



SHRI MATA VAISHNO DEVI UNIVERSITY

KAKRYAL, KATRA-182320 (J&K)

EXPRESSION OF INTEREST (EOI) FOR RUNNING VARIOUS SHOPS AT SHRI MATA VAISHNO DEVI UNIVERSITY CAMPUS

Shri Mata Vaishno Devi University, Kakryal, Katra-182320 (J&K) invites sealed EOI from suitably experienced firms/vendors having successful track record for running the following shops/services located at Shri Mata Vaishno Devi University Campus for a period of three (03) years on Leave & License basis:

Shop No.	Nature of Business	Minimum Monthly License Fee
9 & 10	Provisional Store Size: (6.91 x 3.39 mtr.)	Rs. 7,000.00
5	Sweet Shop Size: (5.43 x 3.34 mtr.)	Rs. 5,000.00
7	Dairy Products Size: (3.36 x 3.39 mtr.)	Rs. 4,000.00
6	Stationery/Documentation Centre Size: (3.36 x 3.39 mtr.)	Rs. 3,500.00
4	Barber Shop Size: (3.34 x 3.34 mtr.)	Rs. 2,000.00
Trikuta Boys Hostel	Laundry Service Size: (5.40 x 5.10 mtr.)	Rs. 2,000.00

GUIDELINES/INSTRUCTIONS FOR THE EXPRESSION OF INTEREST (EOI)

- 1) The firms/vendors will be required to submit the EOI in sealed cover containing their offers/bid of Monthly License Fee over and above the Minimum Monthly License Fee shown above against each shop/service and Rate List of all the items/service to be provided by them alongwith the percentage of discount on M.R.P. The offers of the firms/vendors less than the monthly License Fee as shown above against each shop/service shall be summarily rejected. Before submission of the EOI, the firms/vendors, in their own interest, are advised to satisfy themselves in respect of the site/road conditions as the SMVD University shall bear no responsibility for lack of acquaintance of the site and other conditions related to running the abovementioned shops/service within the University premises. The consequences of the lack of knowledge, as aforesaid, on the part of the firms/vendors shall be at their own risk & responsibility.
- 2) That the firms/vendors will be required to submit separate EOIs for each shop/service, in case they wish to apply for more than one shop/service.

- 3) That the EOIs completed in all respects should reach the Office of the Registrar, SMVDU, Kakryal, Katra-182320 (J&K) by or before **20.09.2017**.
- 4) That the EOIs shall be opened on **21.09.2017** at **2.30 p.m.** in the Office of the Registrar, SMVDU by the designated Committee in the presence of the proprietors/authorized representatives of the firms/vendors. The decision to award EOI shall be taken by the Committee and no correspondence in this regard shall be entertained.
- 5) The University reserves the right to accept / reject, at any stage of the process, any or all EOIs submitted in response to this invitation for EOIs, and / or to modify the process at any time without assigning any reason whatsoever and without any obligation or liability whatsoever.
- 6) That the firms/vendors will be required to operate the abovementioned shops between 9.00 a.m. to 9.00 p.m. or as may be notified by the University Authorities from time to time. Use of space beyond official timings approved should be only for special purposes (like receiving goods, inventory, disinfestations, etc.).
- 7) The firms/vendors, after allotment of the EOI, will be required to deposit a Security Deposit amounting to Rs. 10,000/- (Rupees Ten Thousand only) in the form of Demand Draft favouring Registrar, SMVDU (payable at Jammu) for due fulfillment of the License Deed to be executed by the University with the firms/vendors. No interest shall be given on the Security Deposit.
- 8) That the firms/vendors, at the initial stage of operating the business shall sell the items/provide service to the customers as per the rates quoted by them in the EOI and approved by the University. The approved rate list shall be conspicuously displayed by the firms/vendors at the licensed shop. Any change in the menu, rate list of items/service to be provided by the firms/vendors will be made only after prior approval of the Competent Authority.
- 9) That the duration of the License Deed shall be for a period of three (03) years. The above period may be extended, subject to satisfactory performance of services rendered on the part of firms/vendors, in the larger interest of students and the University.
- 10) That the firms/vendors shall be required to execute an agreement with the University on a non-judicial stamp paper of Rs. 100/- (Rupees One Hundred only) within a period of seven (07) days from the date of allotment of the shop(s), failing which, the University shall be at liberty to forfeit the Security Deposit and proceed to appoint another firm/vendor as it may deem fit.
- 11) That the firms/vendors shall only be provided with the above said shops alongwith electricity and water connection by the University. The firms/vendors shall have to arrange its own structure/furniture etc. at their own cost and the firms/vendors shall be liable to pay electricity/water charges and other taxes/levies and cesses (on monthly basis alongwith the License Fee) that may be imposed by the Government or any other authority on the trade carried on by them on the licensed shops from time to time.

- 12) That the firms/vendors shall obtain proper license(s) from the concerned Licensing Authority/Authorities for the sale of items/services provided in accordance with the provisions of The Prevention of Food Adulteration Act and Rules made thereunder or any other corresponding law applicable in the State of Jammu & Kashmir, for which, the copy of relevant permission/license shall be submitted by the firms/vendors in the Office of the Registrar, SMVDU within a period of one (01) month from the date of execution of the License Deed.
- 13) That the firms/vendors shall not sublet the licensed shop(s) allotted by the University or enter into agreement with any other party to run the business at the said licensed shop implicitly/explicitly failing which, the License Deed shall stand cancelled and the decision of the University in this regard shall be final and binding on the firms/vendors.
- 14) That the firms/vendors shall have to make their own arrangements for safe storage of materials and accommodation for his staff etc. No employees/workers of the firms/vendors shall be allowed to reside in the licensed shop.
- 15) That the firms/vendors shall use the licensed shop(s) exclusively for the purpose they have been allotted by the University. The use of the licensed shop(s) for other purposes will lead to the cancellation of the License Deed.
- 16) That the firms/vendors shall install Point of Sale Terminal (POS terminal) for accepting payments through digital mode such as Debit/Credit Cards and other non-cash modes of payment at the licensed shop.
- 17) That the firms/vendors shall ensure that proper and valid bills be issued to the students/customers against each sale/service provided at the licensed shop.
- 18) That the firms/vendors shall not carry any offensive trade or business or activities in the licensed shop or anything which may operate as a nuisance in and around the licensed shop including operating/playing of music system, etc.
- 19) That the firms/vendors shall not make any addition or alteration to the building of the licensed shop or temper with the fittings or electrical installations therein, nor make any unauthorized constructions or extension to the electricity or water supply lines, without the specific written permission of the University in this behalf.
- 20) That the usage of plastic bags shall not be permitted during operation of the business in the University Campus. Cloth bags should be made available for users. Use of paper bags/plates/cups, etc. is encouraged.
- 21) That the firms/vendors shall keep the licensed shop(s) as well as the surroundings of the University building neat and clean at his own costs and will keep sufficient number of dustbins for the purpose and observe proper hygienic conditions. The firms/vendors shall be required to dispose-of the garbage and waste as per the norms notified by the University from time to time.
- 22) That the firms/vendors shall also conduct pest/rodent control regularly in the licensed shop(s) at their own cost. The firms/vendors shall also ensure that the floor and the walls of the licensed shop(s) shall be washed with an effective disinfectant so as to keep the licensed shop(s) free from all insects. No spraying shall be done during the conduct of business, but instead fly swats/flaps should be used to kill spray flies getting into the licensed shop(s).

- 23) That the firms/vendors shall maintain the Safety Standards and shall take appropriate fire safety measures at the licensed shop(s) at their own cost.
- 24) That the authorized representatives authorized by the Competent Authority shall be authorized to inspect the licensed shops(s), quality of items for sale/service provided, sanitation and other arrangements from time to time. In case of any unsatisfactory condition, the concerned officer(s) shall be authorized to order for destroying the unhygienic material and impose a fine subject to a maximum of Rs. 5,000/- (Rupees Five Thousand only) for each occasion or may even recommend for cancellation of the permission granted in favour of the firms/vendors to operate the business.
- 25) That the firms/vendors shall ensure that no products shall be sold from the premises which are prohibited to be sold within the premises of an educational institute including the provisions made under the Cigarette and Other Tobacco Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and Distribution) Act, 2003.
- 26) That the firms/vendors shall ensure that its employees/workers/labourers etc. strictly refrain from smoking of cigarettes or use of any kind of tobacco products or pan chewing or consumption of alcohol within or around the space allotted to it or anywhere else in the University Campus, otherwise, a fine of Rs. 5,000/- will be imposed for each such act or termination of the Contract.
- 27) That the firms/vendors shall take all precautions that all persons engaged by it to do any work for services are courteous, civil, sober, honest and free from any virulent or contagious disease(s). The University may ask the firms/vendors to produce (a) medical fitness certificate from the authorized Medical Officer and (b) character certificate from Police, for all persons engaged by the firms/vendors in performance of the License Deed.
- 28) That the firms/vendors shall be responsible for the work, behaviour and conduct of the workers engaged by it and if at any time, the work/behaviour of any such employed staff of the firms/vendors is found to be unsatisfactory, the firms/vendors shall be liable to remove such a person immediately when ordered to do so by the Competent Authority, whose decision in this regard shall be final and binding.
- 29) That the firms/vendors shall ensure that all the persons engaged by it are instructed/trained in food hygiene and food safety aspects along with personal hygiene requirements commensurate with their work activities, the nature of food, its handling, processing, preparation, packaging, storage, service and distribution.
- 30) That the firms/vendors shall be responsible for strict compliance with all applicable laws, rules and regulations relating to P.F. Act, ESI Act, Minimum Wages Act, Workmen Compensation Act, Contract Labour Act and such other Acts or laws, regulations passed by Central, State and Local government authority or agency in respect of its employees/workforce engaged for operationalization of the business in the licensed shop(s). However, in the event, the University being made liable for any expenditure or otherwise on this account, the same shall be recoverable by the University from the firms/vendors.

- 31) That the firms/vendors shall obtain adequate insurance policy in respect of his workmen engaged by it towards meeting the liability of compensation arising out of injury/disablement at work place.
- 32) That the firms/vendors shall only be liable/responsible in case of any accident causing injury/death to worker or any of the staff engaged by the firms/vendors.
- 33) That in case the firms/vendors commit any violation or breach of any conditions including timely payment of license fee/legal or contractual obligations/covenants of the License Deed, it shall be lawful for the University to revoke/terminate the license and call upon the firms/vendors to surrender the allotted shop(s) and to remove their belongings forthwith.
- 34) That in the event of revocation/termination of the License Deed, the firms/vendors agree that they shall have no claim of any nature/kind against the University. The firms/vendors shall remove their belongings without any let and hindrances on the day the period of License Deed ends or it is revoked/terminated. The firms/vendors shall also have a right to put an end to the License Deed by serving three (03) months prior notice in writing, if it does not want to continue with the arrangement.
- 35) That on the revocation/termination of the License Deed, the University shall have a right to re-enter and assume exclusive and absolute possession of the allotted shops(s) at once and deal with it in such a manner as it may deem fit and may even sell or put to auction the goods left on the said shop(s) or forfeited therefrom. The University shall be entitled to appropriate, out of the process of such sale, the money due to the University from the firms/vendors on any account whatsoever.
- 36) That notwithstanding to any provisions of the License Deed, if the firms/vendors violates any norms, rules or acts in any way prejudicial to the interests of the University or to its environment, the License Deed shall stand cancelled without assigning any reason to the firms/vendors by the University. In case of cancellation of the License Deed, the firms/vendors shall forfeit the Security Deposit and all such decisions shall be final and binding on the firms/vendors.
- 37) That in the event of any doubt or dispute arising between the University and the firms/vendors hereto in respect of or touching of these presents or for determination of their or any of their duties, rights, claims, obligations or liabilities during the continuance of the License Deed or thereafter, the same shall be referred to the arbitration by sole Arbitrator to be appointed by the Hon'ble Vice Chancellor of the SMVDU. The arbitration would be conducted and governed by and under the provisions of J&K Arbitration & Conciliation Act, 1997. Any legal dispute shall be subject to the jurisdiction of Jammu District Courts only and no other Court shall have the jurisdiction.

**Sd/-
Registrar**