

REGIONAL INSTITUTE OF EDUCATION, MYSURU - 570 006

(A Constituent Unit of National Council of Educational Research & Training, New Delhi)

(Campus & Welfare Section)

F.No.3/ST/Various Shops /RIEM/22-23

NOTIFICATION

INVITING SEALED TENDER TECHNICAL AND FINANCIAL FOR ALLOTMENT OF VACANT SHOP TO SALE PROVISION AND MILK (SHOP NO-1) IN THE RIE MYSORE BUILDING FROM THE ELIGIBLE FIRMS/INDIVIDUAL /PROPRIETOR WHICH COULD VALID FOR A PERIOD 1 YEAR FROM THE DATE OF OPENING.



Tender Document (Non Transferrable) can be obtained from C& W Section, Regional Institute of Education, Manasagangothri, Mysuru -570 006 on all working days between 10.00am to 4.30 pm by remittance Tender Fee of Rs-500.00 (Rupees - Five hundred only) Non Refundable, by way of demand draft /banker cheque drawn on any (Nationalized Bank) in favour of Principal RIE Mysore.

Complete Tender Documents can also be downloaded from our website www.riemmysore.ac.in reference only and demand draft towards the cost of Tender Document should be submitted along with the tender at the time of submission of Technical Bid, the deprived of tender document of tender document fee will not be considered.

The Principal, RIE Mysore reserve the right to accept or reject any or all bids in part or in full without assigning any reason whatsoever at any stage of Tender.

SL No	Detail Schedule of the Document	Date and Time
01	Date of commencement of Issue of Tender Document	19.10.2022
02	Last date of submission of Sealed Tender(Technical and Financial bid both)	09.11.2022 - 4:00pm
03	Date of opening of Sealed Tender (Technical Bid)	10.11.2022 - 10:30 am
04	Date of Opening Sealed Tender (Financial Bid)	16.11.2022 - 10:30 am
05	Fee for Tender Document (Non refundable)	Rs-500.00 only

Terms and conditions accepted to me

Seal and Signature of the firm

REGIONAL INSTITUTE OF EDUCATION, MYSURU-570 006

(A Constituent Unit of National Council of Educational Research & Training, New Delhi)
(Campus & Welfare Section)

TECHNICAL BID

Reference Tender Notification published in the Institute Website www.riemysore.ac.in

INVITING SEALED TENDER APPLICATION (TECHNICAL AND FINANCIAL) FOR ALLOTMENT OF VACANT SHOP /STALL IN THE RIE MYSORE BUILDING, MYSURU - 570 006

01 Name of the Proprietor and registration

Number of the Firm :-----

02 Nationality :-----

03 Name of the Firm :-----

04 Address with pin code and phone No :-----

05 Tender Application Fee Rs-500.00 : DD No-----

Date -----

Name of the Bank -----

06 Aadhaar Number: _____

07 G.S.T Number : -----

08 PAN Card Number :-----

09 Detail of submission of EMD in the form of Demand Draft for Rs-2,000/-

DD No-----

Date -----

EMD from any Nationalized Bank

Name of the Bank -----

10. Rates to be quoted for above shop on paying DD of Rs.2000/- as Bid Security.

Place:

Date:

Terms and conditions accepted to me

Seal and Signature of the Firm

REGIONAL INSTITUTE OF EDUCATION MYSORE 570 006

**No.F.3/ST/Various shops /Campus & Welfare section
National Council of Educational Research and Training
Regional Institute of Education Mysore -570 006**

Tender Notice

Regional Institute of Education Mysore -570006 National Council of Educational Research and Training) is an autonomous body under the Ministry of Education. The RIE Mysore intend to float manual tender for allotment of Provision store and Milk shop in the shopping complex of RIE Manasagangothri Mysore -06. The interested firms/ Agencies may personally visit the Campus at RIE Mysore to have the first hand information about the shop /stall located in our Campus and submit their manual bids along with terms and conditions, if any. The contract will initially be valid for a period of 1 year which will be extendable on year to year basis up to 3 years subject to satisfactory reports from residents, students and subsequent approval of the Competent Authority of RIE Mysore.

- 1. The Tender shall be acceptable under two Bid Systems. The interested firms have to submit the Technical Bids and Financial bids offline / Manual Bids in the prescribed proforma at the Campus and Welfare section of the Institute on stipulated date and time.**
2. The Earnest Money Deposit / Bid Security of Rs-2000/- (Rupees-Two thousand) only shall be payable in the form of Demand draft drawn in favour of Principal RIE Mysore. The Earnest Money Deposit / Bid Security of Rs-2000/- will be refunded to the unsuccessful tenderers/bidders after finalization of the contract. After award of contract the contractor has to deposit 10 months of rent as Security Money/ Performance Security in the shape of an account payee demand draft drawn from any Nationalised Bank in an acceptable form in favour of Principal Regional Institute of Education Mysore payable at Mysore, Performance Security should remain valid 12 months beyond the date of completion of all contractual obligations.
3. The interested parties can inspect the premises between 10 am to 05-00pm on any working day from 19.10.2022 to 07.11.2022 on prior appointment from the Principal, RIE Mysore during Office hours on any working day for ascertaining the job requirements and any other additional information /clarification required by them.
4. All entries in the tender form should be legible and filled clearly.
5. Conditional bids shall not be considered and will be rejected summarily.

6. The Technical Bid shall be opened on the scheduled date and time.
7. The Financial Bids of only those bidders who qualify in the technical bid will be opened after evaluation by the committee constituted for the purpose.
8. No bidding firm will be allowed to withdraw its bids after technical bids have been opened. If any firm intends to withdraw after opening of technical bids its EMD will be forfeited.
9. The Principal RIE Mysore reserve the right to reject any or all the tenders submitted by the bidders at any time or relax/ withdraw/add any of the terms and conditions contained in the TENDER DOCUMENT without assigning any reason thereof.
10. The Tender Documents shall be issued / or downloaded from the Institute website.
11. Any subsequent updates Addendums, Corrigendum etc., if any, will be published only on the RIE Website i.e on www.riemysore.ac.in. The bidders are required to regularly check the websites for any updates.

K.Guruswamy
Section Officer
0821-2511411

General Information for the Bidders

1. Eligibility Conditions

1.	Required Tender Fee (in the form of DD)Rs-500/- (Non-refundable)
2.	Required EMD (in the form of DD)for Rs-2000/-
3.	Copy of the PAN either individual or firm.
4.	Copy of Goods & Service Tax Registration Certificate if any applicable.
5.	Name & Address of tenderer's Bank and his Current /Saving Account No.
6.	Name and Address of the Contact Persons to whom all references shall be made by the Institute
7.	Signature of the Bidder of his/her authorised signatory on each page of the Tender Document as acceptance of the terms and conditions contained in the Tender Document.
8.	An affidavit on a non- judicial stamp paper of Rs-100/- for Non Debarment, Non Black listing of the firm, Non-involvement in any criminal caseses.
9.	The firm/ Company/ Vendor should have a minimum experience of two years in the field of running concerned shop and stall enclose the experience letter.
10.	The bidders intended to participate in the multiple shops bid, should submit the individual DD of Rs.2000/- for each shop stating the name of the shops in the tender document separately.
11.	Tender Document not containing the Tender Fee and Bid Security/ EMD amount will be rejected.

2. Opening of bids :

- (i) The Technical bid shall be opened in the Conference Room of the Institute on stipulated date as shown at page No.1.
- (ii) Financial bids of only those bidders who qualify in the Technical Bid will be opened after evaluation by the tender opening committee.

3. Validity of Bid

- i) The bid shall remain valid for 90 days after the date of opening of bids: A bid valid for a shorter period shall be rejected by RIE Mysore as non-responsive.
- ii) The Principal RIE Mysore may, as its discretion, request the bidder for extension of period of bid validity. The request and responses thereto shall be made in writing in such eventuality of the extension of the bid validity, the valid of bid security provided shall also be suitably extended. However, modification in Bid will not be allowed at any stage.

4. Earnest Money Deposit

- i) EMD amount will be accepted in the form of Demand Draft drawn in favour The Principal Regional Institute of Education, Mysore. The Bid without EMD is liable to be summarily rejected in the following cases.
 - (a) if the Bidder withdraws his/her bid during the period of bid validity; or
 - (b) in case the successful Bidder refuses to sign the Agreement ; or
 - (c) If the bidder fails to furnish the Performance Security.
- ii) EMD will be refunded to the unsuccessful bidders within sixty days from the date of issue of award letter to the successful bidder and no interest would be paid thereon.

5. Performance Security

After award of contract the contractor has to deposit 10 months of the rent Security Money/ Performance Security in the shape of an account payee demand draft/ bank guarantee/FDR from any Nationalised bank in an acceptable form in favour of The Principal RIE Mysore payable at Mysore. Performance Security should remain valid for 12 months beyond the date of completion of all contractual obligations.

Performance Security will be discharged after completion of contractor's performance obligation under the contract. The above Security Deposit will be liable to be forfeited during the period of contract, in case breach of any terms & conditions of the contracting contractor or failure to provide any services under the contract or loss results from contractor's failure and breach of obligation under the contract.

6. Period of contract

The contract will be initially valid for a period of 1 year which will be extendable on year to year basis up to 3 years subject to satisfactory reports from residents and subsequent approval of the Competent Authority of the Regional Institute of Education Mysore.

7. Acceptance / Termination Bid

The Principal Regional Institute of Education Mysore reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of The Principal RIE Mysore.

8. Evaluation

1. Principal Regional Institute of Education Mysore shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed and whether bids are generally in order.
2. If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, RIE Mysore will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bid document without material deviation. A bid determined as substantially non - responsive will be rejected by the Principal RIE Mysore.
3. The evaluation will be based on financial offer made by the various bidders based on the total of all rates quoted and other merits of the offer.
4. Through the evaluation will be based on the highest total amount quoted in the Financial Bid and will considered for placement of offer. The contract will be awarded to highest bidder.

9. Award of contract

- a) The issue of a work order shall construe the intention of the RIE Mysore to enter in to contract with the successful bidder.
- b) The successful bidder shall within 15 days of issue of the order, give his/her acceptance along with performance security and sign the contract with RIE Mysore.

10. Signing of contract

The signing of contract shall construe the award of contract to the bidder. Upon successful bidder signing the contract, the RIE shall discharge the bid security. Failure of the Successful bidder to comply with the signing requirement shall constitute the sufficient ground for the cancellation of the award and forfeiture of the bid security, in that situation the RIE Mysore, as at its discretion award the work to other bidder or call for fresh bids.

11. Relaxation/modification in tender: Regional Institute of Education Mysore reserves the right to:

-Relax the tender conditions at any stage. If considered necessary for the purpose of finalizing the contract in overall interest of RIE Mysore.

-Re- tender or modify the terms and conditions of the tender. It also reserves the right to negotiate the rates with the bidder.

-Accept or reject any or all of the financial bids in part or in full, irrespective of their being the higher, without assigning any reasons.

12. TERMINATION OF CONTRACT -VACANT PASSION ETC

- I) The RIE Mysuru reserves the right to terminate the contract at any time after giving one month's notice without assigning any reason. The decision of The Principal Regional Institute of Education in this regard shall be final and binding on the contractor.
- II) The contractor shall give one month's notice to the Licensor in case he/she intends to vacate the premises.
- III) The contractor will on expiry of the period of the contract, peacefully and quietly hand over possession of the premises to the Licensor without raising any dispute whatsoever.
- IV) The contractor shall not put up any permanent structure or make any alterations or additions in the premises without the prior consent in writing of the Principal, RIE Mysuru.
- V) The contractor will be at liberty to remove all the movable articles brought by the contractor in the premises during the continuances of the contract, before delivering possession of the premises.
- VI) In case of loss or damage caused to any of the fixture etc. Provided by the Principal, RIE Mysore the cost therefore shall be recovered from the contractor and the same shall be deducted from the Security Deposit.
- VII) If the contractor commits breach of any of the aforesaid terms and conditions, the contract will stand terminated forthwith.
- VIII) The firm competing in the Tender must produce a relevant trade certificate from the authority.
- IX) In case of the contractor going in liquidation, the contract shall be treated as cancelled and legal heirs/ representatives or successors of the licensee shall not be entitled to claim any right over the licensed premises.

13. An opportunity to the dependant of NCERT staff is given to participate in the bid to all the shop/stall.

14. Statutory Obligations

- A) The successful bidder/ contractor will meet all the statutory requirements obtain all necessary licenses or other approval if any required for running the shops/stall under the relevant acts and he/she will be responsible for all the consequences for not obtaining such licences as required by the law from time to time and will have to submit the certified photocopy of the same to the RIE Mysore and any other laws, rules, regulation, guidelines etc. that may be applicable from time to time or that may be introduced by the Central/State Government or Municipal/Local Self Government authorities subsequent to the date of this agreement.
- B) The contractor shall keep the RIE Mysore indemnified from all acts of omissions, defaults, breaches and or any claims damages, loss or injury and expenses to which RIE Mysore may be put to or involved as a result of Contractor's failure to fulfil any of the obligations hereunder and/or under statutes and /or any bye Laws or rules framed thereunder or any of them.

RIE Mysore shall be entitled to recover any losses or expenses which may have to suffer or incur on account of such claims, demands loss or injury from the Security Deposit/ performance deposit of the contractor without prejudice to its any other rights under the law.

Principal RIE Mysore will not be liable for any act or breach or omission by the contractors in regard to the statutory obligations whatsoever and shall in no case be responsible or liable in case of dispute, prosecution or awards made by Court of Law or other Govt agencies.

In case of any accident arising out of and in the course of this agreement, RIE Mysore will not be responsible for payment of any compensation or under any other law. It will be the sole responsibility of the contractor for payment towards the loss or compensation whatsoever. The person engaged by contractor shall be treated, as Contractor's own employees and can claim no privileges from RIE Mysore. The Sole responsibility any legal or financial implication would rest with the contractor. The Contractor will be directly responsible for administration of his/her employees as regards their wages, uniforms, general discipline and courteous behaviour.

- c) The Contractor will have to obtain general insurance against risk, fire accident for his /her belongings etc. and provide a copy of the same to RIE Mysore.
- d) All the taxes/levies/fee charges payable to Government. Department. /Local bodies shall be paid by the contractor & no claim whatsoever shall be paid by the Regional Institute of Education Mysore.

16. Resolutions of Disputes

The allotment is made as per the Public Premises Act, therefore dispute between the parties shall be decided as per the Public Premises (Eviction of Unauthorised Occupants) Act, 1971.

17. BID Submission:

a. The bidder should submit the technical and financial bid on date mentioned in the page No.1 in sealed condition with separate envelopes covers super scribing as bid for running the **provision store and milk shops Addressed to the Principal Regional Institute of Education Mysore.**

b. The bidder should submit Technical Bid with DDs and required documents in Technical bid, **Financial bid contains only rates, if rates found except Financial bid the bid will be summarily rejected.**

c. The bidder should neatly and correctly specify on the outer cover Bid for running the **provision store and milk shop.**

**K. Guruswamy
Section Officer
0821-2511411**

SPECIFICATIONS, TERMS AND CONDITIONS

1. The firm/Company/Vendor should have a minimum experience of two years in the field of running concerned shop and stall.
2. In case of non-eviction of shops/stalls after permitted period, the Regional Institute of Education Mysore may take a decision to charge double rent from the allot with initiation of legal actions as per PP Act.
3. The 5% rent shall be enhanced on every year on subsequent year contract renewal one year at once up to 3 years.
4. If a licensee does not pay rent on or before 10th day of the each month, a penalty of 5% per month on total outstanding is to be levied upon to allottee.
5. If licensee vacates the shop/stall before permitted period of one year, the security money will be forfeited.
6. The bidder whose rates are higher will be allotted the shop. If the rates of two/three bidder are found equal/same, then the shop/stall would be allotted on the discretion of the Principal RIE Mysore.
7. Minimum Rent/License Fee of these shops fixed @Rs.2500/- per month which will be revised from time to time.
8. This bids should be accompanied by an Earnest Money Deposit of Rs.2000/- (Rupees: Two thousand only) and tender cost of Rs.500/- (Rupees Five Hundred only) in the form of demand draft, Bankers Cheque from any of the Nationalised Bank in an acceptable form in favour of the Principal, RIE Mysore. The validity of the Bid Security shall be for a period of 90 days.
9. The successful bidder shall within 15 days of issue order, give his/her acceptance, sign the contract with the RIE Mysore along with performance security of Ten months' rent in form of an account payee demand draft , Bankers cheque from a Nationalised Bank acceptable form, in favour of the Principal, RIE Mysore, payable at RIE Mysore. Performance Security should remain valid for one year beyond the date of completion of all contractual obligations. Bid security should be returned to the successful bidder on receipt of performance security.
10. The licensee will not be permitted to authorize any sub-contractor or any other firm to run the shops/stall allotted to him/her.
11. The licensee shall be in-touch with C&W section on regular basis and will also maintain his/her own register for attending any complaints/suggestions from residents/students & customers.
12. The Principal Regional Institute of Education Mysore reserves the right to terminate the licence by giving one month's notice.
13. The allotment is made as per the Public Premises Act. Dispute between the parties shall be decided as per the public premises (Eviction of Unauthorized Occupants) Act, 1971.

14. Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.
15. Only one authorized representative will be allowed to attend the opening of Tenders (Technical & Financial) on presenting a letter Head of the firm which is authorised.
16. After examination of the technical bid and price bid, the tender committee will have discretion to allot shop to the contractor, if the rates of the bidders are found same, it would be discretion of the committee to allot the shop.
17. The Tender Committee reserves the right to reject any tender or all tenders without assigning any reasons thereof with the approval of the competent authority.
18. All the firms participating in the Tender must attach a list of their owners/partners etc and a Certificate to the effect that the firm is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the firm or its owner or partners anywhere in India be attached with technical bid on non-judicial stamp paper by the Notary or by the CAO of the firm.
19. The tender will be rejected straightway without assigning any reason of the applicant/firm involves in any criminal cases, declared black listed by any Govt./Semi govt. department/agencies etc.
20. In case of violation of any clause of contract/agreement deed, the explanation of the licensee can be called by issuing show cause notice, if the reply is not found satisfactory. Security money can be forfeited in full or as to be decided by the Principal RIE Mysore as well as action for blacklisting can also be taken prior to taking any legal action.
21. The firm will have to submit a photo copy of PAN card of the firm/individual. However, if the firm is proprietorship the proper evidence of the firm should be registered with Govt agency in this regard relevant document is also to be enclosed with the technical bid.
22. The Licensee shall, at its own cost and expenses, put up firefighting equipment, fitting etc. Such fixtures/fittings/items, the removal of which premises or on termination/cancellation etc. affect the building; its interior aesthetics etc. cannot be removed/taken/away by the Licenses at the time of vacation of the licensed contract/ completion of the License Period.
23. This will be only a License Agreement and the Licensee has no right on the land of the licensed premises.
24. The Licensed premises are public premises as defined in the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and fall within the jurisdiction of Mysore.
25. The Licensee shall be responsible for the maintenance, high standard of cleanliness and proper repairs of the premises and also for repair and maintenance of fixtures, fitting and additional facilities such as electricity, water. The Licensee shall also ensure sanitation, prevention of infectious diseases, control and prevention of nuisance from insects, rodents, or any other source etc.

26. The Licensee shall give special attention to the manner in which his employees receive visitors and render service ensuring good hospitality, congenial and pleasant atmosphere. Special care shall be taken for the employee's health and to ensure that all the workers/employees employed in the premises are medically fit and that they do not suffer from any contagious, loathsome or infectious disease. In this regard a certificate duly certified by an RMP (Register Medical Practitioner) in respect of each employee.
27. The timing of the shop/stalls in shopping complex RIEM will not be 24 hours. The licensed premises shall not be used for residential purposes.
28. The Licensee shall ensure the items sold/served from the premises are of requisite hygiene and quality standards and conform to the provisions of the prevention of Food Adulteration Act, 1954 and any other guidelines, regulation, standards, etc. issued by Authorities concerned from time to time.
29. A rate list must be displayed at prominent places in the respective outlet, No hand bills/stickers are allowed to be put anywhere in the premises or outside.
30. Deviation from approved trade for which licensee has been granted will be treated a violation of License Agreement and the license shall be terminated immediately.
31. The sale/serving or promotion of alcoholic beverages and serving of Non vegetarian food is strictly prohibited.
32. **Officials of the Licensor may, at any time, enter the licensed premises/shop and monitor the quality of material, food items and standards of facilities and interiors, exteriors of the premises etc, The Licensee's duty bound to assist/co-operate with the Licensor's officials in this regard. The source of procurement for raw materials, food items etc will also have to be divulged to the officials of Licensor whenever asked.**
33. The licensee shall not place or permit placement of any advertisement, notice frames, pictures, decorations, telephones, etc. promoting any individual's location/outlet either in RIE Mysore or any of the place or near the allotted shop/Outlets will not be allowed.
34. Segregation of waste material will also be undertaken by Licensee of outlets/shop as per local rules and regulations. Shop/outlet operators shall collect all garbage in bags/boxes/trolleys permitted for the purpose as per the guidelines of the RIE Mysore. The collected garbage shall be kept at identified collection points. Failure to do so will involve termination/cancellation of the License Agreement without any notice. It will also be the responsibility of the Licensee to maintain cleanliness and hygiene in and around their allotted shop/outlet.
35. The Licensee shall not use any sought of shamiana or space occupying things in the premises or occupy the area around the licensed premises in any manner.

36. The Licensee, his/her agents and workers shall observe/performance and comply with all applicable laws/rules and regulations of the shops and Establishment act, Factory Act, Industrial Disputes Act, minimum wages Act, Labour Laws and the provisions of any statutory law applicable to the Licensee including any rules and regulations made by Licensor or any other Department(s) of Government of Ministry of HRD or administration of RIE Mysore as applicable from time to time to the business which the Licensee is allowed to carry on under this and to the area in which the said premises are located. This also included agreement compliance of laws relating to hygiene, storage, sanitation, cleanliness product quality and disposal of water and waste material etc.
37. Licensee can promote themselves by putting uniform signage only about their outlet name at the licensed premises only and nowhere else.
38. The preparation of premises is also to be carried out by licensee at his own cost after obtaining the approval from RIE Mysore.
39. Licensee should pay Electricity and water charges every month on or before 10th day the month as per consumption without fail.
40. Firm which is going to participate in the above tender is not eligible to participate if the firm has any allegation, in-disciplinary attitudes over the RIE Mysuru and also the close relatives who are indulged with the above are not eligible to participate.
41. The firm which is having any litigation with the RIE Mysuru is not entitled to participate in the any bid/tender of the RIE Mysuru.

1. Eligibility conditions/Check list of technical Bid Documents

Sl no	Particulars	Attached supporting documentary evidence	
		Yes	No
1.	Required Tender Fee (in the form of DD) Rs.500/-(Non-refundable)		
2.	Required earnest Money Deposit (EMD) (In the form of DD) for Rs.2,000/-		
3.	Copy of the PAN either individual or firm.		
4.	Copy of Aadhaar Card and necessary details		
5.	Copy of Goods & service tax registration certificate if any /applicable		
6.	Name & address of tenderer's Bank and his current Account No.		
7.	Name & address of the Contract persons to whom all references shall be made by the Council.		
8.	Signature of the bidder or his /her authorised signatory on each page of the Tender document as acceptance of the terms & conditions contained in the tender document.		
9.	An affidavit on a non -judicial stamp paper of Rs.100/- for Nonblack listing, non-debarment of the firm, non-involvement in any criminal cases.		
10.	Tender Acceptance letter		
11.	The Firm/Company/Vendor should have a minimum experience of two years in the field of running concerned shop and stall.		

**To,
The Principal
Regional Institute of Education,
Manasagangothri,
Mysore -570006**

Dated:

Sub: Tender Acceptance letter

Sir,

I hereby undertake that I have read & understand the entire tender document & accept and agree to comply with the same. I also accept & agree that any subsequent addendums and corrigendum if issued in this regard I shall comply accordingly.

Signature of the authorised signatory

Of the bidder with seal of firm

An undertaking enclosed at Annexure of the Tender/ Bid document on non-judicial stamp paper of Rs.100

UNDERTAKING

I/We have read and understand the contents of Tender and agree to abide by the terms and conditions of this tender and undertake the following.

1. I/We also confirm that in the event of my/ our tender being accepted, I/we hereby undertake to furnish Performance Security, as mentioned in the bid document.
2. I/We further undertake that none of the Proprietor/ Partners/ Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned/ suspended business dealing. I/We further undertake to report to the Principal Regional Institute of Education Mysore immediately after we are informed but in any case not later than 15days, if any firm in which Proprietor/ Partners/ Directors are proprietor or Director of such a firm which is banned/ suspended in future during the currency of the contract with you.
3. I/We agree that all disputes, if arising related to this tender, shall be within the jurisdiction of courts of Mysore only.
4. I/We undertake that the firm/ company etc has never been blacklisted by any of the Central/ Govt. organisation and no criminal case is pending against the firm/ company.
5. That the information supplied by the firm/ company/ bidder in the bid are true and nothing has been concealed and in case at any stage any information is found false our EMD/ Performance Security can be forfeited and our tender can also be rejected by the Principal Regional institute of Education Mysore.
6. Regional Institute of Education Mysore Authorities may make surprise inspection to ensure proper Quality and nearly sanitation condition.

Date:

Signature of the Tenderer/ Bidder
Name & Designation with seal
of the Firm/Company

PROFARMA FOR FINANCIAL BID

**To,
The Principal
Regional Institute of Education,
Manasagangothri,
Mysore -570006**

Sub: Quotation for allotment of vacant shop in the campus of Regional
Institute of Education Mysore – reg

Sir,

With reference to your Tender No.10-15/2017/C&W on the subject mentioned above, the undersigned have read terms and conditions of the tender & quote the rates as under:

SL No	Title of the Shop	Size	Service to be provided	Minimum rent/license fee to the RIE Mysore which will be revised from time to time.	Bidder rate for the shop to be filled up (Rs.)
1	Provision store/Milk (Shop No-01)	5x5.2 SQ mtr	Sales of Provision/Milk	Rs.2500/-	

Note: Further, the bidders whose rates are higher will be allotted the shop. If the rates of two/three bidder are found equal/same, then the shop/stall would be allotted on the discretion of the Principal Regional Institute of Education Mysore.

I/We undertake that if our bid is accepted we will run shops/stall in accordance as specified in the terms and conditions of the tender documents.

I/We undertake that I/We shall furnish the Performances Security within fifteen days after issue of notification of award for an amount of Ten Months Rent in the form of demand draft or Banker's Cheque in an acceptable form from any Nationalised Bank in favour of Principal Regional Institute of Education Mysore payable at Mysore Performance Security shall remain valid

for a period of 12 months beyond the date of completion of all contractual obligations of the supplier. No interest will be paid an amount, the same will be refunded when the contract is over and after clearing all dues.

I/We also agree to abide by this bid validity period of 180 days from the date of opening of Technical Bid. It shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

I/We attach here with an affidavit confirming that the information furnished in the Bid is correct to the best of our knowledge and belief.

I/We clarify/ confirm that we comply with the eligibility requirements of the bidding documents till our contract remain in operation/ force.

Dated this _____ day of _____ 2022.

Signature of the Authorised Signatory
of the Bidder with seal of firm

REGIONAL INSTITUTE OF EDUCATION, MYSURU - 570 006

(A Constituent Unit of National Council of Educational Research & Training, New Delhi)

(Campus & Welfare Section)

F.No.3/ST/Various Shops /RIEM/22-23

NOTIFICATION

INVITING SEALED TENDER TECHNICAL AND FINANCIAL FOR ALLOTMENT OF VACANT SHOP **RUNNING LAUNDRY SERVICE (SHOP NO-2)** IN THE RIE MYSORE BUILDING FROM THE ELIGIBLE FIRMS/INDIVIDUAL /PROPRIETOR WHICH COULD VALID FOR A PERIOD 1 YEAR FROM THE DATE OF OPENING.



Tender Document (Non Transferrable) can be obtained from C& W Section, Regional Institute of Education, Manasagangothri, Mysuru -570 006 on all working days between 10.00am to 4.30 pm by remittance Tender Fee of Rs-500.00 (Rupees - Five hundred only) Non Refundable, by way of demand draft /banker cheque drawn on any (Nationalized Bank) in favour of Principal RIE Mysore.

Complete Tender Documents can also be downloaded from our website www.riemmysore.ac.in reference only and demand draft towards the cost of Tender Document should be submitted along with the tender at the time of submission of Technical Bid, the deprived of tender document of tender document fee will not be considered.

The Principal, RIE Mysore reserve the right to accept or reject any or all bids in part or in full without assigning any reason whatsoever at any stage of Tender.

SL No	Detail Schedule of the Document	Date and Time
01	Date of commencement of Issue of Tender Document	19.10.2022
02	Last date of submission of Sealed Tender(Technical and Financial bid both)	09.11.2022 - 4:00pm
03	Date of opening of Sealed Tender (Technical Bid)	10.11.2022 - 10:30 am
04	Date of Opening Sealed Tender (Financial Bid)	16.11.2022 - 10:30 am
05	Fee for Tender Document (Non-refundable)	Rs-500.00 only

Terms and conditions accepted to me

Seal and Signature of the firm

REGIONAL INSTITUTE OF EDUCATION, MYSURU-570 006

(A Constituent Unit of National Council of Educational Research & Training, New Delhi)
(Campus & Welfare Section)

TECHNICAL BID

Reference Tender Notification published in the Institute Website www.riemysore.ac.in

INVITING SEALED TENDER APPLICATION (TECHNICAL AND FINANCIAL) FOR ALLOTMENT OF VACANT SHOP /STALL IN THE RIE MYSORE BUILDING, MYSURU -570 006

1. Name of the Proprietor and registration
Number of the Firm :-----
2. Nationality :-----
3. Name of the Firm :-----
4. Address with pin code and phone No :-----

5. Tender Application Fee Rs-500.00 : DD No-----
Date -----
Name of the Bank -----
6. G.S.T Number :-----
7. PAN Card Number :-----
8. Aadhaar Number: _____
9. Detail of submission of EMD in the form of Demand Draft for Rs-2,000/-
DD No-----
Date -----
EMD from any Nationalized Bank
Name of the Bank -----
10. Rates to be quoted for above shop on paying DD of Rs.2000/- as Bid Security.

Place:

Date:

Terms and conditions accepted to me

Seal and Signature of the Firm

REGIONAL INSTITUTE OF EDUCATION MYSORE 570 006

**No.F.3/ST/Various shops/Campus & Welfare section
National Council of Educational Research and Training
Regional Institute of Education Mysore -570 006**

Tender Notice

Regional Institute of Education Mysore -570006 National Council of Educational Research and Training) is an autonomous body under the Ministry of Education. The RIE Mysore intend to float manual tender for allotment of Running the Laundry Service in the shopping complex of RIE Manasagangothri Mysore -06 The interested firms/ Agencies may personally visit the Campus at RIE Mysore to have the first hand information about the shop /stall located in our Campus and submit their manual bids along with terms and conditions, if any. The contract will initially be valid for a period of 1 year which will be extendable on year to year basis up to 3 years subject to satisfactory reports from residents, students and subsequent approval of the Competent Authority of RIE Mysore.

- 01 The Tender shall be acceptable under two Bid Systems. The interested firms have to submit the Technical Bids and Financial bids offline / Manual Bids in the prescribed proforma at the Campus and Welfare section of the Institute on stipulated date and time.**
- 02 The Earnest Money Deposit / Bid Security of Rs-2000/- (Rupees-Two thousand) only shall be payable in the form of Demand draft drawn in favour of Principal RIE Mysore The Earnest Money Deposit / Bid Security of Rs-2000/- will be refunded to the unsuccessful tenderers/bidders after finalization of the contract. After award of contract the contractor has to deposit 10 months of rent as Security Money/ Performance Security in the shape of an account payee demand draft drawn from any Nationalised Bank in an acceptable form in favour of Principal Regional Institute of Education Mysore payable at Mysore, Performance Security should remain valid 12 months beyond the date of completion of all contractual obligations.
- 03 The interested parties can inspect the premises between 10 am to 05-00pm on any working day from 19.10.2022 to 07.11.2022 on prior appointment from the Principal, RIE Mysore during Office hours on any working day for ascertaining the job requirements and any other additional information /clarification required by them.
- 04 All entries in the tender form should be legible and filled clearly.
- 05 Conditional bids shall not be considered and will be rejected summarily.

- 06 The Technical Bid shall be opened on the scheduled date and time.
- 07 The Financial Bids of only those bidders who qualify in the technical bid will be opened after evaluation by the committee constituted for the purpose.
- 08 No bidding firm will be allowed to withdraw its bids after technical bids have been opened. If any firm intends to withdraw after opening of technical bids its EMD will be forfeited.
- 09 The Principal RIE Mysore reserve the right to reject any or all the tenders submitted by the bidders at any time or relax/ withdraw/add any of the terms and conditions contained in the TENDER DOCUMENT without assigning any reason thereof.
- 10 The Tender Documents shall be issued / or downloaded from the Institute website.
- 11 Any subsequent updates Addendums, Corrigendum etc., if any, will be published only on the RIE Website i.e on www.riemysore.ac.in. The bidders are required to regularly check the websites for any updates.

K.Guruswamy
Section Officer
0821-2511411

General Information for the Bidders

1. Eligibility Conditions

01	Required Tender Fee (in the form of DD)Rs-500/- (Non-refundable)
02	Required EMD (in the form of DD)for Rs-2000/-
03	Copy of the PAN either individual or firm.
04	Copy of Goods & Service Tax Registration Certificate if any applicable.
05	Name & Address of tenderer's Bank and his Current /Saving Account No.
06	Name and Address of the Contact Persons to whom all references shall be made by the Institute
07	Signature of the Bidder of his/her authorised signatory on each page of the Tender Document as acceptance of the terms and conditions contained in the Tender Document.
08	An affidavit on a non- judicial stamp paper of Rs-100/- for Non Debarment, Non Black listing of the firm, Non-involvement in any criminal caseses.
09	The firm/ Company/ Vendor should have a minimum experience of two years in the field of running concerned shop and stall enclose the experience letter.
10	The bidders intended to participate in the multiple shops bid, should submit the individual DD of Rs.2000/- for each shop stating the name of the shops in the tender document.
11	Tender Document not containing the Tender Fee and Bid Security/ EMD amount will be rejected.

2. Opening of bids :

- (i) The Technical bid shall be opened in the Conference Room of the Institute on stipulated date as shown at page No.1.
- (ii) Financial bids of only those bidders who qualify in the Technical Bid will be opened after evaluation by the tender opening committee.

3. Validity of Bid

- i) The bid shall remain valid for 90 days after the date of opening of bids: A bid valid for a shorter period shall be rejected by RIE Mysore as non-responsive.
- ii) The Principal RIE Mysore may, as its discretion, request the bidder for extension of period of bid validity. The request and responses thereto shall be made in writing in such eventuality of the extension of the bid validity, the valid of bid security provided shall also be suitably extended. However, modification in Bid will not be allowed at any stage.

4. Earnest Money Deposit

- i) EMD amount will be accepted in the form of Demand Draft drawn in favour The Principal Regional Institute of Education, Mysore. The Bid without EMD is liable to be summarily rejected in the following cases.
 - (a) if the Bidder withdraws his/her bid during the period of bid validity; or
 - (b) in case the successful Bidder refuses to sign the Agreement ; or
 - (c) If the bidder fails to furnish the Performance Security.
- ii) EMD will be refunded to the unsuccessful bidders within sixty days from the date of issue of award letter to the successful bidder and no interest would be paid thereon.

5. Performance Security

After award of contract the contractor has to deposit 10 months of the rent Security Money/ Performance Security in the shape of an account payee demand draft/ bank guarantee/FDR from any Nationalised bank in an acceptable form in favour of The Principal RIE Mysore payable at Mysore. Performance Security should remain valid for 12 months beyond the date of completion of all contractual obligations.

Performance Security will be discharged after completion of contractor's performance obligation under the contract. The above Security Deposit will be liable to be forfeited during the period of contract, in case breach of any terms & conditions of the contracting contractor or failure to provide any services under the contract or loss results from contractor's failure and breach of obligation under the contract.

6. Period of contract

The contract will be initially valid for a period of 1 year which will be extendable on year to year basis up to 3 years subject to satisfactory reports from residents and subsequent approval of the Competent Authority of the Regional Institute of Education Mysore.

7. Acceptance / Termination Bid

The Principal Regional Institute of Education Mysore reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of The Principal RIE Mysore.

8. Evaluation

1. Principal Regional Institute of Education Mysore shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed and whether bids are generally in order.
2. If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, RIE Mysore will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bid document without material deviation. A bid determined as substantially non – responsive will be rejected by the Principal RIE Mysore.
3. The evaluation will be based on financial offer made by the various bidders based on the total of all rates quoted and other merits of the offer.
4. Through the evaluation will be based on the highest total amount quoted in the Financial Bid and will considered for placement of offer. The contract will be awarded to highest bidder.

9. Award of contract

- a) The issue of a work order shall construe the intention of the RIE Mysore to enter in to contract with the successful bidder.
- b) The successful bidder shall within 15 days of issue of the order, give his/her acceptance along with performance security and sign the contract with RIE Mysore.

10. Signing of contract

The signing of contract shall construe the award of contract to the bidder. Upon successful bidder signing the contract, the RIE shall discharge the bid security. Failure of the Successful bidder to comply with the signing requirement shall constitute the sufficient ground for the cancellation of the award and forfeiture of the bid security, in that situation the RIE Mysore, as at its discretion award the work to other bidder or call for fresh bids.

11. Relaxation/modification in tender: Regional Institute of Education Mysore reserves the right to:

- Relax the tender conditions at any stage. If considered necessary for the purpose of finalizing the contract in overall interest of RIE Mysore.
- Re- tender or modify the terms and conditions of the tender. It also reserves the right to negotiate the rates with the bidder.

-Accept or reject any or all of the financial bids in part or in full, irrespective or their being the higher, without assigning any reasons.

12. TERMINATION OF CONTRACT -VACANT PASSION ETC

- I) The RIE Mysuru reserves the right to terminate the contract at any time after giving one month's notice without assigning any reason. The decision of The Principal Regional Institute of Education in this regard shall be final and binding on the contractor.
- II) The contractor shall give one month's notice to the Licensor in case he/she intends to vacate the premises.
- III) The contractor will on expiry of the period of the contract, peacefully and quietly hand over possession of the premises to the Licensor without raising any dispute whatsoever.
- IV) The contractor shall not put up any permanent structure or make any alterations or additions in the premises without the prior consent in writing of the Principal, RIE Mysuru.
- V) The contractor will be at liberty to remove all the movable articles brought by the contractor in the premises during the continuances of the contract, before delivering possession of the premises.
- VI) In case of loss or damage caused to any of the fixture etc. Provided by the Principal, RIE Mysore the cost therefore shall be recovered from the contractor and the same shall be deducted from the Security Deposit.
- VII) If the contractor commits breach of any of the aforesaid terms and conditions, the contract will stand terminated forthwith.
- VIII) The firm competing in the Tender must produce a relevant trade certificate from the authority.**
- IX) In case of the contractor going in liquidation, the contract shall be treated as cancelled and legal heirs/ representatives or successors of the licensee shall not be entitled to claim any right over the licensed premises.

13. An opportunity to the dependant of NCERT staff is given to participate in the bid to all the shop/stall.

14. Statutory Obligations

- A) The successful bidder/ contractor will meet all the statutory requirements obtain all necessary licenses or other approval if any required for running the shops/stall under the relevant acts and he/she will be responsible for all the consequences for not obtaining such licences as required by the law from time to time and will have to submit the certified photocopy of the same to the RIE Mysore and any other laws, rules, regulation, guidelines etc. that may be applicable from time to time or that may be introduced by the Central/State Government or Municipal/Local Self Government authorities subsequent to the date of this agreement.
- B) The contractor shall keep the RIE Mysore indemnified from all acts of omissions, defaults, breaches and or any claims damages, loss or injury and expenses to which RIE Mysore may be put to or involved as a result of Contractor's failure to fulfil any of the obligations hereunder and/or under statutes and /or any bye Laws or rules framed thereunder or any of them.

RIE Mysore shall be entitled to recover any losses or expenses which may have to suffer or incur on account of such claims, demands loss or injury from the Security Deposit/ performance deposit of the contractor without prejudice to its any other rights under the law.

Principal RIE Mysore will not be liable for any act or breach or omission by the contractors in regard to the statutory obligations whatsoever and shall in no case be responsible or liable in case of dispute, prosecution or awards made by Court of Law or other Govt agencies.

In case of any accident arising out of and in the course of this agreement, RIE Mysore will not be responsible for payment of any compensation or under any other law. It will be the sole responsibility of the contractor for payment towards the loss or compensation whatsoever. The person engaged by contractor shall be treated, as Contractor's own employees and can claim no privileges from RIE Mysore. The Sole responsibility any legal or financial implication would rest with the contractor. The Contractor will be directly responsible for administration of his/her employees as regards their wages, uniforms, general discipline and courteous behaviour.

- C) The Contractor will have to obtain general insurance against risk, fire accident for his /her belongings etc. and provide a copy of the same to RIE Mysore.

- D) All the taxes/levies/fee charges payable to Government. Department. /Local bodies shall be paid by the contractor & no claim whatsoever shall be paid by the Regional Institute of Education Mysore.

16. Resolutions of Disputes

The allotment is made as per the Public Premises Act, therefore dispute between the parties shall be decided as per the Public Premises (Eviction of Unauthorised Occupants) Act, 1971.

17. BID Submission:

- a.** The bidder should submit the technical and financial bid on date mentioned in the page No.1 in sealed condition with separate envelopes covers super scribing as bid for running the **Laundry Service Addressed to Principal Regional Institute of Education Mysore.**
- b.** The bidder should submit Technical Bid with DDs and required documents in Technical bid, Financial bid contains only rates, if rates found except Financial bid the bid will be summarily rejected.
- c.** The bidder should neatly and correctly specify on the outer cover Bid for running the **Laundry Service.**

**K.Guruswamy
Section Officer
0821-2511411**

SPECIFICATIONS, TERMS AND CONDITIONS

- 01 The firm/Company/Vendor should have a minimum experience of two years in the field of running concerned shop and stall.
- 02 In case of non-eviction of shops/stalls after permitted period, the Regional Institute of Education Mysore may take a decision to charge double rent from the allot with initiation of legal actions as per PP Act.
- 03 The 5% rent shall be enhanced on every year on subsequent year contract renewal one year at once up to 3 years.
- 04 If a licensee does not pay rent on or before 10th day of the each month, a penalty of 5% per month on total outstanding is to be levied upon to allottee.
- 05 If licensee vacates the shop/stall before permitted period of one year, the security money will be forfeited.
- 06 The bidder whose rates are higher will be allotted the shop. If the rates of two/three bidder are found equal/same, then the shop/stall would be allotted on the discretion of the Principal RIE Mysore.
- 07 Minimum Rent/License Fee of these shops fixed @Rs.2500/- per month which will be revised from time to time.
- 08 This bids should be accompanied by an Earnest Money Deposit of Rs.2000/- (Rupees: Two thousand only) and tender cost of Rs.500/- (Rupees Five Hundred only) in the form of demand draft, Bankers Cheque from any of the Nationalised Bank in an acceptable form in favour of the Principal, RIE Mysore. The validity of the Bid Security shall be for a period of 90 days.
- 09 The successful bidder shall within 15 days of issue order, give his/her acceptance, sign the contract with the RIE Mysore along with performance security of Ten months' rent in form of an account payee demand draft , Bankers cheque from a Nationalised Bank acceptable form, in favour of the Principal, RIE Mysore, payable at RIE Mysore. Performance Security should remain valid for 180 days beyond the date of completion of all contractual obligations. Bid security should be returned to the successful bidder on receipt of performance security.
- 10 The licensee will not be permitted to authorize any sub-contractor or any other firm to run the shops/stall allotted to him/her.
- 11 The licensee shall be in-touch with C&W section on regular basis and will also maintain his/her own register for attending any complaints/suggestions from residents/students & customers.
- 12 The Principal Regional Institute of Education Mysore reserves the right to terminate the licence by giving one month's notice.
- 13 The allotment is made as per the Public Premises Act. Dispute between the parties shall be decided as per the public premises (Eviction of Unauthorized Occupants) Act, 1971.
- 14 Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.

- 15 Only one authorized representative will be allowed to attend the opening of Tenders (Technical & Financial) on presenting a letter Head of the firm which is authorised.
- 16 After examination of the technical bid and price bid, the tender committee will have discretion to allot shop to the contractor, if the rates of the bidders are found same, it would be discretion of the committee to allot the shop.
- 17 The Tender Committee reserves the right to reject any tender or all tenders without assigning any reasons thereof with the approval of the competent authority.
- 18 All the firms participating in the Tender must attach a list of their owners/partners etc and a Certificate to the effect that the firm is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the firm or its owner or partners anywhere in India be attached with technical bid on non judicial stamp paper by the Notary or by the CAO of the firm.
- 19 The tender will be rejected straightway without assigning any reason of the applicant/firm involves in any criminal cases, declared black listed by any Govt./Semi govt. department/agencies etc.
- 20 In case of violation of any clause of contract/agreement deed, the explanation of the licensee can be called by issuing show cause notice, if the reply is not found satisfactory. Security money can be forfeited in full or as to be decided by the Principal RIE Mysore as well as action for blacklisting can also be taken prior to taking any legal action.
- 21 The firm will have to submit a photo copy of PAN card of the firm/individual. However, if the firm is proprietorship the proper evidence of the firm should be registered with Govt agency in this regard relevant document is also to be enclosed with the technical bid.
- 22 The Licensee shall, at its own cost and expenses, put up firefighting equipment, fitting etc. Such fixtures/fittings/items, the removal of which premises or on termination/cancellation etc. affect the building; its interior aesthetics etc. cannot be removed/taken/away by the Licenses at the time of vacation of the licensed contract/ completion of the License Period.
- 23 This will be only a License Agreement and the Licensee has no right on the land of the licensed premises.
- 24 The Licensed premises are public premises as defined in the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and fall within the jurisdiction of Mysore.
- 25 The Licensee shall be responsible for the maintenance, high standard of cleanliness and proper repairs of the premises and also for repair and maintenance of fixtures, fitting and additional facilities such as electricity, water. The Licensee shall also ensure sanitation, prevention of infectious diseases, control and prevention of nuisance from insects, rodents, or any other source etc.

- 26 The Licensee shall give special attention to the manner in which his employees receive visitors and render service ensuring good hospitality, congenial and pleasant atmosphere. Special care shall be taken for the employee's health and to ensure that all the workers/employees employed in the premises are medically fit and that they do not suffer from any contagious, loathsome or infectious disease. In this regard a certificate duly certified by an RMP (Register Medical Practitioner) in respect of each employee.
- 27 The timing of the shop/stalls in shopping complex RIEM will not be 24 hours. The licensed premises shall not be used for residential purposes.
- 28 The Licensee shall ensure the items sold/served from the premises are of requisite hygiene and quality standards and conform to the provisions of the prevention of Food Adulteration Act, 1954 and any other guidelines, regulation, standards, etc. issued by Authorities concerned from time to time.
- 29 A rate list must be displayed at prominent places in the respective outlet, No hand bills/stickers are allowed to be put anywhere in the premises or outside.
- 30 Deviation from approved trade for which licensee has been granted will be treated a violation of License Agreement and the license shall be terminated immediately.
- 31 The sale/serving or promotion of alcoholic beverages and serving of Non vegetarian food is strictly prohibited.
- 32 Officials of the Licensor may, at any time, enter the licensed premises/shop and monitor the quality of material, food items and standards of facilities and interiors, exteriors of the premises etc, The Licensee's duty bound to assist/co-operate with the Licensor's officials in this regard. The source of procurement for raw materials, food items etc will also have to be divulged to the officials of Licensor whenever asked.
- 33 The licensee shall not place or permit placement of any advertisement, notice frames, pictures, decorations, telephones, etc. promoting any individual's location/outlet either in RIE Mysore or any of the place or near the allotted shop/Outlets will not be allowed.
- 34 Segregation of waste material will also be undertaken by Licensee of outlets/shop as per local rules and regulations. Shop/outlet operators shall collect all garbage in bags/boxes/trolleys permitted for the purpose as per the guidelines of the RIE Mysore. The collected garbage shall be kept at identified collection points. Failure to do so will involve termination/cancellation of the License Agreement without any notice. It will also be the responsibility of the Licensee to maintain cleanliness and hygiene in and around their allotted shop/outlet.
- 35 The Licensee shall not use any sought of shamiana or space occupying things in the premises or occupy the area around the licensed premises in any manner.

- 36 The Licensee, his/her agents and workers shall observe/perform and comply with all applicable laws/rules and regulations of the shops and Establishment act, Factory Act, Industrial Disputes Act, minimum wages Act, Labour Laws and the provisions of any statutory law applicable to the Licensee including any rules and regulations made by Licensor or any other Department(s) of Government of Ministry of HRD or administration of RIE Mysore as applicable from time to time to the business which the Licensee is allowed to carry on under this and to the area in which the said premises are located. This also included agreement compliance of laws relating to hygiene, storage, sanitation, cleanliness product quality and disposal of water and waste material etc.
- 37 Licensee can promote themselves by putting uniform signage only about their outlet name at the licensed premises only and nowhere else.
- 38 The preparation of premises is also to be carried out by licensee at his own cost after obtaining the approval from RIE Mysore.
- 39 Licensee should pay Electricity and water charges every month on or before 10th day the month as per consumption without fail.
- 40 Firm which is going to participate in the above tender is not eligible to participate if the firm has any allegation, in-disciplinary attitudes over the RIE Mysuru and also the close relatives who are indulged with the above are not eligible to participate.
- 41 The firm which is having any litigation with the RIE Mysuru is not entitled to participate in the any bid/tender of the RIE Mysuru.

1. Eligibility conditions/Check list of technical Bid Documents

Sl no	Particulars	Attached supporting documentary evidence	
		Yes	No
1.	Required Tender Fee (in the form of DD) Rs.500/- (Non-refundable)		
2.	Required earnest Money Deposit (EMD) (In the form of DD) for Rs.2,000/-		
3.	Copy of the PAN either individual or firm.		
4.	Copy of Aadhaar Card & details		
5.	Copy of Goods & service tax registration certificate if any /applicable		
6.	Name & address of tenderer's Bank and his current Account No.		
7.	Name & address of the Contract persons to whom all references shall be made by the Council.		
8.	Signature of the bidder or his /her authorised signatory on each page of the Tender document as acceptance of the terms & conditions contained in the tender document.		
9.	An affidavit on a non- judicial stamp paper of Rs-100/- for Non Debarment, Non Black listing of the firm, Non-involvement in any criminal caseses.		
10.	Tender Acceptance letter		
11.	The Firm/Company/Vendor should have a minimum experience of two years in the field of running concerned shop and stall.		

**To,
The Principal
Regional Institute of Education,
Manasagangothri,
Mysore -570006**

Dated:

Sub: Tender Acceptance letter

Sir,

I hereby undertake that I have read & understand the entire tender document & accept and agree to comply with the same. I also accept & agree that any subsequent addendums and corrigendum if issued in this regard I shall comply accordingly.

Signature of the authorised signatory

Of the bidder with seal of firm

An undertaking enclosed at Annexure of the Tender/ Bid document on non-judicial stamp paper of Rs.100

UNDERTAKING

I/We have read and understand the contents of Tender and agree to abide by the terms and conditions of this tender and undertake the following.

1. I/We also confirm that in the event of my/ our tender being accepted, I/we hereby undertake to furnish Performance Security, as mentioned in the bid document.
2. I/We further undertake that none of the Proprietor/ Partners/ Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned/ suspended business dealing. I/We further undertake to report to the Principal Regional Institute of Education Mysore immediately after we are informed but in any case not later than 15days, if any firm in which Proprietor/ Partners/ Directors are proprietor or Director of such a firm which is banned/ suspended in future during the currency of the contract with you.
3. I/We agree that all disputes, if arising related to this tender, shall be within the jurisdiction of courts of Mysore only.
4. I/We undertake that the firm/ company etc has never been blacklisted by any of the Central/ Govt. organisation and no criminal case is pending against the firm/ company.
5. That the information supplied by the firm/ company/ bidder in the bid are true and nothing has been concealed and in case at any stage any information is found false our EMD/ Performance Security can be forfeited and our tender can also be rejected by the Principal Regional institute of Education Mysore.
6. Regional Institute of Education Mysore Authorities may make surprise inspection to ensure proper Quality and nearly sanitation condition.

Date:

Signature of the Tenderer/ Bidder
Name & Designation with
Seal of the Firm/ Company

PROFARMA FOR FINANCIAL BID

To,
The Principal
Regional Institute of Education,
Manasagangothri,
Mysore -570006

Sub: Quotation for allotment of vacant shop in the campus of Regional
Institute of Education Mysore - reg

Sir,

With reference to your Tender No.10-15/2017/C&W on the subject mentioned above, the undersigned have read terms and conditions of the tender & quote the rates as under:

SL No	Title of the Shop	Size	Service to be provided	Minimum rent/license fee to the RIE Mysore which will be revised from time to time.	Bidder rate for the shop to be filled up (Rs.)
1	Laundry Service (Shop No-02)	5x5.2 SQ mtr	Providing laundry service	Rs.2500/-	

Note: Further, the bidders whose rates are higher will be allotted the shop. If the rates of two/three bidder are found equal/same, then the shop/stall would be allotted on the discretion of the Principal Regional Institute of Education Mysore.

I/We undertake that if our bid is accepted we will run shops/stall in accordance as specified in the terms and conditions of the tender documents.

I/We undertake that I/We shall furnish the Performances Security within fifteen days after issue of notification of award for an amount of Ten Months Rent in the form of demand draft or Banker's Cheque in an acceptable form from any Nationalised Bank in favour of Principal Regional Institute of Education Mysore payable at Mysore Performance Security shall remain valid for a period of 12 months beyond the date of completion of all contractual

obligations of the supplier. No interest will be paid an amount, the same will be refunded when the contract is over and after clearing all dues.

I/We also agree to abide by this bid validity period of 180 days from the date of opening of Technical Bid. It shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

I/We attach here with an affidavit confirming that the information furnished in the Bid is correct to the best of our knowledge and belief.

I/We clarify/ confirm that we comply with the eligibility requirements of the bidding documents till our contract remain in operation/ force.

Dated this _____ day of _____ 2022.

Signature of the Authorised Signatory
of the Bidder with seal of firm

REGIONAL INSTITUTE OF EDUCATION, MYSURU - 570 006

(A Constituent Unit of National Council of Educational Research & Training, New Delhi)

(Campus & Welfare Section)

F.No.3/ST/Various Shops /RIEM/22-23

NOTIFICATION

INVITING SEALED TENDER TECHNICAL AND FINANCIAL FOR ALLOTMENT OF VACANT SHOP **RUNNING OF LADIES BEAUTY PARLOUR (SHOP NO-3)** IN THE RIE MYSORE BUILDING FROM THE ELIGIBLE FIRMS/INDIVIDUAL /PROPRIETOR WHICH COULD VALID FOR A PERIOD 1 YEAR FROM THE DATE OF OPENING.



Tender Document (Non Transferrable) can be obtained from C& W Section, Regional Institute of Education, Manasagangothri, Mysuru -570 006 on all working days between 10.00am to 4.30 pm by remittance Tender Fee of Rs-500.00 (Rupees - Five hundred only) Non Refundable, by way of demand draft /banker cheque drawn on any (Nationalized Bank) in favour of Principal RIE Mysore.

Complete Tender Documents can also be downloaded from our website www.riemmysore.ac.in reference only and demand draft towards the cost of Tender Document should be submitted along with the tender at the time of submission of Technical Bid, the deprived of tender document of tender document fee will not be considered.

The Principal, RIE Mysore reserve the right to accept or reject any or all bids in part or in full without assigning any reason whatsoever at any stage of Tender.

SL No	Detail Schedule of the Document	Date and Time
01	Date of commencement of Issue of Tender Document	19.10.2022
02	Last date of submission of Sealed Tender(Technical and Financial bid both)	09.11.2022 - 4:00pm
03	Date of opening of Sealed Tender (Technical Bid)	10.11.2022 - 10:30 am
04	Date of Opening Sealed Tender (Financial Bid)	16.11.2022 - 10:30 am
05	Fee for Tender Document (Non-refundable)	Rs-500.00 only

Terms and conditions accepted to me

Seal and Signature of the firm

REGIONAL INSTITUTE OF EDUCATION, MYSURU-570 006

(A Constituent Unit of National Council of Educational Research & Training, New Delhi)
(Campus & Welfare Section)

TECHNICAL BID

Reference Tender Notification dated: 17.08.2022 published in the Institute Website
www.riemysore.ac.in

**INVITING SEALED TENDER APPLICATION (TECHNICAL AND FINANCIAL) FOR
ALLOTMENT OF VACANT SHOP /STALL IN THE RIE MYSORE BUILDING,
MYSURU -570 006**

01 Name of the Proprietor and registration

Number of the Firm :-----

02 Nationality :-----

03 Name of the Firm :-----

04 Address with pin code and phone No :-----

05 Tender Application Fee Rs-500.00 : DD No-----

Date -----

Name of the Bank -----

06 G.S.T Number : -----

07 PAN Card Number :-----

08 Aadhaar Number: _____

09 Detail of submission of EMD in the form of Demand Draft for Rs-2,000/-

DD No-----

Date -----

EMD from any Nationalized Bank

Name of the Bank -----

10 Rates to be quoted for above shop on paying DD of Rs.2000/- as Bid Security.

Place:

Date:

Terms and conditions accepted to me

Seal and Signature of the Firm

REGIONAL INSTITUTE OF EDUCATION MYSORE 570 006

**No.F.3/ST/Various shops/Campus & Welfare section
National Council of Educational Research and Training
Regional Institute of Education Mysore -570 006**

Tender Notice

Regional Institute of Education Mysore -570006 National Council of Educational Research and Training) is an autonomous body under the Ministry of Education. The RIE Mysore intend to float manual tender for allotment of Running the Ladies Beauty Parlour in the shopping complex of RIE Manasagangothri Mysore -06 The interested firms/ Agencies may personally visit the Campus at RIE Mysore to have the first hand information about the shop /stall located in our Campus and submit their manual bids along with terms and conditions, if any. The contract will initially be valid for a period of 1 year which will be extendable on year to year basis up to 3 years subject to satisfactory reports from residents, students and subsequent approval of the Competent Authority of RIE Mysore.

- 01 The Tender shall be acceptable under two Bid Systems. The interested firms have to submit the Technical Bids and Financial bids offline / Manual Bids in the prescribed proforma at the Campus and Welfare section of the Institute on stipulated date and time .**
- 02 The Earnest Money Deposit / Bid Security of Rs-2000/- (Rupees-Two thousand) only shall be payable in the form of Demand draft drawn in favour of Principal RIE Mysore The Earnest Money Deposit / Bid Security of Rs-2000/- will be refunded to the unsuccessful tenderers/bidders after finalization of the contract. After award of contract the contractor has to deposit 10 months of rent as Security Money/ Performance Security in the shape of an account payee demand draft drawn from any Nationalised Bank in an acceptable form in favour of Principal Regional Institute of Education Mysore payable at Mysore, Performance Security should remain valid 12 months beyond the date of completion of all contractual obligations.
- 03 The interested parties can inspect the premises between 10 am to 05-00pm on any working day from 19.10.2022 to 07.11.2022 on prior appointment from the Principal, RIE Mysore during Office hours on any working day for ascertaining the job requirements and any other additional information /clarification required by them.
- 04 All entries in the tender form should be legible and filled clearly.
- 05 Conditional bids shall not be considered and will be rejected summarily.
- 06 The Technical Bid shall be opened on the scheduled date and time.

- 07 The Financial Bids of only those bidders who qualify in the technical bid will be opened after evaluation by the committee constituted for the purpose.
- 08 No bidding firm will be allowed to withdraw its bids after technical bids have been opened. If any firm intends to withdraw after opening of technical bids its EMD will be forfeited.
- 09 The Principal RIE Mysore reserve the right to reject any or all the tenders submitted by the bidders at any time or relax/ withdraw/add any of the terms and conditions contained in the TENDER DOCUMENT without assigning any reason thereof.
- 10 The Tender Documents shall be issued / or downloaded from the Institute website.
- 11 Any subsequent updates Addendums, Corrigendum etc., if any, will be published only on the RIE Website i.e on www.riemysore.ac.in. The bidders are required to regularly check the websites for any updates.

K.Guruswamy
Section Officer
0821-2511411

General Information for the Bidders

1. Eligibility Conditions

01	Required Tender Fee (in the form of DD)Rs-500/- (Non-refundable)
02	Required EMD (in the form of DD)for Rs-2000/-
03	Copy of the PAN either individual or firm.
04	Copy of Goods & Service Tax Registration Certificate if any applicable.
05	Name & Address of tenderer's Bank and his Current/Saving Account No.
06	Name and Address of the Contact Persons to whom all references shall be made by the Institute
07	Signature of the Bidder of his/her authorised signatory on each page of the Tender Document as acceptance of the terms and conditions contained in the Tender Document.
08	An affidavit on a non- judicial stamp paper of Rs-100/- for Non Debarment, Non Black listing of the firm, Non-involvement in any criminal caseses.
09	The firm/ Company/ Vendor should have a minimum experience of two years in the field of running concerned shop and stall enclose the experience letter.
10	The bidders intended to participate in the multiple shops bid, should submit the individual DD of Rs.2000/- for each shop stating the name of the shops in the tender document.
11	Tender Document not containing the Tender Fee and Bid Security/ EMD amount will be rejected.

2. Opening of bids :

- (i) The Technical bid shall be opened in the Conference Room of the Institute on stipulated date as shown at page No.1.
- (ii) Financial bids of only those bidders who qualify in the Technical Bid will be opened after evaluation by the tender opening committee.

3. Validity of Bid

- i) The bid shall remain valid for 90 days after the date of opening of bids: A bid valid for a shorter period shall be rejected by RIE Mysore as non-responsive.
- ii) The Principal RIE Mysore may, as its discretion, request the bidder for extension of period of bid validity. The request and responses thereto shall be made in writing in such eventuality of the extension of the bid validity, the valid of bid security provided shall also be suitably extended. However, modification in Bid will not be allowed at any stage.

4. Earnest Money Deposit

- i) EMD amount will be accepted in the form of Demand Draft drawn in favour The Principal Regional Institute of Education, Mysore. The Bid without EMD is liable to be summarily rejected in the following cases.
 - a. if the Bidder withdraws his/her bid during the period of bid validity; or
 - b. in case the successful Bidder refuses to sign the Agreement ; or
 - c. If the bidder fails to furnish the Performance Security.
- ii) EMD will be refunded to the unsuccessful bidders within sixty days from the date of issue of award letter to the successful bidder and no interest would be paid thereon.

5. Performance Security

After award of contract the contractor has to deposit 10 months of the rent Security Money/ Performance Security in the shape of an account payee demand draft/ bank guarantee/FDR from any Nationalised bank in an acceptable form in favour of The Principal RIE Mysore payable at Mysore. Performance Security should remain valid for 12 months beyond the date of completion of all contractual obligations.

Performance Security will be discharged after completion of contractor's performance obligation under the contract. The above Security Deposit will be liable to be forfeited during the period of contract, in case breach of any terms & conditions of the contracting contractor or failure to provide any services under the contract or loss results from contractor's failure and breach of obligation under the contract.

06. Period of contract

The contract will be initially valid for a period of 1 year which will be extendable on year to year basis up to 3 years subject to satisfactory reports from residents and subsequent approval of the Competent Authority of the Regional Institute of Education Mysore.

07. Acceptance / Termination Bid

The Principal Regional Institute of Education Mysore reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of The Principal RIE Mysore.

08. Evaluation

1. Principal Regional Institute of Education Mysore shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed and whether bids are generally in order.
2. If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, RIE Mysore will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bid document without material deviation. A bid determined as substantially non - responsive will be rejected by the Principal RIE Mysore.
3. The evaluation will be based on financial offer made by the various bidders based on the total of all rates quoted and other merits of the offer.
4. Through the evaluation will be based on the highest total amount quoted in the Financial Bid and will considered for placement of offer. The contract will be awarded to highest bidder.

9. Award of contract

- a) The issue of a work order shall construe the intention of the RIE Mysore to enter in to contract with the successful bidder.
- b) The successful bidder shall within 15 days of issue of the order, give his/her acceptance along with performance security and sign the contract with RIE Mysore.

10. Signing of contract

The signing of contract shall construe the award of contract to the bidder. Upon successful bidder signing the contract, the RIE shall discharge the bid security. Failure of the Successful bidder to comply with the signing requirement shall constitute the sufficient ground for the cancellation of the award and forfeiture of the bid security, in that situation the RIE Mysore, as at its discretion award the work to other bidder or call for fresh bids.

11. Relaxation/modification in tender: Regional Institute of Education Mysore reserves the right to:

-Relax the tender conditions at any stage. If considered necessary for the purpose of finalizing the contract in overall interest of RIE Mysore.

-Re- tender or modify the terms and conditions of the tender. It also reserves the right to negotiate the rates with the bidder.

-Accept or reject any or all of the financial bids in part or in full, irrespective or their being the higher, without assigning any reasons.

12. TERMINATION OF CONTRACT -VACANT PASSION ETC

- I) The RIE Mysuru reserves the right to terminate the contract at any time after giving one month's notice without assigning any reason. The decision of The Principal Regional Institute of Education in this regard shall be final and binding on the contractor.
- II) The contractor shall give one month's notice to the Licensor in case he/she intends to vacate the premises.
- III) The contractor will on expiry of the period of the contract, peacefully and quietly hand over possession of the premises to the Licensor without raising any dispute whatsoever.
- IV) The contractor shall not put up any permanent structure or make any alterations or additions in the premises without the prior consent in writing of the Principal, RIE Mysuru.
- V) The contractor will be at liberty to remove all the movable articles brought by the contractor in the premises during the continuances of the contract, before delivering possession of the premises.
- VI) In case of loss or damage caused to any of the fixture etc. Provided by the Principal, RIE Mysore the cost therefore shall be recovered from the contractor and the same shall be deducted from the Security Deposit.
- VII) If the contractor commits breach of any of the aforesaid terms and conditions, the contract will stand terminated forthwith.
- VIII) The firm competing in the Tender must produce a relevant trade certificate from the authority.

IX) In case of the contractor going in liquidation, the contract shall be treated as cancelled and legal heirs/ representatives or successors of the licensee shall not be entitled to claim any right over the licensed premises.

13. An opportunity to the dependant of NCERT staff is given to participate in the bid to all the shop/stall.

14. Statutory Obligations

A) The successful bidder/ contractor will meet all the statutory requirements obtain all necessary licenses or other approval if any required for running the shops/stall under the relevant acts and he/she will be responsible for all the consequences for not obtaining such licences as required by the law from time to time and will have to submit the certified photocopy of the same to the RIE Mysore and any other laws, rules , regulation, guidelines etc. that may be applicable from time to time or that may be introduced by the Central/State Government or Municipal/Local Self Government authorities subsequent to the date of this agreement.

B) The contractor shall keep the RIE Mysore indemnified from all acts of omissions, defaults, breaches and or any claims damages, loss or injury and expenses to which RIE Mysore may be put to or involved as a result of Contractor's failure to fulfil any of the obligations hereunder and/or under statutes and /or any bye Laws or rules framed thereunder or any of them.

RIE Mysore shall be entitled to recover any losses or expenses which may have to suffer or incur on account of such claims, demands loss or injury from the Security Deposit/ performance deposit of the contractor without prejudice to its any other rights under the law.

Principal RIE Mysore will not be liable for any act or breach or omission by the contractors in regard to the statutory obligations whatsoever and shall in no case be responsible or liable in case of dispute, prosecution or awards made by Court of Law or other Govt agencies.

In case of any accident arising out of and in the course of this agreement, RIE Mysore will not be responsible for payment of any compensation or under any other law. It will be the sole responsibility of the contractor for payment towards the loss or compensation whatsoever. The person engaged by contractor shall be treated, as Contractor's own employees and can claim no privileges from RIE Mysore. The Sole responsibility any legal or financial implication would rest with the contractor. The Contractor will be directly responsible for administration of his/her

employees as regards their wages, uniforms, general discipline and courteous behaviour.

C) The Contractor will have to obtain general insurance against risk, fire accident for his /her belongings etc. and provide a copy of the same to RIE Mysore.

D) All the taxes/levies/fee charges payable to Government. Department. /Local bodies shall be paid by the contractor & no claim whatsoever shall be paid by the Regional Institute of Education Mysore.

16. Resolutions of Disputes

The allotment is made as per the Public Premises Act, therefore dispute between the parties shall be decided as per the Public Premises (Eviction of Unauthorised Occupants) Act, 1971.

17. BID Submission:

a. The bidder should submit the technical and financial bid on date mentioned in the page No.1 in sealed condition with separate envelopes covers super scribing as bid for running the **Running Ladies Beauty Parlour Addressed to Principal Regional Institute of Education Mysore.**

b. The bidder should submit Technical Bid with DDs and required documents in Technical bid, financial bid contains only rates, if rates found except Financial bid the bid will be summarily rejected.

c. The bidder should neatly and correctly specify on the outer cover Bid for running the **Running Ladies Beauty Parlour.**

**K.Guruswamy
Section Officer
0821-2511411**

SPECIFICATIONS, TERMS AND CONDITIONS

01. The firm/Company/Vendor should have a minimum experience of two years in the field of running concerned shop and stall.
02. In case of non-eviction of shops/stalls after permitted period, the Regional Institute of Education Mysore may take a decision to charge double rent from the allot with initiation of legal actions as per PP Act.
03. The 5% rent shall be enhanced on every year on subsequent year contract renewal one year at once up to 3 years.
04. If a licensee does not pay rent on or before 10th day of the each month, a penalty of 5% per month on total outstanding is to be levied upon to allottee.
05. If licensee vacates the shop/stall before permitted period of one year, the security money will be forfeited.
06. The bidder whose rates are higher will be allotted the shop. If the rates of two/three bidder are found equal/same, then the shop/stall would be allotted on the discretion of the Principal RIE Mysore.
07. Minimum Rent/License Fee of these shops fixed @Rs.2500/- per month which will be revised from time to time.
08. This bids should be accompanied by an Earnest Money Deposit of Rs.2000/- (Rupees: Two thousand only) and tender cost of Rs.500/- (Rupees Five Hundred only) in the form of demand draft, Bankers Cheque from any of the Nationalised Bank in an acceptable form in favour of the Principal, RIE Mysore. The validity of the Bid Security shall be for a period of 90 days.
09. The successful bidder shall within 15 days of issue order, give his/her acceptance, sign the contract with the RIE Mysore along with performance security of Ten months' rent in form of an account payee demand draft , Bankers cheque from a Nationalised Bank acceptable form, in favour of the Principal, RIE Mysore, payable at RIE Mysore. Performance Security should remain valid for 180 days beyond the date of completion of all contractual obligations. Bid security should be returned to the successful bidder on receipt of performance security.
10. The licensee will not be permitted to authorize any sub-contractor or any other firm to run the shops/stall allotted to him/her.
11. The licensee shall be in-touch with C&W section on regular basis and will also maintain his/her own register for attending any complaints/suggestions from residents/students & customers.
12. The Principal Regional Institute of Education Mysore reserves the right to terminate the licence by giving one month's notice.
13. The allotment is made as per the Public Premises Act. Dispute between the parties shall be decided as per the public premises (Eviction of Unauthorized Occupants) Act, 1971.
14. Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.

15. Only one authorized representative will be allowed to attend the opening of Tenders (Technical & Financial) on presenting a letter Head of the firm which is authorised.
16. After examination of the technical bid and price bid, the tender committee will have discretion to allot shop to the contractor, if the rates of the bidders are found same, it would be discretion of the committee to allot the shop.
17. The Tender Committee reserves the right to reject any tender or all tenders without assigning any reasons thereof with the approval of the competent authority.
18. All the firms participating in the Tender must attach a list of their owners/partners etc and a Certificate to the effect that the firm is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the firm or its owner or partners anywhere in India be attached with technical bid on non-judicial stamp paper by the Notary or by the CAO of the firm.
19. The tender will be rejected straightway without assigning any reason of the applicant/firm involves in any criminal cases, declared black listed by any Govt./Semi govt. department/agencies etc.
20. In case of violation of any clause of contract/agreement deed, the explanation of the licensee can be called by issuing show cause notice, if the reply is not found satisfactory. Security money can be forfeited in full or as to be decided by the Principal RIE Mysore as well as action for blacklisting can also be taken prior to taking any legal action.
21. The firm will have to submit a photo copy of PAN card of the firm/individual. However, if the firm is proprietorship the proper evidence of the firm should be registered with Govt agency in this regard relevant document is also to be enclosed with the technical bid.
22. The Licensee shall, at its own cost and expenses, put up firefighting equipment, fitting etc. Such fixtures/fittings/items, the removal of which premises or on termination/cancellation etc. affect the building; its interior aesthetics etc. cannot be removed/taken/away by the Licenses at the time of vacation of the licensed contract/ completion of the License Period.
23. This will be only a License Agreement and the Licensee has no right on the land of the licensed premises.
24. The Licensed premises are public premises as defined in the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and fall within the jurisdiction of Mysore.
25. The Licensee shall be responsible for the maintenance, high standard of cleanliness and proper repairs of the premises and also for repair and maintenance of fixtures, fitting and additional facilities such as electricity, water. The Licensee shall also ensure sanitation, prevention of infectious diseases, control and prevention of nuisance from insects, rodents, or any other source etc.

26. The Licensee shall give special attention to the manner in which his employees receive visitors and render service ensuring good hospitality, congenial and pleasant atmosphere. Special care shall be taken for the employee's health and to ensure that all the workers/employees employed in the premises are medically fit and that they do not suffer from any contagious, loathsome or infectious disease. In this regard a certificate duly certified by an RMP (Register Medical Practitioner) in respect of each employee.
27. The timing of the shop/stalls in shopping complex RIEM will not be 24 hours. The licensed premises shall not be used for residential purposes.
28. The Licensee shall ensure the items sold/served from the premises are of requisite hygiene and quality standards and conform to the provisions of the prevention of Food Adulteration Act, 1954 and any other guidelines, regulation, standards, etc. issued by Authorities concerned from time to time.
29. A rate list must be displayed at prominent places in the respective outlet, No hand bills/stickers are allowed to be put anywhere in the premises or outside.
30. Deviation from approved trade for which licensee has been granted will be treated a violation of License Agreement and the license shall be terminated immediately.
31. The sale/serving or promotion of alcoholic beverages and serving of Non vegetarian food is strictly prohibited.
32. Officials of the Licensor may, at any time, enter the licensed premises/shop and monitor the quality of material, food items and standards of facilities and interiors, exteriors of the premises etc, The Licensee's duty bound to assist/co-operate with the Licensor's officials in this regard. The source of procurement for raw materials, food items etc will also have to be divulged to the officials of Licensor whenever asked.
33. The licensee shall not place or permit placement of any advertisement, notice frames, pictures, decorations, telephones, etc. promoting any individual's location/outlet either in RIE Mysore or any of the place or near the allotted shop/Outlets will not be allowed.
34. Segregation of waste material will also be undertaken by Licensee of outlets/shop as per local rules and regulations. Shop/outlet operators shall collect all garbage in bags/boxes/trolleys permitted for the purpose as per the guidelines of the RIE Mysore. The collected garbage shall be kept at identified collection points. Failure to do so will involve termination/cancellation of the License Agreement without any notice. It will also be the responsibility of the Licensee to maintain cleanliness and hygiene in and around their allotted shop/outlet.
35. The Licensee shall not use any sought of shamiana or space occupying things in the premises or occupy the area around the licensed premises in any manner.
36. The Licensee, his/her agents and workers shall observe/perform and comply with all applicable laws/rules and regulations of the shops and Establishment act, Factory Act, Industrial Disputes Act, minimum wages

Act, Labour Laws and the provisions of any statutory law applicable to the Licensee including any rules and regulations made by Licensor or any other Department(s) of Government of Ministry of HRD or administration of RIE Mysore as applicable from time to time to the business which the Licensee is allowed to carry on under this and to the area in which the said premises are located. This also included agreement compliance of laws relating to hygiene, storage, sanitation, cleanliness product quality and disposal of water and waste material etc.

37. Licensee can promote themselves by putting uniform signage only about their outlet name at the licensed premises only and nowhere else.
38. The preparation of premises is also to be carried out by licensee at his own cost after obtaining the approval from RIE Mysore.
39. Licensee should pay Electricity and water charges every month on or before 10th day the month as per consumption without fail.
40. Firm which is going to participate in the above tender is not eligible to participate if the firm has any allegation, in-disciplinary attitudes over the RIE Mysuru and also the close relatives who are indulged with the above are not eligible to participate.
41. The firm which is having any litigation with the RIE Mysuru is not entitled to participate in the any bid/tender of the RIE Mysuru.

1. Eligibility conditions/Check list of technical Bid Documents

Sl no	Particulars	Attached supporting documentary evidence	
		Yes	No
1.	Required Tender Fee (in the form of DD) Rs.500/-(Non-refundable)		
2.	Required earnest Money Deposit (EMD) (In the form of DD) for Rs.2,000/-		
3.	Copy of the PAN either individual or firm.		
4.	Copy of the Aadhaar Card		
5.	Copy of Goods & service tax registration certificate if any /applicable		
6.	Name & address of tenderer's Bank and his current Account No.		
7.	Name & address of the Contract persons to whom all references shall be made by the Council.		
8.	Signature of the bidder or his /her authorised signatory on each page of the Tender document as acceptance of the terms & conditions contained in the tender document.		
9.	An affidavit on a non- judicial stamp paper of Rs-100/- for Non Debarment, Non Black listing of the firm, Non-involvement in any criminal caseses.		
10.	Tender Acceptance letter		
11.	The Firm/Company/Vendor should have a minimum experience of two years in the field of running concerned shop and stall.		

**To,
The Principal
Regional Institute of Education,
Manasagangothri,
Mysore -570006**

Dated:

Sub: Tender Acceptance letter

Sir,

I hereby undertake that I have read & understand the entire tender document & accept and agree to comply with the same. I also accept & agree that any subsequent addendums and corrigendum if issued in this regard I shall comply accordingly.

Signature of the authorised signatory

Of the bidder with seal of firm

An undertaking enclosed at Annexure of the Tender/ Bid document on non-judicial stamp paper of Rs.100

UNDERTAKING

I/We have read and understand the contents of Tender and agree to abide by the terms and conditions of this tender and undertake the following.

1. I/We also confirm that in the event of my/ our tender being accepted, I/we hereby undertake to furnish Performance Security, as mentioned in the bid document.
2. I/We further undertake that none of the Proprietor/ Partners/ Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned/ suspended business dealing. I/We further undertake to report to the Principal Regional Institute of Education Mysore immediately after we are informed but in any case not later than 15days, if any firm in which Proprietor/ Partners/ Directors are proprietor or Director of such a firm which is banned/ suspended in future during the currency of the contract with you.
3. I/We agree that all disputes, if arising related to this tender, shall be within the jurisdiction of courts of Mysore only.
4. I/We undertake that the firm/ company etc has never been blacklisted by any of the Central/ Govt. organisation and no criminal case is pending against the firm/ company.
5. That the information supplied by the firm/ company/ bidder in the bid are true and nothing has been concealed and in case at any stage any information is found false our EMD/ Performance Security can be forfeited and our tender can also be rejected by the Principal Regional institute of Education Mysore.
6. Regional Institute of Education Mysore Authorities may make surprise inspection to ensure proper Quality and nearly sanitation condition.

Date:

Signature of the Tenderer/ Bidder
Name & Designation with
Seal of the Firm/ Company

PROFARMA FOR FINANCIAL BID

To,
The Principal
Regional Institute of Education,
Manasagangothri,
Mysore -570006

Sub: Quotation for allotment of vacant shop in the campus of Regional
Institute of Education Mysore – reg

Sir,

With reference to your Tender No.10-15/2017/C&W on the subject mentioned above, the undersigned have read terms and conditions of the tender & quote the rates as under:

SL No	Title of the Shop	Size	Service to be provided	Minimum rent/license fee to the RIE Mysore which will be revised from time to time.	Bidder rate for the shop to be filled up (Rs.)
1	Ladies Beauty Parlour (Shop No-03)	5x3.4 SQ mtr	Ladies Beauty Parlour	Rs.2500/-	

Note: Further, the bidders whose rates are higher will be allotted the shop. If the rates of two/three bidder are found equal/same, then the shop/stall would be allotted on the discretion of the Principal Regional Institute of Education Mysore.

I/We undertake that if our bid is accepted we will run shops/stall in accordance as specified in the terms and conditions of the tender documents.

I/We undertake that I/We shall furnish the Performances Security within fifteen days after issue of notification of award for an amount of Ten Months Rent in the form of demand draft or Banker's Cheque in an acceptable form from any Nationalised Bank in favour of Principal Regional Institute of Education Mysore payable at Mysore Performance Security shall remain valid for a period of 12 months beyond the date of completion of all contractual obligations of the supplier. No interest will be paid an amount, the same will be refunded when the contract is over and after clearing all dues.

I/We also agree to abide by this bid validity period of 180 days from the date of opening of Technical Bid. It shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

I/We attach here with an affidavit confirming that the information furnished in the Bid is correct to the best of our knowledge and belief.

I/We clarify/ confirm that we comply with the eligibility requirements of the bidding documents till our contract remain in operation/ force.

Dated this _____ day of _____ 2022.

Signature of the Authorised Signatory
of the Bidder with seal of firm

REGIONAL INSTITUTE OF EDUCATION, MYSURU – 570 006

(A Constituent Unit of National Council of Educational Research & Training, New Delhi)

(Campus & Welfare Section)

F.No.3/ST/Various Shops /RIEM/22-23

NOTIFICATION

INVITING SEALED TENDER TECHNICAL AND FINANCIAL FOR ALLOTMENT OF VACANT SHOP **RUNNING OF FRUITES AND VEGETABLES (SHOP NO-4)** IN THE RIE MYSORE BUILDING FROM THE ELIGIBLE FIRMS/INDIVIDUAL /PROPRIETOR WHICH COULD VALID FOR A PERIOD 1 YEAR FROM THE DATE OF OPENING.



Tender Document (Non Transferrable) can be obtained from C& W Section, Regional Institute of Education, Manasagangothri, Mysuru -570 006 on all working days between 10.00am to 4.30 pm by remittance Tender Fee of Rs-500.00 (Rupees – Five hundred only) Non Refundable, by way of demand draft /banker cheque drawn on any (Nationalized Bank) in favor of Principal RIE Mysore.

Complete Tender Documents can also be downloaded from our website www.riemmysore.ac.in reference only and demand draft towards the cost of Tender Document should be submitted along with the tender at the time of submission of Technical Bid, the deprived of tender document of tender document fee will not be considered.

The Principal, RIE Mysore reserve the right to accept or reject any or all bids in part or in full without assigning any reason whatsoever at any stage of Tender.

SL No	Detail Schedule of the Document	Date and Time
01	Date of commencement of Issue of Tender Document	19.10.2022
02	Last date of submission of Sealed Tender(Technical and Financial bid both)	09.11.2022 – 4pm
03	Date of opening of Sealed Tender (Technical Bid)	10.11.2022 - 10:30 am
04	Date of Opening Sealed Tender (Financial Bid)	16.11.2022 -10:30pm
05	Fee for Tender Document (Non refundable)	Rs-500.00 only

Terms and conditions accepted to me

Seal and Signature of the firm

REGIONAL INSTITUTE OF EDUCATION, MYSURU-570 006

(A Constituent Unit of National Council of Educational Research & Training, New Delhi)
(Campus & Welfare Section)

TECHNICAL BID

Reference Tender Notification published in the Institute Website www.riemysore.ac.in

INVITING SEALED TENDER APPLICATION (TECHNICAL AND FINANCIAL) FOR ALLOTMENT OF VACANT SHOP /STALL IN THE RIE MYSORE BUILDING, MYSURU -570 006

01 Name of the Proprietor and registration

Number of the Firm :-----

02 Nationality :-----

03 Name of the Firm :-----

04 Address with pin code and phone No :-----

05 Tender Application Fee Rs-500.00 : DD No-----

Date -----

Name of the Bank -----

06 G.S.T Number :-----

07 PAN Card Number :-----

08 Aadhaar Number: _____

09 Detail of submission of EMD in the form of Demand Draft for Rs-2,000/-

DD No-----

Date -----

EMD from any Nationalized Bank

Name of the Bank -----

10 Rates to be quoted for above shop on paying DD of Rs.2000/- as Bid Security.

Place:

Date:

Terms and conditions accepted to me

Seal and Signature of the Firm

REGIONAL INSTITUTE OF EDUCATION MYSORE 570 006

**No.F.3/ST/Various shops /Campus & Welfare section
National Council of Educational Research and Training
Regional Institute of Education Mysore -570 006**

Tender Notice

Regional Institute of Education Mysore -570006 National Council of Educational Research and Training) is an autonomous body under the Ministry of Education. The RIE Mysore intend to float manual tender for allotment of Running the Fruits and vegetables in the shopping complex of RIE Manasagangothri Mysore -06 The interested firms/ Agencies may personally visit the Campus at RIE Mysore to have the first hand information about the shop /stall located in our Campus and submit their manual bids along with terms and conditions, if any. The contract will initially be valid for a period of 1 year which will be extendable on year to year basis up to 3 years subject to satisfactory reports from residents, students and subsequent approval of the Competent Authority of RIE Mysore.

- 01. The Tender shall be acceptable under two Bid Systems. The interested firms have to submit the Technical Bids and Financial bids offline / Manual Bids in the prescribed preform at the Campus and Welfare section of the Institute on stipulated date and time .**
02. The Earnest Money Deposit / Bid Security of Rs-2000/- (Rupees-Two thousand) only shall be payable in the form of Demand draft drawn in favour of Principal RIE Mysore The Earnest Money Deposit / Bid Security of Rs-2000/- will be refunded to the unsuccessful tenderers/bidders after finalization of the contract. After award of contract the contractor has to deposit 10 months of rent as Security Money/ Performance Security in the shape of an account payee demand draft drawn from any Nationalised Bank in an acceptable form in favour of Principal Regional Institute of Education Mysore payable at Mysore, Performance Security should remain valid 12 months beyond the date of completion of all contractual obligations.
03. The interested parties can inspect the premises between 10 am to 05-00pm on any working day from -19.10.2022 to 07.11.2022 on prior appointment from the Principal, RIE Mysore during Office hours on any working day for ascertaining the job requirements and any other additional information /clarification required by them.
04. All entries in the tender form should be legible and filled clearly.
05. Conditional bids shall not be considered and will be rejected summarily.

06. The Technical Bid shall be opened on the scheduled date and time.
07. The Financial Bids of only those bidders who qualify in the technical bid will be opened after evaluation by the committee constituted for the purpose.
08. No bidding firm will be allowed to withdraw its bids after technical bids have been opened. If any firm intends to withdraw after opening of technical bids its EMD will be forfeited.
09. The Principal RIE Mysore reserve the right to reject any or all the tenders submitted by the bidders at any time or relax/ withdraw/add any of the terms and conditions contained in the TENDER DOCUMENT without assigning any reason thereof.
10. The Tender Documents shall be issued / or downloaded from the Institute website.
11. Any subsequent updates Addendums, Corrigendum etc., if any, will be published only on the RIE Website i.e on www.riemysore.ac.in. The bidders are required to regularly check the websites for any updates.

K.Guruswamy
Section Officer
0821-2511411

General Information for the Bidders

1. Eligibility Conditions

01	Required Tender Fee (in the form of DD)Rs-500/- (Non-refundable)
02	Required EMD (in the form of DD)for Rs-2000/-
03	Copy of the PAN either individual or firm.
04	Copy of Goods & Service Tax Registration Certificate if any applicable.
05	Name & Address of tenderer's Bank and his Current /Saving Account No.
06	Name and Address of the Contact Persons to whom all references shall be made by the Institute
07	Signature of the Bidder of his/her authorised signatory on each page of the Tender Document as acceptance of the terms and conditions contained in the Tender Document.
08	An affidavit on a non- judicial stamp paper of Rs-100/- for Non Debarment , Black listing of the firm.
09	The firm/ Company/ Vendor should have a minimum experience of two years in the field of running concerned shop and stall enclose the experience letter.
10	The bidders intended to participate in the multiple shops bid, should submit the individual DD of Rs.2000/- for each shop stating the name of the shops in the tender document.
11	Tender Document not containing the Tender Fee and Bid Security/ EMD amount will be rejected.

2. Opening of bids :

- (i) The Technical bid shall be opened in the Conference Room of the Institute on stipulated date as shown at page No.1.
- (ii) Financial bids of only those bidders who qualify in the Technical Bid will be opened after evaluation by the tender opening committee.

3. Validity of Bid

- i) The bid shall remain valid for 90 days after the date of opening of bids: A bid valid for a shorter period shall be rejected by RIE Mysore as non-responsive.
- ii) The Principal RIE Mysore may, as its discretion, request the bidder for extension of period of bid validity. The request and responses thereto shall be made in writing in such eventuality of the extension of the bid validity, the valid of bid security provided shall also be suitably extended. However, modification in Bid will not be allowed at any stage.

4. Earnest Money Deposit

- i) EMD amount will be accepted in the form of Demand Draft drawn in favour The Principal Regional Institute of Education, Mysore. The Bid without EMD is liable to be summarily rejected in the following cases.
 - a. if the Bidder withdraws his/her bid during the period of bid validity; or
 - b. in case the successful Bidder refuses to sign the Agreement ; or
 - c. If the bidder fails to furnish the Performance Security.
- ii) EMD will be refunded to the unsuccessful bidders within sixty days from the date of issue of award letter to the successful bidder and no interest would be paid thereon.

5) Performance Security

After award of contract the contractor has to deposit 10 months of the rent Security Money/ Performance Security in the shape of an account payee demand draft/ bank guarantee/FDR from any Nationalised bank in an acceptable form in favour of The Principal RIE Mysore payable at Mysore. Performance Security should remain valid for 12 months beyond the date of completion of all contractual obligations.

Performance Security will be discharged after completion of contractor's performance obligation under the contract. The above Security Deposit will be liable to be forfeited during the period of contract, in case breach of any terms & conditions of the contracting contractor or failure to provide any services under the contract or loss results from contractor's failure and breach of obligation under the contract.

6) Period of contract

The contract will be initially valid for a period of 1 year which will be extendable on year to year basis up to 3 years subject to satisfactory reports from residents and subsequent approval of the Competent Authority of the Regional Institute of Education Mysore.

07. Acceptance / Termination Bid

The Principal Regional Institute of Education Mysore reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of The Principal RIE Mysore.

08. Evaluation

1. Principal Regional Institute of Education Mysore shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed and whether bids are generally in order.
2. If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, RIE Mysore will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bid document without material deviation. A bid determined as substantially non-responsive will be rejected by the Principal RIE Mysore.
3. The evaluation will be based on financial offer made by the various bidders based on the total of all rates quoted and other merits of the offer.
4. Through the evaluation will be based on the highest total amount quoted in the Financial Bid and will considered for placement of offer. The contract will be awarded to highest bidder.

9. Award of contract

- a) The issue of a work order shall construe the intention of the RIE Mysore to enter in to contract with the successful bidder.
- b) The successful bidder shall within 15 days of issue of the order, give his/her acceptance along with performance security and sign the contract with RIE Mysore.

10. Signing of contract

The signing of contract shall construe the award of contract to the bidder. Upon successful bidder signing the contract, the RIE shall discharge the bid security. Failure of the Successful bidder to comply with the signing requirement shall constitute the sufficient ground for the cancellation of the award and forfeiture of the bid security, in that situation the RIE Mysore, as at its discretion award the work to other bidder or call for fresh bids.

11. Relaxation/modification in tender: Regional Institute of Education Mysore reserves the right to:

- Relax the tender conditions at any stage. If considered necessary for the purpose of finalizing the contract in overall interest of RIE Mysore.
- Re- tender or modify the terms and conditions of the tender. It also reserves the right to negotiate the rates with the bidder.

-Accept or reject any or all of the financial bids in part or in full, irrespective or their being the higher, without assigning any reasons.

12. TERMINATION OF CONTRACT -VACANT PASSION ETC

- I) The RIE Mysuru reserves the right to terminate the contract at any time after giving one month's notice without assigning any reason. The decision of The Principal Regional Institute of Education in this regard shall be final and binding on the contractor.
- II) The contractor shall give one month's notice to the Licensor in case he/she intends to vacate the premises.
- III) The contractor will on expiry of the period of the contract, peacefully and quietly hand over possession of the premises to the Licensor without raising any dispute whatsoever.
- IV) The contractor shall not put up any permanent structure or make any alterations or additions in the premises without the prior consent in writing of the Principal, RIE Mysuru.
- V) The contractor will be at liberty to remove all the movable articles brought by the contractor in the premises during the continuances of the contract, before delivering possession of the premises.
- VI) In case of loss or damage caused to any of the fixture etc. Provided by the Principal, RIE Mysore the cost therefore shall be recovered from the contractor and the same shall be deducted from the Security Deposit.
- VII) If the contractor commits breach of any of the aforesaid terms and conditions, the contract will stand terminated forthwith.
- VIII) The firm competing in the Tender must produce a relevant trade certificate from the authority.
- IX) In case of the contractor going in liquidation, the contract shall be treated as cancelled and legal heirs/ representatives or successors of the licensee shall not be entitled to claim any right over the licensed premises.

13. An opportunity to the dependant of NCERT staff is given to participate in the bid to all the shop/stall.

14. Statutory Obligations

A) The successful bidder/ contractor will meet all the statutory requirements obtain all necessary licenses or other approval if any required for running the shops/stall under the relevant acts and he/she will be responsible for all the consequences for not obtaining such licences as required by the law from time to time and will have to submit the certified photocopy of the same to the RIE Mysore and any other laws, rules, regulation, guidelines etc. that may be applicable from time to time or that may be introduced by the Central/State Government or Municipal/Local Self Government authorities subsequent to the date of this agreement.

B) The contractor shall keep the RIE Mysore indemnified from all acts of omissions, defaults, breaches and or any claims damages, loss or injury and expenses to which RIE Mysore may be put to or involved as a result of Contractor's failure to fulfil any of the obligations hereunder and/or under statutes and /or any bye Laws or rules framed thereunder or any of them.

RIE Mysore shall be entitled to recover any losses or expenses which may have to suffer or incur on account of such claims, demands loss or injury from the Security Deposit/ performance deposit of the contractor without prejudice to its any other rights under the law.

Principal RIE Mysore will not be liable for any act or breach or omission by the contractors in regard to the statutory obligations whatsoever and shall in no case be responsible or liable in case of dispute, prosecution or awards made by Court of Law or other Govt agencies.

In case of any accident arising out of and in the course of this agreement, RIE Mysore will not be responsible for payment of any compensation or under any other law. It will be the sole responsibility of the contractor for payment towards the loss or compensation whatsoever. The person engaged by contractor shall be treated, as Contractor's own employees and can claim no privileges from RIE Mysore. The Sole responsibility any legal or financial implication would rest with the contractor. The Contractor will be directly responsible for administration of his/her employees as regards their wages, uniforms, general discipline and courteous behaviour.

C) The Contractor will have to obtain general insurance against risk, fire accident for his /her belongings etc. and provide a copy of the same to RIE Mysore.

D) All the taxes/levies/fee charges payable to Government. Department. /Local bodies shall be paid by the contractor & no claim whatsoever shall be paid by the Regional Institute of Education Mysore.

16. Resolutions of Disputes

The allotment is made as per the Public Premises Act, therefore dispute between the parties shall be decided as per the Public Premises (Eviction of Unauthorised Occupants) Act, 1971.

17. BID Submission:

- a.** The bidder should submit the technical and financial bid on date mentioned in the page No.1 in sealed condition with separate envelopes covers super scribing as bid for running the **Running Fruits and Vegetable shop (Shop No-4) Addressed to Principal Regional Institute of Education Mysore.**
- b.** The bidder should submit Technical Bid with DDs and required documents in Technical bid, financial bid contains only rates, if rates found except Financial bid the bid will be summarily rejected.
- c.** The bidder should neatly and correctly specify on the outer cover Bid for running the **Running Fruits and Vegetable shop (Shop No-4).**

**K.Guruswamy
Section Officer
0821-2511411**

SPECIFICATIONS, TERMS AND CONDITIONS

01. The firm/Company/Vendor should have a minimum experience of two years in the field of running concerned shop and stall.
- 02 In case of non-eviction of shops/stalls after permitted period, the Regional Institute of Education Mysore may take a decision to charge double rent from the allot with initiation of legal actions as per PP Act.
- 03 The 5% rent shall be enhanced on every year on subsequent year contract renewal one year at once up to 3 years.
- 04 If a licensee does not pay rent on or before 10th day of the each month, a penalty of 5% per month on total outstanding is to be levied upon to allottee.
- 05 If licensee vacates the shop/stall before permitted period of one year, the security money will be forfeited.
- 06 The bidder whose rates are higher will be allotted the shop. If the rates of two/three bidder are found equal/same, then the shop/stall would be allotted on the discretion of the Principal RIE Mysore.
- 07 Minimum Rent/License Fee of these shops fixed @Rs.2500/- per month which will be revised from time to time.
- 08 This bids should be accompanied by an Earnest Money Deposit of Rs.2000/- (Rupees: Two thousand only) and tender cost of Rs.500/- (Rupees Five Hundred only) in the form of demand draft, Bankers Cheque from any of the Nationalised Bank in an acceptable form in favour of the Principal, RIE Mysore. The validity of the Bid Security shall be for a period of 90 days.
- 09 The successful bidder shall within 15 days of issue order, give his/her acceptance, sign the contract with the RIE Mysore along with performance security of Ten months' rent in form of an account payee demand draft , Bankers cheque from a Nationalised Bank acceptable form, in favour of the Principal, RIE Mysore, payable at RIE Mysore. Performance Security should remain valid for 180 days beyond the date of completion of all contractual obligations. Bid security should be returned to the successful bidder on receipt of performance security.
- 10 The licensee will not be permitted to authorize any sub-contractor or any other firm to run the shops/stall allotted to him/her.
- 11 The licensee shall be in-touch with C&W section on regular basis and will also maintain his/her own register for attending any complaints/suggestions from residents/students & customers.
- 12 The Principal Regional Institute of Education Mysore reserves the right to terminate the licence by giving one month's notice.
- 13 The allotment is made as per the Public Premises Act. Dispute between the parties shall be decided as per the public premises (Eviction of Unauthorized Occupants) Act, 1971.
- 14 Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.

- 15 Only one authorized representative will be allowed to attend the opening of Tenders (Technical & Financial) on presenting a letter Head of the firm which is authorised.
- 16 After examination of the technical bid and price bid, the tender committee will have discretion to allot shop to the contractor, if the rates of the bidders are found same, it would be discretion of the committee to allot the shop.
- 17 The Tender Committee reserves the right to reject any tender or all tenders without assigning any reasons thereof with the approval of the competent authority.
- 18 All the firms participating in the Tender must attach a list of their owners/partners etc and a Certificate to the effect that the firm is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the firm or its owner or partners anywhere in India be attached with technical bid on non judicial stamp paper by the Notary or by the CAO of the firm.
- 19 The tender will be rejected straightway without assigning any reason of the applicant/firm involves in any criminal cases, declared black listed by any Govt./Semi govt. department/agencies etc.
- 20 In case of violation of any clause of contract/agreement deed, the explanation of the licensee can be called by issuing show cause notice, if the reply is not found satisfactory. Security money can be forfeited in full or as to be decided by the Principal RIE Mysore as well as action for blacklisting can also be taken prior to taking any legal action.
- 21 The firm will have to submit a photo copy of PAN card of the firm/individual. However, if the firm is proprietorship the proper evidence of the firm should be registered with Govt agency in this regard relevant document is also to be enclosed with the technical bid.
- 22 The Licensee shall, at its own cost and expenses, put up firefighting equipment, fitting etc. Such fixtures/fittings/items, the removal of which premises or on termination/cancellation etc. affect the building; its interior aesthetics etc. cannot be removed/taken/away by the Licenses at the time of vacation of the licensed contract/ completion of the License Period.
- 23 This will be only a License Agreement and the Licensee has no right on the land of the licensed premises.
- 24 The Licensed premises are public premises as defined in the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and fall within the jurisdiction of Mysore.
- 25 The Licensee shall be responsible for the maintenance, high standard of cleanliness and proper repairs of the premises and also for repair and maintenance of fixtures, fitting and additional facilities such as electricity, water. The Licensee shall also ensure sanitation, prevention of infectious

diseases, control and prevention of nuisance from insects, rodents, or any other source etc.

- 26 The Licensee shall give special attention to the manner in which his employees receive visitors and render service ensuring good hospitality, congenial and pleasant atmosphere. Special care shall be taken for the employee's health and to ensure that all the workers/employees employed in the premises are medically fit and that they do not suffer from any contagious, loathsome or infectious disease. In this regard a certificate duly certified by an RMP (Register Medical Practitioner) in respect of each employee.
- 27 The timing of the shop/stalls in shopping complex RIEM will not be 24 hours. The licensed premises shall not be used for residential purposes.
- 28 The Licensee shall ensure the items sold/served from the premises are of requisite hygiene and quality standards and conform to the provisions of the prevention of Food Adulteration Act, 1954 and any other guidelines, regulation, standards, etc. issued by Authorities concerned from time to time.
- 29 A rate list must be displayed at prominent places in the respective outlet, No hand bills/stickers are allowed to be put anywhere in the premises or outside.
- 30 Deviation from approved trade for which licensee has been granted will be treated a violation of License Agreement and the license shall be terminated immediately.
- 31 The sale/serving or promotion of alcoholic beverages and serving of Non vegetarian food is strictly prohibited.
- 32 Officials of the Licensor may, at any time, enter the licensed premises/shop and monitor the quality of material, food items and standards of facilities and interiors, exteriors of the premises etc, The Licensee's duty bound to assist/co-operate with the Licensor's officials in this regard. The source of procurement for raw materials, food items etc will also have to be divulged to the officials of Licensor whenever asked.
- 33 The licensee shall not place or permit placement of any advertisement, notice frames, pictures, decorations, telephones, etc. promoting any individual's location/outlet either in RIE Mysore or any of the place or near the allotted shop/Outlets will not be allowed.
- 34 Segregation of waste material will also be undertaken by Licensee of outlets/shop as per local rules and regulations. Shop/outlet operators shall collect all garbage in bags/boxes/trolleys permitted for the purpose as per the guidelines of the RIE Mysore. The collected garbage shall be kept at identified collection points. Failure to do so will involve termination/cancellation of the License Agreement without any notice. It will also be the responsibility of the Licensee to maintain cleanliness and hygiene in and around their allotted shop/outlet.
- 35 The Licensee shall not use any sought of shamiana or space occupying things in the premises or occupy the area around the licensed premises in any manner.
- 36 The Licensee, his/her agents and workers shall observe/perform and comply with all applicable laws/rules and regulations of the shops and Establishment act, Factory Act, Industrial Disputes Act, minimum wages Act, Labour Laws

and the provisions of any statutory law applicable to the Licensee including any rules and regulations made by Licensor or any other Department(s) of Government of Ministry of HRD or administration of RIE Mysore as applicable from time to time to the business which the Licensee is allowed to carry on under this and to the area in which the said premises are located. This also included agreement compliance of laws relating to hygiene, storage, sanitation, cleanliness product quality and disposal of water and waste material etc.

- 37 Licensee can promote themselves by putting uniform signage only about their outlet name at the licensed premises only and nowhere else.
- 38 The preparation of premises is also to be carried out by licensee at his own cost after obtaining the approval from RIE Mysore.
- 39 Licensee should pay Electricity and water charges every month on or before 10th day the month as per consumption without fail.
- 40 Firm which is going to participate in the above tender is not eligible to participate if the firm has any allegation, in-disciplinary attitudes over the RIE Mysuru and also the close relatives who are indulged with the above are not eligible to participate.
- 41 The firm which is having any litigation with the RIE Mysuru is not entitled to participate in the any bid/tender of the RIE Mysuru.

1. Eligibility conditions/Check list of technical Bid Documents

Sl no	Particulars	Attached supporting documentary evidence	
		Yes	No
1.	Required Tender Fee (in the form of DD) Rs.500/- (Non-refundable)		
2.	Required earnest Money Deposit (EMD) (In the form of DD) for Rs.2,000/-		
3.	Copy of the PAN either individual or firm.		
4.	Copy of Aadhaar Card		
5.	Copy of Goods & service tax registration certificate if any /applicable		
6.	Name & address of tenderer's Bank and his current Account No.		
7.	Name & address of the Contract persons to whom all references shall be made by the Council.		
8.	Signature of the bidder or his /her authorised signatory on each page of the Tender document as acceptance of the terms & conditions contained in the tender document.		
9.	An affidavit on a non-judicial stamp paper of Rs. 100/- for Nonblack listing, debarment of the firm.		
10.	Tender Acceptance letter		
11.	The Firm/Company/Vendor should have a minimum experience of two years in the field of running concerned shop and stall.		

**To,
The Principal
Regional Institute of Education,
Manasagangothri,
Mysore -570006**

Dated:

Sub: Tender Acceptance letter

Sir,

I hereby undertake that I have read & understand the entire tender document & accept and agree to comply with the same. I also accept & agree that any subsequent addendums and corrigendum if issued in this regard I shall comply accordingly.

Signature of the authorised signatory
Of the bidder with seal of firm

An undertaking enclosed at Annexure of the Tender/ Bid document on non-judicial stamp paper of Rs.100

UNDERTAKING

I/We have read and understand the contents of Tender and agree to abide by the terms and conditions of this tender and undertake the following.

01. I/We also confirm that in the event of my/ our tender being accepted, I/we hereby undertake to furnish Performance Security, as mentioned in the bid document.
02. I/We further undertake that none of the Proprietor/ Partners/ Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned/ suspended business dealing. I/We further undertake to report to the Principal Regional Institute of Education Mysore immediately after we are informed but in any case not later than 15days, if any firm in which Proprietor/ Partners/ Directors are proprietor or Director of such a firm which is banned/ suspended in future during the currency of the contract with you.
03. I/We agree that all disputes, if arising related to this tender, shall be within the jurisdiction of courts of Mysore only.
04. I/We undertake that the firm/ company etc has never been blacklisted by any of the Central/ Govt. organisation and no criminal case is pending against the firm/ company.
05. That the information supplied by the firm/ company/ bidder in the bid are true and nothing has been concealed and in case at any stage any information is found false our EMD/ Performance Security can be forfeited and our tender can also be rejected by the Principal Regional institute of Education Mysore.
06. Regional Institute of Education Mysore Authorities may make surprise inspection to ensure proper Quality and nearly sanitation condition.

Date:

Company

Signature of the Tenderer/ Bidder
Name: Designation with seal of the Firm/

PROFARMA FOR FINANCIAL BID

To,
The Principal
Regional Institute of Education,
Manasagangothri,
Mysore -570006

Sub: Quotation for allotment of vacant shop in the campus of Regional
Institute of Education Mysore - reg

Sir,

With reference to your Tender No.10-15/2017/C&W on the subject mentioned above, the undersigned have read terms and conditions of the tender & quote the rates as under:

SL No	Title of the Shop	Size	Service to be provided	Minimum rent/license fee to the RIE Mysore which will be revised from time to time.	Bidder rate for the shop to be filled up (Rs.)
1	Running Fruits and Vegetable shop (Shop No-4)	5x3.4 SQ mtr	Running Fruits and Vegetable shop (Shop No-4)	Rs.2500/-	

Note: Further, the bidders whose rates are higher will be allotted the shop. If the rates of two/three bidder are found equal/same, then the shop/stall would be allotted on the discretion of the Principal Regional Institute of Education Mysore.

I/We undertake that if our bid is accepted we will run shops/stall in accordance as specified in the terms and conditions of the tender documents.

I/We undertake that I/We shall furnish the Performances Security within fifteen days after issue of notification of award for an amount of Ten Months Rent in the form of demand draft or Banker's Cheque in an acceptable form from any Nationalised Bank in favour of Principal Regional Institute of Education Mysore payable at Mysore Performance Security shall remain valid for a period of 12 months beyond the date of completion of all contractual obligations of the supplier. No interest will be paid an amount, the same will be refunded when the contract is over and after clearing all dues.

I/We also agree to abide by this bid validity period of 180 days from the date of opening of Technical Bid. It shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

I/We attach here with an affidavit confirming that the information furnished in the Bid is correct to the best of our knowledge and belief.

I/We clarify/ confirm that we comply with the eligibility requirements of the bidding documents till our contract remain in operation/ force.

Dated this _____ day of _____ 2022.

Signature of the Authorised Signatory
of the Bidder with seal of firm

REGIONAL INSTITUTE OF EDUCATION, MYSURU - 570 006
(A Constituent Unit of National Council of Educational Research & Training, New Delhi)

(Campus & Welfare Section)

F.No.3/ST/Various Shops /RIEM/22-23

NOTIFICATION

INVITING SEALED TENDER TECHNICAL AND FINANCIAL FOR ALLOTMENT OF VACANT SHOP FOR **GENTS SALOON (SHOP NO-5)** IN THE RIE MYSORE BUILDING FROM THE ELIGIBLE FIRMS/INDIVIDUAL /PROPRIETOR WHICH COULD VALID FOR A PERIOD 1 YEAR FROM THE DATE OF OPENING.



Tender Document (Non Transferrable) can be obtained from C& W Section, Regional Institute of Education, Manasagangothri, Mysuru -570 006 on all working days between 10.00am to 4.30 pm by remittance Tender Fee of Rs-500.00 (Rupees - Five hundred only) Non Refundable, by way of demand draft /banker cheque drawn on any (Nationalized Bank) in favor of Principal RIE Mysore.

Complete Tender Documents can also be downloaded from our website www.riemmysore.ac.in reference only and demand draft towards the cost of Tender Document should be submitted along with the tender at the time of submission of Technical Bid, the deprived of tender document of tender document fee will not be considered.

The Principal, RIE Mysore reserve the right to accept or reject any or all bids in part or in full without assigning any reason whatsoever at any stage of Tender.

SL No	Detail Schedule of the Document	Date and Time
01	Date of commencement of Issue of Tender Document	19.10.2022
02	Last date of submission of Sealed Tender(Technical and Financial bid both)	09.11.2022 - 4pm
03	Date of opening of Sealed Tender (Technical Bid)	10.11.2022 - 10:30 pm
04	Date of Opening Sealed Tender (Financial Bid)	16.11.2022 -10:30am
05	Fee for Tender Document (Non refundable)	Rs-500.00 only

Terms and conditions accepted to me

Seal and Signature of the firm

REGIONAL INSTITUTE OF EDUCATION, MYSURU-570 006

(A Constituent Unit of National Council of Educational Research & Training, New Delhi)
(Campus & Welfare Section)

TECHNICAL BID

Reference Tender Notification published in the Institute Website www.riemysore.ac.in

INVITING SEALED TENDER APPLICATION (TECHNICAL AND FINANCIAL) FOR
ALLOTMENT OF VACANT SHOP /STALL IN THE RIE MYSORE BUILDING,
MYSURU -570 006

01 Name of the Proprietor and registration

Number of the Firm :-----

02 Nationality :-----

03 Name of the Firm :-----

04 Address with pin code and phone No :-----

05 Tender Application Fee Rs-500.00 : DD No-----

Date -----

Name of the Bank -----

06 G.S.T Number :-----

07 PAN Card Number :-----

08 Aadhaar Card Number: _____

09 Detail of submission of EMD in the form of Demand Draft for Rs-2,000/-

DD No-----

Date -----

EMD from any Nationalized Bank

Name of the Bank -----

10. Rates to be quoted for above shop on paying DD of Rs.2000/- as Bid Security.

Place:

Date:

Terms and conditions accepted to me

Seal and Signature of the Firm

REGIONAL INSTITUTE OF EDUCATION MYSORE 570 006

**No.F.3/ST/Various shops/Campus & Welfare section
National Council of Educational Research and Training
Regional Institute of Education Mysore -570 006**

Tender Notice

Regional Institute of Education Mysore -570006 National Council of Educational Research and Training) is an autonomous body under the Ministry of Education. The RIE Mysore intend to float manual tender for allotment of Running the Gents Saloon in the shopping complex of RIE Manasagangothri Mysore -06 The interested firms/ Agencies may personally visit the Campus at RIE Mysore to have the first hand information about the shop /stall located in our Campus and submit their manual bids along with terms and conditions, if any. The contract will initially be valid for a period of 1 year which will be extendable on year to year basis up to 3 years subject to satisfactory reports from residents, students and subsequent approval of the Competent Authority of RIE Mysore.

- 01. The Tender shall be acceptable under two Bid Systems. The interested firms have to submit the Technical Bids and Financial bids offline / Manual Bids in the prescribed proforma at the Campus and Welfare section of the Institute on stipulated date and time .**
02. The Earnest Money Deposit / Bid Security of Rs-2000/- (Rupees-Two thousand) only shall be payable in the form of Demand draft drawn in favour of Principal RIE Mysore The Earnest Money Deposit / Bid Security of Rs-2000/- will be refunded to the unsuccessful tenderers/bidders after finalization of the contract. After award of contract the contractor has to deposit 10 months of rent as Security Money/ Performance Security in the shape of an account payee demand draft drawn from any Nationalised Bank in an acceptable form in favour of Principal Regional Institute of Education Mysore payable at Mysore, Performance Security should remain valid 12 months beyond the date of completion of all contractual obligations.
03. The interested parties can inspect the premises between 10 am to 05-00pm on any working day from -19.10.2022 to 07.11.2022 on prior appointment from the Principal, RIE Mysore during Office hours on any working day for ascertaining the job requirements and any other additional information /clarification required by them.
04. All entries in the tender form should be legible and filled clearly.
05. Conditional bids shall not be considered and will be rejected summarily.
06. The Technical Bid shall be opened on the scheduled date and time.

07. The Financial Bids of only those bidders who qualify in the technical bid will be opened after evaluation by the committee constituted for the purpose.
08. No bidding firm will be allowed to withdraw its bids after technical bids have been opened. If any firm intends to withdraw after opening of technical bids its EMD will be forfeited.
09. The Principal RIE Mysore reserve the right to reject any or all the tenders submitted by the bidders at any time or relax/ withdraw/add any of the terms and conditions contained in the TENDER DOCUMENT without assigning any reason thereof.
10. The Tender Documents shall be issued / or downloaded from the Institute website.
11. Any subsequent updates Addendums, Corrigendum etc., if any, will be published only on the RIE Website i.e on www.riemysore.ac.in. The bidders are required to regularly check the websites for any updates.

K.Guruswamy
Section Officer
0821-2511411

General Information for the Bidders

01. Eligibility Conditions

01	Required Tender Fee (in the form of DD)Rs-500/- (Non-refundable)
02	Required EMD (in the form of DD)for Rs-2000/-
03	Copy of the PAN either individual or firm.
04	Copy of Goods & Service Tax Registration Certificate if any applicable.
05	Name & Address of tenderer's Bank and his Current /Saving Account No.
06	Name and Address of the Contact Persons to whom all references shall be made by the Institute
07	Signature of the Bidder of his/her authorised signatory on each page of the Tender Document as acceptance of the terms and conditions contained in the Tender Document.
08	An affidavit on a non- judicial stamp paper of Rs-100/- for Non Debarment , Black listing of the firm.
09	The firm/ Company/ Vendor should have a minimum experience of two years in the field of running concerned shop and stall enclose the experience letter.
10	The bidders intended to participate in the multiple shops bid, should submit the individual DD of Rs.2000/- for each shop stating the name of the shops in the tender document.
11	Tender Document not containing the Tender Fee and Bid Security/ EMD amount will be rejected.

02. Opening of bids :

- (i) The Technical bid shall be opened in the Conference Room of the Institute on stipulated date as shown at page No.1.
- (ii) Financial bids of only those bidders who qualify in the Technical Bid will be opened after evaluation by the tender opening committee.

03. Validity of Bid

- i) The bid shall remain valid for 90 days after the date of opening of bids: A bid valid for a shorter period shall be rejected by RIE Mysore as non-responsive.
- ii) The Principal RIE Mysore may, as its discretion, request the bidder for extension of period of bid validity. The request and responses thereto shall be made in writing in such eventuality of the extension of the bid validity, the valid of bid security provided shall also be suitably extended. However, modification in Bid will not be allowed at any stage.

04. Earnest Money Deposit

- I) EMD amount will be accepted in the form of Demand Draft drawn in favour The Principal Regional Institute of Education, Mysore. The Bid without EMD is liable to be summarily rejected in the following cases.
 - a. if the Bidder withdraws his/her bid during the period of bid validity; or
 - b. in case the successful Bidder refuses to sign the Agreement ; or
 - c. If the bidder fails to furnish the Performance Security.
- II) EMD will be refunded to the unsuccessful bidders within sixty days from the date of issue of award letter to the successful bidder and no interest would be paid thereon.

05. Performance Security

After award of contract the contractor has to deposit 10 months of the rent Security Money/ Performance Security in the shape of an account payee demand draft/ bank guarantee/FDR from any Nationalised bank in an acceptable form in favour of The Principal RIE Mysore payable at Mysore. Performance Security should remain valid for 12 months beyond the date of completion of all contractual obligations.

Performance Security will be discharged after completion of contractor's performance obligation under the contract. The above Security Deposit will be liable to be forfeited during the period of contract, in case breach of any terms & conditions of the contracting contractor or failure to provide any services under the contract or loss results from contractor's failure and breach of obligation under the contract.

06. Period of contract

The contract will be initially valid for a period of 1 year which will be extendable on year to year basis up to 3 years subject to satisfactory reports from residents and subsequent approval of the Competent Authority of the Regional Institute of Education Mysore.

7. Acceptance / Termination Bid

The Principal Regional Institute of Education Mysore reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of The Principal RIE Mysore.

8. Evaluation

1. Principal Regional Institute of Education Mysore shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed and whether bids are generally in order.
2. If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, RIE Mysore will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bid document without material deviation. A bid determined as substantially non - responsive will be rejected by the Principal RIE Mysore.
3. The evaluation will be based on financial offer made by the various bidders based on the total of all rates quoted and other merits of the offer.
4. Through the evaluation will be based on the highest total amount quoted in the Financial Bid and will considered for placement of offer. The contract will be awarded to highest bidder.

9. Award of contract

- a) The issue of a work order shall construe the intention of the RIE Mysore to enter in to contract with the successful bidder.
- b) The successful bidder shall within 15 days of issue of the order, give his/her acceptance along with performance security and sign the contract with RIE Mysore.

10. Signing of contract

The signing of contract shall construe the award of contract to the bidder. Upon successful bidder signing the contract, the RIE shall discharge the bid security. Failure of the Successful bidder to comply with the signing requirement shall constitute the sufficient ground for the cancellation of the award and forfeiture of the bid security, in that situation the RIE Mysore, as at its discretion award the work to other bidder or call for fresh bids.

11. Relaxation/modification in tender: Regional Institute of Education Mysore reserves the right to:

-Relax the tender conditions at any stage. If considered necessary for the purpose of finalizing the contract in overall interest of RIE Mysore.

-Re- tender or modify the terms and conditions of the tender. It also reserves the right to negotiate the rates with the bidder.

-Accept or reject any or all of the financial bids in part or in full, irrespective of their being the higher, without assigning any reasons.

12. TERMINATION OF CONTRACT -VACANT PASSION ETC

- I) The RIE Mysuru reserves the right to terminate the contract at any time after giving one month's notice without assigning any reason. The decision of The Principal Regional Institute of Education in this regard shall be final and binding on the contractor.
- II) The contractor shall give one month's notice to the Licensor in case he/she intends to vacate the premises.
- III) The contractor will on expiry of the period of the contract, peacefully and quietly hand over possession of the premises to the Licensor without raising any dispute whatsoever.
- IV) The contractor shall not put up any permanent structure or make any alterations or additions in the premises without the prior consent in writing of the Principal, RIE Mysuru.
- V) The contractor will be at liberty to remove all the movable articles brought by the contractor in the premises during the continuance of the contract, before delivering possession of the premises.
- VI) In case of loss or damage caused to any of the fixture etc. Provided by the Principal, RIE Mysore the cost therefore shall be recovered from the contractor and the same shall be deducted from the Security Deposit.
- VII) If the contractor commits breach of any of the aforesaid terms and conditions, the contract will stand terminated forthwith.
- VIII) The firm competing in the Tender must produce a relevant trade certificate from the authority.
- IX) In case of the contractor going in liquidation, the contract shall be treated as cancelled and legal heirs/ representatives or successors of the licensee shall not be entitled to claim any right over the licensed premises.

13. An opportunity to the dependant of NCERT staff is given to participate in the bid to all the shop/stall.

14. Statutory Obligations

A) The successful bidder/ contractor will meet all the statutory requirements obtain all necessary licenses or other approval if any required for running the shops/stall under the relevant acts and he/she will be responsible for all the consequences for not obtaining such licences as required by the law from time to time and will have to submit the certified photocopy of the same to the RIE Mysore and any other laws, rules, regulation, guidelines etc. that may be applicable from time to time or that may be introduced by the Central/State Government or Municipal/Local Self Government authorities subsequent to the date of this agreement.

B) The contractor shall keep the RIE Mysore indemnified from all acts of omissions, defaults, breaches and or any claims damages, loss or injury and expenses to which RIE Mysore may be put to or involved as a result of Contractor's failure to fulfil any of the obligations hereunder and/or under statutes and /or any bye Laws or rules framed thereunder or any of them.

RIE Mysore shall be entitled to recover any losses or expenses which may have to suffer or incur on account of such claims, demands loss or injury from the Security Deposit/ performance deposit of the contractor without prejudice to its any other rights under the law.

Principal RIE Mysore will not be liable for any act or breach or omission by the contractors in regard to the statutory obligations whatsoever and shall in no case be responsible or liable in case of dispute, prosecution or awards made by Court of Law or other Govt agencies.

In case of any accident arising out of and in the course of this agreement, RIE Mysore will not be responsible for payment of any compensation or under any other law. It will be the sole responsibility of the contractor for payment towards the loss or compensation whatsoever. The person engaged by contractor shall be treated, as Contractor's own employees and can claim no privileges from RIE Mysore. The Sole responsibility any legal or financial implication would rest with the contractor. The Contractor will be directly responsible for administration of his/her employees as regards their wages, uniforms, general discipline and courteous behaviour.

C) The Contractor will have to obtain general insurance against risk, fire accident for his /her belongings etc. and provide a copy of the same to RIE Mysore.

D) All the taxes/levies/fee charges payable to Government. Department. /Local bodies shall be paid by the contractor & no claim whatsoever shall be paid by the Regional Institute of Education Mysore.

16. Resolutions of Disputes

The allotment is made as per the Public Premises Act, therefore dispute between the parties shall be decided as per the Public Premises (Eviction of Unauthorised Occupants) Act, 1971.

17. BID Submission:

- a.** The bidder should submit the technical and financial bid on date mentioned in the page No.1 in sealed condition with separate envelopes covers super scribing as bid for **GENTS SALOON (Shop No-5) Addressed to Principal Regional Institute of Education Mysore.**
- b.** The bidder should submit Technical Bid with DDs and required documents in Technical bid, financial bid contains only rates, if rates found except Financial bid the bid will be summarily rejected.
- c.** The bidder should neatly and correctly specify on the outer cover Bid for running the **GENTS SALOON (Shop No-5).**

K.Guruswamy
Section Officer
0821-2511411

SPECIFICATIONS, TERMS AND CONDITIONS

01. The firm/Company/Vendor should have a minimum experience of two years in the field of running concerned shop and stall.
- 02 In case of non-eviction of shops/stalls after permitted period, the Regional Institute of Education Mysore may take a decision to charge double rent from the allot with initiation of legal actions as per PP Act.
- 03 The 5% rent shall be enhanced on every year on subsequent year contract renewal one year at once up to 3 years.
- 04 If a licensee does not pay rent on or before 10th day of the each month, a penalty of 5% per month on total outstanding is to be levied upon to allottee.
- 05 If licensee vacates the shop/stall before permitted period of one year, the security money will be forfeited.
- 06 The bidder whose rates are higher will be allotted the shop. If the rates of two/three bidder are found equal/same, then the shop/stall would be allotted on the discretion of the Principal RIE Mysore.
- 07 Minimum Rent/License Fee of these shops fixed @Rs.2500/- per month which will be revised from time to time.
- 08 This bids should be accompanied by an Earnest Money Deposit of Rs.2000/- (Rupees: Two thousand only) and tender cost of Rs.500/- (Rupees Five Hundred only) in the form of demand draft, Bankers Cheque from any of the Nationalised Bank in an acceptable form in favour of the Principal, RIE Mysore. The validity of the Bid Security shall be for a period of 90 days.
- 09 The successful bidder shall within 15 days of issue order, give his/her acceptance, sign the contract with the RIE Mysore along with performance security of Ten months' rent in form of an account payee demand draft , Bankers cheque from a Nationalised Bank acceptable form, in favour of the Principal, RIE Mysore, payable at RIE Mysore. Performance Security should remain valid for 180 days beyond the date of completion of all contractual obligations. Bid security should be returned to the successful bidder on receipt of performance security.
- 10 The licensee will not be permitted to authorize any sub-contractor or any other firm to run the shops/stall allotted to him/her.
- 11 The licensee shall be in-touch with C&W section on regular basis and will also maintain his/her own register for attending any complaints/suggestions from residents/students & customers.
- 12 The Principal Regional Institute of Education Mysore reserves the right to terminate the licence by giving one month's notice.
- 13 The allotment is made as per the Public Premises Act. Dispute between the parties shall be decided as per the public premises (Eviction of Unauthorized Occupants) Act, 1971.
- 14 Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.

- 15 Only one authorized representative will be allowed to attend the opening of Tenders (Technical & Financial) on presenting a letter Head of the firm which is authorised.
- 16 After examination of the technical bid and price bid, the tender committee will have discretion to allot shop to the contractor, if the rates of the bidders are found same, it would be discretion of the committee to allot the shop.
- 17 The Tender Committee reserves the right to reject any tender or all tenders without assigning any reasons thereof with the approval of the competent authority.
- 18 All the firms participating in the Tender must attach a list of their owners/partners etc and a Certificate to the effect that the firm is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the firm or its owner or partners anywhere in India be attached with technical bid on non judicial stamp paper by the Notary or by the CAO of the firm.
- 19 The tender will be rejected straightway without assigning any reason of the applicant/firm involves in any criminal cases, declared black listed by any Govt./Semi govt. department/agencies etc.
- 20 In case of violation of any clause of contract/agreement deed, the explanation of the licensee can be called by issuing show cause notice, if the reply is not found satisfactory. Security money can be forfeited in full or as to be decided by the Principal RIE Mysore as well as action for blacklisting can also be taken prior to taking any legal action.
- 21 The firm will have to submit a photo copy of PAN card of the firm/individual. However, if the firm is proprietorship the proper evidence of the firm should be registered with Govt agency in this regard relevant document is also to be enclosed with the technical bid.
- 22 The Licensee shall, at its own cost and expenses, put up firefighting equipment, fitting etc. Such fixtures/fittings/items, the removal of which premises or on termination/cancellation etc. affect the building; its interior aesthetics etc. cannot be removed/taken/away by the Licenses at the time of vacation of the licensed contract/ completion of the License Period.
- 23 This will be only a License Agreement and the Licensee has no right on the land of the licensed premises.
- 24 The Licensed premises are public premises as defined in the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and fall within the jurisdiction of Mysore.
- 25 The Licensee shall be responsible for the maintenance, high standard of cleanliness and proper repairs of the premises and also for repair and maintenance of fixtures, fitting and additional facilities such as electricity, water. The Licensee shall also ensure sanitation, prevention of infectious diseases, control and prevention of nuisance from insects, rodents, or any other source etc.
- 26 The Licensee shall give special attention to the manner in which his employees receive visitors and render service ensuring good hospitality, congenial and pleasant atmosphere. Special care shall be taken for the employee's health and to ensure that all the workers/employees employed

in the premises are medically fit and that they do not suffer from any contagious, loathsome or infectious disease. In this regard a certificate duly certified by an RMP (Register Medical Practitioner) in respect of each employee.

- 27 The timing of the shop/stalls in shopping complex RIEM will not be 24 hours. The licensed premises shall not be used for residential purposes.
- 28 The Licensee shall ensure the items sold/served from the premises are of requisite hygiene and quality standards and conform to the provisions of the prevention of Food Adulteration Act, 1954 and any other guidelines, regulation, standards, etc. issued by Authorities concerned from time to time.
- 29 A rate list must be displayed at prominent places in the respective outlet, No hand bills/stickers are allowed to be put anywhere in the premises or outside.
- 30 Deviation from approved trade for which licensee has been granted will be treated a violation of License Agreement and the license shall be terminated immediately.
- 31 The sale/serving or promotion of alcoholic beverages and serving of Non vegetarian food is strictly prohibited.
- 32 Officials of the Licensor may, at any time, enter the licensed premises/shop and monitor the quality of material, food items and standards of facilities and interiors, exteriors of the premises etc, The Licensee's duty bound to assist/co-operate with the Licensor's officials in this regard. The source of procurement for raw materials, food items etc will also have to be divulged to the officials of Licensor whenever asked.
- 33 The licensee shall not place or permit placement of any advertisement, notice frames, pictures, decorations, telephones, etc. promoting any individual's location/outlet either in RIE Mysore or any of the place or near the allotted shop/Outlets will not be allowed.
- 34 Segregation of waste material will also be undertaken by Licensee of outlets/shop as per local rules and regulations. Shop/outlet operators shall collect all garbage in bags/boxes/trolleys permitted for the purpose as per the guidelines of the RIE Mysore. The collected garbage shall be kept at identified collection points. Failure to do so will involve termination/cancellation of the License Agreement without any notice. It will also be the responsibility of the Licensee to maintain cleanliness and hygiene in and around their allotted shop/outlet.
- 35 The Licensee shall not use any sought of shamiana or space occupying things in the premises or occupy the area around the licensed premises in any manner.
- 36 The Licensee, his/her agents and workers shall observe/perform and comply with all applicable laws/rules and regulations of the shops and Establishment act, Factory Act, Industrial Disputes Act, minimum wages Act, Labour Laws and the provisions of any statutory law applicable to the Licensee including any rules and regulations made by Licensor or any other Department(s) of Government of Ministry of HRD or administration of RIE Mysore as applicable from time to time to the business which the Licensee is allowed to carry on under this and to the area in which the said premises are

located. This also included agreement compliance of laws relating to hygiene, storage, sanitation, cleanliness product quality and disposal of water and waste material etc.

- 37 Licensee can promote themselves by putting uniform signage only about their outlet name at the licensed premises only and nowhere else.
- 38 The preparation of premises is also to be carried out by licensee at his own cost after obtaining the approval from RIE Mysore.
- 39 Licensee should pay Electricity and water charges every month on or before 10th day the month as per consumption without fail.
- 40 Firm which is going to participate in the above tender is not eligible to participate if the firm has any allegation, in-disciplinary attitudes over the RIE Mysuru and also the close relatives who are indulged with the above are not eligible to participate.
- 41 The firm which is having any litigation with the RIE Mysuru is not entitled to participate in the any bid/tender of the RIE Mysuru.

1. Eligibility conditions/Check list of technical Bid Documents

Sl no	Particulars	Attached supporting documentary evidence	
		Yes	No
1.	Required Tender Fee (in the form of DD) Rs.500/-(Non-refundable)		
2.	Required earnest Money Deposit (EMD) (In the form of DD) for Rs.2,000/-		
3.	Copy of the PAN either individual or firm.		
4.	Copy of Aashaar Card		
5.	Copy of Goods & service tax registration certificate if any /applicable		
6.	Name & address of tenderer's Bank and his current Account No.		
7.	Name & address of the Contract persons to whom all references shall be made by the Council.		
8.	Signature of the bidder or his /her authorised signatory on each page of the Tender document as acceptance of the terms & conditions contained in the tender document.		
9.	An affidavit on a non -judicial stamp paper of Rs. 100/- for Nonblack listing, debarment of the firm.		
10.	Tender Acceptance letter		
11	The Firm/Company/Vendor should have a minimum experience of two years in the field of running concerned shop and stall.		

**To,
The Principal
Regional Institute of Education,
Manasagangothri,
Mysore -570006**

Dated:

Sub: Tender Acceptance letter

Sir,

I hereby undertake that I have read & understand the entire tender document & accept and agree to comply with the same. I also accept & agree that any subsequent addendums and corrigendum if issued in this regard I shall comply accordingly.

Signature of the authorised signatory
Of the bidder with seal of firm

An undertaking enclosed at Annexure of the Tender/ Bid document on non-judicial stamp paper of Rs.100

UNDERTAKING

I/We have read and understand the contents of Tender and agree to abide by the terms and conditions of this tender and undertake the following.

01. I/We also confirm that in the event of my/ our tender being accepted, I/we hereby undertake to furnish Performance Security, as mentioned in the bid document.
02. I/We further undertake that none of the Proprietor/ Partners/ Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned/ suspended business dealing. I/We further undertake to report to the Principal Regional Institute of Education Mysore immediately after we are informed but in any case not later than 15days, if any firm in which Proprietor/ Partners/ Directors are proprietor or Director of such a firm which is banned/ suspended in future during the currency of the contract with you.
03. I/We agree that all disputes, if arising related to this tender, shall be within the jurisdiction of courts of Mysore only.
04. I/We undertake that the firm/ company etc has never been blacklisted by any of the Central/ Govt. organisation and no criminal case is pending against the firm/ company.
05. That the information supplied by the firm/ company/ bidder in the bid are true and nothing has been concealed and in case at any stage any information is found false our EMD/ Performance Security can be forfeited and our tender can also be rejected by the Principal Regional institute of Education Mysore.
06. Regional Institute of Education Mysore Authorities may make surprise inspection to ensure proper Quality and nearly sanitation condition.

Date:

Company

Signature of the Tenderer/ Bidder
Name: Designation with seal of the Firm/

PROFARMA FOR FINANCIAL BID

To,
The Principal
Regional Institute of Education,
Manasagangothri,
Mysore -570006

Sub: Quotation for allotment of vacant shop in the campus of Regional
Institute of Education Mysore – reg

Sir,

With reference to your Tender No.10-15/2017/C&W on the subject mentioned above, the undersigned have read terms and conditions of the tender & quote the rates as under:

SL No	Title of the Shop	Size	Service to be provided	Minimum rent/license fee to the RIE Mysore which will be revised from time to time.	Bidder rate for the shop to be filled up (Rs.)
1	Running GENTS SALOON (Shop No-5)	5x3.4 SQ mtr	Running GENTS SALOON (Shop No-5)	Rs.2500/-	

Note: Further, the bidders whose rates are higher will be allotted the shop. If the rates of two/three bidder are found equal/same, then the shop/stall would be allotted on the discretion of the Principal Regional Institute of Education Mysore.

I/We undertake that if our bid is accepted we will run shops/stall in accordance as specified in the terms and conditions of the tender documents.

I/We undertake that I/We shall furnish the Performances Security within fifteen days after issue of notification of award for an amount of Ten Months Rent in the form of demand draft or Banker's Cheque in an acceptable form from any Nationalised Bank in favour of Principal Regional Institute of Education Mysore payable at Mysore Performance Security shall remain valid for a period of 12 months beyond the date of completion of all contractual obligations of the supplier. No interest will be paid an amount, the same will be refunded when the contract is over and after clearing all dues.

I/We also agree to abide by this bid validity period of 180 days from the date of opening of Technical Bid. It shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

I/We attach here with an affidavit confirming that the information furnished in the Bid is correct to the best of our knowledge and belief.

I/We clarify/ confirm that we comply with the eligibility requirements of the bidding documents till our contract remain in operation/ force.

Dated this _____ day of _____ 2022.

Signature of the Authorised Signatory
of the Bidder with seal of firm