

## **TERMS AND CONDITIONS FOR SHOPPING COMPLEX**

1. Initially the contract will be awarded for one year, renewable on yearly basis subject to satisfactory performance. The performance of the establishment will be continuously judged by the competent Authority of the Institute. If the performance is not found satisfactory at any stage, a notice to improve the performance within one week would be issued. If even after 02 times that the performance continues to be unsatisfactory, the license may be cancelled after giving 15 days notice.
2. Each bidder will have to submit his application along with Rs. 3,000.00, out of which Rs. 1000/- will be non-refundable being the application money and remaining Rs.2000/- as earnest money deposit which will be refunded to all unsuccessful bidders except H-1 & H-2. The successful bidder has to deposit one month's rent at the time of auction. If H-1 does not deposit one month rent on the same day than H-2 may be directed to deposit one month rent at his quoted rates. In case of non deposition of rent by bidders, earnest money of H-1 and H-2 may be forfeited and auction may be recalled again.
3. Leases shall have to deposit the 3 months rent in advance at the time of possession as security which is refundable at the time of complete of the contract.
4. Each bidder shall have to produce an affidavit on a stamp paper worth of Rs 10/- giving the local as well as the permanent home address along with recent passport size photograph(s) and provide attested copy of the PAN Card failing which the bid will not be entertained.
5. An affidavit duly certified by a notary that the partners of the firm or sole proprietor or company as the case may be, has never been black listed or changed the name of the firm and that there is no police Case/Vigilance enquiry pending against the partners of the firm or sole proprietor or company as the case may be, and has never been punished by Hon'ble Court.
6. The license fee as mentioned above plus GST, if applicable, as per Govt. notification amended from time to time will be charged per month. License fee shall be enhanced @ 10% after every one year from the date of allotment, subject to satisfactory performance, if given an extension.
7. That the leases shall pay all rents, taxes and charges of every description payable now or hereinafter become due in respect of the license of the said shop.
8. That the leases shall furnish his shop with high quality furniture and start his business within 15 days, failing which the license shall be treated as cancelled.
9. That the leases shall keep the shop neat & clean so that there is no kind of unhygienic atmosphere. Plastic disposal like poly bags, plates, cutlery is not allowed in the premises. Hygienic condition shall be maintained and the vendors shall be responsible for disposal of the waste and appropriate number of dustbins must be provided by the Licensee to maintain the cleanliness.
10. That the leases shall carry his business only for which the license is given. In case, it is found that the lease is not complying with the conditions, license shall be cancelled and security deposited by him will be forfeited. That the licensee shall charge the rates as per approved rates. The rate list shall be displayed at prominent place in the business premises. If he is found charging excess rates and not displaying the rate lists, he may be fined and the license may be cancelled forthwith.
11. If necessary, revision of rates of items will be considered after one year by the competent authority on running the business satisfactory.
12. The leases shall not engage any sub-contractor or transfer the shop to other person without



- prior permission in writing for the Institute.
- 13 The committee of the institute authorized by Director can check the rate list, quantity, quality of items served by the shops and material found sub- standard will not be allowed and also cleanliness in kitchen and surroundings the premises etc. at any time.
  - 14 Time to time the feedback reports will be taken from students/staff/ faculty in terms of rates, quality, hygienic cleanliness, availability of items, conduct of allottee and its staff. The overall performance will be accessed by Director or committee constituted by Director of the Institute.
  - 15 The leases shall carry out the business during the normal working hours from 8.00Am to 10.00PM and shall not close the shop for a longer period normal circumstances and without prior information.
  - 16 Interested parties may visit Institution Campus and acquaint themselves with the area. The cost of the visit shall be borne by the bidder.
  - 17 The leases shall deposit rent in advance for each month by 7<sup>th</sup> day of the month. The use of shop would be allowed to the successful bidder after he has paid one month rent in advance in addition to security money and after he has signed the agreement.
  - 18 The leases or his employee(s) shall deal courteously with the customers and shall not indulge in any such act which shall spoil the peaceful atmosphere in the Institute campus
  - 19 In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, a penalty of Rs. 1,000/- for each such incident shall be levied. Further the concerned contractor's personnel shall be removed from the system immediately.
  - 20 The leases shall take the electricity connection from UHBVN Ltd., Sonapat/ BPSGMC, Khanpur Kalan, as applicable and show the proof of payment of bills to Estate Office every month. Further, the leases shall be responsible for doing routine maintenance of his premises and protect the PH & EI fittings provided in general toilets & premises.
  - 21 The electricity, water, Sanitation and other charges will be paid by the leases separately as applicable.
  - 22 In the event of leases fee being not paid by the due date along with electricity and water charges, the leases shall be liable to pay penalty of ₹ 500.00 per month in addition to quoted rents.
  - 23 The leases shall not cause any damage to the shop, the electrical fittings or any other structure/fixtures around the shop.
  - 24 The forfeiture of security money under any of circumstances shall be without prejudice to any other remedies available in respect of ant loss or damage which may be caused to BPS GMC for Women, Khanpur Kalan, Sonapat by the leases.
  - 25 In case of any dispute between the leases or his employee and the customer the decision of the competent authority of the Institute shall be final and binding on the leases.
  - 26 That after the expiry of the lease period or in the event of cancellation of the lease under any clause of the lease deed, the leases shall hand over the possession of the said shop back to the Institute in the same condition as it was taken over by the leases. That in the case of his failure to do so, the leases shall be deemed to have been evicted from the said shop and all kinds of left items lying in or around the said shop shall automatically become the property of the Institute and the leases shall have no right or claim over them.
  - 27 The bidder shall execute the agreement (lease Deed) at his own cost for grant of lease in the prescribed form on a stamp paper if requisite value. It should be clearly understood that no



- right would be conferred on the leases unless he duly executes the agreement for grant of all lease, as mentioned above.
- 28 In case of requirement by Institute, the Institute may withdraw lease at any stage by giving one months notice and refunding the advance license fee paid if any, for the remaining period of the lease on prorata basis.
- 29 The Director, BPSGMC Khanpur Kalan does not bind itself to accept the highest or any other bidder and reserve the right to reject any or all bids without assigning any reason therefore and without being answerable to the bidders in any manner whatsoever. The Director BPSGMC also reserves the right to re-notify or withdraw from the bidder any of the shop. The lease granted can be revoked in public interest and the leases can be asked to vacate the site on one month notice for which no damage shall be liable to be paid by the Director BPS GMC for Women, Khanpur Kalan , Sonapat
- 30 The leases shall have to obtain requisite permission/license/ registration, if required from the Municipal or other authorities concerned before commencing his business.
- 31 The Institute shall not be responsible for any dispute between the leases & customers in respect of any business dealing.
- 32 That any notice to the leases in respect of the grant of license/request/demand or otherwise whatsoever may be given by the Institute by leaving the same or sending the same by post at the address of the leases given above, which shall be considered as sufficient notice delivered to the leases.
- 33 That the leases shall have the right to revoke the license in the event of breach of any of the terms and conditions of this lease or any instruction issued there under any the leases shall forfeit the security deposit in part or in full in its sole discretion.
- 34 All or any of the Power and rights exercisable by the BPSGMC in respect of bidder shall be exercised by the Director BPS GMC for Women, Khanpur Kalan , Sonapat and the bidder shall not have objection whatsoever in respect thereof.
- 35 No additional space shall be allowed and leases keeps their goods inside the shop and there will be no encroachment/additions and alternation in any manner whatsoever.
- 36 That all matters of disputes shall be referred to the competent authority, whose decision shall be final and binding and shall not be challengeable in any court of Law.
- 37 Any legal dispute will fall under Sonapat Jurisdiction.
- 38 It will be the sole responsibility of the leases to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract.
- (i) Minimum Wages Act 1948
  - (ii) Employee Provident Fund Act 1952
  - (iii) Employee State Insurance Act 1948
  - (iv) Contract Labour (Abolition & Regulation) Act 1970
  - (v) Industrial Employment (standing orders) Act and rules 1946
  - (vi) Prohibition of Child Labour Act 1986
  - (vii) Payment of bonus Act and Rules 1965
  - (viii) Workmen compensation Act 1923.
- 39 Arrangement for lifting of left-over food and all waste material will be made by the leases and will be responsible to dispose off them outside the campus.
- 40 The leases cannot occupy any outside space without prior permission of the Institute.



- 41 The successful bidder shall abide by the provision of all local laws and laws of land, any failure to fulfill this agreement shall attract the penal provision of relevant well as panel provision of agreement.
- 42 That the shops shall be subject to inspection at any time without any notice to the contractor by the Director or any other authority authorized by him.
- 43 The leases should provide an automated billing service with facility of the swipe cards as well as cash payments.
- 44 The sale of Narcotics is strictly prohibited in shop. Further, Smoking and consumption of alcohol/intoxicants in the premises is strictly prohibited. Breaching of this term would imply a breach of contract and immediate termination of contract along with confiscation of security deposit and initiation of legal proceedings.
- 45 Headgear and gloves (at caterer's own cost) to be worn by all cooks and servers at all times while preparing and serving food (applicable to food related outlets)
- 46 Items such as sandwiches, burgers, French Fry which can be consumed outside the shop premises shall be service in appropriate and convenient packing.
- 47 Gas Cylinders (Battery of cylinders) including spare cylinders shall be kept outside the building in well bottom-ventilated enclosures if used in the shop.
- 48 The leases shall provide a portable weighting machine in order to check the weight of item supplied, as per approved list.
- 49 During the course of contract, if any of bidder's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Director BPS GMC for Women, Khanpur Kalan, Sonapat shall be entitled to terminate the contract forthwith duly forfeiting the Contractor's Performance Security.
- 50 The contractor will employ only persons who are medically fit and above the age of 18 (eighteen year).
- 51 All bidder in whom any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected. Conditional tenders shall not be considered for acceptance.
- 52 That the successful bidder of shop no. 1 & 5 has to obtained food license from Dist. Food & Drug Controller, Sonapat within one month from the date of issue of the word order, otherwise the work order will be canceled.
- 53 I accept the above terms & Conditions.
- 54 Name of the bidder :

In capital letters-----  
Signature of Tenderer  
Father's Name-----  
Residential Address :-----

The bidder should write her name with percentage or the name of husband and complete address. In case the bidder is a firm, the name of all the partners who comprise the firm be disclosed and a certified copy of the partnership is enclosed. If the bidder is a company, the Director Managing Director duly authorized by the Company should sign these terms and conditions.

Signature of bidder