



**Tender Document for Supply, Installation and Operation of Vending  
Machines in IIT Jodhpur Campus**

**Indian Institute of Technology Jodhpur**

**NH-62, Nagaur Road, Karwad, Jodhpur – 342 030, Rajasthan (India)**

**Telefax: 0291-280-1105**

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**NIT No: IITJ/SPS/I/C/2025-26/Estate/05 dated 09-09-2025**

**SCHEDULE**

<b>Name of Organization</b>	<b>Indian Institute of Technology Jodhpur</b>
Tender Notice No.	IITJ/SPS/I/C/2025-26/Estate/05 date 09-09-2025
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods/works)	Services
Type/Form of Contract (Service)	Services
Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)	Others
Daste of Issue/ Publishing	09-09-2025 at 18:00 hrs
Last Date and Time for Uploading of Bids	30-09-2025 at 15:00 hrs
Date and Time of Opening of Technical Bids	01-10-2025 at 16:00 hrs
Pre-Bid Meeting Date	17-09-2025 at 11:00 hrs
Pre - Bid Meeting Place	Meeting Room, 1 <sup>st</sup> Floor, Admin Building (West), IIT Jodhpur
No. of Covers (1/2/3/4)	02
Bid Validity	<b>180 days</b> (From the date of opening of bids)
Period of Service Contract	01 Year
EMD	Rs. 41,000/-
Address for Communication	Office of Stores & Purchase, Institute Building (East), IIT Jodhpur, NH-62, Nagaur Road, Karwar, Jodhpur-342030
Contact No.	0291-280-1101
Email Address	<a href="mailto:sps@iitj.ac.in">sps@iitj.ac.in</a>

**Signature of the Vendor**

## Scope of Work

### 1. General Overview of the service: -

IIT JODHPUR having its campus of 852 Acres at NH-62, Karwad, Jodhpur invites online bids for Award of Licensee for Lease of Shop/ Space for Vending Machines and Storage in IIT Jodhpur Campus. The vendor shall provide and operate vending machines in the Hostels, Mess, Lecture Hall, Admin Building, PHC etc. as per the requirement of the Institute. The Institute will provide space for the Storage/ Vending Machines.

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.)	License Fee* (Rs.) per month (GST extra)	Water Charges (Rs.) per month (GST extra)	EMD (Rs.)	PBG/ Security Deposit (5 times of License Fee) (Rs.)
1.	Space for minimum 31 Vending Machine at different locations	-	Rs. 1,55,000/- (5,000/- per Vending Machine)	-	41,000/-	8,50,000/-
2.	Storage for Vending Machines' Items at E-20 Berm (1 Bay)	442	20,000/-	500/-		

\* 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.
- The bid shall include the following:-
  - i. **Earnest Money Deposit (EMD):** The Licensee will upload the Scanned copy of receipt of deposition of Earnest Money Deposit (EMD). 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. Without EMD, the bid will not be considered.
  - ii. **Minimum Eligibility Criteria**  
IIT Jodhpur has set up minimum eligibility criteria for the bidding purposes. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting documents along with the technical bid. (Following documents to be provided as single PDF file).

### Details of the approved locations for placement of Vending Machines

Location	Number of Machines	Floor	Operating Hours
Hostels	17 (Seventeen)	Ground	24 x 7
Mess Building	02 (Two)	Ground	24 x 7
Basic Lab Building	01 (One)	Ground	24 x 7
Dept. of Bioscience and Bioengineering	01 (One)	Ground	24 x 7
CRF	01 (One)	Ground	24 x 7
Dept. of Mechanical Engineering	01 (One)	Ground	24 x 7
Dept. of Physics	01 (One)	Ground	24 x 7
SME Building	01 (One)	Ground	24 x 7
Dept. of Mathematics	01 (One)	Ground	24 x 7
School of Design	01 (One)	Ground	24 x 7
PHC	01 (One)	Ground	24 x 7
LHB-1	01 (One)	Ground	24 x 7
Admin Building (East)	01 (One)	Ground	24 x 7
Visitor's Hostel	01 (One)	Ground	24 x 7

The Institute reserves the right to increase or decrease the number of machines as per requirement. The vendor has to ensure that new machines are installed at the requested locations within a month of placing the order.

#### **Responsibilities of the vendor:-**

- 1) The vendor shall be responsible for regularly restocking the vending machine with the approved items. Additionally, the vendor shall ensure that all items are maintained in a hygienic state and are free from any condition of spoilage or expiration.
- 2) The vendor holds full responsibility of refilling the machines when they reach about 50% of the capacity. This should be done within 2 hours (from the machine reaching 50% of the capacity).
- 3) The vendor shall provide maintenance and repair services for the vending machine, ensuring its proper functioning throughout the contract period.
- 4) The vendor shall manage the cleaning of the area where the vending machines are installed at your own cost.
- 5) The vendor shall offer prompt and courteous customer service addressing any issues or concerns related to the vending machine.
- 6) The vendor will have to arrange Internet connection for the vending machines on their own preferably wireless connection.
- 7) The Institute will not provide any storage space. The vendor will have to arrange for the same.
- 8) The vendor shall be responsible for safety and security of the vending machines.
- 9) The vendor shall also install a camera on the machine and provide its footage/clipping to the Institute Authorities in case of transaction failures like amount debited but product not

dispensed or other failures. It would be the responsibility of the vendor to prove that the product has been dispensed on receipt of money.

**Responsibilities of the Institute :-**

- 1) The Institute will provide a suitable space within the premises of IIT Jodhpur for the installation of vending machines.
- 2) The Institute will provide electricity on a chargeable basis (charges to paid as per actual consumption by the vendor).
- 3) The Institute will allow the entry of vendor's representatives for refilling stock.

**Tentative list of items to be sold through vending machines**

**VENDING MACHINES (FOR FOOD & BEVERAGES)**

<b>Sl. No.</b>	<b>Item</b>	<b>Brand</b>	<b>Packaging Size</b>
1.	Chips	Lays/Haldiram/Bikano/ITC/Crax	60gm
2.	Namkeen	Haldiram/Bikano/ITC/Crax/Parle/Bikaji	30gm-56gm
3.	Namkeen	Haldiram/Bikano/ITC/Crax/Parle/Bikaji	55gm-80gm
4.	5 Star	Cadbury	40gm
5.	Protein Bar	Max Protien/ UniBic/ RiteBite	30gm
6.	Fuse	Cadbury	30gm
7.	Dairy Milk	Cadbury	36gm
8.	Choco ChipCookies	Anmol/ Unibic	75g
9.	Center Filled Cookies	Anmol/ Dark Fantasy (BoxMRP/No of Peices)	12.5g
10.	Kit Kat 4F	Nestle	36.5g
11.	Kit Kat Rich Chocolate	Nestle	50gm
12.	Choco Pie	Lotte/ Orion (Box MRP/No of Peices)	28gm
13.	Snickers	Mars	45gm
14.	Real Juice	Real – Dabur	180ml
15.	Lassi	Epigamia	150ml
16.	Milk Shake	Epigamia	180ml
17.	Kurkure	Kurkure, Taka Tak, Tedhe Medhe	105gm
18.	Jim Jam	Britannia	92gm
19.	McVities Oats	McVities	75gm
20.	Digestive	McVities	96.5gm
21.	Water	Bisleri/ Bailey/ Dasani	500ml/1L
22.	Bakery	Bakery Products	1pc
23.	Center Filled Croissant	Bauli/ Britannia	50gm
24.	Ferrero Rocher	Ferrero Rocher	T4/4pc

25.	Butter ScotchMilk	Ananda	150ml
26.	Lahori Zeera	Lahori Zeera	160ml/250ml
27.	Cake	Winkis/ Anmol/ Britannia/ Bauli	90gm-120gm
28.	Energy Drink	RedBull/ Monster	250ml/330ml
29.	Carbonated Beverages	Coca Cola, Diet Coke, Sprite, Limca,Fanta, Pepsi, Mountain Dew, 7 Up, Campa Cola, Pop	250ml/750ml
30.	Carbonated Can	Coca Cola, Diet Coke, Sprite, Limca,Fanta, Pepsi, Mountain Dew, 7 Up, Campa Cola, Pop	300ml/330ml
31.	Frooti	Parle Agro	250ml/500ml
32.	Pulpy Orange	Pulpy Orange	200ml/400ml

**Note: The Institute reserves the right to add or delete any item in the above mentioned list.**

## General Terms and Conditions

IIT JODHPUR having its campus of 852 Acres at NH-62, Karwad, Jodhpur (hereinafter referred to as the "Institute"), an Educational Institute of National Importance, having approximate strength of approximately 6000 campus residents invites online Bids in One-bid format for "**Award of Licensee for Lease of Shop/ Space for Vending Machines and Storage in IIT Jodhpur Campus**" at the Institute. Tender forms can be downloaded from the CPP Portal (<http://eprocure.gov.in/eprocure/app>) & Institute website <http://www.iitj.ac.in/tenders/index.php?id=services>. The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidders from the tender exercise. The Director, IIT Jodhpur reserves the right to select the item (in single or multiple units) or to reject any quotation wholly or partly. Incomplete tenders, amendments and additions to tender after opening or late tenders are liable to be ignored and rejected.

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

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

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

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

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

- 3.1.** Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option.
- 3.2.** To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents



(e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" are available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

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

#### **5. ASSISTANCE TO BIDDERS**

- 5.1.** Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 5.2.** Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.

#### **6. INSTRUCTION FOR Bidders:**

- 6.1.** Technical Bid should be submitted in PDF format.
- 6.2.** Financial Bid should be submitted in .XLS Format.
- 6.3.** **Kindly add scanned PDF of all relevant documents in a single PDF file like, compliance sheet, OEM/Principle Certificate etc.**
- 6.4.** The technical and financial bids should be submitted online through portal <http://eprocure.gov.in/eprocure/app> in original. The financial bid should include the cost of main equipment/item and its accessories. If there is any separate cost for installation etc. that should be quoted separately.
- 6.5.** Each bidder should be marked with the following reference on the top bids submitted online: **"Tender for Award of Licensee for Lease of Shop/ Space for Vending Machines and Storage in IIT Jodhpur Campus"**.
- 6.6.** The printed literature and catalogue/brochure giving full technical details should be included with the technical bid to verify the specifications quoted in the tender. The bidders should submit copies of suitable documents in support of their reputation, credentials and past performance in .pdf format.
- 6.7.** The rates should be quoted in figures and words both.

**6.8. Amendment of Bidding Documents:** At any time prior to the deadline for submission of bids, IIT JODHPUR may, for any reason, whether on its own initiative or in response to the clarification request by a prospective BIDDER may modify the bid document. All prospective BIDDERS who have downloaded the bidding document may visit IIT JODHPUR website /<https://eprocure.gov.in/eprocure/app> for amendments /modifications which will be binding on them.

**6.9.** The technical offer should not contain any price information. Please do not insert 'Financial Bid' (prices quoted) in the technical bid envelope. If the price quoted is submitted with technical bid the tender will be rejected.

## **7 ONLINE BID PRICES:**

The Bidder shall indicate on the Price Schedule the unit price and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the online bids for any one or more schedule specified in the "Schedule of Requirement" and to offer discounts for combined schedules. However, Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids (for the schedule in question) will not be taken into account for evaluation and will not be considered for award.

### **I. For goods offered from within India:**

- a. The price of the goods should be quoted for destination basis, charges towards freight, installation etc. may be mentioned inclusive of GST as applicable after referring the attached GST Notification.
- b. Any sales or other taxes/duties should be clearly mentioned, which will be payable on the goods in India if the contract is awarded.
- c. Charges for inland transportation, insurance and other local costs incidental to delivery of goods to their final destination should be mentioned.
- d. Any element of cost, taxes, duties levies etc. not specifically indicated in the online bid, shall not be paid by the purchaser. If GST amount is not quoted in the BOQ (Financial Bid), the total cost will be treated as inclusive of GST. No further communication will be entertained later.

## **7.2 Terms of the Committee**

- 7.2.1 On the due date the Technical bids will be opened and referred to the PFC which is duly constituted by the Director, IIT Jodhpur. The committee will go through the technical aspects of the tender and recommend short listed firms. The recommendation of the PFC is final and binding on all the parties. The PFC may visit the manufacturing site to assess the capabilities to manufacture the tendered items as per the specifications.
- 7.2.2 The technical evaluation will be an assessment of the Technical Bid. IIT Jodhpur representatives will proceed through a detailed evaluation of the Technical Bids as defined in Schedule of requirements, specifications and allied technical details, in order to determine whether they are substantially responsive to the requirements set forth in the tender. In order to reach such a determination, IIT Jodhpur will examine the information supplied by the BIDDERS and shall evaluate the same as per the specifications mentioned in this tender.
- 7.2.3 The PFC will examine all the Technical aspects of the bids received. Further, the PFC may seek additional information from the existing users at IIT Jodhpur or from other Institutes and also call for Technical presentations from the BIDDERS if it is required so.
- 7.2.4 The information received and the bids already submitted together will be examined with reference to the tendered specifications and evaluation is made by the PFC.
- 7.2.5 After the technical evaluation is completed and approved, IIT Jodhpur shall inform to the BIDDERS whose bids have been rejected technically with the reasons for rejection on e-Procurement Portal (<https://eprocure.gov.in/eprocure/app>).
- 7.2.6 The successful BIDDERS will be informed regarding the date and time of Commercial bid opening.

- 7.2.7 The purpose of obtaining two bids (technical and commercial) is to evaluate all the firms on technical basis with reference to the tendered specifications, warranty of similar Solutions/Applications elsewhere, obtaining users views with reference to the earlier supplies. This will enable the PFC to arrive at a fair recommendation in the interest of the organization.
- 7.2.8 In the event of seeking any clarification from various BIDDERS by IIT Jodhpur, the BIDDERS are required to furnish only technical clarifications that are asked for. No amendment to commercial bid will be entertained at that stage. In case if a BIDDER fails to quote for a particular item it amounts to non-compliance and hence such bid will not be considered for further evaluation. Further during this process if any BIDDER indicates the price during the clarification such bids also will not be considered for further evaluation.

## 8. INVITATION FOR TENDER OFFERS

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

a. **Part - I: Technical Bid**

b. **Part - II: Financial Bid**

a. **TECHNICAL BID:**

**Table - B**

### **Pre-Qualification and Technical Specification Qualification Criteria**

The online envelope clearly marked as "Technical Bid-Envelope No.1" shall contain all the scanned copies of originals documents in single PDF Format for Pre-Qualification and Technical Specification Qualification:

S N	Documents	Content	File Types	Submitted (Yes/ No)
1.	Technical Bid (Prequalification)	The bidder should have a minimum of 01 year of experience in supply and operation of at least 05 vending machines in any Govt. / Semi Govt. / PSU / Autonomous bodies / Reputed Private Universities / MNCs.	.pdf	
2.		The age of Applicant/Tenderer should be in between 18 years to 60 years on the last date of submission of tender;	.pdf	
3.		Educational qualification should be minimum 12th standard;	.pdf	
4.		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.10/- duly notarized must be enclosed with the technical bid in prescribed format. The proforma of the affidavit is attached with the tender as Annexure - I.	.pdf	
5.		Applicant Information Sheet as per Annexure- II.	.pdf	
6.		Declaration Sheet as per Annexure-III	.pdf	
7.		Copy of Registration of the Shop/Agency / Firm / Company issued by the Nagar Nigam/ concerned authority of the Shops and Commercial Establishment Act is must wherever applicable;	.pdf	
8.		The Agency/Firm/Bidder is required to submit a self-attested copy of PAN/GST/TAN/TIN certificates whichever applicable;	.pdf	
9.		The bidder shall submit ITR of last 02 years.	.pdf	
10.		Annual Turnover of the firm should be more than 20 Lakh of last 02 years.	.pdf	
11.		Startups, MSME & NSIC are exempted from EMD, Experience and Turnover as per Government Norms. Scan copy of MSME, NSIC or Startups Certificate has to be uploaded on CPP Portal.	.pdf	

12.		Scanned copy of EMD and it is required to submit the same in original in a sealed envelope at the following address on or before closing date: Officer-In-charge (Stores & Purchase), Office of Stores & Purchase, Institute Building (East), NH-62, Nagaur Road, Karwar, Jodhpur-342030, Rajasthan, Phone: 0291 2801 105, Email: sps@iitj.ac.in / In case of exemption from submission of Bid security, proof of registration with competent authority in relevant category only.	.pdf	
	<b>Envelope No. 2</b>			
<b>S N</b>	<b>Documents</b>	<b>Content</b>	<b>File Types</b>	<b>Submitted (Yes/ No)</b>
1.	Financial Bid	Price bid should be submitted in BOQ format.	.xls	

**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 outrightly rejected and the bid shall not be considered for further evaluation.

**b. Envelope 2: "Commercial Bid" Format:**

S. No.	Name of the Shop	Minimum License Fee (Reserve) per month (GST @18% will be charged extra)	Unit Price INR
1.	Vending Machines	Rs. 1,55,000/- (5,000/- per Vending Machine)	To be quoted by the bidder in financial bid only.
2.	Storage	20,000/-	To be quoted by the bidder in financial bid only.

**\*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.

9. **EVALUATION CRITERIA:** Evaluation of the Tender will be based on the strict compliance of the documents as mentioned at Table B above.

9.1 Even though any service provider satisfies the said requirements, he/she would be liable to disqualification if he/she has:

- (i) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the Pre-Qualification Criteria document.
- (ii) Record of poor performance such as abandoning work, not properly completing the contract,

or financial failures/weaknesses etc.

## 9.2 BID EVALUATION:

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

- a) IIT Jodhpur shall correct arithmetical errors on the following basis:
  - (i) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected.
  - (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (iii) If there is a discrepancy between words & figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
- b) The Vague terms like “packing, forwarding, transportation..... etc. extra” without mentioning the specific amount/percentage of these charges will not be accepted. **Such offers shall be treated as incomplete and rejected.**
- c) After arriving at final pricing of individual offers of all the short listed firms, the lowest firm will be awarded with Contract/Purchase Order.

## 9.3 AWARD OF CONTRACT

### Award Criteria

- a) IIT JODHPUR shall award the contract to the technically qualified eligible BIDDER whose bid has been determined as the highest evaluated financial bid.
- b) If more than one BIDDER happens to quote the same lowest price and sample of both bidders are technically approved, IIT JODHPUR reserves the right to award the contract to more than one BIDDER or any BIDDER.

9.4 The Director, IIT Jodhpur reserves the right to accept the offer in full or in parts or reject summarily or partly.

9.5 Resolution of complaint / representation: Decision of Director , IIT Jodhpur in relation to Resolution of complaints/ representations / Interpretation of any clauses of Tender is final and binding on all parties.

## **Section-A**

### **10. 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.

### **11. 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-B**

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

- 1.1 Electricity: A flat fixed charge/meter rent decided by the Institute in agreement 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.
- 1.2 The Electricity/Water charges shall be determined from time to time by the *Office of Estate*, with due consultation with *Office of Infrastructure Engineering*. The same will be applicable after due approval of the *Director IIT Jodhpur*. *The revised charges will be* intimated to the Licensees by the Office of Estate.
- 1.3 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;
- 1.4 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.
- 1.5 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;
- 1.6 **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.

### **2. 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.

### **3. Conditions of licensing**

- 3.1 The Licensee shall abide by the conditions of **License Deed** executed between the Licensee and the Licensors 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.
- 3.2 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.
- 3.3 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.
- 3.4 Licensee cannot add/delete any service/ items or increase the price of service/ items (as applicable) without prior approval of the CELC.

### **4. General Terms and Conditions**

#### **4.1 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.

#### **4.2 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.

#### **4.3 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.

#### **4.4 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.

#### **4.5 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.

#### 4.6 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 *License period*, the *Institute* shall have right to recover the said sum from the *Security Deposit* of the *Licensee*. Further, if the damages so caused, exceed the amount of Security Deposit, the Licensee shall pay such amounts as assessed by the CELC/Competent Authority, failing which the license shall be terminated. In such event, the *Institute* shall have 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 in public auction. The Institute will claim the damages through adjustment from the proceeds. Furthermore, in case of any damages exceeding the above recoveries, the licensee shall pay the damages or the institute shall have a rightful claim of legal action against the licensee.

#### 4.7 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~~ from 7 AM to 7 PM;
- b. Night Stay for the Staff is not allowed;
- c. The Institute will have right to see the quality, market price, and reasonability of the products and services;
- d. To do the same business which is mentioned in the *Agreement* and for which license is issued;
- e. 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.
- f. 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*.

- g. 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.
- h. 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*.

#### **4.8 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.

- 4.9 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.
- 4.10 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.
- 4.11 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.
- 4.12 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.
- 4.13 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.
- 4.14 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.
- 4.15 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.

#### 4.16 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) *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) months consecutively or three times in a calendar year;
- 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 Deposit*, 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

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.

- 4.17 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.
- 4.18 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.
- 4.19 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.
- 4.20 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.
- 4.21 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.

## **5. Encroachment Removal and Eviction**

### **5.1 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.

### **18.1 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.

## **6. 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.



ANNEXURE I

**DECLARATION REGARDING BLACKLISTING/DEBARRING FOR TAKING PART INTENDER**

(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 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

**INDIAN INSTITUTE OF TECHNOLOGY JODHPUR****DECLARATION SHEET**

I/We, \_\_\_\_\_ hereby certify that all information and data furnished by me/us in respect of our organization with regard to this tender specification are true and complete to the best of our knowledge. I/We have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

This is certified that I/We/am/are authorized (Copy attached) by my/our company/organization to participate in the Tender and my/our organization meets all the conditions of eligibility criteria laid down in this tender document.

I/We, further specifically certify that our organization has not been Blacklisted / De-listed or put to any Holiday by any Institutional Agency / Govt. Department / Public Sector Undertaking in the last three years.

1) Name & Address of The Vendor /Manufacturer / Agent	
2) Phone	
3) E-mail	
4) Contact Person Name	
5) Mobile Number	
6) GST Number	
7) PAN Number	
8) UTR No. (For EMD) (In case of on-line payment of EMD)	
9) Kindly provide bank details of the bidder in the following format: a) Name of the Bank b) Account Number c) IFSC  Kindly attach scanned copy of one Cheque book page to enable us to return the EMD to unsuccessful bidder	

**(Seal & Signature of the bidder)**