



JAMIA MILLIA ISLAMIA
Accredited by NAAC in A++ Grade
(A Central University by an Act of Parliament)
Maulana Mohammad Ali Jauhar Marg, New Delhi-110025; www.jmi.ac.in

NIT-07/JMI/RO/Shops/2024

Dated: 30.07.2024

E-PROCUREMENT TENDER NOTICE

On behalf of the Vice-Chancellor, Jamia Millia Islamia (JMI), New Delhi, India online bids (Two-Bids System) are invited from the registered Agencies/Firms/Vendors for Renting out Shops/Kiosks through e-procurement at University campus. Bid documents with other terms & conditions can be downloaded from Website: <https://eprocure.gov.in> and be uploaded as per following:

Particular	Details
Cost of tender form	Rs.500/- (Non-refundable)
Earnest Money Deposit (EMD)	Rs.10,000/- (Interest free)
Bid Document Download Starts Date	30.07.2024
Online Bid Submission Start Date	30.07.2024
Online Bid Submission End Date	20.08.2024 at 6.00 pm
Technical Bid Opening Date and time	22.08.2024

Notes:

- (i) All details regarding the subject tender are available on our website www.jmi.ac.in and <https://eprocure.gov.in/eprocure/app>. The Bidders are, therefore, requested to visit university's website regularly to keep them updated. Any addendum/corrigendum will be displayed on the University's websites only.
- (ii) Manual bids shall not be accepted.
- (iii) For submission of E-bids, bidders are required to get themselves registered with <https://eprocure.gov.in/eprocure/app>.
- (iv) All the bidders are requested to read the entire tender document carefully and check their eligibility as per the tender document. The bidders are also requested to upload only relevant documents to claim their eligibility and participate in the tender.
- (v) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Registrar, Jamia Millia Islamia Tender, Maulana Mohammad Ali Jauhar Marg, New Delhi-110025 and mailed at registrar@jmi.ac.in and arproperty@jmi.ac.in.
- (vi) Bidder shall submit **Cost of tender form of Rs.500/- and EMD of Rs.10,000/-** with valid for a period of 120 days beyond the bid validity period for each shop separately by account payee demand draft from any of the commercial bank in an acceptable form drawn in favour of **Registrar, Jamia Millia Islamia payable at New Delhi to the Property Section, Gate No. 15, Administrative Block, Jamia Millia Islamia, New Delhi** on or before the closing date and time of bid submission.
- (vii) Bidders have to upload scanned copies of DDs of Tender Form and EMD documents along with the e-tender (technical bid).
- (viii) **Successful bidder is required to deposit Security Deposit Rs 50,000/-or three times of license fee, which is higher.**

Duration of agreement:

- (ix) Two years (24 English Calendar months) from date of agreement and further extension may be given based on review of performance which is at the discretion of the University. However, the University reserves the right without prejudice to terminate the license of any tenderer before expiry of 24 calendar months or any extended period by giving a notice of 30 days.

Note: Bidder(s) who are registered with the MSME (relevant profile) are exempted from submitting cost of tender document and EMD.

**Registrar
Jamia Millia Islamia
New Delhi**

List of Shops/Kiosks

S. No.	Particular	Area of Shop in m²	Minimum license fee reserved	Shop to be allotted for
1.	Shop No. 1 near Bhopal Ground	10.03	9,500/-	Stationary/ General Store
2.	Shop No. 2 near Bhopal Ground	16.48	15,500/-	Vegetable Food/ General Store
3.	Shop No. 3 near Bhopal Ground	16.48	15,500/-	Hair Salon (Gents)
4.	Shop No. 4 near Bhopal Ground	16.48	15,500/-	General Store
5.	Shop No. 5 near Bhopal Ground	16.48	15,500/-	Chemist (Medical)
6.	Shop near Indian Bank	27.90	26,500/-	Books & Stationery
7.	Space at Jamia School Campus	15.64	15,000/-	Photocopy/ Books & Stationery
8.	Space near Central Canteen	10.03	10,000/-	Photocopy/ Stationery
9.	Shop near Old SRK Hostel	12.80	12,000/-	Tailoring
10.	Space near F/o Engg. Library	13.82	13,000/-	Photocopy/ Stationery
11.	Space near F/o Education	4.27	4,100/-	Photocopy/ Stationery
12.	Space near F/o Law	9.58	9,100/-	Photocopy/ Stationery
13.	Space, Near Dr. Z. H. Library	16.41	15,500/-	Photocopy/ Stationery
14.	Space near S. Ramanujan Block	03.43	3,500/-	Photocopy/ Stationery
15.	Shop near F/o Hum. & Lang.	15.60	15,000/-	Photocopy/ Stationery
16.	Space on First Floor above Post Office	246	2,32,000/-	Big Departmental Store/Super Market
17.	Space near BHM Hostel	24.90	23,500/-	Ladies Beauty Parlour

Note: 1. The minimum license fee payable is mentioned in the table against each premises to be allotted. The tenderer is at liberty to quote license fee higher than the minimum prescribed payable license fee to secure the chance of allotment.

2. However, Jamia Millia Islamia reserves the right to relocate and increase/ decrease size of shops/ space as per requirement of University.

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E-Procurement Tender Document
For
Renting out Shops to setup and operate in campus of JMI, New Delhi

Tender July, 2024

(2024-2025)

EMD is Rs.10,000/- for each shop separately



NIT-07/JMI/RO/Shops/2024

Date: 25.07.2024

**1. TERMS AND CONDITIONS
(MANDATORY FOR ALL BIDDERS)**

1. Instructions for Preparation and Submission of Bids:

A. PREPARATION OF BIDS:

- (i) Please go through the E-Procurement Tender Notice and the tender document carefully to understand the documents required to be uploaded as part of the bid. Any deviations from these may lead to rejection of the bid.
- (ii) The tenderer shall be an Indian Citizen only.
- (iii) Bidder shall deposit **EMD (interest free)** of Rs.10,000/- for each shop separately by account payee demand draft from any of the commercial bank in an acceptable form drawn in favour of Registrar, Jamia Millia Islamia payable at New Delhi. EMD will not carry any interest from the part of the University and will be refunded to the licensee after expiry of 30 days beyond the contract period.
- (iv) The EMD of Rs.10,000/- of the selected bidder will be adjusted in the security deposit (interest free).
- (v) **The specified security deposit from successful bidder as mention in Notice for each shop separately, will not carry any interest from the part of the University and will be refunded to the empanelled licensee after expiry of 30 days beyond the contract period. Security deposit to be taken from successful bidder in form of demand draft in favour of “Registrar, Jamia Millia Islamia” payable at New Delhi.**
- (vi) Bidders are requested to submit their financial bid in the format annexed and no other format is acceptable.

B. SUBMISSION OF BIDS:

- i. The tender shall be submitted online only.
- ii. All the pages of bid uploaded must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents.
- iii. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this regards.
- iv. Bidder must apply a separate tender for each shop/ space.
- v. Quotation document(s) and all enclosures must contain the signatures of the competent authority of the firm and stamp of the firm or company.

Part– 1 (Technical Bid) - All documents in PDF format (with signed and seal to be uploaded) as per Eligibility Criteria mentioned,

a. Mandatory for technical evaluation;

- Technical Bid (Bidder's details) including all annexures and all relevant documents including signed and sealed tender.
- DD of cost of tender form for respective shop.
- Bid security as DD of EMD of shop (separate DD of EMD if bidder apply for more than one shop)
- Proof of at least three years experiences Certificate- details of experience in running a retail operating shop in Central Universities/ Autonomous Bodies/ Central Government Public Sector Undertaking/ Central Government Public Sector Enterprises/ States Universities/ Colleges/ Super Market/Private Universities/ Colleges/ Schools
- Copy of Registration of the Shop/Agency/Firm/Company issued by the concerned authority of State/ Central government.
- Copies of last three years Income Tax return (2021-22, 2022-23 & 2023-24). The bidder must have an annual turnover of Rs.2.50 Lakhs or more for each financial year.
- Copy of Aadhar Card (if applicable).
- Copies of registration with GST and PAN Card.
- Affidavit to the effect that the firm/individual is not blacklisted by the Govt. Organization (format attached).
- An affidavit to the effect that the applicant / firm either himself / herself or through any partner / close relation i.e. , son / daughter / father / mother does not have a license in the University for any other canteen/ mess/ outlet (format attached) and **only one shop/kiosk is to be considered for allotment to a family which would include self/ husband, dependant father, mother dependent son, daughter-in-law, unmarried daughter and that members of same family would not be allowed to secure any subsequent allotment of shops/kiosks through any other business transactions such as partnerships or any other means.**
- **Acceptance of Terms & Conditions of Tender Annexure-V**

b. Desirable documents for technical evaluation;

However following documents required from successful bidders within one month of allotment.

- Copy of registration with EPF (if applicable).
- Copy of registration with ESI (if applicable).
- Copy of Food license issued by FSSAI (if applicable).
- Copy of valid licenses under Contract Labour (Regulation & Abolition) Act. 1970 (if applicable).

Part – 2 (Financial Bid)

- Bidders are requested to note that they should necessarily submit their financial bid in the format annexed and no other format is acceptable.

2. Terms and Conditions-

- a) **Financial bid will be opened only for those, who qualify technically.**
- b) **Financial Evaluation: Bidder quoting highest license fee will be selected for allotment of shop/kiosk.**
- c) **If qualified, only one shop/kiosk is to be considered for allotment to a family which would include self/ husband, dependant father, mother dependent son, daughter-in-law, unmarried daughter and those members of same family would not be allowed to secure any subsequent allotment of shops/kiosks through any other business transactions such as partnerships or any other means. University reserves right to allot any one shop at its desecration, if bidder apply more than one shops and found technically and financial qualify.**
- d) **In case of refusal due to any reason then opportunity will be given next bidder on H1 rate.**
- e) A Committee constituted by the University shall evaluate the bids. The recommendations of the Committee will be forwarded to the Competent Authority for approval and decision taken by the Competent Authority, will be final and binding on the tenderer. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee. University reserves the right to reject any one or all the bids received without assigning any reason.

(1) General Terms and Conditions:

- a) The Successful bidder (licensee) shall start service within 30 days from the date of allotment order/ Letter of Intent (LoI).
- b) The successful bidder will be allowed to commence the business upon the satisfaction of other formalities like payment of security deposit within 15 days from the date of LoI, execution of agreement (Deed of License-as per University format) failing which Security Deposit (SD) paid will be forfeited besides cancelling the license.
- c) The successful bidder will run shop between **08.00 AM to 07.00 PM** on all working days or as directed by the University.
- d) The allocated shop/ space to the shopkeeper can be relocated as per the requirement of the University.
- e) The successful bidder shall obtain all necessary permission from the concerned authorities of Municipality Corporation/ State Government/ Central Government etc. for operating shops at her/his own cost.
- f) For the purpose of trade, the licensee at his own cost **shall ensure display (size 3'x2' Board) of rates to be charged and discount to be offered by him to the customers** and other relevant terms and conditions. He shall not charge in excess of the rates approved by the University. **The license shall also display the opening and closing times and any notice issued for betterment of the University.**
- g) **Change of Nature of Business:** The licensee has to do the same business which is mentioned in the tender and for which license is issued. If the licensee is found doing business in the Shop other than the stipulated in the deed of license, the license is liable for termination duly forfeiting the Security Deposit.
- h) The shop or premises will be given **“as is where is condition”** to the successful bidder (licensee). Any modifications, changes, alterations, repairs, if any required shall be undertaken by the licensee at her/his own cost with the prior permission of the University and as per the drawings/plan approved by the University.
- i) **Confinement to the Area of Shops:**
 - (i) The licensee has to perform the business by confining to the extent of shops allotted as mentioned in the NIT or as recorded in the deed of license. There should not be any encroachment of platforms, area of other shop by licensee, under any circumstances.
 - (ii) If the licensee encroaches the platforms, area meant for passenger's movement or area of other shop/ open space, the licensee is liable for payment of penalty. If the licensee is habituated for encroachment, liable for termination by serving a notice.
 - (iii) The University is not responsible for any theft within the Shop. It will be the liability of the Licensee to make necessary security arrangement within the Shop.
 - (iv) Any suggestions or complaints are made by the public: it is the responsibility of the licensee to bring it to the notice of the University (licensor). The **“Suggestions & Complaints”** recorded in the suggestions & complaints book be scrupulously followed and failure to follow will lead to levy of penalty or termination of agreement or forfeiture of security deposit at the discretion of the University.
 - (v) On the expiry of the period of the license or on its termination, as the case may be, the licensee shall deliver vacant possession of the premises intact, to the licensor at 17.00 Hrs. on the last day of contract.
- j) In the event of the Licensee fails to timely deposit of rent/license fee and to deliver vacant possession of the shop/premises to the licensor, the licensor shall have right to take possession of the premises by putting his own lock and key to the said premises and shall entitle the Licensor to forfeit the Security deposit. The articles, if any, left by the licensee, will be kept in public auction within a month of taking over the premises by the licensor without any legal and financial liability on the University.

- k) Licensee shall ensure that fire detection and suppression measures installed inside the premises are kept in good working condition at all times, and also ensure that all electrical wiring, power outlets and gadgets are used and maintained properly for guarding against short circuits/fires.
- l) **MAINTAIN HYGIENE IN THE SHOP:**
- (i) The Successful bidder should maintain high standard Cleaning and Housekeeping of shop area at their own cost and sole responsible for the same.
 - (ii) Waste management should be in a proper way. The premises and surroundings of the shop shall be kept clean and tidy condition by keeping dustbins at appropriate places and are subject to inspection by the officials of the licensor and the Municipal Authorities.
 - (iii) Highest levels of hygiene must be maintained in the workers' toilet (if any) with provisions for soap, towels etc.
 - (iv) Workers should be provided by the necessary training for maintain the highest possible standard of hygiene, as is expected.
 - (v) The University would reserve the right to check on cleanliness and upkeep of premises and quality of provisions, and quality of the food.
 - (vi) **The Licensee will neither store nor trade in any Psychotropic Drugs/Material, Liquor, Bidi, Cigarette, Pan Masala and any banned articles etc. The licensee shall also ensure 'NO SMOKING' inside the premises and will also display "No Smoking" sign board in the allotted premises and he and his/her employees if any will always observe good behaviour and courtesy towards the customers. Any involvement on the part of the licensee or any of his/her employees if any, in any act of moral turpitude will make him/her liable for termination of the license apart from taking legal action against him.**
- m) **Manpower deployment:**
- (i) The licensee shall register himself as a Contractor under the Contract Labour (Regulation and Abolition) Act 1970.
 - (ii) No child labour shall be employed for work as per law.
 - (iii) The licensee has to pay compensation, in case of any accident to the personnel employed by them during the business time. The licensee is alone for liable workmen's compensation and any other statutory dues and the University is not liable for payment of any such amount.
 - (iv) The vendor must provide the names of the workers who will be working and visiting the shops inside JMI, New Delhi Campus, as well as police verification for himself/herself and any employee who will be working in the allotted premises within a month of the agreement.
 - (v) No worker would be allowed to stay in the shop at night except as per instruction of licensor.
- n) **Statutory Obligations:**
- a. The licensee shall abide by and comply with the provisions of all the Acts, Rules and notifications issued by Central/State Govt./JMI as applicable from time to time in respect of the contracted work and all staff employed by him at his own cost and risk, including the following:
 - (i) Contract Labour (Regulation and Abolition) Act 1970
 - (ii) Contract Labour (Regulation and Abolition) Central Rules 1971
 - (iii) Contract Labour (Regulation and Abolition) (Govt. of NCT) and latest amendment
 - (iv) Payment of Wages Act 1936, Payment of Wages (Amendment) Act 2005
 - (v) Minimum Wages Act 1948
 - (vi) Minimum Wages (Central) Rules 1950
 - (vii) The Govt. of NCT Payment of Wages Rules

- (viii) Employees' Compensation Act 1923
 - (ix) Govt. of NCT Compensation Rules
 - (x) The E.P.F. and Miscellaneous Provision Act 1952
 - (xi) Employees State Insurance Act 1948
 - (xii) The Child Labour (Prohibition and Regulation) Act 1986
 - (xiii) The Child Labour (Prohibition and Regulation) Amendment Act. 2016 or latest amendment
- b. Liability arising due to failure to adhere to statutory or other legal provisions attributable to the licensee shall be borne by the licensee himself.
- i. The licensee shall maintain up to date records required for compliance with the provisions of all the Acts and Rules made by Central/State Govt. as applicable from time to time in respect of the contracted work. The authorized representative of JMI, New Delhi has right to inspect these records at any time.
 - ii. If a bidding firm/ licensee is found violating any statutory provision concerning labour laws or has given incorrect/ false/ misleading information, affidavit or documents at any state of tender or contractor, necessary action ad deemed fit, that may include debarring of the firm, shall be initiated.
- c. **Indemnity Clause:** The licensee shall indemnify JMI, New Delhi against any litigation arising from violation of statutory laws and rules during operation of the contract.
- d. University will not be responsible for non compliance of all above statutory provisions cited above (a) to (c) clauses.
- n) **Minimum Wages and Social Security Provisions:** The minimum wages payable and other statutory obligations related to social security on the part of the contractor/ licensee will be as under (as per applicable):
- (i) **Minimum Daily Wages:** Minimum wages are to be paid as prescribed/ notified by Labour Commissioner (Govt. of NCT) from time to time, whichever is higher.
 - (ii) **Variable DA:** As revised/ applicable from time to time or any other basis specified by the concerned office.
 - (iii) **Social Security:** The EPF and ESI shall be payable to the workmen as per rates prescribed by the concerned authority from time to time. The contractor can deduct workmen's contribution from the wages payable to the workmen. The employer's contribution is to be paid by the contractor himself. Contractor will keep proof for contribution against EPF & ESI. Above document may be called by University.
- o) **Taxes:** The licensee shall pay all the taxes which are levied by the Central Government and the State Government from time to time. The University is not liable for the penalties against non-payment of these taxes or default therein. Any default, non-payment of taxes to statutory authorities will cause termination of license and vacation of premises.
- p) All notices, consents, sanctions directions and approval referred to in this agreement or otherwise shall be given by the licensor to the licensee in writing.
- q) In the event of any damages caused to the shop premises or property of the Licensor by the Licensee or his representatives, agents or servants during the subsistence of licensee period, the Licensor shall have right to recover the said sum from the Security Deposit of the licensee or said sum deposited by licensee.
- r) No accommodation shall be provided to shopkeeper or their employee in the campus. Likewise, no person related to shop, will be allowed to stay in the campus after closing of shop.
- s) Food facility shall not be provided by the licensor to shopkeeper or their employee in the campus.

- t) During the agreement period, the licensor is at liberty to alter/modify/ add/ delete in the condition(s) of the agreement in the interest of the University.
- u) **Prohibitions:**
- (i) No shopkeeper should sell any prohibited items by the University or by the Government or any enforcing agencies such as cigarettes, gutka, pan masala, intoxicants, liquor, prohibited drugs etc. The license agreement can be terminated at any point of time without assigning any reasons for gross violation of contractual obligations.
 - (ii) Indulgence in any illegal activity/occupation/illegal groupism or gathering/allowing anti-social elements to use the allotted premises for any other purpose, other than the purpose for which premises have been allotted.
 - (iii) To indulge in Gherav/blocking of any University building/properties or officer/official and demonstration or taking out procession within the University premises.
 - (iv) **Use of single use plastic items, polythene and colors in food items are strictly prohibited.** The licensee shall submit an undertaking for not using the polythene covers which are banned by the State/Central Governments or any other agency.
 - (v) No child labour shall be employed for work as per law.
 - (vi) The licensee shall not exhibit or permit any advertisement in the shop, except the same and style of his/her business, and the cut-outs/ poster/ hording should not be obscene. In case of misbehavior, assault on person/ employees University, any act or comment tarnishing the image of University by the licensee or his representative/ workers lead to impose penalty or termination of contract duly forfeiting the Security Deposit amount.
 - (vii) **Subletting/ Sublease:** The licensee during the license period, permanently or temporarily, shall not share/ franchise or sublet to anybody else and shall not be allowed to take any person to share the premises or in partnership without the prior written permission to the licensor, not shall she/he be entitled to allow any person to occupy the licensed premises or to use any part thereof without the permission in writing from the licensor.
- v) If at any time, after the allotment of space (during the operations), it is found that the vendor/ Licensee has encroached onto the extra area, the vendor/ Licensee is liable to be penalized by levying a penalty (**at the rate of 2 times the monthly rent**) along with the cost of removal of encroachment. The concerned Commercial Establishment/ Licensee shall abide by the decision of University.
- w) **RIGHT TO ACCEPT AND TO REJECT ANY OR ALL BIDS**
- (i) The University is not bound to accept the highest bid or any bid and at any time may terminate the tendering process.
 - (ii) The University may terminate the contract if it is found that the successful bidder is black-listed on previous occasions by the any of the Govt. Organization, Institutes/ Local Bodies/ Municipalities/ Public Sector Undertakings, etc. and Security Deposit will be forfeited.
 - (iii) The University may also terminate the contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the work-order and Security Deposit will be forfeited.
- x) University reserves the right to amend the NIT document by issuing corrigendum/ addendum/ clarification at University's website www.jmi.ac.in and <https://eprocure.gov.in/eprocure/app> before the closing date of bid submission.
- y) Conditional bids will be summarily rejected.
- z) Validity of Bids 180 days from the opening of bids.
- (2) **Specific Terms and Conditions:**
- a) 1. The successful bidder must have to sell all ranges of the items including the following categories of items **in the specified shop only** such as:

- (i) All range of Items as per shop allotment will be made available.
 - (ii) Frozen Food Items (Veg)
 - (iii) Dairy & Bakery Products, fresh vegetables.
 - (iv) Packed food & beverages items
2. (i) The proposed shopkeeper must have specialization in selling of necessities & convenience goods for daily use of households/ Stationary/ Soda & beverages items (as per allotted shop) as mentioned above in broad generic categories. University has right to modify the list of items as well as rates time to time.
- (ii) The proposed shopkeeper/ agency should help the University in promoting Indian Culture by giving display and sell herbal & traditional Indian products besides millets, sugar free Jaggary and other organic products should make available.
- (iii) The products/goods for selling in shop are properly packed and placed on separate racks in order facilitate purchasing by the customer.
- (iv) The buyer is perfectly free as to what she/he should buy.
- (v) At least one payment counters shall be set to ensure smooth computerized GST invoicing & receipt of payments (online & offline) to lest long queue of customers.
- b) **Product Pricing:** The items permitted to sell in the shops, shall not higher than the rates prevailing in the local market or shall not exceed MRP (Maximum Retail Price) but to provide substantial discount on MRP as per practice by top retail brand as the case may be and shall run the business in accordance with laws. Committee of the University may verify the price of the selling items time to time. In case of any discrimination, selling products at higher prices then appropriate penalty may be imposed and administrative action can be taken.
- c) Old/ stale/ expired items (i.e. beyond expiry date) should not be kept in the shop.
- d) Reputed brands with international &/multi-city presence will be preferred.
- e) The University will have right to see the quality, market price, and reasonability of the items.
- f) Weights and measures of approved Government Agency only to be use. Electronic Weighting should be done only on Government ISI approved brand machines with adequate back up machines. Weighing by traditional instruments is strictly not allowed.
- g) The Licensee must follow the complete COVID-19 safety protocols.
- h) **Guidelines:**
- (i) All items of daily use should be available all the time at a reasonable price, best quality and right quantity, of reputed brands & computerized invoice mentioning GSTIN (if applicable) have to be provided to every customer for each transaction. Exchange or return may be allowed as per standard practice.
 - (ii) University will not be responsible for the credit extended to residents/ students/ employees under any circumstances.
 - (iii) Schemes allowed by companies to be passed on to the consumers.
 - (iv) No promotional events or stalls for introducing new products outside the shop within the shop without prior permission from the University.
 - (v) University will not be party nor will help the Licensee where a govt. agency or its official is visiting the premises in connection with the discharge of his duties. Any dispute arising out the same shall be the responsibility of the Licensee and the Govt. Agency.
- i) Provision of Payment by customers through BHIM UPI, Google Pay, Paytm, POS etc. must be available at shop.
- j) **Security Deposit (SD) (Non-Interest Bearing):** The successful bidder shall be required to furnish a **Security Deposit (SD) within 15 days of receipt of “Letter of Intent (LoI)”** for an amount of the specified security deposit as mention in NIT for each shop separately in the form of DD in favour of “The Jamia Millia Islmia, New

Delhi”. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the Licensee accordingly.

- k) **Signing of Contract:** The successful bidder shall enter into an agreement for running the shop for which he/she emerges successful bidder within 30 days from the date of issue of allotment letter but after submission of Performance Security.
- l) **Term/Period of Contract:** The contract shall be awarded initially for Two Years subject to review of half-yearly satisfactory performance. It can be extended further, subject to satisfactory performance.
- m) **License Period/ Minimum Period of Doing Business/ Payment of Rent/ License fee:**

- (i) The successful bidder/ allottee shall enter into deed of license on non-judicial stamp paper worth Rs.100/- (as per government norms) for **02 (two) years** or as the case may be and will commence the business within 30 days from the date of issue of allotment letter (LoI). If the allotted fails to enter into deed of license and commence the business within fifteen (15) days from the date of payment of security deposit, then Security money will be forfeited.
- (ii) The licensee shall have to run the business for a minimum period of two (2) years in respect of Shops from the date of entering agreement. If the Licensee desires to vacate the premises for whatsoever reasons before completion of license period of (2) years, then security deposit will be forfeited.
- (iii) **Payment of Rent/ License Fee:** The licensee shall have to pay monthly rent/ license fee with GST on or before **7th of every month**, If the licensee fails to deposit the license fee in advance, the penalty clause is as under for late deposit:

Period	Penalty
Within 1 st month from the due Date	25% of license fee including GST
Within 2 nd month from the due Date	50% of license fee including GST
Within 3 rd month from the due Date	75% of license fee including GST

❖ **To obtain the GST Invoice of Rent/ License Fee may be contacted to Finance Office, JMI without fail.**

- (iv) Electric and water charges to be paid as per meter reading or decided by the University. Licensee may be contacted to the Building & Construction Department, JMI for timely payment.
- (v) The Successful bidder will pay license fee per month (in advance) as per the quote for **one year** and for the subsequent years at rate of **10% annual increment**.
- (vi) **Non-payment of rent for consecutive three month then license/ agreement is liable to be cancelled.**
- (vii) The Licensee shall abide by the conditions of license deed executed between the Licensee and the Licensor during the period of license; and
- (viii) **Non Exclusive Clauses:** The allotment of Shops shall be on “NON EXCLUSIVE BASIS” i.e. the University shall have right to grant license to more than one licensee to do same Business in the same Premises.

n) **Penalty Provision**

In the opinion of the licensor (University), if the licensee (successful bidder/ allottee) fails to execute the license for the terms mutually agreed and enter in the agreement/ contract between the licensor and the licensee to satisfaction of the licensor, the University (licensor) has the right to take the following actions:

- (i) Imposition of fine for breach of contract by authorized officer of the University.
- (ii) Forfeiture of Performance Security Deposit either partly or fully.
- (iii) Termination of license by giving one month’s notice.

- (iv) Termination of contract with the above due notice and also simultaneous forfeiture of security deposit.
 - (v) In the event of any statutory authorities imposes any punishment or fines etc. and if the University is made a party in such penal action, the University have the authority to keep security deposit etc., with it until it is proved to the satisfaction of the University that such penal actions are cease. Such penal actions may be a reason for termination of Contract.
 - (vi) On expiry of the contract, Security deposit will be returned only on the handing over the premise in same condition (subject to normal wear & tear), paint & restoring it in original colour.
 - (vii) Non maintenance of hygiene and cleaning will attract imposing of penalty of Rs.1000/- per day, in addition to the cost of engaging safai karamchari (s) or any other expenses to be incurred by the University, will be levied for each default during the first a week. If services do not improve subsequently, a penalty of Rs.2000/- per day, along with the aforementioned additional costs will be imposed for subsequent defaults.
 - (viii) If found overcharging the rates/ non display of notice etc. penalty may be imposed as follows:
 - a) Rs.1000/- fist time, b) Rs.2000/- second time and c) Rs.3000/- third time and liable to terminate the agreement.
 - (ix) If at any time, after the allotment of space (during the operations), it is found that the vendor/ Licensee has encroached onto the extra area, the vendor/ Licensee is liable to be penalized by levying a penalty **(at the rate of 2 times the monthly rent)** along with the cost of removal of encroachment.
 - (x) **Subletting/ Sublease:** The licensee during the license period, permanently or temporarily, shall not share/ franchise or sublet to anybody else and shall not be allowed to take any person to share the premises or in partnership without the prior written permission to the licensor, not shall she/he be entitled to allow any person to occupy the licensed premises or to use any part thereof without the permission in writing from the licensor- otherwise Security Deposit will be forfeited as penalty and liable to termination of agreement.
- o) Termination of Contract:**
- (i) The JMI will be at liberty to terminate the license of the allotted premises and also forfeit security amount and license fee paid in advance by giving 30 days notice to the tenderer/allottee for any breach of the Terms & Conditions of the Tender Document/Agreement as well as office orders issued from time to time by the Competent Authority.
 - (ii) The JMI is also at liberty to terminate the license with one month's notice, without assigning any reasons;
 - (iii) The licensee defaults in payment of license fee for **three months consecutively or three times in calendar year**, the license can be terminated and the Security deposit will be forfeited;
 - (iv) The licensee shall have to run the business for a minimum period of two (2) years in respect of Shops from the date entering agreement. If the Licensee desires to vacate the premises for whatsoever reasons before completion of license period of 2 years, then performance security deposit will be forfeited.
 - (v) The licensee fails to start the business in the shop for a period of Thirty (30) days (for which the license is granted LoI) for what so ever reasons, unless it extension granted by the University, the LoI will be cancelled including forfeiture of the performance security.

- (vi) The licensor shall have the right to terminate the license (contract) if in his opinion the quality of goods/ services sold is not up to the standard/ satisfaction including forfeiting the Performance Security deposit.
- p) **Dispute Redressal & Applicable Laws:** All disputes that may arise shall be referred to the Competent Authority of the University whose decision shall be final.
- q) **JURISDICTION:** The courts at Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.
- r) **All the above terms, conditions and guidelines will form part of deed of agreement. The licensee shall have to be bound by above mentioned terms & conditions in addition to any other conditions prescribed by the University.**

GUIDELINES FOR SUBMISSION OF E-Tender

- i. Manual bids shall not be accepted.
- ii. Conditional bid will not be accepted.
- iii. “Technical Bid” shall comprise of all tender clauses and tender document as per Annexure A.
- iv. “Financial Bid” shall comprise the price bids of the items included in Financial Bid Annexure B.
- v. Bids shall be submitted online only at the CPP portal in time: <https://eprocure.gov.in/eprocure/app>. Bidder will be solely responsible for any delay due to other issues.
- vi. Bidders are advised to follow the instructions provided in the Instructions to the bidder for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at [https://eprocure.gov.in/eprocure/ app](https://eprocure.gov.in/eprocure/app).
- vii. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
- viii. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
- ix. The Financial Bid template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- x. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
- xi. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
- xii. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- xiii. There is no limit on the size of the file uploaded at the server end. In order to reduce the file size, bidders are suggested to scan the documents in 200 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds. The scanned document must be legible. Blurred documents will not be accepted.
- xiv. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- xv. **The payments of Cost of tender form and Earnest Money Deposit (EMD) in the shape of DDs, the details of the Earnest Money Deposit (EMD) submitted physically to the Property Section, Registrar Office, Jamia Millia Islamia, New Delhi and the scanned copies of DD & EMD be uploaded at the time of bid submission online otherwise the Tender will be summarily rejected.**
- xvi. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- xvii. **The bidder may submit the bid documents online mode only, through CPP portal. Offline documents will not be accepted.**
- xviii. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then uploaded.
- xix. After the bid submission, the bid summary has to be printed and kept as an acknowledgement

as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

- xx. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- xxi. The bidder should see that the bid documents uploaded should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- xxii. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e- Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- xxiii. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).
- xxiv. Bidder who has downloaded the tender from the University's website www.jmi.ac.in & Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded financial bid template in any manner. In case the same is found to be tampered/modified in any manner, the tender will be completely rejected and earnest money deposit (herein after referred to as 'EMD') would be forfeited and the tenderer is liable to be banned from doing business with University.
- xxv. **Intending bidders are advised to visit the University's website www.jmi.ac.in on regular basis to the closing date of submission of tender for any corrigendum/addendum/ amendment at any stage.**
- xxvi. The bidder should upload a PDF file of only relevant documents duly indexed and signed by the authorized signatory as mentioned in the Tender document. The PDF document should be compiled and indexed in the manner of Technical Bid and other documents/information requisite in the tender document should be page numbered. Otherwise, the bid will be rejected.
- xxvii. Bidders shall submit their bids through the online e-tendering system well before the bid submission end date & time (as per Server System Clock). **The University will not be responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
- xxviii. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the bidders shall **take a printout of the system-generated acknowledgment** number, and keep it as a record of evidence for the online submission of the bid, which will also act as an entry pass to participate in the bid opening.

Technical Bid**Renting Out Shops to Set up an Operate the concern Shops at JMI, New Delhi****NIT-07/JMI/RO/Shops/2024**

1. Name of Participating Bidder/ Registered Firms/Agency:
2. Name of Owner/Proprietor, Partners/
Directors of the applicant with
addresses and Phone numbers:
.....
.....E-mail ID.....
3. Contact Details:
 - a. Registered Address of Firm/Agency:
 - b. Phone/ Mobile No.:
 - c. Email ID:
4. Contact Person/ Representative of firm:.....
(Name & Designation)
5. Detail of DDs

Particular	DD No.	Date of issue	Drawn by Bank
Tender Fee (Rs.500/-)			
EMD (Rs.10,000/-)			

6. Bidder(s) who are registered with the MSME (relevant profile/ services) are exempted from submitting cost of tender document and EMD, if any
Certificate No. Issued on
Relevant services.....
7. Registration Number and Date of Registration of Firm/ Agency
 - a. Registration Number :
 - b. Date of Registration:
8. PAN Number: Aadhar No.....
9. GST Registration Number:
10. Food License Number (if applicable):
11. Labour License (if applicable):
12. Affidavit on Non blacklisting issued on
13. Affidavit for close relation issued on
14. EPF Registration Number (if applicable):
15. ESI Registration Number (if applicable):
16. Whether Quality Certification obtained: Yes/No
(If yes, copy to be enclosed)

17. Litigations, if any, connected with shop operation Work: Yes/ No
(If yes, details to be furnished)

18. Bank Account Details:

a. Account Number:

b. Name of Bank & Branch Address:

.....

c. IFSC Code:

19. Financial Turnover Rupees (in Lakhs) (**Rs.2,50,000/- for each F.Y.**)

a. FY 2021-22:

b. FY 2022-23:

c. FY 2023-24:

20. List of similar work/ relevant experience executed at least 3 years.

S. No.	Year-wise detail (Period)	Name and address of Organization	Area of the Shop in Sq. Meter	Relevant type of business	Name, addresses and contact details of the client
1.					
2.					
3.					
4.					
5.					

21. Any other information, tenderer wishes to provide in support of their credentials (Details, if any, to be furnished)

(Signature of Bidder)

**DECLARATION REGARDING BLACKLISTING/DEBARRING FOR
TAKING PART IN TENDER**

(To be executed & attested by Public Notary/ Executive Magistrate on Rs.100/- non-judicial Stamp paper by the bidder)

I/ We _____ hereby declare that the firm/ company namely M/s. _____ has never been blacklisted or debarred in the past by Any Govt./Union/ State Government, PSU/ Autonomous organization from taking part in tenders in India.

Or

I/ We _____ hereby declare that the Firm/ company namely M/s. _____ was blacklisted or debarred by Union/ State Government or any Organization from taking part in Government tenders for a period of _____ years w.e.f. _____ to _____.

The period is over on _____ and now the firm/ company is entitled to take part in Government tenders. And at present no case is pending against us in any Court of Law.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by Registrar, JMI, New Delhi. Performance Security, Security deposit shall be forfeited and debarment for two years.

DEPONENT (Bidder)

Name : _____
Address : _____

**DECLARATION REGARDING NO CLOSE RELATION RUN ANY OTHER
CANTEEN/SHOP/KIOSK IN JAMIA MILLIA ISLAMIA**

(To be executed & attested by Public Notary/ Executive Magistrate on Rs.100/- non-judicial Stamp paper by the bidder)

I/ We _____ hereby declare that the firm/ company namely M/s. _____ either himself/ herself or through any partner/close relation i.e. son/ daughter/ father/ mother does not have a license in the University for any other canteen/mess/shop/kiosk.

AND only one shop/kiosk is to be considered for allotment to me/ family which would include self/ husband, dependant father, mother dependent son, daughter-in-law, unmarried daughter and that members of same family and secure any subsequent allotment of shops/kiosks through any other business transactions such as partnerships or any other means.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by Registrar, JMI, New Delhi. Performance Security, Security deposit shall be forfeited and debarment for two years.

DEPONENT (Bidder)

Name : _____

Address : _____

(To be given on Company Letter Head)

Date:...../...../.....

**To,
The Registrar
JMI, New Delhi**

Subject: Acceptance of Terms & Conditions of Tender.

Reference Tender No.: _____ Name of Tender: _____

Dear Sir,

1. I/We hereby certify that I/ We have read the entire terms and conditions of the tender documents (including all documents like annexure(S), Schedule(s), etc.), which form part of the contract agreement and I/ We shall abide hereby by the terms/ conditions/ clauses contained therein.
2. I/ We hereby unconditionally accept the tender conditions of above mentioned tender document(s) in its totality/ entirety.
3. I/ We certify that all information furnished by the my/ our Firm is true & correct and in the event that the information is found to be incorrect/ untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Check list for Technical Bid

S. No.	Documents to be Uploaded	Yes/No	If Yes, Page No.
1.	Proof of annual turnover of Rs.2.5 Lakhs or more for each financial year during last three financial year (2021-22, 2022-23 & 2023-24) in books of accounts certified by Chartered Accountant which have undertaken the audit for the same period, or Copy of ITR returns for financial year (2021-22, 2022-23 & 2023-24) to be uploaded.		
2.	Proof of experiences Certificate details of experience in running a retail operating shop and at least for a period of three years		
3.	Similar Work Order copies executed in Central Universities/ Autonomous Bodies/ Central Government Public Sector Undertaking/ Central Government Public Sector Enterprises/ States Universities/ Colleges/ Schools/ Super Market		
4.	Undertaking certificate duly notarized that the firm has not been Blacklisted/ debarred by any Institute or any organization and no pending cases. (As per Annexure-II)		
5.	Undertaking certificate duly notarized that the firm either himself/herself or through any partner/close relation does not have a license in the University for any other canteen / shop/ kiosk. (As per Annexure-III)		
6.	Self-attested Copy of PAN, GST Certificate & Aadhar card (if applicable)		
7.	Copy of valid licenses under Contract Labour (Regulation & Abolition) Act. 1970 (if applicable as per government norms) (if applicable)		
8.	Copy of Food license (if applicable)		
9.	Copy of registration with EPF & ESI (if applicable as per government norms)		
10.	Copy of Commercial Establishment Certificate		
11.	Copy of Registration Certificate of the firm/ agency issued by the Municipality Corporation/ concerned authority of the State and Commercial Establishment Act. (if applicable)		
12.	Proof of ownership and control of the firm		
13.	Bidders information (Technical Bid) as per Annexure-I		
14.	Acceptance of Terms & Conditions of Tender Annexure-IV		
15.	Certificate for quality (if any)		

Note: Photocopies of all necessary documents duly self-attested must be attached for verification of the information provided. Non submission of any of the above documents may lead to rejection of the bid.

(Signature of the bidder)

Name and Address

JAMIA MILLIA ISLAMIA
Accredited by NAAC in A++ Grade
(A Central University by an Act of Parliament
Maulana Mohammad Ali Jauhar Marg, New Delhi-110025; www.jmi.ac.in)

NIT-07/JMI/RO/Shops/2024

Financial Bid Format**(Section – II)****for****Renting Out Shops to Set Up and Operate a Concern Shop at JMI, New Delhi**

Name of the Bidder/ Bidding Firm/ Company:

List of Shops/Kiosks

S. No.	Particular	Area of Shop in m ²	Minimum license fee reserved	Shop to be allotted for
1.	Shop No. 1 near Bhopal Ground	10.03	9,500/-	Stationary/ General Store
2.	Shop No. 2 near Bhopal Ground	16.48	15,500/-	Vegetable Food/ General Store
3.	Shop No. 3 near Bhopal Ground	16.48	15,500/-	Hair Salon (Gents)
4.	Shop No. 4 near Bhopal Ground	16.48	15,500/-	General Store
5.	Shop No. 5 near Bhopal Ground	16.48	15,500/-	Chemist (Medical)
6.	Shop near Indian Bank	27.90	26,500/-	Books & Stationery
7.	Space at Jamia School Campus	15.64	15,000/-	Photocopy/ Books & Stationery
8.	Space near Central Canteen	10.03	10,000/-	Photocopy/ Stationery
9.	Shop near Old SRK Hostel	12.80	12,000/-	Tailoring
10.	Space near F/o Engg. Library	13.82	13,000/-	Photocopy/ Stationery
11.	Space near F/o Education	4.27	4,100/-	Photocopy/ Stationery
12.	Space near F/o Law	9.58	9,100/-	Photocopy/ Stationery
13.	Space, Near Dr. Z. H. Library	16.41	15,500/-	Photocopy/ Stationery
14.	Space near S. Ramanujan Block	03.43	3,500/-	Photocopy/ Stationery
15.	Shop near F/o Hum. & Lang.	15.60	15,000/-	Photocopy/ Stationery
16.	Space on First Floor above Post Office	246	2,32,000/-	Big Departmental Store/Super Market
17.	Space near BHM Hostel	24.90	23,500/-	Ladies Beauty Parlour

Note: (1) Kindly see Financial Bid as uploaded on CPP Portal**Note: (2)** Bidder is required to give offer for each shop separately.**Note: (03)** A large number of students are studying in the University at normal times. But, during the vacations and Ramdan period the strength of the students is substantially reduce or the university is closed. However, University does not take any responsibility for the minimum business from such shops.

The above rates including all applicable taxes.

*Successful Bidder/ licensee is liable to pay all applicable taxes as per government norms as and when applicable.

(Signature of Tenderer with seal)

Name:

Full Address:

.....

.....

Mobile No.:

Email:

Place:

Date:

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of JAMIA MILLIA ISLAMIA

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20

BETWEEN

President of India represented through the Registrar, Jamia Millia Islamia, (Hereinafter referred as the

„Principal/Owner“, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
...

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

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

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

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No)

(hereinafter referred to as “Tender/Bid”)

and intends to award, under laid down organizational procedure, contract for

(Name of work)

hereinafter referred to as the “Contract”.

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

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

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

Article 1: Commitment of the Principal/Owner

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

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

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

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

(2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

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

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

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

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

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

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

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

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

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

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

Article 3: Consequences of Breach

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

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

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

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

Article 4: Previous Transgression

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

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

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

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

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

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

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

Article 6- Duration of the Pact

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

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

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.

2. Changes and supplements need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

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

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

(For and on behalf of Principal/Owner) WITNESSES:

1

(signature, name and address)

2

(signature, name and address)

Place: Dated

Details of Independent External Monitors (IEMs) of the University:

1. Shri Madan Mohan Bhatia, IDSE
(Retd.)
G-05,splendid Royale, Hosapalaye Main
Road, Benguluru – 560068
mmbhatia2001@yahoo.com

2. Shri M.P. Johnson, ISS (Retd.)
Flat # 309, Block # 1
SMR Vinay Harmony county
Bandlaguda Jagir, Kismatpur Road
Hyderabad–500086(Telengana State)
Email: mpjohnson@rediffmail.com