




{OFFICE OF THE ESTATE HOUSES & SHOPS}

**TERMS AND CONDITIONS**

1. All applications for a license shall be accompanied by a security amount (Refundable) in the shape of Bank Draft/ FDR (valid for 2 years) drawn in favour of Registrar, NIT Hamirpur payable at SBI NIT Hamirpur (HP) as follows:

Sr. No.	NAME OF SHOPS	SHOP NO.	Security Amount in Rupees
1	Fruit ,Vegetable & Fresh Juice (Near Gate No.1)	1	25,000/-
2	General Karyana Store (Near Gate No.1)	2	25,000/-
3	Provisional Store (Near Gate No.1)	3	20,000/-
4	Coffee, Snacks, Juice & Ice-Cream Parlor (Near Gate No.1)	4	25,000/-
5	Books, Stationary, Printing & Electronic Items (Near Foot Bridge)	5	40,000/-
6	Provisional Store (Near SBI)	6	15,000/-
7	Books, Stationary, Printing & Electronic Items (Near SBI)	7	35,000/-
8	Hair Dresser (Near SBI)	8	10,000/-
9	Books, Stationary, Printing & Electronic Items (Near SBI)	9	40,000/-
10	Laundry Shop (Near SBI)	10	20,000/-
11	Laundry Shop (Himadri Boys Hostel)	11	30,000/-
12	Books, Stationary, Printing & Electronic Items (Near Gate No-2)	12	35,000/-
13	General Karyana Store (Near Gate No-2)	13	35,000/-
14	Provisional Store(Near Gate No-2)	14	55,000/-
15	Hair Dresser (Near Gate No-2)	15	35,000/-
16	Fruit ,Vegetable & Fresh Juice (Near Gate No-2)	16	35,000/-

2. The Contractor/Licensee shall have to enter into an agreement with Registrar, NIT Hamirpur (HP) before starting licensed business.
3. The successful licensee/contractor's will have to deposit a security with the Registrar, NIT Hamirpur (HP) which will be refunded after clearance of all payable dues and handing over the shop in good condition.
4. The contractor/licensee shall get the electrical connection at his /her own name and the electricity charges will be paid by him/her.

  
30/6/2020



5. The water charges will have to be paid by the licensee at a flat rate with the cash Section of Accounts Branch NITH.
6. The shop premises shall be furnished by the contractor/licensee before start of shop/booth.
7. The licensee shall maintain absolute cleanliness in and around the shop premises and shall keep the Utensil, Crockery, Cutlery, Furniture etc. in hygienic and presentable condition. All the eatable items, if any, should be sold well before the expiry period. Nothing will be served in broken crockery. A committee consisting of Advisor (E&H), Estate officer and Medical Officer of the Institute shall be competent to check the cleanliness/hygienic condition of the canteen/edibles and drinks etc near the premises of shop. The licensee shall be responsible to maintain all reasonable standard of cleanliness and hygiene in the shop & the surrounding areas and disposal of garbage, in default a fine of Rs. 1000/- can be imposed on the licensee at first instance subsequent the second time default will lead to a penalty of Rs. 5000/-. Further, default may lead to cancellation of shop.
8. It shall be obligatory on the part of the licensee to prepare/serve hot and cold beverages and food stuff of good quality. All the commodities in general and food & beverage in particular shall be periodically checked from time to time by the representative of the License Committee. There shall also be a surprise check on the quality and rate of the goods being sold by the Licensee.
9. In case NIT Hamirpur/ Licensee wish to cancel or revoke this agreement before the expiry of the term, one month notice in advance shall have to be served upon in advance by either of the party. In case of any dispute, the jurisdiction of Hamirpur court shall apply.
10. The Institute reserves the right to accept or reject any application without assigning any reason.
11. The firm/agency convicted or debarred for misconduct by the NIT Authority will not be entertained.
12. **Criteria for allotment of shops:**  
The tender will be awarded to the highest bidders offering above the rent fixed as per GOI norms. Further, the highest bidders are bound with the conditions that they will offer discount/rate as per the list.  
**Note:- GST extra @ 18% on the rent/license fee quoted as applicable will be borne by the licensee itself.**
  - (a) **The shop shall not be allotted to a person:**
    - (i) Who has been convicted by a court of law.
    - (ii) Who has already a shop in his name or his family members name, allotted in the institute.
    - (iii) Who has been black listed by the institute against whom any action was taken or is pending in the institute.
    - (iv) Who is a student or employee of the institute.
    - (v) Who is an undercharged insolvent.
    - (vi) Who may jeopardize any interest of the institute.
  - (b) Only one shop will be allotted to a person/or his/her family member, even if the bidder is successful in bidding multiple shops.





- (c) In case of tie in bidding, License Committee shall follow the following criteria in finalizing the successful bidder.
- (i) The bidders who are in tie shall submit fresh bid within 3 days.
  - (ii) If still undecided, the license committee shall decide on the collective wisdom the successful bidder.
- (d) If the successful bidder fails to occupy the allotted shop within stipulated period, his/her security amount shall be forfeited without any notice.
13. The license will give an undertaking to the Institute to the effect that he/she himself/herself shall be run the Shop and shall not sublet to some other person, failing which the allotment shall be liable for cancellation and the decision of the License Committee shall be final.
14. The period of License granted for a shop shall be of 2 years and extendable up to 01 year depending upon the satisfactory performance of the Licensees.
15. No licensee shall be allowed to sell /keep expiry products. In the event of any complaint received from the students, official/officers of NITH or otherwise regarding the quality of the goods sold by the Licensee, the Licensee shall be entirely responsible for the same and liable for penalty.
16. As per the direction of Hon'ble Supreme Court of India, no children below the age of 14 (fourteen) years should be employed by the Licensee.
17. In the event of any complaint received regarding quality or rate of the goods sold by the Licensee, the Licensee shall be issued an Advisory note OR Warning and may be imposed a fine depending upon the seriousness of the issue/complaint.
18. The Licensee shall observe the timings for opening and closing of shop 7.00 AM to 10.00 PM daily or as decided by the competent authority from time to time.
19. The Licensee will have to provide cashless payment facility at the shop in compliance to the directions of the MHRD.
20. The licensee will have to get himself/herself registered under the food safety and standard Act, 2006 from the department of Health & Family welfare Hamirpur (HP).
21. The licensee will have to provide the electronic bill of the items containing MRP/ Market Rates and discount.
22. The licensee will have to pay the rent/license fee as per quoted rent over and above the basic fixed rent and will have to give undertaking to enhanced the rent on same percentage basis, if basic rent is revised by the GOI any point of time.



Sr.No.	NAME OF SHOPS	SHOP NO.	AREA OF SHOPS IN Sqm.	License fee/ Rent
1	Fruit ,Vegetable & Fresh Juice (Near Gate No.1)	1	19.89	4042/- (+ GST as applicable)
2	General Karyana Store (Near Gate No.1)	2	19.89	4042/- (+ GST as applicable)
3	Provisional Store (Near Gate No.1)	3	16.03	3260/- (+ GST as applicable)
4	Coffee, Snacks, Juice & Ice-Cream Parlor (Near Gate No.1)	4	19.89	4042/- (+ GST as applicable)
5	Books, Stationary, Printing & Electronic Items (Near Foot Bridge)	5	31.89	6506/- (+ GST as applicable)
6	Provisional Store (Near SBI)	6	9.47	1865/- (+ GST as applicable)
7	Books, Stationary, Printing & Electronic Items (Near SBI)	7	27.5	5415/- (+ GST as applicable)
8	Hair Dresser (Near SBI)	8	6.56	1292/- (+ GST as applicable)
9	Books, Stationary, Printing & Electronic Items (Near SBI)	9	31.53	6209/- (+ GST as applicable)
10	Laundry Shop (Near SBI)	10	14.76	2906/- (+ GST as applicable)
11	Laundry Shop (Himadri Boys Hostel)	11	24.81	5030/- (+ GST as applicable)
12	Books, Stationary, Printing & Electronic Items (Near Gate No-2)	12	21.68	5786/- (+ GST as applicable)
13	General Karyana Store (Near Gate No-2)	13	22.11	5901/- (+ GST as applicable)
14	Provisional Store (Near Gate No-2)	14	34.90	9314/- (+ GST as applicable)
15	Hair Dresser (Near Gate No-2)	15	22.11	5901/- (+ GST as applicable)
16	Fruit ,Vegetable & Fresh Juice (Near Gate No-2)	16	21.68	5786/- (+ GST as applicable)

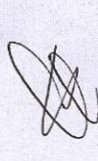
23. **PAYMENT OF LICENSE FEE:** The successful bidder shall pay the license fee every month in advance on or before 10<sup>th</sup> of every month after allotment. The subsequent installments of license fee is also to be deposited in advance, as per the schedule to be mentioned vide separate letter issued by the Institute. If the licensee fails to deposit the license fee in advance, the penalty clause is as under:-

  
31/8/2020



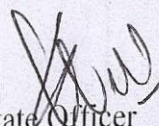
Sr. No.	Description (Duration of penalty)	Penalty
1.	within 1 <sup>st</sup> fifteen days from due date	5% of license fee
2.	16 <sup>th</sup> day to 30 <sup>th</sup> days from the due date	10% of license fee,
3.	31 <sup>st</sup> day to 60 <sup>th</sup> day from the due date	20% of license fee,
4.	Above 60 <sup>th</sup> day from the due date	Contract will be terminated.

24. The shop premises allotted shall be utilized for running the specified business/trade only and shall not be used for any other purpose/business without the written consent of Institute. The license granted shall not be sub-licensed either fully or in part to any third parties.
25. The price of goods proposed to be sold or the fee for the services to be rendered shall be fixed at nominal rate and final rate will be fixed based on mutual consent between Institute and the successful bidders. The price list should be displayed size (5 ft x 3 ft) in front of the shop premises. He shall not charge excess of the rates approved by the Institute. The rates once decided should be strictly adhered to and cannot be changed under any circumstance without prior approval of the Institute and approval should be displayed.
26. The shop will be on Non- exclusive basis and more than one shop of the same kind can be opened by Competent Authority in the same premises or in other premises of the Institute initially or subsequently. The licensee shall not be entitled to raise any objection or claim for any deduction in license period, license fee and security deposit in case some other shop is constructed in the Institute campus or in case their comes in existence any authorized shop. The licensee shall equip the shop for running the business to the satisfaction of the Institute authority and shall display the articles in presentable manner.
27. Shop shall run effectively and shall not be closed without intimating the Institute. During summer vacation, shops may be closed with prior permission from Institute. Shops shall not be kept open beyond the specified timings. If the shop remains closed more than 7 days without prior permission from Estate officer, it will be presumed to have been closed down and shall be considered violation of agreement. In such cases, notice period of one month shall not be applicable and as such the fresh proposals will be invited for the shop and the loss will be recovered from the first licensee until taken over by the succeeding licensee.
28. The period of licensee will be for two years. During the license period, the license fee/rent will be as per GOI notification/norms from time to time. Institute may at its discretion consider renewal after 2 years, subject to the licensee agreeing to Institute terms & conditions and revised license fee. However, failure or delay exceeding two months on the part of the tenderer to pay the license fees shall confer a right on Institute to terminate the license without further notice to the tenderer.
29. The public premises (Eviction of unauthorized occupants) Act, 1971 will be applicable to all allotment of shops.
30. The shop is solely meant for use by the staff, residents, students, visitors, and workers under contractors of the Institute. However, all the workers of the shop shall invariable carry their ID cards & overcoat (provided by their employer), shall be produced to the security personnel and other Institute authorities, whenever asked for.
31. Use of plastic bags inside the NIT-H campus is banned. Woven Cloths carry bags can be provided as an alternative.

 15/08/2020



32. The licensee shall deliver the key of vacant shop of the premises to the Estate Officer, NIT after the expiry or revocation of the licensee. In case, the licensee fails to hand over the key of vacant shop after expiry of license period, he will be liable to pay 5 times of monthly license fee after the license period has expired unless it is extended by the Competent Authority, NIT, Hamirpur. In such case licensee shall be governed by the P.P. Act, 1971.
33. Penalty Clause: - Any violation of any clauses by the licensee accept Clause No. 23 shall attract, a fine of Rs. 1000/- at first instance and subsequently the second time default will lead to a penalty of Rs. 5000/-. Further, default may lead to cancellation of shop allotment.
34. Arbitration clause: - As far the possible, dispute shall be settled mutually. In the event of any unsettled disputes or difference relating to the interpretation and any other disputes arising after the issue of LOI/Allotment Order and during the execution of the shop, it has to be referred to the Estate Office in written documents. If the dispute has not resolved within 30 days, then the dispute has to be raised to Dean (P&D) in written documents. Even then, if it is not resolved within 15 days by Dean (P&D) then it may be raise to Director in written document. If the dispute has not resolved by Director within 30 days of their arising by the Institute, they shall be referred to a sole arbitrator to be appointed by the Director, NIT Hamirpur. The governing law in this regard will be the arbitration and Conciliation Act, 1996 of India. The venue of the Arbitration will be NIT Hamirpur. Further, disputes if any, that may arise at any point of time, shall be subject to Hamirpur jurisdiction only.

  
Estate Officer 30/6/2020