Tender Document for Leasing out Space for Food Court and Restaurant at Mubarikpur Chowk (Wow Mart)

NIT No.	:	
NIT Issue Date	:	06/09/24
Pre-Bid Meeting	:	18/09/24 at conference Hall baba Mai Dass Sadan
Last Date of Submission	:	26/09/2024 up to 4.00PM
Opening of Tender		27/09/24
Area		255 Square meter



Temple Trust Mata Shri Chintpurni Ji
Teh. Amb Distt. Una Himachal Pardesh 177110
Phone No -01976-255818 email tochintpurni-hp@nic.in

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DISCLAIMER

The information contained in this Tender document or subsequently provided to Tenderers, whether in document or verbal or any other form by or on behalf of Temple Trust Mata Shri Chintpurni Ji by any of its employees or advisors, is provided to Tenderers on the terms and conditions set out in this Tender document and such other terms and conditions subject to which such information is provided.

The purpose of this Tender document is to provide interested parties with information that may be useful to them in eliciting their proposals pursuant to this Tender document. This Tender document may not be appropriate for all persons, and it is not possible for the Temple Trust , its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender document.

This Tender document includes statements, which reflect various assumptions and assessments made by the Institute in relation to the Contract. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require.

The assumptions, assessments, statements and information contained in this Tender document, may not be complete, accurate, adequate or correct. Each Tenderer should, therefore, conduct his/her own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender document and obtain independent advice from appropriate sources.

Information provided in this document to the Tenderer(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Institute accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Temple Trust , its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way in this Tender Stage.

Signature of the Tenderer

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NOTICE INVITING TENDER

Temple Trust Mata Shri Chintpurni Ji, invites sealed tender(s) for appointment for lease of Space for Food Court and Restaurant only (VEG SERVINGS ONLY) for WOW MART, at Mubarikpur Chowk as per the tender document. The bidder shall provide the required items to, and the items should be available all the time at a reasonable or fixed price, best quality and right quantity. The tender document can be downloaded from the website at URL Link:http://www.matashrichintpurni.com or may be obtained from Office Of Temple Officer Mata Shri Chintpurni Ji against submission of cash/ bank draft **Rs. 500/-** (Non refundable) of any commercial bank in the name of the Temple Officer payable at Chintpurni Ji .The Tender document may also be downloaded from the official website of Temple . www.matashrichintpurni.com and Tender document charges should be sent in the form of bank draft of **Rs. 500/-** (Non refundable) of any scheduled bank in the name of the Temple Officer. Temple Chintpurni payable at Chintpurni, Ji along with Earnest Money Deposit **(EMD)** of **Rs. 150000/-(rupees one lakh fifty thousand rupees only)-** in the form of **DD** in Favor of Temple Officer Temple Trust Mata Shri Chintpurni Ji **payable at Chintpurni** otherwise application shall not be considered. The Tender document/ form are not transferable .Tender document may be obtained with effect from **06/09/2024**. The Tender with particulars and enclosures must reach the Office Of Temple Officer Mata Shri Chintpurni. Ji up to **04:00 pm** . on **26/09/24**. The Tender would be opened on **27-09-2024 at 11:00 a.m.** . The Tenderers or their authorized representatives, if so desire, may attend the opening of the tender in the Conference Hall Baba Mai Dass Sadan Chintpurni Ji on the date and time mentioned above. Temple shall not be responsible for any postal delay. In case the date for opening of the tender is declared a holiday the tender will be opened on the next working day at the same place and time. Tender received after the last date and time will be rejected .Tender not accompanied by documentary proof of the adequate experience and EMD shall be summarily rejected .The Temple Officer Chintpurni reserves the right to accept or reject any or all the tender without assigning any reason thereof. **The tenderor will give preference to the the members of SHG while appointing Manpower.**

Minimum Reserve price for the above Premises is 24000=00 (Twenty Four Thousand Rupees Per Month Only)

Note :- All subsequent corrigendum/amendment shall be published only on website and not in press. Hence, Tenderers are advised to always be in touch with our said website until the Tender is finally opened.

Temple Officer

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Section-A

1. Scope

Temple Trust Mata Shri Chintpurni Ji, invites sealed tender(s) for appointment for lease of Space for Food Court and Restaurant only (as Annexure-I) for WOW MART, at Mubarikpur Chowk as per the tender document. The bidder shall provide the required items to, and the items should be available all the time at a reasonable or fixed price, best quality and right quantity. The tender document can be downloaded from the website at URL Link:http://www.matashrichintpurni.com

Eligibility Criteria:-

2. All the Bidders / Agencies / Shopkeepers must fulfill the following eligibility criteria and submit the documents and the declarations (duly self-attested) in support of their claim along with the Bid. The bids those are not meeting the Eligibility Criteria stated below and not accompanied with the requisite documents/EMD shall be treated as incomplete hence be rejected.

a. The Applicant/Tenderer should be a native of India;
b. The age of Applicant/Tenderer should be in between 18 years to 60 years on the last date of submission of tender;
c. The bidders shall submit details of experience in running a Food Court/Restaurant/Hotel or related field at least for a period of minimum five years before the date of tender along with documentary proof;
d. Quality certificate or any other certificates / license as applicable may be submitted;
e. Bidder should not be black listed/debarred by the Institute or any other agency for a period of one year from the last date of submission of this tender. Declaration regarding blacklisting/debarring (As per Annexure IV)

f. Interested bidder should be registered with The Food Safety and Standards Authority of India/state Govt/or submit self declaration that he will submit FSSAI licence within 30 days or before starting of restaurant.
(FSSAI).

a. The bidder must be registered with ESI/PF authorities. or submit self declaration that he will submit registration certificate within 30 days or before starting of restaurant.
(FSSAI).
b. The Agency/Firm/Bidder is required to submit a self-attested copy of PAN/TAN/TIN certificates wherever applicable;

The bidder should not have ongoing police case/vigilance enquiry/criminal case against the him or his Partners /proprietor / Director of the company and he/she has never been convicted or punished by any Hon'ble Court of law.

Selection of Vendor :-

b. Amendment of Tender Document

At any time prior to the deadline for submission of proposals, CTT may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer modify the Tender Document by issuing an addendum/corrigendum .Any Addendum/corrigendum thus issued shall become a part of the Tender Document and will also be posted on the website of the Institute. To provide reasonable time to the prospective Tenderers to take an addendum into account while preparing their proposals, the deadline for submission of proposals may be extended, at the discretion of the Committee, if required.

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Section-B

1.Submission of Tender:

1. Tenderers are advised to inspect and examine the site and the probable business turnover and satisfy themselves before submitting their tenders.

2. The Tenders are to be submitted as per two bid system i.e.- **Technical Bid and Financial Bid.** The technical bid should contain the papers to fulfil all the eligibility criteria, certificate of experience, satisfactory performance certificate, undertakings as per instructions. Financial Bid should contain the rates quoted for the **yearly concession** fee payable to Temple Officer Chintpurni for leasing out of WOW MART as per instructions given in the tender document. Both the bids should be submitted in two separate sealed envelopes super scribed as "Technical Bid for appointment for **lease of Space for Food Court and Restaurant only (VEG SERVINGS ONLY) for WOW MART, at Mubarikpur Chowk**' and "Financial Bid for **Leasing Out Of Space For Food Court And Restaurant at WOW MART Mubarikpur Chowk**". Both sealed envelopes should be put in a third sealed envelope and should be superscribed " **Tender for Leasing Out Of Space For Food Court And Restaurant at WOW MART Mubarikpur Chowk "** Sealed tenders **are** to be addressed to the **Temple Officer Chintpurni.** The completely filled Tender should be dropped in the tender box kept in the office of the Temple Officer by the stipulated date and time or **sent through Regd. Post to**

Temple Officer
Temple Trust Mata Shri Chintpurni Ji
Post Office Chintpurni Ji
The. Amb Distt. Una H.P. 177110

No tender submitted or received after the closing date and time will be considered.

3. The Technical Bid should be accompanied by an Earnest Money Deposit (EMD) of **Rs. 150000/- /-(rupees one lakh fifty thousand rupees only))** in the form of Demand Draft from any commercial bank drawn in favor of **Temple Officer Chintpurni** payble at Chintpurni. As well as the bidder should enclose DD of **Rs. 500/-**for the tender document cost if downloaded from Temple Officer Chintpurni website or cash receipt of **Rs.500/-**submitted to Temple Officer Chintpurni Accounts Department for the tender documents charges. The tender document cost is Non refundable. In the absence of EMD & Money receipt for Tender document the tender shall be summarily rejected. The earnest money shall be refunded to the unsuccessful tenderer after finalization of the contract. It shall be refunded to the successful tenderer on receipt of the performance security deposit. No interest is payable on the EMD.

4. Tenders in the name of the Minors or on behalf of the Minors will be rejected, duly forfeiting the EMD.

5. In case of Firms /Companies/Institutes etc., the authorized representative can submit the tender application along with authorization letter.

6. The tender form, duly filled in, along with the Demand Draft in original towards the EMD amount should be enclosed together with the form of Terms and Conditions with signatures on each page and any other supporting certificates shall be kept in a cover, the Shop/ Nature of Business, Name and Address of the tenderer shall be indicated.

7. The tenders received after the stipulated date and time will not be accepted. Tenders will be opened by the Committee. The tenderers or their authorized representative (only one)may present while opening the sealed covers.

8 .The Tender forms not accompanied by the Demand Draft/Banker's Cheque in original from Nationalized Banks towards the requisite EMD, incomplete filled in Tender forms and unsigned Terms & Conditions will be rejected.

a. Tender forms with any pre-conditions or additional conditions other than the conditions prescribed and supplied by the Institute/Licensor will summarily be rejected at the time of opening of Tenders.

b. The Tenderer shall sign on each page of Tender form duly enclosing the requisite EMD be kept in sealed cover. Stating tender for leasing out Space for Food Court/Restaurant in Bold and Capital letters shall be written on top of the sealed cover. The sealed cover shall be dropped in the Tender Box kept in the Office Of Temple Officer Temple Officer Temple Trust Mata Shri Chintpurni Ji by the tenderer. .

c. The Tender forms not accompanied by the Demand Draft/Banker's Cheque in original from Nationalized Banks towards the requisite EMD, incomplete filled in Tender forms and

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unsigned Terms & Conditions will be rejected.

3. **Earnest Money Deposit (EMD):**

a. The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 150000=00/- /-**(rupees one lakh fifty thousand only)** which is refundable by way of demand draft only.

b. The demand drafts shall be drawn in favour of "Temple Officer Mata Shri Chintpurni Ji" payable at Chintpurni .

c. The EMD amount will not carry any interest.

d. EMD is not exempted to any Organizations/ Institutions/ Communities etc., Society/ Voluntary entities.

e. The Earnest Money Deposit of the tenderer, whose tender has been accepted, will be returned on the submission of the performance security, and for unsuccessful bidder(s) it would be returned after award of the contract.

f. Earnest money deposit of the successful tenderer shall be forfeited, if it refuses or neglects to execute the order or fails to furnish the required performance security within the time frame as specified by the Institute.

g. After the award of the contract to the successful tenderer, the earnest money deposit of the unsuccessful tenderer(s) will be refunded within 30 days.

h. Institute reserves the right to reject any one or all the Tenders received without assigning any reason. No correspondence in respect of the decisions arrived by the tender committee will be entertained.

4. **Opening of Tenders** The Tenders will be opened on **27-09-2024** at Conference Hall Baba Shri Mai Dass Sadan Chintpurni ji . The Tenderer or any of its authorized representative holding authorization letter who wish to be present at the time of opening of tenders, can attend the tenders. In case of date of opening of tender is declared holiday, then the date of opening will be the next working day.

5. **All the Technical Bid will be scrutinized, by the evaluation committee constituted by the Commissioner Temple –Cum- DC Una to check all relevant documents for their authenticity and the Tenderer whose Technical tenders are accepted will be informed about the date and time for opening the Financial Bids.After Opening of Financial Bid the Process of Auction will be initiated.**

6. Forward Auction:-

Temple Trust shall be resorting to Forward Auction (FA) for this tender. FA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for FA. In case any bidder(s) do(es) not participate in Forward Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

7. Intent:-

8. **To derive maximum benefit in achieving highest income for Temple Trust through competitive bidding.**

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9. Start Price:-

10. Start price for FA shall be highest of sealed envelope price bid.

11. Note: Wherever more than one highest sealed envelope price bids are identical, the start price shall be declared by increasing the highest sealed envelope price bid by maximum of one increment.

12. Forward Auction Process :-

Forward Auction will be conducted if two or more bidders are techno-commercially qualified. In case of two or three qualified bidders, there shall be no elimination of L1 bidder (whose quote is lowest in sealed envelope price bid). In case of four qualified bidders, the L1 bidder shall be eliminated whereas in case of five qualified bidders, L1 & L2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, FA would be conducted amongst first 50% of the bidders arranged in the order of prices from highest to lowest. Number of bidders eligible for participating in FA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then FA will be conducted amongst four bidders).

The Start price for FA shall be highest of sealed envelope price bid. (Note: Wherever more than one highest sealed envelope price bids are identical, the start price shall be declared by increasing the highest sealed envelope price bid by maximum of one increment@ 20,000/- Rupees Twenty Thousand only.)

If the start price is higher than the highest sealed envelope price bid, on acceptance of such start price by any bidder this bid would be indicated as current H1 for further bidding. However, if no bidder accepts the start price, FA shall be treated as cancelled for the respective line item(s) and the tender shall be processed accordingly.

In case of no further bidding, FA will be deemed to have been successful with current H1 bidder. Once the FA is done, the ranking status would be based on the last quoted price of the bidder(s) irrespective of the quote received in sealed envelope price bid.

No bidder shall be allowed to increase its bid above the current H1 by more than 5 increments at one go

Procedure of Forward Auctioning:

Price bids of all techno-commercially qualified bidders shall be opened.

13. Forward Auction: The 'bid increment' will be @20,000 rupees.

14. The highest bidder in sealed envelope price bid shall be shown as current H1 and

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no acceptance of that price is required.

15. **Bidders by offering a minimum bid increment or the multiples thereof can displace a standing highest bid and become "H1" and this continues as an iterative process. However, no bidder shall be allowed to increase its bid above the current H1 by more than 5 increments at one go.**

16. **After the completion of the Forward auction, the Closing Price shall be available for further processing.**

17. **Allotment of Contract** As per the recommendations of the Committee, the contract will be allotted tothe successful tenderer. The successful tenderer shall enter into an agreement for running the Food Court and Restaurant for which he/she emerged as successful tenderer within 15 days from the date of issue of allotment letter.

18. **Term/Period of Contract** The minimum lease period is for 3 years which is extendable upto 5 years . The Annual Contract amount will increase @10% of Licence Fees after expiry of First year of contract.

19. **License Period/Minimum Period of Doing Business:**
    a. The License period of Food Court and Restaurant shall be for maximum for five years only.
    b. The licensee shall have to run the business for a minimum period of three (3) years in respect of Food Court and Restaurant from the date of entering agreement. If the Licensee desires to vacate the premises for whatsoever reasons before completion of license period of (3) years, the licensee has to pay the balance amount which falls short of the amount equivalent to (1) One Year licensefee.
    c. **The license fee shall be increased by 10 percent (%) annually after one years.**

20. The successful tenderer/allottee shall enter into deed of license for three years or as the case maybe and commence the business within fifteen (15) days from the date of receipt of allotment letter on non-judicial stamp paper worth Rs.500/-, which has to be produced by the allottee /tenderer. If the allottee fails to enter into deed of license and commence the business within fifteen (15) days from the date of payment of security deposit, the Security Deposit and three months advance license fee is liable for forfeiture.

21. **Payment of License Fee**: The licensee shall have to pay monthly license fee in advance for three months. In case of belated payment of quartly license fee, electricity and water charges penalty @ 9% per annum of the amount due shall be imposed .

22. **Security Deposit/Performance Guarantee**
    a. The successful tenderer shall deposit the performance security in the form of Fixed Deposit Receipt (FDR)/irrevocable bank guarantee in the prescribed format issued by any Nationalized /Scheduled Bank, for an amount of Rs. 2,50,000/- in favour of "Temple officer Mata Shri Chintpurni Ji and it will be kept valid for a period of 60 days beyond the date of completion of contract period, and security deposit of equivalent to three months advance license fee within 15days from the date of allotment order.
    b. The security deposit shall not carry any interest.
    c. The Security deposit is refundable only after completion of license period.
    d. Security deposit will not be adjusted towards the license fee payable by the licensee during the license period.
    e. The security deposit of licensee of Food Court and Restaurant shall be refunded only after **removal/dismantling Temporary additional structures, constructed by them for their use, if any with prior Approval of Commissioner Temple.**.
    f. In case the licensees vacate the premises without dismantling /removing the temporary additional structures the cost of dismantling /removing the additional structures shall be adjusted out of the security deposit/FDR/irrevocable bank guarantee and the balance shall be refunded.
    g. The Security deposit is liable for forfeiture in the event of failure by the licensee to pay the

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license
fee or termination of license or for breach of any condition/conditions of license.

23. Termination of Contract

24. Termination of License duly forfeiting the Security Deposit/Performance Guarantee in the eventof:

a. The licensor is at liberty to terminate the license with three months' notice, withoutassigning any reasons.

b. The licensee fails to give (3) three months advance notice to the Temple Trust for termination of license, after completion of Nine (9) months period in case of Shops from the day of enter into an agreement.

c. The licensee defaults in payment of license fee for three months consecutively or three times in calendar year, the license can be terminated and the security deposit will be forfeited.

d. The licensee fails to do the business in the stall for a period of (90) Ninety day (for which the license is granted) for what so ever reasons, non-payment of Security Deposit and enter into an agreement in the stipulated period.

25. The licensor shall have the right to terminate the license (contract) if in his opinion the quality of
goods/services sold is not up to the standard/satisfactory besides forfeiting the security deposit.

Section-D

26. Specific Terms and Conditions:

a. The successful bidder/lessee shall ensure that the customers are charged reasonable rate for the products as fixed in consultation with Temple Trust in this regard. The Temple Authorities may verify the price of the selling items time to time. In case of any discrimination, penalty may be imposed and administrative action can be taken.

b. After 3 years contract will be extended annually for maximum period of 5 years only after reviewing by the Committee.

c. The area of the allotted space for Food Court and Restaurant will be approx. 255 square mtr..

d. The minimum Reserve price for **24000=00 (Twenty Four Thousand Rupees Only).**

e. **Electricity & Water Charges:** The Electricity and Water Charges shall be paid as per the meter reading or as per the tariff as decided by Govt in accordance with the instructions issued from time to time.

f. The CTT will have right to see the quality, market price, and reasonability of the items.

g. Encouraged to install swiping machines for convenience in payments for the goods delivered.

h. No subletting of work/space will be allowed at any stage.

i. The successful bidder/lessee shall engage sufficient no. of staff, which is considered appropriate for serving the persons occupying the premises..

j. The material used for preparing items shall be of standard quality.

k. The successful bidder/lessee has to ensure that the food court/ restaurant staff serving in the said complex are well mannered and are in proper uniform.

l. The successful bidder/lessee shall ensure that they provide best and standered services to the customers

m. The successful bidder/lessee shall arrange utensils, cutlery and crockery and other equipment/items/ furniture required to run the food court at his own cost.

n. The successful bidder/ lessee will have proper valid license from concerned/ prescribed authorities to prepare & serve the food items and shall comply with all norms & guidelines of the statutory Authorities in this regards. The successful bidder/lessee shall be sole responsible for any consequence arising out due to Non-compliance of any guidelines of the

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concerned statutoryauthority and the Institute shall be in no way responsible for the same.

o. The licensee must ensure that preparation and serving of only veg items to be done

p. The successful bidder/lessee shall ensure that the customers are charged reasonable rate for the products as fixed in consultation with Temple Trust in this regard. The Temple Authorities may verify the price of the selling items time to time. In case of any discrimination, penalty may be imposed and administrative action can be taken.

q. After 3 years contract will be extended annually for maximum period of 5 years only afte reviewing by the Committee.

r. The area of the allotted space for Food Court and Restaurant will be approx. 255 square feet.

s. The minimum Reserve price for 24000=00.

27. The successful Tenderer will be allowed to commence the business upon the satisfaction other formalities like payment of security deposit, execution of agreement (Deed of License)failing which EMD/SD/PG paid will be forfeited besides canceling the license.

28. **Change of Nature of Business:-** The licensee has to do the same business which is mentioned in the tender notification and for which license is issued. If the licensee is found doing business in the allotted area other than the stipulated in the deed of license, the license is liable for termination duly forfeiting the Security Deposit/Performance Guarantee.

29. In the event of death of licensee, the license shall come to an end. However, the licensor may permit the Legal Heir of the licensee to run the business on the same Terms & Conditions forthe remaining period of license on execution of fresh deed of license by such Heir.

30. The shop or premises will be given "as is where is condition" to the successful licensee. Any modifications, changes, alterations, repairs, if any required shall be undertaken by the licensee at his own cost with the prior permission of the Commissioner Temple. and as per the drawings approved TCP . The successful bidder shall maintain the areas in neat and tidy manner at all the times and will be the property of the Temple Trust..

i. Confinement to the Area of Shops:

a. The licensee has to perform the business by confining to the extent of Space, allotted as mentioned in the tender notification or as recorded in the deed of license. There should not be any encroachment of platforms, area of other space by licensee, under any circumstances.

b. If the licensee encroaches the platforms, area meant for passengers movement or area of National Highway or open space, the licensee is liable for payment of penalty. If the licensee is habituated for encroachment, liable for termination by serving a notice.

c. Bio waste management should be in a proper way by following the waste management policy of the Institute. The premises and surroundings of the space shall be kept clean and tidy condition by keeping dustbins at appropriate places and are subject to inspection by the officials of the licensor and the Municipal Authorities. Non compliance will attract imposing of penalty up to Rs.1000/- on each occasion. Plastic Bags will be totally prohibited inside the Campus.

d. A "Suggestions & Complaints" book at his establishment which shall be made available to the public on demand immediately. Any suggestions or complaints are made by the public; it is the responsibility of the licensee to bring it to the notice of the licensor. The said book shall be produced to inspecting officials. The "Suggestions & Complaints" recorded in the suggestions & complaints book be scrupulously followed and failure to follow will lead to levy of penalty or termination of agreement of forfeiture of security deposit at the discretion of the Institute.

e. The licensee has to undertake white washing / painting of the space provided once in a year at his own cost.

f. On the expiry of the period of the license or on its termination, as the case may be, the licensee shall deliver vacant possession of the premises intact, to the licensor at 17.00 hrs.on the last day of contract.

g. In the event of the Licensee fails to deliver vacant possession of the shop/premises to

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thelicensor, the licensor shall have right to take possession of the premises by putting his own lock and key to the said premises. The articles, if any, left by the licensee, will be kept in public auction on the next day of taking over the premises by the licensor.

h. Licensee shall ensure that fire detection and suppression measures installed inside the premises are kept in good working condition at all times, and also ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires.

ii. Manpower deployment:-

Note:- The tenderor will give prefrernce to the the members of SHG while appointing Manpower

a. The licensee has to pay amounts, in case of any accident to the personnel employed by them during the business time. The licensee is alone for liable workmen's compensation and any other statutory dues and Institute is not liable for payment of any such amount.

b. The personnel's employed by the successful bidder/lessee will be employees of the successful bidder/lessee and the Institute shall have nothing to do with their employment. Institute will not be responsible for any injury to the personnel's engaged by the successful bidder/lessee. The Institute shall have the rights to ask for the removal of any person of the successful bidder/lessee who is not considered to be competent andorderly in the discharge of his duties.

c. The successful bidder/ lessee shall comply with all prevailing labour laws/ Municipal laws & statutory requirement of other Central/ State Government organizations. In case on non-adherence of any laws/ regulations of the statutory bodies, the successful bidder/lessee will be fully responsible for the consequences arising out of non adherence.The Institute in no way will be responsible for the same.

iii. Taxes:

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

iv. All the above terms and conditions will form part of agreement. The licensee will have to be bound by these conditions in addition to any other conditions prescribed by the Institute.

v. All notices, consents, sanctions directions and approval referred to in this agreement or otherwise shall be given by the licensor to the licensee in writing.

vi. Failure to deliver vacant possession by the Licensee to the licensor, shall entitle the Licensorto forfeit the Security deposit/Performance Guarantee.

vii. In the event of any damages caused to the shop premises or property of the Licensor by the Licensee or his representatives, agents or servants during the subsistence of licensee period, the licensee shall make good to the Licensor shall have right to recover the said sum from theSecurity Deposit of the licensee.

viii. No accommodation shall be provided to shopkeeper or their employee in the campus. Likewise, no person related to shop, will be allowed to stay in the campus after closing of shop.

ix. During the agreement period, the licensor is at liberty to alter /modify /add/delete in the condition(s) of the agreement in the interest of the Institute.

x. Prohibitions:

a. No licensee should sell any prohibited items by the Institute or by the Government or anyenforcing agencies. They shall adhere to the code of the conduct laid down by the Institute from time to time. The licence agreement can be terminated at any point of timewithout assigning any reasons including violation of contractual obligations.

b. Since the consumption of Alcohol & smoking is prohibited in the Institute Premises, the successful bidder/lessee shall not sell Liquor and tobacco products or allow

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consumptionthereof by any person in the food-court area leased out to him.

c. **Use of polythene:** All the shopkeepers shall submit an undertaking for not using the polythene covers which are banned by the State / Central Governments or any other agency.
d. No child labourer shall be employed for servicing as per law.
e. The licensee shall not exhibit or permit any advertisement in the shop, except the same and style of his/her business, and the cutout/poster/hording should not be obscene. In case of misbehavior, assault on person / employees Institute, any act or comment tarnishing the image of Institute by the licensee or his representative /workers lead to impose penalty or termination of contract duly forfeiting the Security Deposit amount.
f. **Sub Shops/Outlets:** Permission shall not be accorded to any licensee to open sub shop/Outlets under any circumstances for whatsoever reasons.

xi. The operation of the Food Court and Restaurant timings shall be as directions of the Committee.

xii. Institute reserves the right to accept or reject the any tender of Food Court and Restaurant at the sole discretion Institute without assigning any reasons thereof.

31. Penalty Provision:

3.1 In the opinion of the licensor, if the licensee falls to execute the license for the terms mutually agreed and enter in the agreement/contract between the licensor and the licensee to satisfactionof the licensor, the Institute (licensor) has the right to take the following actions.
3.2 Imposition of fine for breach of contract by authorized officer of the Institute.
3.3 Forfeiture of Security Deposit and Performance Guarantee either partly or fully.
3.4 Termination of license by giving one month's notice.
3.5 Termination of contract with the above due notice and also simultaneous forfeiture of security deposit.
3.6 In the event of any statutory authorities imposes any punishment or fines etc., and if the Institute is made a party in such penal action the Institute has got the authority to keep security deposit etc., with it until it is proved to the satisfaction of the Institute that such penal actions are ceased.Such penal actions may be a reason for termination of Contract.

32. Dispute Redressal &Applicable Law:

4.1 In all disputes and doubts or interpretation of the clauses or conditions applicable to the license
or otherwise, the decision of the Institute shall be final and binding on the licensee.
4.2 The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings/processing. Any disputes are subject to exclusive jurisdiction of CompetentCourt and Forum in Jodhpur, Rajasthan, India only.
4.3 The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act 1996 and the venue of arbitration shall be at Jodhpur. The decision of the Arbitrator shall be final and binding on both the partied.

4.4 Force Majeure:

Any delay due to Force Majeure will not be attributable to the Vendor. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Vendor or its employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services of the

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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 acontinuous period of 7 (seven) days.

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ANNEXURE – I

XI. FINANCIAL BID
FOR LEASING OUT OF WOW MART AT MUBARIKPUR THE. AMB DISTT UNA H.P.

Sl. No	Name of Service	Monthly contract amount to be paid by contractor to Temple Trust
(a)	(b)	(c)
1	Leasing Out of Space For Food Court And Restaurant At WOW MART Mubarikpur The Amb Distt. Una H.P	Amount in Rs ..... Amount in words ....

Note :

1. It is to be noted that the contractor shall make the payment of it's workers deployed on sites in compliance with the Minimum Wages Act of H.P. Govt. rates applicable at UNA. ESI, EPF and all other statutory labour laws.

2. The Contractor shall deposit the annual Contract amount quarterly to the temple officer in start of each quarter.(IN ADVANCE)

3. **Above quoted rates are excluding GST and GST as per norms will be paid extra.**

I/we also declare that, I/we will abide by all the rules and regulation of Temple Trust. If awarded the Tender I/we are also aware that the Temple Officer of the Temple reserves his right to cancel our Tender in part or full without assigning any reason, what so ever, and for the same, I/we will have no right to challenge the same in any court of law.

Signature of Authorized Person

Date : **Full Name:**

Place : **Company's Seal:**

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ANNEXURE II

Application Form

For .....

To

Temple Officer
Temple Trust Mata Shri Chintpurni Ji
Teh. Amb Distt. Una

Dear Sir,

This is in reference to Tender Notification No..... dated.....regarding Leasing out Space for Food Court and Restaurant at WOW MART Mubarikpur Chowk Una.. I, hereby submit Tender in the prescribed format. I have read all the *Terms and Conditions* supplied along with the Tender Form thoroughly and understood the full content. Further, I hereby agree to abide by the Terms and Conditions stipulated by the TEMPLE TRUST MATA SHRI CHINTPURNI JI from time to time during the operation of my business on awarding the License for the same.

Thank you.

Yours faithfully

Signature of the Applicant

Full Name: _____

Permanent Address: _____

_____

_____

Mobile Phone No: _____

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TEMPLE TRUST MATA SHRI CHINTPURNI JI

ANNEXURE III

Applicant Information Sheet

1. Name of the Applicant: _____

2. Father's Name of Applicant: _____

3. Nature of Current Business : _____

4. Age of the Tenderer : _____

5. EMD Particulars:

DD Amount : Rs._____ DD No. : _____

Date : _____ Bank Details : _____

5. Full Address of Applicant: _____

Pan Card No. : _____

Signature of the Applicant

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TEMPLE TRUST MATA SHRI CHINTPURNI JI

ANNEXURE IV

DECLARATION REGARDING BLACKLISTING/DEBARRING FOR TAKING PART IN TENDER

I / We

_____ hereby declare that the firm/company namely M/s._____ has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India.

In case the above information found false I/we are fully aware that the tender/ contract will be rejected/cancelled by Commissioner Temple of Temple Trust Mata Shri Chintpurni Ji , and EMD/ Performance Security shall be forfeited.

In addition to the above TTC/ Temple Authorities will not be responsible to pay the bills for any completed/ partially completed work.

DEPONENT

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ANNEXURE -D

X. CHECKLIST OF DOCUMENTS TO BE SUBMITTED WITH THE TENDER

Conform the enclosure of all the below documents without which tenderer may not be eligible to participate the tenderer.

Sl. No.	Description	Detail	Page
1	Name of Firm		
2	(A) Local address		
	(B) Permanent address (Please mention tel no. Email, fax no.		
3	Self Attested copy of PAN Card. Self Attested copy of GST Number.	Yes/No. Yes/No	
4	ESI Registration Certificate copy, or if not available an undertaking is to be submitted on behalf of the agency that it will submit the same **within 30 days. Or before starting of Restaurant.**	Yes/No.	
5	EPF Registration Certificate copy, or if not available an undertaking is to be submitted on behalf of the agency that it will submit the same **within 30 days. Or before starting of Restaurant..**	Yes/No.	
6	Attested/ valid Documents in support of credentials of similar nature of work experience.	Yes/No.	
7	Earnest money-in shape of **Bank Draft Rs. 150000 (Rs. One lakh fifty Thousand rupees only)** Date of issue Issuing bank Bank Draft No.	Yes/No.	
8	An undertaking on Annexure iv that the Tenderer has never been blacklisted.	Yes/No.	
9	An undertaking on agency letter head that there is no ongoing police case / vigilance enquiry/criminal case against the Tenderer or his Partners / proprietor / Director of the company and he/she has never been convicted or punished by any Hon'ble Court of law.	Yes/No.	
10	Tender form with complete tenchnical bid & financial bid, with all the pages serially number, sign and stamped on each page.	Yes/No.	

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