



# Model Economic Township Limited

Tender No. MET/ 2020-21/ 04

Dated: 04.06.2020

To

**Sub.:** Request for Quotations are invited in sealed envelope from interested parties for operation and maintenance of Canteen as well as operation and maintenance of car parking area at Model Economic Township at Village Dadri Toe, Jhajjar.

Dear Sir,

You are hereby invited to submit your commercial bid for the subject work. Your Bid shall include the following:

- 1) Copy of Leave & License Agreement which is to be filled in including your quotation for rent to be mention in para 3 (b) ,stamped and signed by authorized signatory in the format provided in Enclosure 1
- 2) Eligibility Criteria & requisite details required for shortlisting the vendors for Canteen and Car parking works in **Enclosure 2**

All enclosures shall be duly stamped and signed by authorized signatory as acknowledgement of understanding of works required to be carried out.

The bidding timelines are as follows:

Sl.	Activity	Date
1	A) Submission of Proposal with Complete document at 3rd Floor, 77-B, Sector-18, Iffco Road, Gurugram – 122 015, Haryana Phone: +91-124-482 7369  B) on email at hanish.setia@ril.com	15.06.2020

We look forward for your participation.

Thanking You

**For Model Economic Township Limited**

## **Enclosure-1**

### **LEAVE AND LICENSE AGREEMENT**

This Leave & License Agreement ("Agreement") is entered into & executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2020,

BY AND BETWEEN

**MODEL ECONOMIC TOWNSHIP LIMITED**, a company registered under the Companies Act 1956 and having CIN: U70109HR2006PLC036416 and PAN: AADCR4037Q with its registered office at 3rd Floor, 77-B, IFFCO Road, Sector 18, Gurugram - 122015, Haryana, hereinafter referred to as "**METL**" or "**Grantor**" (which expression shall, unless repugnant to the context of meaning thereof, be deemed to mean and include its successors and permitted assigns) through its authorized signatory, Shri \_\_\_\_\_, duly authorized through Board Resolution dated \_\_\_\_\_, PARTY OF THE FIRST PART

AND

Mr. \_\_\_\_\_ son of Shri \_\_\_\_\_, aged about \_\_\_\_\_ years, occupation \_\_\_\_\_, having PAN \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_, resident of \_\_\_\_\_, hereinafter referred to as "**Grantee**" (which expression shall, unless repugnant to the context of meaning thereof, be deemed to mean and include his heirs, executors, administrators and successors-in-interest), PARTY OF THE SECOND PART.

The Grantor and the Grantee are hereinafter collectively referred to as the "Parties" and individually as a "Party".

**WHEREAS** METL is developing industrial colony, namely model economic township (hereinafter referred to as "MET"), in the revenue estates of village Dadri Toe, Bir Dadri, Sheojipura, Yakubpur and Sondhi, Tehsil Badli, District Jhajjar (Haryana) in accordance with various licenses granted by the Department of Town and Country Planning, Haryana, Chandigarh and has developed Sector - 3 therein in MET. METL has, inter alia, developed and constructed a temporary canteen having area admeasuring approx. \_\_\_\_\_ sq. ft. and a truck parking area admeasuring approx. \_\_\_\_\_ sq. ft. and toilets, separate for gents and ladies, adjoining to the said Parking area (hereinafter collectively referred to as the "said Premises") in Sector 3, which is more particularly delineated in the map annexed hereto. METL is lawful owner of and otherwise entitled to use the said Premises for the aforesaid purposes.

**AND WHEREAS** the Grantee has represented and warranted METL that it has sufficient expertise, manpower, equipment and facilities to run and manage canteen and parking areas, including but not limited to providing packed fast food items, cooked food items for breakfast, lunch, tea, coffee, snacks and dinner, maintaining health and hygiene conditions in accordance with the applicable laws, rules and regulations.

**AND WHEREAS** the Grantee has approached METL for allowing him to run and manage a canteen and paid parking in the said Premises on leave and license basis on payment of rent.

**AND WHEREAS** the Grantee has physically inspected the said Premises and have understood and satisfied itself in all respects about its location, infrastructure, local conditions, availability of customers, market conditions, its ability to make timely payments etc. and have

not relied upon any representation, statement, estimates or any other information, verbal or otherwise while entering into this Agreement for running and managing a canteen and paid parking area in the said Premises.

**AND WHEREAS**, for and in consideration of the mutual covenants, representations and warranties, the Parties hereto agree to enter into this Agreement on the terms and conditions set forth herein.

**NOW THIS AGREEMENT WITNESSETH AND IT HAS BEEN AGREED AND RECORDED BETWEEN THE PARTIES AS FOLLOWS:**

1. That the foregoing recitals are incorporated herein by reference into this Agreement as though set forth at length.
2. The Grantor doth hereby grants to the Grantee, Leave and License to enter into and upon and remain in the said Premises during tenure of this Agreement subject to the compliance of the terms and conditions agreed hereinafter.
3. Terms and conditions:
  - (a) Tenure of this Agreement shall be 24 months from the date of its execution, unless terminated by the Parties earlier in accordance with the terms agreed herein. On expiry of the aforesaid tenure, this Agreement may further be extended on such terms and conditions as may be mutually agreed between the Parties;
  - (b) Rent for the use and occupation of the said Premises on leave and license basis shall be a sum of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ only) per month plus applicable goods and services tax & subject to deduction of TDS, payable in advance on or before 7<sup>th</sup> day of the every month. In case of delay in making payment of Rent beyond the aforesaid date, simple interest at the rate of 18% per annum shall be payable for the period of delay;
  - (c) A period of 2 (Two) months from the date of execution of this Agreement, shall be rent free period for the Grantee for the purpose of bringing and fixing its furniture, kitchen and other equipment in the said Premises and the Grantee establishes his full set up and run the canteen at the scale as envisaged. The aforesaid rent free period shall not be extended due to any reason whatsoever and Rent shall commence from the next date after expiry of the aforesaid rent free period;
  - (d) The Grantee shall be liable to make payment of applicable taxes etc. payable in respect of its business and activities carried out in the said Premises and the Grantor shall only be liable to make payment of property tax with respect to the said Premises, if applicable.
  - (e) A sum equivalent to 3 months' rent amounting to Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only) has been deposited by Grantee vide cheque/ draft no. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank with Grantor and a sum of Rs.45,000/- (Rupees Forty Five Thousand only) equivalent to 3 months' estimated electricity and water consumption charges towards interest free security deposit, which shall be returned without any interest by the Grantor to the Grantee within a period of 15 days from the date of handing over peaceful vacant possession of the said Premises by the Grantee to Grantor on expiry or early termination of this Agreement, subject to adjustment, if any, for undertaking the restoration work as mentioned hereinafter;

- (f) Grantee shall not charge any sum more than as mentioned below for parking of vehicles in parking area:

Type of Vehicle	Rate upto 6 Hours	Beyond 6 Hours upto 24 Hours	Monthly Pass
Trucks (heavy vehicle)	Rs.50/-	Rs.100/-	Rs.2500/-
Car, Jeep, Auto etc.	Rs.25/-	Rs.50/-	Rs.1500/-
Scooter, motor cycle (two wheeler)	Rs.10/-	Rs.20/-	Rs.500/-

These rates shall always be displayed on a board in the parking area. No cleaning/washing of vehicles with water shall be allowed in the parking area. In case of theft/stolen of vehicle or any items from vehicles, the Grantee shall be responsible for the same and the Grantor shall not have any obligation in this regard. Grantee further agrees and undertakes to indemnify the Grantor for any loss, claim, demand etc raised on the Grantor for such theft/stolen of vehicle or any items from vehicles. Further, the Grantor shall be entitled to fix these parking charges from time to time.

- (g) Both Parties shall be entitled to terminate this Agreement without assigning any reason by serving upon the other Party a notice of 1 (One) month for termination of this Agreement. However, the Grantor shall be entitled to terminate this Agreement with immediate effects in case it gets notices or receives any complaint regarding unhygienic conditions or unlawful activities in the said Premises and the Grantee fails to cure the same to the satisfaction of Grantor within a period of 2 (two) days from the notice served upon it by the Grantor. Further, the Grantor shall also be entitled to terminate this Agreement with immediate effects in case payment of Rent, water and electricity bills is delayed more than 30 days from its due date;
- (h) The Grantee may fix, provide and install in the said Premises at its own cost and expenses items such as tables, chairs and other furniture, electrical gazettes, fans, coolers, air conditioners etc. required for the purpose of its business and to remove and carry all of them while vacating the said Premises and the Grantee shall restore the said Premises in the same condition as it was at the time of execution of this Agreement to the satisfaction of the Grantor.
- (i) In case Grantee fails to restore the said Premises to the satisfaction of the Grantor while vacating the said Premises, the Grantor shall be entitled to deduct and use the interest free refundable security deposit amount for meeting costs and expenses required for restoration of the said Premises in its original position. The Grantor will refund the balance of interest free refundable security deposit amount, if any, to the Grantee after deducting actual costs and expenses incurred in restoration of said Premises and rent till the period the restoration work is complete. In case, costs and expenses incurred in restoration of said Premises are in excess of interest free refundable security deposit amount, then the Grantee shall be liable to make payment of differential amount to Grantor before vacating the said Premises.
- (j) The Grantee agrees, assures and undertakes to vacate and handover the said Premises on expiry or earlier termination of this Agreement. If the Grantee fails to vacate the said Premises or chooses to stay beyond the agreed License period or beyond the notice period in case of earlier termination, then the Grantee shall be liable to make payment of liquidated damages at the rate of Rs.5,000/- (Rupees Five Thousand only) per day over and above the Rent till such time the vacant possession of the said Premises is handed over to the Grantor.

- (k) The Grantee shall have no right to create any sub License or assign or transfer in any manner this license or give to any one possession of the said Premises or any part thereof.
  - (l) The Grantee shall have no right to create any kind of lien, encumbrances or third party interest of whatsoever nature during the currency of this agreement and till the peaceful possession is handed over to Grantor.
  - (m) The Grantee shall take care of its goods and belongings in the said Premises and the Grantor shall not, in any event, be responsible or liable for any loss or damage to any goods or property of the Grantee due to any reason whatsoever.
4. Obligations of Grantor:
- (a) To provide water and electricity connections to the Grantee required at the said Premises, against payment of applicable charges.
5. Obligations of the Grantee:
- (a) To run and operate the canteen and paid parking area in the said Premises as per applicable laws, rules and regulations;
  - (b) To timely pay the rent agreed herein to Grantor;
  - (c) Not to charge the parking charges more than the rates prescribed hereinabove in this agreement.
  - (d) To timely pay for the actual usage of water and electricity used and metered at the said Premises;
  - (e) To maintain cleanliness and sanitation of the said Premises and the surrounding areas thereto;
  - (f) To serve nutritious, safe, clean and hygienic food and snacks at the canteen;
  - (g) To ensure watering the plants planted in the parking area and proper upkeep thereof;
  - (h) To secure all required business permissions/certificates/NOCs required under applicable laws, rules & regulations for running its business at the said Premises;
  - (i) To provide free parking to the employees of the Grantor in the paid parking area;
  - (j) Not to sublease all or any of the part of said Premises;
  - (k) Not to keep and/or sell anything which is or may be prohibited under any applicable law, rule or regulation for the time being in force;
  - (l) Not to demolish or otherwise cause or allow to be caused any damage to the structure, fittings and fixtures, plants and beautification of the said Premises,
  - (m) Not to raise any sort of construction or electrical wiring, plumbing in the said Premises,
  - (n) To ensure that its personnel deployed at the said Premises shall maintain perfect discipline and behaviour and they shall not in any manner cause interference,

annoyance, nuisance to the Grantor, Plot Owners/allottees and other occupants or visitors in MET,

- (o) To set-up a CCTV system in the said Premises for the safety of the customer and visitors thereto and shall be under obligation to provide records thereof as and when demanded by the Grantor for any particular period. The Grantee shall always keep and preserve last 30 days records at all times.
  - (p) To hand over the said Premises to the Grantor on expiry or early termination of this Agreement in the same condition as it is on the date of granting license to the Grantee and in case of any sort of damage, after restoration of the same to the satisfaction of the Grantor.
  - (q) The Grantee shall indemnify and hold harmless the Grantor and its employees from and against all sorts of damages, liabilities, losses, costs and expenses to the extent caused by negligent act, errors or omissions on the part of the Grantee and its personnel which may arise on account of use and occupation of the said Premises.
- 6. This Agreement merely confirms bare minimum of leave and license and does not create any interest into or upon the said Premises or any part thereof in favour of the Grantee. It is not intended by this Agreement to create any lease of any right, title or interest into or upon the said Premises in favour of the Grantee and the Grantee hereby agrees that under no circumstances the Grantee shall ever claim any right of tenancy, sub-tenancy or any right of any other nature into or upon the said Premises except as specifically provided and agreed herein.
  - 7. The Grantee hereby undertakes and agrees that without prior written consent of the Grantor, the Grantee shall not apply for, obtain/get transferred any telephone connection, Cooking Gas Connection, etc. at the address of the said Premises.
  - 8. This Agreement shall be governed by laws of India and Courts at Jhajjar, Haryana shall have exclusive jurisdiction in respect of any matters arising out of this Agreement. All disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be resolved by the Parties through mutual discussions for amicable settlement, and if the Parties fail to arrive at a settlement, the dispute shall be finally resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The seat of the arbitration shall be at Jhajjar or at Gurugram. The tribunal shall consist of a sole arbitrator, to be appointed by mutual consent between the Parties within a period of 2 months from the date of demand of arbitration by one party, failing which the said sole arbitrator shall be appointed through court of competent jurisdiction. The language of the arbitration shall be English.
  - 9. This Agreement is final and complete expression of the Parties. This Agreement shall not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by both of the Parties hereto.
  - 10. All expenses in execution of this Agreement, viz. Stamp duty etc. will be jointly borne by both the Parties equally.
  - 11. This original Agreement shall be retained by the Grantor and the copy thereof duly signed by both the parties shall be retained by the Grantee.

IN WITNESS WHEREOF both the Parties have signed this Agreement at the place, day, month and year first above written in the presence of the following witnesses:

**GRANTOR**

**GRANTEE**

For **Model Economic Township Limited**

(Authorized Signatory, Shri \_\_\_\_\_)

(Shri \_\_\_\_\_)

Witness No.1

Witness No.2

Signature:

Signature:

Name:

Name:

Aadhaar No.:

Aadhaar No.:

Father's Name:

Father's Name:

Address:

Address:

## **Enclosure-2**

### **ELIGIBILITY CRITERIA & PERFORMANCE STATEMENT for Canteen and Car parking Vendor**

#### **ELIGIBILITY CRITERIA**

- The Vendor should have the experience of running Canteen in any of the Govt. Departments/ Institutions/Public Sector Undertakings/Private Organizations etc.
- or**
- The vendor should have experience of running Dhaba for at least five years
- The vendor should have at least 5-10 staff at each Dhaba depending on size and turnover of Dhaba.
- Vendor's residence should be within a radius of 20-30 km from Dadri Toe.
- The Vendor should have the experience of operation of car parking of cars, trucks and two wheelers in any of the Govt. Departments/ Institutions/Public Sector Undertakings/Private Organizations etc.
- The vendor should provide certificates from at-least two organizations (Govt. and /or private) regarding successful running the canteen.
- Annual Turnover of the vendor for Dhaba / Canteen services and car parking management during each of the last three years as on ending March, 2020, should not be less than Rupees ten (10) Lakhs.
- Vendor should be registered with shops & establishment act.
- The vendor should have license/registration from Food/Health Department/FSSAI (Food safety & standards authority of India) and other authorities, if any to run the canteen/mess.
- The vendor should have a PAN card & GST no

#### **PROFORMA FOR PERFORMANCE STATEMENT**

(For a period of last three years)

Contract placed by (full address of Employer)	Work order no and date	Work start Date	Description of Services	Value of Services (Per Annum)	Period of Contract	Whether the services have been performed as per Contract provisions. Deviation if any may be indicated.

**In case Vendor his Running his own Dabha Details required in following manner**

Sno	Location & Name of Dabha	No of Staff	Date of Start	Monthly Turn over