

**NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION & RESEARCH (NIPER),
SECTOR 67, S. A. S. NAGAR (MOHALI) PUNJAB – 160062**

www.niper.gov.in

NON TRANSFERABLE

2 INVITATION OF BIDS FOR LETTING OUT FOUR SHOPS

Sealed tenders in two bid systems are hereby invited from interested parties having sound financial credentials for letting out four shops in the NIPER, Mohali campus:

The tender document can be downloaded from the institute's website and the tender fee may be paid along with technical bid in the shape of DD / BC only (in favour of the Director, NIPER, Mohali payable at Chandigarh / Mohali) while submitting the bids failing which the tender will be rejected.

The eligible firms in line are requested to offer their most competitive & realistic rates as per the Price Bid. For eligibility criteria, detailed terms, general and special conditions of contract please refer to the tender document. You are requested to submit the sealed quotations superscribed on the envelope as: **"TENDERS FOR SHOP AT NIPER, MOHALI"** latest by 3.00PM on 27.02.2017.

Following schedule is proposed for the tendering process which is tentative. However, any change with regard to date & time will be published only on the institute's website www.niper.gov.in

A.	Date of availability of tender on NIPER Website	28.01.2017
B.	Last date of receipt of tenders	27.02.2017 upto 3.00 pm
C.	Date of Opening of Technical Bids	27.02.2017 upto 3.30 pm
D.	Date of Opening of Financial Bids	To be communicated later through e-mail / NIPER website.

We look forward to receiving your quotations and thank you for your interest in this proposal.

(REGISTRAR)

ABOUT NIPER, Mohali

National Institute of Pharmaceutical Education and Research (NIPER), Mohali, Punjab is an autonomous body set up under the aegis of Department of Pharmaceuticals, Ministry of Chemicals and Fertilizers, Government of India. The Government of India has declared NIPER, Mohali Punjab as an 'Institute of National Importance' by an act of parliament. National Institute of Pharmaceutical Education and Research (NIPER) is the first national level institute in pharmaceutical sciences with a proclaimed objective of becoming a centre of excellence of advanced studies and research in pharmaceutical sciences. Current tenders are invited for letting out four shops (Grocery Shop, Stationery & Communication Shop, Dry Cleaner Cum Tailor Shop and Saloon – (Ladies/Gents both). The aforesaid shops measuring 10.04 sqm each. These shops are exclusively for specific purpose to cater to the needs of the residents of NIPER having about 150 staff quarters and 700 students.

Eligibility Criteria

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 Techno commercial Bid. The bids those are not meeting the Eligibility Criteria stated below and not accompanied with the requisite documents shall be treated as non-responsive hence be rejected; and, their corresponding financial bids shall also not be opened.

1. ID Proof/Aadhaar Card of the Applicant along with copy of the ration Card.
2. EMD for Rs. 15000/- for each shop quote.
3. Applicant must have experience of similar work in an educational institute / government organization / other large organization of repute for at least three years that are having strength of at least 500 employees / students.
4. Applicant must have a valid PAN.
5. Applicant must have sound financial credentials.
6. Copy of entire tender document must be numbered page-wise and duly self-attested and stamped on each page as a token of acceptance of our terms & conditions.
7. The Bank Mandate form in the prescribed format must be submitted with the techno commercial bid for any kind of financial transaction.(Annex B)
8. Guarantor Details

Note: Compliance sheet should be duly filled and signed.

FACILITIES TO BE PROVIDED BY THE INSTITUTE

1. Space/ Area for establishment of shop shall be provided by the Institute. The space/ Area will be provided on lease /rent basis.
2. The required water and electricity will be provided by the Institute on payment basis. Electricity & Water Bill rates will be as per the existing tariff based on the actual consumption.

SCOPE OF THE WORK

1. The bidders shall provide the required goods / services to the Institute. The goods / services should be available at a reasonable price and right quantity. The quality of the goods / Services should be of high standard and branded.

2. The price of the goods / services should be comparable to the competitive market price.
3. The price of the goods / services shouldn't exceed the MRP.
4. All the shops should remain open as per the schedule specified by NIPER, Mohali.

GENERAL TERMS AND CONDITIONS

1. Tender should invariably be submitted in “**Two Bid**” system containing two parts as detailed below, in separate sealed envelopes, duly page numbered and indexed along with self attestation on each page;

Bid – I: Technical Bid in one sealed cover / 1st envelope; containing Demand Draft of Earnest Money Deposit, relevant documents in support of eligibility criteria as mentioned in our tender document; terms and conditions (tender document) each page duly signed.

Bid – II: Price Bid / Financial Bid in separate sealed cover / 2nd envelope containing quote for rent of the shop.

Both the sealed envelopes (Bid-I and Bid-II) should be addressed to the Director, National Institute of Pharmaceutical Education and Research (NIPER), Sector 67, SAS Nagar (Mohali), superscribed as “**TECHNICAL BID**” and “**FINANCIAL BID**” respectively and both these should be sealed in bigger outer envelope on which “**TENDER FOR SHOP AT NIPER, MOHALI**” should be superscribed. This may be sent preferably by **SPEED POST / REGISTERED POST** so as to reach NIPER Mohali on or before **27.02.2017** up to 3.00 PM. However, NIPER, Mohali shall not be responsible for any postal delay under any circumstances & bids received after stipulated date & time shall be straightaway rejected. The technical bids shall be opened on the same day at 3.30 PM in the conference room of NIPER Mohali. The bids will be opened in the presence of concerned tenderers / representatives who may wish to be present. The representatives attending the opening of technical bids must be having authority letter issued by the respective bidders and valid identity proof.

2. The tenderer is being permitted to tender in consideration of the stipulation on his / her part that after submitting his / her tender, he / she will not refuse his / her offer or modify the terms & conditions thereof. Should the tenderer fail to observe and comply the foregoing stipulations, the earnest money will be forfeited by the Institute. In the event of the offer made by the tenderer is not being accepted, the EMD shall be refunded to him in the manner prescribed by the institute.
3. EMD of Rs. 15,000/- and Tender Document Fee of Rs. 500/- as mentioned above should be in form of Demand Draft / Banker's Cheque only in favour of the Director, NIPER, Mohali payable at Mohali / Chandigarh. Tenders without proper Earnest Money Deposit with validity less than three months shall be straightaway rejected.
4. Successful tenderer will be initially granted contract for one year. Thereafter, it may be extended for further period(s) as may be necessary on same terms & conditions but with annual upward revision of licence fee (shop rent) by 10% (0.50 rupees or less to be ignored and more than 0.50 rupees to be rounded off to next higher rupee). However, in any case the total term of contract shall not exceed three years in all.
5. In addition to the rent for shop as quoted and approved, the licensee has to pay electricity charges as per sub-meter.

6. The successful tenderer shall have to deposit security amount of Rs. 40,000/- per shop in the shape of DD / FDR duly pledged in favour of the Director, NIPER, Mohali valid for a period of fifteen months. The EMD may be adjusted towards Security Deposit.
7. Security money of Rs. 40,000/- (Rupees Forty Thousand only) will be refunded after successful completion of the contract and after issue of no dues certificate to the effect that licensee has cleared all dues in respect of electricity, licence fee or any other charges and handed over the Shops institute without any damage.
8. The successful tenderer shall have to submit an undertaking as per Annexure – A which will become part of the agreement. On acceptance of the tender, licensee has to enter into this agreement with NIPER within 15 days of issue of acceptance letter.
9. The tender document shall be legibly filled in. The rates quoted by the firm should be written in figures as well as in words. Any alteration, overwriting etc. shall be duly attested by the tenderer. In case the quoted amount as written in words and as in figures do not tally, the rates written in words shall be treated as final quoted rates.
10. The tenderer shall take care in filling the financial bid as quoted in a manner that interpolation is not possible. The whole tender form / document including the notice shall be submitted while quoting rates. No paper / note shall be detached, failing which the tender shall be rejected.
11. The licensee shall not create a sub-contract of any description with regards to the contract or any part thereof nor shall assign or transfer his contract or any part thereof in any manner.
12. The personnel engaged by the agency for this contract will not be employees of the NIPER, Mohali and there will be no employer – employee relationship between the NIPER, Mohali and the personnel so engaged by the licensee. Nor they will have any right to claim for any temporary or permanent position in the institute.
13. The licensee shall use the allotted space only for the purpose indicated under the contract and for no other purpose whatsoever.
14. The licensee shall indemnify NIPER from / against any claims made or damages suffered by NIPER by reason of any default on the part of the licensee in the due observance and performance of the provision of any law which may be related to the purpose of this contract and to the area in which the premises are located. The Licensee shall pay all cost for damages and expenses in regard to any damages caused to the premises structurally or otherwise and in this regard the decision of the Director, NIPER shall be final and the NIPER is entitled to deduct such amount from the security deposited by the licensee.
15. The licensee will discharge all the legal obligations of its employees in respect of their wages and other service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time viz. statutory obligations under the Contract Labour (Regulation & Abolition) Act, 1970; Minimum Wages Act 1948; Workmen's Compensation Act 1923; EPF & MP Act 1952; ESI Act, 1948, Industrial Disputes Act, 1947, etc. The contracting agency will indemnify and keep indemnified the NIPER, Mohali from any claim, loss or damages that may be caused to the institute on account of the contracting agency's failure to comply with their obligations under various laws towards their staff / employees employed by them.
16. The tender should be signed by the tenderer himself / themselves or his / their authorized agent / representative (Authorization to be enclosed wherever applicable).
17. The tenderers are welcome to inspect the shop premises by seeking prior permission from the Registrar, NIPER.
18. Payment of all taxes and compliance of all the laws, rule, regulations, orders, etc. will be the sole responsibility of the licensee. In case of non adherence of any provisions mentioned in this para, licensee will be fully responsible for all the consequences, arising thereof.
19. No advance payment will be given by NIPER. The licensee will make own arrangement of funds.
20. **The licensee shall pay to the licensor monthly licence fee in advance and without demand by 7th of each month. The licence fee for the first month shall be paid within 15 days from the**

issue of letter licensing out of the said shop. In case of failure to pay, licence is liable to be withdrawn. The licensee shall pay interest @10% p.a. on licence fee due from him, if he/she does not pay the same on due date, but will not be permitted to do so beyond one month and thereafter his licence is liable to be cancelled and the security forfeited. Further, the licensee shall also submit eleven post dated cheques for each month of rent as quoted by it & approved by the licensor.

21. The validity of the quoted rates shall be 120 days from the date of opening of technical bid. Any firm / individual who restrict the validity of the quoted rates for period less than one hundred twenty days shall make their tender liable to rejection.
22. The tenderer is at liberty to be present or to authorise a representative to be present at the time of opening of the tenders. The name & address of the representative who would be attending the opening of tenders on its behalf should be indicated in the tender document. Please also state the name & address along with telephone number, e-mail, etc. of your permanent representative, if any.
23. The Director, NIPER reserves the right to reject any or all tenders without assigning any reason.
24. The firm in whose case, contract has been terminated in the past due to non satisfactory performances shall stands debarred for participation in the bidding process. In case, they submit their bids, the same are liable to be ignored.

25. Late and delayed quotation: Late and delayed tender will not be considered. If in any case, unscheduled holiday occurs on prescribed closing/opening date, the next working day shall be the prescribed date of closing/opening. It will be the sole responsibility of the firm that quotation should reach on or before the due date and time.

SPECIAL TERMS & CONDITIONS OF THE CONTRACT

1. If the licensee provides any items/services to the students/ staff and guests, etc. on credit, he himself will be responsible for recovery.
2. Under no circumstances, packed readymade items shall be sold over the printed Maximum Retail Price (MRP). No items should be used / supplied / sold beyond the expiry date.
3. No compromise of any kind shall be permissible with regard to quality of materials sold.
4. Nominated committee members as constituted by the Director, NIPER shall periodically monitor quality of items sold. The licensee will have to implement all feed backs being given by such members from time to time in order to maintain the standards up to the satisfaction of the committee.
5. The shops shall remain accessible to the authorised residents of the NIPER in general without any interference and the obstruction by the licensee. The timings:-

Grocery Shop -7.00 am to 11.00 am + 5.30 pm to 10.30pm (Summer)
7.30am to 11.30 am + 4.30 pm to 9.30pm (Winter)
Other Shops- 9.00 am to 1.00 pm + 4.00 pm to 9.00pm (Summer)
9.30 am to 1.30 pm + 3.30 pm to 8.30pm (Winter)
(Summer – March to October)
(Winter – November to February)

6. The presence of licensee or his persons shall be ensured during the said working hours, otherwise it would be a violation of the terms and conditions calling for termination of licence followed by eviction.

7. The Licensee and his / her staff should be polite and well behaved with the employees, students and the guests of NIPER. If it is found contrary, then the institute shall have right to ask for its / their replacement without giving any reasons thereof and the agency shall on receipt of a written communication in this regard will have to replace such persons immediately.
8. The licensee should employ in his service only such persons whose antecedents have been verified by the police and have also been medically examined at his own cost and to the satisfaction of the Institute. He / she shall not employ any child labour. The licensee shall arrange police verification of all his staff and issue identity cards bearing photograph.
9. On expiry of the contract period or on termination of the contract by NIPER on account of any breach on the part of the licensee, the licensee shall deliver the possession of the scheduled space in good condition and in peaceful manner along with furniture, fittings, equipments and installations, if any, provided by NIPER, Mohali. Further, licensee shall remove his / their goods and other materials from the Schedule space immediately, failing which NIPER, Mohali reserves its right to remove such goods / materials at the cost and risk of the licensee and demand payment for such removal. If such payment is not made within 15 days, NIPER Mohali shall be at liberty to dispose off the goods / materials of the licensee by public auction to recover the cost. The licensee shall not be entitled to raise any objection in such an eventuality.
10. Maintenance of discipline and decorum in NIPER Campus by the licensee and his staff will be the sole responsibility of the licensee.
11. Any person deployed by the licensee will be employees of the licensee; the NIPER will not have any concern or relation with them either directly or indirectly. The contracting agency shall identify the NIPER, Mohali against any claim that the institute may have to meet in respect of the contracting agency's workmen / employees on account of any accident or for any reason whatsoever.
12. The Licensee shall not keep animal or conveyance in or outside the shop premises.
13. Due to any strike or lockout or for any reason, if the licensee is unable to function or his business is affected, the NIPER, Mohali shall not be liable for any loss, which the licensee may suffer in such an event.
14. The Licensee shall fulfill and diligently comply with all the directions in general or special orders given by the NIPER from time to time and all such orders will comprise part of the agreement.
15. No obnoxious trade like sale of Bidi, Cigarette, Pan Masala, Alcohol or any centrabanned drugs etc., shall be carried / stocked / sold / consumed at the premises. Violation, if found, shall lead to automatic cancellation of contract imposing penalty and suitable legal actions. The licensee shall ensure 'NO SMOKING' inside the premises. Further, no prohibited activities shall be carried out in the premises.
16. The Licensee shall not do anything in or outside the premises which may be a source of nuisance or annoyance to the neighbours or to the passer-by.
17. All items are to be stored in clean and hygienic and safe place free from pests.

18. Successful bidders must display the rate chart and discount offered on MRP / prevailing market price as applicable, in front of their shop.
19. Authorised NIPER, Mohali nominees reserve the right to take samples of the edibles / raw material from the shop for the purpose of inspecting and testing with a view to maintain quality.
20. The Shop Committee of NIPER, Mohali shall inspect & oversee functioning of shops with a view to ensure hygiene and sufficient service. In case there are repeated failures or lacuna noticed by the committee due to failure of licensee, the committee can impose a penalty of Rs. 500/- for each case of violation. Further the committee is at liberality to take any remedial measure in case of non payment of rent by the licensee.
21. The licensee has to deposit eleven months post dated cheques of one month's rental each within fifteen days of award of contract.
22. The licensee shall display at a prominent place rate list of items and a complaint book to record complaints, and this book shall be open to inspection by persons duly authorised by the institute. The licensee shall inform the NIPER administration of the action taken by him in respect of complaints recorded in the book and carry out such directions as may be given to him / her from time to time.

Evaluations Criteria for Tender

The Institute will evaluate and compare the bids determined to be substantially responsive i.e., which are properly signed, and conforms to all the other terms and conditions of the tender document and specifications in the following manner.

- a. Financial Bids of only those firms may be opened who shall be declared technically qualified.**
- b. The evaluation will be done taking into consideration the total amount quoted by the bidder.**
- c. The bids are evaluated on highest bidder basis (H1 Basis). The contract will be awarded to the responsive bidder on highest license fee basis.**
- d. The reserve license fee for cafeteria is Rs. 6000/-per month exclusive water/ electricity and other charges.**

TECHNICAL BID

Sr. No.	Description		Whether Supporting Documents attached Yes/No. Page Number
1.	Name of the Bidder/Shopkeeper		
2.	ID Proof Details/Aadhaar number alongwith copy of the Ration Card.		
3	Name and Full Address of the Bankers		
4	PAN Number of the Firm		
5	Please indicate Names, Address & Contract Numbers of two responsible persons of your locality who may take your guarantee		
6	Experience in no. of years (Name and address of client departments may be indicated in chronological order and supporting documents may be attached in same manner). Experience of only those organisations / institutions may be counted and specified where a minimum strength of 500 staff / students has been served on per day basis. Supporting documents must be attached.		
7	Have your firm / proprietor(s) been under litigation or whether any other action has been initiated against you / your firm by any authority for violation of any provisions of law or whether you/ your firm been blacklisted by any organisation?		
8	Whether you are agreeable fully to the terms and conditions attached herewith. If so, please state 'Yes' against this column (Before awarding the license, the licensee will have to execute agreement as per the terms and conditions (attached) on the Stamp paper and to get it attested by the Judicial competent authority, at his own expense and cost and to submit the same to The Director, NIPER before taking the possession of the Shop.		

9	Address Proof for Correspondence address with Phone Nos. & Email		
10	Address Proof for Permanent Address with Phone Nos. & Email		

Note: The information required at serial no. 1 to 10 must be accompanied with the certified copies of documents & attached as per the serial number failing which the tender is liable to be rejected. No other document needs to be attached with the tender form.

Part-II (EMD Details):

1. Details of the Earnest Money Deposited:
 - a) Amount (in Rs.)
 - b) Demand Draft number with date and Bank drawn on.

Part-III (Details of Firm Representative):

Name and address of the firm's representatives and whether the firm would be represented at the time of opening of the tenders.

Date: _____

Place: _____

Authorized Signatory(ies)

- ❖ *The licensee has to attach the supporting documents with proper referencing.*
- ❖ *No extra documents need to be attached with the tender form.*
- ❖ *All pages of tender documents & supporting documents must be duly signed by the tenderer.*

UNDERTAKING

(To be provided by Tenderer on a Rs. 100/- Non Judicial Stamp Paper)

I / We [Sole Proprietor / Director / Partner(s)], the authorized signatory(ies) of my / our firm M/s having its registered office / principal office at do hereby solemnly affirm and declare as under :

01. I / We undertake to abide by all the rules and regulations of the State / Central Government / Local Administration under the Minimum Wages Act, 1948 and any other relevant Act as may be in force from time to time. I / We undertake to indemnify NIPER, Mohali against any loss or damage which NIPER may suffer as a consequence of our not complying with the laws referred to above. Also, I / We undertake to pay the person(s) employed, wages in accordance with all existing and applicable laws. I / We further undertake to indemnify NIPER, Mohali against any loss or damage which it may suffer as a result of the negligence on the part of the tenderer or any of his employees in the course of performance under this contract.
02. I / We also undertake to execute the agreement as presented by the Institute (NIPER, Mohali) and abide by the terms and conditions of the agreement which have been perused and understood by me / us. I / We have gone through the terms and conditions of the contract and agree and undertake to abide by the same during the entire term of contract.
03. I / We undertake to abide by the Municipal Bye Laws including the Food and Adulteration Act, relevant rules and regulations, code of conduct for my / our employees that may be laid down by NIPER, Mohali.
04. I / We agree and undertake to provide well experienced workmen keeping good health and not suffering from any communicable / contagious disease.
05. I / We undertake to pay electricity charges on actual basis towards the actual consumption on receipt of bills from Institute at the same rate at which the payment of electricity charges is made by the Institute on monthly basis.
06. I / We undertake to pay the approved rent of the shop by 7th of every month for the usage of Institute premises as mentioned in the Agreement for NIPER, Mohali.
07. I / We undertake to always keep the Institute premises clean and in good sanitary condition at my / our cost to the satisfaction of the Institute.
08. I / We agree that no rate escalation in the prices of items shall be made by me / us without approval of the Competent Authority of NIPER, Mohali.
09. I / We agree that I / We shall not exhibit any printed or written notices or advertisement of any kind whatsoever without the prior approval of the Institute.
10. I / We undertake that I / We shall not sublet or use the premises other than the purpose of the agreement and shall not make or permit to make structural additions and alterations to the same without the prior sanctions of the Institute.

11. In case of any losses, damages or theft of the Institute property within or outside the Institute premises, I / We undertake to make good or replace with the items of the same quality at my / our cost.
12. I / We undertake that the Institute premises shall not be used for residential purpose by us or any of our employees during the entire term of the contract and no Institute belongings shall be misused by our staff / employees.
13. I / We shall employ adequate number of staff in order to maintain efficiency and desired standards by the institute.
14. I / We undertake that in the event of failure to supply the approved items, by my / our firm, the same shall be arranged by the institute at my / our firm's risk & cost.
15. On the expiry or termination or on failure of the contract, I / We undertake that all our employees direct or indirect shall vacate the Institute premises and clear all the dues, if any, outstanding.
16. The Institute shall be represented by a Shop Committee / Authorised Officer duly authorized by the Director, NIPER for supervision / control of all activities related to Shop matters and the licensee shall be bound to abide by the Instructions / Orders / Decisions and directions of such Committee / Authorised Officers.

(a) Tenderer's Name & Signature : _____

(b) Seal of the Tenderer : _____

FINACIAL BID

Sr. No.	Description of Shop	Rent Offered in Figure	Rent Offered in Words

NOTE ::

- **The bids are evaluated on highest bidder basis (H1 Basis). The contract will be awarded to the responsive bidder on highest license fee basis.**
- **The reserve license fee for shop is Rs. 6000/-per month exclusive water/ electricity and other charges.**

MANDATE FORM
ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)/REAL TIME GROSS SETTLEMENT (RTGS)
FACILITY FOR RECEIVING PAYMENT

....

A. DETAIL OF ACCOUNT HOLDER:-

NAME OF ACCOUNT HOLDER	
COMPLETE CONTRACT ADDRESS	
TELEPHONE NUMBER/FAX/EMAIL	

B. BANK ACCOUNT DETAILS:-

BANK NAME	
BRANCH NAME WITH COMPLETE ADDRESS, TELEPHONE NUMBER AND EMAIL WHETHER THE BRANCH IS COMPUTERISED?	
WHETHER THE BRACH IS RTGS ENABLED? IF YES, THEN WHAT IS THE BRACH'S IFSC CODE	
IS THE BRANCH ALSO NEFT ENABLED?	
TYPE OF BANK ACCOUNT (SB/CURRENT/CASH CREDIT)	
COMPLETE BANK ACCOUNT NUMBER (LATEST)	
MICRO CODE OF BANK	

DATE OF EFFECT:-

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information I would not hold the user Institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.

(-----)
Signature of Customer

Date:

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp)

(-----)
Signature of Customer

Date:

1. Please attach a photocopy of cheque along with the verification obtained from the bank.
2. In case your Bank Branch is presently not " RTGS enabled" then upon its up gradation to "RTGS Enabled" branch, please submitted the information again in the above proforma to the Department at earliest.

AGREEMENT

(To be signed on a Rs. 100/- Non Judicial Stamp Paper)

This agreement is made at S.A.S. Nagar (Mohali) on this _____ day of _____, Two thousand and _____ between the National Institute of Pharmaceutical Education & Research (NIPER) and having its office at Sector 67, S.A.S. Nagar (Mohali) Punjab 160062 (hereinafter referred to as "THE INSTITUTE" which expression shall mean and include its successors and assigns) on the one part and M/s _____, having its registered office at _____

_____, hereinafter referred to as the "Licensee" which expression shall mean and include all the partners of the firm for the time being, their survivors or survivor, their respective legal heirs, executors and administrators, on the other part.

WHEREAS The Institute is desirous of engaging an independent Licensee for Letting out shop and, in response to the requirement as notified, the Licensee has been selected for the assignment. Now after explaining the scope of job to be executed, the Licensee hereby agrees with the client to render service in conformity to the provisions of this agreement and it is hereby agreed by and between the parties:

1. Initially licence will be granted for 12 months and can be renewed further on each occasion with an increase of 10% for 12 months provided the service of the licensee is found to be satisfactory.
2. The licensee has to deposit eleven months post dated cheques of one month's rental each within fifteen days of award of contract
3. That the shop is given on license basis over which the licensee shall have the title or right in the shop whatsoever except till such time as required by the NIPER and the licensee undertakes to remove all his effects from the said shop on the expiry of agreement or on the revocation of the license and the NIPER will have the right to enter into the shop without any resistance from the licensee and in such event the licensee shall pay upto date water charges, electricity bills, license fees, etc. and will obtain NO DUE CERTIFICATE from DIRECTOR, NIPER.
4. The licensee shall pay to the licensor monthly licence fee in advance and without demand by 7th of each month. The licence fee for the first month shall be paid within 15 days from the issue of letter of licensing out of the said shop. In case of failure to pay, licence is liable to be withdrawn. The licensee shall pay interest @10% p.a. on licence fee due from him, if he/she does not pay the same on due date, but will not be permitted to do so beyond one month and thereafter his licence is liable to be cancelled and the security forfeited.
5. That the licensee will have no right to cause any alteration, additions and structural changes in the premises without the prior written consent of licensor.
6. The overall control and supervision of the said premises shall remain vested to the DIRECTOR, NIPER whose authorised officer shall at all reasonable hours be entitled to enter and inspect the said premises with respect to bonafide use and in connection with fulfillment of the other terms and conditions of the license.
7. The licensee shall use the aforesaid premises measuring 10.04sqm. exclusively for the purpose of benefit of the residents of the NIPER Colony, Sector- 67, S A S Nagar and shall not use the same

for any other purposes without the written permission of the DIRECTOR, NIPER. No saleable commodity etc. shall be kept in verandah which shall exclusively be used as passage.

8. (a) The licensee shall keep the premises in a clean sanitary and tenable condition and shall pay for the cost of making good any damage thereto or to adjacent premises, caused by negligence or misuse of premises by the licensee and shall indemnify the licensor against any loss/damage/ additions/ alterations to the premises. **The licensee will get the whitewash / paint done in the shop at his / her own costs from time to time as & when required.**

(b) The licensee shall not store empty packing cases or baskets or any goods or any other material on the open spaces around the premises or any other place from where such goods or material may be visible from outside. The area in front of the said premises shall not be encroached upon and used or allowed to be encroached upon or used for any purpose other than the public passage. The licensee shall not make any addition or alternation in or around the premises without the written consent of the Director.
9. That the licensee while (time of the business) in the aforesaid premises will also not be entitled to take any person in partnership or to enter any type of agreement without the written permission of DIRECTOR. NIPER.
10. Subleasing of the premises is not allowed i.e. the licensee shall not allow the use of the said premises or any part thereof by any other third party/person(s).
11. That license for running business made in favour of the licensee will be purely temporary one and the same shall be treated as a bate-license which is revocable at any time without assigning any reason; and in the event of revocation of the license on account of breach of any of the terms and conditions of the license; the licensee shall be bound to quit the premises within ten days of the notice of revocation of his license by the DIRECTOR, NIPER and shall not claim any compensation for any loss resulting thereof.
12. Failure to occupy the premises within 15 days of issue of acceptance may result in forfeiture of earnest money and cancellation of licence. In case the licensee, after acceptance of letter of licence of the premises, fails to furnish all the required documents and/or take possession of the said premises within 15 days from the date of issue of letter of licence, he shall be charged licence fee at the rates quoted by him from such date upto the period / date, alternative arrangements for running the said premises are made by the Institute.
13. For the purpose of trade, the licensee at his own cost shall ensure display of rates and discount to be charged by him from the customers and other relevant terms and conditions.
14. In case the licensee withdraws his contract on his own, three months prior notice or three months license fee has to be deposited in advance otherwise the security deposit will be forfeited.
15. The premises shall remain accessible to the authorised residents of the NIPER in general without any interference and the obstruction by the licensee. The presence of licensee or his persons shall be ensured during the said working hours, otherwise it would be a violation of the terms and conditions calling for termination of licence followed by eviction.
16. That the licensee shall not either himself or allow any person to cook, manufacture or prepare any food in or outside the premises or in the verandah outside the premises.

17. No obnoxious trade like Bidi, Cigarette, Pan Masala, Alcohol or any centrabanned drugs etc., shall be carried/stocked/sold at the premises, violation if found shall lead to automatic cancellation of license imposing penalty and suitable legal action. The licensee shall ensure 'NO SMOKING' inside the premises. Further no prohibited activities shall be carried out in premises.
18. The licensee shall not employ any child labour(s) in contravention of the LABOUR EMPLOYMENT ACT, 1970.
19. The licensee shall fulfil and diligently comply with all the directions in general or special orders given by the NIPER or any authorised officer of the Institute from time to time.
20. In the case of Dry Cleaning shop, washing of cloths shall not be allowed in the campus.
21. That on the expiry of the period of the license or in the event of revocation of the license under the terms and conditions or non-utilisation of the premises for a period of 30 days or in the event of the notice for termination, the NIPER will be entitled to re-enter upon the premises and assume exclusive charge thereof and deal in such manner as it deem fit.
22. In the event of breach of any of the said terms and conditions of the license, the Director, NIPER shall be entitled to forfeit the whole or part of the security deposited by the licensee besides terminating the license and the licensee shall handover the possession of the premises to the Director, NIPER without any resistance and obstructions. In additions, the NIPER may recover damages @ twice the license fee paid by the licensee for the period of misuse / overstayal.
23. The licensee shall observe or obey all rules and regulations framed and are in force by the Municipal Corporation / State Government / Civil Supplies and Food Department of Punjab or any other authority for running of the business in the locality and shall obtain necessary permission from Municipal Corporation / State Government as required at his own expense and cost. In this regard, NIPER will not pay any amount and shall not be responsible for obtaining such license or permission to run the business.
24. The licensee shall pay all cost for damages and expenses in regard to any damages caused to the premises structurally or otherwise by the licensee and in this regard the decision of DIRECTOR, NIPER shall be final and the NIPER is entitled to deduct such amount from the security deposited by the licensee with the NIPER.
25. The licensee will discharge all the legal obligations of its employees in respect of their wages and other service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time viz. statutory obligations under the Contract Labour (Regulation & Abolition) Act, 1970; Minimum Wages Act 1948; Workmen's Compensation Act 1923; EPF & MP Act 1952; ESI Act, 1948, Industrial Disputes Act, 1947, etc. The contracting agency will indemnify and keep indemnified the NIPER, Mohali from any claim, loss or damages that may be caused to the institute on account of the contracting agency's failure to comply with their obligations under various laws towards their staff / employees employed by them.
26. Any person deployed by the licensee will be employees of the licensee, the NIPER will not have any concern or relation with them either directly or indirectly. The contracting agency shall identify the NIPER, Mohali against any claim that the institute may have to meet in respect of the contracting agency's workmen / employees on account of any accident or for any reason whatsoever.

Arbitration

(a) All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination, foreclosure, termination or breach of the agreement shall, after written notice by either party to the Competent Authority be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.

(b) The Director, NIPER shall either himself act as the Sole Arbitrator or nominate some serving / retired officer of the NIPER, Mohali or any other Government Company, or any retired officer of the Central Government not below the rank of a Deputy Secretary, to act as the Sole Arbitrator to adjudicate the disputes and differences between the parties. The licensee / vendor shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person is / was an officer, another Govt. Company or the Central Government or that he / she has to deal or had dealt with the matter to which the contract relates or that in the course of his / her duties, he / she has / had expressed views on all or any of the matters in dispute or difference.

(c) In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Competent Authority aforesaid, shall nominate another person as aforesaid, to act as the Sole Arbitrator.

(d) Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Director, NIPER or a person nominated by him as aforesaid, shall act as an Arbitrator. The failure on the part of the Competent Authority to make an appointment on time shall only give rise to a right to a Licensee to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.

(e) The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.

(f) The work under the Contract shall, however, continue during the Arbitration proceedings and no payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of initiation, commencement or pendency of such proceedings.

(g) The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.

(h) The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The Award of the Sole Arbitrator shall be final and binding on both the parties.

(i) Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, shall apply to the Arbitration proceedings under this Clause.

(j) The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at S.A.S. Nagar (Mohali) for all purposes. The Arbitration shall be held at S.A.S. Nagar (Mohali) and conducted in English language.

24. The Competent Authority is the Functional Director (be it regular, officiating or acting) of the NIPER, Mohali. The Licensee shall not transfer or assign or share benefit of this agreement without the consent in writing of the Institute.

25. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

26. There will be surprise checking by an authorized Officer / Committee. shortcomings, if any, pointed out by it shall be attended by the licensee within 24 hours of its bringing to its notice failing which penalty @ Rs. 500/- shall be levied per case per day.

27. The following documents shall be deemed to form part of this agreement:

Undertaking submitted by the licensee.

- a) The letter of intent bearing No. dated
- b) Terms and conditions of the bidding document.

The decision of the Competent Authority of the Institute shall be final and binding on the licensee / agency in respect of any clause covered under the contract and any matter incidental to the contract.

IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

(Name & Address of the firm)

(For the Institute)

Witnesses with name & addresses:

Witnesses with name & addresses: