

BHAGAT PHOOL SINGH MAHILA VISHWAVIDYALAYA , KHANPUR KALAN, SONIPAT

**Open Auction Notice for Allotment of Canteen**

Reference auction notice uploaded for allotment of canteen in the new building of S.R. D Regional Centre Kharal(Jind) on website and also published in the Danik Bhaskar newspaper.  
It is for information of all concerned that the last date for submission of application has been extended upto 25/11/2024.

REGISTRAR

Regional Centre Kharal of BPSMV, KHANPUR Kalan, Sonipat  
Detail of the Canteen

Allocation	Size of the Canteen in Sq feet	Locality of Canteen	Maximum Rent in Rs. GST@18 % extra
Canteen	2130 Sq feet	In New Building of Regional Center Kharal	29000/-+all applicable taxes

REGISTRAR

## General Terms and conditions of the agreement.

1. The shops will be allotted on the recommendations of the Standing Committee of the University approved for the purpose, which will interview the prospective bidders.
2. The period of lease will be for a period of three years from the date of allotment which will not be extended beyond this period under ordinary circumstances.
3. The application fee/auction fee will be Rs. 1000/-+18% GST i.e Rs.1180/- and the same will be deposited in favour of the Registrar, BPSMV, Khanpur Kalan.
4. Each applicant shall have to deposit an Earnest Money of Rs 1,00,000/-(Rupees One Lakh only ) through bank draft/ Pay Order in favour of the Registrar, BPSMV Khanpur Kalan. The Earnest Money will be forfeited in case the successful bidder fails to take the possession of the premise as per the procedure within the stipulated period of 15 days after the issue of the offer letter and such shop will be offered to next highest bidder. The deposit of earnest money of bidders shall be returned in original after the completion of the possession by successful bidder.
5. Two months advance rent would be payable by the lessee before taking up the possession of the shop by depositing the same in the University Bank account No. 924010010355530 (Axis Bank). Apart from the payment of advance rent, she will have to make regular payment of monthly rent latest by 7<sup>th</sup> of each calendar month, failing which she will have to pay compound interest @10% per annum to the University.
6. The lessee shall be liable to pay advance monthly rent for the leased shop.
7. That the lessee shall deposit Rs. 20,000/- (for Small Size of shop i.e 150 Sq Ft. or less) and Rs. 40,000/- (for Medium Size of shop i.e 150 Sq Ft. to 400 sq. Ft) as security through Demand Draft/ Banker's Cheque in favour of the Registrar, BPS Mahila Vishwavidyalaya Khanpur Kalan, Sonipat before the commencement of the lease with the sureties of two persons, acceptable to the Registrar, BPS Mahila Vishwavidyalaya Khanpur Kalan. No interest will be payable on the security amount.
8. The lessee shall abide by all the provision of the Haryana Development and Regulation of Urban/Rural area Act 1975 along with the rules framed there under and abide by the rules & regulations framed by the BPSMV/State Government from time to time. Further, the lease is subject to the provisions of the public premises (Eviction of Un-Authorized Occupants) Act.
9. In case of any levy, Cess, Property Tax, Service Tax, Service Charges, GST or any other tax or any other liability whenever imposed by any State or Centre Govt. or any other Competent Authority, the same shall be paid by the lessee directly to the authority concerned without any objection.
10. The lessee shall not cause any damage to the premises and will hand-over the premises in the same condition as it has been leased/rented to him and it will be his/her responsibility to keep the premises in perfect condition.
11. Only major repairs which shall include (complete replacement of floor/complete plaster of wall, plaster of wall, complete replacement of door/window, replacement of tile of terrace etc.) of Canteen would be taken care of by the Lessor but the annual white washing, biennial paint or any other type of minor repairs shall be carried out by the lessee at his/her own cost and expense without any claim of refund from the University.
12. The lessee shall use the premises to carry on the trade of specified items only. The lessee shall not put the premises to any other use including allied or ancillary trade

without the prior written consent of the lessor. Change of trade without such consent shall lead to automatic termination of the lease.

13. The lessee shall not make any addition or alternation of any type or otherwise in the premises without obtaining prior written consent of the lessor. In case the addition or alternation is permitted by the lessor, the same shall be carried out by the lessee at his own cost and he will not be allowed to remove them at the termination of the lease.
14. The lessee shall keep the premises/Shop and the surroundings neat and clean and shall not be allowed to keep anything in the Varandah (in front of the Shop) or the roof or the open space. The Registrar of the University or his representative may without any prior notice, can order the lifting of all such material on the un-authorized places and the same shall be forfeited or released on payment of penalty to be determined by the Registrar.
15. The lessee shall not sublet or part with the premises or part thereof in any form whatsoever (even in the form of partnership) to anyone.
16. In case the lessee vacates the Canteen/premises before the expiry of the agreed period, the Lessor shall have the right to forfeit the security deposit.
17. That the lessee shall conspicuously display rate list as per the norms of the Haryana Government and the university. In the largest interest of the consumer, apart from the officials of State Government/Central Government, the University shall have the power to monitor and ensure compliance with law of the land including the University regulations and to take suitable action.
18. The lessee shall get the lease deed registered from the competent authority at his/her own cost and deposit the original lease deed within specified period.
19. The advertisement displayed shall be according to the Haryana Municipal Corporation Act order no. 2/4/2017 and the benefit/income accruing there shall vest in the lessor.
20. The lessee shall install approved and calibrated sub-meter for electricity and water connection at prevalent commercial rates.
21. The lessee declares that he/she is and will remain the sole owner of the business in the premises afore mentioned and will not enter into partnership with any one without prior written permission of the lessor. The lease will be terminated automatically if he/she inducts another person as his partner in business
22. The lessor or his/her nominees shall have access to the premises at all reasonable time to inspect and see for himself/herself that the agreed conditions are strictly adhered to by the lessee.
23. The lessee shall neither object nor obstruct the entry of the lessor on the leased premises for inspection maintenance and taking over of the premises on the termination of the lease under any of the clauses of the deed.
24. The lessor may allow the use of open space by the lessee such as (putting up a tent) purely on temporary basis on payment of requisite charges.
25. The lessee shall dispose of the garbage only at the prescribed garbage bins. The Registrar may impose a fine up to 1,000/- if the lessee is found spoiling the cleanliness by throwing garbage at un-authorized places.
26. That he/she lessee shall pay an increase of 5% of the rent/lease/licence every year.
27. That is case the lessee ceases to occupy the premises for three months, the lease stand terminated automatically.

28. The lessee shall ensure that the relevant provisions of Food Safety and Standards Act 2006 or any other provision of law on food safety and standards notified by the Competent Authority are adhered to in preparation, packaging, serving of food maintenance of hygiene levels by the food handlers and the equipment to be used in the process.
29. The lessee shall not indulge in any such activity which will cause nuisance to others or which is considered by the Registrar as not congenial to the Campus atmosphere.
30. The lessee shall not commit any act or omission which is detrimental to the interest of the BPS Mahila Vishwavidyalaya in any manner. Indulgence in any such act or omission and violation of any term of the lease deed will amount to automatic termination of the lease and forfeiture of security.
31. In case the lessee commits breach of any of the above terms and conditions of the lease deed the lease will stand terminated forthwith and the lessee will not be entitled to the convenience of any notice of termination and the security amount will be forfeited.
32. The automatic termination of the lease on account of violation of any one of the aforesaid clauses will make it obligatory for the lessee to vacate the premises voluntarily within 10 days from the date of the violation, failing which lessee will be deemed to be continuing illegally on the premises and in addition to other legal liabilities, the lessee will be liable to pay a penalty equivalent to one month lease money for every day of the illegal continuance on the premises.
33. Notwithstanding anything in the foregoing clauses of this deed, the lessee shall obey and abide by all such orders/directions issued by the Government of Haryana and the BPS Mahila Vishwavidyalaya from time to time which are in the overall larger interest of the University (lessor).
34. That the licensor shall have the right to terminate the license after giving one month notice without assigning any reason thereof.
35. Time to time the feedback reports will be taken from students/staff/faculty in terms of rates, quality, hygienic cleanliness, and availability of items, conduct of allottee and its staff. The overall performance will be accessed by shop allotment committee.
36. The sale of Narcotics is strictly prohibited in shop. Further, Smoking and consumption of alcohol/intoxicants in the premises is strictly prohibited.
37. During the course of contract, if any of bidder's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the BPSMV, the University shall be entitled to terminate the contract forthwith duly forfeiting the Contractor's Performance Security.
38. The lessee will employ only persons who are medically fit.
39. The applicants may offer the discount percentage ( 5% to 10%) on the items which are having MRP and the rates for the other items which are not having print rate/ MRP should be on the market rate.
40. The Preference will be given to such applicants who have experience of running a shop in a women education institution as a sole lessee.
41. Electricity/ Water charges shall be paid by the lessee excluding rent.
42. The lessee should be women only and must have GST number. The lessee will be allowed to engage the sales persons.
43. The shop timing in the summer session will be from 08:00 AM to 9:00 PM and winter session from 09:00 AM to 8:00 PM. Or as may be prescribed by the University from time to time.

44. Waste disposal will be responsibility of the lessee.
45. If the vendor will not handover the possession of the shop after expiry of the allotment period, the General Branch or the concerned Branch will issue a notice for handing over the possession within 15 days and no further notice will be given to take the possession. The standing committee will take over the possession of such shops after unlocking the same under videography and will make a list of the items found in such shop with prior approval of the competent authority in the interest of the institution.
46. The standing committee of the University will review performance of each vendor/shopkeeper with respect to rate and quality from time to time.
47. In case of any disputes between the lessee and lessor, are subject to the Gohana Jurisdiction only.

All the above terms and conditions given in Auction Notice have been read by me and are accepted with letter and spirit.

Name of the Bidder :

In capital letters-----

Signature of Bidder

Father's Name-----

Residential Address :-----

Signature of Bidder