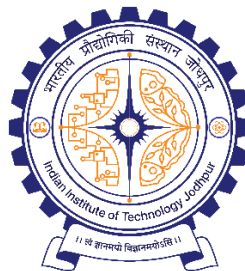


# Tender for Award of Licensee for Lease for Sweet Shop in IIT Jodhpur Campus

NIT NO. IITJ/SPS/I/2026-27/Estate/07

DATE: 29-05-2026

Date of Issue of Tender	29-05-2026
Pre-Bid Meeting	As per Table 'B' (11:00 AM)
Last date of submission of Bids	19-06-2026 (03:00 PM)
Opening of Bids	As per Table 'C' (04:00 PM)



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## DISCLAIMER

The information contained in this Tender or subsequently provided to Vendors, whether in document or verbal or any other form by or on behalf of Indian Institute of Technology Jodhpur (IIT-J) by any of its employees or advisors, is provided to Vendors on the terms and conditions set out in this Tender document.

The purpose of this Tender document is to provide interested parties with information that may be useful to them in eliciting their proposals pursuant to this tender document. This Tender document may not be appropriate for all persons, and it is not possible for the Institute, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender document.

This Tender document includes statements, which reflect various assumptions and assessments made by the Institute in relation to the Contract. Such assumptions, assessments and statements do not purport to contain all the information that each Vendor may require.

The assumptions, assessments, statements and information contained in this Tender document, may not be complete, accurate, adequate or correct. Each Vendor should, therefore, conduct his/her own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender document and obtain independent advice from appropriate sources.

Information provided in this document to the Vendor(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Institute accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Institute, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Vendor under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way in this Tender Stage.

**Signature of the Vendor**

## Scope of Work:

### Section-A

IIT JODHPUR, (hereinafter referred to as the “Institute”), an Educational Institute of National Importance, having approximate strength of approximately 6000 campus residents invites offline Bids for “**Tender for Award of Licensee for Lease for Sweet Shop in IIT Jodhpur Campus**” at the Institute given in the Tender form. Non-compliance with specifications/instructions in this document may disqualify the bidders from the tender exercise. The Institute reserves the right to select the item (in single or multiple units) or to reject any quotation wholly or partly. Incomplete tenders, amendments and additions to tender after opening or late tenders are liable to be ignored and rejected.

The Service Provider will pay towards the Shop/ Space as per tabulated below:

**Table ‘A’**

S. No.	Name of the Shop	Area (in Sq. ft.)	Minimum License Fee * (Reserve) per month (GST @18% will be charged extra)	EMD (Rs.)	Security Deposit (Rs.)
1.	Sweet Shop	160 (20x8)	25,000/-	6,000/-	5 times of License Fee

\* The license fee shall be increased by 10 percent (%) of the License Fee amount each year (Compounding)

- Electricity Charges will be as per actuals on monthly basis.

**1. The Vendor has to submit the Earnest Money Deposit (EMD) along with Technical Bid:**

The Licensee will submit Earnest Money Deposit (EMD) as mentioned in the above Table ‘A’.

The EMD may be submitted in the form of Bank Guarantee, Fixed Deposit or Demand Draft of a scheduled bank in the name of Director, IIT Jodhpur valid for 180 days from the date of opening of the tender. The EMD will be Refundable without interest. Bids without EMD shall not be considered. The vendor will submit the Tender Document duly sealed & signed by the authorized person of the firm along with original EMD *in the Office of Stores and Purchase, IIT Jodhpur*.

**2. Security Deposit:** The successful service provider will be required to provide a refundable interest free **Security Deposit in the form of Bank Guarantee (BG)/Fixed Deposit (FD)/Demand Draft (DD)/Online as mentioned in the above Table ‘A’:**

This Security Deposit shall cover the entire period of contract and shall remain valid for a period of 60 days beyond the period of contract. If the contract is further extended beyond the initial period, the Security Deposit shall have to be renewed for the extended period also with a grace period of 60 days. This Bank Guarantee should be from a scheduled/ nationalized bank and will be held against in default in performance and violations of terms and conditions. ***The BUYER will forfeit the security deposit if BIDDER fails to execute the order as per the Lease Order.*** This Security Deposit shall be deposited within 15 days from the date of intimation of the award of license. In case the period of contract is extended beyond the date of original agreement, the Licensee shall arrange to appropriately extend, at his own cost, the validity of the Security Deposit.

**3. The Security Deposit shall not carry any interest. It will not be adjusted towards the license fee payable by the Licensee during the license period. It is refundable only after two months of the completion of license period. The Security Deposit shall be refunded after removal/ dismantling additional structures, constructed by the licensee for their use, if any. In case the Licensee vacates the premises without dismantling/ removing the additional structures the cost of dismantling/ removing the additional structures shall be adjusted out of the Security Deposit and the balance shall be refunded. The Security Deposit is liable for forfeiture in the event of failure by the Licensee to pay the license fee or termination of license or for breach of any condition/conditions of license.**

**Pre-qualification / Compliance Sheet:**

(Documents alongwith their proofs to be submitted duly signed, stamped in technical bid envelope)

S. No.	Criteria	Submitted (Yes/No)
1.	The bidder must have one shop in Jodhpur (Not required for Startups/MSME/NSIC)	
2.	The bidders shall submit details of experience in running a shop or related field at least for a period of minimum two years before the date of tender along with documentary proof;	
3.	Application Form as per Annexure-I.	
4.	Applicant Information Sheet as per Annexure-II.	
5.	Bidder should not be blacklisted/debarred by the Institute or any other agency for a period of one year from the last date of submission of this tender. An affidavit to that effect on Non-Judicial stamp paper of Rs.50/- duly notarized must be enclosed with the technical bid in prescribed format. The proforma of the affidavit is attached with the tender as Annexure - III.	
6.	Copy of authorized Registration of the Shop/ Agency / Firm / Company	
7.	The Agency/Firm/Bidder is required to submit a self-attested copy of PAN/GST/TAN/TIN certificates whichever applicable;	
8.	The Applicant/Tenderer must submit the Firm Incorporation/ registration, GST and PAN documents, if any.	
9.	The Applicant/Tenderer must hold a valid FSSAI and Labor License, if applicable.	
10.	Startups/MSME/NSIC are exempted from EMD and Experience as per Government Norms.	
11.	Earnest Money Deposit (EMD): The Applicant/Tenderer will submit the Earnest Money Deposit (EMD) as per Table 'A'	
12.	Acceptance of all terms and conditions of the tender document.	
13.	All Annexures	

**Signature of Bidder**

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

Designation: \_\_\_\_\_

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

Contact No.: \_\_\_\_\_

**Note: - Any firm/Service Provider not fulfilling any of the above-mentioned criteria duly supported by the indicated documents shall be out rightly rejected and the bid shall not be considered for further evaluation.**

#### 4. INVITATION FOR TENDER OFFERS (Tender for Award of Licensee for Lease for Sweet Shop in IIT Jodhpur Campus)

The BIDDERS are requested to give detailed tender in two Bids i.e.

- a. Part - I: Technical Bid
  - b. Part - II: Financial Bid
- a. **Envelope 1: Technical Bid:** Bidder should submit the following documents duly signed, stamped on company's letter-head in technical bid.
    - 1) **Pre-qualification/Compliance sheet** (along with all required documentary evidence in support)
    - 2) **All Annexures**
    - 3) **Acceptance of all terms and conditions of the tender document**
  - b. **Envelope 2: "Commercial Bid" Format:**

S. No.	Name of the Shop	Minimum License Fee (Reserve) per month (GST @18% will be charged extra)	Quoted License Fee by the Bidder (in Rs.)
1.	Sweet Shop	25,000/-	To be quoted by the bidder in financial bid only as per Annexure-IV

**\*Providing/Indication of the financial quote for License Fee in technical bid envelope, will be summarily rejected.**

**Bidders have to quote strictly above the minimum reserve License Fee only.**

#### 5. BID EVALUATION:

Based on results of the Technical evaluation IIT Jodhpur evaluates the Commercial Bid of those Bidders who qualify in the Technical evaluation.

- I. Conditional offers will be summarily rejected.
- II. After arriving at the final pricing of individual offers of all the short-listed firms, the firm quoting Highest License Fee will be awarded with Lease Order. In case, if two or more bidders quotes same price, there will be an offline auction (in quotation mode) to finalize the highest bid.

#### 6. AWARD OF CONTRACT

Award Criteria: - IIT Jodhpur shall award the contract to the technically qualified eligible BIDDER whose bid has been determined as the **Highest(H1) evaluated financial bid**.

If more than one BIDDER happens to quote the same highest price and both bidders are technically approved, there will be an offline auction (in quotation mode) to finalize the highest bid.

7. The Competent Authority of IIT Jodhpur reserves the right to accept the offer in full or in parts or reject summarily or partly.
8. **Resolution of complaint and imposition of penalty:** Decision of Competent Authority, IIT Jodhpur in relation to imposition of any penalty or any other matter / Resolution / Interpretation of any clauses of tender/work/contract order is final and binding on all parties.
9. **Minimum eligibility Criteria**

IIT Jodhpur has set up minimum eligibility criteria for the bidding purposes. All bidding parties must meet Pre-qualification / Compliance Sheet before they apply for the bid. The bidding parties meeting the Pre-qualification / Compliance Sheet must enclose their supporting documents along with the technical bid. (All the technical documents to be provided as single PDF file).

## **Section-B**

### **10. Submission of Tender**

- a) Pre-bid meeting will be held as per the following:

**Table 'B'**

S. No.	Name of the Shop	Pre-Bid Meeting Date and Time	Pre-Bid Meeting Place
1.	Sweet Shop	08-06-2026	Office of Estate, W-1 Berm, IIT Jodhpur

The prospective Vendor(s) are requested to attend the pre-bid meeting on scheduled date and time. Technical requirements, Terms & Conditions or any other query related to this Tender shall be opened for discussion for wider competition and competitive prices.

- b) The interested parties may inspect the premises before submitting the Tender form;
- c) Tender in the name of the Minors or on behalf of the Minors will be rejected;
- d) In case of Firms /Companies/Institutes etc., the authorized representative can submit the Tender application along with authorization letter;
- e) The Tender form, duly filled in, along with EMD declaration should be enclosed together with the form terms and conditions with signatures on each page and any other supporting certificates shall be kept in cover, the shop/nature of business, name and address of the vendor should be indicated;
- f) The Tender received after the stipulated date and time will not be accepted. Tender will be opened by the Committee. The Vendors or their authorized representative (only one) may present while opening the covers;
- g) Incomplete filled in Tender forms and unsigned Terms & Conditions will berejected;
- h) Tender forms with any pre-conditions or additional conditions other than the conditions prescribed and supplied by the Institute/Licensor will summarily be rejected at the time of opening of Tender;
- i) Tender can be submitted in Hindi or English
- j) Vendor has to submit the Annexures I, II and III duly filled and complete in all sense along with the list of minimum items the vendor will provide throughout their services in the Institute; and
- k) Institute reserves the right to reject any one or all the Tender received without assigning any reason. No correspondence in respect of the decisions arrived by the Tender Committee will be entertained.

## **11. Opening of Tender**

The Tender will be opened as per the following:

**Table 'C'**

S. No.	Name of the Shop	Bid Opening Date and Time	Bid Opening Place
1.	Sweet Shop	19-06-2026	Office of Estate, W-1 Berm, IIT Jodhpur

The Vendor or any of its authorized representative holding authorization letter who wish to be present at the time of opening of Tender, can attend the Tender opening. The Applicant/Representative of the Applicant shall produce self-attested copy of valid Photo Identity Card (PAN Card, AADHAR, Voter Id, Driving License, Passport, Ration Card). In case of date of opening of Tender is declared holiday, then the date of opening will be the next working day.

## **Section-C**

### **12. Allotment of Contract**

The successful Vendor shall enter into an agreement for running/ use the Shop/ Space for which he/she emerged as successful Vendor within 15 days from the date of issue of allotment letter.

### **13. DURATION**

The period of contract for running the Shop/ Space shall be for a period of Five Years. However, within the aforesaid duration, the contract shall be extended on a yearly basis, based on satisfactory performance, with Terms & Conditions and the product pricing shall be mutually discussed and agreed.

## **Section-D**

### **14. General Terms and Conditions of Contract**

- 14.1 The bidder must have at least one shop in Jodhpur dealing in the same category of items. If the prices of items available in the campus shop are found to be higher than the prices of the same items in the bidder's shop located in Jodhpur, a heavy penalty (decided by the CELC) shall be imposed on the vendor.
- 14.2 Electricity: A flat fixed charge/ meter rent as per prevailing rate in the Institute and a monthly charge as per consumption basis (on metering) shall be payable by Licensee to the Institute. The monthly electricity consumption charges and fixed charge/ meter rent will be reviewed/ revised.
- 14.3 The Electricity/Water charges shall be calculated on monthly basis as per the usage by the individual vendor by the *Office of Estate*.
- 14.4 Furnishings: The Institute will provide the unfurnished spaces to the Licensee, or with bare minimum furnishing. All the furnishings and appliances required for commercial operations shall be arranged by the Licensee;
- 14.5 Specific Requirements: In special cases (such as providing furniture, appliances, or fixtures, if any, as per the policy of the Institute), additional cost/fee/rate will shall be determined by the Office of Estate, duly approved by the Competent Authority. The Maintenance of the equipment will be the responsibility of the licensee and the equipment shall be returned to the Institute in fully functional condition after the end of contract.

- 14.6 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;
- 14.7 **Force Majeure:** Any delay due to Force Majeure will not be attributable to the Vendor. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Vendor or its employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Vendor for a period exceeding a continuous period of 7 (seven) days.

## **15. Renewal of Licenses**

Licenses for all commercial establishments shall be renewed on yearly basis. Such renewal of licenses shall be made after due deliberations in the CELC for the performance of all outlets during the current license period. All communications on renewal / termination of license shall be issued by the Office of Estate, IIT Jodhpur well in advance before expiry of the current license period and process for the award of license to a fresh licensee shall be initiated accordingly.

## **16. Conditions of licensing**

- 16.1 The Licensee shall abide by the conditions of **License Deed** executed between the Licensee and the Licensor during the period of license. The Estate Officer, IIT Jodhpur reserves the right to serve notices to the Licensee for non-observance of any condition of the License-deed and can recommend the CELC for termination of license of the licensee.
- 16.2 That the licensee(s) shall be licensed the said premises equipment, installations, fittings and fixtures provided, if any, on 'As is where is' basis and the licensee shall not make any additions/alterations in the licensed space installations installed if any, including electric installations and wiring without the prior permission of the licensor in writing. The necessary light and fan points shall be arranged by the licensee at his own cost.
- 16.3 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 of the licensor, nor shall 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.
- 16.4 Licensee cannot add/delete any service/ items or increase the price of service/ items (as applicable) without prior approval of the CELC.

## **17. General Terms and Conditions**

### **17.1 Registration and Licensing**

- a. The *Licensee* shall register himself as a *Licensee* under the *Contract Labor (Regulation and Abolition) Act 1970* and obtain at his own expense a valid license from concerned/ prescribed authorities, if applicable. He shall comply with all norms & guidelines of the Statutory Authorities in this regard. The *Licensee* shall submit a copy of the same to the *Institute* within 30 days from the date of award of the license.
- b. The licensee shall have/obtain valid licenses from the concerned/prescribed government authorities, which are required for running the business of the licensee.

### **17.2 Conduct with Customers**

The *Licensee* shall ensure that:

- a. The licensee will have to display in the **Shop/Establishment** a list of the prices of food & beverage items / refreshments/services/ Items being sold (as applicable) as approved by CELC. The agreed price structure shall be mentioned in an Annexure to the agreement. The prices of all items whose Maximum Retail Price (MRP) is prescribed shall not exceed the MRP. The prices can be changed only after due approval from the Institute.
- b. The Licensee shall maintain a complaint / suggestion book at its shop to enable the recording of complaint / suggestions, if any. The CELC will verify the selling price of the items from time to time.
- c. The licensee shall make appropriate arrangements from own expenses for managing the entire customer service and feedback operations and invest in technology to streamline the operations.
- d. The Shop staff are expected to be well mannered and in proper uniform/ dress;
- e. The customer satisfaction is of utmost importance;
- f. Reasonability of prices of items/ services; failing which, suitable action will be taken by the *Institute*;
- g. To provide bills to all the customers;
- h. Home delivery service, if applicable at no extra cost within the campus;
- i. As far as possible all the materials to be sold are packed and of standard/ reputed brand;
- j. Benefits of all schemes announced by the companies to be passed on to the community; and
- k. Any credit extended by the Licensee will be its own responsibility and the Institute will not be responsible for the credit extended under any circumstances.
- l. Any services rendered by the Licensee to any office shall be the sole responsibility of the Licensee to collect the corresponding payment from the concerned office. It shall not be the responsibility of the Institute to facilitate or ensure such payments.
- m. If any Licensee is found to be in violation of any terms and conditions, the Competent Authority reserves the right to impose a penalty or issue a warning letter.

### 17.3 Equipment in shops

- a. Weights and measures of Govt. approved Agency are to be used. Weighing should be done only on Electronic Government approved brand machines with adequate back up machines. Weighing by traditional instruments strictly not allowed;
- b. Licensee will install swiping machines/ QR codes for convenience of payments for the goods delivered to the customers;
- c. Licensee will ensure all safety of Fire Risk due to equipment, oven, fridge, etc. being used in the Food Centre/ Shop/Premises/Kiosk.
- d. Fly net/ electrical insect killer/ rodent repellent shall be installed and used in the shop keeping any foodstuff at the cost of the licensee.

### 17.4 Prohibitions

The *Licensee* shall, under no circumstances:

- a. Sell any intoxicating products or allow consumption thereof by any person in the food court area provided to him.
- b. Sell any items prohibited by the *Institute* or by the Government or any law enforcing agencies. The licensee shall adhere to the code of conduct laid down by the *Institute* from time to time. Failing which the *Agreement* can be terminated at any point of time without assigning any reasons including violation of contractual obligations;

- c. Use of polythene covers. All the shopkeepers shall submit an undertaking for not using of the polythene covers which are banned by the State/ Central Governments or any other agency;
- d. Employ any child laborer for servicing as per Law;
- e. Exhibit or permit any advertisement in the shop, except the same and style of his/ her business, and the cutout/ poster/ hording should not be obscene;
- f. 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 of the competent authority.
- g. Sell any outer space of the shop for advertising by way of paintings, posters, etc. without due approvals of the licensor.

#### 17.5 Code of Conduct:

- a. Any case of misbehavior, assault on person/ employee of the *Institute*, any act or comment tarnishing the image of *Institute* by the *Licensee* or his representative/ workers will lead to imposition of penalty or termination of contract duly forfeiting the *Security Deposit*.
- b. The licensee shall employ only those persons at the space whose character has been verified. For the purpose Police Verification shall be carried out by the Firm for all employees working under their establishment and proper information shall be provided to the Institute about the number of persons working under their firm and their police verification should be submitted to Office of Security. If there is any change of the employee working under their firm, proper information shall be provided to the Office of Security of the Institute along with the relevant documents. No personnel facing any criminal case or convicted by any criminal court shall be deployed at the space.
- c. GST Registration is mandatory for the firm, if applicable.
- d. No staff is allowed on campus beyond working hours without proper information to the Institute.
- e. Entry passes issued by the Institute should be carried by all the persons of the licensee working their premises in the Institute.
- f. Institute will not be responsible for Security & Safety (including Medical Emergencies) of any person working under the firm or any item misplaced in the shop, it is the responsibilities of the licensee itself.

#### 17.6 Payments

The Licensee shall:

- a. License fee or other dues shall be paid by the Licensee in advance on 1<sup>st</sup> of every month and a grace period of 5 days will be given beyond which penalty will be imposed. Corresponding bills will be raised by Estate Office, IIT Jodhpur and shall be paid to the Institute Revenue Account using online portal. Late payment of License fee will attract penalties and other penal interests @ 20% of the monthly license fee and interest of 18% per annum of amount due computed on monthly basis.
- b. Bear all the expenses, in case of any accident to the personnel employed by them during the business time. The *Licensee* is solely liable for workmen's compensation and any other statutory dues and *Institute* is not liable for payment of any such amount;
- c. Pay all the taxes which are levied by the Central Government and the State Government within due dates. 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; and
- d. In the event of any damages caused to the shop premises or property of the Institute by the Licensee or his representatives, agents or servants during the subsistence of the License period, or in case of any dues payable by the Licensee to the Institute, the Institute shall have the right to

recover the said amount from the Security Deposit of the Licensee. Further, if the damages or any outstanding dues exceed the amount of the Security Deposit, the Licensee shall pay such amounts as assessed by the CELC/Competent Authority, failing which the license shall be terminated. In such an event, the Institute shall have the right to take possession of the premises by putting its own lock and key to the said premises and by keeping the items of the Licensee for public auction. The Institute will claim the damages through adjustment from the proceeds. Furthermore, in case of any damages or dues exceeding the above recoveries, the Licensee shall pay the remaining amount, failing which the Institute shall have the rightful claim to initiate legal action against the Licensee.

### 17.7 Routine Working

The *Licensee* shall abide by the following:

- a. The operation of the shop's timings shall be as per directions of the Institute;
- b. The Institute will have right to see the quality, market price, and reasonability of the products and services;
- c. To do the same business which is mentioned in the *Agreement* and for which license is issued;
- d. Perform the business by confining to the operations of Shops/ establishments within space as mentioned in the *Agreement* or as recorded in the deed of license. There should not be any encroachment of space beyond licensed space by the Licensee, under any circumstances; Non-compliance will attract appropriate penalty as decided by the Institute.
- e. 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 *Institute* at 17.00 hrs. on the last day of agreement; failing which, the *Institute* shall have right to take possession of the premises by putting its own lock and key to the said premises. The articles, if any, left by the *Licensee*, will be kept in public auction by the *Institute*; and 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*.
- f. That the Licensee shall use the **Shop/Establishment/ space** solely for providing item/services as per agreement to the consumer and the space shall not be used for any other purpose whatsoever.
- g. The allocated space to the licensee can be relocated as per the requirement of the *Institute*. During the agreement period, the *Institute* is at liberty to alter/ modify/ add/ delete in the condition(s) of the *Agreement* in the interest of the *Institute*.

### 17.8 Maintenance of Shop/ Space and Surrounding Areas:

The maintenance, cleanliness, upkeep and hygiene around the **Shop/Establishment** space/ Cart will be the sole responsibility of the licensee and the licensee shall ensure cleanliness by deputing adequate staff for the purpose. The licensee shall at all times provide for Upkeep and Waste management and ensure garbage is disposed-off promptly and properly. Whitewashing/ painting of the space provided will be done by the licensee once in a year at own cost. The Licensee will Ensure that fire detection and suppression measures installed inside the premises are kept in good working condition at all times. Ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires. The licensee shall at all times adhere to the condition stipulated at the above mentioned agreement/license deed and work order. Non-compliance will attract imposing of penalty up to Rs. 10,000/ - on each occasion. The licensee shall be responsible for any mishappening due to poor food products quality including pecuniary damages pertaining to claims arising due to food-poisoning etc.

- 17.9 The licensee will set up the **Shop/Establishment** as per the requirement. The entire cost for setting up of the shop and any equipment shall be borne by the licensee. The Licensee will get the plan for setting up of the **Shop/Establishment** approved by the (Licensor) before commencing the work. No Civil & Electrical structural modification shall be allowed in the allocated shop except with the prior approval of Institute authorities. Any approved modifications shall be carried out by the licensee at his own costs.

- 17.10 That the licensee or its employees shall use all possible care and diligence while selling food & beverage items / refreshments (as applicable) from the space and shall endeavor to provide fresh and hygienic goods and safeguard and protect the reputation of the licensor. Old/Stale/expired items (i.e. beyond expiry date shall not be sold at any point of time.
- 17.11 That all undesirable goods, articles and exhibits put up by the Licensee in the **Shop/Establishment** as per the opinion of the licensor, are liable to be removed forthwith.
- 17.12 The Licensee shall engage sufficient number of staff, which is considered appropriate for serving the persons. Further, it shall also ensure that personnel employed by it are free from any infections / contagious disease.
- 17.13 No accommodation shall be provided for any employee of the licensee in the Institute, and they will not be allowed to stay in the Institute after the closing time of the shop. The closing time of the shop(s) will be 09:00 PM, if applicable.
- 17.14 The licensor will not be responsible for any loss and / or damage caused to the licensee due to fire, burglary or natural calamities. Further, the licensor shall also not be responsible for any injury to the personnel engaged by the licensee. The licensor shall have the rights to ask for the removal of any person of the licensee who is not considered to be competent and orderly in the discharge of his duties.
- 17.15 That the licensor shall have the right at all reasonable times to enter upon and inspect the licensed space to check whether the terms and conditions of this license deed are being complied with by the licensee.

#### 17.16 Penalty provisions and Termination of contract

##### a. Penalty Provisions

If the *Licensee* fails to execute the license for the terms mutually agreed and enter in the *Agreement/contract* between the *Institute* and the *Licensee* to satisfaction of the *Institute*, the *Institute* has the right to take the following actions

- (1) Imposition of fine for breach of contract by Authorized Officer of the *Institute*;
- (2) Forfeiture of *Security Deposit* either partly or fully;
- (3) Termination of license by giving one month's notice; and/ or
- (4) Termination of contract with due notice and simultaneous forfeiture of *Security Deposit*.
- (5) If the Licensee is found to have sublet the premises to any other person or agency, the Competent Authority shall have the right to forfeit the security deposit and may also impose a penalty of ₹25,000.
- (6) *In compelling circumstances, the Institute reserves the right to close the establishments with immediate effect.*

The *Institute* reserves the right to inspect, from time to time, the quality of the service and products provided by the *Licensee*. The Committee will have right to see the quality, market price, and reasonability of the items. If the *Institute* or the Committee is of the opinion that the products or service is not up to the satisfaction of the *Institute*, a penalty shall be imposed depending on the situation and severity of the case. Further, for non-compliance of other Terms & Conditions as specified in this Agreement, indiscipline and unsatisfactory operation, the Institute shall levy a penalty of up to Rs. 2,00,000/-.

In the event of any statutory authorities imposes any punishment or fines etc. on the licensee, and if the *Institute* is made a party in such penal action, the *Institute* will have the authority to keep *Security Deposit* etc. with it 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.

The *Licensee* shall be solely responsible for any consequence arising due to Non-compliance of any guidelines of the concerned statutory authority and the *Institute* shall be in no way responsible for the same.

**b. Termination of Contract:**

The *Institute* is at liberty to terminate the license and forfeiting the *Security Deposit* with a month's notice without assigning any reasons. Termination of license duly forfeiting the *Security Deposit* in the event of following, but not limited to:

- i. The Licensee defaults in payment of license fee for two (02) consecutive months or three times in a calendar year, the *Security Deposit* shall be liable to be forfeited by the Institute;
- ii. The *Licensee* fails to do the business in the licensed space for a period of (30) thirty days (for which the license is granted) for whatsoever reasons, non-payment of *Security Deposit* and enter into an *Agreement* in the stipulated period;
- iii. The *Licensee* fails to comply with formalities like payment of *Security Deeeposit*, execution of *Agreement*;
- iv. If in the opinion of the *Institute*, the quality of goods/ services sold is not up to the standard/ satisfactory;
- v. If during the period of contract, any time it is found that the *Licensee* is charging higher than the comparable prevalent market rates, then the *Institute* may terminate the contract by giving the written notice;
- vi. If the *Licensee* is found doing business in the Shop other than the stipulated in the deed of license
- vii. The licensee sublet the premises to any other person or agency
- viii. If the licensee wishes to discontinue the service, they are required to provide a notice period of two months in advance.

That the termination of the license on its expiry or for any other reason whatsoever should not give rise to any liability on the part of the licensor to pay any compensation to the licensee for the loss of any profit or business.

- 17.17 That the grant of this license shall not give the licensee or the employees any hope or expectation for any continuous business or employment respectively.
- 17.18 That the "Licensee" will be responsible for the recruitment and hiring of its employees and the service conditions of its employees shall be governed by them and their employees shall always work under their direct administrative and supervisory control.
- 17.19 The licensee shall comply with all prevailing Labor Laws/ Municipal Laws & Statutory requirement of other Central/ State Government Organizations. In case of non-adherence of any laws/ regulations of the statutory bodies, the *Licensee* will be fully responsible for the consequences arising out of non-adherence. *Institute* will not be party, nor it 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. The *Institute* in no way will be responsible for the same. The licensee is an independent entity and the licensee's employees deployed at the space shall not be deemed for any purpose to be the employee, agent, servant or representative of the licensor. The licensee and/or its employees shall not raise any claim monetary or otherwise upon the licensor if the present license is terminated due to any reason whatsoever.
- 17.20 That the licensee agrees to defend and indemnify the licensor against any and all suits, actions penalties and liabilities that may arise from failure on the part of the licensee to properly administer wages and other benefits / facilities to its employees working in the space in terms of all applicable laws.

**17.21** In the eventuality of discontinuation of operation at any stage due to unforeseen events, licensee will be given free access to take back machines and fixtures after clearing all/ any dues of the Shop/Establishment.

## **18. Encroachment Removal and Eviction**

### **18.1 Encroachment Removal**

- a. The Commercial Establishments / Shops / Premises will confine their operations within the licensed space (area). They shall be charged License Fee as per the licensed area. Any use of area beyond licensing will be considered as “Encroachment” and shall be dealt accordingly.
- b. If at any time, after the licensing of space (during the operations), it is found that the licensee has encroached onto the extra area, the Licensee is liable to be penalized by levying a penalty (at the minimum rate of 1.5 times the monthly license fees computed on daily basis for the duration of encroachment) along with the removal of encroachment. The concerned Commercial Establishment / Licensee shall abide by the decision of Estate Office. It will also depend on the extent of encroachment done by the licensee/ licensee. If the *Licensee* is habituated for encroachment, liable for termination by serving a notice.

### **18.2 Eviction**

The proceedings for eviction, if found necessary to be initiated, against a Licensee / Commercial Establishment / Firm for non-observance of licensing rules and subsequent non-compliance to the notices from Estate Office, shall be initiated by the CELC.

## **19. Dispute Redressal**

- a. In all disputes and doubts or interpretation of the clauses or conditions applicable to the license or otherwise, the decision of the *Institute* shall be final and binding on the *Licensee*;
- b. In all disputes and doubts or interpretation of the clauses or conditions applicable to the license or otherwise, the decision of the *Institute* shall be final and binding on the *Licensee*. In case of any dispute arising between the parties, the same must be resolved amicably. In case the dispute is not resolved through amicable means, the decision of Director, IIT Jodhpur shall be final.
- c. All legal proceedings shall be under the jurisdiction of Honorable *High Court of Rajasthan*, Jodhpur.



**Application Form**

For .....

To  
Office of Estate The

W-1 Berm,  
N.H. 62, Nagaur Road, Karwad,  
Jodhpur 342030  
Rajasthan (India)

Dear Sir

This is in reference to Tender Notification No. \_\_\_\_\_ dated \_\_\_\_\_ regarding allotment for Sweet Shop in IIT Jodhpur Campus at IIT Jodhpur located at Karwad Village, Jodhpur. I, hereby submit Tender in the prescribed format. I have read all the *Terms and Conditions* supplied along with the Tender Form thoroughly and understood the full content. Further, I hereby agree to abide by the Terms and Conditions stipulated by the IIT Jodhpur from time to time during the operation of my business on awarding the License for the same.

Thank you.

Yours faithfully

Signature of the  
Applicant

Full Name: \_\_\_\_

Permanent \_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_

Mobile Phone No:

\_\_\_\_\_



ANNEXURE II

**Applicant Information Sheet**

1. Name of the Applicant: \_\_\_\_\_
2. Father's Name of Applicant: \_\_\_\_\_
3. Nature of Current Business : \_\_\_\_\_
4. Age of the Vendor : : \_\_\_\_\_
5. Full Address of Applicant: \_\_\_\_\_
6. Pan Card No. : \_\_\_\_\_
7. I offer the following sureties who have signed hereunder as Sureties.

Sl.No.	Name of the Sureties	Occupation	Signature
1.			
2.			
3.			

**Signature of the Applicant**

**ANNEXURE III**

**DECLARATION REGARDING BLACKLISTING/DEBARRING FOR TAKING PART in Tender.**  
(To be executed & attested by Public Notary / Executive Magistrate on Rs.10/- non-judicial Stamp paper by the vendor)

I / We \_\_\_\_\_, the shopkeeper hereby declare that the shop namely \_\_\_\_\_ has not been blacklisted or debarred in the past by Union / State Government or organization or Institute from taking part in Government Tender in India.

Or

I / We \_\_\_\_\_, the shopkeeper hereby declare that the shop namely \_\_\_\_\_ was blacklisted or debarred by Union / State Government or any Organization or Institute from taking part in Government Tender for a period of \_\_\_\_\_ years w.e.f. \_\_\_to\_\_\_. The period is over on \_\_\_\_\_ and now the firm/shop is entitled to take part in Government Tender.

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 Performance Security shall be forfeited.

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

DEPONENT

Name \_\_\_\_\_

Address \_\_\_\_\_

**Attested:**

(Public Notary / Executive Magistrate)

Seal of the firm/company \_\_\_\_\_

## Annexure - IV

### Financial Bid for Sweet Shop

(To be submitted on the letterhead of the company / firm)

Dated:

S. No.	Description	Qty.	License Fee
1.	<b>License Fee for Sweet Shop</b> (Bidders must quote strictly above the reserve License Fee (Rs. 25,000/-) only)	1	
2.	GST Extra @ 18% on License Fee and Water Charges		

**Signature & Seal of the Tenderer**

**Note:**

1. I/We have gone through the entire terms & conditions as stipulated in the tender enquiry document and confirm to accept and abide the same.
2. No other charges would be payable by the Institute.

**Signature & Seal of the Tenderer**