

Gautam Buddha University

Greater Noida

TERMS & CONDITIONS FOR ALLOTMENT OF SHOPS

Gautam Buddha University, Greater Noida invites Sealed Proposals in the prescribed application form for allotment of Commercial Shops on rental basis.

IMPORTANT DATES

Bid Opens on	:	07th February, 2010
Bid Closes on	:	20th February, 2010
Submission of Offers	:	20th February, 2010 upto 01:00 p.m.
Date of Opening of Proposals	:	22nd February, 2010
Time of Opening of Proposals	:	11:30 a.m.

TERMS & CONDITIONS FOR ALLOTMENT OF COMMERCIAL SHOPS

Gautam Buddha University, Greater Noida invites Sealed Proposals in the prescribed application form for allotment of Commercial Shops within the shopping complex on 11 month rental. The allottee shall have the right for opening Departmental Store, Bank, Restaurant, Chemist Shop and for General Use as prescribed in details in 1.1.

1.0 DETAILS OF SHOPS AVAILABLE

1.1 BUILT-UP SHOPS ON GROUND FLOOR IN SHOPPING COMPLEX

	(1)	(2)	(3)	(4)	(5)	(6)
Sr. No.	(No. of shops) Shop No. *	Carpet Area of Shop(s) (M x M.)	Reserve Rental Rate per sqm. (in Rs.)	Processing Fee (in Rs.)	Earnest Money (in Rs.) (= to 2 months rent)	Permitted Activity
1.	'Cafeteria'	Main Cafeteria 15.0 X 9.00 Kitchen 8.0 X 5.77 Service Counter 3.685 X 5.77 Handwash 1.5 X 3.61	559/sqm	1000/-	Total area as per (2) X Reserve Rental (3) X 2 months.	Cafeteria
2.	'Bank'	15 X 7.5=112.5	559/sqm	1000/	Same	Bank
3.	'Chemists'	7.83 X 5.77=45.179	559/sqm	1000/	Same	Chemists
4.	(1)15	3.03 X 5.77=17.483	559/sqm	1000/	Same	Departmental Store

5.	(9)16,17,18, 20,21,22,23 ,vol 24,25.	3.145 5.77=18.147	X	559/sqm	1000/	same	General Use
6.	(2) 19,26	3.02 5.77=17.425	X	559/sqm	1000/	same	General Use
7.	(2)13,14	7.765 5.77=44.804	X	559/sqm	1000/	same	General Use
8.	(1) 12	7.545 5.77=43.535	X	559/sqm	1000/	same	General Use
9.	(2)11,2	3.61 5.77=20.83	X	559/sqm	1000/	same	General Use
10	(8)3,4,5,6,7, 8,9,10.	3.80 5.77=21.926	X	559/sqm	1000/-	same	General Use

*Location As per sitemap

2.0 ELIGIBILITY

1. Any person, trust, firm, company or registered co-operative society of Indian Origin may submit proposal for one or more than one shop. (However, only one shop per applicant will be allotted)
2. The proposal submitter should be competent to submit the tender and enter into contract.

3.0 PAYMENT PLAN

The proposal submitter has to submit 2 demand drafts, one each for the Processing fee and the Earnest money separately along with the proposal application. Monthly rental is to be deposited/ paid in advance by the seventh of each month. The earnest money and processing fee details are given in table 1.1. Since an option of two shops can be filled in the application the demand draft should be of the amount which is the higher of the two options.

4.0 HOW TO APPLY

The applicant may use the Proposal Application form as attached in Annexure I of this document.

5.0 RESTRICTION ON UTILITY

The shops have to be utilized as per the details prescribed in 1.0 above or in case of 'General Use' shops as mentioned in rent agreement, from the date of rent agreement. The allottee shall use the shops/showroom/eating joint subject to the condition that the activities considered not to be of public interest/hazardous against the existing statutes shall not be carried out. Any activity which creates noise pollution or air pollution, shall not be allowed in the shopping complex. Allottee shall obtain all statutory clearances from the Authorities concerned for functioning prior to commencement of Business and the University shall not be responsible for any consequences arising out of failure to do so.

Shops are prohibited Sale and Distribution of any kind of tobacco, liquor, pornographic material, psychotropic drugs or related products.

6.0 EXECUTION OF LEASE DEED, POSSESSION & COMPLETION

6.1 Rent Agreement – The allottee shall be required to enter into a Rent Agreement within two weeks of Date of Allotment. In case of failure to do so action may be taken as per General Terms and Conditions of the allotment.

6.2 Functional – The shop has to be made functional as per purpose specified in rent agreement within two months of execution of Rent Agreement.

7.0 MODE OF PAYMENT

Normally no extension in payments shall be allowed. All payments must be in the form of DD/PO drawn in favor of Gautam Buddha University payable at New Delhi/Noida/Greater Noida.

Note: For the purpose of this document the date of issue of allotment letter shall be reckoned as the date of allotment. Also, For the purpose of this document the date of execution of the Rent Agreement shall be reckoned as the date of taking over of possession.

8.0 AREA

The area mentioned is approximate and the allottee will have to accept a variation of upto 10%.

9.0 ACCEPTANCE OF PROPOSAL

The Competent Authority of the University may without assigning any reason, withdraw all or any of the shops from the offer at any stage.

The committee responsible for finalization of the allotments may accept or reject any offer including the best proposal after considering all other aspects.

An applicant may put in a application offering higher rent/sqm than the reserve price.

Maximum of only one shop can be allotted to a single applicant.

A proposal cannot be withdrawn once made.

10.0 AS IS WHERE IS BASIS

The commercial shops have to be accepted on 'As is where is basis'.

11.0 UNSUCCESSFUL PROPOSALS

Earnest money will be returned to unsuccessful tenders after completion of the tender process. The processing fee is non-refundable.

12.0 SURRENDER

The allottee may surrender the allotment before signing of the Rent Agreement. If within two weeks of allotment date if the rent agreement is not signed and neither is the allotment surrendered, then the earnest money will be forfeited.

13.0 CANCELLATION

The Rent Agreement may be cancelled by the Competent Authority of the University in case :

13.1 Allotment was obtained by misrepresentation/suppression of material facts.

13.2 Any violation of directions issued of rules framed.

13.3 For any other reason deemed fit.

In case of cancellation all deposits and/or earnest money will be forfeited.

14.0 VOLUNTARY WITHDRAWAL

The allottee can vacate the shop on voluntary basis by giving two months in advance notice to the competent authority.

15.0 RENT AGREEMENT RENEWAL

The Rent agreement will be renewed by signing a fresh rent agreement on mutual consent unless the allotment was cancelled. The reserve rent of Rs 559/sqm or as bid by the applicant, whichever is higher may be increase by a maximum of 10% in every subsequent renewal of the rent agreement. The exact extent of increase in rent percentage uniformly applicable to all renewals will be as decided by the competent authority.

16.0 EXECUTION OF RENT AGREEMENT AND POSSESSION

Rent agreement has to be signed within two weeks of allotment.

17.0 DOCUMENTATION CHARGES

All Agreement related documentation charges are to be borne by the allottee.

18.0 FUNCTIONAL

The Shop allotted has to be made functional to the satisfaction of the Competent Authority of the University within two months of Rent Agreement.

19.0 TRANSFER/SUB LEASE OF COMMERCIAL SHOPS

Transfer and sub letting is not permitted without the written permission of the Competent Authority of the University.

20.0 ENCUMBERANCE

The allottee cannot create any charge/lien/mortgage/hypothecate on the shop(s) allotted to him for any purpose.

21.0 MISUSE, ADDITIONS, ALTERATIONS ETC.

The allottee cannot use the commercial shops for any other purpose other than that for which allotted. Any alterations in the structure may lead to cancellation of the Rent Agreement.

22.0 LIABILITY TO PAY TAXES

All Government taxes due to the Commercial shop or activity is to be borne by the allottee.

23.0 MAINTENANCE

The property needs to be well maintained and the surroundings should be kept neat and clean. In case on non compliance penalty may be imposed by the Competent Authority of the University.

24.0 OTHER CLAUSES

The Competent Authority of the University reserves the right to make such additions/alterations or modifications in the terms and conditions of the Allotment/ Rent Agreement as necessary from time to time.

Gautam Buddha University

Greater Noida

Application form for allotment of Commercial Shops

Name of the applicant: _____

Details: Person/ Trust/ Firm/ Company/ Registered co-operative society

PAN Number: _____

Sales Tax / Service Tax Registration Details: _____

**Registration under Shop and Commercial Establishments Act
(wherever applicable):** _____

Details of shop applied for :

Sr. No	Shop Number/ Name of Earmarked shop Applying for	Purpose for which intended	Similar Experience details*
1.			

*Wherever applicable mention details of experience in running similar setup.

Rent offered = Rs. ____/sqm (should be greater than or equal to the reserve price)

In case your application is not found suitable for the shop no. being applied for, would you like to this application to be considered for another similar sized or smaller shop. If yes, Shop No. _____

In case your application is not found suitable for the purpose being applied for, would you like to this application to be considered for any other purpose. If yes, give details _____

The following documents have been attached as required:

1. Income Tax Returns of last 2 years
2. Last two years Balance Sheet (if applicable)
3. Bank account statement of last quarter.
4. Two demand drafts, one for Processing Fees and the other of Earnest money for the shop which is bigger of the two options.

I agree to the specific and general terms and conditions as mentioned in the Commercial Shops allotment document.

Signature of applicant/authorized person with Seal

Any other attachments (if enclosed) in support of details mentioned above:

- 1.
- 2.
- 3.