

Expression of Interest (EOI) for Appointment of Licensee for Lease of Shop for Grocery, Dairy and Bakery products in IIT Jodhpur at Karwad, Jodhpur

EOI: IITJ/SPS/OIE/2021-2022/01

Date: 22-01-2021

Date of Issue of EOI	:	09-04-2021
Last date of submission of EOI	:	30-04-2021 at 03:00 PM
Opening of EOI	:	30-04-2021 by 04:00 PM



॥ त्वं ज्ञानमयो विज्ञानमयोऽसि ॥

Indian Institute of Technology Jodhpur

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DISCLAIMER

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

The purpose of this Expression of Interest (EOI) document is to provide interested parties with information that may be useful to them in eliciting their proposals pursuant to this Expression of Interest (EOI) document. This Expression of Interest (EOI) 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 Expression of Interest (EOI) document.

This Expression of Interest (EOI) 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 Expression of Interest (EOI) 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 Expression of Interest (EOI) 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 Expression of Interest (EOI) document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Expression of Interest (EOI) document and any assessment, assumption, statement or information contained therein or deemed to form part of this Expression of Interest (EOI) document or arising in any way in this Expression of Interest (EOI) Stage.

Signature of the Vendor

INDEX

S. No.	Particulars	Page No.
Section A		
1	Scope	4
2	Eligibility Criteria	4
3	Evaluation of Expression of Interest (EOI)s	4
4	Amendment of Expression of Interest (EOI) Document	5
Section B		
5	Submission of Expression of Interest (EOI)	5
6	Earnest Money Deposit (EMD)	6
7	Opening of Expression of Interest (EOI)	6
Section C		
8	Allotment of Contract	6
9	Term/Period of Contract	7
10	License Period/Minimum Period of Doing Business	7
11	Security Deposit/Performance Guarantee	7
12	Termination of Contract	7
Section D		
13	General Terms and Conditions	8
14	Specific Terms and Conditions	11
15	Guidelines	12
16	Penalty Provision	12
17	Dispute Redressal & Applicable Law	13
Annexure - I: Application Form		14
Annexure - II: Expression of Interest (EOI) Form		15
Annexure - III : Declaration format regarding blacklisting/debarring		16
Annexure - IV : Bid Security/Earnest Money Deposit Declaration		17

Section-A

1. Scope:

Indian Institute of Technology (IIT) Jodhpur, Rajasthan (hereinafter referred to as the "Institute"), an Educational Institute of National Importance, invites sealed Expression of Interest (EOI)(s) for appointment of Licensee for lease of Shop for Grocery, Dairy and Bakery products for the Fraternity of IIT Jodhpur in Permanent Campus at Karwar (NH-62), Jodhpur as per the Expression of Interest (EOI) document. The bidder shall provide the required items to the Institute, and the items should be available all the time at a reasonable or fixed price, best quality and right quantity. The Expression of Interest (EOI) document can be downloaded from the Institute website at URL Link: <https://iitj.ac.in/tenders/index.php?id=Services>

2. Eligibility Criteria

All the Bidders / Agencies / Shopkeepers must fulfill the following eligibility criteria and submit the documents and the declarations (duly self-attested) in support of their claim along with the Bid. The bids those are not meeting the Eligibility Criteria stated below and not accompanied with the requisite documents/Bid Security Documents shall be treated as incomplete hence be rejected.

- a) The Applicant/Vendor should be a native of Rajasthan;
- b) The age of Applicant/Vendor should be in between 18 years to 60 years on the last date of submission of Expression of Interest (EOI);
- c) Educational qualification should be minimum 12th standard;
- d) 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 Expression of Interest (EOI) along with documentary proof;
- e) Quality certificate, Food license or any other certificates / license as applicable may be submitted;
- f) Bidder should not be black listed/debarred by the Institute or any other agency for a period of one year from the last date of submission of this Expression of Interest (EOI). An affidavit to that effect on Non-Judicial stamp paper of Rs.10/- duly notarized must be enclosed with the technical bid in prescribed format. The proforma of the affidavit is attached with the Expression of Interest (EOI) as Annexure - III.
- g) Copy of Registration of the Shop/Agency / Firm / Company issued by the Nagar Nigam/concerned authority of the Rajasthan Shops and Commercial Establishment Act is must wherever applicable; and
- h) The Agency/Firm/Bidder is required to submit a self-attested copy of PAN/TAN/TIN certificates wherever applicable.

3. Evaluation of Expression of Interest (EOI)s

- a) The Expression of Interest (EOI) will be evaluated based on Technical Evaluation Parameters as mentioned below:

S. No.	Parameter	Evaluation Criteria	Maximum Marks
1.	Experience of running a Registered shop of Grocery at least for a period of two years	Up to 2 Years = 5 Marks More than 2 Years and up to 3 Years = 10 Marks More than 3 Years and up to 4 Years = 20 Marks More than 4 Years = 30 Marks	30
2.	Financial Turnover for last years	Up to Rs. 05 Lakhs = 10 Marks More than Rs. 05 Lakhs and up to Rs. 06 Lakhs	20

		= 12 Marks More than Rs. 06 Lakhs and up to Rs. 07 Lakhs = 14 Marks More than Rs. 07 Lakhs and up to Rs. 08 Lakhs = 16 Marks More than Rs. 08 Lakhs and up to Rs. 09 Lakhs = 18 Marks More than Rs. 09 Lakhs = 20 Marks	
3.	Educational Qualification	Up to Class 12 = No Marks Graduate/Post-graduates = 20 Marks	20
4.	Personal Interview / Interaction	Oral Communication, Personality, Knowledge of trade and items to be kept	30

Bidders, who fulfill the eligibility criteria, will only be evaluated finally on the basis of above evaluation table.

- b) *Selection of Vendor*- Vendor who will gets the highest mark after evaluation of Expression of Interest (EOI) will be selected to provide the services.
- c) A Committee constituted by the Institute shall evaluate the Expression of Interest (EOI)s. The decision of the Committee in the evaluation of the Expression of Interest (EOI)s shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.
- d) Any approach from the Vendor or his representative, trying to influence the decision on the Expression of Interest (EOI), officially or otherwise, shall render the Expression of Interest (EOI) liable to be summarily rejected. The Committee has been empowered to take the final decision regarding the Expression of Interest (EOI).

4. Amendment of Expression of Interest (EOI) Document

At any time prior to the deadline for submission of proposals, Institute may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Vendor modify the Expression of Interest (EOI) Document by issuing an addendum/corrigendum. Any Addendum/corrigendum thus issued shall become a part of the Expression of Interest (EOI) Document and will also be posted on the website of the Institute. To provide reasonable time to the prospective Vendors to take an addendum into account while preparing their proposals, the deadline for submission of proposals may be extended, at the discretion of the Committee, if required.

Section-B

5. Submission of Expression of Interest (EOI)

- a) Pre-bid meeting will be held on 16-04-2021 at 04:00 PM at Meeting Room, Admin Building (East), 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 Expression of Interest (EOI) shall be opened for discussion for wider competition and competitive prices. The Pre-bid queries to be submitted on or before 15-04-2021 by 05:00 PM on the above given email id. No queries would be acceptable after the prescribed timeline. The Expression of Interest (EOI) of the bidders should be received as mentioned in the appropriate manner by 30-04-2021 by 03:00 PM;

- b) The interested parties may inspect the premises before submitting the Expression of Interest (EOI) form;
- c) Expression of Interest (EOI)s in the name of the Minors or on behalf of the Minors will be rejected;
- d) In case of Firms /Companies etc., the authorized representative can submit the Expression of Interest (EOI) application along with authorization letter;
- e) The EOI 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 Expression of Interest (EOI)s received after the stipulated date and time will not be accepted. Expression of Interest (EOI)s will be opened by the Committee. The Vendors or their authorized representative (only one) may present while opening the sealed covers;
- g) Incomplete filled in Expression of Interest (EOI) forms and unsigned Terms & Conditions will be rejected;
- h) Expression of Interest (EOI) forms with any pre-conditions or additional conditions other than the conditions prescribed and supplied by the Institute will summarily be rejected at the time of opening of Expression of Interest (EOI)s;
- i) The Vendor shall sign on each page of Expression of Interest (EOI) form. The name of the business/shop for which the Expression of Interest (EOI) quoted shall be written in capital letters on top of the sealed cover. The sealed cover shall be dropped in the Expression of Interest (EOI) Box kept at the Administration block of the Institute by the Vendor;
- j) Expression of Interest (EOI) can be submitted in Hindi or English; and
- k) Vendor has to submit the Annexures I, II, III and IV duly filled and complete in all sense along with the list of minimum items (Grocery, Dairy and Bakery products along with their brands) the vendor will provide throughout their services in the Institute.

6. Earnest Money Deposit (EMD)/ Bid Security Declaration

- a) The bidder shall be required to submit the Earnest Money Deposit (EMD) undertaking (Attached Annexure IV);and
- b) Institute reserves the right to reject any one or all the Expression of Interest (EOI)s received without assigning any reason. No correspondence in respect of the decisions arrived by the Expression of Interest (EOI) Committee will be entertained.

7. Opening of Expression of Interest (EOI)s

The Expression of Interest (EOI)s will be opened on 30-04-2021 at 04:00 PM at Administrative Building (East), IIT Jodhpur Campus. The Vendor or any of its authorized representative holding authorization letter who wish to be present at the time of opening of Expression of Interest (EOI)s, can attend the Expression of Interest (EOI)s 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 Expression of Interest (EOI) is declared holiday, then the date of opening will be the next working day.

Section-C

8. Allotment of Contract

The successful Vendor shall enter into an agreement for running the shop for which he/she emerged as successful Vendor within 21 days from the date of issue of allotment letter.

9. Term/Period of Contract

The period of contract of Shops will be initially for one year initially subject to maximum of three years.

10. License Period/Minimum Period of Doing Business

- a) The License period of Shops shall be for 01 (One) year initially subject to maximum of 03 (Three) years;
- b) The licensee shall have to run the business for a minimum period of one (1) year 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 (1) year, the licensee has to pay the balance amount which falls short of the amount equivalent to (1) One Year license fee;
- c) The license fee shall be increased by 5 percent (%) of the rent amount each year;
- d) The successful Vendor/ allottee shall enter into deed of license for 01(One) year or as the case may be and commence the business within seven (7) days from the date of receipt of allotment letter or within fifteen (15) days from the date of issue of allotment letter, whichever is earlier on non- judicial stamp paper worth Rs.500/-, which has to be produced by the allottee /Vendor. If the allottee fails to enter into deed of license and commence the business within fifteen (15) days from the date of payment of security deposit, the Security Deposit and three months advance license fee is liable for forfeiture;
- e) Payment of License Fee: The licensee shall have to pay monthly license fee on or before 07th of every month. In case of belated payment of monthly License Fee, Electricity and Water charges appropriate penalty will be imposed as decided by the Institute;
- f) The Licensee shall abide by the conditions of license deed executed between the Licensee and the Licensor during the period of license; and
- g) **Non Exclusive Clauses:** The allotment of Shops shall be on "NON EXCLUSIVE BASIS" i.e. the Institute shall have right to grant license to more than One licensee to do same Business in the same Premises.

11. Security Deposit/Performance Guarantee

- a) For Commercial establishments, the security deposit to be deposited will be 03(three) times of License Fee;
- b) The Security Deposit shall not carry any interest;
- c) The Security Deposit is refundable only after completion of license period;
- d) Security deposit will not be adjusted towards the license fee payable by the licensee during the license period;
- e) The security deposit of licensee of Shop shall be refunded only after removal/dismantling additional structures, constructed by them for their use, if any;
- f) In case the licensees vacate 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; and
- g) 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.

12. Termination of Contract

- a) Termination of License duly forfeiting the Security Deposit in the event of:

- i. The licensor is at liberty to terminate the license with one month's notice, without assigning any reasons;
 - ii. The licensee fails to give (03) three months advance notice to the Institute for termination of license, after completion of Nine (9) months period in case of Shops from the day of enter into an agreement;
 - 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; and
 - iv. The licensee fails to do the business in the stall for a period of Thirty (30) days (for which the license is granted) for what so ever reasons, non-payment of Security Deposit and enter into an agreement in the stipulated period.
- b) 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 besides forfeiting the security deposit.

Section-D

13. General Terms and Conditions

- a) The Vendor shall have to submit the Expression of Interest (EOI) form only for the business mentioned against such shop and for any multiple business, there should be separate Expression of Interest (EOI) form and separate sealed cover to be submitted. No combined quotation for multiple business should be submitted and for any deviation, the Expression of Interest (EOI) will be rejected;
- b) The successful Vendor will be allowed to commence the business upon the satisfaction of other formalities like payment of security deposit, execution of agreement (Deed of License) failing which Security Deposit (SD) paid will be forfeited besides canceling the license;
- c) The allocated space to the shopkeeper can be relocated as per the requirement of the Institute;
- d) *Change of Nature of Business:* The licensee has to do the same business which is mentioned in the Expression of Interest (EOI) notification 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;
- e) 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;
- f) That the license(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. Necessary light and fan points shall be provided by the licensee at his own cost;
- g) The shop or premises will be given "as is where is condition" to the successful licensee. Any modifications, changes, alterations, repairs, if any required shall be undertaken by the licensee at his own cost with the prior permission of the Institute and as per the drawings approved by the Institute.

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 Expression of Interest (EOI) notification 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. 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. Noncompliance will attract imposing of penalty up to Rs.1000/- on each occasion. Plastic Bags will be totally prohibited inside the Campus;
 - iv. The Institute is not responsible for any theft within the Shop. It will be the liability of the Vendor to make necessary security arrangement within the Shop;
 - v. A "Suggestions & Complaints" book at his establishment which shall be made available to the public on demand immediately. Any suggestions or complaints are made by the public; it is the responsibility of the licensee to bring it to the notice of the licensor. The said book shall be produced to inspecting officials. 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 Institute;
 - vi. The licensee has to undertake white washing / painting of the shop premises once in a year at his own cost;
 - vii. 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;
- h) In the event of the Licensee fails 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 on the next day of taking over the premises by the licensor;
- i) 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;
 - j) 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;

- k) Manpower deployment:
- i. The licensee shall register himself as a Contractor under the Contract Labour (Regulation and Abolition) Act 1970;
 - ii. No child laborer shall be employed for servicing as per law;
 - iii. The licensee has to pay amounts, 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 Institute is not liable for payment of any such amount; and
 - iv. The vendor must provide the name of the workers who will be working and visiting the shops inside IITJ Campus along with their police verification within a month's time after agreement. If new worker joins the Vendor who will work within the IITJ Campus, a prior intimation has to be given to the Institute and they also need to submit recent police verification Certificate within a month's time from joining;
- l) Taxes: The licensee shall pay all the taxes which are levied by the Central Government and the 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;
- m) 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;
- n) 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;
- o) 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;
- p) 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 Institute;
- q) Prohibitions:
- i. No shopkeeper should sell any prohibited items by the Institute or by the Government or any enforcing agencies such as cigarettes, gutka, pan masala, intoxicants, liquor, prohibited drugs etc. They shall adhere to the code of the 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 colors in food items are strictly prohibited.** All the shopkeepers shall submit an undertaking for not using the polythene covers which are banned by the State / Central Governments or any other agency. In all the foods and beverages or preparations no chemicals or colors be used which are harmful to public health;
 - iii. No child laborer shall be employed for servicing as per law;
 - iv. The licensee shall not 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. In case of misbehavior, 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 the Security Deposit amount; and
 - v. **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, 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;

- r) **The operation of the shop's timings shall be as per the Institutes' directions.**
- s) 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 1.5 times the monthly rent 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; and
- t) Institute reserves the right to accept or reject the Expression of Interest (EOI) of any shop or shops at the sole discretion of the Institute without assigning any reasons thereof.

14. Specific Terms and Conditions

- a) 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) as the case may be and shall run the business in accordance with laws. Committee of the Institute may verify the price of the selling items time to time. In case of any discrimination, penalty may be imposed and administrative action can be taken;
- b) Contract will be extended annually only based on the satisfactory performance;
- c) The area of the allotted shop will be approx. 100 square feet. The license fee will be calculated based on exact area allocated for the shop by the Institute;
- d) License fee of the shop will be as per latest CPWD norms;
- e) License fee or other dues shall be paid by the Licensee as per dates mentioned in the bills raised by Estate Office, IIT Jodhpur and paid to Institute Revenue Account using online portal. Late payment of License fee will attract penalties and other penal interests @ Rs. 500/- per month or 18% per annum of amount due computed on monthly basis, whichever is higher;
- f) Institute reserves the right to discontinue the license of any commercial establishment for non-payment of amount due for a period more than 3 months by the licensee;
- g) Electricity & Water Charges: The Electricity Charges shall be paid as per the sub meter reading and as per the tariff or 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 should be Electrical Digital Proof, and will be procured at the cost of the licensee;
- h) Old/stale/expired items (i.e. beyond expiry date) should not be kept in the shop;
- i) Reputed brands with international &/multi-city presence will be preferred;
- j) The Committee will have right to see the quality, market price, and reasonability of the items;
- k) Weights and measures of approved Government Agency only to be used. Electronic Weighing should be done only on Government ISI approved brand machines with adequate back up machines. **Weighing by traditional instruments is strictly not allowed;**
- l) Vendor must accept the Payment through Paytm, Google Pay (G-Pay), digital payment apps and any other electronic-payment mode.
- m) The Vendor must provide printed or handwritten bills;
- n) The Vendor must follow the complete COVID-19 safety protocols;

- o) Licensee shall keep the premises neat and clean and maintain the general hygiene;
- p) Home delivery in Residential Complex (Type B and C) with minimum order of Rs. 500; and
- q) No misbehave with residents/students will be allowed.

15. Guidelines:

All items of daily use should be available all the time at a reasonable price, best quality and right quantity, and reputed brands with city/multi-city/international presence like: Eatable oils, all types of pulses, flours, kitchen grocery items, baby and toddler items, drinks, spices, toiletries (soap, shower gel, detergent, hand wash, toothpaste, hair oil etc.), packed snacks (biscuits, namkeen, chocolates etc.), drinking bottles, perfume, deodorant, room freshener, mosquito repellent, miscellaneous items, Dairy products (like Milk, Ghee, Butter, Butter Milk, Ice Cream, Cheese etc.) and Bakery products (like Bread, Toast, Biscuits, cookies, muffins, cakes, pastry etc.).

- a) Bills have to be provided to every customer;
- b) Home delivery service for minimum billing of Rs. 500 is to be provided at no extra cost within the campus;
- c) As far as possible all the material to be sold be packed and of standard and reputed brand;
- d) 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 strictly not allowed;
- e) Encouraged to install swiping machines for convenience in payments for the goods delivered;
- f) Institute will not be responsible for the credit extended under any circumstances;
- g) Schemes allowed by companies to be passed on to the community;
- h) 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.;
- i) Not allowed to sell any other item incidental to groceries but not groceries without prior permission. However, freebies by companies like utensils etc. along with the product will be counted as Groceries. Any material left out of the promotional schemes cannot be sold. They may be disposed-off as the Licensee wishes;
- j) Institute 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; and
- k) Supermarket kind of accessibility will be advantageous to the customers.

All the above terms and conditions and guidelines 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.

16. Penalty Provision

In the opinion of the licensor, if the licensee 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 Institute (licensor) has the right to take the following actions;

- a) Imposition of fine for breach of contract by authorized officer of the Institute;
- b) Forfeiture of Security Deposit either partly 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 security deposit; and
- e) In the event of any statutory authorities imposes any punishment or fines etc., and if the Institute is made a party in such penal action the Institute has got 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.

17. Dispute Redressal & Applicable Laws

- 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) The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings/processing. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Jodhpur, Rajasthan, India only;
- c) The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act 1996 and the venue of arbitration shall be at Jodhpur. The decision of the Arbitrator shall be final and binding on both the parties;
- d) The proceedings for eviction, if found necessary to be initiated, against a vendor/Licensee/Commercial Establishment/ Firm for non-observance of allotment rules and subsequent non-compliance to the notices from Estate Office, shall be initiated as per provisions under the Rajasthan Rent Control Act, 2001 as amended from time to time;
- e) That the office of Estate officer, IIT Jodhpur only, shall have the jurisdiction to entertain any application in respect of any proceedings under "Commercial Establishment Allotment Rules" document. The document shall be governed by and construed in accordance with the providing laws of Government of India and any disputes arising under this License Deed can be dealt in courts at Jodhpur ; and
- f) **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.



ANNEXURE I

Application Form

For

To

The Chairman
Commercial Establishment Licensing Committee
Office of Infrastructure Engineering
Ground Floor, Admin Building (East)
N.H. 62, Nagaur Road,
Karwar,
Jodhpur 342037
Rajasthan (India)

Dear Sir

This is in reference to Expression of Interest (EOI) Notification No., dated regarding allotment of Shop for Grocery, Dairy and Bakery Products at IIT Jodhpur located at Karwar Village, Jodhpur. I, hereby submit Expression of Interest (EOI) in the prescribed format. I have read all the *Terms and Conditions* supplied along with the Expression of Interest (EOI) 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: _____



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

**DECLARATION REGARDING BLACKLISTING/DEBARRING FOR TAKING PART IN
EXPRESSION OF INTEREST (EOI).**

(To be executed &attested by Public Notary / Executive Magistrate on Rs.10/- non-judicial Stamp
paper by the bidder)

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 Expression of
Interest (EOI)s 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 Expression of Interest
(EOI)s 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 Expression of Interest
(EOI)s.

In case the above information found false I/we are fully aware that the Expression of Interest (EOI)/
contract will be rejected/cancelled by Director, IIT Jodhpur, and EMD/ 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)

Bid Security/Earnest Money Deposit Declaration

I/we certify that If I/we withdraw or modify our bids during the period of validity, or if awarded the contract to us and I/we fails to sign the contract, or to submit performance security before the deadline defined in the request for bids document, I/we will be suspended for the period of time specified by the Institute from being eligible to submit Bids for contracts with the entity that invited the Bids.

Signature of the Applicant

Full Name.....