his agreement shall attract the penal provision of relevant well as panel provision of agreement.
- 3.20 The vendors will have to obtain FSSAI Reg. No. for running Restaurants/Students Canteen/shops/similar Establishments, as applicable. If the vendors are running the same previously, the copy of registration should be enclosed along with technical bid.

*Signature of Tenderer(s)*

## 4. Technical and Financial Bid Criterion for allotment of Shops/Canteen

It is a two bid tender with separate covers viz. **Technical bid (Cover-I) and Financial bid (Cover-II)**.

**4.1 Technical Bid Evaluation Criteria (Cover-I):** Technical bids will be evaluated based on the

- 4.1.1 Copy of the DD/BG/Banker's Cheque as deposited towards EMD. The details of MNIT a/c:-Malaviya National Institute of technology, ICICI bank, Branch-MNIT, account no.676805000011, IFSC Code-ICICI0006768 for payment of EMD. In case EMD not submitted online, the hard copy of DD is required to submit to office of DR(S&P), MNIT Jaipur. No other document is accepted in hard copy.
- 4.1.2 Certificate of registration, Copy of the PAN CARD & GST Registration Certificate.
- 4.1.3 Details of the bidder. (As per Annexure-I)
- 4.1.4 Acceptance of all the terms and conditions of the tender (As per Annexure-II)
- 4.1.5 The bidder should submit a no dues certificate from the establishment where the bidder has run or is running the canteen/shop recently.
- 4.1.6 The bidder must submit the affidavit on Rs. 100/- non-judicial stamp paper that their firm/organisation is Non Blacklisted by any Govt., Semi Govt. Department or any other organization.
- 4.1.7 Experience detail- rent deed / previous contract document/ any other documents to establish the experience in the relevant business.
- 4.1.8 Annual turnover certificate duly certified by Chartered Accountant for last three financial years
- 4.1.9 The bidder must submit the Retail drug license (RDL).

### Note:

- i. The Institute reserves the right to cancel / reject any or all offers without assigning any reason thereof.

**4.2 Financial Bid Evaluation Criteria (Cover-II):** The bidder should submit the financial bid/price bid in the format provided online. Financial bids of all the technically qualified bidders shall only be opened and allotment will be offered to the bidder quoting maximum (Highest-1) monthly rent / License fee. If there will be multiple H-1 bidders, at this situation, the bidder who have higher annual average turnover for last three years in the same business will be awarded the contract. If the Highest-1 price is below the reserved license fee, the bid will be rejected.

The decision of the committee to award the contract will be final. No bidder is allowed to challenge that decision.

In case the highest bidder does not accept the offer of allotment, or vacates the allotted shop / canteen before the period of allotment, the next highest bidder will be made this offer at the same terms and conditions as offered to the highest bidder. If the next highest bidder accepts this offer, the allotment will be made for the remaining period of the allotment. The process may be repeated further, if required.

## 5. TERMS AND CONDITIONS

### 5.1 Maintenance & Penalty Charges

Any violation of any clauses by the licensee shall attract a fine of Rs. 1000/- at first instance and subsequently, the second time default will lead to a penalty of Rs. 2000/-. Further, default may lead to cancellation of shop/canteen license allotment.

### 5.2 Payment of License fee,:

The successful bidder shall pay the license fee every month in advance on or before 10<sup>th</sup> of every month after allotment. The subsequent instalments 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:-

S. No.	Description (Duration of penalty)	penalty
1.	Within 1 <sup>st</sup> fifteen days from the due date	5% of license fee
2.	16 <sup>th</sup> day to 30 <sup>th</sup> days from the due date	10% of license fee
3.	31 <sup>st</sup> day to 60 <sup>th</sup> day from the due date	20% of license fee
4.	Above 60 <sup>th</sup> day from the due date	Contract will be terminated and The security deposit amount in such cases shall be forfeited.

5.2.1 In addition to the Monthly License Fee, water charges Rs. 200/- per month, cleaning and sanitation charges Rs. 200/- per month and electricity charges (**as per actual consumption**) as per the meter reading has to be paid in every month.

5.2.2 The Licensee shall maintain the Institute property in good condition. If there is any damage to building or any other Institute property because of willful or negligent act or poor maintenance by the Licensee, the Institute will repair it at the cost of the vendor/firm and levy a service charge of 100% over the cost. The Licensee shall be responsible for the repair of shop / Canteen required, if any, during the leaseperiod.

5.2.3 The Licensee shall not dump any empty packing, baskets or any material on the roof or in the open space outside the premises not allotted to him and shall be responsible to maintain all reasonable standard of cleanliness and hygiene in the shop / canteen & the surrounding areas and disposal of garbage, in default a fine up to Rs. 500/- per occasion can be imposed on the licensee by the Competent Authority.

5.2.4 No space outside the Shop for any purpose is allowed to be used. Veranda of the Shop will not be utilized for any purpose by the licensee. If any licensee of the Shop is found utilizing the veranda or open space then a fine of Rs. 500/- shall be imposed on each occasion on the spot up to a maximum of three such offences & after that the license shall be cancelled.

5.2.5 In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel. A penalty of Rs.500/- for each such incident shall be levied. Further the concerned contractor's personnel shall be removed from the system/Institute's empaneled/allotment-list.

### 5.3 Lease Period And shop/canteen Opening Time

5.3.1 The lease period will be for a period of 2 years from the date of grant of license unless terminated earlier by the Institute for violation of any of the terms and conditions of the Lease/Agreement. The lease period will be extended 01 additional year based on satisfactory performance. No extension will be given after the completion of 3 years.

5.3.2 The ownership of the shop/canteen and its legal possession will remain with MNIT JAIPUR. The licensee will have the right to use the shop/canteen as the licensee during the license period for the approved business /purpose only.

- 5.3.3** If the shop/canteen remains continuously closed for more than 7 days without proper permission, it will be presumed to have been closed down. As such, the fresh proposals will be invited for the shop/canteen and the loss will be recovered from the first Licensee till that is taken over by the second Licensee.
- 5.3.4** The shop/canteen should remain open during the time as decided and intimated by the Administration from time to time.
- 5.3.5** The lease will be temporary and the successful bidder will have to execute a Lease Agreement and Licensee will abide by all the terms and conditions of the lease.
- 5.3.6** The Licensee shall strictly observe and follow all the orders and instructions issued by the Institute or its officers from time to time. In case of non-compliance of orders and breach of any of the terms and condition of Lease Agreement, the lease/allotment can be cancelled by the Institute without assigning any reason and security amount will stand forfeited.
- 5.3.7** The Institute will not be responsible for the payment of any bill due against any member of the Staff, employee and students etc. A notice to that effect shall be prominently displayed on the shop premises.
- 5.3.8** During the period of lease, if the shop/canteen is required by the Institute, the lease can be cancelled and the Licensee shall have to vacate the shop within the time specified in the order. In case of such an eventuality, no compensation except proportionate lease amount for the unexpired period of lease shall be returned.
- 5.3.9** The Licensee shall not transfer or sublet the shop/canteen or any part of the premises leased out to him/her. In case the Licensee is found to sublet the shop his/her lease will be cancelled immediately.
- 5.3.10** The licensee shall arrange his own furniture in the Shop.
- 5.3.11** The Institute shall be entitled to recover any outstanding dues including penalty/fines, License Fees and other dues from security deposit of the Licensee.
- 5.3.12** The Licensee will not be allowed to open the facilities of the shop/canteen to the outsiders. The shop/canteen is solely meant for use by the Residents, Students, Visitors and Staffs of the Institute.
- 5.3.13** The shop/canteen will be on Non-Exclusive basis and more than one shop of the same kind can be opened by Competent Authority in the same premises or in other premises of the Institute initially or subsequently. The licensee shall not be entitled to raise any objection or claim for any deduction in license period, license fee and security money in case some other shop is constructed in the Institute campus or in case there comes in existence any authorized shop. 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.
- 5.3.14** The shop will be used for the purpose for which it has been licensed by the institute.
- 5.3.15** Articles required/sold shall be of the best available quality, reliable and economical/reasonable priced. The articles/ items sold/ stored for sale in the shop shall be of good quality. If anything sub-standard quality found, Unreasonable priced the Competent Authority or any other officer authorized by him on his behalf may seize the whole stock or part thereof and order the destruction there of.
- 5.3.16** To regulate price and quality, regular monitoring and supervision shall be made any time by an officer/official so authorized by the competent authority and submit the report of the irregularities, if any, to the office for necessary action by the committee, or authorized officer by the competent authority.
- 5.3.17** The license has to be abide all govt. rules and law.
- 5.3.18** The sample of the articles can be collected at any time by the Competent Authority or his representative and if found substandard, appropriate punishment including cancellation of license can be imposed.

- 5.3.19 The Licensee shall keep a Complaint Book which shall be made available on counters to the Customers and authorized Officer(s) of the Institute shall have the right to see all these Complaint Books as and when required.
- 5.3.20 In case of any default, complaint or deterioration of requisite quality of items, the Licensee shall be liable to pay reasonable penalty levied by the Institute and shall deposit penal amount as per direction of the Institute.
- 5.3.21 The sale of Narcotics, tobacco, alcohol and dangerous goods is strictly prohibited in shop. Further, Smoking and consumption of Alcohol/intoxicants in the premises are strictly prohibited.
- 5.3.22 The waste must be disposed of and 100% cleared before closing of each business day and cleared at sufficient intervals during the day. The firm shall maintain neat and cleanliness of the premises at all times.
- 5.3.23 In case of any loss or damage to the Customers occurred due to him/her employees negligence, the Licensee shall be responsible to make good the loss to the customer.
- 5.3.24 No child labour shall be employed by the licensee in any case. Full details of the employed person will be maintained by the licensee and will be provided to competent authority as and when demanded.
- 5.3.25 The Licensee will not appoint any employee without proper identification/verification and shall supply the list of his workers deployed by him who shall be equally responsible to receive any orders/information issued from this office rather they shall be treated as like licensee in this regard and Identity card & details will shared with Institute security Cell.
- 5.3.26 The Licensee shall be fully responsible for good conduct and character of his/her employee(s) and employees shall be properly dressed and ensure that the dress is neat & clean at all times.
- 5.3.27 The firm will be responsible to ensure that the provisions as laid down in the Minimum Wages Act and any other Act or rule as may be in force from time to time are strictly and properly adhered to and the Institute will not be responsible for any such violation on the part of the firm. The Institute shall have no concern, liability or responsibility regarding any dispute between the firm and his employees, as also in respect of payment of wages, allowances or other charges of any nature whatsoever. The personnel employed by the firm shall in no case be treated as employees of the Institute for any purpose whatsoever.
- 5.3.28 On cancellation or time completion of lease, the shop shall be vacated by the allotted immediately from the issue of notice in writing by the Institute or date of completion. The Institute shall take immediate possession of the shop and make alternative arrangements to run the same immediately. If any material or fitting belonging to him/her are not removed by him immediately as directed by the Institute, these will become the property of the Institute.
- 5.3.29 In case of death of the licensee during license period, the license shall stand cancelled & will not be transferred to any member of his/her family.
- 5.3.30 No General Power of Attorney will be acceptable.
- 5.3.31 The Licensee shall be responsible to make all arrangements to ensure with regard to the safe custody. The Institute shall not be responsible for any damage, loss or theft in shop, if any.
- 5.3.32 In case of breach of any terms and conditions, the license shall be terminated without any notice and security amount & other amounts shall be forfeited.
- 5.3.33 After allotment of the shops/canteen/booth it must be operationalized by the vendor with in a period of one month. In case of extension cases on genuine ground the operation period may be considered for maximum 03 month from the date of the allotment with the approval from the competent authority.
- 5.3.34 Hygienic condition shall be maintained and the vendors shall be responsible for disposal of the waste on their own expenditure.
- 5.3.35 The quality of the items can be checked by the representative of MNIT Jaipur any time and material found sub-standard will not be allowed.

- 5.3.36 That the shop shall be subject to inspection at any time without any notice to the contractor by the Registrar or any other authority authorized by him.
- 5.3.37 Time to time the feedback reports will be taken from students/staff/faculty in terms of rates, quality, hygienic cleanliness and availability of items, conduct of allottee and its staff. The overall performance will be accessed by constituted committee.
- 5.3.38 During the course of contract, if any of bidder's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the MNIT Jaipur, the institute shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Security
- 5.3.39 The contractor will employ only persons who are medically fit.
- 5.3.40 That the Constituted Committee of the Institute can check the rate list, quantity, quality of items served by the canteens/shops/booths and cleanliness in kitchen and surroundings the premises etc. at any time.
- 5.3.41 A police verification report in respect of all the personnel of Licensee from the concerned police station of concerned residential areas should be submitted and also list of employees with bio-data of each employee posted to the Institute along with photo and thumb impression should be handed over to the Establishment Section, MNIT Jaipur. Any changes should be informed immediately.
- 5.3.42 The public premises (Eviction of unauthorized occupants) Act. 1971 will be applicable to allotment of shops.
- 5.3.43 As per the directions of the Government of India, the Licensee shall facilitate a swipe payment machine and shall also provide the UPI-based payment system. The Licensee shall further display its VPA (virtual payment address) or Q-Code on the display board to enable the consumers to make payments via UPI App (BHIM or equivalent) apart from cash payment.
- 5.3.44 The campus is a 'NO SMOKING' zone and usage/selling of any kind of tobacco/alcoholic/drug materials are not allowed inside the campus.
- 5.3.45 Licensee will ensure all safety measures including Fire Risk/Fire due to equipment /oven /fridge etc. The electricity load of the canteen occupied should be specified by the vendor clearly at the time of acceptance of the license of the Canteen and the copy of the sanctioned letter of the load/bill should be submitted in the Estate Section as a proof within one month. Fire Extinguishers are mandatory for the premises at the Licensees 'cost.
- 5.3.46 The Licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the Institute Committee.
- 5.3.47 The Institute has a strict policy against any form of sexual harassment (Zero Tolerance for Sexual Harassment & Misbehaviour), and there is no acceptance of such behaviour under any circumstances. Immediate termination of license under this circumstance.
- 5.3.48 The Institute will provide only a shop space / Canteen, Water & Electricity Supply. The Vendor/Service Provider will be responsible for all other required standard quality infrastructural arrangements for running the shop inclusive of the furniture, fixtures, electrical items, crockery, cutlery, glassware, and kitchen utensils, serving ware, linens, all consumables, appliances, and other required arrangement whereas applicable, at their own cost.
- 5.3.49 Civil, structural modification, and Interior Design is permitted subject to the approval of appropriate authorities. Entire expenses for Interior Design should be borne by the Vendor/Service Provider.
- 5.3.50 The Vendor/Service Provider should arrange at its own cost to install AC for summer and adequate heating arrangements for winter, if required.
- 5.3.51 The Licensee shall not raise any legal dispute in the court of law and if there is a dispute the matter will be referred to an Arbitrator who would be the Director, MNIT JAIPUR or will be appointed by him and his decision shall be final and binding.

- 5.3.52 As far as possible, the dispute shall be settled mutually. In the event of any unsettled disputes or differences relating to the interpretation and any other disputes arising after the issue of the Contract/Allotment Order and during the execution of the shop/ Canteen, it has to be referred to the Estate office in a written document. If the dispute has not been resolved within 15 days, then the dispute has to be raised to the Dean (P&D) in a written document. Even then, if it is not resolved next 15 days by the Dean (P&D), then it may be raised to the Registrar/Director in a written document. If the dispute has not been resolved by the Registrar/Director within 30 days of their arising by the Institute, they shall be referred to a sole arbitrator to be appointed by the Director of MNIT Jaipur. The governing law in this regard will be The Arbitration and Conciliation Act, 1996 of India. The venue of the Arbitration will be Jaipur ONLY. Further, disputes, if any, that may arise at any point in time shall be subject to Jaipur jurisdiction only.
- 5.3.53 The decision of Director, MNIT JAIPUR in regard to interpretation of the terms and conditions shall be final and binding and shall not be called in question in any proceedings before any court or forum.
- 5.3.54 The Tenderer shall comply with all existing labour legislations and Acts, Provisions, such as Contract Labour Regulation Act, Workmen's' Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, etc. For any lapse or breach on the part of the Tenderer in respect of non-compliance of any labour legislation in force during the validity of the contract, the Tenderer would be fully responsible and would indemnify the MNIT Jaipur, in case the tenderer is held liable for the lapse if any, in this regard.
- 5.3.55 All disputes arising out during the license period shall be subject to the jurisdiction of Court of JAIPUR only.
- 5.3.56 Additional specific condition may be imposed by the Institute whenever considered necessary and appropriate. The same shall be intimated to the firm in due course.

#### **5.4 Vacation / Termination Notice**

- 5.4.1 The Institute may terminate the license by giving ONE (01) month notice to the Licensee without assigning any reasons, whatsoever. This notice period may not be applicable to the other provisions stipulated elsewhere in the contract.
- 5.4.2 The Licensee will be required to give ONE (01) months' notice in writing of their intention to leave or discontinue their service; in case the licensee quits without the required notice, then his/her security deposit will be forfeited.
- 5.4.3 If the Licensee withdraws from the contract within the initial period of license (i.e. Two Years), two months license fee (excluding the notice period) will be deducted from the security deposit and the vendor will be barred from participating in shops /canteen tenders of the institute for Three (03) years.
- 5.4.4 The Institute shall be at liberty to terminate this agreement and forfeit the security deposit in case the Contractor commits any breach of any term or condition contained in the contract/Agreement besides also on the following grounds: -
- a) Sale or storage of banned substances /alcoholic material/items, narcotics, and psychotropic substances within NIT Campus.
  - b) Sale of substandard goods/overcharging of price more than MRP or rates approved by the Institute. Indulgence in any illegal activity/occupation/illegal groupism or gathering/allowing anti-social elements to use the allotted premises for any other purpose other than the purpose for which premises have been allotted.
  - d) To indulge in blocking of any Institute building/properties or officer/official and demonstration or taking out procession within the Institute premises.
  - e) The licensee should employ no child labor/Minor in any case. The licensee shall not appoint any employee without proper police identification/ verification and shall supply full details of the persons employed by him/her to the Security Office as and when required.

f) The licensee shall strictly observe and follow all the orders and instructions issued by the Institute from time to time. In case of non-compliance of orders and breach of any of the terms and conditions of License Agreement, the License/allotment can be cancelled by the Institute without assigning any reason and security amount will stand forfeited.

g) The allottee shall vacate the shop if new allotment has been made or the original allotment to the allottee is not extended beyond the expiry of the date of MOU/allotment. In case the shop is not vacated by the allottee, then a penalty equal to five times the monthly rent will be charged from that date on pro-rata basis.

## **5.5 Special Condition For Medical & General Store**

5.5.1 On the medical store there should be all medicines that are being prescribed by the MNIT Health Centre/ Dispensary.

5.5.2 Under no circumstances will medicines past their expiry date be sold. Sale of medicine after expiry date will cause a serious action on the Licensee.

5.5.3 In case of any complaints regarding supply of substandard medicines or medicines other than prescribed by the doctor or indulging in any irregularities in the supply of medicines, the Licensee shall be penalized as deemed fit by the competent authority. The Licensee will also be liable to indemnify IIMB for any undue loss caused to the institute.

5.5.4 The tenderer will indicate batch number, name of the manufacturer and expiry date along with the price of the medicine on the invoice and shall obtain the signature of the recipient at the time of issue of medicines on the bill itself.

5.5.5 The pharmacy should maintain sufficient stock of standard quality medicines and FMCG at all times to avoid inconvenience to NIT beneficiaries.

5.5.6 NIT requires that the Licensee observe highest standard of ethics during business transactions.

5.5.7 Adequate storage facility with respect to proper stocking of medicine, provision of adequate cold storage and maintenance of cold chain as prescribed by the manufacturer of such drugs shall be maintained by the Licensee.

5.5.8 The applicant must have a diploma or degree in pharmacy from a recognized university or institute and should have **Retail drug license (RDL)** which is mandatory to ensure that drugs and medicines are not misused. It also ensures that the quality of drugs and cosmetics is maintained.

5.5.9 Dealing with drugs and cosmetics without a license is a cognizable offense. The Outsourced Pharmacy should have all mandatory licenses required to stock and dispense the medicines.

5.5.10 The Pharmacy/firm shall arrange and will be responsible for all clearances / formalities including drugs license from State Drug Controller for opening Pharmacy/firm / pharmacy shop in the allotted space within one month, if required.

5.5.11 The contractor shall make arrangements for systematic distribution of medicines.

5.5.12 Pharmacy/firm should maintain inventory & billing software for keeping records of all medicines at Institute Health Center, MNIT Jaipur. No charges will be payable from the Institute for Inventory & billing software purchase and maintenance.

5.5.13 The pharmacy shall not issue non-availability certificate for supply of medicines.

5.5.14 The appointed Outsourced Pharmacy will, as and when required, attend the meeting fixed by the Institute authorities or by the Institutes Committee.

5.5.15 The Outsourced Pharmacy should have its own approved letter pad, rubber stamp, seal etc.

5.5.16 Only Qualified Pharmacists shall dispense the medicines/drugs at the Pharmacy outlet of the Institute. The contractor has to inform the details of qualifications of persons / employees to be engaged by him in his pharmacy. They should be covered under medical insurance in accordance to Rules of Shops & Establishments Act.

5.5.17 Only Qualified Pharmacists shall dispense the medicines/drugs at the Pharmacy outlet of the Institute.

- 5.5.18 Under no circumstances will medicines past their expiry date be sold. Sale of medicine after expiry date will cause a serious action on the Licensee.
- 5.5.19 In case of any complaints regarding supply of substandard medicines or medicines other than prescribed by the doctor or indulging in any irregularities in the supply of medicines, the Licensee shall be penalized as deemed fit by the competent authority.
- 5.5.20 The tenderer will indicate batch number, name of the manufacturer and expiry date along with the price of the medicine on the invoice.
- 5.5.21 The pharmacy should maintain sufficient stock of standard quality medicines and Fast Moving Consumer Goods (FMCG) at all times to avoid inconvenience to MNIT Jaipur beneficiaries.
- 5.5.22 MNIT Jaipur requires that the Licensee observe highest standard of ethics during business transactions.
- 5.5.23 Adequate storage facility with respect to proper stocking of medicine, provision of adequate cold storage and maintenance of cold chain as prescribed by the manufacturer of such drugs shall be maintained by the Licensee.
- 5.5.24 The licensee may sell provisional items with the medicines in order to give best service to MNIT residents.
- 5.5.25 Expenditure on establishment of shop, broadband Internet connectivity, telephone, Electricity, water etc. shall be borne by the chemist.

Registrar MNIT Jaipur

# INTEGRITY PACT

To,

.....  
.....  
.....

Sub: NIT No -----

Name of work : for the work -----

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-----  
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Dear Sir,

It is here by declared that MNIT is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the bidder/ bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the MNIT.

Yours Faithfully,

**Registrar,  
MNIT, Jaipur**

## INTEGRITY PACT

To,

**Registrar,  
MNIT, Jaipur (Raj)**

Sub: Submission of Tender for the work of \_\_\_\_\_

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Dear Sir,

I/We acknowledge that MNIT is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by MNIT. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, While submitting the tender/bid, MNIT shall have unqualified, absolute and unfettered right to disqualify the bidder/bidder and reject the tender/bid is accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on behalf of MNIT.

## INTEGRITY AGREEMENT

This Integrity Agreement is made at ..... on this .....day of..... 2023

### BETWEEN

Board of Governors represented through **Registrar, MNIT, Jaipur-302017** (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

### AND

.....

(Name and Address of the Individual/firm/Company)

through ..... (Hereinafter referred to as the (Details of duly authorized signatory)

**"Bidder/Contractor"** and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

### Preamble

WHEREAS the Principal/ Owner has floated the Tender (NIT No. ....) (hereinafter referred to as "**Tender/ Bid**") and intends to award, under laid down organizational procedure, contract for (*name of work*) \_\_\_\_\_

hereinafter referred to as the "**Contract**".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

#### **Article 1: Commitment of the Principal/Owner**

(1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles :

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

(2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will

inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

## **Article 2: Commitment of the Bidder(s) / Contractor(s)**

(1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

(2) The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution.

(a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/ PC Act. Further the Bidder(s)/ Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/ Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per Performa enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**

(5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

## **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

(1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

(2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/ determined the Contract or has accrued the right to terminate/ determine the Contract according to Article 3(1), the Principal/ Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Contractor.

(3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

(1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

(3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.

(2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and contractors.

(3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, MNIT.

**Article 7- Other Provisions**

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Registrar office**, which has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

**Article 8- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....  
(For and on behalf of Principal/Owner)

.....  
(For and on behalf of Bidder/Contractor)

WITNESSES:

1. ....  
(Signature, name and address)

2. ....  
(Signature, name and address)

Place:

Dated:

**ON THE LETTER HEAD OF THE FIRM  
TENDER FOR LEASE OF SHOPS / CANTEEN IN MNIT JAIPUR**

<b>Sl. No.</b>	<b>Particulars</b>				
1	Application for Shop / Canteen				
2	Name of the Agency/Firm/Contractor				
3	Full Postal Address				
4	Other Business of the Firm				
5	Office/Residence Phone No. /Mobile No.				
6	Email Id / Office Fax No. If any				
7	Name(s) of the Proprietor/Partners				
8	PAN No. (Mandatory)				
9	GST Reg. No.				
10	Aadhar No. of Proprietor/Partners				
11	Turnover of Business in the Financial Year		<b>2022-23 : Rs.</b>		
			<b>2023-24 : Rs.</b>		
			<b>2024-25 : Rs.</b>		
12	Past experience in similar business or credential (enclose relevant documents)				
	Period Of Contract		Name & address of organization	Type of contract under taken	Value of contract (annual) & other details
	From	To			

**Signature of the Proprietor/ Partner**

*Signature of Tenderer(s)*

(Letter head of tenderer)

Ref No: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERTAKING AND DECLARATION**

To,

The Registrar

Malaviya National Institute of Technology Jaipur

Ref: Invitation for Tender No. \_\_\_\_\_ dated \_\_\_\_\_ I / We, the undersigned, declare that:

1. I / We have examined the tender document and its terms and conditions and have understood the details.
2. I / We are ready to execute in conformity with the tender document the contract in case I am / we are found successful as a tenderer.
3. If my / our bid is accepted, I / we undertake to comply all other formalities as per tender document and work order.
4. I / We also declare that neither our firm/company/proprietorship concerned was blacklisted in past nor any of our office bearer was convicted in any court of law.
5. I / We accept all the terms and conditions of this Tender document and undertake to abide by them. The detailed particulars of the tenderer are mentioned separately.
6. "I/we have understood completely this tender document and the terms and conditions therein mentioned under tender documents. I agree to serve the eatables on the rates as decided from time to time (for canteens/refreshment shops/bakery/kiosk/Etc) and pay the license fee and other related charges on time. I have also understood that I have to maintain the high standard, quality and hygiene of all the eatables."

Date:

Place:

Yours sincerely

(Name and Signature of Tenderer with Stamp of the firm)

## Check List

- Earnest money deposited (EMD) / Certificate related to exemption
- Copy of the GSTIN and PAN Card and /or Registration Certificate
- Details of the bidder. (As per Annexure-I)
- Acceptance of all the terms and conditions of the tender (As per Annexure-II)
- The bidder should submit a no dues certificate from the establishment where the bidder has run or is running the Medical & General Store recently.
- The bidder must submit the declaration on their letter head for Non Blacklisting by any Govt., Semi Govt. Department or any other organization.
- Experience detail- rent deed / previous contract document/ any other documents to establish the experience in the relevant business.
- Annual turnover certificate duly certified by Chartered Accountant for last three financial years
- The bidder must submit the Retail drug license (RDL).
- Financial Bid
- Any other point which is essential.

# Malaviya National Institute of Technology Jaipur

## Sample Price bid (Price bid to be submitted in BOO format)

### Leasing of Shop No.6 in the Shopping Complex for Medical & General Store , MNIT Jaipur

S.No.	Description	Particulars	Shop Size	Qty.
1	Monthly License fee	Shop No.6 Medical & General Store	11 ft x 16ft = 176 Sq.ft	1

Note:

1. Monthly rent / license fees shall be increase @5% (rounded to near Rs. 100) every year.
2. In addition to the Monthly license fee, water charges Rs. 200/- per month, cleaning and sanitation (outer area) charges Rs. 200/- per month and electricity charges (as per actual consumption) as per the meter reading has to be paid in every month.

**Signature of Bidder**

Name:- .....  
Designation:-.....  
Organization Name:-.....  
Contact No.- .....  
Email ID:-.....