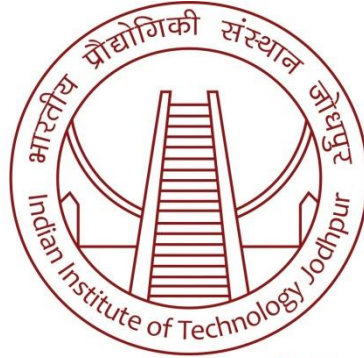


**TENDER FOR LEASE OF VEGETABLE AND FRUIT SHOP: IIT JODHPUR (KARWAR)**

**NIT NO: IITJ/OE/PC/GS/18-19/76**

<b><u>NIT Issue Date and Time</u></b>	<b>: 11 January 2019</b>
<b><u>Pre-bid Meeting</u></b>	<b>: 01 February 2019 (1500 Hrs)</b>
<b><u>Tender Submission Date and Time</u></b>	<b>: 08 February 2019 (1500 Hrs)</b>
<b><u>Tender Opening Date and Time</u></b> <b>(Technical Bid)</b>	<b>: 11 February 2019 (1600 Hrs)</b>
<b><u>Tender Opening Date and Time</u></b> <b>(Financial Bid)</b>	<b>: Date Later</b>



॥ त्वं ज्ञानमयो विज्ञानमयोऽसि ॥

**Indian Institute of Technology, Jodhpur**  
**NH-65, Nagaur Road, Karwar, Jodhpur - 342037**  
**Rajasthan**

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TEL: +91 291 280 1061

Website: [www.iitj.ac.in](http://www.iitj.ac.in)  
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## TENDER FOR LEASE OF VEGETABLE AND FRUIT SHOP AT INDIAN INSTITUTE OF TECHNOLOGY, JODHPUR

Indian Institute of Technology Jodhpur invites online and offline Bids for **“LEASE OF VEGETABLE AND FRUIT SHOP”**. The Contract will be initially for a period of one year, which may be renewed annually for another two years on early basis on existing Terms and Conditions subject to satisfactory performance. All offers should be made in English and should be written in both figures and words. Tender forms can be downloaded from the CPP Portal (<http://eprocure.gov.in/eprocure/app>) & Institute website <http://www.iitj.ac.in/tenders/index.php?id=equipment>. The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidders from the tender exercise. The Director, IIT Jodhpur reserves the right to select the item (in single or multiple units) or to reject any quotation wholly or partly without assigning any reason. Incomplete tenders, amendments and additions to tender after opening or late tenders are liable to be ignored and rejected.

### **1. Instructions for Online Bid Submission :**

- 1.1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender publishing on the CPP Portal.
- 1.2. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 1.3. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 1.4. The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format. All quotation both Technical and Financial should be submitted in the E-procurement portal.
- 1.5. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <http://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link “Information about DSC”.
- 1.6. The Institute will not be responsible for any type of technical issue regarding uploading of Tender on website.

### **2. SEARCHING FOR TENDER DOCUMENTS**

- 2.1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the

bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

- 2.2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 2.3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **3. PREPARATION OF BIDS**

- 3.1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 3.2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3.3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option.
- 3.4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" are available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **4. SUBMISSION OF BIDS**

- 4.1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 4.2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4.3. Financial Bids can be submitted in PDF format (As per pdf).
- 4.4. The bidder may add rows to include the prices of all components & warranties, installation etc. whichever applicable.
- 4.5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 4.6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.7. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

4.8. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

## 5. ASSISTANCE TO BIDDERS

5.1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.

### Scope of Work

1. IIT Jodhpur would require Vegetables and Fruits Shop for IIT Jodhpur fraternity, and the same be available all the time at a reasonable or fixed price, best quality and correct quantity.
2. The Vegetable and Fruit Shop would encompass 'Scope' as under:
  - (a) Sell of Vegetables and Fruit at reasonable price, best quality, correct quantity, delivery of goods in respect of individuals and Guests of IIT Jodhpur.
  - (b) Organising accurate billing in case of every individual.
  - (c) Timely clearing of Rent, Electricity and Water Charges as prescribed in the Tender Documents.
  - (d) Rate chart will be provided to *Office of Estate* on weekly/monthly basis.

### Definitions

3. Unless otherwise specified, the following expressions used shall carry the meaning hereunder respectively assigned to them, namely:
  - (a) The expression "Owner", "Institute", "IITJ" or "IIT" occurring in the tender document shall mean IIT Jodhpur.
  - (b) The expression "Bidder" shall mean the Tenderer who submits tender for the work and shall include the Successor and permitted assigns of the Tenderer.
  - (c) The expression "Contractor" shall mean the Tenderer who submits the tender for work and selected by the Institute for the performance of subject work and shall include Successor or permitted assigns of Contractor.
  - (d) "Officer-in-Charge" shall mean any representative of the Institute authorized to act as the Officer-in-Charge of the work or any specified part thereof.
  - (e) "Work" and "Scope of work" shall mean the totality of work/services and supply of materials by expression or implication envisaged in the contract and shall include all materials, equipment and labour required for commencement, performance, provision or completion thereof.
  - (f) "Contract" shall mean the contract for the work and shall include the tender document, the specification, general or special conditions of contract of IIT, the letter of acceptance and the acceptable rates/bill of quantities in price bid etc.
  - (g) "Competent Authority" shall mean the Director, IIT Jodhpur or any other Officer designated by him for the purpose of this work/tender pertaining to Vegetable and Fruit Shop Services and powers delegated thereto, for the conduct of the defined work and smooth functioning of the Vegetable and Fruit Shop Services.

### Minimum Qualification for Bidding

4. Bidder shall have following pre-requisites in providing Vegetable and Fruit Shop Services :
- (a) The Tenderer should be a native of India.
  - (b) The age of Tenderer should be between 18 to 60 years on the last date of submission of tender.
  - (c) Educational qualification should be minimum 12<sup>th</sup> Standard Pass.
  - (d) The bidders shall submit details of **experience in functioning a shop or related field at least for a period of minimum two years on or before Tender Submission along with documentary proof.**
  - (e) Quality Certificate, Shop License and any other Certificates / License as applicable will be submitted
  - (f) Certificate of Registration of the bidder under relevant laws, such as Companies Act 1956 and Shops & Establishment Act 1958. For Partnership Firms, Full Name and Address of each Partner along with Certified copy of Registered partnership Deed, copy of Trade License. For Proprietorship firms, full name and Address of Proprietor along with Certified copy of Trade License.
  - (g) All bidders will submit along with their Tender documents, copies of the valid License, TIN No, PAN Card, GST, EPF and ESI Registration Certificates.
  - (h) A Certificate (Affidavit) as per format at **Appendix F** on Rs 100/- non judicial stamp paper will be submitted by the firm duly Notarized that they haven't been **Debarred or Blacklisted** for any services, supplies or products dealing in, by any organizations or educational Institute/ University or State/ Central Government and no criminal case/legal proceeding or industrial dispute is pending or contemplated against them.

#### **INSTRUCTIONS TO BIDDERS FOR SUBMITTING TENDER DOCUMENTS**

5. The Technical Bids will be opened as per dates mentioned on the cover page. Tender(s) received beyond the deadline will be summarily rejected. Interested agencies are requested to submit online bids through NIC Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)) and offline bids in three sealed envelopes as explained in succeeding paras super scribing as the reference number to be sent by Speed Post/Courier to "**Office of Store and Purchase, Indian Institute of Technology ,NH 65, Karwar, Jodhpur**" so as to reach on or before the specified date. The Financial bids of only those agencies who would qualify based on Technical Bid documents, will be opened and the lowest bidder (as per the evaluation criteria) will be awarded the contract. Director, IIT Jodhpur reserves the right to reject any or all the tenders without assigning any reason. Any attempt on part of tenderers to influence, negotiate directly or indirectly with Institute, will lead to exclusion from consideration.

6. (a) The Bidder shall give an undertaking that he/she will comply with all conditions in the tender documents. For this purpose, the tender documents shall be completed in all respects and duly signed and stamped on each page by an authorized representative of the Bidder.

(b) **Double Cover Bid Tender:** Bidders are required to submit their offers in a sealed cover superscribing the name as above of the tender and containing three separate envelopes as under:

(i) **Envelope X** should be super-scribed with the name of the work and the words **Technical Bid**. It should contain documents as per **Appendix A** which includes:

- (aa) Copy of tender documents with all pages duly signed and stamped and all Terms and Conditions agreed to.

- (ab) Technical Data Sheet.
- (ac) Declaration with respect to Non Black listing.
- (ad) TIN No, PAN No, GST, Registration Certificates.
- (ae) Bank Drafts (Tender Fee Rs 1,000/- and EMD Rs 25,000/- .

All other essential certificates/documents as mentioned in essential qualification required for bidding.

**(ii) Envelope Y** should be super-scribed with the name of the work and the words **Financial Bid**. It should contain only the "**Financial Bid**" as per **Appendix C** and sealed.

**(iii) Envelope Z**: Envelope X and Y duly sealed shall be placed in Envelope Z superscribed and again sealed.

(c) The bidder shall quote his rate in the **Financial Bids** both in figures and in words. Incomplete **Financial bids** and those submitted in any other format will be rejected. The sealed outer **Envelope Z** shall be addressed to: **Officer-in-Charge, Office of Stores & Purchase, Indian Institute of Technology, NH 65, Karwar, Jodhpur, PIN- 342037.**

(d) All Tenders submitted in person should be dropped in the Tender Box kept at the Office of **Officer-in-Charge, Office Stores & Purchase, IIT JODHPUR**, latest by the last date and time of submission.

(e) No Faxed/E-mailed Tenders will be entertained. IITJ will not be responsible for any postal losses or delays in submission of tender documents.

### **Terms and Conditions for Vegetable Shop**

7. Following Terms and Conditions will be applicable to the service providers:

- (a) **Vegetable and Fruit Pricing**: The Vegetable and Fruit permitted to be sold in the shops, shall not be higher than the rates prevailing in the local market or shall not exceed MRP as the case may be and shall function the business in accordance with laws. Institute Committee will verify Mandi's selling price of items on weekly basis. In case of any discrimination, penalty may be imposed and administrative action can be initiated.
- (b) Contract will be extended annually for two years only after reviewing by the Committee.
- (c) The area of the allotted shop will be approx 70-100 square feet. The license fee will be calculated based on exact area allocated for the shop by the Institute.
- (d) Minimum License fee of the shop will be @Rs.7/- per square feet. Firm quoting highest (H-1) will be considered for award of work order.
- (e) **Electricity & Water Charges**: The Electricity Charges shall be paid as per the sub meter reading and the tariff/as decided by the Committee in accordance with the instructions issued from time to time. In case water is provided to licensee, water charges shall be paid by the licensee regularly, as fixed by the Committee. The sub meters will be Electrical Digital Proof, and will be procured at the cost of the licensee.
- (f) Old/Stale/expired Vegetables and Fruits will not be kept in the shop.
- (g) The Committee will have right to see the quality, market price, and reasonability of the Vegetables and Fruits.
- (h) Weights and measures of approved Govt Agency only will be used. Weighing will be done only on Electronic Government approved Machines with adequate back up machines. Weighing by traditional instruments strictly not allowed.
- (i) Encouraged to install Digitised Payment by Swiping Machines for convenience in payments for the goods delivered.
- (j) No subletting of work will be allowed at any stage.

- (k) Tenderer shall have to submit the Tender form only for the business mentioned against such shop. There will be separate Tender form and separate sealed covers for multiple Shops/Business to be submitted. No combined quotation for multiple business will be submitted and any deviation will lead to rejection of tender.
- (l) The successful Tenderer will be allowed to commence the business upon the satisfaction of other formalities like payment of PSD, Execution of Agreement (Deed of License) failing which EMD/PSD paid will be forfeited besides cancelling the license.
- (m) Space allotted to the shopkeeper can be relocated as per the Institute Requirement.
- (n) **Change in Nature of Business:** The licensee has to do the same business which is mentioned in the tender notification and license issued. If the licensee is found doing business in the Shop other than the stipulated in the deed of license, the same is liable to be terminated duly forfeiting PSD.
- (o) In the event of Death of licensee, the license shall come to an end. However, the licensor may permit the Legal Heir of the licensee to run the business on the same Terms & Conditions for the remaining period of license on execution of fresh Deed of license by such Heir.
- (p) The shop or premises will be given "as is where is Condition" to the successful licensee. Any modifications, changes, alterations, repairs, required shall be undertaken by the licensee at his own cost with the prior written permission from the Institute and as per the drawings approved by the appropriate authority.
- (q) **Confinement to Area of Shops**
- (I) The licensee has to perform the business by confining to the extent of Shops, allotted as mentioned in the tender notification or as recorded in license deed. There will not be any encroachment of platforms, area of other shops by licensee, under any circumstances.
- (II) If the licensee encroaches the platforms, area meant for passengers movement or area of other shop/open space, the licensee is liable for payment of penalty. If the licensee is habitual encroacher be served a notice to vacate the premises.
- (III) Bio Waste Management will be in a proper way. The premises and surroundings of the shop shall be kept clean and tidy by keeping dustbins at appropriate places and are subject to inspection by the officials of the licensor and the Municipal Authorities. Non-compliance will attract penalty imposition up to Rs.1000/- on each occasion. Plastic Carry Bags will be totally prohibited inside the Campus.
- (IV) "Suggestions & Complaints" book which shall be made available to the public on demand immediately. Any suggestions or complaints made by the public; be attended on priority. The said book shall be produced to inspecting officials. The "Suggestions & Complaints" recorded in the book be scrupulously followed and failure to follow will lead heavy penalty imposition or Agreement termination/forfeiture of PSD.
- (V) The licensee has to undertake white washing / painting of the shop premises once in a year at his own cost.
- (VI) 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 1700 hrs on the last day of contract.
- (VII) In the event of the Licensee failing to deliver vacant premises to the licensor, the licensor shall have the right to take possession of the premises by putting his own lock and key to the shop. The articles, if any, left by the licensee, will be kept open for public auction on the next day of taking over the premises by the

licensor.

- (VII) 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.
- (r) **Manpower Deployment:**
- (I) The licensee shall register himself as a Contractor under the Contract Labour (Regulation and Abolition) Act 1970.
- (II) The licensee has to pay amounts, in case of any accident to the personnel employed by them during the business time. The licensee alone is liable for workmen's compensation and any other statutory dues. The Institute is not liable for payment of any such compensation.
- (s) **Taxes:** The licensee shall pay all the taxes which are levied by the Central Government and State Government from time to time. The Institute 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.
- (t) All the above Terms and Conditions will form part of agreement. The licensee will have to be bound by these conditions in addition to any other conditions prescribed by the Institute.
- (u) All Notices, Consents, Sanctions, Directions and Approvals referred to in this agreement or otherwise shall be given by the licensor to the licensee in writing. The process in the said auction will be adjusted towards the arrears of license fee etc., and the balance, if any, will be refunded to the licensee. Failure to deliver vacant possession by the Licensee to the licensor, shall entitle the Licensor to forfeit PSD. In the event of any damage 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 licensee shall make good to the Licensor shall have right to recover the said amount from PSD of the licensee. No living 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 shops. During the Agreement period, the licensor is at liberty to alter /modify /add/delete the condition(s) of the Agreement in the interest of the Institute.
- (v) **Prohibitions:**
- (I) No shopkeeper should sell any prohibited items such as Cigarettes, Gutka, Pan Masala, Intoxicants, Liquor, Prohibited drugs etc. They shall adhere to the code of conduct laid down by the Institute from time to time. The licence agreement can be terminated at any point of time without assigning any reasons including violation of contractual obligations.
- (II) **Use of Polythene and Colours in Food items:** All shopkeepers shall submit an undertaking for not using the polythene carry Bags which are banned by the State / Central Governments/other agency. While preparing foods and beverages, no chemicals/colours will be used which are harmful to public health.
- (III) No child labourer shall be employed for servicing as per law.
- (IV) The licensee shall not exhibit or permit any advertisement in the shop, except her business. The cut-out/poster/hording will not be obscene. In case of misbehaviour, assault on person / employees Institute, any act or comment tarnishing the image of Institute by the licensee or his representative /workers



lead to impose penalty or termination of contract duly forfeiting PSD.

- (V) **Sub Shops/Outlets:** Permission shall not be accorded to any licensee to open sub Shop/Outlets under any circumstances for whatsoever reasons.
- (VI) Operations of the shops and timings shall be as per the directions of Committee.
- (VII) Institute reserves the right to accept or reject the tender of any shop/shops at the sole discretion of Institute without assigning any reasons thereof.

### **Preparation of Bank Drafts**

- 8. Following Bank Drafts in Favour of “Director, IIT Jodhpur” payable at Jodhpur will be enclosed in Envelope X as part of Technical bids:-
  - (a) Rs 1,000/- bank draft for Tender Fee: Non- Refundable.
  - (b) Rs 25,000/- bank draft for Earnest Money Deposit (EMD): Refundable.
- 9. **Performance Security Deposit (PSD):** Rs. 25,000/- in the form of Fixed Deposit Receipt (FDR) in favour of “Director, IIT Jodhpur” shall be deposited within one week of issue Letter of Intent (LOI).
- 10. **Annual Turnover:** Vendors Annual Turnover for last three financial years (2015-16, 2016-17 and 2017-18) should not be less than Rs. 5,00,000/- (Rupees Five Lakh only) each year. Financial statements with net profit duly audited/certified by Chartered Accountant (CA) for last three years along with copies of Income Tax Returns (ITE), must be enclosed with Technical Bid.

### **Financial Bids**

- 11. Financial bids shall be prepared and submitted online and offline as per the format attached as **Appendix ‘C’**:
- 12. **Terms of Payment**
  - (a) Monthly payment will be made as per the Bills produced by the Vendor.
  - (b) The service provider will submit monthly Individual bills by 3<sup>rd</sup> of every month. Payment will be made within 10 days of bills submission, in favour of the Vendor (in the name of the Firm/ Agency, as per award of Contract and Agreement) .
  - (c) The Contractor needs to provide details of his Bank Account Number, Name and Address of the Bank, Branch Code and IFSC code, to facilitate payment through NEFT/ RTGS.
  - (d) If the Scope of Service increases (as per written communication and record) and/or at the time of award of the contract, including extension of one year and part thereof, including complete month, after the period of contract or otherwise, same will be extended on **existing Terms and Conditions**.
  - (e) **Payment to Contractor’s Employees.** In case of any complaint receipt for nonpayment of dues to his employees or the PF or any other kind of dues to his employees, IIT Jodhpur will be at liberty to deduct such amount payable to the aggrieved person from Contractors bills and make payment to the person concerned under intimation to the Contractor.
- 13. **Compliance of Labour Laws.**
  - (a) The contractor shall comply with the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen’s Compensation Act 1923, Industrial Dispute Act 1947, Maternity benefits Act 1961, Apprentices Act 1961 and the Contract Labour (Regulation and Abolition) Act 1970, ESI, EPF or the modifications thereof or any other laws relating thereto and the rules made from time to time. If he fails to do so, his failure will be a breach of the contract and IIT Jodhpur may at its discretion cancel the contract. The Vendor shall also be liable for any

pecuniary liability arising on account of any violation by him of the provisions of the acts.

14. **Termination and Extension.** IIT Jodhpur reserves the right to terminate the contract in part or full at any time with one month notice without assigning any reason thereof. IIT Jodhpur also will have the right to extend this contract on the existing rates, Terms & Conditions at one time or in spells of lesser time/periods upto a cumulative maximum period of three years or till an alternative arrangement is made whichever is earlier. Total tenure must not exceed 03 (three) years.
15. **Penalty.** In the opinion of the licensor, if the licensee fails to execute the license for the terms to mutually agreed and enter in the Agreement /Contract between the licensor and the licensee to satisfaction of licensor, the Institute (Licensor) has the right to take the followings actions:
  - (a) Imposition of fine for each breach of contract by authorized Officer of the Institute.
  - (b) Forfeiture of Performance Security Deposit (PSD) either partially or fully.
  - (c) Termination of License by giving one month's Notice.
  - (d) Termination of Contract with the above due Notice and also simultaneous forfeiture of PSD.
  - (e) In the event of any statutory authorities impose any punishment or fines etc, and if the Institute is made a party in such panel action the Institute has the authority to keep PSD until it is proved to the satisfaction of the Institute that such penal actions are ceased. Such penal actions may be a reason for termination of Contract.
16. **Validity and Evaluation.**
  - (a) The bids should be valid for a period of at least 180 days from tender opening date, within which the award shall be finalized.
  - (b) The evaluation will be based on financial offers made by various bidders based on the total of each item and resultant grand total.
17. **Undertaking and Declaration.** For understanding the Terms and Conditions of Tender and specification of work, an undertaking as under to be submitted by the Tenderer :-
  - (a) For understanding the Terms & Conditions of Tender and specification of work - **Refer Appendix 'D'.**
  - (b) For Compliance Report **Refer Appendix 'E'.**
  - (c) For Certificate stating that Firm not Debarred or Blacklisted - **Refer Appendix 'F'.**
18. **Arbitration**
  - (a) In the event of any question, dispute/difference arising under the agreement or in connection here with (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole Arbitration to Director IIT Jodhpur or his nominee.
  - (b) The award of the Arbitrator shall be final and binding on both the parties. In the event of such Arbitrator to whom the matter is originally referred to, is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason what so ever, the Director IIT Jodhpur shall appoint another person to act as Arbitrator in place of the out-going Arbitrator in accordance with the terms of this agreement and the persons o appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
    - (c) The Arbitrator may give interim award(s) and/or directions, as may be required.
    - (d) Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification from time to time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

19. Any dispute arising out of the tender/bid document/evaluation of bids/issue of Purchase Order (PO) shall be subjected to the Jurisdiction of Competent Authority/ Court at the place from where the Tender has been issued i.e. Jodhpur.

“This Contract/PO is subject to Jurisdiction of Court of Jodhpur only”.

**DOCUMENTS REQUIRED FOR TECHNICAL BIDS: VEGETABLE AND FRUIT SHOP**

<i>S. No</i>	<i>Documents Required</i>	<i>Enclosed or not</i>	<i>Remarks</i>
(a)	Name of the Firm, Address, e-mail ID, Contact No (Landline & Mobile No)		
(b)	Name and Address of the owner with Mobile & Aadhar No)		
(c)	Copy of Tender documents with all pages duly signed & stamped including Appendices		
(d)	Declaration on Rs 100/- Non Judicial Stamp Paper with reference to 'Not Black Listed'		
(e)	GST Regn, PAN, TIN Copies		
(f)	Registration Certificate Copy		
(g)	Experience Certificate, if any		
(h)	Firms/Owners ITR Copy of last three years		
(j)	Tender Fee and EMD Bank Drafts of Rs1000/- & 25,000/- respectively.		
(k)	EPF Registration Certificate, if available		Not Mandatory
(l)	ESI Registration Certificate, if available		Not Mandatory

**General Guidelines For: Vegetable and Fruit Shop**

All Vegetables and Fruits will be available all the time at a reasonable price, best quality and correct quantity.

***Guidelines:***

- (a) Bills have to be provided to every customer.
- (b) Home delivery service is to be provided at no extra cost within the campus.
- (c) Weights and measures of approved Govt. Agency only to be used. Weighing should be done only on Electronic Government approved brand machines with adequate back up machines. Weighing by traditional instruments not allowed.
- (d) Encouraged to install swiping machines for convenience in payments for the goods delivered.
- (e) Institute will not be responsible for the credit extended to anyone under any circumstances.
- (f) Schemes allowed by companies to be passed on to the community.
- (g) Not allowed to hold promotional events or stalls for introducing new products outside the Shop. If possible the same may be held within the Shop with prior permission. Not allowed to sell any outer space of the Shop for advertising by way of paintings, posters etc.
- (h) Institute will neither 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 of the same shall be the responsibility of the Licensee and the Govt Agency.
- (i) Supermarket kind of accessibility will be advantageous to the customers.

**UNDERTAKING AND DECLARATION**  
**FOR UNDERSTANDING THE TERMS AND CONDITION OF**  
**TENDER & SPECIFICATION OF WORK**

1. Certified that:-

(a) I/We \_\_\_\_\_ have read, understood and agree with all the Terms and Conditions, Specifications included in the tender documents and offer to execute the work at the rates quoted by us in the tender form.

(b) If I/We fail to enter into the agreement and commence the work in time, the EMD/SD deposited by us will stand forfeited to the IIT Jodhpur.

2. The Tenderer hereby covenants and declares that:-

(a) All information, Documents, Photo Copies/Certificates enclosed along with the Tender offer, are correct.

(b) If information is found false and/or incorrect and/or reveals any suppression or act at any stage, IIT Jodhpur reserves the right to debar our tender offer/cancel the purchase/work order if issued and forfeit the EMD/SD/Bill amount pending with IIT Jodhpur. In addition, IIT Jodhpur may debar the Contractor from participation in its future Tenders too.

Date :

(Signature of Tenderer)

Place :

Name of the Tenderer

COMPLIANCE REPORT

To,  
The Director  
Indian Institute of Technology,  
NH 65, Karwar  
Jodhpur-342037

REGARDING "TENDER FOR LEASE OF VEGETABLE AND FRUIT SHOP AT IIT  
JODHPUR"

Dear Sir,

I have gone through the complete Terms and Conditions of the "Tender for Lease of Vegetable and Fruit Shop at IIT Jodhpur" and accept the same. I am herewith enclosing:-

Bank Draft No \_\_\_\_\_ dated \_\_\_\_\_ drawn on Bank  
\_\_\_\_\_ for Rs \_\_\_\_\_ along  
with the Tender as Earnest Money Deposit (EMD).

Place :

(Signature of Bidder

Date :

Name : \_\_\_\_\_

Address \_\_\_\_\_

Tele No \_\_\_\_\_

## Appendix F

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

(To be executed & attested by Public Notary / Executive Magistrate on Rs100/- non judicial Stamp paper by the Tenderer)

1. I/ We \_\_\_\_\_ (Tenderer) hereby declare that the Tenderer namely M/s \_\_\_\_\_ has not been blacklisted or debarred in the past by Union / State Government or any Organization from taking part in Government tenders in India and has no litigation in any of the Labour Court(s).

(Or)

I / We \_\_\_\_\_ (Tenderer) hereby declare that the Tenderer 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 wef \_\_\_\_\_ to \_\_\_\_\_. The period is over on \_\_\_\_\_ and now the firm / company is entitled to take part in Government tenders.

2. In case the above information found false, I / we are fully aware that the tender / contract will be rejected/cancelled by Director, IIT Jodhpur, and EMD / Performance Security shall be forfeited.

3. In addition to the above, Director IIT Jodhpur will not be responsible to pay the bills for any completed / partially completed work.

DEPONENT

**Attested:**

(Public Notary / Executive Magistrate)

Name \_\_\_\_\_

Address \_\_\_\_\_