

# Tender Document

FOR

**LEASE OF TWO SHOPS IN THE GOVERNMENT POLYTECHNIC, SECTOR-26,  
PANCHKULA**

<b>Start date of submission of bid</b>	<b>06.11.2023 at 11:00 AM</b>
<b>Last Date of Submission of Bid</b>	<b>30.11.2023 upto 5:00 P.M.</b>
<b>Date of Opening of Technical Bid</b>	<b>01.12.2023 at 11:00 A.M.</b>
<b>Opening of Financial Bid</b>	<b>08.12.2023 at 11:00 A.M.</b>
<b>Place of Opening the Tender</b>	<b>O/o Principal, Govt. Polytechnic, Sector-26, Panchkula</b>

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## **Govt. Polytechnic, Sector-26, Panchkula (Haryana)**

Email: [gp-panchkula@techeduhry.gov.in](mailto:gp-panchkula@techeduhry.gov.in)

Sealed tenders are invited from the interested parties/vendors for leasing out the following Shops in the Institute for a period of one year.

1. General Store Shop - (Shop No.-2) – 01 No.

The tender submission will start w.e.f. 06.11.2023 upto 30.11.2023 by 5:00 PM. The tender document can also be seen on our website [gppanchkula.ac.in](http://gppanchkula.ac.in) For details visit at above Institute website. The bids can be submitted physically/ through courier in sealed envelopes at Government Polytechnic, Sector-26, Panchkula. Principal reserves the right to cancel the tender without assigning any reason.

**Principal**

### **IMPORTANT DATES/SCHEDULE OF TENDER**

<b>Start date of submission of bid</b>	<b>06.11.2023 at 11:00 AM</b>
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### **TENDER FEE DETAILS**

Intending bidders may obtain the tender document along with details from the office of Principal Government Polytechnic, Sector-26, Panchkula at a cost of Rs.500/-(non refundable) as tender processing fee or they may obtain copy of the tender document along with details from our website [gppanchkula.ac.in](http://gppanchkula.ac.in) and in that case submit the tender document along with Demand Draft of Rs. 500/- (in addition to EMD) in favor of 'Principal, Government Polytechnic, Panchkula' Payable at Panchkula.

<b>FEE PARTICULARS</b>	<b>AMOUNT</b>	<b>MODE OF PAYMENT</b>
Earnest Money Deposit (EMD)	At the rate 20% of Annual rent amount.	Demand Draft in favor of 'Principal, Government Polytechnic, Panchkula' Payable at Panchkula

Interested bidders may submit their complete bids including supportive documents, tender fee, EMD and financial bid in sealed envelopes (separately for technical and financial) addressed to Principal, Government Polytechnic, Sector-26, Panchkula.

## **NOTICE INVITING TENDER**

### **SCOPE OF BUSINESS:**

The Institute is desirous to lease out to run the below mentioned Utility Shops (01 Numbers) to facilitate the students in the campus of Institute. Approximately 800 Students and 90 Teaching & Non Teaching staff members are expected to be on roll of the Institute. In addition to this Approximately 60 Girl Students are residing in the Institute Hostel.

<b>Sr. No.</b>	<b>Name of Shop</b>	<b>Number of Shop(s)</b>
<b>1</b>	General Store Shop - (Shop No.-2)	1

Govt. Polytechnic, Sector-26, Panchkula invite the bids from various parties for leasing of two utility shops i.e. Stationary Shop and General Store as per the terms and conditions laid down in tender document. Prospective bidders may go through tender document placed on Institute website [gppanchkula.ac.in](http://gppanchkula.ac.in) and may submit their bids offline as described above.

The Bidders shall have to pay for the EMD Fees through demand draft only in favor of 'Principal, Government Polytechnic, Panchkula' Payable at Panchkula.

### **ELEGIBILITY:**

1. The person/applicant must be free from disease and sound health & good character and age between 18 to 65 years and must be vaccinated with covid-19 vaccine.
2. The person should have copy of audited Balance Sheet if any. Those who are not having audited balance sheet, have to enclose photocopy of Bank passbook showing Bank Account Number, Photo, Branch address, Branch code, IFSC Code and transaction entries of last six months.
3. The bidder has also to enclose PAN Card /Aadhar Card /Voter Card or any other valid ID and Address proof.
4. Only those persons/individuals/agency may apply, who are serious to run the shop by himself/herself including spouse/son & daughters or in blood relation of the bidder.
5. Only one business/shop will be allowed to run in the campus by an individual/person/agency against their family/company. In case, any agency is already running any business/shop and/or found suitable for any other business/shop, has to choose any one business/shop.
6. Character Certificate/Police Verification issued by Local Administration, MP/MLA, Local Police/ or Gazetted Officer is mandatory.

### **Important Note:**

1. The Applicants/bidders have to complete 'Application / Bid Preparation & Submission' within specified /scheduled time as mentioned above. If any Applicant / bidder fails to complete his / her bid in the stipulated time schedule for this stage, his / her Application/bid status will be considered as 'Applications / bids not submitted'.
2. In the first instance, the payment details of tender document fee and EMD & Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency, wherever required, shall be opened in the

presence of such bidders/ Agency who either themselves or through their representatives choose to be present. The bidder can submit their bids as per the dates mentioned in the schedule.

The bids shall be submitted offline in two separate envelopes:

**Envelope 1: Technical Bid**

The bidders shall mention the required eligibility & technical documents in the Technical Bid.

**Envelope 2: Commercial Bid**

The bidders shall quote the prices in price bid format under Commercial Bid, and DD against EMD and tender Fee.

**All the bidders intending to participate in the tender process are requested to visit on our website i.e. [gppanchkula.ac.in](http://gppanchkula.ac.in)**

**BIDDING APPLICATION MUST BE ACCOMPANIED BY THE FOLLOWING:-**

1. The bidder has to enclose duly signed Tender document at each page along with supportive documents as indicated in the tender and Tender Fee, EMD and Financial bid.
2. Technical Bid on the Tender document appearing at Annexure- I duly filled in, signed along with Earnest Money Deposit (EMD) as specified in the form of Bank Demand Drafts (cheques are not accepted) drawn in favor of 'Principal, Government Polytechnic, Panchkila' Payable at Panchkula & Tender document Fee receipt/DD (non-refundable).
3. Proof of permanent address.
4. A complete list of business/shops
5. Audited Balance Sheet/ITR Returns /Bank Pass Book with photo and six month details/Income Certificate, if any.
6. Details of Bank Account of Agency or individual i.e Account No., IFSC Code, MICR No., Bank Name and address.
7. Police Verification or Character Certificate issued by MP/MLA/Municipal Councilor/ Surpanch or Class-I Gazetted Officer is mandatory.
8. Details of PAN/TAN/Service Tax Registration number/ GST No.( as applicable).
9. An authorization letter in favour of the person signing the Tender documents. If not signed by the Proprietor/Partner/Director.
10. An attested copy of the certificate of registration/incorporation (with MoA/AoA) pertaining to the legal status of the bidder.
11. ID and Address proof:  
One ID proof: Voter-Card / Addhar Card / ID Card / Driving License / Domicile and  
One Address Proof: Latest Electricity Bill / latest Water bill / BPL Card / Ration Card / PAN Card etc.
12. Tender document with all annexure should be duly signed and or stamped on each page as acceptance of the terms and conditions.

## **EVALUATION PROCEDURE**

1. The bids will be evaluated on the basis of eligibility and documents submitted by the bidders and further the fee as quoted by them.
2. The lease/allotment of shop shall only be made to those bidder/individual/agencies, who have quoted highest “lease fee” more than the reserved lease amount/ fee as mentioned in the tender document.
3. In case of tie between the parties, the shop will be allotted to those, whose income is less or whose social status is less than the other or as decided by the committee/ authority of the Institute.
4. The lessee is required to convey their consent within 15 days from the issue of letter of award. Besides, they have to take possession within 15 days from the date of acceptance failing which; letter of award/allotment will be cancelled automatically.

## **GENERAL TERMS & CONDITIONS**

1. The Applicants/bidders have to complete ‘Application/Bid Preparation & Submission’ stage on scheduled time as mentioned above. If any Applicant / bidder fails to complete his / her aforesaid stage of bidding in the stipulated time schedule for this stage, his / her Application/bid status will be considered as ‘Applications / bids not submitted’.
2. The Principal, Govt. Polytechnic, Panchkula is not bound to accept the highest tender and reserves the right of accepting or rejecting any Tender without assigning any reason.
3. Every person desirous to participate in the Tender shall have to deposit 20% of the total Lease amount of one year as specified in the Tender Notice as EMD, which will be refunded to unsuccessful Tenderer(s) immediately after the decision is taken. The earnest money of the Tenderer who’s Tender is finally accepted shall be kept as a part of Security.
4. The successful Tenderer shall deposit first monthly installment immediately as the first installment and the lease will be only deemed to be given to the highest Tenderer and confirmation on the same is conveyed to bidder in writing by the Institute. The balance amount of the lease money in equal monthly installments shall be paid by him in the manner here-in-after laid down. Each subsequent installment shall be deposited in advance by the Lessee within seven days of due date.
5. The lease period will be for the contract period of one year unless terminated earlier by the Institute for violation of any of the terms and conditions of the Lease/Agreement. The Lease Period is extendable for another one year on year-to-year basis subject to the satisfactory performance of the lessee with 10% increase in rent amount every year.
6. The lease will be temporary and the successful Tenderer will have to execute an Agreement Bond before taking possession and he will abide by all the terms and conditions of the lease.

7. The Lessee shall along with the agreement as mentioned in clause 6, give Surety of two persons who will execute a Surety Bond to the effect that they shall be responsible to pay the lease amount and other dues outstanding to Institute in case of default of the Lease Holder.
8. The possession of the **SHOP** shall be given to the Lessee only after he has deposited the full Security and first monthly installment along with Agreement Bond, Surety Bond, otherwise his contract will be deemed as cancelled and all money i.e. first monthly installment and security will stand forfeited automatically.
9. If the highest Tender is accepted by the Institute and the concerned Tenderer is not interested to accept the lease and he does not deposit the installments on due dates, then the security already deposited by him will be forfeited and the lease will be given to the next Tenderer according to the list or as per the final decision of the committee on the same.
10. The Lessee shall strictly observe and follow all the orders and instructions issued by the Principal, Government Polytechnic, Panchkula from time to time. In case of non-compliance of orders and breach of any of the terms and condition of Agreement, the lease/allotment of shop can be cancelled by the Institute without assigning any reason and security amount will stand forfeited.
11. Government Polytechnic, Sector-26, Panchkula is an educational Institute and being the students matter, successful Lessee will provide the items on concessional rates with minimum 10% concession on MRP of all items.
12. The Lessee shall make its own arrangements for Electricity sub-meter from the main supply of Government Polytechnic, Sector-26, Panchkula in the **SHOP** and shall be responsible to pay meter charges, electricity charges etc.
13. The Principal/ Institute will not be responsible for the payment of any bill due against any member of the Staff, employee and students etc.
14. 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 tenders will be invited for the **SHOP** and the loss will be recovered from the first Lessee till that **SHOP** is taken over by the new/second Lessee.
15. During the period of lease, if the **SHOP** is required by the Institute, the lease can be cancelled and the lessee shall have to vacate the **SHOP** within the time specified in the order. In case of such an eventuality, no compensation except proportionate lease amount for the unexpired period of lease shall be returned.
16. The Lessee shall not transfer or sublet the **SHOP** or any part of the premises leased out to him/her and the lessee shall not make any addition/alteration in existing immovable structure without prior approval of the Institute. In case the lessee is found to sublet the **SHOP** and/or make addition/alteration in the immovable structure his/her lease will be cancelled immediately and damaged so caused shall be financially compensated to the institute by the lessee.
17. The lessee shall deposit each installment of lease during the prescribed period, failing which an interest @ 18% per annum will accrue and the same shall be deposited along



with due installment without any intimation issued from the Institute. The date, on which the amount due as installment/penalty/interest becomes equal to security deposited by him, the lease will automatically be deemed to have been ceased and the Institute will be competent to re-tender the same. In addition to this, penalty upto Rs. 50/- per day shall be imposed on late deposit of the installment.

18. The Institute shall be entitled to recover any outstanding dues including penalty/fines, installments and other dues from Security of the lessee or from the Surety as arrears.
19. The highest Tender, if allotted, shall have to accept it, start the functioning of shop in specified time and do the work for the allotted period, failing which the security deposited by him shall be forfeited and he will be debarred from participating in Tenders of institute for a period of three years.
20. The Lessee will not be allowed to open the facilities of the **SHOP** to the outsiders. The **SHOP** is solely meant for use by the Students and staff of the Institute.
21. The Lessee will not be entitled to raise any objection or claim for any deduction in lease amount or installment in case some other shop is constructed in the Institute or in case there comes in existence any khokha or authorized **SHOP** after or prior to the lease.
22. The **SHOP** entrusted to the Lessee will be utilized for the purpose, it has been allotted and would be kept in perfect sanitary and clean conditions and in order. The shop shall be handed over back to the Institute after the termination of the lease period in the same condition. The lessee shall start the allotted **SHOP** within two weeks of issue of lease, failing which the lease will be deemed to have been cancelled and the security shall be forfeited.
23. The Lessee shall equip the **SHOP** for running the business to the satisfaction of the Institute authority and shall display the articles in presentable manner along with display of rate list of items.
24.
  - a) The Security deposited by the lessee will be refunded to him after three months of expiry of lease period of the **SHOP** allotted to him. No interest on security shall be given to the lessee. The security shall be refunded after the submission of the clearance Certificate from the Institute.
  - b) Security amount of 20% of the total lease money paid by the Lessee before starting the **SHOP** shall be confiscated with interest in case of breach of any clause mentioned in the terms & conditions of **SHOP** lease.
25. The Institute reserves the right to cancel even the highest tender without assigning any reason.
26. Only such articles shall be offered for sales which are particularly approved/specified by the Institute for the designated **SHOP**. The Institute may order in writing to prohibit the sale of the articles, which are in contravention of the instructions. The Institute can impose a fine upto Rs. 500/- on each default and repeated defaults may lead to cancellation of lease.
27. Articles required/sold shall be of the best available quality.

28. The **SHOP** can be inspected at any time by the Principal of the Institute or their designated representatives.
29. The Lessee shall strictly observe timings of the **SHOP** as fixed by the Institute.
30. The Lessee 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. The rates of the articles/items will be reviewed every year by the Institute.
32. The Lessee will not appoint Child Labour in the **SHOP**, which is not permissible under law.
33. The lessees will not appoint any employee without proper identification/verification.
34. The **SHOP** should remain open during the time as decided and intimated by the Institute.
35. The Lessee shall undertake to provide satisfactory service to the customers. Institute shall have the right to exercise check the same in any form, any time.
36.
  - a) In case of any default, complaint or deterioration of requisite quality of items, the Lessee shall be liable to pay reasonable penalty levied by the Institute and shall deposit/compensate the penal amount as per direction of the University.
  - b) The items shall be sold in the **SHOP** as decided by the Institute from time to time.
37. In case of any loss or damage to the Customers due to him/her employees negligence, the Lessee shall be responsible to make good the loss to the customer.
38. The Lessee shall not make any addition or alteration in the **SHOP** without the written permission of the Institute.
39. The verandah in front of the **SHOP** shall not be encroached upon or used for any purpose other than the public passage.
40. The Institute shall have the right to cancel the lease on the above grounds after giving one month notice and have the **SHOP** vacated at any time, on serving a notice in writing for infringement of the Agreement in part or whole. The Institute shall have the authority to imposed penalty @ twice of the rent per day upto the period the **SHOP** is vacated.
41. The Lessee shall maintain the Institute property in good condition and shall make good of any loss/damage done to the Institute property occupied by him.
42.
  - a) The Lessee shall not dump any empty packing, baskets or any material in the open space outside SHOP in the Institute premises. The garbage as generated from shops shall be collected and disposed-off at designated garbage disposal center by the lessee/shop allottee.
  - b) The Lessee shall not be allowed to sale the items in polythene bags.
43. The lessee shall take every care to keep the premises of the **SHOP** clean and in good condition and he shall also be responsible for the cleanliness of the premises adjoining the **SHOP** leased to him.
44. The Lessee shall be fully responsible for good conduct and character of his employee(s) and employee(s) shall be dressed in proper uniform and ensure that the dress is neat & clean at all times.

45. On cancellation of lease, the **SHOP** shall be vacated by the lessee immediately from the date of issue of notice in writing by the Institute for ejection. 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 are not removed immediately as directed by the Institute, these will become the property of the Institute.
46. In case the Lessee wants to vacate the **SHOP** before the expiry of the period, he shall have to give one month notice but his security shall be forfeited. In case three month notice is given, his/her security shall be refunded without any interest.
47. No General Power of Attorney will be acceptable.
48. Good quality furniture, electrical fitting and fixture etc. will be provided by the Lessee in the **SHOP** for smooth running of the shops.
49. The Institute shall not be responsible for the damage or theft in **SHOP**, if any. Lessee need to make necessary arrangements for the needful.
50. The Lessee shall be responsible for the repair of **SHOP** required, if any, during the lease period.
51. No suit in regard to any matter arising in respect of conditions of this lease shall be instituted in any court except in the Civil Court of Panchkula.
52. Notwithstanding anything contained in the foregoing clauses and without prejudice to the provision of Penalty/fines mentioned in the aforesaid clauses, the Institute can cancel the lease any time for the breach of any condition without any notice to the Lessee and the lessee shall have no claim for compensation.
53. The Lessee shall have to pay Service Tax as applicable from time to time.
54. The lessee shall have to provide printed/electronic bills containing GST number against each sale to students/staff/ the consumers.
55. Timing of Shop: The shop can be run all seven days from morning to late night (8.00 AM to 8.00 PM) or as convenient to the shopkeeper and Institute.
56. Running of shop by bidder only: - The shop has to be run by successful bidder only and not by any other person/servant will not be allowed but assistance of servant can be taken, no sub-letting is allowed.
57. Period of Contract: Initially shops will be allotted for one year, which can be extended further up to maximum 01 year on satisfactory performance and mutual consent. In case of extension beyond two years, if required, the license fee will be reviewed and revised appropriately on the basis of sale/foot fall.
58. Charges of sales items: - Operator has to get done approved their rates from Institute authority/committee and display the rate list at their counters.
59. Non participation of Government Polytechnic, Sector-26, Panchkula staff in bids submission:- Employees of Government Polytechnic, Sector-26, Panchkula and their families are not permitted to participate in bidding process to avoid conflict of interest.
60. List of partners/directors:- The bidder shall disclose the details of the partners/directors etc. in a separate sheet which shall be enclosed with technical bid.
61. Ban on sale of sedatives / addictive /restrictive items: - Contractor/vendor will not sell any cigarette, bidi, pan, alcohol, drugs, etc. in the shop and in the Government

Polytechnic, Sector-26, Panchkula premises, if anyone lessee or their representative is found indulging in such an act; the person shall be asked to leave the campus immediately and the Contractor shall be liable to lose the contract/lease for breach of this condition.

62. Only one shop will be licensed/allotted to one person or his/her family.
63. The Shopkeeper/Allottee has to execute License Agreement on Rs. 100/- Non Judicial Stamp Paper within 15 days from the issue of Letter of Award.
64. Canvassing: Canvassing in any form will be viewed seriously and if any lessee/Agency is found to be resorting to such practices, the lease of such individual/firm will be rejected/cancelled.

Principal,  
Government Polytechnic, Sector-26,  
Panchkula, Haryana.

I have read all the above terms and conditions (Sr. No. 1 to 64) carefully and undertake to abide by all the terms and conditions and rules and regulations of the lease.

Dated:

Signature of the Tenderer :

Name of the Tenderer:

Son/Daughter/wife of

Name of Agency:

Address:

Contact No.:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ANNEXURE-1**

**TENDER FORM (TECHNICAL BID)**

(To be submitted by the Agency/bidder on its letter-head)

All information should be filled and specified by page no.

Name of Agency/ Individual: \_\_\_\_\_

Address: \_\_\_\_\_

<b>Sr. No.</b>	<b>Particulars</b>	<b>Status (Yes enclosed)</b>	<b>Page No. of Docs.</b>
1	Year of Incorporation, in case of firm :- (copy to be enclosed, as applicable)		
2	Address (Copy of proof to be enclosed):-		
3	Name of Owner/Proprietor/Authorized Person:-		
4	Mobile No.:		
5	Email ID:-		
6	Type of Shop applied for :		
7	No. of Workplaces the similar job is done/doing		
8	Agreements/Contracts of similar work done to be enclosed, if any. (Work order mentioning total value and total period of work done along with list with names, designation & Telephone numbers of the authority to be enclosed)		
9	Experience-Certificate of work done to be enclosed, if any. (Experience Certificate mentioning specific relevant work with period)		
10	Details of work carried out by the Bidders during last 03 years, if any. (Copy of the proof of experience to be enclosed)		
11	PAN No. (Copy to be enclosed)		

12	GST No (Copy to be enclosed)		
13	License No. under Contract Labour (R&A) Act, if applicable		
14	Income Tax Return (ITR) or bank statement for F.Y. 18-19 and 19-20, 20-21, if any. (Copy to be enclosed)		

Demand Draft No. \_\_\_\_\_ Amounting Rs. \_\_\_\_\_ Dated \_\_\_\_\_  
and Demand Draft No. Amounting Rs. \_\_\_\_\_ dated \_\_\_\_\_ Drawn  
on \_\_\_\_\_ are enclosed with Technical bid as TENDER  
Fee (in case form is downloaded from the Institute website) and EMD.

Dated: -

Signature :

Name in Block letters: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Address with Stamp: \_\_\_\_\_

\_\_\_\_\_

**ANNEXURE- II**

**ACCEPTANCE OF THE BIDDERS**

Name of the Work.....

All the clauses of TENDER document and terms and conditions enumerated in this form have been read by me/ us and are acceptable to me/ us.

Dated: -

Signature :

Name in Block letters: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Address with Stamp: \_\_\_\_\_

\_\_\_\_\_

**ANNEXURE-III**  
**UNDERTAKING**

To,

The Principal,  
Government Polytechnic, Sector-26,  
Panchkula (Haryana)

Sir,

1. I/we the undersigned, certify that I/we have gone through the terms and conditions mentioned in the TENDER documents and undertake to comply with them.
2. It is further certified that our firm/individual has not been blacklisted by any agency in India or abroad.

Dated:

SIGNATURE OF THE BIDDER WITH SEAL

NAME OF THE BIDDER WITH ADDRESS:



**ANNEXURE-IV**

**FINANCIAL BID**

Name of Bidder: \_\_\_\_\_

I agree to abide by the terms & conditions as mentioned in the Tender documents or communicated while the allotment of lease to run the shops in the campus of Government Polytechnic, Sector-26, Panchkula.

Name of the Shop	Number of Shop(s)	Reserved Monthly lease Fee/ Rent for (Rs. Per Month)	Quoted Monthly Lease Fee/ Rent for shop. GST- (extra, if any)
General Store Shop (Shop No.-2)	01	2200/-	

1. Shops can be interchanged as per requirements.
2. Besides license fee, actual electricity charges shall be charged as per meter readings. The per unit electricity charges shall be decided as per Uttar Haryana Bijli Vitran Nigam Limited norms. The charges shall be payable on 10th day of each month, otherwise suitable penalty will be charged.
3. The person/agency has to take possession of the shop within 15 days from the award of lease. Subsequent monthly license fee on monthly basis in advance before 10<sup>th</sup> of every month shall be deposited. In case of non-submission of license timely, penalty @ Rs.500/- per months shall be charged until clearance of outstanding otherwise same will be recovered from security. Defaulters more than 3-months, the lease/license will be cancelled and shop will be vacated. The Electricity Bill, Water Bill, etc. will also be deposited on monthly basis.
4. The EMD of successful bidder shall be converted in to Security and kept deposit with Government Polytechnic, Sector-26, Panchkula which will be refunded after the completion of contract and subject to settlement of dues.

Date:

Place:

Signature:

Name:

Mobile No.:

Address: -