



College of Veterinary and Animal Science
Navania, Vallabhnagar, Udaipur (Rajasthan) – 313 601
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Prof. (Dr.) Tribhuwan Sharma
DEAN

F8()/Dean/NVU/RAJUVAS/Tender/19-20/ 747

Dated 23.12.19

NOTICE INVITING TENDER


Sealed Bids, in prescribed Tender form, are invited on behalf of the Dean, College of Veterinary & Animal Science, Navania, Vallabhnagar, Udaipur (Rajasthan) for the leasing shops for commercial shopping complex as listed below and detailed in the (Annexure-I), from manufactures / distributors / authorized dealers / stockiest / registered Bidders/ bona-fide dealers/Firms/Individual etc. update date and time specified below. The Bidders or their representative may be present in the bid opening. This bidding document may also be downloaded from our website www.rajuvas.org or the website of state public procurement portal www.sppp.rajasthan.gov.in

Brief Description of the Goods/Service/Works:

SN	Name of Service	Quantit	y	pp	rox.Cost.
1.	Shops on-lease (100 sq.ft.)	3			200000 /-

IMPORTANT BID DATA

1.	Procurement Entity's address for Bid submission, clarification and opening of bids	Dean, College of Veterinary & Animal Science, Navania, Vallabhnagar-313601, Udaipur (Rajasthan) Email-deancvasvbn@gmail.com
2.	Deadline for Bid Submission	Date : 09.01.2020 Time : 02.00 PM
3.	Bid opening	Date : 10.01.2020 Time : 11.00 AM
4.	Bid Should remain Valid up to	30 Days from the Last date of submission of Bids
5.	Tender Form	200 /-


23.12.19
DEAN

Tender Form.....
(Kindly read & Sign on all pages)

NIT No. CVAS/NVU/RAJUVAS/Shop-Allotment/2019-20/

Dt.23.12.2019

**GENERAL TERMS & CONDITIONS FOR LEASING OF VARIOUS SHOPS
IN SHOPPING COMPLEX, CVAS NAVANIA VALLABNAGAR, CAMPUS**

Sealed Bids are invited for leasing out of various shops in the new Shopping Complex, CVAS ,Navania,Vallabh Nagar Udaipur. The proposals shall reach latest by 9th January at 02.00 PM and will be opened at 11.00A.M on 10th January 2020 in the presence of the proposers or their authorized representatives who may like to be present.

- A. The proposal should be filled in neatly. Over-writing and erasing shall make the proposal liable to be rejected. Every cutting must be initialed by the Proposer.
- B. Before participating in the tendering process each intending bidder shall affix signature with date on the copy of the condition for Lease of shops, as a token of acceptance of the condition of Lease of Shop contained herein after and shall furnish full name & address of the individual, company, firm on whose behalf the participant is interested to bid. The name of persons, company and full postal address should be furnished. All correspondence made by the Bidder to this furnished address shall be considered as correctly delivered notwithstanding any change in postal address, shall have to be intimated to the CVAS ,Navania,Vallabh Nagar Udaipur Pin-313601.
- C. Person intending to participate in the Bid shall have to pay the specified EMD through Demand Draft drawn in favour of DEAN, CVAS payable at Vallabh Nagar,Udaipur. Dean, CVAS or any other officer duly authorized by him shall have the right to withdraw any shop or shops from being leased out. He may accept or reject any bid/offer or may stop any bidder at any stage from bidding without assigning any reason thereof. No appeal against above action by the Institute shall be entertained. The Shop Allotment Committee shall conduct the Bid of any shop/shops in the following manner:-
 1. The EMD of unsuccessful bidder will be returned and EMD of the successful bidder shall be retained and adjusted at the time of final payment made by the bidder towards security deposit. No bidder shall be permitted to retract the bid. In the event of dispute between the bidder, the dispute shall be decided by Dean,CVAS. His decision in this respect shall be final and binding on all persons offering bids at the auction. The bids offered in any other manner except hereto before mentioned shall not be considered.
 2. The shops shall be allotted through Bid only and to the highest offer for lease by bidder only.
 3. Participant of Bid may offer his highest monthly lease for particular shop he/she willing to keep on lease. Participant can apply for each shop, but one person can get only one shop. The detailed "Shop Allotment Rules and Guidelines 2019-20" is attached as Annexure-I to this tender.

4. The firm shall pay Lease fee as decided by the Institute and it may be revised. The detailed rules and guidelines are available in Shop Allotment Rules and Guidelines 2016 at Annexure-I.
5. The minimum lease per month of each shop is Rs. 5.0 per Sqft of Plinth area, the area of the offered shops is given below. Any price quoted below the minimum monthly lease, the Bid shall be rejected. The area and minimum monthly lease of shops shall be as under,

Type of Shops	No.s	Area of each Shop (in Sq. ft.)	Lease per Sq. Ft.	Minimum Lease per Month
Commercial Shops	3 on Ground Floor	100 (Approx.)	Rs.5.0 per Sq.Ft.	500 Rs.

6. The service charge or any other charges/taxes (if any) as applicable from time to time shall have to be paid by the tenant/s separately. Such Service Charges/taxes shall be collected by CVAS from the tenant/s along with the lease and in turn shall pay to the concern authority. The period of allotment shop will be as per Shop Allotment Rules and Guidelines 2019-20 at Annexure-I.
7. Total 3 numbers of shops available on ground floor. The cost for applying for the Bid is Rs. 200/- (Non Refundable) for each shop. The details of the various shops, presently offered for BID in CVAS Shopping Complex are given below, the bidder may make their choice for shops:-

Sr. No.	Description	Type of Shop	Variety of Shop	EMD/Security
1	Shopping Complex Near Boys Hostel CVAS Navania Vallabnagar Campus	Shop (100 Sq.ft.)	Grocery and House Hold Provisioning Store Gift Items Shop, , Ladies Items,Cakes, Chocolates, Soft Drinks, Breads, Patties,etc.	2 % each of Annual Quoted Lease through DD drawn in favor of Dean, CVAS
2	-Do-	Shop (100 Sq. ft.)	Saloon (for Men) Ladies Beauty Parlor	-Do-
3	-Do-	Shop (100 Sq. ft.)	Stationery Photocopier/Scan/Printing /Computer job work	-Do-

8. The allotment of shop to the eligible and successful bidder shall be given on full payment of amount of security deposit and EMD to CVAS and on execution of agreement/lease deed on non-judicial stamp paper costing Rs. 500/- (Rs. One hundred only) in prescribed format. The cost of stamp paper and other incidental charges shall have to be borne by the successful bidder/allottee.
9. The shop holder/allottee or his/her representative is restricted to make any change in electrical wiring, fittings etc without prior permission of the Institute. The shop holder/allottee or his/her representative shall not make any structural changes in the shop allotted to him/her under any circumstances. If at any time it is found that the structural changes have been made which directly or indirectly is effecting the stability of the building, the said deed shall be cancelled immediately and the shop holder/allottee will be prosecuted and the shop impounded with risk and cost of the defaulter shop holder/ allottee concerned. The details are enumerated in Shop Allotment Rules and Guidelines 2019-20 at Annexure-I.

10. The shop holder/allottee shall have to pay the electricity bill as per actual meter reading to CVAS and water charges at a flat rate of Rs.500 per month for Shops, however if more than one tap is used, the cost towards water charges will be double the charges.
11. However, in case of telephone connections, charges on account of fire safety, insurance cover and security of article within the shop and any other charges, the same shall be made and arranged on his/her own, by the allottee/shop holder. The CVAS will not be responsible for any kind of such payment under any circumstances. The shop holder/allottee shall be solely responsible for discontinuation of any such service due to nonpayment of bills etc, without any liability on CVAS.
12. The shop holder/allottee shall not utilize any additional common space other than the allotted area of shop. The encroachment in service passage, staircase area and other open space shall not be allowed and will attract penalty, in terms of Shop Allotment Rules and Guidelines 2019-20 at Annexure-I.
13. The lease period will be for the period of one year from the date of allotment unless terminated earlier by the Institute for violation of any of the terms and conditions of the Lease/Agreement. The lease period is likely to be extended further as per the terms and conditions stipulated in Shop Allotment Rules and Guidelines 2019-20, at Annexure-I.
14. The ownership of the shop and its legal possession will remain with CVAS Navania Vallabnagar. The allottee will have the right to use the shop during the lease period for the approved purpose only.
15. The shop shall remain open for seven days a week and during the time as decided by the institute. Any closure must be done with approval of competent authority of the institute and proper prior notification among the residents of the campus, CVAS community.
16. If the shop remains closed for more than 7 days without proper permission, it will be presumed to have been closed down. As such, the fresh proposals will be invited for the shop and the loss will be recovered from the first Leasee till that is taken over by the second Leasee.
17. The Institute will not be responsible for the payment of any bill due against any member of the Staff, employee and students etc. A notice to that effect shall be prominently displayed on the shop premises.
18. During the period of lease, if the shop is required by the Institute, the lease can be cancelled and the allottee shall have to vacate the shop within the time specified in the Shop Allotment Rules and Guidelines 2019-20, at Annexure-I. In case of such an eventuality, no compensation except proportionate lease amount for the unexpired period of lease shall be returned.
19. The allottee shall not transfer or sublet the shop or any part of the premises leased out to him/her. In case the Leasee is found to sublet the shop his/her lease will be cancelled immediately.
20. The allottee shall arrange his/her own furniture, partition, installations, shelves, etc. inside the Shop.
21. The Institute shall be entitled to recover any outstanding dues including penalty/fine, installment and other due from security deposit of the Lease holder.
22. The Lease holder will not be allowed to open the facility of the shop to the outsiders. The

shops are solely meant for use by the Residents, Students, Visitors and Staffs of the Institute.

23. 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 allottee shall not be entitled to raise any objection or claim for any deduction in lease period, lease fee and security money in case some other shop is constructed in the Institute campus or in case there comes in existence any authorized shop. The allottee shall equip the shop for running the business to the satisfaction of the Institute authority and shall display the articles in presentable manner.
24. The items shall be sold in the shop as decided by the Institute from time to time.
25. Articles required/sold shall be of the best available quality, reliable and economical. The approved articles/ items sold/ stored for sale in the shop shall be of good quality, if anything sub-standard quality found Competent Authority or any other officer authorized by him on his behalf may seize the whole stock or part thereof and order the destruction thereof.
26. To regulate price and quality, regular monitoring and supervision shall be made any time by an officer/official so authorized by the competent authority and submit the report of the irregularities, if any, to the office for necessary action by the committee, or authorized officer by the competent authority.
27. Only such articles shall be offered for sale, which are particularly approved by the Institute for the shop. The Institute may by order in writing to prohibit the sale of the articles, which are in contravention of the instructions.
28. The rate of various Items, services are to be displayed in the shop. Receipt shall be provided to all customers for every item sold whether the same is demanded by customer or not.
29. The sample of the articles can be collected at any time by the Competent Authority or his representative and if found substandard, appropriate punishment including cancellation of lease can be imposed.
30. The Lease allottee shall keep a Complaint Book which shall be made available on counters to the Customers and authorized Officer(s) of the Institute shall have the right to see all these Complaint Books as and when required.
31. In case of any default, complaint or deterioration of requisite quality of items, the Lease allottee shall be liable to pay reasonable penalty levied by the Institute and shall deposit the penal amount as per direction of the Institute.
32. Over charging of rates is strictly prohibited. In case of default, his lease will be cancelled.
33. The sale, storage or stock, deposit of Narcotics, tobacco, alcohol and other contraband & dangerous goods/materials in any form is strictly prohibited in the shop. Further, Smoking and consumption of Alcohol/intoxicants in the premises are strictly prohibited.
34. The allottee/shop owner shall maintain the premises in good condition and keep it clean and tidy always.
35. The waste must be disposed of and 100% cleared before closing of each business day and cleared at sufficient intervals during the day. The firm shall maintain neat and cleanliness of the premises at all times.
36. In case of any loss or damage to the Customers due to him/her employee's negligence,

the allottee shall be responsible to make good the loss to the customer.

37. No child labour shall be employed by the allottee in any case. Full details of the employed person will be maintained by the allottee/shop holder and will be provided to competent authority as and when demanded.

38. The allottee/shop owner will not appoint any employee without proper police identification/verification and shall supply the list of his workers deployed by him who shall be equally responsible to receive any orders/information issued from this office rather they shall be treated as like allottee in this regard.

The allottee/shop owner shall be fully responsible for good conduct and character of his/her employee(s) and employees shall be properly dressed and ensure that the dress is neat & clean at all times.

39. The allottee/shop owner shall be responsible for the repair of shop required, if any, during the lease period.

40. The allottee/shop owner shall not dump any empty packing, baskets or any material on the roof or in the open space outside the premises not allotted to him and 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 up to Rs. 1000/- can be imposed on the allottee by the Competent Authority.

41. On cancellation of lease, the shop shall be vacated by the allottee/shop owner immediately from the date of issue of notice in writing by the Institute. The Institute shall take immediate possession of the shop and make alternative arrangements to run the same immediately. If any material or fitting belonging to him/her are not removed by him immediately as directed by the Institute, these will become the property of the Institute.

42. The allottee/shop owner shall be responsible to make all arrangements to ensure with regard to the safe custody. The Institute shall not be responsible for any damage, loss or theft in shop, if any.

43. The allottee/shop owner shall not raise any legal dispute in the court of law and if there is a dispute the matter will be referred to an Arbitrator who would be the Dean, CVAS Navania Vallabnagar or will be appointed by him and his decision shall be final and binding.

44. The decision of Dean, CVAS Navania Vallabnagar in regard to interpretation of the terms and conditions shall be final and binding and shall not be called in question in any proceedings before any court or forum.

45. All disputes arising out during the lease period shall be subject to the jurisdiction of Navania Vallabnagar only.

46. All other terms & conditions, rules and regulations are mentioned in Shop Allotment Rules and Guidelines 2019-20 at Annexure-I.

47. Additional specific condition may be imposed by the Institute whenever considered necessary and appropriate. The same shall be intimated to the firm in due course.

48. The allottee/shop holder shall strictly observe and follow all the orders and instructions issued by the Institute from time to time. In case of non-compliance of orders and breach of any of the terms and conditions of Lease Agreement, the lease/allotment can be cancelled by the Institute without assigning any reason and security amount will stand forfeited.

INSTRUCTIONS TO THE BIDDERS:

1. Interested bidders can visit the site in our Campus on any working day. In case of any further clarification, the bidders may contact Dean, CVAS Navania Vallabnagar Udaipur, Pin-313601, India
2. The bids must be submitted in one packet super scribed "NIT FOR LEASING OF VARIOUS SHOPS IN SHOPPING COMPLEX, CVAS, NAVANIA VALLABNAGAR, NIT No. with Date and Last Date of Submission mentioning as per the following.
 - a) Detailed Proposal in the attached format along with additional information, if any.
 - b) Experience.
 - c) Credentials.
3. The required E.M.D in the shape of Demand Draft drawn in favour of Dean CVAS along with the application and non-refundable fee of Rs. 2 % each of Annual Quoted Lease of the shall be submitted to Dean , CVAS Navania Vallabnagar,Udaipur, Pin-313601, India or send by Speed Post or dropped in the Tender Box kept in the Account Section, before the last date indicated above.
4. Late or incomplete bids will be summarily rejected or in case the bid is not submitted with the appropriate authority, the same shall be summarily rejected.
5. Bids without EMD, application fee will not be honored and liable to be rejected. The E.M.D will be refunded to the unsuccessful bidder.
5. All relevant information and documents must be furnished along with the proposals.
6. The Institute reserves the right to cancel/reject any or all offers without assigning any reason whatsoever.

Dean,
CVAS, Navania
Vallabnagar Pin-313601
Udaipur

ANNEXURE - I

APPLICATION FORM (BID DOCUMENT)

Applicant :- _____

Full Name :- _____

Address & Contact No.:- _____

Variety of the shop _____ (Pl specify)

Area: - _____

Minimum Lease (per month):- _____

Bid/Quoted Lease (per month):- _____

I the undersigned Shri/Smt. _____

Age @ _____ Resident of:- _____

have read & Signed all the Terms & Conditions mentioned in this
bid document and Shops Allotment Rules and Regulations 2019-
20, and shall abide with the same. I hereby submit my
unconditional quote.

Date: -

Applicant's signature
With seal

Name :.....

Address.....

.....

Mobile No.....

Annexure-I

NATIONAL INSTITUTE OF SCIENCE EDUCATION AND RESEARCH, NAVANIA VALLABNAGAR UDAIPUR SHOP ALLOTMENT RULES AND GUIDELINES 2016

1 PROCEDURE FOR ALLOTMENT OF SHOPS

The Dean may constitute a Shop Allotment Committee for the purpose of making recommendations regarding allotment of shops.

2 SHOP ALLOTMENT COMMITTEE

Functions:

The Shop Allotment Committee shall;

- (1) Scrutinize the "price quotations/ bids" for various types/classes of shops.
- (2) Make recommendations regarding allotment of vacancies in the various types/classes of shops in different lease pools for the approval of the Dean .
- (3) Consider any other matters relevant to the allotment of shops which may be referred to it, and make appropriate recommendations thereon for the consideration of the Dean .

3. RULES AND REGULATIONS FOR ALLOTMENT OF SHOPS IN CVAS, CAMPUS

- 1) All shops in CVAS are to be allotted on lease fee basis through open tender. The highest bidder in the open tender are allotted the shops initially for a period of 2 year extendable for one more terms, term will be of 12 months duration, based on satisfactory performance of the allottee.
- 2) Only one shop is to be allotted to a family which would include self/ spouse, dependent father, mother, dependent son, daughter-in-law, unmarried daughter and that member of same family would not be allowed to secure any subsequent allotment of shops through any other business transactions such as partnership or purchase etc.
- 3) All offers of allotment of shops shall be made by the Shop Allotment Committee with approval of the Dean .
- 4) The allottee must produce an affidavit on a non judicial stamp paper worth Rs. 500/- (to be procured at it's own cost) giving the present as well as the permanent residential address, recent passport size photograph(s) and self attested copy of the PAN Card, along with the Bid. The allottee shall submit self police verification certificate at the time of allotment of the shop.
- 5) All allotments shall be made only on lease basis. However, before the occupation of the shops the allottee, after getting the allotment letter shall have to:-
 - (i) Pay the full amount of lease fee for first 12 months and then again after completion of first 12 months in advance as indicated in the allotment letter.
 - (ii) Pay the lease fee for a year in advance in case the shop is allotted for 2 years. The rest of lease fee will be deposited in the beginning of the subsequent years on yearly basis. If the allottee fails to deposit balance lease fee in the beginning of next consecutive years, the contract may be cancelled and EMD and security deposit will be forfeited.

- (iii) Security deposit as prescribed in rules will have to be deposited in advance before occupation.
- (iv) Security deposit will be refunded on successful completion of the tenure of contract.
- (v) Execute a lease and lease deed in the prescribed Performa on stamped paper worth Rs 500/-.

- 6) All formalities in respect of allotment of shop like signing inventory of fixtures (electrical and civil), etc. shall be completed by the allottee within 30 working days of allotment.
- 7) All allottees have to abide by the provisions of Child Labor (Prohibition and Regulation) Act, Shops and Establishment Act, Food Safety and Standards Act and any other statutory regulations as notified by Govt. from time to time.
- 8) Sale of narcotics is strictly prohibited in the shops.
- 9) Any breach in the terms and conditions of the contract between the Institute and allottee will provide an opportunity to the Institute to cancel the contract without assigning any reason whatsoever and forfeiting full or part of the EMD/Security as penalty.

5 ALLOTMENT ORDERS AND EXECUTION OF LICENCE DEED

The Chairman of the Shop Allotment Committee or the Officer dealing with the work relating to allotment of shops shall, after the approval of the recommendations of the Shop Allotment Committee by the Dean, issue orders regarding allotment, also mentioning the specific conditions, if any, stipulated in each case and execute / sign lease deed for the allotted shops.

6 LEASE FEE AND OTHER CHARGES :

- Every allottee of shops shall, in addition to payment of the prescribed lease fee, will also be liable to pay local municipal service charges (if applicable), charges for consumption of electricity at actual and water charges and any other service provided to the allottee for the shop allotted to him or her for the buildings of which the allotted shop forms a part, and any other charges that the Institute may, from time to time prescribe.
- Revision of minimum lease fees: The shop allotment committee may revise the minimum lease fees for all CVAS shops periodically with the approval of the Dean.

7 ACCEPTANCE OF ALLOTMENT :

An allottee shall communicate the acceptance of the allotment made to him or her within 7 working days from the receipt of order of allotment. On acceptance, he/she shall occupy the premises after depositing the lease fee etc. within fifteen days from the date of acceptance unless the premises are certified to be uninhabitable by the Estate Office/Works Section. The Dean may, on receipt of a request from the allottee, suitably extend the period stipulated for occupation of the allotment and provided further that if premises allotted is not occupied within the prescribed or extended time limit, the allotment shall be deemed to have been cancelled on the expiry of the said time limit and the allottee shall not be eligible for another allotment for one year from the date of such cancellation.

At the time of occupation of the shops allotted to him/her, the allottee shall be required to sign an agreement and inventory of fixtures and other fittings provided in the shops. The allottee shall also furnish an undertaking in estate office agreeing to abide by the terms and

conditions of allotment and deduction of lease fee and recovery of any unpaid dues from his/her security amount, if necessary.

8 COMMENCEMENT OF ALLOTMENT :

For the purposes of liability for payment of lease fee and other charges, an allotment made under these rules shall, unless otherwise provided in the terms of allotment in a particular case, take effect from the date as mentioned in the allotment letter.

9 SUBSISTENCE OF ALLOTMENT :

The allotment made under these Rules, shall subsist until: -

- (i) it is surrendered according to the provisions of these rules or
- (ii) it is replaced by another allotment or
- (iii) it is vacated by the allottee or
- (iv) it is cancelled or deemed to have been cancelled under the orders of the Dean . If the allotment is cancelled for any reason(s), the security deposit will also be forfeited.
- (v) If an allottee is found to be unable to run the shop or he/she leaves in between, then also the lease fees, security deposit will be forfeited.

10 SUB-LETTING AND SHARING :

No allottee shall sublet / share the whole or any part of the allotted shop. In case of subletting, the allottee shall render himself/herself liable to the payment of lease fee up to four times the "standard lease fee" of the shop in addition to the cancellation of the allotment.

11 MAINTENANCE OF SHOPS:

- i) The allottee, shall maintain the shop to the satisfaction of the Institute or any other official nominated by the Dean to ensure proper maintenance of the shop.
- ii) The allottee shall allow the maintenance staff authorized by the Institute to have access to the premises at all reasonable hours for inspection.
- iii) An allottee or his/her staff shall not grow any trees, shrubs or plants contrary to the instructions issued by the Institute nor cut or lop off any existing trees or shrubs growing in any garden, courtyard or compound attached to the shops except with the prior written permission of the appropriate authority.
- iv) An allottee shall ensure that he/she and his/her staff do not cause any inconvenience to their neighbors by their conduct.
- v) The allottee shall not undertake any structural change or alternation without written permission from the appropriate authority of the Institute.

12 RESTRICTED MATERIALS :

No inflammable material shall be stored in the shops.

13 DAMAGES / THEFTS :

An allottee shall be personally responsible for any damage beyond normal wear and tear of the fixtures, civil fittings, electrical installations, fencing etc., provided in the shops or theft of any of these items during the period of his/her occupation of the shops. The allottees have to furnish complete present and permanent residential addresses of his/her staff with their photographs to the Dean office, along with the Police Verification Certificate.

14 LIABILITY OF LEASE FEE:

- Where an allotment has been accepted, the liability for payment of lease fee and other charges will be with effect from the date as mentioned in the allotment letter.
- Subject to the provisions of these rules an allottee, if fails to take possession of the allotted shop within the prescribed time limit, will lead to forfeiture of the EMD and Security deposit.

15 OVERSTAY IN SHOPS AFTER CANCELLATION OF ALLTOMENT:

Where an allotment has been cancelled or is deemed to have been cancelled under the provisions of these Rules and the allottee concerned has not vacated it within the prescribed time-limit, he/she shall be liable, in addition to any other action, to pay damages for unauthorized occupation and use of the premises, which may amount upto Rs.500/- per day, along with forfeiture of the Security Deposit. If necessary, the Institute may evict the defaulter with the help of the appropriate local authority. Such allottees will be debarred from any further allotment process.

16 ISSUE OF INSTRUCTIONS :

The Dean , may issue any instructions / orders, etc., in pursuance of these Rules, or may authorize the Estate Office to issue such instructions / orders and all such instructions / orders, shall be binding on the allottees.

17 LEASE:

In every case, the allottee shall be deemed to be Lease holder and not a tenant.

18 INTERPRATATION AND RESIDUAL MATTERS:

On any question of interpretation of these Rules, the Dean's decision shall be final. The matters, or points in relation to which no specific provision exists in these rules, will be governed by the provisions of relevant Rules of Government of India.

19 TO A LEGAL HEIR:

On the death of an allottee the shop may be regularized in the name of his/her legal heir, provided an affidavit is given by each of the remaining legal heirs of the deceased allottee to the effect that they have no objection to such allotment/regularization.

The regularization of allotment in the name of legal heirs on the death of the allottee will be made on the same lease fee which the deceased allottee was actually paying or was liable to pay for the premises immediately before his/her death.

20 RESTRICTION OF TRADES:

When a shop is allotted for a specific trade viz., grocery, snacks, stationery, saloon, Photocopiers etc. the allottee will not ordinarily be allowed to change the trade. The allottee must not indulge in 'unfair trade practices' as per the existing rules of the Government.

21. RELAXATION OF RULES:

The Dean of the Institute may, for reasons to be recorded in writing, relax all or any of the provisions of the rules/instructions governing the policy of allotment, regularization, restoration of shops etc., in the Institute.

22. ELECTRICITY AND WATER CHARGES:

The requisite formalities for taking Electricity connection will be required to be completed by the allottee as per Institute rules. The electricity charges will be payable on the actual basis. The allottee shall be responsible for payment of electricity charges as per energy bills raised by the Institute as per University rules. Water bills per month will be paid by the allottee as per the rate decided by the Institute from time to time.

23 CHANGE OF PURPOSE OF SHOPS/CANTEEN/ BOOTH ETC.:

If shop allotment committee feels that for a particular shop there is no bid/ price quotation and shop/ canteen /booth etc. remain vacant. The committee can change the purpose of shop/ canteen/ booth etc. for the purpose of its allotment and call for fresh bids as per rules.

24 MISCELLANEOUS:

- 1) The Institute reserves the right to inspect/check the quality of edibles, selling rates of all items. Any excess charging from customers and if the items being sold are found to be of poor quality or unhygienic and the cases falling within the definition of misconduct with customers will tantamount to breach of contract agreement.
- 2) The Institute shall be at liberty at any time to put an end to the contract by giving 30 days notice as deemed proper and reasonable and any such notice delivered to the allottee or his/her staff or pasted at the shop will be deemed to be sufficient.
- 3) All shops will display the price of all items sold in the shop, not having printed MRP. The facility will be available for all days.
- 4) Time to time the performance of shops will be evaluated. The feedback reports will be taken from students/ staff/ faculty/residents of the Institute in terms of rate, quality, hygiene, cleanliness, availability of items, conduct of allottee and its staff. The overall performance will be assessed by shop allotment committee.

DEFINITIONS :

- a) "Dean " means the Dean,CVAS.
- b) "Shop Allotment Committee" means the committee constituted by the Dean , from time to time, to consider allotment of shops under these rules and other matters connected therewith.
- c) "Institute" means the CVAS.
- d) "Allotment" means the grant of Lease to a person to occupy a shops in accordance with the provisions of Shop Allotment Rules.
- e) "Allotment Year" means the year beginning 1st of January or such other period as may be notified by the Dean,CVAS.
- f) "Family" means the wife or husband, as the case may be, children, "step-children, legally adopted children, paleases, and brothers and sisters who ordinarily reside with and are dependent on the allottee.
- g) "Lease Fee" means the sum of money payable in respect of a shop/commercial accommodation allotted in accordance with the provisions made in these Rules.
- h) "Sub-letting," means, unauthorized letting out whole or part of the accommodation by an allottee to another person with or without payment of lease fee by such other person.
- i) Chairperson - Shop Allotment Committee" means the Chairperson of the committee constituted by the Dean , from time to time, to consider allotment of under these rules and other matters connected therewith.
- j) Tender: To be published in News paper seeking bids for the allotment of shops.