



NOTICE INVITING TENDER FOR:

Leasing of Spice Square food Corner-1, MNIT Jaipur

NIT No.-MNIT/NIT/E/2026-27/15

TENDER BID DOCUMENT

MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR

Leasing of Spice Square Food Corner-1, MNIT Jaipur

NIT No.-MNIT/NIT/E/2026-27/15

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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,

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.	MNIT/NIT/E/2026-27/15
2.	Name of work	Leasing of Spice Square food Corner-1
3.	Earnest Money	Rs. 16435/- EMD in the form of Demand Draft 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	01.10.2026 (17:00 Hrs)
6.	Document Download/Sale Start Date	01.10.2026 (17:00 Hrs)
7.	Document Download/Sale End Date	23.10.2026 (14:00 Hrs)
8.	Last Date and Time for Uploading of Bids	23.10.2026 (14:00 Hrs)
9.	Date & Time of Opening of Techno-Commercial Bids	26.10.2026 (14:00 Hrs)
10.	Date of Opening of Financial Bids	Will be informed later

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

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

The complete set of tender documents is available at MNIT's website <http://www.mnit.ac.in> and the 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>). Bidders are required to submit soft copies of their bids electronically via the CPP Portal using valid Digital Signature Certificates. The instructions below are meant to guide bidders in registering on the CPP Portal, preparing their bids in accordance with the requirements, and submitting them 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)

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 documents 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 Spice Square food Corner-1.**

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 Spice Square food Corner-

1. The details of the shop, EMD, Security Deposit (SD) and monthly Reserve license fee are given below: -

S. No.	Food corner put to tender	Name of these four Shops	Size (all four)	Reserve license fee (Rs.)	EMD (Rs.)	Security Deposit (Rs.)
01	Spice Square food Corner-1	The four individual shops (1,2,3 and 4) forming part of a Food Corner-1 shall be allotted collectively	34.24 Sqm*	34,240/-	16435/-	10% of contract Value

** The areas mentioned is minimum area. Any additional area utilized by the vendor will be charged on a proportionate basis. The Security deposit will be revised on the basis of the area.*

- 3.1 Each Tenderer shall have to deposit Earnest Money (EMD) through a Demand Draft/Bank Guarantee in favour of Registrar, MNIT Jaipur, for the bid security. The EMD should remain valid for 90 days beyond the bid validity period from the date of proposal submission. Without EMD, the bid will not be honoured and liable to be rejected. EMD will be refunded to the unsuccessful bidder(s) within one month of the finalisation of the proposal. The earnest money of the bidder whose proposal is finally accepted shall be included in the security deposit. The Security Deposit shall be deposited by the Licensee within 15 days of allotment of the Food corner/premises and shall be refunded within one month after realisation of the Institute dues, if any, on termination of the contract or after the expiry of the license period. The security deposit amount will not attract any interest.
- 3.2 The Earnest Money will be forfeited in case the successful tenderer fails to take possession of the premises as per the procedure within the stipulated period of 15 days after the issuance of the offer.
- 3.3 The vendors who are already running the food corner and participating in this tender need to deposit their pending dues, like rent, water charges, electricity and any other charges, within 10 days from the date of publishing of the tender. Otherwise, such a bidder will not be considered

Signature of Tenderer(s)

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 the prescribed Format. Tenderers shall quote their rates in accordance with the terms and conditions of the said form, which will form part of the agreement. However, the provisions in the tender documents shall prevail over the corresponding provisions in the 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 assigning any reason. All tenders in which any of the prescribed conditions 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 Food Corner shall not be allotted to a person:
 - a. Who has been convicted by a court of law;
 - 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 an employee of the Institute;
 - d. Who is an undercharged insolvent?
 - e. Who is in the service of the 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 the eligibility bid. If any bidder withdraws his bid before the said period or issue of the 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 bidder/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 the Integrity Pact (IP) was introduced in GCC-2014. In the OM, it is stated that at the time of bid submission, it shall be mandatory for the bidder to sign the pact; failing to do so, the bidder will be disqualified from the tendering process, and the bid will be summarily rejected.
- 3.12 The successful tenderer shall be required to submit a Security Deposit within 15-day period of the issue of the letter of acceptance. This period may be extended by the Registrar up to a maximum of 7 days (with a late fee of 0.1% per day of the security deposit amount) upon the 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 any other person in any manner
- 3.15 All tenders in which any of the prescribed conditions are not fulfilled or are 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 licensee separately as applicable.
- 3.17 The licensee shall have to obtain the 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 the licensee keeps their goods inside the shops, and there will be no encroachment/additions or alterations in any manner whatsoever.
- 3.19 The successful tenderer shall abide by the provisions of all local laws and laws of the land. Any failure to fulfil their agreement shall attract the penal provisions of the relevant law as well as the panel provisions of the agreement.
- 3.20 The vendors will have to obtain FSSAI Reg. No. for running Restaurants/Students' Food Corner/similar Establishments, as applicable. If the vendors are running the same previously, the copy of registration should be enclosed along with the technical bid.
- 3.21 **Participation in Both Food Corners and Restriction on Allotment**

The bidder shall be eligible to participate in the bidding process for both Food Corners and may submit separate financial bids for each Food Corner.

However, notwithstanding the participation in and financial bids submitted for both Food Corners, a single bidder shall be eligible for allotment of only one Food Corner.

In the event that the same bidder emerges as the Highest-1 (H-1) bidder for both Food Corners, the bidder shall be required to exercise its choice of one Food Corner for which the allotment is to be considered. The other Food Corner shall be offered to the next eligible bidder in accordance with the tender terms and conditions.

The bidder shall have no claim or right for allotment of both Food Corners merely by virtue of having emerged as H-1 in the financial bids for both Food Corners.

The decision of the Institute regarding allotment of the Food Corners shall be final and binding, subject to the terms and conditions of the tender.

4. Technical and Financial Bid Criterion for allotment of Food Corner

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 the EMD is not submitted online, the hard copy of the DD is required to be submitted to the 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 must submit the affidavit on Rs. 100/- non-judicial stamp paper that their firm/organisation is not Blacklisted by any Government, Semi-Government Department or any other organisation.
- 4.1.6** If the applying firm is a franchise of a national brand's franchise, then the CERTIFICATE OF FRANCHISE should be attached.
- 4.1.7** Experience details of the national brand – details of outlets / Applying individually, then rent deed / previous contract document/ any other documents to establish the experience in the relevant business
- 4.1.8** Annual turnover certificate of the national brand, duly certified by a Chartered Accountant for the last three financial years. The minimum annual average turnover for the last three years of the national brand should be equal to Rs. 50.0 Crores or above.
- 4.1.9** FSSAI registration/Food License of national brand and or applying individually than FSSAI registration/Food License of their running Food corner/food court/any other.

Note:

- i. EMD waivers as per the Government rule will be allowed.
- ii. 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):** **Financial Bid Evaluation Criteria (Cover-II):** The bidder shall submit the financial bid/price bid in the prescribed format provided online. The financial bids of only those bidders who are declared technically qualified shall be opened.

The allotment of the Food Corner shall be offered to the bidder quoting the highest (H-1) monthly rent/licence fee, subject to the quoted amount being equal to or higher than the

reserved licence fee. If the highest quoted rent/licence fee is below the reserved licence fee, the bid shall be rejected.

In case two or more bidders quote the same highest (H-1) monthly rent/licence fee, the bidder having the higher average annual turnover during the last three financial years in the same business shall be considered for award of the contract.

The decision of the Competent Authority/Committee regarding the award of the contract shall be final and binding on all bidders.

In the event that the highest bidder does not accept the offer of allotment or vacates/surrenders the allotted Food Corner before completion of the allotment period, the offer may be made to the next highest eligible bidder at the same terms and conditions as offered to the highest bidder. If the next highest bidder accepts the offer, the allotment shall be made for the remaining period of the original allotment. The same process may be followed successively with the subsequent highest bidders, 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 Food Corner license allotment.

5.2 Payment of License fee,:

The successful bidder shall pay the license fee every month in advance on or before 10th of every month after allotment. The subsequent 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 st fifteen days from the due date	5% of license fee
2.	16 th day to 30 th days from the due date	10% of license fee
3.	31 st day to 60 th day from the due date	20% of license fee
4.	Above 60 th day from the due date	Contract will be terminated and The security deposit amount in such cases shall be forfeited.

- 5.2.1** In addition to the Monthly License Fee, water charges Rs. 1000/- per month, cleaning and sanitation (outer area) charges Rs. 500/- per month, and electricity charges (as per actual consumption), as per the meter reading, have to be paid every month.
- 5.2.2** The Licensee shall maintain the Institute property in good condition. If there is any damage to the building or any other Institute property because of a 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 the Food Corner, if any, required 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 Food Corner & 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 Shops for any purpose is allowed to be used. Veranda of the Shops will not be utilized for any purpose by the licensee. If any licensee of the Shops 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 the misconduct/misbehaviour of the 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 empanelled /allotment list.

5.3 Lease Period and Food Corner 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 Food Corner and its legal possession will remain with MNIT JAIPUR. The licensee will have the right to use the Food Corner as the licensee during the license period for the approved business /purpose only.
- 5.3.3** If the Food Corner 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 Food Corner and the loss will be recovered from the first Licensee till that is taken over by the second Licensee.
- 5.3.4** The **opening and closing hours of the Food Corners shall be from 5:00 PM to 3:00 AM**, respectively, and the Food Corners shall remain operational during the prescribed hours. Any change in the prescribed operating hours, if required, shall be communicated by the Institute Administration. The Licensee shall comply with the timings prescribed in this Tender and with any revised timings subsequently communicated by the Institute Administration, as applicable.
- 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/Food Corner 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/Food Corner 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 Shops.
- 5.3.11** The Institute shall be entitled to recover any outstanding dues, including penalty/fines, License Fees and other dues from the security deposit of the Licensee.
- 5.3.12** The Licensee will not be allowed to open the facilities of the Food Corner to outsiders. The Food Corner is intended solely for use by the Residents, Students, Visitors, and Staff of the Institute.
- 5.3.13** The Food Corner will be on a non-exclusive basis, and more than one shop/food corner of the same kind can be opened by the 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 the license period, license fee and security money in case some other shop is constructed on the Institute campus or in case any authorised shop comes into existence. 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/food corner 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/food corner shall be of good quality. If anything sub-standard quality is found, unreasonably priced, the Competent Authority or any other officer authorised by it on its behalf may seize the whole stock or part thereof and order the destruction thereof.
- 5.3.16** To regulate price and quality, regular monitoring and supervision shall be made at any time by an officer/official so authorised by the competent authority and submit the report of the irregularities, if any, to the office for necessary action by the committee, or authorised officer by the competent authority.
- 5.3.17** The license has to be abided by by all the government. rules and law.

- 5.3.18** The sample of the articles can be collected at any time by the Competent Authority or its representative, and if found substandard, appropriate punishment, including cancellation of the 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 authorised 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 the requisite quality of items, the Licensee shall be liable to pay a reasonable penalty levied by the Institute and shall deposit the penal amount as per the direction of the Institute.
- 5.3.21** The sale, storage, distribution or use of narcotic substances, tobacco products, alcoholic beverages, intoxicants and dangerous/hazardous goods in or from the Food Corner is strictly prohibited.
- Further, smoking and consumption of alcohol, narcotic substances or any other intoxicating substance within the Food Corner, its adjoining areas or the premises of the Spice Square shall be strictly prohibited.
- The allottee shall ensure strict compliance with this provision by its employees, agents, representatives and customers. Any violation shall constitute a breach of the terms and conditions of allotment and shall attract appropriate penalty and/or termination of the allotment, as prescribed in the tender document.
- 5.3.22** The allottee shall be solely responsible for maintaining the cleanliness and hygiene of the allotted food corner and its immediate surrounding/adjoining area. The allottee shall ensure proper collection, segregation and disposal of all waste generated from its operations in accordance with the instructions of the Institute and applicable rules. No waste, garbage or discarded material shall be dumped or allowed to accumulate in or around the food corner.
- The allottee shall also be responsible for maintaining the food corner and the surrounding area in a clean, hygienic and satisfactory condition throughout the period of operation. Any violation or failure to comply with these requirements shall attract penalty and/or other contractual action as prescribed in the tender document. Any violation shall constitute a breach of the terms and conditions of allotment and shall attract appropriate penalty and/or termination of the allotment, as prescribed in the tender document.
- 5.3.23** In case of any loss or damage to the Customer that occurred due to him/her employees' negligence, the Licensee shall be responsible for making 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 an identity card & details will be shared with the Institute security Cell.
- 5.3.26** The Licensee shall be fully responsible for the 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 for ensuring 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 the lease, the food corner shall be vacated by the allottee immediately from the issue of notice in writing by the Institute or date of completion. The Institute shall take immediate possession of the food court and make alternative arrangements to operate it 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 the death of the licensee during the 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/food corner, if any.
- 5.3.32** In case of breach of any terms and conditions, the license shall be terminated without any notice and the security amount & other amounts shall be forfeited.
- 5.3.33** After allotment of the shops/Food Corner, it must be operationalised by the vendor within a period of one month. In case of extension cases on genuine grounds, the operation period may

- be considered for a maximum of 03 months from the date of the allotment with the approval from the competent authority.
- 5.3.34** Hygienic conditions shall be maintained, and the vendors shall be responsible for the disposal of the waste at their own expense.
- 5.3.35** The quality of the items can be checked by the representative of MNIT Jaipur at any time, and material found sub-standard will not be allowed.
- 5.3.36** That the shop/food corner shall be subject to inspection at any time without any notice to the contractor by the Registrar or any other authority authorised 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 assessed by a constituted committee.
- 5.3.38** During the course of the contract, if any of the 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 Food Corners/shops and cleanliness in the kitchen and surroundings of 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 the concerned residential areas should be submitted, and also a list of employees with bio-data of each employee posted to the Institute, along with a 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 the allotment of shops/food corners.
- 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 consumers to make payments via the UPI App (BHIM or equivalent), in addition to cash payments.
- 5.3.44** The campus is a 'NO SMOKING' zone, and usage/selling of any kind of tobacco/alcoholic/drug materials is 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 Food Corner occupied should be specified by the vendor clearly at the time of acceptance of the license of the Food Corner, and a copy of the sanctioned letter of the load/bill should be submitted to the Estate Section as proof within one month. Fire Extinguishers are mandatory for the premises at the licensee's 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 the license under these circumstances.
- 5.3.48** The Institute will provide only a shop space / Food Corner, Water & Electricity Supply. The Vendor/Service Provider will be responsible for all other required standard quality infrastructural arrangements for running the shop/ food corner, 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 are permitted subject to the approval of appropriate authorities. All 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 will 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/ Food Corner, it has to be referred to the Estate office in a written document. If the dispute has not been resolved within 15 days, it must be raised with the Dean (P&D) in writing. Even then, if it is not resolved within the next 15 days by the Dean (P&D), it may be raised with the Registrar/Director in writing. If the dispute has not been resolved by the Registrar/Director within 30 days of its arising, it 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, any disputes that may arise at any time shall be subject to the jurisdiction of Jaipur only.

- 5.3.53** The decision of the Director, MNIT JAIPUR, in regard to the 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 legislation and Acts, Provisions, such as the 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 during the license period shall be subject to the jurisdiction of the Court of JAIPUR only.
- 5.3.56** Additional specific conditions 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's 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 /Food Corner 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 purpose other than the purpose for which the 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 with orders and breach of any of the terms and conditions of the License Agreement, the License/allotment can be cancelled by the Institute without assigning any reason and the security amount will stand forfeited.

g) The allottee shall vacate the shop/food corner 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. If the shop/food corner is not vacated by the allottee, a penalty equal to five times the monthly rent will be charged from that date on a pro rata basis.

5.5 Special Condition For Food Corner

5.5.1 The food & beverages shall be cooked/prepared, stored and served under hygienic conditions. The Vendor/Service Provider shall ensure that only fresh food is served and that stale food is not recycled. Stale food shall be removed from the premises as soon as possible.

5.5.2 Maintenance, repair and cleaning of cooking equipment, fridge, hoods, etc. will be the responsibility of the Vendor/Service Provider at their own cost.

5.5.3 The Vendor/Service Provider shall use all fresh and standard/ good quality raw materials, eatables, veg food items, oils, etc., necessary for running the Food Corner at its own cost.

5.5.4 All bakery and confectionery items should be marked with their rate and expiry in the counter by the Vendor/Service Provider.

5.5.5 The Vendor/Service Provider should not keep any food items for sale that have already surpassed the date of expiry.

5.5.6 Quality of food/ services provided will be inspected/ checked from time to time, and if found unsatisfactory, the contract may be cancelled at any time by the Institute with/ without furnishing any notice. The Institute reserves the right to impose a fine/ penalty, as decided by the Institute.

5.5.7 The Vendor/Service Provider shall provide an adequate number of covered dust bins to ensure proper disposal of garbage. The garbage should be disposed of regularly at the designated

locations, without fail, by the Vendor/Service Provider at its own cost, as per the institute norms.

- 5.5.8** The Vendor/Service Provider will ensure a high standard of cleanliness, hygiene and sanitation in the Food Corner premises at its own cost. The Vendor/Service Provider will make arrangements to keep all eatables in a covered showcase, free from flies, insects, and rodents.
- 5.5.9** The food shall neither be too spicy nor oily. The food preparation shall be wholesome and generally cater to the tastes of the institute's students/employees.
- 5.5.10** The Vendor/Service Provider will be required to display the approved rate list of all the food articles, soft drinks, tea, coffee, juice, bakery items, etc., sold in the Food Corner, prominently including taxes. Any increase or overcharging, if found to be true, shall make the Vendor/Service Provider liable to pay a fine as decided by the institute or termination of the contract or both.
- 5.5.11** The Vendor/Service Provider will sell the packed items on MRP as per the discount given in the rate list, if applicable. The cooked items should be sold at a standard and reasonable rate.
- 5.5.12** No non-recyclable plastic or plastic containers are allowed to be used on the campus, as the campus is considered a non-plastic zone; failing which, a penalty will be imposed for each event as decided by the institute.
- 5.5.13** The Vendor/Service Provider is required to provide all packed products such as Milk (All kinds), Dahi, Butter, Cheese, Paneer, Ghee, Fresh Cream, Ice Cream, Beverage Range, etc.
- 5.5.14** The Vendor/Service Provider required the minimum following items in **Spice Square food Corner-1 and display the** rates:

Ready-to-Eat & Instant Foods	• Instant noodles / Cup noodles (Maggi, Yippee, etc.) • Instant pasta • Instant poha • Instant oats • Ready-to-eat soups • Aloo Paratha • Paneer Paratha • Mix Paratha • Mini Thali • Chole Bhature • Jeera Rice • Rajma-Chawal / Puri • Chole-Chawal / Puri • Pav Bhaji • Chole-Puri • Dal Makhani-Puri
Freshly Prepared Food & Snacks	• Sandwiches • Burgers • Pizza slices • Wraps • Rolls • Patties • Puffs • Samosa • Kachori • Momos • Egg omelette
Packaged Snacks, Namkeen & Confectionery	• Potato chips • Nachos • Popcorn • Namkeen / Bhujia • Peanuts • Chocolates/ Candies/ Toffees • Chewing gum • Mints
South Indian and others	• Dosa / Masala Dosa, • Idli–Sambar, • Uttapam, • Upma, • Tikki Chaat, • Golgappe (Pani Puri), • Vada Pav
*Any other item with the permission of the MNIT Jaipur	

Registrar MNIT Jaipur

Annexure - I

ON THE LETTER HEAD OF THE FIRM
TENDER FOR LEASE OF FOOD CORNER IN MNIT JAIPUR

Sl. No.	Particulars																							
1	Application for Food Corner																							
2	Name of the Agency/Firm/Contractor																							
3	Full Postal Address																							
4	Other Business of the Firm																							
5	Office Phone No. / Mobile No.																							
6	Email Id for official communication																							
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	2023-24 : Rs. 2024-25 : Rs. 2025-26 : Rs.																						
12	Past experience in similar business or credential (enclose relevant documents)																							
	<table border="1"> <tr> <th colspan="2">Period Of Contract</th><th rowspan="2">Name & address of organization</th><th rowspan="2">Type of contract under taken</th><th rowspan="2">Value of contract (annual) & other details</th></tr> <tr> <th>From</th><th>To</th></tr> <tr> <td></td><td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td><td></td></tr> </table>	Period Of Contract		Name & address of organization	Type of contract under taken	Value of contract (annual) & other details	From	To																
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 refreshment shops/bakery/food Corner/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)

Signature of Tenderer(s)

Check List

- Earnest money deposited (EMD)
- Registration Certificate, Copy of the GSTIN and PAN Card
- Details of the bidder. (As per Annexure-I)
- Acceptance of all the terms and conditions of the tender (As per Annexure-II)
- 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.
- If the applying firm is a franchise of a national brand's franchise then the CERTIFICATE OF FRANCHISE should be attached.
- Experience details of the national brand – details of outlets / Applying individually then rent deed / previous contract document/ any other documents to establish the experience in the relevant business
- Annual turnover certificate of the national brand, duly certified by Chartered Accountant for last three financial years. The minimum annual average turnover for last three years of the national brand should be equal to Rs. 50.0 Crores or above.
- FSSAI registration/Food License of national brand and or applying individually than FSSAI registration/Food License of their running Food corner/food court/any other.
- Financial Bid

Malaviya National Institute of Technology Jaipur

Price Schedule / Financial Bid

Leasing of Spice Square food Corner-1

S.No.	Description	Particulars	Size	Monthly License Fee	GST Amount in INR	Total Monthly License Fee amount with taxes
1	Monthly License fee	Spice Square Food Corner-1 (The four individual shops (1,2,3 and 4) forming part of a Food Corner-1 shall be allotted collectively)	34.24 Sqm			

Total bid price including taxes in Rupees (in figures):

(In words):

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. 500/- per month and electricity charges (as per actual consumption) as per the meter reading has to be paid in every month.
3. The areas mentioned is minimum area. Any additional area utilized by the vendor will be charged on a proportionate basis. The Security deposit will be revised on the basis of the area.

Signature of Bidder

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

Signature of Tenderer(s)