

**TAGORE THEATRE SOCIETY**  
**SECTOR 18B, CHANDIGARH**  
**PH.0172-2724278**  
[www.tagoretheatrechd.org](http://www.tagoretheatrechd.org)

e-TENDER FOR LEASING OUT CANTEEN AT TAGORE THEATRE SOCIETY, SECTOR-18B,  
 CHANDIGARH.

**IMPORTANT INSTRUCTIONS**

1. All the instructions contained in the Tender Form are important and are required to be complied with.
2. Please ensure that Technical Bid, Price Bid and Bid Guarantee [Earnest Money Deposit (EMD)] are submitted online through e-tender portal ([etenders.chd.nic.in](http://etenders.chd.nic.in)) on or before the last date & time of receipt of e-tender. The original Earnest Money Deposit (EMD) and Affidavit regarding the non-black listing as per **Annexure 'F'** are required to be deposited in a sealed cover in the office of the Tagore Theatre Sector-18B, Chandigarh on or before the last date & time of receipt of tender failing which tender shall not be entertained and will be liable to rejection.
3. The Earnest Money Deposit is acceptable in the form of Fixed Deposit Receipt/ Account Payee Demand Draft/ Banker's Cheque (Valid for three months from the date of issue) drawn on any commercial bank, payable at Chandigarh, in favour of TAGORE THEATRE SOCIETY. Earnest money in any other form is not acceptable and the tender shall be treated as invalid.

**CHECK LIST DULY FILLED IN IS TO BE ATTACHED WITH THE TENDER**

1.	Status of firm whether- i) Company/ Partnership Firm/ Proprietorship Firm/ Individual. ii) Whether the proof of registration of the company/ firm has been submitted online?	_____ Yes/No
2.	Whether a copy of Resolution passed by the Executive Body authorizing the specific officer/partner for signing the documents for this tender has been submitted on line?	Yes/No
3.	Whether certificate of three years experience, on the last date of submission of Tender, in managing/running Restaurant/Fast Food/Cafeteria/Canteen in Central/State Govt. Department, Offices, Under takings, Boards, Corporation alongwith proof of minimum annual turnover of Rs.5.00 Lac (supported by audited Balance Sheet) in any of these three years besides list of such Institutions/Organizations and also certificate of satisfactory performance,	Yes/No

	have been submitted on-line ?	
4.	Whether an affidavit on the Non-Judicial Stamp Paper, duly attested by the Executive Magistrate/Notary Public, regarding non-blacklisting/ non-prosecution of firm has been submitted on-line and in physical form as per Annexure F?	Yes/No
5.	Whether the Technical Bid and Price Bid have been submitted on-line?	Yes/No
6.	Whether each page of the tender document at Annexures 'A' to 'G' and other enclosures as well as cutting(s)/ overwriting(s) have been signed/initialed by the Tenderer or by the authorised signatory and also the forwarding letter has been submitted on-line?	
7.	Whether the Bid Guarantee (Earnest Money Deposit) in the form of Fixed Deposit Receipt/ Account Payee Demand Draft/ Banker's Cheque from any of the commercial banks in an acceptable form payable at Chandigarh, which is valid for three months, drawn in the name of TAGORE THEATRE SOCIETY, payable at Chandigarh, for an amount of Rs.1,00,000/- (Rupees One Lakh only), has been submitted physically as well as online?	Yes/No
8.	Whether the copies of Income Tax Returns filed for last three years, PAN, TAN issued by the competent authority have been submitted on-line?	Yes/No
9.	Whether the self attested copies of the Service Tax No. issued by the competent authority have been submitted on-line?	Yes/No
10.	Whether self attested copy of all registration(s)/permission(s)/ Food Safety License(s), etc. such as License/Code Number, which are required under any Law for providing the services under this Service Agreement, have been submitted on-line?	Yes/No
11.	Whether the Tenderer has its/his functional office in Tricity (Chandigarh, Mohali and Panchkula)?	Yes/No
12.	Whether undertaking duly signed regarding Licence Fee quoted to be above the Minimum Licence Fee has been submitted on-line?	Yes/No
13.	Any other information	

Place: \_\_\_\_\_

Signature of Tenderer \_\_\_\_\_

Dated: \_\_\_\_\_

Full Name of the Tenderer \_\_\_\_\_

Address \_\_\_\_\_

TENDER DOCUMENT SR. No. \_\_\_\_\_

DATED \_\_\_\_\_

**e-TENDER FOR LEASING OUT CANTEEN AT TAGORE THEATRE SOCIETY, CHANDIGARH**

**INSTRUCTIONS/GUIDELINES FOR TENDERERS.**

1. A copy of e-Tender Notice is at **Annexure-'A'**.
2. The Terms and Conditions as laid down in the Agreement for the award of contract for leasing out Canteen are at **Annexure-'B'**.
3. The scope of work/activities is at **Annexure-'C'**.
4. Technical Bid Pro-forma for evaluation of technical performance of the Tender is at **Annexure-'D'**.
5. Price Bid should be quoted only in Online pro-forma.
6. A copy of undertaking regarding compliance of statutory obligations is at **Annexure-'E'**.
7. An Affidavit regarding Non-Blacklisting/ Non-Prosecution is at **Annexure-'F'**.
8. Pro-forma for undertaking regarding licence fee quoted above minimum licence fee is at **Annexure 'G'**.
9. **The minimum licence fee prescribed for this Canteen is Rs.1,00,0000/-.** The bidder should quote the licence fee above the said minimum licence fee. He/She/They are required to submit an Undertaking on-line, in Annexure 'G', to the effect that licence fee quoted is above the minimum licence fee prescribed for this canteen space. The bidder who quotes less licence fee than the minimum licence fee as mentioned above his/her/their Tender will be rejected straightway. Besides this, lump sum water charges amounting to Rs.1,000/- & electricity charges as PER Meter/Sub-Meter **will be charged.**
10. The Canteen Contractor shall ensure timely payment of all statutory liabilities like VAT, Service Tax, GST, etc. on the rates as applicable from time to time fixed by the concerned authorities. If any other liability occurs, during the currency of contract, the same will be borne by the Service Provider.
11. The Tender Documents alongwith Annexure 'A' to 'G' and forwarding letter should be uploaded on-line. The Earnest Money Deposit (EMD) and Affidavit regarding non-blacklisting/non prosecution (Annexure F) shall be submitted in physical form. The Technical Bid and Price Bid, etc. will be submitted on-line. Each page of the tender document and **Annexure 'A' to 'G'** should be signed in full by the Tenderer(s)/

authorized signatory and should bear the rubber stamp/seal of the firm affixed on each page. Any cutting(s)/overwriting(s) etc. should also be initialed. Any infringement of these conditions as laid down in this tender document, shall render the tender liable to be rejected.

12. The Tenderer should submit his tender in three parts, i.e.,
  - (i) The Bid Guarantee [Earnest Money Deposit (EMD)] and Affidavit for non-blacklisting/non-prosecution (Annexure F) should be submitted **in physical form** in a sealed envelope duly super-scribed "TENDER FOR CANTEEN AT TAGORE THEATRE". The EMD must be submitted in the O/o Director Tagore Theatre Society, Sector 18B, Chandigarh before or on **29.06.2017 by 2.00 PM**, failing which tender shall not be entertained.
  - (ii) **Technical Bid on line and**
  - (iii) **Price Bid on line**

*The Technical Bid and the Price Bid should be submitted online through e-tender portal (<http://etenders.chd.nic.in>).*

13. **The tender shall be awarded to the technically qualified (based on evaluation of technical bid) Tenderer, who quotes the highest rate of rent.**
14. The Tenderer should keep his offer **valid for acceptance for a period of one** year from the date of opening the Price Bid. In case, the Tenderer is unable to keep his offer open for the above said period, his tender shall be treated as invalid.
15. The tender must be accompanied by **Earnest Money Deposit (EMD)** amounting to **Rs.1,00,000/- (Rupees One Lakh only)** drawn in the name of the Tagore Theatre Society, in the form of Fixed Deposit Receipt/ Account Payee Demand Draft/ Banker's Cheque (valid for three months) from any of the commercial banks in an acceptable form, payable at Chandigarh, which must reach the office of the Director, Tagore Theatre Society, Sector 18B, Chandigarh before or on **29.06.2017 by 2.00 PM** failing which tender shall not be entertained.
16. EARNEST MONEY/ SECURITY DEPOSIT and/or any other sum of the Tenderer(s) lying with the Director, Tagore Theatre Society, Chandigarh in connection with any other tender/case shall not be considered against this tender.
17. Conditional Tender or Tender without Earnest Money, Tender not in the prescribed form or any deviation from the terms and conditions of the tender notice, shall not be entertained and shall be rejected out rightly.
18. This Tender Form is not transferable.
19. No Tenderer is exempted from furnishing the Earnest Money Deposit (EMD) under any circumstances.
20. The Tenderer shall quote his rate, both in figures and words, which shall remain valid for the whole period of contract for one year or extended period, if any, by taking into consideration all his statutory obligations as well as his sole responsibilities as a service provider. He will be required to:

- (a) comply with the provisions of the Income Tax Act, 1961, Service Tax Act, etc., as applicable or as amended from time to time.
  - (b) bear any other expenses to be incurred in compliance with the provisions of the Service Agreement such as to provide Uniform, Identity Card, Name Plates, etc. etc. to the employees engaged for the purpose.
  - (c) ensure that all the liabilities required to be discharged by the Canteen Contractor are discharged by him for the full execution of this Agreement. The Tagore Theatre Society will not pay any of the liabilities of Canteen Contractor. If any other liability occurs, during the currency of contract, the same will be borne by the Contractor out of his own pocket.
21. The Tenderer may inspect the Area/Location, where the services are to be provided for assessing the work involved on any working day during office hours.
22. The last date and time for receipt/uploading of Tender is **29.06.2017 by 2.00 PM**. The Tenderer himself will be responsible to ensure that his tender is uploaded, on or before the said last date and time, online through e-tender. Any tender, uploaded after the last date and time shall not be considered under any circumstances. The Director Cultural Affairs, U.T., Chandigarh shall not be responsible for any delay or any other cause that may lead to delay in the receipt/uploading of the e-Tender at the above said designated address beyond the last date and time.
23. The Technical Bid shall be opened on **29.06.2017 at 3.30 PM** by the committee constituted for the purpose in the office of Director, Tagore Theatre Society, Chandigarh. In the event of date of receipt or opening of e-Tender being or being declared a holiday for the Director Tagore Theatre Society, Chandigarh, the last date of opening of the e-Tender shall be the next working day at the same time and venue.
24. The Tenderer(s) shall be at liberty to be present, in person or through their authorized representative(s) at the time of opening of the e-tender as specified in the Tender Notice. In case of authorized representatives are to be present, they must furnish the authority letter from the Tenderer, on whose behalf they are representing otherwise they will not be allowed to participate in the opening of e-tender.
25. Status of Tenderer whether company/partnership firm/proprietorship firm/ individual should be uploaded online alongwith valid documentary evidence.
26. Sub-letting of contract is not allowed under any circumstances.
27. The Tenderer must furnish the latest copy of Income Tax Return/PAN/TAN, Service Tax Number issued by the competent authority alongwith Technical Bid On-line.
28. a. The successful Tenderer shall obtain all registration(s)/permission(s)/license(s), etc. which are/may be required under any legislation(s) for providing the services under the agreement.
- b. The Contractor undertakes to comply with the provisions of all legislations, as applicable, for carrying out the purpose of this contract agreement.

29. In case of violation/breach of any of terms and conditions as mentioned above, Earnest Money of the Tenderer(s) shall be forfeited in full.
30. Any attempt direct or indirect, to cast influence, negotiation on the part of the Tenderer with the officials/authority to whom he shall submit the tender or the tender accepting officials/authority before the finalization of tenders shall render the tender liable for rejection.
31. The contract shall be awarded initially for a period of one year, which is further extendable for **two subsequent years** on year to year basis with increase of 10% in rent over the last paid rent and on the same terms and conditions as accepted by the Tenderer subject to satisfactory performance of the services and statutory compliance of all the terms and conditions of the Contractor. This will, however, be further subject to the approval of the Competent Authority.
32. The Competent Authority reserves all rights to accept or reject any tender without assigning any reason and also to impose/relax any terms and conditions of the tender.
33. The turnover of the Tenderer in one of the last three years must be at least **Rs.5.00Lac or above**. The Tenderer shall furnish a copy of audited Balance Sheet for the last three years.
34. The Tenderer should submit an Affidavit that there is/are no case(s)/ complaint pending either in the Court or Department or with Police Department at the time of applying the tender.
35. The Tenderer must have functional office in Tricity (Chandigarh, Mohali and Panchkula)

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**e-TENDER NOTICE**

**e-TENDER FOR LEASING OUT THE CANTEEN AT TAGORE THEATRE SOCIETY, SECTOR 18B  
 CHANDIGARH.**

The Tagore Theatre Society, Sector-18, Chandigarh invites tenders through 'e-Tendering for leasing out Canteen at Tagore Theatre Society, Sector 18B, Chandigarh as per detail given below:

Sr. No	Name of Work	Earnest Money In Rupees	Last Date and time of uploading of e-Tender documents	Date & time of opening of online Bid (Technical Bid)
1.	Running of Canteen	Rs.1,00,000/-	<b><u>29.06.2017</u></b> Up to 2.00 PM	<b><u>29.06.2017</u></b> at 3.30 PM in the Office of Director, Tagore Theatre Society, Sector 18B, Chandigarh.

Detailed Terms and Conditions are available in the e-Tender Document.

- The Contract shall be awarded to the bidder who gives the highest offer.
- The Contract shall be awarded initially for a period of one year, which is further extendable for subsequent two years on year to year basis with 10% increase in rent over the last paid rent and on the same terms and conditions as accepted by the Tenderer and on the basis of satisfactory performance of services/activities and compliance of all the terms and conditions of the Agreement, with the approval of competent authority. The contract shall stand automatically cancelled, if the competent authority declines to grant approval.
- The Tenderer must be submit Earnest Money Deposit (EMD) amounting to **Rs.1,00,000/- (Rupees One Lakh only)** drawn in the name of the Tagore Theatre Society, in the form of Fixed Deposit Receipt/ Account Payee Demand Draft/ Banker's Cheque (valid up to three months) from any of the commercial banks in an acceptable form, payable at Chandigarh in the office of Director Tagore Theatre Society, Sector 18B, Chandigarh before or on **29.06.2017 upto 2.00 PM**, failing which tender shall not be entertained. Similarly, Affidavit on the Non-Judicial Stamp Paper, duly attested by the Executive Magistrate/Notary Public, regarding non-blacklisting/non-prosecution of firm as per Annexure F, is required to be filed online **before or on 29.06.2017 upto 2.00 PM**.
- Any conditional Tender or a Tender without Earnest Money and not on the prescribed form or any deviation from the terms and conditions of the Tender Notice shall not be entertained.

5. In the event of the date of receipt or opening of tender being or being declared a holiday, the last date of receipt/ opening of the tender shall be the next working day at the same time.
6. The Competent Authority reserves all rights to reject any or all the tenders without assigning any reason.
7. Bid Document can be downloaded from the Website of Chandigarh Administration <http://etenders.chd.nic.in>. However, for general information, guidance and reference, the Bid Document can also be viewed & downloaded from [www.tagoretheatrechd.org](http://www.tagoretheatrechd.org)
1. All other terms & conditions, instructions to bidder regarding e-tendering process, etc. may kindly be seen from the Detailed Notice Inviting Tender (NIT) available/downloadable on the above noted website.
2. The Tenderer can approach the Director, Tagore Theatre Society, Sector18B, Chandigarh on any working day. In case of any query/clarification regarding e-tendering process, please feel free to contact Mr. Pramode Sharma, Assistant Director, Tagore Theatre Society, Sector-18, Chandigarh at Phone No.0172-2724278.
- 10 Date of opening of Price Bid shall be intimated to all the technically qualified bidder separately.
11. The Tenderer must have functional office in Tricity (Chandigarh, Mohali and Panchkula)

**Director Cultural Affairs, UT, Chandigarh.**

**ANNEXURE-'B'**

**TAGORE THEATRE SOCIETY,  
SECTOR- 18B, CHANDIGARH.  
Ph. 0172-2724278  
[www.tagoretheatrechd.org](http://www.tagoretheatrechd.org)**

### **AGREEMENT**

THIS AGREEMENT is made on this.....day of.....2017 between the Director Cultural Affairs, Chandigarh Administration (hereinafter referred to as the "DCA" excluded by or repugnant to the context, be deemed to include its successors in office and assignees) of the first part and Sh/Smt.....M/s.....a Company registered under the Companies Act, 1956/ a Partnership Firm constituted....., having its place of business or registered office at \_\_\_\_\_ acting through \_\_\_\_\_ its Managing Director/Partner (hereinafter referred to as "Contractor") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and

include its/his/her/their respective heirs, executors, administrators and successors/the partner(s) for the time being of the said firm, the survivor(s) of them and the executors, administrators and successors of the surviving partners, as the case may be on the second part.

WHEREAS the Contractor is engaged in the business of **running canteen**

AND WHEREAS the Contractor has expressed his keen desire to provide the said services to the Tagore Theatre Society, Sector 18B, Chandigarh under this Agreement.

AND WHEREAS on the aforesaid representation made by the Contractor to the DCA, the parties hereby enter into this Agreement on the terms and conditions appearing hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

## **I. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

The Contractor hereby represents warrants and confirms that the Contractor:

- a) has full capacity, power and authority to enter into this Agreement and during the continuance of this Agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and shall continue to take all necessary and further action (including but without limiting to the obtaining of necessary approval/consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this Agreement.
- b) has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure, capacity and capability to perform her/his/its obligations in accordance with the terms of this Agreement and to the entire satisfaction of the Director Cultural Affairs, U.T. Chandigarh.
- c) shall, on the execution of this Agreement and providing services to the DCA, not violate, breach and contravene any conditions of any agreement entered into with any third parties.
- d) has complied with and obtained necessary permissions/licences/authorizations under the Central, State and local authorities and obtained all required permissions/licences for carrying out its obligations under this Agreement.

## **II OBLIGATIONS OF THE CONTRACTOR**

- a) The Contractor shall operate and provide services to Tagore Theatre Society as per requirements elaborated in the **Scope of Work** at Annexure 'C'.
- b) The regularity of the performance of the services shall be the essence of this Agreement and shall form the central factor of this Agreement. The Contractor shall take all possible steps to ensure maintaining its performance as determined from time to time.

- c) The assessment made by the Director Cultural Affairs, U.T. Chandigarh in the tender as required to provide/ give the desired quality of services shall be final and acceptable by and binding upon the Contractor.
- d) If the DCA or his representative notices that the personnel of the Contractor has/have been negligent, careless in rendering the said service, the same shall be communicated immediately to the Contractor who shall take corrective steps immediately or replace the said person to avoid recurrence of such incident(s) and reports to the DCA.
- e) If any of the personnel of the Contractor indulges in theft, negligence or any illegal/irregular activity, misconduct, etc., the Contractor shall take appropriate action against its erring personnel and intimate accordingly to the DCA or itself can take action in accordance with law, however, the Contractor shall be responsible to make the loss good for such lapses.

### **III. Assignment of Agreement :**

This Agreement is executed on the basis of the current management structure of the Contractor. Therefore, any assignment of this Agreement, in part or whole, to any third party shall be a ground for termination of this Agreement forthwith. The successful Tenderer shall be required to execute this Agreement on stamp paper of appropriate value to be got attested from the Notary Public/1<sup>st</sup> Class Magistrate at his own cost and submit the original copy of the registered agreement to the office of DCA.

### **IV TERMS AND CONDITIONS**

#### **1 COMMENCEMENT OF ACTIVITY**

The Contractor is required to commence the Services/Activities within 15 (fifteen) days from the date of issue of letter of intent for the award of contract. In the event of failure, a penalty @ 1% (one percent) per day of the total monthly value of contract shall be imposed from the date of issue of letter of Intent for non-commencement of the Services/Activities subject to the condition that in no case it shall exceed 10% of the total annual value of the contract. In case, the Contractor fails to commence the Services/Activities within 30 days from the date of issue of letter of intent, it will be presumed that he is no more interested in taking over this Contract and the letter of Intent shall be treated as cancelled/withdrawn at the risk and cost of the Contractor and his entire deposits including Earnest Money Deposit (EMD) shall stand forfeited.

#### **2 PERIOD/ RENEWAL OF CONTRACT**

The License/Agreement period shall initially be for a period of one year. The period of contract may be extended further, considering performance, etc., upto **two subsequent** years on year to year basis, with 10% increase in rent, at the sole discretion of

Tagore Theatre Society. In case, on expiry of initial period of one year, the Licensee is interested and willing for the above mentioned extension of further year(s), then the licensee would be required to approach the Director Cultural Affairs, U.T. Chandigarh **at least three months in advance prior to the expiry of license period of one year** indicating its willingness for the said extension, failing which it will be assumed that the party is not interested in extension and the Tagore Theatre Society will proceed ahead for fresh allotment on new terms & conditions. In case of extension, the security deposit will also be reviewed for further extended year and party will be required to deposit the remaining amount accordingly.

3 EARNEST MONEY DEPOSIT

The prospective bidder for the allotment of the Canteen Space will be required to deposit an earnest money of **Rs.1,00,000/-(Rupees One Lakh only)** in the form of Bank Draft/ Fixed Deposit Receipt/ Banker's Cheque only drawn in favour of Tagore Theatre Society on any Scheduled Bank payable at Chandigarh. Any amount lying with the Tagore Theatre on any other account will not be allowed to be adjusted against the EMD for the present Tender. The earnest money shall be refundable to the unsuccessful bidders. In the case of successful allotment, it shall be adjusted against the interest free security as mentioned herein.

4 SECURITY

The successful Bidder/Licensee will have to deposit interest free security equal to three months agreed license fee, less the earnest money deposit of Rs.1,00,000/- within 07 (seven) days from the date of allotment of Canteen Space. Failure to deposit the interest free security within 07 days from the date of allotment, the amount of Rs.1,00,000/- deposited by Licensee on account of earnest money, shall stand forfeited.

5 PAYMENT OF RENT, ELECTRICITY CHARGES AND WATER CHARGES

The Licensee shall pay the agreed monthly license fee to Tagore Theatre Society by 07<sup>th</sup> of every month in advance including taxes, as applicable. Licensee shall be liable also to make payment of lump sum water charges amounting to Rs.1,000/- besides electricity charges as PER Meter/Sub-Meter alongwith the monthly rent. If default is made in paying the said amount within the time as stipulated above, **interest @ 18%** per annum shall be chargeable from the due date till the actual date of payment, apart from any other punitive action as deemed fit by the Licensor such as disconnection of electricity, water supplies, etc. Part payment will not be accepted under any circumstances.

6 PAYMENT OF STATUTORY LIABILITIES

All taxes viz., VAT, Service Tax, GST, etc. collected from customers on sales shall be deposited by the Licensee and as a proof of deposit, a copy of Challan will be given to Tagore Theatre Society every month. The Licensee will be liable to pay all such fees, taxes, etc. in respect of the Canteen Space, as the Government may levy from time to time under any law. The Licensee shall be responsible to deposit all statutory dues including Service Tax, GST, etc., if applicable, with the respective Departments.

7 SALE RATES

Licensee will be allowed to sell fast food items and beverages at the Canteen at reasonable rates to be approved by DCA at the time of allotment of contract. All other items will be sold at MRP wherever applicable. For this purpose, the Licensee will have to submit the details of all the proposed items to be sold at Cafeteria with brief description thereof after the allotment of Tender. The final rates so approved and determined will remain in force during the period of contract. The Tagore Theatre Society will not entertain any request for increase of rates on account of natural calamity, strike or any other reason whatsoever during the contract period. Any tax imposed during the currency of contract will, however, be considered. The Licensee cannot charge more than the approved rates. Any change in approved rates will require fresh approval of the DCA. In case, the Licensee wants to add more variety of items during the contract period then the same shall be allowed after approval of DCA.

8 DETERMINATION OF QUALITY OF SERVICES/ACTIVITIES

The decision of DCA with regard to determining the quality of Services/Activities carried out by the Contractor shall be final and binding upon the Contractor. The Contractor shall, therefore, promptly rectify the defects/deficiencies, if any, so pointed out, without any extra payment. The Director, Cultural Affairs, U.T. Chandigarh also reserves the right to get the services/activities so rejected, done/replaced at his own level and at the risk and cost of the Contractor by giving him a notice of 7(seven) days in writing. The expenditure so incurred on this account shall be recovered from the Contractor.

9 FORFEITURE OF EARNEST MONEY DEPOSIT

The earnest money shall however, stand forfeited in case the bidder failed to deposit interest free security within 07(seven) days of allotment of work or withdraws his offer after opening of the bid but prior to the final allotment.

10 FORFEITURE OF SECURITY DEPOSIT

In case of breach of any clause of this Agreement, Director Cultural Affairs, U.T. Chandigarh shall have absolute rights and powers to forfeit the Security Deposit in part or full, without any prior notice and no claim whatsoever on this account shall be entertained.

11 SETTLEMENT OF DUES

On surrendering the space, the Licensee shall pay all the dues on account of license fee/ electricity charges/ water charges and any other dues for the period ending with the date of handing over the possession of vacant space to the Licensor. The interest free security shall be refunded to the Licensee after adjusting the amount, if any, due from the Licensee.

12 ADDITION/ ALTERATION TO THE SPACE

No alteration or addition to the said space shall be made by the Licensee without obtaining prior written approval of Licensor including removal of any of the fixtures or fittings therefrom. The Licensee shall not make any kind of structure/construction in the Canteen Space.

13 CLEANLINESS

The Licensee shall get/procure, at its own cost, the **Food Safety License** for running its business in the allotted space. A copy of the valid food safety license shall be submitted to Tagore Theatre Society. The space for food business will be kept in a proper state of cleanliness adhering to rules and guidelines of Food Safety Licensing Authority to the satisfaction of the Licensor or his officers and servants duly authorized by Licensor in this behalf. In case, any complaint regarding unhygienic/unclean space/area at Canteen Space will be received from any person and the agency found responsible for such violation, then a penalty ranging from Rs.2,000/- to Rs.5,000/- shall be imposed on the agency at the discretion of Director, Cultural Affairs, U.T. Chandigarh at the first instance. In case of repeated violations on the part of the agency, then a penalty equal to two times or three times or five times of the above said penalty amount shall be imposed on the agency at the discretion of Director, Cultural Affairs, U.T. Chandigarh. Further, the guests will sit only in marked space to have food and the Licensee has to ensure it.

14 EMPLOYMENT

The Licensee shall not employ for work any minor children or otherwise allow any person at the said space who is not of good character and/or behavior and/or suffering from any contagious/infectious disease(s) or if not suitably attired or otherwise unsuitable to be seen in a property/space. The Licensee shall furnish his photograph and that of his employee(s) along with their addresses and other relevant details, to the entire satisfaction of the Licensor, to the Licensor.

15 INDEMNIFICATION

In the event of any damage or injury being caused to Licensor's property by the Licensee or his servants or agents or any one upon the said space with the acceptance or implied consent of the Licensee, the Licensee shall, at its own expense, make good all such damage(s) or injury and in the event of his failure to do so within 07(seven) days after occurrence of the such damage, the Licensor will get corrected such injury/ damage(s) at the risk and cost of Licensee. Further the Licensee shall

also indemnify and keep the Licensor and its Directors, Officers, Employees, Agents and Representatives indemnified from and against any losses, claims, damages liabilities and expenses whatsoever arising out of or resulting from any legal proceedings, civil suit, defence or any other action initiated or initiated in respect of or relating to this licensing/ agreement, if there is default or non-compliance of this licensing/ agreement by the Licensee.

16 COMPENSATION

Tagore Theatre Society shall not be liable to pay any compensation or damages to the Licensee on account of breakdown of water supply and electricity supply beyond the control of Tagore Theatre Society. The Tagore Theatre Society shall not be responsible for any loss of stocks and any other moveable property/equipment, etc. of the Licensee on account of theft, fire and natural calamities or due to other reasons beyond the control of the Tagore Theatre Society. The Licensee shall, therefore, at its discretion get this risk covered through Insurance.

17 SUB-LETTING

The Licensee shall not sub-let, assign or part with possession of the said space or any part thereof.

18 INSPECTION

Without prejudice to the generality of the conditions contained herein, the Licensor or any officer authorized in writing by him in this behalf, shall have free access to the demarcated area for undertaking the repairs of the premises or for any other reason warranting inspection. The Licensor shall have full rights, power and authority at all times to do, through his officers or servants, all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms and conditions and reservations herein contained and to recover from the Licensee, the cost of doing any such act or thing. Tagore Theatre Society may, through its officers and employees, at all reasonable times and in a reasonable manner, enter into any part of the said space/ built-up area for the purpose of ascertaining that the party is duly observing the conditions of the license.

19 STATUS OF PROPERTY

The Space/Premises are and shall be deemed to be Public Premises as defined in the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 now in force and the said Act or any other Act touching the subject that may hereinafter come into force and the rules framed there under.

20 HANDING OVER OF VACANT SPACE

On the termination/expiry of license/agreement under any of the terms and conditions of the Licence:

- (a) The Licensee will deliver the vacant possession of the area in its original state to the Licensor, failing which the area shall be got vacated in accordance with the provisions contained in the Public Premises (Eviction of unauthorized Occupants) Act, 1971. The cost of damages, if any, to the premises or fixtures shall be recovered from the Licensee.
- (b) The amount of interest free security lying at the credit of the Licensee, after adjusting all the dues shall, however, be refunded.

## 21 ARBITRATION

This Agreement shall be deemed to have been made/executed at **Chandigarh** for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this Agreement, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the sole Arbitrator, i.e., the Secretary Cultural Affairs, Chandigarh Administration, which shall include an acting/officiating Secretary Cultural Affairs, Chandigarh Administration. The award given by the Arbitrator shall be final and binding upon both the parties. The venue of Arbitrator shall be the U.T. Secretariat, Sector-9, Chandigarh.

## 22 JURISDICTION

Subject to the arbitration clause, the Courts at Chandigarh shall have the exclusive jurisdiction.

## 23 GENERAL

- a) Tender should only be signed by the authorized signatory along with the name, designation and seal of the firm. In case of Tender under Power of Attorney or by Limited Companies or Corporate Bodies, the Power of Attorney/ Board Resolution of the relevant authority, as the case may be, together with a certified copy thereof, must be attached alongwith the Tender. Correction/Overwriting, if any, should be authenticated under the signature of the Bidder.
- b) The Tagore Theatre Society shall not be, in any manner, concerned with the internal affairs of the Bidder, i.e., dispute and dissolution, etc. or affairs concerning any other (third) party that the Contractor may be having.
- c) All expenses relating to the Canteen, Manpower, Equipment in the space/ built-up area shall be borne by the Party.
- d) Other than the arbitration clause, Director, Tagore Theatre is the Competent Authority to dispose of day to day issues/disputes between Licensee and Licensor.
- e) Licensee shall not paste any bills, advertisements, posters, notices, cuttings, etc. including signage anywhere in the Canteen except with the prior approval of Director Cultural Affairs, U.T. Chandigarh.

- f) The furniture for the Canteen will be arranged by the Licensee at his own cost in consultation with Director Cultural Affairs, U.T. Chandigarh/ Director Tagore Theatre.
- g) The Licensee will not install and operate any public address system or any other media in the area allotted, which may cause disturbance in the area.
- h) No storage of goods of any kind or any other material will be allowed in the open space. No addition or alteration on any part of the space provided will be allowed without the prior permission of the Director Cultural Affairs, U.T. Chandigarh.
- i) The Contractor shall ensure that his employees are medically fit and free from all communicable diseases before deployment. The character and antecedents of the persons so deployed by the Contractor shall be got verified from the appropriate authority by the Contractor at his own level and cost within a period of one month from the date of deployment of each person and the Contractor will submit certificate in this regard.
- j) The Contractor shall issue uniforms, Identity Cards indicating his Trading Style (Insignia), Name Plates at his own cost, to its persons deployed for rendering the services at Tagore Theatre Society, Sector 18B, Chandigarh. In case any of the persons so deployed by the Contractor do not come upto the mark or do not perform their duties satisfactorily or indulge in any unlawful act or misconduct, the Contractor shall take suitable action against such person on the direction of the Director Tagore Theatre or any other officer so authorised by him in this regard and should submit compliance report within 07 days positively.

24 LIABILITIES AND REMEDIES

- (a) In the event of failure of the Contractor to provide services or part thereof as mentioned in this Agreement for any reasons whatsoever, the Director Cultural Affairs, U.T. Chandigarh shall be entitled to procure services from other sources at the risk and cost of Contractor who shall be liable to pay the damages/charges forthwith to Tagore Theatre Society within a period of 15 days from the date of service of notice to this effect. In the event of failure of Contractor to deposit damages/charges within the stipulated period of 15 days, the same will be recovered from Security Deposit the balance of which shall stand forfeited in full. The Contractor shall also be liable to be black-listed due to non-performance of the Service Agreement faithfully.
- (b) In the event of exigencies arising due to the Death, Infirmary, Insolvency, etc. etc. of the Contractor or for any other reason or circumstances, liabilities of the Contractor shall be borne by the following on such terms and conditions, as the Director Cultural Affairs, U.T. Chandigarh may think proper in public interest:
  - i) Legal heirs in case of sole proprietor,
  - ii) The next Partners, in the case of Partnership firms, Directors & other persons responsible for managing day to day affairs of company.

Otherwise, the DCA reserves the right to settle the matter according to the circumstances of the case, as he may think proper.

## 25 TERMINATION OF CONTRACT

The Licensor reserves the rights to terminate the License/Agreement, at any time by explicitly serving upon the Licensee 02 (Two) months' notice to that effect without assigning any reason, at its sole discretion and in that case, the Licensee shall be liable to hand over the space by the date as stipulated in the said notice. The Licensee can also opt to surrender the space during the license period by giving 02 (two) months' notice in writing to the Licensor. In case of default of any terms and conditions of this Agreement, the Licensor can even initiate the extreme action for termination of the contract with a notice period of **one month or immediately**, as the case may be or in case of situation on any account so warranting, during the license period for any reason which may not be conducive for the affairs of the Licensee in any manner.

In the event of non-payment of the License Fee or non-use of such space/ built-up area by the due or extended date **not exceeding 60 days** or breach or non-observance by the Contractor/Party of any of the conditions of the licensing, it shall be lawful for the Tagore Theatre Society, notwithstanding the waiver of any previous clause or right for re-entry, to terminate the license and enter into and to re-possess, retain and enjoy the same as of its former estate and the party will not be entitled to any compensation, whatsoever on account of such resumption.

Provided further that on sufficient cause being shown, the Tagore Theatre Society may, for the reasons to be recorded in writing, instead of terminating the license on the ground of default in payment of license fee, allow the payment to be made with penalty not exceeding the amount due but not less than Rs.5000/-within such period, not exceeding three six months on the whole or as the Tagore Theatre Society may deem reasonable. The amount of penalty shall, however, be in addition to the payment of penal interest @ 18% per annum as specified herein before.

The contract may be terminated in any of the following contingencies: -

- (A) On the expiry of the contract period, without any notice.
- (B) By giving 3 months' notice in case the Contractor:
  - i) consistently provides unsatisfactory services.
  - ii) assigns the Services/Activities or any part thereof to any other person for sub-letting the whole or a part of the Services/Activities.
  - iii) is declared insolvent by any court of law, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an agreement for the benefit of creditors.
  - iv) is not interested to complete/continue the Services/ Activities.
  - v) commits breach of any covenant or any clause of this Agreement. In such a situation, DCA may send a written notice to Contractor to rectify such breach within the time limit as specified in such notice. In the event of failure of Contractor to rectify such breach within the stipulated

time, the Agreement shall forthwith stand terminated and Contractor shall be liable to make good all the losses or damages on account of such breach to Tagore Theatre Society.

## 26 BLACK-LISTING

Director Cultural Affairs, U.T. Chandigarh shall be the Competent Authority for black-listing. In normal circumstances black-listing can be resorted to by the Competent Authority for a period not exceeding five years ordinarily in the cases of failure or default in the performance or responsibilities or breach of terms and conditions of agreement or contract. Before an order to the effect of black-listing is passed, an opportunity of being heard in person shall be afforded. Secondly the Competent Authority may resort to black-listing for a period exceeding five years or in perpetuity if the gravity, magnitude or culpability of conduct requires stern action. An illustrative (not exhaustive) list of such acts is given below:-

- a) Dishonest/fraudulent/sharp practices indulged in by the party concerned.
- b) Misappropriation of Government money.
- c) Advancing a claim on the basis of forged documents.
- d) Sale or supply of spurious or adulterated or prohibited drugs, food stuffs or any such item involving the public health and public safety.
- e) Material concealment/suppression of facts or gross misrepresentation of facts.
- f) Conviction for an offence involving corruption or any other serious act or conduct etc.
- g) Any other case or situation involving National Security.

In the event of termination of this Contract, as explained in Para 25 and Para 26 above, the DCA shall be at liberty to procure services from alternative sources at the risk and cost of the Contractor and he shall liable to pay forthwith to Tagore Theatre Society the difference of payments made to such other alternative sources besides damages at double the rates of such payments made to other alternative sources within a period of 15 days from the date of service of notice. In case, the Contractor does not deposit the damage charges with Tagore Theatre Society within the stipulated period of 15 days, the same will be recovered from his Security, etc. In addition, the balance amount of Security Deposit, if any in full shall stand forfeited. The Contractor shall be black-listed due to non performance of the Service Agreement.

Provided that during the notice period for termination of contract, the Contractor shall continue to provide the services/ activities smoothly as before till the expiry of notice period.

## 27 NATURE OF AGREEMENT

The parties hereto have considered and agreed to and have a clear understanding on the following aspects:

- a) This Agreement is on Principal to Principal basis and the Contractor shall not by any acts, deeds or otherwise represent any person that the Contractor is representing or acting as agent of Director Cultural Affairs, U.T. Chandigarh except to extent and purpose permitted herein.
- b) This Agreement is for providing the Canteen Services only.
- c) Director Cultural Affairs, U.T. Chandigarh /Tagore Theatre Society shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards the Service Provider/Agents directly and/ or indirectly, in any manner, whatsoever.

28. COMPOSITION AND ADDRESS OF SERVICE PROVIDER

- a) The Contractor shall furnish to DCA all the relevant papers regarding its constitution, names and addresses of the Management and other key personnel of the Contractor and proof of its registration with the concerned Government Authorities required for running such a business of running Canteen.
- b) The Contractor shall always inform the DCA/ concerned institutions in writing about any change in its address or the names and addresses of its key personnel(s). Further, the Contractor shall not change its ownership during the period of his Service Contract with Tagore Theatre Society.

29. SERVICE OF NOTICES

Any notice or other communication required or permitted to be given between the parties under this Agreement shall be given in writing at the following address (es) or such other address(es) as may be intimated from time to time in writing.

<b>Complete Address of Department</b>	<b>Complete address of the Contractor</b>
DIRECTOR	
TAGORE THEATRE SOCIETY	.....
Sector-18B, Chandigarh	.....

30. SEVERABILITY

If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible under Law so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

31. WAIVER

At any time any indulgence or concession granted by DCA shall not alter or invalidate this Agreement nor constitute the waiver of any of the provision hereof after such time, indulgence or concession shall have been granted. Further, the failure of O/o DIRECTOR CULTURAL AFFAIRS, U.T. CHANDIGARH to enforce at any time, any of the provisions of this Agreement or to exercise any option, which is herein provided for, requiring at any time the performance by the Contractor of any of the provisions hereof, shall in no way be construed to be waiver of such provisions of this

Agreement nor in any way affect the validity of this Agreement or any part thereof or the right of DCA to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

32. FORCE MAJURE

Any failure of omission or commission to carry out the provision of this Agreement by the Contractor shall not give rise to any claim by one party, one against the other, if such failure of omission or commission arises from an act of God; which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane, or any pestilence or from civil strikes, compliance with any statute and/ or regulation of the Government, lockouts and strikes, riots, curfew, embargoes or from any political or other reason beyond the parties control including war (whether declared or not) civil war or stage of insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force majeure conditions.

33. TWO COUNTERPARTS

This Agreement is made in triplicate. The Contractor shall return a copy of this Agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of services/activities on the basis of letter of intents, it shall be taken that terms are acceptable to the Contractor. This Agreement would be got registered by the Contractor with the Sub Registrar, UT, Chandigarh on the stamp paper of appropriate value at his own cost and submit the registered agreement in original to Director Cultural Affairs, U.T. Chandigarh.

34. LIST OF ANNEXURE

ANNEXURE 'A' - Tender Notice

ANNEXURE 'B' - Terms and Conditions laid down in Agreement.

ANNEXURE 'C' - Scope of Work/ Activities.

ANNEXURE 'D' - Technical Bid Pro-forma.

ANNEXURE 'E' - Undertaking regarding compliance of statutory obligations.

ANNEXURE 'F' - Affidavit regarding Non-Black Listing/Non-Prosecution.

ANNEXURE 'G'- Undertaking regarding Minimum Licence fee.

IN WITNESS WHEREOF THE DEPARTMENT AND THE CONTRACTOR ABOVE SAID HEREUNTO SUBSCRIBER THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES:

**SIGNED, SEALED AND DELIVERED**

**WITNESSES**

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Date \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Date \_\_\_\_\_

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Date \_\_\_\_\_

For and on behalf of the  
Director Tagore Theatre Society

**SIGNED SEALED AND DELIVERED**

**WITNESSES**

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_

For and on behalf of the  
Contractor

TAGORE THEATRE SOCIETY  
 SECTOTOR 18B, CHANDIGARH  
 PH. 0172-2724278  
 www.tagoretheatrechd.org

**e-TENDER FOR LEASING OUT CANTEEN AT TAGORE THEATRE SOCIETY, SECTOR 18B  
 CHANDIGARH.**

**SCOPE OF WORK**

The work involves running of Canteen at Theatre Theatre on contract basis as per detail given below.

Sr. No.	Name of Work	Essential Experience	Job Requirement
1.	To run Canteen	Three years experience of managing/running a Canteen in UT/Central/ State Govt. office/ establishment with minimum turnover of Rs.5.00 Lack in any of the last three years.	To cook and serve fast food, beverages and items included in High Tea in the canteen area round the year.

**Technical Bid Pro-forma**

TAGORE THEATRE SOCIETY  
SECTOTOR 18B, CHANDIGARH  
PH. 0172-2724278  
www.tagoretheatrechd.org

**NAME OF CONTRACT: "LEASING OUT OF CANTEEN FOR SERVING FAST FOOD AND BEVERAGES AT TAGORE THEATRE SOCIETY, SECTOR 18B, CHANDIGARH"**

(TO BE SUBMITTED ONLINE)

**TECHNICAL BID****PROFORMA FOR EVALUATION OF TECHNICAL PERFORMANCE OF THE TENDER**

1.	Name of the Person/Organization/Firm, Location of its office with complete address both residential and permanent, and Telephone Nos. and email.ID	_____ _____ _____
2.	Status of firm whether company/partnership firm/proprietorship firm/Sole Proprietor. Whether the proof of registration of the company/firm has been submitted online ?	_____ Yes / No
3.	Whether documentary proof, in support of 1 & 2 above are submitted on line?	Yes / No
4.	Whether a copy of Resolution passed by the Executive Body authorizing the specific officer/partner for signing the documents for this tender has been submitted on line)?	Yes / No
5.	Whether an experience certificate of three years on the last date of submission of Tender, regarding running a Restaurant/Fast Food Shop/Cafeteria/Canteen in any Central/ State Govt. Department, Offices, Undertakings, Boards, Corporation, etc. alongwith the list of such Institution(s)/Organization(s) and also certificate of its satisfactory performance, has been submitted On-line.	Yes / No

6.	Whether an affidavit on the Non-Judicial Stamp Paper, duly attested by the Executive Magistrate/Notary Public, regarding non-black listing/non-prosecution of firm has been submitted on-line and in physical form as per Annexure F?	Yes / No
7.	Whether the Technical Bid and Price Bid have been submitted on-line?.	Yes / No
8.	Whether each page of the tender document at Annexure 'A' to 'G' and other enclosures as well as cutting(s)/overwriting(s) have been signed/initialed by the Tenderer and also the forwarding letter has been submitted on-line by authorised signatory?	Yes / No
9.	Whether the minimum annual turnover of the firm/agency is at least Rs.5.00 Lac in any of the three years. Whether copies of the audited Balance Sheet for the last three years have been submitted On-line?	Yes / No
10.	Whether the Bid Guarantee (Earnest Money Deposit) in the form of Fixed Deposit Receipt / Account payee Demand Draft / Banker's Cheque from any of the commercial banks in an acceptable form payable at Chandigarh, which is valid for three months, drawn in the name of Tagore Theatre Society for an amount of <b>Rs.1,00,000/- (Rupees One Lakh only)</b> , has been submitted in physical form?	Yes / No
11.	Whether the latest copies of Income Tax return for the last three years, PAN, TAN No. issued by the competent authority have been submitted on line?	Yes / No
12.	Whether the self attested copies of the Service Tax No. issued by the competent authority have been submitted on line?	Yes / No
13.	Whether self attested copy of all registration(s)/permission (s)/ license (s) etc. such as License/Code Number/FOOD SAFETY LICENCE, which are required under any Law for providing the services under this Service Agreement, have been submitted On-line?	Yes / No
14.	Whether the Tenderer has his functional office in Tricity (Chandigarh, Mohali and Panchkula)?	Yes / No
15.	Whether undertaking duly signed regarding Licence Fee quoted to be above the Minimum Licence Fee has been submitted on-line?	Yes / No

16.	Any other information	
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Place: \_\_\_\_\_

Dated: \_\_\_\_\_

Signature of Tenderer \_\_\_\_\_

Full Name of the Tenderer \_\_\_\_\_

Address \_\_\_\_\_

**UNDERTAKING**

I/We (Name/authorised signatory) \_\_\_\_\_ Service  
 Provider/ Partner/ Sole Proprietor (strike out which is not applicable) of (Firm)  
 \_\_\_\_\_ do hereby solemnly affirm, declare and undertake that: -

- (a) I/We will furnish a valid Food Safety Licence issued by competent authority of the concerned Govt. from where the working experience certificate(s) have been furnished alongwith the tenders(s)
- (b) In case, I/we do not possess the valid Food Safety Licence issued by the Chandigarh Administration in the relevant trade/field for which the tender(s) have been furnished, I/we will submit an undertaking in the shape of an Affidavit to the effect that the required Food Safety Licence will be obtained from the Chandigarh Administration, if succeeded, in getting the service contract and furnish the same to O/o Director Tagore Theatre, Sector 18B, CHANDIGARH immediately (not later than 30 days) from the date of issue of letter of Intent, failing which the tender shall be rejected and Earnest Money be forfeited.
- (c) I/we undertake that I/we will obtain all Registration(s)/Permission(s)/License(s) etc. which are/may be required under any Law or other Legislation(s) for providing the services under this Agreement.
- (d) It is my/our responsibility to ensure compliance of all the Central/State Government and Local Authority rules and regulations with regard to the provisions of the services under this Agreement. I/we indemnify and will always keep Department indemnified against all losses, damages, claims, actions taken against Department by any authority/office in this regard.
- (e) I/we undertake to comply with the applicable provisions of all legislations for carrying out the purposes of this Agreement. It is expressly understood that I/we am/are fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of laws.
- (f) I/we will give an undertaking by the 22<sup>nd</sup> of each month in favour of the Department that I/we have complied with all the statutory obligations.

(SIGNATURE)



**AFFIDAVIT**

I/We (Name/authorised signatory)\_\_\_\_\_ Service  
Provider/ Partner/Sole Proprietor (strike out which is not applicable) of  
(Firm)\_\_\_\_\_do hereby solemnly affirm and declare:-

1. that the individual/ firm/ companies are not black listed/prosecuted by any Central/State Governments/ Union Territories / Departments/Offices/ Statutory Bodies / Autonomous Organizations / Research Institutions/any court of law or any partner or share holder thereof not directly or indirectly connected with or has any subsisting interest in business of my/our firm.
2. that no case of non deposit/less deposit of Service Tax, etc. is pending with any Department / Court of Law or Police.

	DEPONENT
Place _____	Address _____ Date _____
_____	_____

**VERIFICATION**

Verified that the contents of above affidavit are true and correct to the best of my/our knowledge and belief. No part of it is false and nothing has been kept concealed therefrom.

Place _____	DEPONENT
Date _____	

**(Note: To be furnished on non-judicial stamp paper of Rs. 5/- duly attested by the Executive Magistrate/Notary public)**

**UNDERTAKING**

I/We \_\_\_\_\_

hereby undertake that the licence fee quoted by me/us for the Canteen at Tagore Theatre Sector 18 B, Chandigarh is more than the minimum licence fee prescribed by the Department for the said sale counter.

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_