


Terms and Conditions of Contract

1. The bidder hereinafter referred to as "Licensee" shall be covered by the provisions of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and Rules and Regulations framed there under, from time to time for the purpose of any action in case of default. The Licensee shall pay to the BFUHS hereinafter called the licensor, monthly license fee in advance and without demand within the first seven days of each month. The license fee for the first month shall be paid within seven days from the issue of authorization letter for taking possession of premises. Failure to pay will lead to withdrawal of license besides recovery thereof along with 18 % interest P.A.
2. In addition of the license fee, the licensee shall pay the bills of water, electricity bill according to the reading of electricity meters to be installed by him at his own cost and the arrears, if any will be recovered from the security. In case separate water and electricity meters are not installed, the licensee shall pay the charges of water and electricity at flat rates fixed by PSEB/ BFUHS from time to time.
3. The license shall be for a period of one year but renewable on yearly basis commencing from the date from which the possession of the premises is taken or from the eighth day of the issue of authorization letter for taking possession of the premises, whichever is earlier. The license is extendable on yearly basis subject to the satisfactory service of the licensee and may be extended entirely at the discretion of the Registrar, BFUHS upto maximum of four more terms of one year each with 10 % increase in yearly license fee for each term and for the period deemed fit by the authorities. The licensee shall not be eligible for such extension as a matter of right, and the decision of the Registrar, shall be final and binding on the licensee. In case of default the provisions of P.P. Act, 1971 shall be invoked. On the expiry of the total period of 5 years, the licensee shall handover vacant possession of premises in good condition and the Licensor shall invite fresh tenders, if it decides to license out the same. This process will commence three months prior to the expiry of 5 years term.
4. Notwithstanding anything contained in condition 3 above, the licensor shall be at liberty to terminate this license by giving 30 days clear notice ending with the expiry of the month of license.
5. The licensee shall execute necessary contract (license deed) on the Non-judicial stamp papers worth Rs.40/- at his own cost within fifteen days of issue "Letter of Acceptance".



6. The "Security Deposit" or remainder thereof, if not forfeited shall be refunded to the licensee after the expiry of the license and after the vacation of the premises by the licensee after adjusting dues if any.
7. The licensee shall use the premises solely for Mess and for no other purpose and shall not part with the premises/sub-let the premises to any one directly or indirectly.
8. The licensee shall comply with the directions of Principal / In-charge of SINPMS in the matter and manner of utilization of the premises and to 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 or damage to the premises caused by fire.
9. The licensee will comply with the requirements of Food Adulteration Act, Industrial laws Labour Act and other various laws/Act etc. and will be liable himself for any contravention thereof. The licensor will have no concern in this behalf.
10. The Licensee shall ensure promptness of service at the counter or the premises and cleanliness of the premises and shall appoint necessary staff after medical fitness and police verification for the purpose. The medical examination of staff should be conducted. Licensee shall also ensure that there is no misbehavior or mismanagement on his part or servant.
11. The licensee shall not make any addition or alteration in the premises or take any other encroachment there without the written permission from licensor.
12. Neither this licensee nor any right conferred by it shall be transferred or assigned to any other person, nor shall the premises or nay part there of be sublet directly or indirectly.
13. The licensee shall deliver the vacant possession of the premises in good condition free of all damage to building & supply lines etc. to the licensor after or revocation of the contract. In case the licensee fails to the handover the vacant possession after the expiry of the contract period, he will be liable to pay 10 times of the monthly licensee fee per month after the contract period has expired unless it extended by licensor. In such clause 16 regarding arbitration shall be apply and the licensee shall be governed by the Act 1971.
14. All the dispute and differences arising out in any touching this contract what so ever, shall be referred for decision to the sole arbitrator who shall be the by Registrar, BFUHS. The licensee shall have no objection to arbitration by the Registrar, BFUHS. On the ground that he had to deal with matter relating to this contract or that he has had to deal with the matter relating to this contract or that he has expressed his view of matter in dispute in the discharge of duties as and officer of the University. The reward of the arbitrator clause

shall not be applicable after expiry of the terms of the license or revocation as per clause 14 above. The licensee will be governed by the PP Act 1971.

15. The licensee shall take all reasonable precaution to prevent any immoral or unlawful acts or disorderly conduct of his employees so deployed and for the protection of peace and protection of persons of the institute.

16. Mess charges as fixed by licensee shall not be revised for a period of one year

17. The Bidder should have experience of running and maintenance of similar services for last two years and should have its own EPF number. Attached experience certificate from the institution and documentary evidence regarding EPF from Regional, Provident Fund Commissioner.

18. The bidder whose bid is acceptable will have to deposit "Security @ 25% of the contract price in the form of Bank draft within 15 days of the receipt of letter acceptance.

19. In case of the successful bid, if the bidder within the specified time fails to

(a) Sign the agreement

(b) Furnish the required security deposit

Any efforts by the bidder to influence any official / officers of the institute in the whole procedures may result on the rejection of the bidders bid.

