

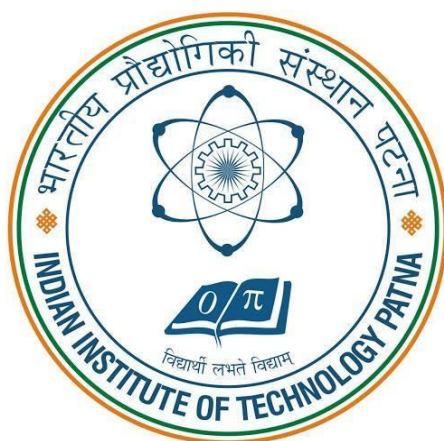
INDIAN INSTITUTE OF TECHNOLOGY PATNA

BIHTA, PATNA – 801 106 (Bihar)

Phone: (0612) 3028784

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EXPRESSION OF INTEREST

FOR GRANTING

LICENSE FOR RUNNING VARIOUS SHOPS AT IIT PATNA CAMPUS

(IITP/ADMIN/MARKET/EOI/2020-21/1 DATED 27.07.2020)

LAST DATE FOR RECEIPT OF APPLICATIONS: 27.08.2020 at 17:00 Hours

Address for Submission of hard copies by registered post/speed post/courier:

Deputy Registrar(General Administration)

Indian Institute of Technology Patna

Bihta, Patna- 801 106, Bihar

Email: drngenadmin@iitp.ac.in

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LICENSE FOR RUNNING VARIOUS SHOPS AT IIT PATNA CAMPUS

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SECTION- I

IITP/ADMIN/MARKET/EOI/2020-21/1

Dated:27.07.2020

Expression of Interest

For granting license to carry out the business of various shops at IIT Patna campus is invited on behalf of the Director, IIT Patna, Bihta, Patna- 801106 as per terms and conditions mentioned in EoI document.

Schedule of Expression of Interest					
S. No.	Activity Description	Schedule			
1.	EoI No.	IITP/ADMIN/MARKET/EOI/2020-21/1			
2.	Date of issue of EoI	27.07.2020 at 15:00 hours			
3.	List of shops	Annexure I			
4.	Pre-bid Meeting	12.08.2020 at 15:00 hrs Through online mode such as WEBEX (Cisco)/ TEAMS(Microsoft)/ MEET(Google) Prospective bidder may submit their intent to participate in pre-bid meeting to drgenadmin@iitp.ac.in Meeting details will be sent to the interested firms through e-mail.			
5.	Last date for receipt of bids (to be submitted by registered post/speed post/courier)	27.08.2020 at 17:00 hours			
6.	Validity of EoI offer	90 days from the date of opening			
7.	Application fee and EMD	S.No	Category of shop	Application fee	Earnest Money Deposit (EMD)
		1	A	Rs.1,000/-	Rs 8,000/-
		2	B	Rs 500/-	Rs.4,000/-
		3	C	Rs 150/-	Rs 1,000/-

SECTION- II

1. Scope

- 1.1. Indian Institute of Technology Patna, an educational Institute of National Importance, invites sealed proposals from reputed and qualified bidders with proven antecedents for the **license for running various shops listed in Annexure-I** at IIT Patna campus as per EoI document.
- 1.2. IIT Patna, spread over above 500 acres of land, has fully residential campus. To facilitate its students, faculty, officers and staff members of total population around 2000, IIT Patna shall provide space/area for establishment of shops.
- 1.3. The space/area will be provided on license fee basis.
- 1.4. The bidder shall make available the required goods/services all the times at reasonable price/MRP and right quantity.
- 1.5. The quality of the goods/ services should be of high standard and branded.
- 1.6. All the shops should remain open at least from **07:00 AM to 09:00 PM** or during the time as decided and intimated by the IIT Patna.
- 1.7. Good behavior of the licensee and its staff with IIT Patna fraternity.
- 1.8. The lease period will be initially for the period of five years for Category A, three years for category B, and one year for Category C shops from the date of grant of license and may be further extended on yearly basis subject to the satisfactory performance and consequent approval of the Institute.

S. No	Category of shop	Period of lease
1	A	5 years
2	B	3 years
3	C	1 year

SECTION- III

2. Evaluation of EoI

- a) A committee duly constituted by the approval of the competent authority of IIT Patna will evaluate each submitted bid in the light of documents required and submitted by the bidder as per the Eligibility Criteria mentioned above.
- b) After document evaluation of each individual bidder by the committee, committee will prepare a list of technically qualified firms/agencies.
- c) On the basis of technical qualification, committee will award marks to each individual bid as per table mentioned in para 3. For shops in Category A and Category B, total marks for technical evaluation is 50(Fifty) out of which each bidder will get marks on the basis of documents submitted by them. Bidder obtaining at least 25 marks in technical evaluation will be called for presentation.
- d) For shops in Category C, bidders will be called for presentation after evaluation of documents submitted by bidder.
- e) Any approach from the bidder or his representative, trying to influence the decision on the EoI, officially or otherwise, shall render the EoI liable to be summarily rejected.
- f) In case of applicants who are currently having their shops on campus, their overall performance and satisfaction of IIT Patna community may be considered in evaluating their application in addition to the other requirements. It is the sole discretion of IIT Patna authority and no communication will be made in this regard to the concerned firm/agency.
- g) Bid shall be awarded for the shops in category A & B on the basis of marks obtained out of 100 (50 marks for technical evaluation and 50 marks for presentation/interaction before committee).
- h) Bid would be awarded for the shops in category C on the basis of marks obtained out of 100 (100 marks for presentation / interaction before committee).

3. Evaluation Criteria:

a. **Evaluation criteria for Category A & B shops**

Criteria	Maximum marks
Turnover	20 marks
Work Experience	30 marks
Presentation/ Interaction before Committee*#	50 marks

***The committee will analyze the concept, pricing and discount along with quality offered. The presentation will involve marks on the basis of concept, novelty, pricing, discount, product range and intended infrastructural development plan.**

In case of the applicants having shops in govt/public institutions, the application would also be evaluated based on their performance in shops run in Govt/ public institutions.

b. Evaluation criteria for Category C shops

Criteria	Maximum marks
Presentation/ Interaction before Committee #	100 marks

In case of the applicants having shops in Govt/public institutions, the application would also be evaluated based on their performance in shops run in Govt/ public institutions.

c. The details of 30 marks for the criteria of work experience is given as under

S. No.	Category of shop	No. of Years of Work Experience	Marks to be awarded
1	A & B	>3 years – 4 years	10
2		> 4 years – 5 years	15
3		>5 years - 6 years	20
4		> 6 years – 7 years	25
5		> 7 years	30

d. The details of marks to be awarded on the basis of Turnover (Average of last 5 years and 3 years for Category A & B respectively) are given as under:

S. No.	Turnover in Rs. Lakhs	Marks to be awarded
1	>5.00 lakhs – 10.00 lakhs	05
2	> 10.00 lakhs – 15.00 lakhs	10
3	> 15.00 lakhs - 20.00 lakhs	15
4	Above 20.00 lakhs	20

e. Total marks for technical evaluation of Category A and B is 50 (Fifty) out of which each bidder will get marks on the basis of documents submitted by them. Bidder obtaining at least 25 marks in technical evaluation will be called for presentation.

f. In case of applicants who are currently having their shops on campus, their overall performance and satisfaction of IIT Patna community may be considered in evaluating their application in addition to the other requirements. It is the sole discretion of IIT Patna authority and no communication will be made in this regard to the concerned firm/agency.

Note- Agencies and persons having any kind of unpaid dues to IIT Patna in any manner/form on the date of submission of the EoI document are not eligible to participate in this Expression of Interest process, if participated then their bid may be summarily rejected by IIT Patna authority without assigning any reason thereof.

SECTION IV

4. Pre-bid query

The prospective applicant(s) are requested to send any pre-bid query to email id: drgenadmin@iitp.ac.in on or before 12.08.2020 at 14:00 hrs. No queries would be acceptable after the prescribed timeline. 12.08.2020 at 14:00 hrs.

The pre-bid meeting would be conducted through online mode such as WEBEX (Cisco)/ TEAMS(Microsoft)/ MEET(Google). Prospective bidder may submit their intent to participate in pre-bid meeting to drgenadmin@iitp.ac.in. Meeting details will be sent to the interested firms through e-mail. Any corrigendum (if needed) will be released on IIT Patna Website only.

5. Amendment of EoI:

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 Applicant, modify the EoI Document by issuing an addendum/corrigendum. Any Addendum/corrigendum thus issued shall become a part of the EoI Document and will be posted on the website of the Institute only.

6. Submission of EoI:

- a) Sealed proposals are invited in Single- Bid system from Bidders / Agencies / Shopkeepers fulfilling the eligibility criteria. The bids must be submitted in one packet super-scribed “**ADVT. FOR LICENSE FOR RUNNING VARIOUS SHOPS AT IIT PATNA**”, EoI No. with Date and Last Date of Submission with following details:

(Name of shop: _____ Category: _____ Sl. No. of shop _____)

(Please refer Annexure I)

- b) The applicant shall sign on each page of EoI form duly enclosing the requisite Application fee and EMD in the form of Demand Draft or proof of submission of the same through SBI collect may be kept in sealed cover.
- c) The EoIs are to be sent by Speed Post/Registered Post/Courier so as to reach the **Deputy Registrar (General Administration), IIT Patna, Bihta, Patna-801106** on or before 27th August, 2020 17.00 hours.
- d) EoIs in the name of the Minors or on behalf of the Minors shall be rejected and EMD shall be forfeited.
- e) In case of Firms/Companies/Institutes etc., the authorized representative can submit the EoI application along with authorization letter.
- f) The EoIs received after the stipulated date and time will not be accepted. The applicants or their authorized representative (only one) may be present while opening of the sealed covers during EoI opening.

- g) EoI forms with any pre-conditions or additional conditions other than the conditions prescribed and supplied by the Institute/Licensor, will be summarily rejected at the time of opening of EoIs.
- h) EoI can be submitted in Hindi or English.
- i) The proposal should be valid for **90 days** from the last date of submission of EoI
- j) In case the bidder is a partnership firm, the name of all the partners who comprise the firm be disclosed and a certified copy of the partnership deed is enclosed. If the bidder is a company, the Managing Director duly authorized by the company should sign these terms and conditions.
- k) Any corrigendum (if needed) will be released on IIT Patna Website only. The EoIs received after due date & time are liable for rejection. The Institute shall not be responsible for receipt of EoIs after due date due to postal delays or any other reasons whatsoever.
- l) Lack of supporting documents would render the EoI invalid.
- m) All relevant information and documents must be furnished along with the proposals. All the documents enclosed by the bidder shall be self-attested.
- n) Last date for submission of proposal is 27.08.2020 by 17:00 hours.**
- o) Deficiency in not supplying full information/providing incomplete/misleading information shall result in primary rejection of the offer, at any stage, even after having been offered the license and it being in operation.
- p) The Institute reserves the right to cancel / reject any or all offers and re-invite the EoI or invite any agency for negotiations without assigning any reason and without any reference.

7. List of documents to be submitted for Category A & B shops

- I. Detailed description of proposed business in IIT Patna premises along with range of product/services offered, price and discount offered, if any, on the quoted price list to IIT Patna fraternity.
- II. Detailed description of experiences in last five years for shops mentioned in Category A, last three years for shops mentioned in Category B for running of similar business at some other places and performance certificates (if any).
- III. Details of shops, if any, being run by the bidder in Govt./ Public institutions and performance certificates duly attested by the Institutions.**
- IV. Certified copy of Income Tax Return along with Profit and Loss Account and Balance Sheet for last 5 years for Category A shops and 3 years for Category B shops.
- V. Firm/Company Registration Certificate issued by Appropriate Government/Authority.
- VI. PAN No. of the firm/agency, Permanent & current address proof of the proposed firm/agency, Aadhar Card copy of an individual applicant/person signing the bid document

- VII. GST Registration Certificate (if applicable), EPF Registration Certificate (if applicable), ESI Registration Certificate (if applicable), Shop & Establishment Act Registration Certificate (if applicable), Weight & Measurement Act Registration Certificate (if applicable), Food Safety & Standard Authority of India (FSSAI) Registration Certificate (if applicable) or Any Other Statutory Registrations/Licenses (if any) of the firm/agency.
- VIII. Authorization/Dealership/Franchise of the Manufacturer/Service Provider for sale/service of reputed goods and services, if applicable.
- IX. Details/particulars of the key personnel of the firm submitting the bid of proposed business and detailed description of intended infrastructural plan at IIT Patna for the shop applied.
- X. Proof of submission of EMD in the form of (a) Demand Draft, (b) SBI I-Collect Receipt
- XI. Application/Declaration in **Annexure-II, III & IV.**
- XII. Any other documents as may be deemed necessary and as if required under any provision of the bid document then it may be demanded further by the competent authority of IIT Patna which has been not mentioned herein above.
- XIII. No dues certificate from IIT Patna if the firm is currently running any shop in IIT Patna premises.

8. List of documents to be submitted for Category C shops:

- I. Detailed description of proposed business in IIT Patna premises along with range of product/services offered, price and discount offered, if any, on the quoted price list to IIT Patna fraternity.
- II. Detailed description of previous experience.
- III. Details of shops, if any, being run by bidder in Govt./ Public institutions and duly attested copy of performance certificates issued by the Institutions.**
- IV. Firm/Company Registration Certificate issued by Competent Government Authority
- V. PAN No. of the firm/agency, Permanent & current address proof of the proposed firm/agency, Aadhar Card copy of an individual applicant/person signing the bid document
- VI. GST Registration Certificate (if applicable), EPF Registration Certificate (if applicable), ESI Registration Certificate (if applicable), Shop & Establishment Act Registration Certificate (if applicable), Weight & Measurement Act Registration Certificate (if applicable), Food Safety & Standard Authority of India (FSSAI) Registration Certificate (if applicable) or Any Other Statutory Registrations/Licenses (if any) of the firm/agency
- VII. Authorization/Dealership/Franchise of the Manufacturer/Service Provider for sale/service of reputed goods and services, if applicable.
- VIII. Proof of submission of EMD in the form of (a) Demand Draft/ SBI Collect Receipt.

IX. Application/Declaration in **Annexure-II, III & IV.**

X. Any other documents as may be deemed necessary and as if required under any provision of the bid document then it may be demanded further by the competent authority of IIT Patna which has been not mentioned herein above.

XI. No dues certificate from IIT Patna if the firm is currently running any shop in IIT Patna premises.

9. Application fee and EMD (Earnest Money Deposit)

- a) Every person desirous to participate in the Expression of Interest shall have to deposit Application fee and EMD for the shop applying for (Annexure I to be referred). EMD will be refunded to unsuccessful Proposer(s) immediately after the finalization of proposal.
- b) EMD adjusted to Performance Security Deposit shall be released within one month after realization of the Institute dues, in case of termination of the contract or after the expiry of the license period.

S.No.	Category of shop	Application fee	Earnest Money Deposit (EMD)
1.	A	Rs.1,000/-	Rs. 8,000/-
2.	B	Rs. 500/-	Rs.4,000/-
3.	C	Rs. 150/-	Rs. 1,000/-

- c) The proposer shall be required to deposit the Application fee and EMD for each shop that he/she applies for. The proof of deposit of Application fee and EMD must be enclosed along with the proposal desired in the Expression of interest. Following webpage may be visited for the instructions regarding submission of online Application fee and EMD:

https://www.iitp.ac.in/images/pdf/SBI_I-Collect.pdf

- d) The demand draft shall be drawn in favour of “**Registrar, IIT Patna**” payable at Patna.
- e) The EMD amount will not carry any interest.
- f) The Earnest Money Deposit of the applicant, whose EoI has been accepted, will be returned on the submission of the performance security, and for unsuccessful bidder(s) it would be returned after award of the contract.
- g) Earnest money deposit of the successful applicant shall be forfeited, if it refuses or neglects to execute the order or fails to furnish the required performance security within the time frame as specified by the Institute.
- h) Institute reserves the right to reject any one or all the EoIs received without assigning any reason thereof. No correspondence in respect of the decisions arrived by the EoI committee will be entertained.

Section V

10. General Terms and Conditions

1. The proposal should be filled in neatly. Over-writing and erasing shall make the proposal liable to be rejected. Proposer should put signature at every modification made in the proposal.
2. A proposer shall not submit more than one EoI for one shop. However, the same proposer may submit EoIs for different category of shops separately by paying the Application fee and EMD for each shop for which the application is submitted. In any case, not more than two licenses shall be given to anyfirm/vendor.
3. Interested agencies / persons may visit the campus to have first-hand information, if they so desire.
4. The Institute reserves the right to allot the space for running any shop at IIT Patna campus.
5. The lease period will be initially for the period of five years for Category A, three years for category B, and one year for Category C shops from the date of grant of license and may be further extended on yearly basis subject to the satisfactory performance and consequent approval of the Institute.

S. No.	Category of shop	Period of lease
1.	A	5 years
2.	B	3 years
3.	C	1 year

6. All the successful applicants shall have to deposit 'Advance license fee of three months plus an amount of' security deposit with details as under.

S. No.	Category of shop	Amount of security deposit
1.	A	Rs.50,000/-
2.	B	Rs.30,000/-
3.	C	Rs.5,000/-

7. The licensee can not make any adjustment against Performance Security Deposit. The security deposits will be returned to the licensee without any interest after handing over the possession of the shop or counter peacefully and settlement of all the dues.
8. The firm shall pay a monthly license fee at the rate of **Rs. 12.00/- per sq. ft** for Category A shops, **Rs. 10.00/- per sq. ft** for Category B shops and **Rs. 8.00/- per sq. ft** for Category C shops of the area allotted to their shop. The actual area allotted to any shop will be on the basis of general requirement of the shop and the availability of space. The license fee shall be increased at the rate of 10% every year. In addition, electricity charges as per individual meter reading for

each shop shall be payable in every month at an Institute approved rates. The proof of monthly deposited receipt of License Fee, Electricity Charges etc. must be submitted to the Administration.

9. The licensee shall be required to deposit license fee, electricity and other charges within the stipulated time period. If licensee fails to deposit the same, then the Competent Authority shall have the right to cancel the license and lock the premises without issuing any notice and the security & other amount deposited earlier shall stand forfeited.
10. The Institute shall be entitled to recover any outstanding dues including penalty/fines, installments and other dues from security deposit of the Licensee.
11. The shop shall remain open for **seven days a week**. Any closure must be done with explicit approval of IIT Patna and proper notification among IIT community.
12. If the shop remains closed for more than 7 days without proper permission, it will be presumed to have been closed down. As such, the fresh proposals will be invited for the shop and the loss will be recovered from the first Licensee till that is taken over by the second Licensee.
13. The shop should remain open during the time as decided and intimated by IIT Patna from time to time.
14. The lease will be purely temporary in nature and the licensee will never demand extension of lease period as a matter of their right. Any extension in lease period will be at sole discretion of the Institute.
15. The ownership of the shop and its legal possession will remain with IIT Patna. The licensee will have right to use the shop as licensee during the license period for the approved business only.
16. The Licensee shall strictly observe and follow all the orders and instructions issued by the Institute or its officers from time to time. In case of non-compliance of orders and breach of any of the terms and condition of Lease Agreement, the lease/allotment can be cancelled by the Institute without assigning any reason and security amount will stand forfeited.
17. The Institute reserves the right to change the location of the shop, if necessary, in the interest of the Institute. Accordingly, the amount of License Fee will be changed as per prevailing rate. This will be done with prior communication to the Licensee by the Institute. The Licensee shall have no objection in shifting of the shop elsewhere for the specific requirement of the Institute from time to time.
18. The bidder/contractor shall issue identity cards to all staff engaged for housekeeping activities engaged by the bidder/contractor for deployment in IIT Patna. The staff should not have any criminal or police cases and the bidder/contractor has to verify the same in writing and submit the same to the Institute's Authority. The bidder shall deploy only those whose antecedents

have been verified by the police authorities.

19. The Institute reserves the right to get the antecedents checked for any / all of its vendors, at any time. The vendor shall be required to co-operate with the Institute in the matter. Non-Co-operation shall be sufficient reason for withdrawal of license from the vendor, with all costs on the vendor and no liabilities on the Institute.
20. The contractor has to obtain the GATE PASS for his laborers/workers for entry into the campus.
21. The Institute will not be responsible for the payment of any bill due against any member of the staff, employee and students etc. A notice to that effect shall be prominently displayed on the shop premises.
22. Change of nature of business shall not be allowed.
23. The Licensee shall not transfer or sublet the shop or any part of the premises leased out to him/her. In case the Licensee is found to sublet the shop his/her lease will be cancelled immediately.
24. The Licensee shall not make any addition/alteration in existing immovable structure without prior approval of the Institute. In case the Licensee is found to make addition/alteration in the immovable structure his/her lease will be cancelled immediately.
25. The Licensee shall arrange his own furniture & fixtures in the Shop.
26. The Licensee will not be allowed to open the facilities of the shop to the outsiders. The shop is solely meant for use by the Residents, Students, Visitors and Staffs of the Institute.
27. The shop will be on Non-Exclusive basis and more than one shop of the same kind can be opened by Competent Authority in the Institute premises initially or subsequently. The licensee shall not be entitled to raise any objection or claim for any deduction in license period, license fee and security money, in case some other shop is constructed in the Institute campus or in case there comes in existence any authorized shop. The Licensee shall equip the shop for running the business to the satisfaction of the Institute authority and shall display the articles in presentable manner.
28. Articles required/sold shall be of the best available quality, reliable and economical. The **approved** articles/ items sold/ stored for sale in the shop shall be of good quality, if anything sub-standard quality found by the Competent Authority or any other officer authorized by him on his behalf may seize the whole stock or part thereof and order the destruction thereof. In case of the green Vegetables/Fruits/Dairy Products/Grocery items, the supply will have to be made out of fresh stocks only.
29. The sample of the articles can be collected at any time by the Competent Authority or his

representative and if found sub-standard, appropriate punishment including cancellation of license can be imposed.

30. The licensee shall sell the goods/items at a reasonable price to the inhabitants of the Institute which should not exceed the MRP except those unprinted MRP goods/items. Rather the goods may be sold at a discounted price to MRP with a spirit of competitive pricing considering the facility provided by the Institute. If at any time they are observed to be higher than prevailing market prices, the Licensee shall be liable for penalty/fines and warning. After two warnings, if the situation does not get rectified, the License shall be liable for termination by the Institute.
31. The Licensee will supply the items/articles along with the scheme given by the company with that product, if any, free of cost to the user.
32. The Licensee shall display the price list as approved by the Institute at prominent area of the shop for notice of the customer. The price list shall be as mutually agreed upon by the Licensor and Licensee. Any change in price (increase or decrease) has to be approved by the Institute. Any deviation to this shall be treated as gross violation of the contract and may attract punitive measures or shall be liable for termination by the Institute.
33. To regulate price and quality, regular monitoring and supervision shall be made any time by an officer/official so authorized by the competent authority and submit the report of the irregularities, if any, to the office for necessary action by the committee, or authorized officer by the competent authority.
34. Only such items shall be sold in the shop, which are particularly approved by the Institute from time to time. The Institute may order in writing to prohibit the sale of items, which are in contravention of the instructions. Any deviation to this shall be treated as gross violation of the contract and may attract punitive measures or shall be liable for termination by the Institute.
35. The Licensee shall also promote cashless transactions to its customers.
36. Receipt shall be provided to all customers for every item sold whether same is demanded by customer or not.
37. The Licensee shall keep a Complaint Book which shall be made available on counters to the Customers and authorized Officer(s) of the Institute shall have the right to see all these Complaint Books as and when required.
38. In case of any default, complaint or deterioration of requisite quality of items, serving/selling/ or mere presence of stale/spoilt/expired products/food or use of non-branded/non-permitted raw materials/spices etc. in preparation of food in the shop, the Licensee shall be liable to pay a penalty of Rs. 5,000/- and in case of repetition, the bid can be cancelled on the recommendation of the competent authority.

39. The sale of Narcotics, tobacco, alcohol and dangerous goods is strictly prohibited in shop. Further, Smoking and consumption of Alcohol/ intoxicants in the premises are strictly prohibited.
40. The firm shall maintain the shop premise in good condition and keep it clean and tidy always.
41. The waste must be cleared and disposed of before closing of each business day and cleared at sufficient intervals during the day. The firm shall maintain neat and cleanliness of the premises at all times.
42. Bio – Waste management should be in the proper way, all types of plastic bags irrespective of their thickness are strictly prohibited.
43. The Licensee shall not dump any empty packing, baskets or any material on the roof or in the open space outside the premises not allotted to him and shall be responsible to maintain all reasonable standard of cleanliness and hygiene in the shop & the surrounding areas and disposal of garbage, in case of default, a fine of Rs. 500/- shall be imposed on first occasion, Rs. 1,000/- on second occasion on the licensee and after that the license shall be cancelled by the competent authority.
44. No space outside the Shop for any purpose is allowed to be used. Verandah of the Shop will not be utilized for any purpose by the licensee. If any licensee of the Shop is found utilizing the verandah or open space then a fine of Rs. 500/- shall be imposed on each occasion on the spot up to a maximum of three such offences & after that the license shall be cancelled.
45. In case of any loss or damage to the Customers due to him/her employees negligence, the Licensee shall be responsible to make good the loss to the customer.
46. No person shall be allowed to stay at night in the shop premises beyond the working hours except the night guard, if appointed by the Licensee at his own cost.
47. No child labor shall be employed by the licensee in any case. Full details of the employed person will be maintained by the licensee and will be provided to competent authority as and when demanded.
48. The Licensee will not appoint any employee without proper identification/verification and shall share the list of his workers deployed by him who shall be equally responsible to receive any orders/information issued from administration rather they shall be treated as like licensee in this regard. The Licensee shall be fully responsible for good conduct and character of his/her employee(s) and employees shall be properly dressed and ensure that the dress is neat & clean at all times.
49. The firm will be responsible to ensure that the provisions as laid down in the Minimum Wages Act and any other Act or rule as may be in force from time to time are strictly and properly

adhered to and the Institute will not be responsible for any such violation, rather compliance of letters/show-cause from labour department shall be on the part of the firm. The Institute shall have no concern, liability or responsibility regarding any dispute between the firm and his employees, as also in respect of payment of wages, allowances or other charges of any nature whatsoever. The personnel employed by the firm shall in no case be treated as employees of the Institute for any purpose whatsoever.

50. All the rules and regulations of food safety, labors etc. as may be relevant to respective trade of the vendor shall be complied by the Licensee. The Licensee shall have necessary licenses from the Govt. authorities for running the respective business, and shall be liable to pay all charges, taxes, levies and statutory dues assessments as payable to Govt. authorities in respect of the work and shall also be liable to all fines and penalties which may be levied by the Govt. authorities, as a result of non-observance of any of the statues or rules framed there under by such authorities and keep the Institute indemnified against all actions, demands, expenses and charges incurred or suffered on that behalf.
51. The Licensee shall maintain the Institute property in good condition. If there is any damage to building or any other Institute property because of willful or negligent act or poor maintenance by the Licensee, the Licensee shall be responsible for the repair of shop required, if any, during the lease period.
52. The responsibility of the safety of the material/equipment kept/installed in the shop against fire, theft, riots and other unforeseen hazards shall be of that of the Licensee and Institute shall be kept indemnified against all these losses. Moreover, all loss or damage shall be repaired and brought to good condition by the Licensee at its own cost and responsibility.
53. During the period of lease if any shop is required by the Institute for any purpose, the lease may be cancelled and the Licensee shall have to vacate the shop within the time specified in the order. If any materials or fittings belonging to Licensee are not removed as directed by the Institute, then those will become the property of the Institute. In this case, no compensation will be given to the Licensee.
54. In case of death of the licensee during license period, the license shall stand cancelled & will not be transferred to any member of his/her family.
55. GST @18% would be applicable on license fee.
56. No General Power of Attorney will be acceptable.
57. The Institute reserves the right to terminate the contract at any time without notice whatsoever and the same shall not be challenged by the firm. The security amount & other deposited amount shall also be forfeited.
58. The bids those are not meeting the Eligibility Criteria stated in EOI and not accompanied with

the requisite documents, EMD shall be treated as incomplete and hence be rejected.

59. The Licensee shall not raise any legal dispute in the court of law and if there is a dispute, the matter will be referred to an Arbitrator who would be the Director, IIT Patna or will be appointed by him and his decision shall be final and binding.
60. All disputes arising out during the license period shall be subject to the jurisdiction of Court of Patna only.
61. The Institute reserves the right to amend the rules of operation and impose specific condition whenever considered necessary and appropriate. The same shall be intimated to the Licensee in due course.
62. Consequent upon being successful in bidding, the firm shall have to sign a License Agreement with the Institute on non-judicial stamp paper (Rs. 1,000/-) before commencement of the business. The cost of the agreement shall be borne by the Licensee.


DEPUTY REGISTRAR (GENERAL ADMINISTRATION)

Annexure –I

S. No.	Name of shops	Proposed location	Area (approx.)	Number of shops to allotted
Category – A				
1.	Grocery Shop	Residential area	363.75 sq.ft.	01
2.	Mini super market*	Residential area	502 sq.ft.	01
3.	Pure veg Restaurant	Food court	1029 sq.ft.	01
4.	Electrical, electronics, computer and related items shop	Hostel	192 sq. ft.	01
Category– B				
5.	Stationery Shop(s) (should have facility for printing, photocopying, scanning, and thesis binding; additional facilities like banner and poster printing are desired)	Food court-01 Residential -01	Any one of 2 shops of 270 sq.ft and 379 sq.ft.	02
6.	Multi-purpose Snacks Centre (to sell Tea/Coffee; cold drinks; chocolates; biscuits; rolls; fried rice; noodles; Panipuri/ Golgappa; Ice Cream; bakery items and sweets etc.)	Food Court area	499-526 sq.ft.	03
7.	Juice Centres	Hostel Zone, Residential, Academic	Pre-fabricated structure of approx. 300 sq. ft. may be put up by vendor	03

Category- C				
8.	Gents Saloon	Hostel	162 sq.ft.	02
9.	Ladies Beauty Parlor	Hostel	78 sq.ft.	01
10.	Vegetable and Fruit Shops	Residential	Any one of shop area 210 sq. ft. and 300 sq.ft	02
11.	Milk and Milk Products Shop	Residential	97 sq.ft.	01
12.	General store	Hostel	192 sq.ft.,	01
13.	Laundry Shop (with Ironing and Dry Cleaning facilities)	Hostel		01
14.	Cycle Repair Shops	Hostel	78 sq.ft	02
15.	Cable TV services	Residential area		01

* Mini super market should be able to sell all household items including fresh fruits and vegetables

1. The number and type of shops indicated above is tentative and it may increase/decrease.
2. The Institute reserves the right to change the location and area allotted of the shop, if necessary, in the interest of the Institute.

Annexure – II

Application Form for the allotment of shop
: _____ (Category: _____ Sl. No.
_____.)

To
The Registrar
IIT Patna, Bihta,
Patna- 801106

Dear Sir,

This is in reference to EoI Notification No. _____, dated _____ regarding allotment of shop _____ Category _____ at IIT Patna. I, hereby submit proposal in the prescribed format. I have read all the *Terms and Conditions* supplied along with the Application Form thoroughly and understood the full content. Further, I hereby agree to abide by the Terms and Conditions stipulated by the IIT Patna 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: _____

Email: _____

Annexure –III

ON THE LETTERHEAD OF THE FIRM

Sl. No.	Particulars	
1	Details of shop for which application made (Name of shop, Category and Sl no of shop)	Paste a latest passport size photo here
2	Name of the Agency/Firm	
3	Full Postal Address	
4	Office/Residence Phone No./Mobile No.	
5	Email Id If any	
6	Name(s) of the Proprietor/Partners	
7	PAN No. (Mandatory)	
8	GST Reg. No.	
9	Any other relevant License	
10	Turnover in last 5/3 years (5 years for Category A and 3 years for Category B)	
11	Police Verification Details	

“It is certified that I agree to the General Terms & Conditions as specified in the EoI document and bind myself to follow and comply with the same. I have gone through all the conditions and understood the same.”

Seal & Signature of Authorized Signatory with Date

ANNEXURE - IV

DECLARATION REGARDING BLACKLISTING/DEBARMENT

(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 EoIs 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 EoIs for a period of _____ years w.e.f. _____ to _____. The period is over on 27.07.2020 and now the firm/shop is entitled to take part in Government EoIs/ Tenders.

In case the above information found false I/we are fully aware that the EoI/ contract will be rejected/cancelled by Director, IIT Patna, and EMD/ Performance Security shall be forfeited. In addition to the above Director, IIT Patna will not be responsible to pay the bills for any completed / partially completed work.

DEPONENT

Name _____

Address _____

Attested:

(Public Notary / Executive Magistrate)

Note- In case of blacklisted/debarred applicant, those who have completed the period of blacklisting / debarment shall only be eligible to apply for this EoI.