



Central University of Rajasthan

N.H-8, Bandarsindri, Tehsil- Kishangarh, District-Ajmer

NIT No. CURAJ/R/F117/2020/4277

Dated 10.01.2020

GENERAL TERMS & CONDITIONS FOR LEASING OF SHOP NO. 08 IN SHOPPING COMPLEX, AT CENTRAL UNIVERSITY OF RAJASTHAN

Sealed Bids are invited from reputed Service providers/ firms for leasing out of shop No. 08 in the Shopping Complex, Central University of Rajasthan Campus. The proposals shall reach the Administration Building, Central University of Rajasthan, NH-08, Bandarsindri, District Ajmer, latest by 30.01.2020 at 02.00 PM and will be opened at 03.00 P.M on 30.01.2020 in the presence of the proposers or their authorized representatives who may like to be present. The Tender document is available on the University website www.curaj.ac.in and Government of India portal www.eprocure.gov.in and can be downloaded free of cost.

1. The Bids should be submitted in Two bid system, each of which is to be submitted in separate envelopes. One envelop should contain Technical Bid: with signed tender document on each page as a token of acceptance of tender terms & conditions, required EMD (as per intending shops) in the form of Demand Draft, Part I, Part II and Annexure I of the Tender document alongwith other relevant documents. Other Envelop should contain the Price bid in Part III. Both the envelop should be kept in one big envelop marked with Tender Reference No., Name of Service and Date of opening of Tender. Once submitted, withdrawal of bids is not permitted and shall result in forfeiture of EMD.
2. The bidder should fulfill the criteria of satisfactory execution similar works for atleast 3 years during the last 5 years.
3. The Price Bid should contain only the duly filled in Part III of the Tender. The bidder should quote the maximum monthly licence fee he intends to pay for the intended shop (s). The highest licence fee offering bidder from amongst the Technical qualified bidders and fulfilling all the tender terms and conditions, shall be qualified for leasing of shop (s).
4. The bids shall be valid for a period of 90 days atleast, from the date of submission of bids.
5. The proposal should be filled in neatly. Over-writing and erasing shall make the proposal liable to be rejected. Every cutting must be initialed by the Proposer.
6. Before participating in the tendering process each intending bidder shall affix signature with date on each page of the tender document, as a token of acceptance of the tender terms & condition The name of persons, firm/ company and full postal address should be furnished. All correspondence made by the Bidder to this furnished address shall be considered as correctly delivered notwithstanding any change in postal address, shall have to be intimated to the Registrar, Central University of Rajasthan.

7. Person intending to participate in the Bid shall have to pay the specified EMD through Demand Draft drawn in favour of Central University of Rajasthan payable at Bandarsindri.
8. Interested bidders can visit the site in our Campus on any working day. In case of any further clarification, the bidders may contact Registrar, Central University of Rajasthan, NH-8, Bandarsindri, Tehsil Kishangarh Dist Ajmer Rajasthan.
9. Late or incomplete bids will be summarily rejected or in case the bid is not submitted with the appropriate documents, the same shall be summarily rejected.
10. The University reserves the right to cancel/reject any or all offers without assigning any reason whatsoever.
11. Technical bids without EMD shall be summarily rejected. Central University of Rajasthan or any other officer duly authorized by him shall have the right to withdraw any shop or shops from being leased out. He may accept or reject any bid/offer or may stop any bidder at any stage from bidding without assigning any reason thereof. No appeal against above action by the University shall be entertained. The Shop Allotment Committee shall conduct the Bid of any shop/shops in the following manner:-

- a) The EMD of unsuccessful bidder will be returned and EMD of the successful bidder shall be retained and adjusted at the time of final payment made by the bidder towards security deposit. No interest on EMD and Security Deposit will be paid to the allottee. Security Deposit will be 6 months of the approved license fee. No bidder shall be permitted to retract the bid. In the event of dispute between the bidder, the dispute shall be decided by Registrar, Central University of Rajasthan. His decision in this respect shall be final and binding on all persons offering bids at the auction. The bids offered in any other manner except hereto before mentioned shall not be considered.
- b) The shops shall be allotted through Bid only and to the highest offer for License fee by technically qualified bidder only.
- c) Participant of Bid may offer his highest monthly license fee for particular shop he/she willing to keep on lease. Participant can apply for each shop, but one person can get only one shop. The detailed "Shop Allotment Rules and Guidelines 2017" is attached as Annexure-I to this tender.
- d) The details of the shop no. 08, presently offered for BID in Central University of Rajasthan Shopping Complex is given below. Any price quoted below the minimum monthly license fee, the Bid shall be rejected:

Shop No.	Amenity	Area of each Shop (in Sq. ft.)	License fee per Sq. Ft.	Minimum License Fee per Month	EMD
8	Multi-Utility Items	183	17	3111	18000

The details of items/ services to be offered in the shop are as under:

- (i) Mobile & Computer accessories- at Printed rate
- (ii) Sports Items- at Printed rate
- (iii) Competitive & Text Books and Daily Newspaper- at Printed rate

The above items/ Services are non-exhaustive and may be increased/ decreased as per decision of the University.

- e) The allotment of shop to the eligible and successful bidder shall be given on full payment of amount of Security deposit and EMD to Central University of Rajasthan and on

execution of agreement/lease deed on non-judicial stamp paper of Rs. 100/- (Rs. One hundred only) in prescribed format. The cost of stamp paper and other incidental charges shall have to be borne by the successful bidder/allottee.

12. The service charge or any other charges/taxes (if any) as applicable from time to time shall have to be paid by the allottee/s separately. Such Service Charges/ any other charges/ taxes shall be collected by Central University of Rajasthan from the allottee/s along with the license fee and in turn shall pay to the concerned authority. GST and other statutory levies will be applicable. The period of allotment shop will be as per Shop Allotment Rules and Guidelines 2017 at Annexure-I.
13. The items/ service with the rates shall generally be remain fixed as per print rate of the items. However, the University reserves the right to change with prior intimation to the shop allottee. The shop allottee shall display the approved rates for items/ services prominently in the shop. Receipt shall be provided to all customers for every item sold whether the same is demanded by customer or not.
14. The items/ services and rates may be changed by the University as per the quantity, quality of items/ services. Any change in rates, timing and any additional item to be included in the approved list shall require the permission of the University. Only such articles shall be offered for sale, which are particularly approved by the University for the shop. The University may by order in writing to prohibit the sale of the articles, which are in contravention of the instructions.
15. The shop holder/allottee or his/her representative is restrained to make any change in electrical wiring, fittings etc. without prior permission of the University. The shop holder/allottee or his/her representative shall not make any structural changes in the shop allotted to him/her under any circumstances. If at any time it is found that the structural changes have been made which directly or indirectly is effecting the stability of the building, the said deed shall be cancelled immediately and the shop holder/allottee will be prosecuted and the shop impounded with risk and cost of the defaulter shop holder/ allottee concerned. The details are enumerated in Shop Allotment Rules and Guidelines 2017 at Annexure-I.
16. The shop holder/allottee shall have to pay the electricity bill as per actual meter reading and rate fixed by the Central University of Rajasthan and water charges at a flat rate of Rs.100 per month.
17. However, in case of telephone connections, charges on account of fire safety, insurance cover and security of article within the shop and any other charges, the same shall be made and arranged on his/her own, by the allottee/shop holder. The Central University of Rajasthan will not be responsible for any kind of such payment under any circumstances. The shop holder/allottee shall be solely responsible for discontinuation of any such service due to nonpayment of bills etc, without any liability on Central University of Rajasthan.
18. The shop holder/allottee shall not utilize any additional common space other than the allotted area of shop. The encroachment in service passage, staircase area and other open space shall not be allowed and will attract penalty, in terms of Shop Allotment Rules and Guidelines 2017 at Annexure-I.

19. The lease period will be for a period of one year from the date of allotment unless terminated earlier by the University for violation of any of the terms and conditions of the Lease/Agreement or unsatisfactory services as per University expectations. The lease period may be extended further as per the terms and conditions stipulated in Shop Allotment Rules and Guidelines 2017, at Annexure-I.
20. The ownership of the shop and its legal possession will remain with Central University of Rajasthan. The allottee will have the right to use the shop during the license period for the approved purpose only.
21. The shop allottee shall not transfer, sublet or assign any part of his interest in this agreement and that the (period of this) agreement shall also be liable to be terminated by death or insolvency of the shop allottee before expiry of the agreement. In case the Licensee is found to sublet the shop his/her lease will be cancelled immediately.
22. The shop shall remain open for seven days a week and during the time as decided by the University. Any closure must be done with approval of competent authority of the University and proper prior notification among the residents of the campus, Central University of Rajasthan community.
23. If the shop remains closed for more than 7 days without proper permission, it will be presumed to have been closed down. As such, the fresh proposals will be invited for the shop and the loss will be recovered from the first Licensee till that is taken over by the second Licensee.
24. The University will not be responsible for the payment of any bill due against any member of the Staff, employee and students etc. A notice to that effect shall be prominently displayed on the shop premises.
25. During the period of lease, if the shop is required by the University, the lease can be cancelled and the allottee shall have to vacate the shop within the time specified in the Shop Allotment Rules and Guidelines 2017, at Annexure-I. In case of such an eventuality, no compensation except proportionate lease amount for the unexpired period of lease shall be returned.
26. The shop shall be allotted as is where basis is. The allottee has to arrange all necessary equipments, utensils, dustbins etc. for running the shop at his own level. Allottee shall arrange his/her own furniture, temporary partition, installations, shelves, etc. inside the Shop.
27. The shop allottee and his staff shall make their own residential arrangements outside the University campus.
28. If in the opinion of the University, the performance of any person deployed is not satisfactory or his/ her behavior/ discipline is not conducive to retain them for work, he/ she should be replaced immediately.
29. The shop allottee or any of his staff should be polite and well behaved with the students, staff, visitors etc. If it is found contrary, the agreement can be terminated without any notice.

30. The University shall be entitled to recover any outstanding dues including penalty/fine, installment and other due from security deposit of the Licensee.
31. The Licensees will not be allowed to open the facility of the shop to the outsiders. The shops are solely meant for use by the Residents, Students, Visitors and Staffs of the University.
32. The Shop will be on Non-Exclusive basis and more than one shop of the same kind can be opened by Competent Authority in the same premises or in other premises of the University initially or subsequently. The allottee shall not be entitled to raise any objection or claim for any deduction in license period, license fee and security money in case some other shop is constructed in the University campus or in case there comes in existence any authorized shop. The Licensee shall equip the shop for running the business to the satisfaction of the University authority and shall display the articles in presentable manner.
33. The items shall be sold in the shop as decided by the Shop Allotment Committee from time to time.
34. Articles/ Services required/sold shall be of the best available quality, reliable and economical. The approved articles/ items sold/ stored for sale in the shop shall be of good quality, if anything sub-standard quality found Competent Authority or any other officer authorized by him on his behalf may seize the whole stock or part thereof and order the destruction there of.
35. To regulate price and quality, regular monitoring and supervision shall be made any time by the committee constituted by the competent authority.
36. The sample of the articles can be collected at any time by the constituted committee or its representative and if found substandard, appropriate punishment including cancellation of license can be imposed.
37. The Licensee shall keep a Complaint Book which shall be made available on counters to the Customers and authorized Officer(s) of the University shall have the right to see all these Complaint Books as and when required.
38. In case of any default, complaint or deterioration of requisite quality of items, the Licensee shall be liable to pay reasonable penalty levied by the University and shall deposit the penal amount as per direction of the University.
39. Over charging of rates is strictly prohibited. In case of default, his license will be cancelled.
40. The sale, storage or stock, deposit of Narcotics, tobacco, alcohol and other contraband & dangerous goods/materials in any form is strictly prohibited in the shop. Further, Smoking and consumption of Alcohol/intoxicants in the premises are strictly prohibited.
41. The allottee/shop owner shall maintain the premises in good condition and keep it clean and tidy always.
42. The waste must be disposed of and 100% cleared before closing of each business day and cleared at sufficient intervals during the day. The firm shall maintain neat and cleanliness of the premises at all times.

43. In case of any loss or damage to the Customers due to him/her employees negligence, the Licensee shall be responsible to make good the loss to the customer.
44. No child labour shall be employed by the licensee in any case. Full details of the employed person will be maintained by the allottee/shop holder and will be provided to competent authority as and when demanded.
45. The allottee/shop owner will not appoint any employee without proper police identification/verification and shall supply the list of his workers deployed by him who shall be equally responsible to receive any orders/information issued from this office rather they shall be treated as like licensee in this regard. The allottee/shop owner shall be fully responsible for good conduct and character of his/her employee(s) and employees shall be properly dressed and ensure that the dress is neat & clean at all times.
46. The allottee/shop owner shall be responsible for the repair of shop required, if any, during the lease period.
47. The allottee/shop owner shall not dump any empty packing, baskets or any material on the roof or in the open space outside the premises not allotted to him and shall be responsible to maintain all reasonable standard of cleanliness and hygiene in the shop & the surrounding areas and disposal of garbage, in default a fine up to Rs. 1000/- can be imposed on the licensee by the Competent Authority.
48. On cancellation of lease, the shop shall be vacated by the allottee/shop owner immediately from the date of issue of notice in writing by the University. The University shall take immediate possession of the shop and make alternative arrangements to run the same immediately. If any material or fitting belonging to him/her are not removed by him immediately as directed by the University, these will become the property of the University.
49. The allottee/shop owner shall be responsible to make all arrangements to ensure with regard to the safe custody. The University shall not be responsible for any damage, loss or theft in shop, if any.
50. The allottee/shop owner shall not raise any legal dispute in the court of law and if there is a dispute the matter will be referred to an Arbitrator who would be the Registrar, Central University of Rajasthan or will be appointed by him and his decision shall be final and binding.
51. The decision of Honorable Vice Chancellor, Central University of Rajasthan in regard to interpretation of the terms and conditions shall be final and binding and shall not be called in question in any proceedings before any court or forum.
52. All disputes arising out during the license period shall be subject to the jurisdiction of Jaipur/ Ajmer only.
53. All other terms & conditions, rules and regulations are mentioned in Shop Allotment Rules and Guidelines 2017 at Annexure-I.

54. Additional specific condition may be imposed by the University whenever considered necessary and appropriate. The same shall be intimated to the firm in due course.
55. The allottee/shop holder shall strictly observe and follow all the orders and instructions issued by the University from time to time. In case of non-compliance of orders and breach of any of the terms and conditions of Lease Agreement, the lease/allotment can be cancelled by the University without assigning any reason and security amount will stand forfeited.
56. The allottee shall ensure to comply with all statutory legal obligations of the Government and shall strictly abide by all Government rules, regulations, orders issued from time to time.
57. The shop allottee shall not be an employee or a close relative (including Father, mother, son, daughter and siblings) of any employee of the University.
58. The shop allottee shall not use poly bags/ single use plastic to have a plastic free and environmental friendly campus. Use of plastic will be as per guidelines of the Government of India.

PART I
TECHNICAL BID

1. Applicant :- _____

2. Full Name :- _____

3. Address & Contact No.:-

4. PAN Card No. (copy to be attached) : _____

5. Bank Details for NEFT:

a) Account Number : _____

b) Branch Name : _____

c) IFSC/ MICR code : _____

1. Address Proof No. (copy to be attached) : _____

2. Proof of the Registration of Shop/ Firm :

3. Satisfactory execution of similar works for
atleast 3 years during the last 5 years :

(Attested copies of award letters,
supply orders, agreement, experience certificates
and any other related document) : _____

4. Details of existing shop/ firm : _____

PART II

Ref: CURAJ/R/F.117/2020/ 4277

Dated: 10.01.2020

ACCEPTANCE BY THE TENDERER (To be submitted along with Technical Bid)

To,

The Registrar
Central University of Rajasthan
Bandarsindri, Ajmer 305817

I/We agree to have read and furnish/abide by **Notice Inviting Tender** and **TERMS & CONDITIONS** or such portions thereof as you may specify in the Acceptance of Tender at the prices given in the said schedule in accordance with the above condition and the General and special conditions governing the Contract enclosed here to on receipt of order for the same.

I/We agree to hold this offer open until 90 days and shall be bound by a communication of acceptance dispatched within the period specified above.

I/We agree to all the terms and conditions of the Tender. I agree that all the information given above are true to my knowledge any false information given therein shall render me disqualified and my contract may be terminated on account of that.

Sign of Tenderer
Address:

Station:
Date:

Telephone:
Fax:

Annexure- I

SHOP ALLOTMENT RULES AND GUIDELINES 2017

1. RULES AND REGULATIONS FOR ALLOTMENT OF SHOPS IN CENTRAL UNIVERSITY OF RAJASTHAN, CAMPUS

- a. All shops in CURAJ are to be allotted on license fee basis through open tender. The highest bidder in the open tender will be allotted the shops initially for a period of 12 months extendable for two more terms, each term will be of 12 months duration, based on satisfactory performance of the allottee.
- b. The contract of shops can also be extended to the same allottee beyond 3 years, for two more terms, for a period of 3 years each, at a time. All the allotments pertaining to shops will be made subject to an annual increase in the license fee @ 10% every year, on the license fee charged in the preceding year. The allotment of the shops to the same allottee can be renewed maximum upto 10 years subject to fulfillment of other prescribed terms and conditions of the contract and the tenure of license. However, the same allottee can participate in open tender after completion of ten years for further allotment.
- c. Only one shop is to be allotted to a family which would include self/ spouse, dependent father, mother, dependent son, daughter-in-law, unmarried daughter and that the member of same family would not be allowed to secure any subsequent allotment of shops through any other business transactions such as partnership or purchase etc.
- d. The allottee must produce an affidavit on a non-judicial stamp paper worth Rs. 100/- (to be procured at its own cost) giving the present as well as the permanent residential Address, recent passport size photograph(s) and self-attested copy of the PAN Card, along with the Bid. The allottee shall submit self-police verification certificate at the time of allotment of the shop.
- e. All allotments shall be made only on lease and license basis. However, before the occupation of the shops the allottee, after getting the allotment letter shall have to: -
 - (i) Pay the full amount of license fee for the full term of allotment in advance as indicated in the allotment letter.
 - (ii) Pay the license fee for a year in advance in case the shop is allotted for 3 years. The rest of license fee will be deposited in the beginning of the subsequent years on yearly basis. If the allottee fails to deposit balance license fee in the beginning of next consecutive years, the allotment may be cancelled and EMD and security deposit will be forfeited.
 - (iii) Security deposit as prescribed in rules will have to be deposited in advance before occupation.
 - (iv) Security deposit will be refunded on successful completion of the term of allotment, without any interest.
 - (v) Execute a lease and license deed in the prescribed Performa on stamped paper worth Rs 100/-.
- f. All formalities in respect of allotment of shop like signing inventory of fixtures (electrical and civil), etc. shall be completed by the allottee within 30 working days of allotment.
- g. All allottees have to arrange license (if required) on its own, to run the requisite shops and also to comply with the provisions of Child Labor (Prohibition and Regulation) Act, Shops and Establishment Act, Food Safety and Standards Act and any other statutory regulations as notified by Govt. from time to time.
- h. Sale of narcotics, alcohol, tobacco etc. is strictly prohibited in the shops.

i. Any breach in the terms and conditions of the contract between the University and allottee will provide an opportunity to the University to cancel the contract without assigning any reason whatsoever and forfeiting full or part of the EMD/Security as penalty.

2. RESRVATION FOR ALLOTMENT OF OUT-OF-TURN PRIORITY OR ON CONCESSIONAL BASIS AND LICENSE FEE FOR ALLOTMENT FOR SPECIAL REASONS:

- a) The Hon'ble Vice Chancellor may reserve upto 10 % of the total number of shops of different types for any specific purpose, as the Hon'ble Vice Chancellor may decide for out-of-turn allotment to the following categories of persons: -
- Female entrepreneurs.
 - Son, daughter or the spouse of an employee who was in occupation with the University prior to his/her retirement or death while in service or for any specific reason on recommendation of the Estate Section, as the case may be, the same may be considered for an out-of-turn allotment.

3. ALLOTMENT ORDERS AND EXECUTION OF LICENCE DEED:

The Estate Section or the Officer dealing with the work related to allotment of shops shall, after the approval of the Hon'ble Vice Chancellor, issue orders regarding allotment, mentioning the specific conditions, if any, stipulated in each case and execute / sign license deed for the allotted shops.

4. SHOPS COMMITTEE:

The shops committee as constituted by the Hon'ble Vice Chancellor, from time to time, will look after the day to day functioning of the shops, complaints and policy matters etc.

5. EMD, SECURITY DEPOSIT, LICENSE FEE AND OTHER CHARGES:

Every allottee of shops shall, in addition to payment of the prescribed license fee, will also be liable to pay local municipal service charges (if applicable), charges for consumption of electricity and water charges at actual and any other service provided to the allottee for the shop allotted to him or her for the buildings of which the allotted shop forms a part, and any other charges that the University may, from time to time prescribe. The allottee will also be responsible to pay the applicable taxes.

The EMD, Security Deposit, License fee and other charges to be decided/revised by Estate Section on the basis of the area, shops, type and business etc. for all University shops periodically with the approval of the Hon'ble Vice Chancellor. No interest on EMD and Security Deposit will be paid to the allottee.

6. ACCEPTANCE OF ALLOTMENT:

An allottee shall communicate the acceptance of the allotment made to him or her within 7 working days from the issue of order of allotment. On acceptance, he/she shall occupy the premises after depositing the license fee etc. within fifteen days from the date of acceptance unless the premises are certified to be uninhabitable by the Estate Office/Works Section. Hon'ble Vice Chancellor may, on receipt of a request from the allottee, suitably extend the period stipulated for occupation of the allotment and provided further that if premises allotted is not occupied within the prescribed or extended time limit, the allotment shall be deemed to have been cancelled on the expiry of the said time limit and the allottee shall not be eligible for another allotment for one year from the date of such cancellation. At the time of occupation of the shops allotted to him/her, the allottee shall be required to sign an agreement and inventory of fixtures and other fittings provided in the shops. The allottee shall also furnish an undertaking in

estate office agreeing to abide by the terms and conditions of allotment and deduction of license fee and recovery of any unpaid dues from his/her security amount, if necessary.

7. COMMENCEMENT OF ALLOTMENT:

For the purposes of liability for payment of license fee and other charges, an allotment made under these rules shall, unless otherwise provided in the terms of allotment in a particular case, take effect from the date as mentioned in the allotment letter.

8. SUBSISTENCE OF ALLOTMENT:

The allotment made under these Rules, shall subsist until: -

- i) it is surrendered according to the provisions of these rules or
- ii) it is replaced by another allotment or
- iii) it is vacated by the allottee or
- iv) on expiry of allotment period
- v) it is cancelled or deemed to have been cancelled under the orders of the Hon'ble Vice Chancellor. If the allotment is cancelled for any reason(s), the security deposit will also be forfeited.
- vi) If an allottee is found to be unable to run the shop or he/she leaves in between, then also the license fees, security deposit will be forfeited.

9. SUB-LETTING AND SHARING:

No allottee shall sublet / share the whole or any part of the allotted shop. In case of subletting, the allottee shall render himself/herself liable to the payment of license fee up to four times the "standard license fee" of the shop in addition to the cancellation of the allotment.

10. MAINTENANCE OF SHOPS:

- i) The allottee, shall maintain the shop to the satisfaction of the University or any other official nominated by the Hon'ble Vice Chancellor to ensure proper maintenance of the shop.
- ii) The allottee shall allow the University representative authorized by the University to have access to the premises at all reasonable hours for inspection.
- iii) An allottee or his/her staff shall not grow any trees, shrubs or plants contrary to the instructions issued by the University nor cut or top off any existing trees or shrubs growing in any garden, courtyard or compound attached to the shops except with the prior written permission of the appropriate authority.
- iv) An allottee shall ensure that he/she and his/her staff do not cause any inconvenience to their neighbors by their conduct.
- v) The allottee shall not undertake any structural change or alternation without written permission from the appropriate authority of the University.

11. RESTRICTED MATERIALS:

No inflammable/hazardous material, tobacco, alcohol, drugs etc. shall be stored in the shops.

12. DAMAGES / THEFTS:

An allottee shall be personally responsible for any damage beyond normal wear and tear of the fixtures, civil fittings, electrical installations, fencing etc., provided in the shops or theft of any of these items during the period of his/her occupation of the shops. The allottees have to furnish complete present and permanent residential addresses of his/her staff with their photographs to the Estate office, along with the Police Verification certificate. Also, change in the staff as and when needs to be informed.

13. LIABILITY OF LICENE FEE:

Where an allotment has been accepted, the liability for payment of license fee and other charges will be with effect from the date as mentioned in the allotment letter.

Subject to the provisions of these rules an allottee, if fails to take possession of the allotted shop within the prescribed time limit, will lead to cancellation of allotment and forfeiture of the EMD and Security deposit.

14. OVERSTAY IN SHOPS AFTER CANCELLATION OF ALLTOMENT:

Where an allotment has been cancelled or is deemed to have been cancelled under the provisions of these Rules and the allottee concerned has not vacated it within the prescribed time-limit, he/she shall be liable, in addition to any other action, to pay damages for un-authorized occupation and use of the premises, which may amount upto four times the “standard license fee” of the shop along with forfeiture of the Security Deposit. If necessary, the University may evict the defaulter with the help of the appropriate local authority. Such allottees will be debarred from any further allotment process.

15. ISSUE OF INSTRUCTIONS:

Hon'ble Vice Chancellor, may issue any instructions / orders, etc., in pursuance of these Rules, or may authorize any officer to issue such instructions / orders and all such instructions / orders, shall be binding on the allottees.

16. LICENSE:

In every case, the allottee shall be deemed to be Licensee and not a tenant.

17. INTERPRATATION AND RESIDUAL MATTERS:

On any question of interpretation of these Rules, Hon'ble Vice Chancellor's decision shall be final. The matters, or points in relation to which no specific provision exists in these rules, will be governed by the provisions of relevant Rules of Government of India.

18. TO A LEGAL HEIR:

On the death of an allottee the shop may be allotted in the name of his/her legal heir, provided an affidavit is given by each of the remaining legal heirs of the deceased allottee to the effect that they have no objection to such allotment for the remaining period of the contract.

The allotment in the name of legal heirs on the death of the allottee will be made on the same terms and conditions.

19. RESTRICTION OF TRADES:

When a shop is allotted for a specific trade viz., grocery, snacks, stationery etc. the allottee will not ordinarily be allowed to change the trade. The allottee must not indulge in 'unfair trade practices' as per the existing rules of the Government.

20. RELAXATION OF RULES:

Hon'ble Vice Chancellor of the University may, for reasons to be recorded in writing, relax all or any of the provisions of the rules/ instructions governing the policy of allotment, regularization, restoration of shops etc., in the University.

21. ELECTRICITY AND WATER CHARGES:

The requisite formalities for taking Electricity connection will be required to be completed by the allottee as per University rules. The electricity charges will be payable on the actual basis. The allottee shall be responsible for payment of electricity charges as per energy bills raised by the University. Water bills per month will be paid by the allottee as per the rate decided by the University from time to time.

22. CHANGE OF PURPOSE OF SHOPS/CANTEEN/ BOOTH ETC.:

If Estate Section feels that for a particular shop there is no bid/ price quotation and shop/ canteen /booth etc. remain vacant. The committee can change the purpose of shop/ canteen/ booth etc. for the purpose of its allotment and call for fresh bids as per rules.

23. MISCELLANEOUS:

- a) The University reserves the right to inspect/check the quality of edibles, selling rates of all items. Any excess charging from customers and if the items being sold are found to be of poor quality or unhygienic and the cases falling within the definition of misconduct with customers will tantamount to breach of contract agreement.
- b) The University shall be at liberty at any time to put an end to the contract by giving 30 days' notice as deemed proper and reasonable and any such notice delivered to the allottee or his/her staff or pasted at the shop will be deemed to be sufficient.
- c) All shops will display the price of all items sold in the shop, not having printed MRP. The facility should remain available for all days.
- d) Time to time the performance of shops will be evaluated. The feedback reports will be taken from students/ staff/ faculty/residents of the University in terms of rate, quality, hygiene, cleanliness, availability of items, conduct of allottee and its staff. The overall performance will be assessed by the Estate Section.

DEFINITIONS:

- a) "Hon'ble Vice Chancellor" means the Hon'ble Vice Chancellor, Central University of Rajasthan.
- b) "Estate Section" means the section to consider allotment of shops under the rules and other matters connected therewith.
- c) "University" means the Central University of Rajasthan.
- d) "Allotment" means the grant of License to a person to occupy shops in accordance with the provisions of Shop Allotment Rules.
- e) "Allotment Year" means the year beginning 1st of January or such other period as may be notified by the Hon'ble Vice Chancellor, Central University of Rajasthan.
- f) "Family" means the wife or husband, as the case may be, children, "step-children, legally adopted children, parents, and brothers and sisters who ordinarily reside with and are dependent on the allottee.
- g) "License Fee" means the sum of money payable per month in respect of a shop / commercial space allotted in accordance with the provisions made in these Rules.
- h) "Sub-letting," means, unauthorized letting out whole or part of the space by an allottee to another person with or without payment of license fee by such other person.
- i) "Shop" includes, all shops, Parlours, Plazas, stalls etc. for the purpose of delivering / selling materials, food items, stationery and providing any services such as courier, photocopy, printing, parlour and saloon, mobile services, cloths washing and ironing, tea/coffee corner etc.
- j) Tender: To be uploaded on University website: www.curaj.ac.in and CPP Portal: eprocare.gov.in seeking bids for the allotment of shops.

ANNEXURE II

LIST OF PERMISSIBLE ITEMS AND APPROVED RATES

SHOP NO. 08 (Multi- Utility)

S.No	Items/ Services	Quantity	Rate (in Rs.)
1	Mobile & Computer accessories	Standard/ Printed weight	Maximum Retail Price (MRP) or Prevailing market rate whichever is lesser
2	Sports items		
3	Competitive & Text books		
4	Daily newspapers		

The above item/ services are non-exhaustive and may be increased/ decreased as per decision of the University.