



## **EXPRESSION OF INTEREST (EoI)**

**(Ref No.: IISER K/COE/EoI/2022-23/870A, Date: 12.09.2022)**

**for**

**Running shop outlets/ commercial establishments**

## **INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH KOLKATA**

**An autonomous Institute established by  
(Ministry of Human Resource Development, Government of India)**

**Mohanpur - 741 246, West Bengal, India**

Indian Institute of Science Education and Research Kolkata, a premier education and research Institute is contemplating to provide space for commercial activities in its permanent campus at Mohanpur, Nadia. Sealed Expression of Interest (EoI) is invited from professional agencies for running and operation of the following shop outlets/commercial establishments. The intending firms with proven track record of running and maintaining similar type of business in a large reputed institution are preferred. The EoI document can be downloaded from the Institute website at URL link: <https://www.iiserkol.ac.in/web/en/>.

**Last date of application submission: 28.09.2022**

Description of the commercial establishment to be opened at the designated space:

<b>Sl. No.</b>	<b>Type of commercial establishments</b>	<b>Location</b>	<b>Area (Sq. Ft.) (approximate)</b>	<b>Monthly License Fees/Sq. Ft. (Rs.)</b>
1	Food Outlet (Both Veg and Non-Veg)	NKN Building	150	18
2	Food Outlet (Both Veg and Non-Veg)	New Food Court opp. To NKN building	300	15
3	Ice-Cream/Fruit/Juice outlet	Mess Entrance Area	100	15
4	Bakery Shop - 1	Hostel Basement	102	15
5	Bakery Shop - 2	Hostel Basement	101	15
6	Photocopy shop	Hostel Basement	132	15
7	Saloon for male	Hostel Basement	104	15
8	Night canteen in Nivedita Hall	LH4/Nivedita Canteen	500	15
9	Night Canteen	RC, DPS ground floor cafeteria,	300	18

*\*\*\* N.B.: Area of the shop given above is an approximate figure. The same may increase/decrease on actual measurement taken before signing the License agreement.*

## **Section-A**

1. **Scope:** Indian Institute of Science Education and Research (IISER) Kolkata (hereinafter referred to as the “Institute”), an educational Institute of National Importance, invites EoI(s) for appointment of Licensee for licence of different shops (as mentioned above) for the fraternity of IISER Kolkata in permanent campus at Mohanpur, Nadia – 741246, West Bengal, India. The firm/agency shall have to provide the required service business which includes a detailed food business to the Institute, and the items should be available all the time at a reasonable or fixed price, best quality and right quantity.
2. **Eligibility Criteria:** All the agencies / shopkeepers must fulfil the following eligibility criteria and submit the documents and the declarations (duly self-attested) in support of their claim along with the EoI document. The applications those are not meeting the eligibility criteria stated below and not accompanied with the requisite documents/EMD shall be treated as incomplete hence be rejected.
  - a. The applicant shall have requisite Trade License, Food license (for running food business only) issued by FSSAI or any other Competent Authority as applicable time to time etc.
  - b. The applicant should not be black listed/debarred by the Institute or any other Govt. Organization or agency for a period of one year from the last date of submission of EoI. An affidavit to that effect on Non-Judicial stamp paper of Rs.10/- duly notarized must be enclosed with the application in prescribed format. The pro-forma of the affidavit is attached with the application as Annexure – IV.
  - c. The agency/firm/applicant is required to submit a self-attested copy of PAN/TAN/TIN /GSTINcertificates wherever applicable.
  - d. It is desirable that the applicant has a business based in West Bengal or anywhere in India with a business office/outlet in West Bengal.
  - e. If applicable, the applicant shall submit details of experience in running a similar shop or related field at least for a period of minimum one year before the last date of EoI submission.
  - f. *The agency interested in food business should submit a detailed report including the complete menu with specifications (price specifications for food items) and weights.*

### **3. Evaluation process:**

The applications will be evaluated based on technical aspects such as experience, particularly in the Government organizations, necessary licence (Business and/or food) etc. The applicants will be called for physical meeting to judge their competencies further.

### **4. Amendment of EoI Document**

At any time prior to the deadline for submission of proposals, Institute may for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant modify the EoI document by issuing an addendum/corrigendum according to its own discretion without assigning any reasons to that effect. Any Addendum/corrigendum thus issued shall become a part of the EoI document and will also be posted on the website of the Institute. To provide reasonable time to the prospective applicants to take an addendum into account while preparing their proposals, the deadline for submission of proposals may be extended, at the discretion of the Committee without assigning any reasons to that effect, if required.

- Price Revision: This will be done by the monitoring committee by negotiation.

## **Section-B**

### **Fees:**

1. The applicant shall be required to submit an amount of Rs.500/- (Rupees Five Hundred only) as application fee along with the application. Which is non refundable and to be submitted by the way of online bank transfer only. Institute bank details is given below for making the payment:

<b>Account Number:</b>	089301000011530
<b>IFS Code :</b>	IOBA0000893
<b>Account Name:</b>	IISER KOLKATA
<b>Type of Account :</b>	Savings
<b>Bank Name :</b>	Indian Overseas Bank, Salt Lake
<b>Branch Address :</b>	Block EA, Sector -1, Salt Lake City Kolkata - 700064

2. Kindly attach a copy of successful payment transaction along with the application
3. Institute reserves the right to reject any one or all the applications received without assigning any reason. No correspondence in respect to the decisions arrived by the Competent Committee will be entertained.

**Last date of application submission: 28.09.2022**

## **Section-C**

### **1. Allotment of Contract**

As per the recommendations of the Committee, the contract will be awarded to the prospective agencies. The selected agency shall have to enter into a Licence agreement for running the shop within 15 days from the date of issue of allotment letter.

### **2. Term/Period of License**

The period of License for running the shops will be of 11 (Eleven) months and may be extended on every 11 (Eleven) months interval up to 5 times on the basis of satisfactory service performance and thereafter the said licence shall ifso facto revoked without assigning any reasons .

- a. The license fee shall be increased by certain percentage of the last paid monthly License fee amount after every 11 months interval or as deemed fit and decided by the Institute during the subsistence of the License..
- b. The allottee shall enter into deed of license for 11 months or as the case may be and commence the business within seven (7) days from the date of receipt of allotment letter or within fifteen (15) days from the date of issue of allotment letter, whichever is earlier on non-judicial stamp paper worth Rs.100/-, which has to be produced by the allottee.
- c. **Payment of License Fee:** The licensee shall have to pay the monthly license fee in advance of every English Calendar month. In case of non payment of continuous two months license fee by the Licensee, the said licence may be ifso facto revoked and the security deposit will also be forfeited by the Institute without assigning any reasons thereof.
- e. **Non Exclusive Clauses:** The allotment of shops shall be on “NON EXCLUSIVE BASIS” i.e. the Institute shall have right to grant license to more than one licensee to do same business in the same Premises.

### **4. Security Deposit/Performance Guarantee**

- a. The selected agency shall have to deposit an amount (as decided by the Institute after final selection) as Security Deposit in the form of Demand Draft drawn in favour of “Registrar, IISER Kolkata, and three months advance license fee within 15 days from the date of allotment order.
- b. The security deposit shall not carry any interest.
- c. The Security deposit is refundable only after completion of license period after deducting assessed amount of damages if any caused by the Licensee during the subsistence of the License.
- d. Security deposit will not be adjusted towards the license fee payable by the licensee during the license period.
- e. The security deposit of licensee of shop shall be refunded only after removal/dismantling additional structures, constructed by them for their use, if any.
- f. In case the licensees vacate the premises without dismantling /removing the additional structures the cost of dismantling /removing the additional structures shall be adjusted out of the security deposit and the balance shall be refunded.

- 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.

## **5. Termination of Contract**

1. Termination of License duly forfeiting the Security Deposit in the event of:
  - a. The licensor is at liberty to terminate the license with prior two months notice, without assigning any reasons.
  - b. That in case the licensee is not at all interested to continue the License then he/she shall give (3) three months advance notice to the Institute for termination of license.
  - c. The licensee defaults in payment of license fee for two months consecutively or three times in calendar year, the license may be terminated and the security deposit will be forfeited.
  - d. The licensee fails to do the business in the stall for a period of (90) Ninety day (for which the license is granted) for what so ever reasons, non-payment of Security Deposit and enter into an agreement in the stipulated period then in that event the License shall be cancelled without assigning any reasons.
2. The licensor shall have the right to terminate the license (contract) if in his opinion the quality of goods/services sold is not up to the standard/satisfactory besides forfeiting the security deposit.

## **Section-D**

### **1. Specific Terms and Conditions**

- a. Product Pricing: The items permitted to sell in the shops, shall not higher than the rates prevailing in the local market or shall not exceed MRP as the case may be and shall run the business in accordance with laws. Committee of the Institute may verify the price of the selling items time to time. In case of any discrimination, penalty may be imposed and administrative action can be taken.
- b. License will be extended only after reviewing by the Competent Authority of the Institute.
- c. The area of the allotted shop will be approx. 100 square feet (may increase or decrease). The license fee will be calculated based on exact area allocated for the shop by the Institute.
- d. Electricity & Water Charges: The Electricity Charges shall be paid as per the sub meter reading and as per the tariff or as decided by the Institute in accordance with the instructions issued from time to time. In case water is provided to licensee, water charges shall be paid by the licensee regularly, as fixed by the Institute. The sub meters should be procured at the cost of the licensee.
- e. Old/stale/expired items (i.e. beyond expiry date) should not be kept in the shop.
- g. Reputed brands with international &/multi-city presence will be preferred.
- h. The Institute will have the right to see the quality, market price, and reasonability of the items.
- i. 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.

- j. Encouraged to install swiping machines for convenience in payments for the goods delivered. k. No subletting of work will be allowed at any stage.

## **2. General Terms and Conditions**

- i. The applicant shall have to submit the application form only for the business mentioned against such shop and for any multiple businesses, there should be separate application form and separate sealed cover to be submitted. No combined quotation for multiple businesses should be submitted and for any deviation, the application will be rejected.
- ii. The successful applicant 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 paid will be forfeited besides cancelling the license.
- iii. The allocated space to the shopkeeper can be relocated as per the requirement of the Institute.
- iv. **Change of Nature of Business:** The licensee has to do the same business which is mentioned in the 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.
- v. In the event of death of licensee, the license shall come to an end. However, the licensor may permit the any one of the Legal Heir of the deceased 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 upon an application made by any one of the heir along with no objection of the other legal heirs of the said deceased Licensee. (Legal heirs of the deceased Licensee shall keep in mind that the License is not heritable or transferable prayer )
- vi. The shop or premises will be given “as is where is condition” to the successful licensee. Any modifications, changes, alterations, repairs, if any required shall be undertaken by the licensee at his own cost with the prior permission of the Institute concerned and as per the drawings approved by the Institute.
- vii. **Confinement to the Area of Shops**
  - a. The licensee has to perform the business by confining to the extent of shops, allotted as mentioned in the EoI notification or as recorded in the deed of license. There should not be any encroachment of platforms, area of other shop by licensee, under any circumstances.
  - b. 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.
  - c. Bio waste management should be in a proper way. The premises and surroundings of the shop shall be kept clean and tidy condition by keeping dustbins at appropriate places and are subject to inspection by the officials of the licensor or any appellate authorities. Non compliance will attract imposing of penalty up to Rs.1000/- on each occasion. Plastic Bags will be totally prohibited inside the campus.
  - d. A “Suggestions & Complaints” book at his establishment which shall be made available to the public on demand immediately. Any suggestions or complaints are made by the public; it is the responsibility of the licensee to bring it to the notice of the licensor. The said book shall be produced to inspecting officials. The “Suggestions & Complaints” recorded in the suggestions & complaints

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

- e. The licensee has to undertake white washing / painting of the shop premises once in a year at his own cost.
- 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 licensor at 17.00 hrs. on the last day of contract.
- g. In the event of the Licensee fails to deliver vacant possession of the shop/premises to the licensor, the licensor shall have right to take possession of the premises by putting his own lock and key to the said premises. 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.
- h. Licensee shall ensure that fire detection and suppression measures installed inside the premises are kept in good working condition at all times, and also ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires.

viii. **Taxes:**

The licensee shall pay all the taxes to his /her businesses which are levied by the Central Government and the State Government from time to time. The Institute is not liable for the penalties against non-payment of these taxes or default therein. Any default, non-payment of taxes to statutory authorities will cause termination of license and vacation of premises.

- ix. All the above terms and conditions will form part of agreement. The licensee will have to be bounded by these conditions in addition to any other conditions prescribed by the Institute.
- x. All notices, consents, sanctions directions and approval referred to in this agreement or otherwise shall be given by the licensor to the licensee in writing.
- xi. 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.
- xiii. Failure to deliver vacant possession by the Licensee to the licensor shall entitle the Licensor to forfeit the Security deposit and shall pay damages @ Rs.2000/- per diem.
- xiv. In the event of any damages caused to the shop premises or property of the Licensor by the Licensee or his representatives, agents or servants during the subsistence of licensee period, the licensee shall make good to the Licensor shall have right to recover the said sum from theLicensee.
- xv. No accommodation shall be provided to shopkeeper or their employee in the campus. Likewise, no person related to shop, will be allowed to stay in the campus after closing of shop.
- xvi. During the agreement period, the licensor is at liberty to alter /modify /add/delete in the condition(s) of the agreement in the interest of the Institute.

xvii. **Prohibitions:**

- a. No shopkeeper should sell any prohibited items by the Institute or by the Government or any enforcing agencies such as cigarettes, gutka, pan masala, intoxicants, liquor, prohibited drugs etc. They shall adhere to the code of the conduct laid down by the Institute from time to time. The licence



agreement can be terminated at any point of time without assigning any reasons including violation of contractual obligations.

- b. **Use of polythene and colours in food items:** All the shopkeepers shall submit an undertaking for not using the polythene covers which are banned by the State / Central Governments or any other agency. In all the foods and beverages or preparations no chemicals or colours be used which are harmful to public health.
  - c. No child labourer shall be employed for servicing as per law.
  - d. The licensee shall not exhibit or permit any advertisement in the shop, except the same and style of his/her business, and the cutout/poster/hording should not be obscene. In case of misbehaviour, assault on person / employees Institute, any act or comment tarnishing the image of Institute by the licensee or his representative /workers lead to impose penalty or termination of contract duly forfeiting the Security Deposit amount.
  - e. **Sub Shops/Outlets:** Permission shall not be accorded to any licensee to open subshop/Outlets under any circumstances for whatsoever reasons.
- xviii. The operation of the shop's timings shall be as directions of the Institute.
- xix. Institute reserves the right to accept or reject the application for any shop or shops at the sole discretion of the Institute without assigning any reasons thereof.

### 3. **Penalty Provision**

- 3.1 In the opinion of the licensor, if the licensee fails to execute the license for the terms mutually agreed and enter in the agreement/contract between the licensor and the licensee to satisfaction of the licensor, the Institute (licensor) has the right to take the following actions.
- 3.2 Imposition of fine for breach of contract by authorized officer of the Institute.
- 3.3 Forfeiture of Security Deposit either partly or fully.
- 3.4 Termination of license by giving two month's notice.
- 3.5 Termination of contract with or without giving the above due notice and also simultaneous forfeiture of security deposit.
- 3.6 In the event of any statutory authorities imposes any punishment or fines etc., and if the Institute is made a party in such penal action the Institute has got the authority to keep security deposit etc., with it until it is proved to the satisfaction of the Institute that such penal actions are ceased. Such penal actions may be a reason for termination of contract.

#### **4. Dispute Redressal & Applicable Laws**

- 4.1 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.
- 4.2 The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings/processing. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Kalyani/Kolkata, West Bengal, India only.
- 4.3 The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act 1996 and the venue of arbitration shall be at West Bengal. The decision of the Arbitrator shall be final and binding on both the parties.
- 4.4 **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.

# Indian Institute of Science Education and Research Kolkata

(An autonomous Institute established by Ministry of Human Resource Development , Government of India)

Mohanpur - 741 246, West Bengal, India

## ANNEXURE I

All daily use of items should be available all the time at a reasonable price, best quality and right quantity, and reputed brands with international and/or multi-city presence etc. In addition to that the below given items must be available at reasonable price:

<b>Food Outlet</b> (new food court opposite to NKN building)
<b>Name of the Item</b>
Tea
Coffee
South Indian cuisine
North Indian cuisine
Mughlai cuisine
Soup
Sweets
Ice cream
Cold drinks

<b>Food Outlet ( NKN building )</b>
<b>Name of the Item</b>
Roti/poori/luchi
Rice
Jhury aloo bhaja
Chicken
Fish
Egg curry
Seasonal veg
One paneer Item
Mishti
Dahi

<b>Ice-Cream/Fruit/Juice outlet (Hostel basement)</b>
<b>Name of the Item</b>
Ice-Cream
Fruits
Lime Soda
Juices
Lassi

<b>Night canteen (LH4/Nivedita Hall/ RC, DPS ground floor cafeteria)</b>
<b>Name of the Item</b>
Veg Momos/ Chicken Momos
Parantha(Aloo/paneer)
Maggi
Soup
Ghoogni/aloo dum– Roti
Tea
Coffee
Sandwich
Chowmein
Bread butter/ Bread omelette

<b>Bakery Shop – 1 &amp; 2 (Hostel Basement)</b>
<b>Name of the Item</b>
Veg Sandwich
Non-Veg Sandwich
Patties
Cakes
Tea
Coffee

<b>Photocopy shop (Hostel Basement)</b>
<b>Name of the services</b>
Photocopy
Printing (Color, Black & White)
Lamination
Binding

**Guidelines:** Photocopy shop

- 1) Bills have to be provided to every customer.
- 2) As far as possible all the material to be sold be packed and of standard and reputed brand.
- 3) 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.
- 4) Encouraged to install digital payment system for convenience in payments for the goods delivered.
- 5) Institute will not be responsible for the credit extended under any circumstances.
- 6) Schemes allowed by companies to be passed on to the community.
- 7) Not allowed to hold promotional events or stalls for introducing new products outside the shop. If possible the same may be held within the shop with prior permission. Not allowed to sell any outer space of the shop for advertising by way of paintings, posters etc.
- 8) 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.
- 9) Supermarket kind of accessibility will be advantageous to the customers.

# Indian Institute of Science Education and Research Kolkata

(An autonomous Institute established by Ministry of Education , Government of India)

Mohanpur - 741 246, West Bengal, India

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ANNEXURE II

## Application Form

For .....

To

**The Registrar  
IISER Kolkata  
Mohanpur, Nadia – 741246  
West Bengal, India**

Dear Sir

This is in reference to EoI Notification No. \_\_\_\_\_, dated \_\_\_\_\_ regarding allotment of shop area at IISER Kolkata located at Mohanpur, Nadia – 741246, West Bengal, India. I, hereby submit application in the prescribed format. I have read all the *Terms and Conditions* supplied along with the application form thoroughly and understood the full content. Further, I hereby agree to abide by the Terms and Conditions stipulated by the IISER Kolkata from time to time during the operation of my business on awarding the License for the same.

Yours faithfully

Signature of the Applicant

Full Name: \_\_\_\_\_

Permanent Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Mobile PhoneNo: \_\_\_\_\_

# Indian Institute of Science Education and Research Kolkata

(An autonomous Institute established by Ministry of Education , Government of India)

Mohanpur - 741 246, West Bengal, India

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ANNEXURE III

## Applicant Information Sheet

1. Name of the Applicant: \_\_\_\_\_

2. Nature of Current Business : \_\_\_\_\_

3. Age of the Applicant : \_\_\_\_\_

4. Details of application fee:

Payment reference no.: \_\_\_\_\_

Date of Payment: \_\_\_\_\_

Payment Bank name: \_\_\_\_\_

5. Full Address of Applicant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Pan Card No. : \_\_\_\_\_

**Signature of the Applicant**

## ANNEXURE IV

### DECLARATION REGARDING BLACKLISTING/DEBARRING FOR TAKING PART IN EoI

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

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 in India.

Or

In case the above information found false I/we are fully aware that the contract will be rejected/cancelled by the Competent Authority of IISER Kolkata and security deposit shall be forfeited.

In addition to the above IISER Kolkata will not be responsible to pay the bills for any completed/partially completed work.

DEPONENT

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Attested:**

(Public Notary / Executive Magistrate)

