

**VISVA-BHARATI
ESTATE OFFICE**



(Signature)

Joint Registrar
Estate Office
Visva-Bharati



NOTICE INVITING TENDER / QUOTATION

Ref. No. : Estate.TL-4/229.22-23

Dated: 22-09-2022

Notice Inviting Tender

Sl. No.	Name of the Service	Reserve price	Earnest Money for each Service (Rs.)	Tenure of Contract	Tender Processing Fee for each Service (Rs.)
1.	Allotment of 1 no space of size 12' x 9' (Marked as stall no - 02) for fruits& snacks stall at Bharat Tirtha Market Complex, near Post Office Santiniketan, Visva-Bharati, Santiniketan, 731235	Rs 12.00 persqft	Rs300.00	11 months	500.00
2.	Last date of submission of e-tender in https://mhrd.euniwizarde.com or tender paper in hard copy at Estate Office Visva Bharati			26 th October, 2022	
3.	Submission of EMD& Tender processing fee by Demand Draft at Estate Office, Visva Bharati.			On or before 26 th October, 2022 up to 1.00 p.m.	
4.	Date of opening of bid			03-11-22 at 4.00 p.m.	

Joint Registrar, Estate Office, Visva Bharati invites **Open Tender** in Single Bid System (Financial bid) for selection of a **Vendor** for 1 no space of size 12' x 9' (Marked as stall no - 02) for running shop for fruits and snacks stall for service of the University students, staff, tourists & local community for commercial purpose in the Bharat Tirtha Complex near Santiniketan Post Office for a period of 11 month initially.

A. Eligibility Criteria tender:

The bidders should have the following qualifications:--

- Income Tax registration with PAN card in the name of agency / self.
- Attested copy of Registration certificates of the firm/company and GST details should also be submitted
- Trade licence (relevant for providing such service), GST Registration, EPIC (Voter ID card), PAN card and FSSAI licence etc.
- Desirable Eligibility Criteria:-
 - The bidder should run similar business activity within the vicinity of the University campus.

B. List of documents to be submitted along with Tender:-

- Self-attested copies of documents supporting criteria a) to d) above. See Annexure A

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Tender Processing Fee and Earnest Money Deposit (EMD) to be paid through DD in favour of Accounts Officer, Visva Bharati payable at Santiniketan. Tender will be considered as cancelled without Cost of tender paper & EMD. No interest is payable on the EMD. EMD of unsuccessful bidders will be released within 30 days of issuance of Acceptance cum Work order.

SECTION - I

INSTRUCTIONS TO THE BIDDERS / TENDERERS

(GENERAL INSTRUCTIONS AND TERMS & CONDITIONS)

- a. The Tenderer is advised to check the Tender papers carefully before submission of e-tender in MHRD portal / in hard copy at Estate Office. No claim on account of any error detected later in the tender documents shall be entertained.
- b. The Reserve Price for the initial licence fee is Rs 12.00 per sqft. The intending bidder has to quote on or above the Reserve Price.
- c. Each page of the Tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Tender issuing authority. No page should be removed/detached from the bidding document.
- d. In case of Firm, the tenderer shall attach the copy of the authorization letter/power of Attorney as the proof of authorization for signing on behalf of the Tenderer.
- e. Intending bidders shall have to deposit earnest money as stated below. No interest is payable on the EMD. EMD of unsuccessful bidders will be released within 30 days of issuance of Work order. EMD of successful bidder will be refunded on receipt of PBG.
- f. Visva Bharati would select separate highest bidder only for each stall as marked above within the eligible bidders. See Annexure B.
- g. The bidders are advised to quote as per their choice for the stalls mentioned in Annexure B below.
- h. The successful Vendor shall keep Security Deposit amounting to six times of the monthly quoted price for running the stall with the Joint Registrar (Accounts), Visva Bharati, within five working days of receipt of work order failing which work order shall be treated as cancelled. Security Deposit (without interest) of the successful Vendor will be returned after successful completion of the tenure and full observance of terms and conditions. EMD of the successful bidder will be refunded without interest after deposition of Security Deposit.
- i. In case, the bidder claims for waiver of bid security (EMD), documentary proof of being registered with Central Purchase Organisation or MSME or the concerned Ministry or Department as per GFR 170 must be provided. The Registration must be valid till the bid validity period.
- j. All Tenderers are hereby explicitly informed that the tenders not meeting the Minimum Eligibility Criteria, not accompanied with cost of tender paper & EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.
- k. Validity of Offer:- 90 days from date of publication of NIT and rate should be valid for entire period of contract.


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- l. If the terms & condition of the quotation becomes vague, incomplete, contradictory and confusing, the offer will be rejected without any explanation.
- m. Visva-Bharati reserves the right to cancel any or all of the tenders without assigning any reason. University reserves the right to cancel the lowest bid also.
- n. The successful contractor has to make an agreement accepting the terms and conditions on non-judicial stamp paper of Rs. 50/-, within 10 working days of receipt of acceptance cum work- order. The cost of requisite stamp paper for execution of the deed has to be borne by the Vendor.

MODE OF SUBMISSION OF TENDER

COMBINED BID:

- a) Tender processing fee:- Rs 5,00.00 to be paid through DD
- b) Earnest Money Deposit:- Rs 3,00.00 to be paid through DD

Bid should be submitted as per enclosed form, (**Annexure - B**) in <https://mhrd.euniwizarde.com/> or through hard copy at Estate Office by the bidder along with the duly signed copy of aforesaid documents /instructions given in the Tender Document and **soft copy of DD for Cost of tender processing fee & EMD.**

In case tender participation through <https://mhrd.euniwizarde.com/> Demand Draft as stated for payment acknowledgement for Cost of tender processing fee & EMD need to be sent directly to "The Joint Registrar, Estate Office, Visva-Bharati, Santiniketan, PIN- 731235 in sealed envelope within the stipulated date and time.

LATE BIDS:

Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

LAST DATE OF TENDER SUBMISSION: 26th October, 2022

BID OPENING PROCEDURE

The Combined Bid containing "Allotment of 1 no space of size 12' x 9' (Marked as -02) for different types of foods at Bharat Tirtha Market Complex, near Post Office Santiniketan, Visva-Bharati, Santiniketan, 731235" shall be opened at the Office of the Joint Registrar (Estate Office) at **4.00 p.m on 03-11-2022** by the Tender opening Committee authorized by the competent authority of the University. The financial bids of only those bidders, whose Technical Bids are accepted, shall be accepted by the said Committee.

The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of Visva-Bharati shall be final and binding.

SECTION - II

DETAILED SCOPE OF SERVICES

Visva-Bharati, a Central University, an Institute of National importance, established by the act of Parliament of India (29 of 1951), has two sprawling campuses at Santiniketan and Sriniketan in the



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district of Birbhum, West Bengal, 731235 and located at a distance of about 2 km. from each other. **Bharat Tirtha Complex** is a small market of various stalls for serving local needs of the Santiniketan community. This market along with beautiful landscape has been set up by the University on its land following aesthetics of the asrama established by the Gurudev Rabindranath Tagore. This market draws attraction to hundreds of visitors during any cultural / academic program which includes good numbers of foreigners' also.

Detailed Scope:-

1. The Vendor has to run a Food Stall in a vacant space in an area of 108 sqft (size 12'00" x 9'00") on the northern side of Santiniketan Post Office and backside of VBSS Ltd described fully in Sketch Map (**Annexure-1**), owned absolutely by the University.
2. The Vendor shall build (at his own cost) and operate a temporary stall of size & structure given in **Annexure 1** to sell Food items only, on single proprietorship basis. Selling food items within (**Fruits & Snacks**) are allowed only by the Vendor. Partnership or collaboration will not be allowed. The Vendor shall not transfer or assigns the stall to any other person or body.
3. The Vendor shall erect temporary structures for his stall at his own cost similar to adjacent stalls at that area. However for any modification especially for the elevation, decoration, colour of his stall, the vendor shall seek for approved drawing from the University.
4. The Vendor shall build the stall by means of per- fabricated structures 'i.e. solid but removable parts / materials, as per site / floor plan approved by the Licensor and given in **Annexure -1**. The structure will be temporary in nature so that the stall can be removed within a short period, if required by the University.
5. The Vendor shall not without previous sanction in writing of the licensor, erect or build any new stall or extend / alter or add to the structure, as shown in '**Annexure-1**'.
6. On termination or earlier determination of this licence, the Vendor shall deliver peacefully & quietly the space provided to him after restoring the site to its original state.
7. The Vendor may cook / prepare food / beverages by using authorized gas / electricity connection only. Rate chart of different available products may be displayed in suitable place of the stall.
8. The Vendor shall arrange, at its own cost, furniture, fixture, lights, fans, refrigerator, utensils and crockery required for preparation and serving of food.
9. The Vendor shall maintain all stationery requirements i.e. Trade licence / PAN/FSSAI licence etc.
10. The Vendor may also have to supply, against written requisition, foodstuff including special menu/ dishes if required by Visva-Bharati's offices, for meeting/ seminar/ conference purpose at the accepted rates. Cash Memo with GST is required to be provided by the Vendor for payment of that bill.

SECTION - III

TERMS & CONDITIONS OF CONTRACT

1. This Licence shall be valid initially for a period of 11 months, which may be renewed 4 times (maximum) for 11 months, each on satisfactory fulfillment of commitments (by the Vendor) as detailed in this agreement.
2. The Vendor shall run his stall within twenty days of issuance of acceptance letter and within ten days from the date of signing of agreement.

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3. The Vendor shall pay a monthly quoted and accepted licence fee and all other applicable taxes with effect from date of signing of this agreement. This fee shall be paid to the Joint Registrar (Accounts), Visva-Bharati within the first seven days of each calendar month, provided that the Vendor shall be allowed to pay up-to three months' Licence fee in advance within a financial year.
4. The licence fee is excluding of GST. The University may impose GST over the accepted licence fee as applicable from time to time.
5. In case of any default or irregular payment of licence fee or breach of any terms and conditions of this agreement by the Vendor, Visva-Bharati will have the right to impose penalty or recover licence fee from the Security Deposit as determined by the Visva-Bharati or to terminate this contract and to award a fresh contract.
6. The Vendor shall pay 6 months' licence fee as security deposit before signing of this agreement. Security deposit will be released after successful completion of the licence period with the full observation of all the terms and conditions.
7. The Vendor shall pay 10%, 20%, 30% additional licence fee (over first term's licence fee) for the second, third & fourth terms respectively.
8. The Vendor shall have only limited user rights over the land allotted to him to run the business and selling of the Food items (as stated in clause no 3 above) at stall over the space provided by the University shall not entitle him to enjoy any ownerships / possession right over the land over which the stall will be located.
9. Plastic / polythene bags or buckets used in the stall shall be strictly of the permissible quality (WBPCB) and the Vendor shall make all endeavors to use bio-degradable packaging only. Selling of tobacco, tobacco related products, alcoholic drinks, drugs will be totally prohibited.
10. Visva-Bharati may arrange common supply of tap water through the existing pipe line, if found feasible. In that case, the Vendor shall pay water charges also at the rate decided by the Licensor. Visva-Bharati will have no objection if the Vendor takes additional water connection from Indo-German project or any other Gov't / local body scheme (with the prior permission of Visva-Bharati Authority). No bore-well will be permitted.
11. The Vendor shall take its own power connection from WBSEDCL and pay power consumption charges directly to the WBSEDCL. Licensor will issue 'no-objection-certificate' for this, if required by the Vendor. Any default reported by the WBSEDCL, will be adjusted from the security deposit made by the Vendor.
12. The Vendor shall bear all responsibilities towards regular civil / electrical and other maintenance of the stall and the Licensor shall have no responsibility in this regard. Furnishing, painting & lettering shall be done by the Vendor in such a manner so as not to violate / disturb the aesthetics, natural environs and ambience of Visva-Bharati. Signboards/ signages/ trade signs can be erected/ displayed only in the structure, shade & paint approved by Visva-Bharati Authority.
13. The First Party shall not be responsible for any type of damage of food / furniture / equipment etc due to theft or otherwise, mishandling of manpower during the tenure.
14. The Caterer shall provide valid ABC type fire extinguishers within the premises for any emergency purpose.
15. The Vendor shall maintain at all times, a good house-keeping of the interior and exterior of the stall. The Vendor shall make arrangements for adequate dustbin /garbage vat in the sitting area which shall be disposed of regularly to keep the place neat and clean.




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16. The Vendor shall not make or permit on the scheduled premises or its surroundings any antisocial activity or any form of drug or other abuse.
17. The Licensor shall have the right to terminate the licence any time before its expiry, with two month's notice in writing if the Licensor requires the premises for its own use and with one month's notice in writing if the Vendor violates the terms and conditions of this agreement except conditions mentioned in clause 3 above. The Vendor shall have the right to terminate this agreement any time during the aforesaid term, by giving the Licensor two months' notice in writing.
18. The Vendor should pay salary to his staff as per the Minimum Wages Act 1936 or any other relevant Acts/ Government orders/ rules etc. in force and shall be liable to pay compensation as per Workmen's Compensation Act. It will be his responsibility to pay all statutory taxes/ fees. Including GST, Income Tax, Professional Tax etc. as would be applicable. He should also strictly abide by the relevant provisions of the Contract Labour Act, Child Labour Act etc.
19. The Vendor or his / her dependents / relatives / family members / agents / workers etc shall not claim any job, contract, citation, award, privilege, membership etc in Visva- Bharati on the basis of this agreement or for works etc the performance of any duty / obligation arising out of this agreement.
20. Judicial jurisdiction: Bolpur / Suri Court and the Calcutta High Court.
21. Any dispute arising out of this licence agreement, save and except exclusions mentioned in clause 3 above, if not solved through negotiations, may, at the request of any of the two signatories to this agreement, be referred, as a last resort, to an Arbitration Committee, which shall consist of five members in total- two members nominated by the First Party, two members nominated by the Second Party and a senior lawyer jointly nominated by both parties as the fifth member. The decision of the Arbitration Committee shall be final and binding on both the parties.
22. No suit or other proceeding shall lie in respect of any matter of leave and license referred to the aforesaid Arbitration Committee by any of the parties.


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ANNEXURE-A

**Visva-Bharati
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COMPLIANCE CERTIFICATE FOR ALLOTMENT OF 1 NO SPACE OF SIZE 12'X9' (MARKED AS STALL NO- 02) FOR DIFFERENT TYPE OF FOODS AT BHARAT TIRTHA COMPLEX, VISVA BHARATI, SANTINIKETAN, NEAR POST OFFICE SANTINIKETAN, 731235

Name of the Bidding Agency:-

Sl. No.	Terms and Condition of Technical Bid	Submitted (Yes / No)	Remarks (if any)
1	Income Tax registration with PAN card in the name of agency / self.		
2	Registration certificates with address proof in favour of firm/company		
3	GST Registration No		
4	EPIC (Voter ID card) in case of individual		
5	Aadhaar No in case of individual		
6	Valid FSSAI Licence in favour of agency / self		
7	Trade licence relevant to such services		
8	Past experience in running of such business within the vicinity of Bolpur-Santiniketan		
9	Payment acknowledgement of Tender processing fee of Rs 500.00		
10	Payment acknowledgement of Earnest Money Deposit of Rs 300.00 (In case of waiver of EMD, documentary proof as stated in clause h of Section I must be provided)		

Date:

Name and Signature of the Authorized Signatory with Seal



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ANNEXURE-B

**Visva-Bharati
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PRICE SCHEDULE FOR COMBINED BID FOR ALLOTMENT OF 1 NO SPACE OF SIZE 12'X9' (MARKED AS 02) FOR DIFFERENT TYPE OF FOODS AT BHARAT TIRTHA COMPLEX, VISVA BHARATI, SANTINIKETAN, NEAR POST OFFICE SANTINIKETAN, 731235

Details of Stall:- Stall no 02 (Fruits & Snacks)

Reserve Price: -Rs 12.00 / Sqft

Sl.No	Description	Details
1	Name of the Bidding Vendor	
2	Address & mobile no(s)	
3	Quoted monthly rate per sqft for first term (in Figure & words)	

Undertaking

I/ (we) have read the terms and conditions of the tender as well as the proposed licence agreement, printed overleaf and I/ (we) shall abide by them. I/(we) also understand that in case damage to the property of Visva Bharati, the licence will be automatically terminated without any prior intimation. My/ (our) security money deposit may be forfeited in part or full, if I/(we) fail to abide by the terms and conditions. I understand that I have to fulfill, on my own, statutory obligations relating to contract labour registration, licence, taxes, fees, wages etc. as and if applicable and that Visva Bharati will have no responsibility in this regard.

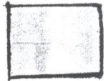
Date:

Name and Signature of the Authorized Signatory with Seal

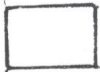


PROPOSED 2ND PHASE LAYOUT PLAN OF BHARAT TIRTHA COMPLEX, SANTINIKETAN.

SL. NO	STALL NO	DESCRIPTION
1.	17	South Indian. FOOD
2.	16	Bengali/North Indian Food
3.	15	Chinese Food
4.	13	South Indian or Bengali or Chinese
5.	2	Fruits & Snacks
6.	18	Milk Products.
7.	19	Milk Products
8.	20	Kala Bhavana, Silpa Sadana, Products.



PROPOSED STALL

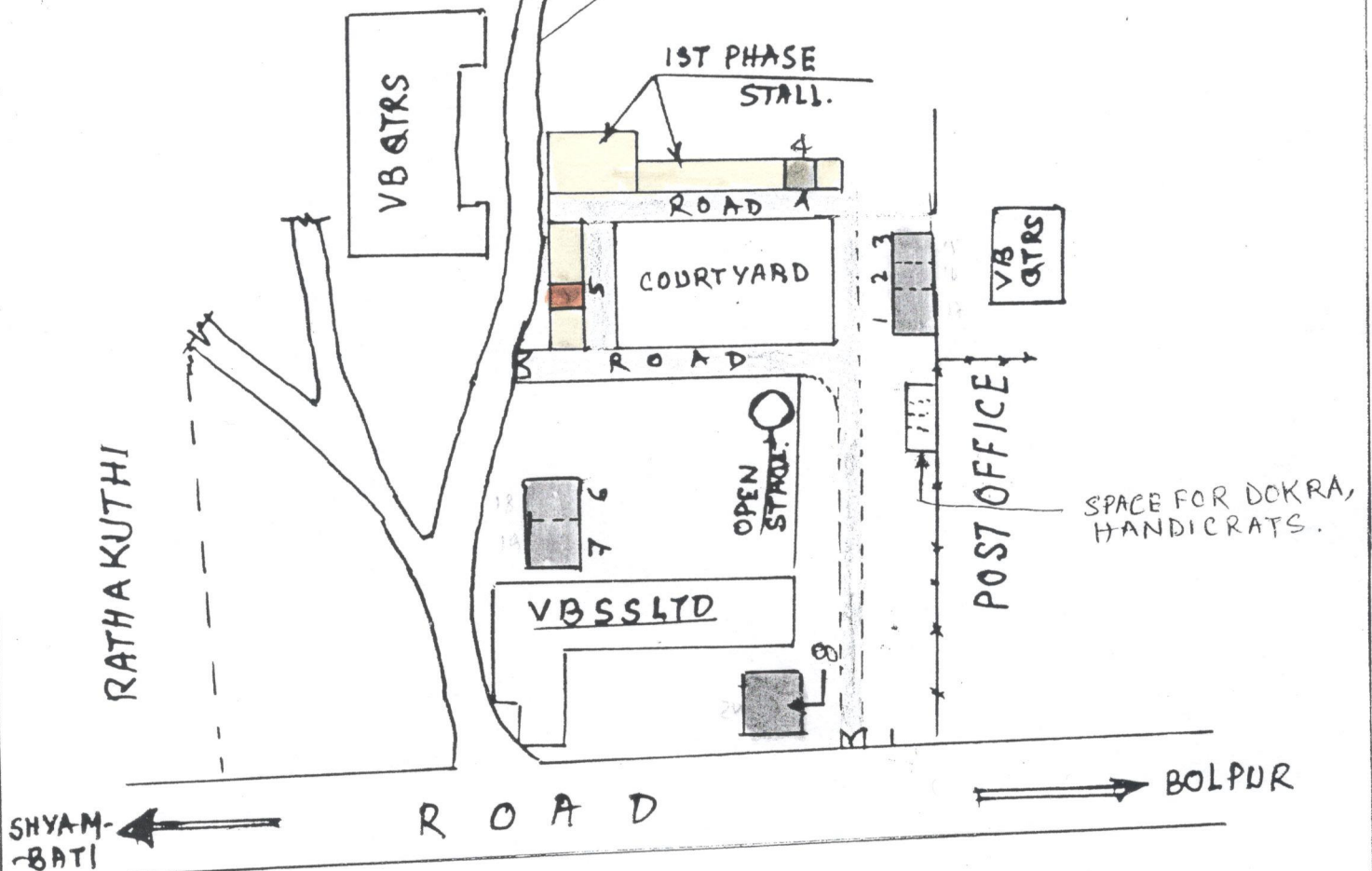


PROPOSED DOKRA ETC.



PROPOSED V.B. PRODUCTS

V.B. VACANT LAND



SHYAM-BATI

ROAD

BOLPUR

N

(S. Biswas)
Junior Engineer-I (Civil)
Estate Office
Visva-Bharati

18/7/22
Ambarish Narayan

28/07/2022

28/07/2022