

Expression of Interest (EOI) for Leasing out One Hall at First Floor and 6 shops of AUK, Mall at Agriculture University, Kota Campus

EOI NO.

DATE:04.07.2026

Date of Issue of EOI		04.07.2026
Last date of submission of EOI	For Hall at First Floor	21.07.2026
	For Shops at Ground Floor	13.07.2026
Opening of EOI	For Hall at First Floor	21.07.2026
	For Shops at Ground Floor	13.07.2026



Agriculture University, Kota
Borkheda, Baran Road, Kota – 334 001, Rajasthan

Any

Scope of Work:

Section-A

Agriculture University, invites offline Bids in two-bid format for “EOI for Leasing out halls and shops of AUK, Mall at Agriculture University, Kota Campus”.

The service provider will pay towards the Shop/ hall as per tabulated below:

Table ‘A’

S. No.	Name of the Shop/Hall	Area (in Sq. ft.)	Lease Fee* (Rs.) per month plus GST as applicable)	Bid Security (Rs.)	Security Deposit (Rs.)	Bid Document Fee (Rs)
1.	Hall at First Floor	1500	51000/-	12000	12 month of Rent* (Rs 612000)	500/-
2.	Shops at Ground Floor	300	15000/-	3000	12 month of Rent* (Rs 180000)	500/-

*The 50% concession in the security deposit shall be provided to **entrepreneurs and students trained by Agriculture University, Kota**, bidder must have produce the relevant certificate.

- The halls (first floor) may be leased out for a period of 10 years while the shops for 05 years.
- The lease fee shall be increased by 5 percent (%) of the lease (rent) amount each year (Compounding).
- The Registration charges, cost of execution of lease & ancillary expenses shall be borne exclusively by the lessee. The highest bidder, who fulfills the terms and conditions, will be granted lease. In the case of same rates from more than one bidder further rates shall be sought and lease will be granted on the basis of highest rate.
- **The electricity connection** shall be obtained by the lessee at their own cost and responsibility. Electricity bill charges shall be payable by the Lessee.
- The Registrar, Agriculture University, Kota reserves the right to select the item (in single or multiple units) or to reject any quotation wholly or partly.
- Non-compliance with specifications/instructions in this document may disqualify the bidders from the tender exercise.
- Incomplete tenders, amendments and additions to tender after opening or late tenders are liable to be ignored and rejected.

1. **The Vendor has to submit the Bid security along with Technical Bid:**

The lease will submit bid security as mentioned in the above Table ‘A’.

The bid security may be submitted in the form of Demand Draft of a scheduled bank in the name of **Comptroller, Agriculture University, Kota** valid for 90 days from the date of opening of the tender/EOI. The bid security will be Refundable without interest. Bids without bid security shall not be considered. The vendor will submit the Tender Document duly sealed & signed by the authorized person of the firm along with original bid security *in the Office of Registrar, Agriculture University, Kota.*

2. **Performance Security Deposit:** The successful bidder will be required to provide a refundable Performance Security Deposit in the form of **BG/DD/Online as mentioned in the above Table 'A'**:

- A security deposit equivalent to **12 months' rent of the hall (Rs 612000) and shops (Rs 180000)** shall be obtained in the form of a **Demand Draft (DD), Fixed Deposit Receipt (FDR), or Bank Guarantee**, so that compensation can be recovered in the event of non-payment of rent by the allottee or any damage caused to the building/property.
- The **50% concession in the security deposit** shall be provided to **entrepreneurs and students trained by Agriculture University, Kota**. To avail this concession, the entrepreneurs and students shall be required to submit a valid certificate/proof of training.
- This PBG shall cover the entire period of contract and shall remain valid for a period of 60 days beyond the period of contract. If the contract is further extended beyond the initial period, the PBG shall have to be renewed for the extended period also with a grace period of 60 days. This Bank Guarantee should be from a scheduled/nationalized bank and will be held against in default in performance and violations of terms and conditions. ***The Agriculture University, Kota will forfeit the security deposit if Lessee fails to comply the terms and condition of lease agreement.*** This Security Deposit shall be deposited within 15 days from the date of intimation of the award of Lease. In case the period of contract is extended beyond the date of original agreement, the Lessee shall arrange to appropriately extend, at his own cost, the validity of the Security Deposit.
- The Security Deposit will not be adjusted towards the Lease fee payable by the Lessee during the lease period. It is refundable only after two months of the completion of lease period. The Security Deposit shall be refunded after removal/dismantling additional structures, constructed by the lessee for their use, if any. In case the Lessee vacates 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. The Security Deposit is liable for forfeiture in the event of failure by the Lessee to pay the lease fee or termination of lease or for breach of any condition/conditions of lease.
- However, this condition will not be applicable on the Central/ state Govt. organization/commercial banks etc.

3. Probable Clients / Eligibility for Leasing

3.1 First Floor Hall (01)

Priority for leasing the first-floor hall shall be given to the bank or office occupying the ground floor, subject to submission of a formal application. In the absence of such an application, the hall may be leased to **any commercial, public sector, or private sector for establishing its Office, coaching, library, home decor, authorized army canteen store.**

3.2 Shops (06)

The shops located on the ground floor shall primarily be leased to independent agricultural entrepreneurs, Farmer Producer Organizations (FPOs), agri-startups, cooperatives, and other eligible agriculture-related entities for the sale, display, and promotion of agricultural inputs and products, including fertilizers, pesticides, pot plants, agricultural implements and equipment, processed agricultural products, dairy products, fruits, vegetables, and other agriculture-related commodities. However, the sale of seeds shall not be permitted unless specifically authorized by the University and in accordance with applicable laws and regulations.

Priority for allotment of shops shall be given to the above-mentioned agriculture-related entities. In the absence of eligible applications from such entities, the shops may be allotted, as a second priority, to commercial, public sector, or private sector establishments/office, popular franchisee, home decor, photocopies, stationaries.

Prohibition: The sale, storage, display, or distribution of any packaged products or materials containing narcotic drugs, intoxicants, tobacco and tobacco products, flammable or explosive substances, or any other items that may pose a risk to human health, life, safety, or the environment shall be strictly prohibited. Bidder shall not be permitted to sell or deal in such products under any circumstances.

4. INVITATION FOR TENDER OFFERS (EOI for Leasing out hall and shops of AUK, Mall at Agriculture University, Kota Campus)

The BIDDERS are requested to give detailed tender in two Bids (**two envelope**)

- a. Part - I: Technical Bid
- b. Part - II: Financial Bid

- a. **Envelope 1: Technical Bid:** Bidder should submit the following documents duly signed, stamped on company's letter-head in technical bid.
 - 1) Pre-qualification/Compliance sheet (along with all required documentary evidence in support)
 - 2) All Annexures
 - 3) Acceptance of all terms and conditions of the tender document

b. Envelope 2: "Commercial Bid" Format:

S. No.	Name of the Shop	Minimum Lease Fee (Reserve) per month (GST @18% will be charged extra)	Unit Price INR
1.	Hall at First Floor	51000/-	To be quoted by the bidder in financial bid only.
2.	Shop at Ground Floor	15,000/-	To be quoted by the bidder in financial bid only.

*Providing/Indication of the financial quote for Lease Fee in technical bid envelope, will be summarily rejected.

Bidders have to quote strictly above the minimum reserve Lease Fee only.

5. BID EVALUATION:

Based on results of the Technical evaluation AU, Kota evaluates the Commercial Bid of those Bidders who qualify in the Technical evaluation.

- I. Conditional offers will be summarily rejected.
- II. After arriving at the final pricing of individual offers of all the short-listed firms, the firm quoting Highest Lease Fee will be awarded with Lease Order. In case, if two or more bidders quotes same price, there will be an offline auction (in quotation mode) to finalize the highest bid.

6. AWARD OF CONTRACT

Award Criteria:- Agriculture University, Kota shall award the contract to the technically qualified eligible BIDDER whose bid has been determined as the **Highest(H1) evaluated financial bid.**

If more than one BIDDER happens to quote the same highest price and both bidders are technically approved, Agriculture University, Kota reserves the right to award the contract to any BIDDER.

7. The Registrar, Agriculture University, Kota reserves the right to accept the offer in full or in parts or reject summarily or partly.

8. **Resolution of complaint and imposition of penalty:** Decision of Registrar, Agriculture University, Kota in relation to imposition of any penalty or any other matter / Resolution / Interpretation of any clauses of tender/work/contract order is final and binding on all parties.

9. Minimum eligibility Criteria

Agriculture University, Kota has set up minimum eligibility criteria for the bidding purposes. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting documents along with the technical bid. (Following documents to be provided as single file).

Pre-qualification / Compliance Sheet:

(To be submitted duly signed, stamped in technical bid envelope)

S. No.	Criteria	Submitted (Yes/No)
1.	The age of Applicant/Tenderer should be in between 18 years to 60 years on the last date of submission of tender;	
2.	Bidder should not be blacklisted/debarred by the University or any other agency for a period of one year from the last date of submission of this tender. An affidavit duly notarized must be enclosed with the technical bid in prescribed format. The proforma of the affidavit is attached with the tender as Annexure – I.	
3.	The Agency/Firm/Bidder is required to submit a self-attested copy of PAN/GST/TAN/TIN certificates whichever applicable;	
4.	Bid Security): The Lessee will submit the Bid security as per Table ‘A’	

Signature of Bidder Name: _____

Designation:

Organization Name.....

Contact No.:

Note: - Any firm/Service Provider not fulfilling any of the above-mentioned criteria duly supported by the indicated documents shall be outrightly rejected and the bid shall not be considered for further evaluation.

Section-B

10. Submission of Expression of Interest (EOI)

- a) The interested parties may inspect the premises before submitting the Expression of Interest (EOI) form;
- b) Expression of Interests (EOI)s in the name of the Minors or on behalf of the Minors will be rejected;
- c) In case of Firms /Companies/Institutes etc., the authorized representative can submit the Expression of Interest (EOI) application along with authorization letter;
- d) The EOI form, duly filled in, along with bid security declaration should be enclosed together with the form terms and conditions with signatures on each page and any other supporting certificates shall be kept in cover, the shop/nature of business, name and address of the vendor should be indicated;
- e) The Expression of Interest (EOI)s received after the stipulated date and time will not be accepted. Expression of Interest (EOI) will be opened by the Committee. The Vendors or their authorized representative (only one) may present while opening the covers;
- f) Incomplete filled in Expression of Interests (EOI) forms and unsigned Terms & Conditions will be rejected;
- g) Expression of Interest (EOI) forms with any pre-conditions or additional conditions other than the conditions prescribed and supplied by the Institute/Licensors will summarily be rejected at the time of opening of Expression of Interest (EOI)s;
- h) Expression of Interest (EOI) can be submitted in Hindi or English
- i) University reserves the right to reject any one or all the Expression of Interest (EOI)s received without assigning any reason. No correspondence in respect of the decisions arrived by the Expression of Interest (EOI) Committee will be entertained.

11. Opening of Expression of Interest (EOI)s

The Expression of Interest (EOI)s will be opened as per the following:

Table 'C'

S. No.	Name of the Shop	Bid Opening Date and Time	Bid Opening Place
1.	Hall at First Floor	21.07.2026 at 3.00PM	Meeting Room, Agriculture University, Kota
2.	Shops at Ground Floor	13.07.2026 at 3.00PM	Meeting Room, Agriculture University, Kota

The Vendor or any of its authorized representative holding authorization letter who wish to be present at the time of opening of Expression of Interest (EOI)s, can attend the Expression of Interest (EOI)s opening. The Applicant/Representative of the Applicant shall produce self-attested copy of valid Photo Identity Card (PAN Card, AADHAR, Voter Id, Driving License, Passport, Ration Card). In case of date of opening of Expression of Interest (EOI) is declared holiday, then the date of opening will be the next working day.

Section-C

12. Allotment of Contract

The successful Vendor shall enter into an agreement for running/ use the Shop/ Space for which he/she emerged as successful Vendor within 15 days from the date of issue of allotment letter.

13. DURATION

The period of contract for running the Hall (First Floor) shall be for 10 year and five years for ground floor shop.

Section-D

14. General Terms and Conditions of Contract

- 14.1 Electricity: A flat fixed charge/meter rent decided by the University in agreement and a monthly charge as per consumption basis (on metering) shall be payable by Lessee to the University. The monthly electricity consumption charges and fixed charge/meter rent will be reviewed/ revised.
- 14.2 The Electricity/Water charges shall be determined from time to time by the *Directorate of Landscape and Revenue Generation, Agriculture University, Kota*. The same will be applicable after due approval of the *Registrar/Comptroller, Agriculture University, Kota*. *The revised charges will be intimated to the Lessees by the Office of Estate.*
- 14.3 Furnishings: The University will provide the unfurnished spaces to the Lessee, or with bare minimum furnishing. All the furnishings and appliances required for commercial operations shall be arranged by the Lessee;
- 14.4 Specific Requirements: In special cases (such as providing furniture, appliances, or fixtures, if any, as per the policy of the University), additional cost/fee/rate will shall be determined by the Directorate of Landscape and Revenue Generation, duly approved by the Competent Authority. The Maintenance of the equipment will be the responsibility of the lessee and the equipment shall be returned to the University in fully functional condition after the end of contract.
- 14.5 In the event of death of Lessee, the lease shall come to an end. However, the licensor may permit the Legal Heir of the lessee to run the business on the same Terms &

Conditions for the remaining period of lease on execution of fresh deed of lease by such Heir;

- 14.6 **Force Majeure:** Any delay due to Force Majeure will not be attributable to the Vendor. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Vendor or its employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Vendor for a period exceeding a continuous period of 7 (seven) days.

15. Renewal of Leases

The halls (first floor) shall be leased out for a period of 10 years while the shops for 05 years. The Lessee shall have to agree with a separate lease/rent agreement bond. After completion of lease period, renewal shall be based on new terms and conditions. Such renewal of leases shall be made after due deliberations in the REGISTRAR, AGRICULTURE UNIVERSITY for the performance of all outlets during the current lease period. All communications on renewal / termination of lease shall be issued by the Registrar, AU Kota well in advance before expiry of the current lease period and process for the award of lease to a fresh lessee shall be initiated accordingly.

16. **Termination of Lease:-** If before the stipulated lease period the Lessee wants to vacate the premises, he/ she will give 03 months' notice to the Lessor and vice-versa.
17. **Lease Transfer:** - The lessee shall not transfer/alienate or assign the said land or buildings erected there on to any third party in full or in part.

18. Conditions of licensing

- 18.1 The Lessee shall abide by the conditions of **Lease Deed** executed between the Lessee and the Licensor during the period of lease. The Directorate of Landscape and Revenue Generation, AU Kota reserves the right to serve notices to the Lessee for non-observance of any condition of the Lease-deed and can recommend the REGISTRAR, AGRICULTURE UNIVERSITY for termination of lease of the lessee.
- 18.2 That the lessee(s) shall be leased the said premises equipment, installations, fittings and fixtures provided, if any, on 'As is where is' basis and the lessee shall not make any additions/alterations in the leased space installations installed if any, including electric installations and wiring without the prior permission of the licensor in writing. The necessary light and fan points shall be arranged by the lessee at his own cost.
- 18.3 The Lessee during the lease period, permanently or temporarily, shall not share / franchise or sublet to anybody else and shall not be allowed to take any person to share the premises or in partnership without the prior written permission of the licensor, nor shall he be entitled to allow any person to occupy the leased premises or to use any part thereof without the permission in writing from the licensor.

19. General Terms and Conditions

19.1 Registration and Licensing

- a. The lessee shall have/obtain valid license from the concerned/prescribed government authorities, which are required for running the business of the lessee.

19.2 Conduct with Customers

The *Lessee* shall ensure that:

- a. The customer satisfaction is of utmost importance;
- b. Reasonability of prices of items/ services; failing which, suitable action will be taken by the University.
- c. As far as possible all the materials to be sold are packed and of standard/ reputed brand;
- d. Benefits of all schemes announced by the companies to be passed on to the community; and
- e. Any credit extended by the Lessee will be its own responsibility and the University will not be responsible for the credit extended under any circumstances.

19.3 Equipment in shops

- a. Weights and measures of Govt. approved Agency are to be used. Weighing should be done only on Electronic Government approved brand machines with adequate back up machines. Weighing by traditional instruments strictly not allowed;
- b. Lessee will install swiping machines/ QR codes for convenience of payments for the goods delivered to the customers;
- c. Lessee will ensure all safety of Fire Risk due to equipment, oven, fridge, etc. being used in the Shop/Premises/Kiosk.

19.4 Prohibitions

The Lessee shall, under no circumstances:

- a. Sell, store, distribute, or permit the consumption of any intoxicants, alcoholic beverages, tobacco products, narcotic substances, or any other prohibited items within the leased premises.
- b. Sell or deal in any goods, products, or services prohibited by the University, Government authorities, or any law enforcement agency. The Lessee shall comply with all rules, regulations, and codes of conduct prescribed by the University from time to time. Any violation may result in termination of the lease without prior notice.
- c. Use or permit the use of banned plastic or polythene materials. The Lessee shall comply with all applicable environmental regulations and submit an undertaking regarding the non-use of prohibited plastic materials.
- d. Employ any child labour or engage any person in violation of applicable labour laws.
- e. Display, publish, or permit any advertisement, signboard, poster, banner, hoarding, or promotional material without prior approval of the Lessor. Any display shall be decent, lawful, and not objectionable in nature.
- f. Conduct promotional events, exhibitions, demonstrations, or sales campaigns outside the allotted premises without prior written permission of the competent authority.
- g. Use, lease, sublet, transfer, assign, or otherwise part with possession of the leased premises, wholly or partly, to any other person or entity without prior written approval of the Lessor.

- h. Make any structural alterations, additions, modifications, or permanent installations in the premises without prior written consent of the Lessor.
- i. Cause any nuisance, obstruction, noise pollution, unhygienic conditions, or activities that may adversely affect the University campus, its employees, students, visitors, or neighboring occupants.
- j. Use the premises for any purpose other than the purpose for which the lease has been granted.
- k. Damage, misuse, or remove any University property, fixtures, fittings, utilities, landscaping, or infrastructure located within or around the leased premises.
- l. Sell or permit the sale of any item in violation of applicable laws, public safety norms, food safety regulations, or University guidelines.
- m. Sell any outer space of the shop for advertising by way of paintings, posters, etc. without due approvals of the licensor.

19.5 Code of Conduct:

- a. Any case of misbehavior, assault on person/ employee of the *University*, any act or comment tarnishing the image of *Institute* by the *Lessee* or his representative/ workers will lead to imposition of penalty or termination of contract duly forfeiting the *Security Deposit*.
- b. The lessee shall employ only those persons at the space whose character has been verified. For the purpose Police Verification shall be carried out by the Firm for all employees working under their establishment and proper information shall be provided to the Institute about the number of persons working under their firm and their police verification should be submitted to Office of Security. If there is any change of the employee working under their firm, proper information shall be provided to the Office of Security of the Institute along with the relevant documents. No personnel facing any criminal case or convicted by any criminal court shall be deployed at the space.
- c. GST Registration is mandatory for the firm, if applicable.
- d. Institute will not be responsible for Security & Safety (including Medical Emergencies) of any person working under the Lessee or any item misplaced in the shop, it is the responsibilities of the lessee itself.

19.6 Payments

The Lessee shall:

- a. Lease fee or other dues shall be paid by the Lessee in advance on 5th of every month and a grace period of 5 days will be given beyond which penalty will be imposed.
- b. The lessee shall not vacate the said premises on or before 6 months lock-in-period from the allotment date of shops/hall, if the lessee/ tenant vacates on or before 6 months lock-in-period then the 3-month rent and all other dues (electricity charges, etc.) shall be deducted from security deposit
- c. Bear all the expenses, in case of any accident to the personnel employed by them during the business time. The *Lessee* is solely liable for workmen's compensation and any other statutory dues and *Institute* is not liable for payment of any such amount;
- d. Pay all the taxes which are levied by the Central Government and the State Government within due dates. The *Institute* is not liable for the penalties against non- payment of these taxes or default therein. Any default, non-payment of taxes to statutory authorities will cause termination of lease and vacation of premises; and

- e. In the event of any damages caused to the shop/Hall premises or property of the *University* by the *Lessee* or his representatives, agents or servants during the subsistence of *Lease period*, the *University* shall have right to recover the said sum from the *Security Deposit* of the *Lessee*. Further, if the damages so caused, exceed the amount of *Security Deposit*, the *Lessee* shall pay such amounts as assessed by the *Competent Authority*, failing which the lease shall be terminated. In such event, the *University* shall have right to take possession of the premises by putting its own lock and key to the said premises and by keeping the items of the lessee in public auction. The *University* will claim the damages through adjustment from the proceeds. Furthermore, in case of any damages exceeding the above recoveries, the lessee shall pay the damages or the *University* shall have a rightful claim of legal action against the lessee.

19.7 Routine Working

The *Lessee* shall abide by the following:

- a. The operation of the shop's timings shall be as per directions of the *University*;
- b. The *University* will have right to see the quality, market price, and reasonability of the products and services;
- c. To do the same business which is mentioned in the *Agreement* and for which lease is issued;
- d. Perform the business by confining to the operations of Shops/ establishments within space as mentioned in the *Agreement* or as recorded in the deed of lease. There should not be any encroachment of space beyond leased space by the *Lessee*, under any circumstances; Non-compliance will attract appropriate penalty as decided by the *University*.
- e. On the expiry of the period of the lease or on its termination, as the case may be, the *Lessee* shall deliver vacant possession of the premises intact, to the *University* by 17.00 hrs. on the last day of agreement; failing which, the *University* shall have right to take possession of the premises by putting its own lock and key to the said premises. The articles, if any, left by the *Lessee*, will be kept in public auction by the *University*; and the process in the said auction will be adjusted towards the arrears of lease fee etc., and the balance, if any, will be refunded to the *Lessee*.
- f. That the *Lessee* shall use the **Shop/hall** solely for providing item/services as per agreement to the consumer and the space shall not be used for any other purpose whatsoever.
- g. The allocated space to the lessee can be relocated as per the requirement of the *University*. During the agreement period, the *University* is at liberty to alter/ modify/ add/ delete in the condition(s) of the *Agreement* in the interest of the *University*.

19.8 Maintenance of Shop/ Space and Surrounding Areas:

The maintenance, cleanliness, upkeep and hygiene around the **Shop/Establishment** space/ Cart will be the sole responsibility of the lessee and the lessee shall ensure cleanliness by deputing adequate staff for the purpose. The lessee shall at all times provide for Upkeep and Waste management and ensure garbage is disposed-off promptly and properly. Whitewashing/ painting of the space provided will be done by the lessee once in a year at own cost. The *Lessee* will Ensure that fire detection and suppression measures installed inside the premises are kept in good working condition at all times. Ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires. The lessee shall at all times adhere to the condition stipulated at the above mentioned agreement/lease deed and work

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order.

- 19.9** The lessee will set up the **Shop/hall** as per the requirement. The entire cost for setting up of the shop and any equipment shall be borne by the lessee. The Lessee will get the plan for setting up of the **Shop/hall** approved by the (Licensor) before commencing the work. No Civil & Electrical structural modification shall be allowed in the allocated shop except with the prior approval of University authorities. Any approved modifications shall be carried out by the lessee at his own costs.
- 19.10** That all undesirable goods, articles and exhibits put up by the Lessee in the **Shop/hall** as per the opinion of the licensor, are liable to be removed forthwith.
- 19.11** No accommodation shall be provided for any employee of the lessee in the University, and they will not be allowed to stay in the University after the closing time of the shop.
- 19.12** The licensor will not be responsible for any loss and / or damage caused to the lessee due to fire, burglary or natural calamities. Further, the licensor shall also not be responsible for any injury to the personnel engaged by the lessee. The licensor shall have the rights to ask for the removal of any person of the lessee who is not considered to be competent and orderly in the discharge of his duties.
- 19.13** That the licensor shall have the right at all reasonable times to enter upon and inspect the leased space to check whether the terms and conditions of this lease deed are being complied with by the lessee.

19.14 Penalty provisions and Termination of contract

19.14.1 Penalty Provisions

If the *Lessee* fails to execute the lease for the terms mutually agreed and enter in the *Agreement/* contract between the *University* and the *Lessee* to satisfaction of the *University*, the University has the right to take the following actions

- 19.14.1.1 Imposition of fine for breach of contract by Authorized Officer of the *University*;
- 19.14.1.2 Forfeiture of *Security Deposit* either partly or fully;
- 19.14.1.3 Termination of lease by giving three month's notice; and/ or
- 19.14.1.4 Termination of contract with due notice and simultaneous forfeiture of *Security Deposit*.
- 19.14.1.5 In compelling circumstances, the University reserves the right to close the shop/hall with immediate effect.

The University reserves the right to inspect from time to time, the quality of the service and products provided by the lessee. THE COMMITTEE WILL HAVE RIGHT TO SEE THE QUALITY, MARKET PRICE AND REASONABILITY OF THE ITEMS.

If the University or the committee is of the opinion that the products or service is not up to the satisfaction, non-compliance of other Terms and conditions as specified in agreement, indiscipline and unsatisfactory operations the University take appropriate action.

In the event of any statutory authorities imposes any punishment or fines etc. on the lessee, and if the University is made a party in such penal action, the University will have the authority to keep *Security Deposit* etc. with it until it is proved to the satisfaction of the University that such penal actions are ceased. Such penal actions may be a reason for termination of Contract.

The *Lessee* shall be solely responsible for any consequence arising due to Non-compliance of any guidelines of the concerned statutory authority and the University shall be in no way responsible for the same.

19.14.2 Termination of Contract:

The University is at liberty to terminate the lease and forfeiting the *Security Deposit* with three month's notice without assigning any reasons. Termination of lease duly forfeiting the *Security Deposit* in the event of following, but not limited to:

- i. The *Lessee* defaults in payment of lease fee for two (02) months consecutively or three times in a calendar year;
- ii. The *Lessee* fails to do the business in the leased space for a period of (30) thirty days (for which the lease is granted) for whatsoever reasons, non-payment of *Security Deposit* and enter into an *Agreement* in the stipulated period;
- iii. The *Lessee* fails to comply with formalities like payment of *Security Deposit*, execution of *Agreement*;
- iv. If during the period of contract, any time it is found that the *Lessee* is charging higher than the comparable prevalent market rates, then the University may terminate the contract by giving the written notice;
- v. If the *Lessee* is found doing business in the Shop other than the stipulated in the deed of lease
- vi. The lessee sublet the premises to any other person or agency

That the termination of the lease on its expiry or for any other reason whatsoever should not give rise to any liability on the part of the licensor to pay any compensation to the lessee for the loss of any profit or business.

- 19.15 That the grant of this lease shall not give the lessee or the employees any hope or expectation for any continuous business or employment respectively.
- 19.16 That the "Lessee" will be responsible for the recruitment and hiring of its employees and the service conditions of its employees shall be governed by them and their employees shall always work under their direct administrative and supervisory control.
- 19.17 The lessee shall comply with all prevailing Labor Laws/ Municipal Laws & Statutory requirement of other Central/ State Government Organizations. In case of non-adherence of any laws/ regulations of the statutory bodies, the *Lessee* will be fully responsible for the consequences arising out of non-adherence. University will not be party, nor it will help the *Lessee* where a govt. agency or its official is visiting the premises in connection with the discharge of his/her duties. Any dispute arising out of the same shall be the responsibility of the *Lessee* and the Govt. Agency. The University in no way will be responsible for the same. The lessee is an independent entity and the lessee's employees deployed at the space shall not be deemed for any purpose to be the employee, agent, servant or representative of the licensor. The lessee and/or its employees shall not raise any claim monetary or otherwise upon the licensor if the present lease is terminated due to any reason whatsoever.
- 19.18 That the lessee agrees to defend and indemnify the licensor against any and all suits, actions penalties and liabilities that may arise from failure on the part of the lessee to properly administer wages and other benefits / facilities to its employees working in the space in terms of all applicable laws.
- 19.19 In the eventuality of discontinuation of operation at any stage due to unforeseen events, lessee will be given free access to take back machines and fixtures after clearing all/ any dues of the Shop/Establishment.

20 Encroachment Removal and Eviction

20.1 Encroachment Removal

20.1.1 The Commercial Establishments / Shops / Premises will confine their operations within the leased space (area). They shall be charged Lease Fee as per the leased area. Any use of area beyond licensing will be considered as "Encroachment" and shall be dealt accordingly.

20.1.2 If at any time, after the licensing of space (during the operations), it is found that the lessee has encroached onto the extra area, the Lessee is liable to be penalized by levying a penalty (at the minimum rate of 1.5 times the monthly lease fees computed on daily basis for the duration of encroachment) along with the removal of encroachment. The concerned Commercial Establishment / Lessee shall abide by the decision of Directorate of Landscape and Revenue Generation. It will also depend on the extent of encroachment done by the lessee/lessee. If the *Lessee* is habituated for encroachment, liable for termination by serving a notice.

20.2 Eviction

The proceedings for eviction, if found necessary to be initiated, against a Lessee / Commercial Establishment / Firm for non-observance of licensing rules and subsequent non-compliance to the notices from Directorate of Landscape and Revenue Generation, shall be initiated by the University.

21 Dispute Redressal

- a. In all disputes and doubts or interpretation of the clauses or conditions applicable to the lease or otherwise, the decision of the *University* shall be final and binding on the *Lessee*;
- b. In case of any dispute arising between the parties, the same must be resolved amicably. In case the dispute is not resolved through amicable means, the decision of Registrar, AU Kota shall be final.
- c. All legal proceedings shall be under the jurisdiction of Kota.
- d. Any disputes or differences arising between the Parties here to as to the effect, interpretation or application any of the clauses of this LEASE DEED/ Rent agreement or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, or consequent to, or in connection with this LEASE DEED/ Rent Agreement shall be referred to and resolved by Arbitration by referring the same for arbitration to any retired District Judge and shall be resolved finally at his arbitration under Arbitration and Conciliation Act 1996 and its Amendments or any other Enactment. The Arbitration proceedings shall be held at Kota Jurisdiction and shall be in English/Hindi Language.
- e. This LEASE DEED/ Rent Agreement shall be governed by the laws of India. The Courts at District and Session Court, Kota alone shall have the jurisdiction to entertain and or try any dispute arising out of or in connection with or in relation to the terms of the LEASE DEED/ Rent Agreement

22. Obligation and Duties of Lessee/ tenant: -

- a. The lessee shall not do or cause any act, deed or thing which may cause nuisance or annoyance to the adjoining sale counter/ hall.
- b. That the Lessee shall regularly pay the electricity charges, water charges, municipal taxes etc. to the concerned authorities.
- c. That the Lessee/ has been before occupying the said property that all sanitary and electric fitting and fixtures are in good working condition and is satisfied that nothing is broken or

- missing and the Lessee on vacating the lease premises shall restore them in the same condition subject to normal wear and tear.
- d. That the Lessee not sublet, assign or part with the possession of the aforesaid rented property in whole or in part under any circumstances.
 - e. That the Lessee shall comply with all the rules and regulation of the local authorities/ University.
 - f. That day-to-day repair such as replacement of fuses and elements setting right, leakages in water taps, and/ or any damage to the property or the items fixed resulting by the fault of the lessee or its customers etc. are to be carried out by the Lessee at his own costs. However, the major repair shall be carried out by the Lessor at his/her own costs and expenses. The lessee shall return the premises and all fixtures in the working condition on expiry of the term of lease with proper satisfaction of the lessor.
 - g. The lessee shall keep the interiors of the demised premises including doors and windows thereof in good and tenantable repair condition throughout the lease.
 - h. That the Lessee/ tenant shall permit the Lessor or his agents or representative to enter upon the lease premises for inspection and carry out the repairs etc. at reasonable time as and when necessary.
 - i. That in case, if the period of lease/ rent agreement is extended for further period as mutually agreed between the parties on the terms and conditions as given above then the fresh Lease Deed/ rent agreement shall be executed.
 - j. That in case the Lessee fails to vacate and give the physical vacant possession of the said rented property within the said stipulated period, then the Lessee/ tenant shall pay the damages@ Rs 5000/- per day till the possession is given by the Lessee to the Lessor.
 - k. All taxes imposed by the government from time to time shall be borne and paid by the lessee.

Registrar



कृषि विश्वविद्यालय, कोटा
बोरखेडा, बांरा रोड, कोटा 324001 (राज.)
AGRICULTURE UNIVERSITY, KOTA
Borkhera, Baran Road, Kota 324001 (Raj.)

Technical bid

EXPRESSION OF INTEREST (EOI) Form for Leasing out of hall admeasuring 1500 sq.ft. on the First Floor at Baran Main Road, University Campus

S. N.	Particulars	Details (as applicable)	Enclosures (Page No.)
1.	Name of the Lessee		
2.	Contact details: 1. Name of the Contact person: 2. Telephone No./Mobile No.: 3. Address: 4. Email ID:		
3.	GST Registration No. (If available)		
4.	PAN/TAN Number:		
5.	Bid Security amount (Rs..)		
6.	Nature of the Bank/ Office: 1. Public Ltd. Company 2. Pvt. Ltd. Company 3. NBFC 4. Govt. Company/ Public Sector Undertaking		
7.	Company Registration No. (if available)		
8.	License for opening bank in Borkhera Area (if applicable)		
9.	The Name/Designation of the Officer competent to enter into lease deed on behalf of the Bank/Office:		
10.	An authorization letter of the Lessee in favor of person signing the lease document		
11.	Detailed Nature of Work of Lessee		
12.	Turnover/Balance sheet of last three years		
13.	Any other information which the Bidder deems fit to disclose or mention.		
Date: _____			
Place: _____ (Signature of the Authorized Signatory)			

(Full Name and Designation (with Company's Seal))



कृषि विश्वविद्यालय, कोटा
बोरखेडा, बांरा रोड, कोटा 324001 (राज.)
AGRICULTURE UNIVERSITY, KOTA
Borkhera, Baran Road, Kota 324001 (Raj.)

Technical bid

EXPRESSION OF INTEREST (EOI) Form for Leasing out of Shop No.....admeasuring 300 sq.ft. on the Ground floor, for sale of Agriculture inputs or Products at Baran Main Road, University Campus

S. N.	Particulars	Details (as applicable)	Enclosures (Page No.)
1.	Application for shop number (Shop Number 1,2,5,6,7 & 8)		
2.	Name of the Lessee		
3.	Contact details: 1. Name of the Contact person: 2. Telephone No./Mobile No.: 3. Address: 4. Email ID:		
4.	GST Registration No. (If available)		
5.	PAN/TAN Number:		
6.	Bid Security amount (Rs.)		
7.	Nature of the Office/shop:		
9.	License for opening shop (if applicable)		
10.	The Name/Designation of the Officer competent to enter into lease deed on behalf of the shop (if applicable)		
12.	Detailed Nature of Work of Lessee		
13.	Turnover/Balance sheet of lessee last three years (if applicable)		
14.	Any other information which the Bidder deems fit to disclose or mention.		

Date: _____
Place: _____

(Signature of the Applicant)
Full Name



कृषि विश्वविद्यालय, कोटा
बोरखेडा, बांरा रोड, कोटा 324001 (राज.)
AGRICULTURE UNIVERSITY, KOTA
Borkhera, Baran Road, Kota 324001 (Raj.)

Financial Bid

Financial Bid for Leasing out of hall admeasuring 1500 sq.ft. on the **First Floor** at Baran Main Road, University Campus.

Dated:

S. No.	Description	Monthly Rent offered /Quoted Rs.
1.	Leasing out halls for Bank/Office (1500 sq fit) on the First Floor, AUK, Mall at Agriculture University, Kota Campus. (Bidders must quote strictly above the reserve lease Fee (Rs51000/ only)	
2.	GST Extra @ 18% on Lease Fee	

Signature & Seal of the
Tenderer

Note:

1. I/We have gone through the entire terms & conditions as stipulated in the tender document and confirm to accept and abide the same.

Signature & Seal of the
Tenderer



कृषि विश्वविद्यालय, कोटा
बोरखेडा, बांरा रोड, कोटा 324001 (राज.)
AGRICULTURE UNIVERSITY, KOTA
Borkhera, Baran Road, Kota 324001 (Raj.)

Financial Bid

Financial Bid for Leasing out of **shop admeasuring 300 sq.ft.** on the Ground Floor at
Bran Main Road, University Campus.

Dated:

S. No.	Description	Shop Number	Monthly Rent offered /Quoted Rs.
1.	Leasing out for Shop (300 sq fit) on the Ground Floor, AUK, Mall at Agriculture University, Kota Campus. (Bidders must quote strictly above the reserve lease Fee (Rs15000/-only)		
2.	GST Extra @ 18% on Lease Fee		

Signature & Seal of the
Tenderer

Note:

1. I/We have gone through the entire terms & conditions as stipulated in the tender document and confirm to accept and abide the same.

Signature & Seal of the
Tenderer

Annexure-I

DECLARATION REGARDING BLACKLISTING/DEBARRING FOR TAKING PART IN EXPRESSION OF INTEREST (EOI).

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

paper by the vendor)

I / We _____, the shopkeeper hereby declare that the shop
namely

_____ has not been blacklisted or debarred in the past by
Union / State Government or organization or University from taking part in Government
Expression of Interest (EOI)s in India.

Or

I / We _____, the shopkeeper hereby declare that the shop
namely

_____ was blacklisted or debarred by Union /
State Government or any Organization or University from taking part in Government
Expression of Interest (EOI)s for a period of _____ years w.e.f. _____ to _____. The
period is over on _____ and now the firm/shop is entitled to take
part in Government Expression of Interest(EOI)s.

In case the above information found false I/we are fully aware that the Expression of Interest
(EOI)/ contract will be rejected/cancelled by Registrar, Agriculture University, Kota, and
Performance Security shall be forfeited.

In addition to the above Registrar, Agriculture University, Kota, will not be responsible to
pay the bills for any completed/ partially completed work

DEPONENT

Name

Address

Attested:

(Public Notary / Executive Magistrate)

Seal of the firm/company _____



कृषि विश्वविद्यालय, कोटा
बोरखेडा, बांरा रोड, कोटा 324001 (राज.)
AGRICULTURE UNIVERSITY, KOTA
Borkhera, Baran Road, Kota 324001 (Raj.)

Application Form For
.....

To
The
Registrar,
Agriculture University,
Kota

Dear Sir/Madam

This is in reference to Expression of Interest (EOI) Notification No. _____ dated _____ regarding **Leasing out halls and shops of AUK, Mall at Agriculture University, Kota Campus**. I, hereby submit Expression of Interest (EOI) in the prescribed format. I have read all the *Terms and Conditions* supplied along with the Expression of Interest (EOI) Form thoroughly and understood the full content. Further, I hereby agree to abide by the Terms and Conditions stipulated by the AU, Kota from time to time during the operation of my business on awarding the lease for the same.

Signature of the Applicant

Full Name: _____

Permanent Address:-