



बिरला प्रौद्योगिकी संस्थान BIRLA INSTITUTE OF TECHNOLOGY

(वि. अनु. आ. अधिनियम १९५६ की धारा ३ के तहत मानित विश्वविद्यालय। A Deemed to be University u/s 3 of UGC Act, 1956)

मेसरा, देवघर परिसर- ८१४१४२ (भारत) || Mesra, Off – Campus Deoghar – 814142 (INDIA)

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F.No.: BIT/Shops/ EOI/2025-26/01

Date-05.12.2025

Expression of Interest (hereafter term as EOI) is invited from suitably competent & experience firms/vendors for award of contract for running shops at BIT Mesra Off Campus Deoghar on leave and license basis. Competent vendors/firms can submit their EOI in a sealed envelope superscribed “EOI for leasing of shops at BIT Mesra Off Campus Deoghar” to the Director, BIT Mesra, Off Campus Deoghar Jasidih, Deoghar - 814142 on or before 05.30 PM of 15.12.2025. The detail of shops/services and bid security is given hereunder:

Sl. No.	ShopNo	LOCATION	Proposed Nature of Business	Area (in Sq. Feet)	Fixed Bid Security/ EMD Amount (in Rs.)
1	01	Adjacent to Transport Shed Parallel to existing Aastha Store	Coffee & Beverages Cafeteria	225	5000
2	02	Adjacent to Transport Shed Parallel to existing Aastha Store	Fruits, juices, vegetables & milk products shop	225	

Note: 1. list of material/services that could be sold by the selected vendors shall be decided by the Campus Shops and Vendor Committee/any other committee so constituted by the competent authority

2. The BIT Deoghar will only provide 15’x15’ sq. ft. area of land to the vendor and the complete establishment of infrastructure including temporary tin shade and other built up and finishing materials will be borne by the vendor.

- 1. Address for Submission of EOI** : Asst. Registrar-Admn Office, BIT Deoghar, Deoghar-814142
- 2. Last date of submission of EOI** : December 15,2025, at 5.30PM
- 3. Opening of EOI** : December 16, 2025, at 04:00PM in Board Room
- 4. Pre bid Meeting** : December 17, 2025, at 04:00PM in Board Room

DISCLAIMER

The information contained in this EOI or subsequently provided to Vendors, whether in document or verbal or any other form by or on behalf of Birla Institute of Technology, Mesra Off Campus Deoghar by any of its official, is provided to vendors on the terms and conditions set out in this EOI.

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

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

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

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

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

Director

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SECTION-A

1. Scope:

Birla Institute of Technology, Mesra, Off Campus Deoghar , Jharkhand (hereinafter referred to as the “Institute”, (an extension centre/ off campus of BIT Mesra Ranchi - a Deemed to be University under section 3 of UGC Act, 1956) invites sealed EOI for award of contract for running shops/service (at own cost) for various products/ services for the fraternity of BIT Mesra Off Campus Deoghar as per the details given above. The bidder shall provide the required items/services to the institute and the items should be available all the time at a reasonable or fixed price, best quality, and right quantity. The nature of business for every shop will remain same as per EOI. Request for change of nature of business of shops will not be entertained. The establishment cost of the shop (purely tin shed temporary infrastructure and materials) will be borne by the vendors and BIT Deoghar will provide only space (land area), electricity and water facility.

2. Eligibility Criteria

The required eligibility criteria and other documents needs to be submitted along with the bids are given below. The bids that are not meeting the Eligibility criteria stated below and are not accompanied with the requisite documents/bid security documents shall be treated as incomplete hence be rejected. Following shall be the eligibility criteria:

- (a) The applicant/vendor should be a citizen of India.
- (b) The applicant should not be Institute employees’ blood/marriage relatives.
- (c) The age of the applicant /vendor should be in between 18 to 60 years on the last date of submission of EOI documents.
- (d) Minimum educational qualification of the applicant/Vendor should be higher secondary (12th standard).
- (e) Bidder should have not been blacklisted/debarred by the institute or any other agency for a period of one year before the last date of submission of EOI. An affidavit to that extent on a non-judicial stamp paper of Rs 20/- duly notarized must be enclosed with the technical bid in prescribed format. The proforma of the affidavit is attached with the EOI as **Annexure-III**.

Documents to be submitted:

- (a) Declarations (duly self-attested) in support of their claim along with the Bid.
- (b) A Certificate of Quality, food license or any other certificates/license, as applicable.
- (c) Details of, at least, two years of his/her experience, earned before the last date of submission of EOI, in running a shop or related field with documentary proof.
- (d) Copy of registration of the Shop/Agency/Firm/Company issued by the Concerned authority of the Jharkhand Govt, wherever applicable.
- (e) A self-attested copy of PAN/ GST/ AADHAR certificate, wherever applicable.

3. **Evaluation of EOI:**

(a) The EOI will be evaluated based on Technical Evaluation parameters as mentioned below:

Sl.No.	Evaluation Parameter	Evaluation Criteria/Marking	Maximum Marks
01	Experience of running a shop	1.Upto 02Years=5 Marks	20
	Of desired category at least for a period of two years	2. More than 2 years and upto 3years=10 marks 3. More than 3 years and upto4years=15marks 4. More than 4 years=20marks	
02	Financial Turnover for last years	1. Upto 5lakhs=10marks 2. More than5 to less than 6lakhs=12 marks 3. More than 06 lakhs to less than 07lakhs=14 Marks 4. More than 07 to less than 08lakhs=16Marks 5. More than 08 to less than 09 lakhs=18Marks 6. More than 09Lakhs=20Marks	20
03	Educational Qualifications	1. Upto12Standard=No Marks 2. Graduation/PostGraduation=10marks	10
04	Personal Interaction/presentation	1. Oral Communication, plan of running the shop, Knowledge of trade and items to be kept, etc.	50

(b) **There will be personal interaction/Presentation which shall be compulsory to attend by all vendors.**

(c) Only those bidders, who fulfill the given eligibility criteria, will be evaluated for final selection on the above-mentioned evaluation criteria.

(d) Vendor who will get the highest marks, after evaluation of EOI, will be selected to provide services.

(e) Campus Shops and Vendor Committee/any other committee so constituted by the competent authority, shall evaluate the EOIs. The decision of the committee in the evaluation of the EOI shall be final. No correspondence will be entertained outside the process of negotiation /discussion with the committee.

(f) Any approach from the vendor or his representative, trying to influence the decision on the EOI, officially or otherwise, shall render the EOI liable to be summarily rejected. The committee has been empowered to take the final decision regarding the EOI.

4. **Amendment to the EOI document**

At any time prior to the deadline for submission of proposals, The Institute may, for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by issuing an addendum/corrigendum. Any addendum /corrigendum thus issued shall become a part of the EOI document and will also be posted on the website of the Institute. Accordingly, the last date for submission of proposals may be extended, at the discretion of the committee, for providing reasonable time to prospective vendors to take an addendum into account while preparing their proposals.

SECTION-B

5. Submission of EOI

- (a) The EOI of the bidders should be received, in the appropriate manner, latest by 15 December 2025 by 05.30 PM by post to the Asst. Registrar-Admn Office, BIT Deoghar, Jasidih, Deoghar-814142. The EOI can be submitted in Hindi or English.
- (b) The duly filled in EOI form must enclose the EMD declaration. The supporting certificates shall be submitted separately. The vendor shall sign on each page of the EOI form. The application form should be submitted, with prevailing terms and conditions, in a sealed envelope mentioning the name of the Business/Shop for which the EOI quoted, name, and address of the vendor on the top of the envelop.
- (c) The sealed envelope can also be dropped in the EOI Box kept at the Estate office of the Institute.
- (d) An authorized representative can also submit the EOI application along with the authorization letter on behalf of a firms/companies etc.
- (e) The Vendor must submit the Annexures I, II, III, and IV duly filled and complete in all respect along with the list of minimum items the vendor will provide throughout their services in the institute.
- (f) The interested parties may inspect the premises before submitting the EOI form.
- (g) The EOI forms with any pre-condition or additional conditions other than the conditions prescribed and supplied by the institute will summarily be rejected at the time of opening of received applications.
- (h) Institute reserves the right to reject any one or all the EOIs received without assigning any reason. No correspondence in this respect will be entertained.
- (i) The EOIs received after the stipulated date and time will not be accepted.
- (j) The EOIs in the name of minors or on behalf of them in ors will be rejected.
- (k) An incomplete EOI and unsigned forms will be rejected.
- (l) The decision of the Institute/Committee shall be final with respect to allotment of shops/services. No correspondence in this respect will be entertained.

6. Opening of EOI

- (a) The EOIs so received in the sealed envelopes will be opened on 16 December, 2025 at 04:00 PM in Board Room in presence of the committee members. The vendors or their authorized representative (one person only) will be encouraged to be present at the time of opening the received applications.
- (b) The vendor or any of its authorized representatives holding authorization letters who wish to be present at the time of opening of EOIs can attend the EOIs opening. The applicant/representative of the applicant shall produce a self-attested copy of a valid photo identity card (Pan card, Aadhar card, Voter ID, Driving license, passport, ration card).

- (c) Pre bid meeting will be held on 17th December 2025, at 04:00 PM at the Board Room of the Institute. The prospective vendors are requested to attend the pre-bid meeting on the scheduled date and time. Technical requirements, terms & conditions, or any other query related to this EOI shall be opened for discussion for wider competition and competitive prices.
- (d) The pre-bid queries are to be submitted on or before 16 December 2025 by 05:00 PM on the email id: ar.admin.bitd@bitmesra.ac.in or in hard copy to the Assistant Registrar office.

7. Earnest Money Deposit (EMD)

- (a) EMD amount for various shops, as mentioned earlier, should be submitted in form of Demand Draft from a Scheduled bank in favor of “Birla Institute of Technology” payable at Deoghar.
- (b) The bidder shall be required to submit the Earnest money deposit (EMD) undertaking which is enclosed as **Annexure-IV**.

SECTION -C

8. Allotment of contract

The successful vendor shall enter into an agreement for running the allotted shop within seven days from the date of issue of allotment letter.

9. Term/period of contract

- (a) The license shall be valid initially for the period of 11 months that may be extendable as per discretion of the competent authority, subject to satisfactory performance
- (b) The licensee shall have to run the business for minimum 11 months w.e.f. the date of entering into agreement. In case the licensee desires to vacate the premises before the completion of one year compulsory duration from the date of agreement, for whatsoever reasons, he/she need to serve either one month notice or payment of one month rent.
- (c) There shall be a minimum of 10% annual increase in the license fee.
- (d) The selected vendor/allottee shall enter into license deed for one year, or as the case may be, and commence the business within one month from the date of receipt of allotment letter. If the allottee fails to enter into the license deed and commence the business within one month from the date of allotment, the allotment will be considered cancelled.
- (e) **Non-Exclusive clause:** The allotment of shops shall be on ‘nonexclusive basis’ i.e. the institute shall have the right to grant license to more than one licensee to do same business in the same premises.

10. Payment of License Fee

The payment of License Fee along with the GST and other taxes applicable from time to time, shall be due for payment to the Institute on the first working day of each calendar month. However, the same can be paid on or before 7th day of each calendar month without any penalty of late payment. Any payment after the due date will attract the penalty as follows:

- (i) **Payment up to 10th day of the calendar month with prior permission:** NIL. (*Institute at its discretion may give extra time for payment without any penalty, however, it will not be a binding on the Institute*)
- (ii) **Payment after due date without any valid reason and permission:** will attract the penalty of Rs.50/-for each day of delay/default, starting from the first working day of the calendar month.
- (iii) **Default continues for more than two months:** The Institute may serve evacuation notice for vacating the premises after settling of all the dues payable to the Institute. If required, the Institute may cut-off the electricity and water connection and prohibit the shop to be operated further.

11. Security Deposit/ Performance Guarantee

- a) The security money to be deposited will be 03 (three) times of License Fee plus tentative electricity charges.
- b) The Security Deposit shall not carry any interest.
- c) The Security Deposit is refundable only after completion of license period.
- d) Security deposit will not be adjusted towards the license fee payable by the licensee

- during the license period.
- e) The security deposit of licensee of Shop shall be refunded only after removal/dismantling the structures, constructed by them for their use.
 - f) In case the licensees vacate the premises without dismantling /removing the structures the cost of dismantling /removing the structures shall be adjusted out of the security deposit and the balance shall be refunded; and
 - g) The Security deposit is liable for forfeiture in the event of failure by the licensee to pay the license fee or termination of license or for breach of any condition/conditions of license.

12. Electricity Charges

Electricity charges are to be paid, within seven days of each calendar month, by the vendor as per actual consumption of electricity. The amount of electricity dues can be enquired from the Electrical Maintenance Office or from the Accounts Department of the Institute. In case, the electric bill has not been finalized, the amount equivalent to the previous month's electricity charges will be required to be deposited which shall be adjusted when the actual electric bill is generated for that month / period. Late payment of electricity charges will attract penalty as follows:

- (i) *Payment delayed Up-to seven days of the calendar month:* Nil
- (ii) *Payment delayed beyond seven days with prior permission:* Nil
- (iii) *Payment delayed beyond the eighth day onwards without any prior permission:* a minimum of Rs.25 per day of default made which shall be applicable from the 10th day of the calendar month till the same is settled after adjusting any advance payment made on account of electric charges. If the default continues for more than two months, the Electricity connection may be cut off by the electric maintenance department without serving any notice to the vendor/occupant of the premises.

Note: The Institute may ask for a deposit of Advance Electricity Charges equivalent to Three months of Average Electricity Bills if the vendor is not prompt in clearing its dues.

13. Termination of the agreement

Either party may terminate the agreement by giving one month's notice. The vendor will clear all dues and hand over the premises in a fair condition.

In case of any breach of provisions of agreement by the vendor, the Institute may terminate the agreement without giving any notice, and the shop/premises will be required to be vacated immediately. Dues if any, if not paid by the vendor, shall be adjusted from the Security Deposit. Such vendors shall be blacklisted for a minimum period of five years or even more through the decision of the Campus Shop and Vendors Committee. If the security deposit is insufficient to compensate the dues, then the assets of the vendor will be forfeited/withheld till he pays up the dues. If warranted, legal action may also be initiated against the vendor.

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SECTION-D

14. Other Terms and Conditions

I. Safety and security of the premises

Vendors will be responsible for the safety and security of their shops and premises. They may install CCTV cameras, fire safety equipment and/or deploy guards at their own cost. Institute or the Institute security guards will not be liable for the safety and security of their shops/premises.

II. Cleanliness of shop & its surroundings

It will be the responsibility of the vendor to keep the shop and its surroundings in a clean and hygienic condition on a regular basis. The vendor will be penalized for any littering on the premises on account of his business. The penalty may also lead to cancellation of the agreement in case of receipt of repeated complaints. The penalties, in case of non-cleanliness, will be as follows:

- a) 1st instance of non-cleanliness: Rs 1000
- b) 2nd Instance of non-cleanliness: Rs3000
- c) 3rd Instance of non-cleanliness: cancellation of agreement

III. General behavior and hygiene

- (a) Vendors and their staff should be courteous towards the customers. Complain of rude behaviour with customers may lead to forfeiture of security deposit and cancellation of agreement.
- (b) It will be responsibility of the concerned vendors to maintain the personal hygiene of staffs members employed in their respective shops.
- (c) Debris originated from the shops should be disposed properly without adversely affecting the Institute campus
- (d) **Special Hygiene Points for Eatery Shops:** In addition to the above:
 - (i) Head must be covered with cap or other head cover material.
 - (ii) Gloves must be worn for preparation and serving of food.
 - (iii) Furniture and utensils must be clean and hygienic.
 - (iv) Fly catcher, mosquito or repellent etc. to be used at their own cost.
 - (v) Staff will not chew Tobacco or Gutka (or any product containing tobacco) while on duty or in the campus.
 - (vi) Smoking is strictly prohibited inside the campus
- (e) The COVID-19 protocols of use of mask (properly covering mouth and nose), social distancing, and hand sensitization will be compulsory for the staff of all shops. Each shop will provide free hand sensitization facility at the entrance of their shop.

IV. Subletting and selling of items at agreed price.

- (a) The vendor /tenant shall not sublet any portion of the shop/area to third party without written permission of the Institute.

- (b) If a firm is registered as partnership, then the copy of the partnership deed and registration along with authentication to sign the document on behalf of the firm may be furnished.
- (c) In case the vendor is not willing to continue the business, he/she needs to get the agreement cancelled and vacate the shop. Violation of this clause will Suo motu leads to cancellation of agreement and the vendor shall have to vacate the shop and hand over the Institute premises with immediate effect.
- (d) Vendor will sell products or carry out the business, only for which he has been allotted with the shop and entered into the agreement.
- (e) Vendor will sell the products as per the price list finalized and certified by the Institute (but in no case exceeding the printed MRP).
- (f) Vendor will display the menu with the pricelist and will not be allowed to charge beyond the approved rate.
- (g) In case of any complaints from customers (staff, visitors, or students) for charging beyond the approved rates or printed MRP (or the products beyond their expiry date), the Institute will take strict action which may lead to forfeiture of security deposit and cancellation of agreement. If warranted, a legal action may also be initiated against the defaulter.

V. Liability of the workers/staff employed by the vendor

- (a) The Vendor shall bear full liability for the workers they employ. Under no circumstances the workers so employed will claim for employment in the Institute.
- (b) The Institute is completely indemnified of any injury/loss of life of any worker(s)/Staff employed by the Vendor.
- (c) Vendor will be responsible to comply with all statutory obligations concerning the employment of workers e.g., fair wages, PF, ESI, Labour Licence, IT and GST filing etc., wherever applicable.
- (d) Employment of child labour by the Vendor is strictly prohibited.
- (e) Police-Verification certificate of the workers/staff employed is to be submitted.
- (f) On compliance of above issues, the workers/staff employed shall be issued with an ID Card by the vendor, record of which shall be submitted to AR (Admn) Office.
- (g) Non-compliance or violation of the above instructions will lead to forfeiture of security deposit and cancellation of agreement. If warranted, a legal action may also be initiated against the defaulter.

15. Other statutory compliances

- (a) Vendor will be liable to comply with other statutory compliances. Some of them are appended below:
 - i. FSSAI certificate is mandatory for shops selling food items/products. The same should be displayed in the Shop/Food-Truck.
 - ii. GST filing wherever applicable.
 - iii. IT Return of all financial years
- (b) The copy of certificate/documents of all such statutory compliances shall be deposited along with the Agreement.
- (c) Timely renewal of such compliances shall be the responsibility of the vendor.

16. Unauthorised use of premises

- (a) The closing time of Shops will be 10:00 PM every day that may be reviewed depending upon the nature of business or the items allowed to be sold.
- (b) The service staff of the vendor will not be allowed to live inside the shop or even in the campus. They must leave the campus after closing the shop/outlet.
- (c) Vendor must not involve himself/herself in any unlawful activity within the campus and must not allow, knowingly or unknowingly, anybody to use the premises for such activity.
- (d) Non-compliance or violation of the above instructions will lead to forfeiture of security deposit and cancellation of agreement. If warranted, a legal action may also be initiated against the defaulter.

17. Display of Sign/Advertisement and Institute logo

- (a) The vendors may put the advertisement boards only with the prior concurrence of the Institute and at the designated place indicated by Institute.
- (b) Institute Logo cannot be used by any person other than the Institute. The vendor will not use the Institute logo in any manner
- (c) Violation of the above will lead to forfeiture of security deposit and cancellation of the agreement. If warranted, a legal action may also be initiated against the defaulter.

18. Alteration/Renovation/maintenance of the Shop

- (a) The vender is liable to carry out minor civil maintenance on his own expense.
- (b) Vendor will not be allowed to carry out any structural changes / civil construction work without written specific permission from the Institute. They may place readymade furniture/ racks etc as per their requirement. Any civil construction or structural addition or alteration by the vendor without prior permission will be considered as Gross violation of its terms and conditions of the License agreement and the Institute may take stern action accordingly which may include forfeiture of security deposit and the termination of license agreement. Damages and expenses incurred by the Institute in this respect will be recovered from the vendor.
- (c) All such issues shall be brought to the 'Welfare Committee of Institute' for resolution.

19. General Terms and conditions

- (a) The Vendor shall have to submit the EOI form only for the business mentioned against such shop and for any multiple business, there should be separate EOI form and separate sealed cover to be submitted. No combined quotation for multiple business should be submitted and for any deviation, the EOI will be rejected.

- (b) The successful Vendor will be allowed to commence the business upon the satisfaction of other formalities like payment of security deposit, execution of agreement (Deed of License) failing which Security Deposit (SD) paid will be forfeited besides canceling the license.
- (c) The allocated space to the shopkeeper can be relocated as per the requirement of the Institute.
- (d) *Change of Nature of Business*: The licensee has to do the same business which is mentioned in the EOI notification and for which license is issued. If the licensee is found doing business in the Shop other than the stipulated in the deed of license, the license is liable for termination duly forfeiting the Security Deposit.
- (e) In the event of death of licensee, the license shall come to an end. However, the licensor may permit the Legal Heir of the licensee to run the business on the same Terms & Conditions for the remaining period of license on execution of fresh deed of license by such Heir.
- (f) That the license(s) shall be licensed the said premises equipment, installations, fittings and fixtures provided. If any, on “as is where is basis” and the licensee shall not make any additions/alterations in the licensed space installations installed if any, including electric installations and wiring without the prior permission of the licensor in writing. Necessary light and fan points shall be provided by the licensee at his own cost.
- (g) The shop or premises will be allotted “as is where is condition” to the successful licensee. Any modifications, changes, alterations, repairs, if any required shall be undertaken by the licensee at his own cost with the prior permission of the Institute and as per the drawings approved by the Institute.
- (h) ***Confinement to the area of shops-***
 - i. The licensee has to perform the business by confining to the extent of allotted Shops area, as mentioned in the EOI notification or as recorded in the license deed. There should not be any encroachment of platforms, area of other shop by licensee, under any circumstances.
 - ii. If the licensee encroaches the platforms, area meant for passenger’s movement or area of other shop/open space, the licensee is liable for payment of penalty. If the licensee is habituated for encroachment, liable for termination by serving a notice.
 - iii. Waste management should be done in proper manner. The premises and surroundings of the shop shall be kept clean and tidy. The dustbins should be kept at appropriate places and are subject to inspection by the officials of the licensor and the authorities. Noncompliance will attract imposing of penalty up to Rs.1000/- on each occasion. Use of disposable bags, plates, glasses etc. of plastic and thermocol materials will be totally prohibited inside the Campus.
 - iv. It will be the responsibility of the Vendor to make necessary security arrangement within the Shop. The Institute will not be responsible for any theft within the shop.;
 - v. The vendor must keep a “Suggestions& Complaints” book at his establishment which must be made available to the public on demand. It will be responsibility of the licensee to bring any suggestions or complaints made by public to the notice of the licensor. The said book shall also be produced to inspecting officials. The “Suggestions & Complaints” recorded in the suggestions & complaints book be

Scrupulously followed and failure to follow will lead to levy of penalty or termination of agreement or forfeiture of security deposit at the discretion of the Institute.

- vi. Licensee shall ensure that fire detection and suppression measures installed inside the premises are always kept in good working condition, and also ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires.
- vii. Periodic/surprise inspection of shops and places shall be carried out by officials nominated/authorized by the Institute from time to time. All damages/breakages etc. to the Institute property noticed by the officials will have to be set right by the concerned firms/agencies/companies/proprietors within fifteen days of inspection failing which the Institute will get the repairs/renovation works done and the cost/charges of the same shall be recovered from the security deposit of the concerned vendor/firms/agencies/ companies/proprietors.
- (i) On the expiry of the period of the license or on its termination, as the case may be, licensee shall deliver vacant possession of the premises intact, to the licensor at 17.00 hrs. on the last day of contract.
- (j) In the event of failure of Licensee to deliver vacant possession of the shop/premises to the licensor, the licensor shall have right to take possession of the premises by putting his own lock and key to the said premises and shall entitle the Licensor to forfeit the Security deposit. The articles, if any, left by the licensee, will be kept in public auction on the next day of taking over the premises by the licensor.
- (k) 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.

20. Guidelines for Vendors

- (a) Bills must be provided to every customer.
- (b) Home delivery service for minimum billing of Rs. 500 is to be provided at no extra cost within the campus.
- (c) As far as possible all the material to be sold be packed and of standard and reputed brand.
- (d) Weights and measures of approved Govt. Agency only to be used. Weighing should be done only on Electronic Government approved brand machines with adequate back up machines. Weighing by traditional instruments strictly not allowed.
- (e) Encouraged to install swiping machines and UPI payment for convenience in payments for the goods delivered.
- (f) Institute will not be responsible for the credit extended under any circumstances.
- (g) Schemes allowed by companies to be passed onto the community.
- (h) Not allowed to hold promotional events or stalls for introducing new products outside the shop. If possible, the same may be held within the shop with prior permission.
- (i) Not allowed to sell any outer space of the shop for advertising by way of paintings, posters etc.
- (j) Institute will not be party nor will help the Licensee where a govt. agency or its official is visiting the premises in connection with the discharge of his duties. Any

dispute arising out the same shall be the responsibility of the Licensee and the Govt. Agency.

All the above terms and conditions and guidelines will form part of agreement. The licensee will have to be bound by these conditions in addition to any other conditions prescribed by the Institute.

21. Dispute redressal and applicable laws

- (a) In all disputes and doubts or interpretation of the clauses or conditions applicable to the license or otherwise, the decision of the Institute shall be final and binding on the licensee.
- (b) The contract shall be governed by the laws and procedures established by Govt. of India/Govt of Jharkhand within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings/processing. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Deoghar only.
- (c) Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act 1996 and the venue of arbitration shall be at Deoghar. The decision of the Arbitrator shall be final and binding on both the parties.
- (d) **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 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.

APPLICATIONFORM

Expression of Interest (EOI) for allotment of Space for establishment of a Shop

The Director
BIT Mesra – Off Campus Deoghar
Jasidih, Deoghar – 814142
Jharkhand

Dear Sir,

In reference to Expression of Interest (EOI) Notification No..... dated..... regarding allotment of Space for Shop for running a business of at BIT Mesra Off Campus Deoghar. I hereby submit EOI in the prescribed format. I have read and understood all the Terms and Conditions supplied along with the form thoroughly and understood the full content. Further, I hereby agree to abide by the terms and conditions stipulated by the B.I.T. Mesra Off Campus Deoghar from time to time during the operation of my business on awarding the License for the same.

Thanking You

Yours Faithfully

Signature of Applicant

Full Name:

Permanent address:

Mobile No:

E-Mail:

Applicant information sheet

1. Name of the Applicant:
2. Father's Name of the Applicant:
3. Nature of current business:
4. Date of Birth/Age of the Vendor:
5. Full Address of Applicant:
Present:

Permanent:
6. PAN Card No/ GST No:
7. Aadhar No:
8. Mobile No & Email Address
9. I offer the following sureties who have signed here under as Sureties.

Sl. No.	Name of Sureties	Occupation & Address of Sureties	Signature
01			
02			
03			

10. RATE QUOTE : Rs. _____ PER SQ. FT. (for 225 sq. ft. of area)

Signature of Applicant

DECLARATIONFORM

Blacklisting/Debarring from Taking Part InExpression of Interest (EOI)

(To be executed and attested by Notary public/Executive Magistrate on Rs20 Non-judicial stamp paper by the bidder)

I/We.....,the shopkeeper hereby declare that the firm/shop namelyhas not been blacklisted or debarred in the past by Govt/Private Organization or Institute from taking part in Govt/Private EOIs in India.

Or

I/We.....the shopkeeper hereby declare that the shop namely.....was blacklisted or debarred by Govt/Private Organization or Institute from taking part in Govt/Private EOIs 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 Govt/ Private EOIs.

In case the above information is found false I/we are fully aware that the EOI/contract will be rejected/ cancelled by the Competent authority of BIT Mesra Off Campus Deoghar and EMD/Performance Security shall be forfeited.

In addition to the above the competent authority of BIT Mesra – Off Campus Deoghar will not be responsible to pay the bills for any completed / partially completed work.

DEPONENT

Name:

Address:

Attested:

Notary Public/ Executive Magistrate

Bid Security/ Earnest Money Deposit (EMD) Declaration

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

Signature of the Applicant

Full Name: