



TENDER FOR  
LEASING OUT OF SPACE FOR RUNNING  
**RESTAURANT**  
AT  
"APPAREL HOUSE"  
SECTOR-44, INSTITUTIONAL AREA,  
GURGAON-122003

Date Of Advertising of Tender	3 <sup>rd</sup> May 2024
Date of pre bid meeting Venue (Apparel House at 3 pm)	15 <sup>th</sup> May 2024
Last Date of receipt of Technical Bid	27 <sup>th</sup> May 2024
Date of opening of technical bid	28 <sup>th</sup> May 2024
Date of presentation for technically qualified bidders	3 <sup>rd</sup> June 2024
Last Date of receipt of Financial Bid	5 <sup>th</sup> June 2024
Date of opening of financial bid	6 <sup>th</sup> June 2024

Apparel Export Promotion Council (**Sponsored by  
Ministry of Textiles, Govt. of India**) "APPAREL  
HOUSE"  
SECTOR-44, INSTITUTIONAL AREA,  
GURGAON-122003, HARYANA  
Phone: +91-0124-2708000-03  
Website: [www.aepcindia.com](http://www.aepcindia.com)



AEPC/HO/AHM/2024/001

Dated: 06-05-2024

## Restaurant Tender

### 1.1 Introduction

**Apparel Export Promotion Council (AEPC)**, Incorporated in 1978, AEPC is the official body of apparel exporters in India that provides invaluable assistance to Indian exporters as well as importers/international buyers who choose India as their preferred sourcing destination for garments. It has Head Office in Gurgaon with Registered Office at Okhla and 8 offices pan India. The Head Office is in a prime venue in the heart of Gurgaon in Institutional Area near Huda City Centre known as “Apparel House”.



**THE APPAREL HOUSE**

Spanning across 5 acres Apparel House, a seven storied centrally air conditioned building (basement and G +7 floors) with a covered area of more than 2 lakh sq.ft is equipped with modern state of art infrastructure having international facility for business.



## PRIME LOCATION

The first building in Sector 44, the popularity of the Apparel House has led to various infrastructure developments around it over the years and is now the epicenter of several events which promote the trade and supports the cultural activities. It is having close-proximity to highly dense residential, commercial and institutional areas.

- |  |        |
|--|--------|
| 1. Distance from Delhi IGI Airport                   | 16 km  |
| 2. Distance from New Delhi Railway station           | 31 km  |
| 3. Distance from Huda Metro Station- less than       | 1 km   |
| 4. Distance from Fortis Hospital                     | 750mtr |
| 5. Distance from Max Hospital                        | 1 km   |
| 6. Distance from Nearest Fire Station (Sec-29)       | 1.5 km |
| 7. Distance from Nearest police station (South City) | 2km    |
| 8. Distance from Nearest Water theme Park            | 2km    |
| 9. Distance from nearest petrol Pump                 | 500mtr |
| 10. Distance from 5 star hotel (Taj City Centre)     | 700mtr |
| 11. Distance from Golf Course Road                   | 3.5 km |
| 12. Distance from DLF Cyberhub                       | 7 Km   |

Apparel House also has three Exhibition Halls (Ground and first floor) of approximately 40,000 sq.ft in which several fairs and exhibitions are held on a regular basis.



**EXHIBITION HALL - A**



**EXHIBITION HALL - C**

Apparel House also has an auditorium of 312 seating capacity with an upgraded audio visual system and lighting. The auditorium is used frequently for inaugural functions, Annual General Meetings, Annual Day function, Seminars etc and is the heart of the cultural events being held in Gurugram.



**AUDITORIUM CAPACITY - 312**



**AUDITORIUM STAGE**

An Art Gallery of 3000 sq.ft area is also available at Apparel House for exhibiting small functions and events.



**ART GALLERY**

An amphitheater and plaza area is also available for open air functions which are conducted during festive seasons



**AMPHITHEATRE**



## PLAZA AREA

A nationalized bank is fully operational for the usage of exhibitors, exporters as well as general public. There is space for Travel Desk which is presently unoccupied.

The premises has its fair share of greenery which is diligently managed to contribute towards a clean and green environment and provides a refreshing outlook for the visitors. The separate entry and exit points ensure zero congestion within the premises.



## APPAREL HOUSE GREENERY

There is ample space for parking of visitors. 250 vehicles can be parked In the Basement and surface parking.



The premises also has physical security in addition to the extensive virtual security through CCTV surveillance.

The building also has round the clock Maintenance facility and Housekeeping for the upkeep of the building and its assets. The building has several facilities like Elevators, Escalators, and Fire Fighting Systems among others.

Convenience of the pedestrians is also given utmost importance through pedestrian-only gates at both entry and exit to avoid any hassles with the vehicles.

Apparel House also boasts of conducting several events within its premises while hosting several dignitaries including Union Ministers, National Security Advisor, State Ministers, IAS/IPS officers etc. The Chief Minister of Haryana has also graced the Apparel house with his presence on several occasions during the inaugurations and events.

## 2.1 Restaurant

It has been recognized that to cater to the food and beverages requirement of the AEPC/Occupants/Visitors/Participants/Delegates/Exporters/Importers/Buying agents, the restaurant should be able to offer a wide range of quality cuisines which are served in a hygienic and comfortable environment. AEPC, through this bid intends to allot the restaurant portion on agreement basis to reputed Food and Beverages/Restaurant/Hotel operator/Food Retail Outlets for a long-term basis /mutually agreed period (preferably ten years) with a lock-in period of Three (3) years. The period of lease may be may be extended further at the discretion of the AEPC and mutual consent subject to satisfactory performance and quality services only.

## 3.1 Restaurant Portion

The area of approximately 7,000 sqft. of space including separate kitchens, dining area, locker rooms and storage basement are being offered. The dining area is fully air-conditioned and has a seating capacity of 80-100 persons. The successful bidder shall confine their activities within the Restaurant portion only and in no case will they be permitted to deviate / increase / alter /encroach from the same. However, common area like the Auditorium foyer area, restaurant entrance area may be used for the welcoming of the guests/visitors for short duration only.



**Restaurant Images**



#### **4.1 Food to be served/ Service to be offered**

**4.1.1** Multi cuisines and confectionaries etc. are to be served. Service to be offered on payment through electronic cash register will be permitted.

**4.1.2** The service of food & beverages may be provided to the occupants of the building in their chambers/office on all working days including holidays. The food & beverages services and catering staff will also be provided at the venue of the meetings/conferences/seminars/fairs/events of the AEPC by putting food stalls as per requirement of the Council and the payment will be made after submission of original and proper bill thereto.

**4.1.3** Offering of Delivery, takeaway and outside catering services may be permitted subject to compliance of all statutory requirement of the state authorities.

#### **5.1 Eligibility criteria for Bidder**

**5.1.1** The applicant business entity applying for the restaurant portion.

a) Should have minimum five (5) years of undisputed experience in management / operation of food outlets/restaurants/hotels serving multi cuisines.

b) Should have an average annual turnover of Rs.1 crore in the last three financial years i.e. F.Y. 2021-22, 2022-23 & 2023-24 from F & B Operation in its own name i.e. in the name of applicant business entity. This annual turnover should be for the individual company only applying for the license rather than group turnover. The applicant should attach audited reports along with C.A. certificate for the last three financial years as a proof.

c) Should be operating a business entity occupying not less than 5000 sq.ft. area inside malls/food courts/hotels etc. The bidder should own the brand in F&B service.

The bidder should have track record in F&B servicing in convention and banqueting facility of minimum of 500 persons at one time.

The bidder should preferably have proven experience of having combination of international cuisines preferably Indian, Western, Asian, Continental, Italian, Chinese and Indian regional cuisines including confectionaries, non-alcoholic/alcoholic beverages, ice-creams in its own name/brand in name of other brands of which it is a franchisee or successful bidder.

d) The applicant should have adequate experience of operating F&B outlets/restaurants/hotels where electronic cash registers are being used and employ professional who are familiar with this system of operation including debit/credit card/net banking/UPI transactions.

e) The tender shall be applied only by those parties who possess the valid license from concerned food department for preparation & serving food items and sufficient experience as described under clause "Instructions to Tenders". The intending tenderer should also have valid registration required to run restaurant with Goods and Service Tax & Income tax and other statutory authorities. The intending tenderers shall be required to furnish copies of these documents along with the bid.

**5.1.2** The applicant should not have been debarred from operating Restaurant/Hotel/F&B outlet on account of food quality issues by concerned government authorities or should not have been convicted for irregularities concerning above under various statutes/rules/regulations/orders etc. An affidavit in this regard is needs to be submitted **(Annexure-A)**.

**5.1.3** The applicant business entity should have minimum 5 years experience of using state-of-the-art, modern, modular kitchen equipments as is being currently used in international standard Food courts/Kitchen/F&B outlets/Multi cuisine restaurants. A list of Modular Kitchen equipments along with details of make and vintage currently being used and plans shall be supplied by the applicant with photograph along with the technical bid **(Annexure- B)**.

**5.1.4** The Successful bidder shall have a minimum of one professional as a full time employee having requisite degree/diploma from a recognized Hotel Management, Catering, Hospitality Institute in their employment at the licensed premises.

## **6.1 Period of License**

The successful bidder shall use the said premises for the initial period of Five years, which may further be extended to a period of another Five years subject to the approval of AEPC, on written request made by the bidder at least three months in advance, prior to expiry of the initial five year period. The bidder shall pay minimum guarantee per month on or before 7<sup>th</sup> of each english calendar month in advance for the said month from the date of commencement of the license. In addition to the rent, the successful bidder shall pay Common Area Maintenance (CAM) on super area as per rates mentioned in **Annexure E** per month without any formal demand on or before 7<sup>th</sup> of each calendar month in advance for the said month from the date of commencement of the license. If the Share(%) for the corresponding month is higher than the Minimum Guarantee, then the difference amount shall be credited to AEPC in the following account before 07<sup>th</sup> of the following month. Penalty charges of 18% per annum on payment till the date of payment shall be levied on the successful bidder for delay after 30 days from date of generating of invoice.

In case of further delay/non-payment of the dues, AEPC shall have the right to adjust the dues against the security deposit/barred the facilities including electricity, water, AC, parking etc. or initiate action as per the provisions of the tender document/agreement.

## 7.1 Timings of the Restaurant

The operating timings of the restaurant shall be as per local city guidelines. The successful bidder will adhere to the restaurant timings strictly and will not operate beyond the above or timings as decided. In case of violation of the above time schedule which leads to an action by the local authorities, AEPC shall have the right to disconnect all facilities including electricity, water, AC, parking etc. immediately and even terminates the agreement and forfeit security deposit.

## 8.1 Payment of Utility Charges

The successful bidder is required to make time bound payments of all dues towards AEPC's share/Minimum Guarantee, CAM charges, consumption of electricity, water, power back-up etc. and applicable taxes. Details of charges which are subject to revision from time to time without any notice, due to revision of rates by service providers, are indicated in the **Annexure-D**.

Penalty charges of 18% per annum on payment till the date of payment shall be levied on the successful bidder for delay after 30 days from date of generating of invoice.

AEPC will have the right to adjust the dues against the security deposit or initiate action as per the provisions of the tender document/agreement.

## 9.1 Security Deposit

The successful bidder shall pay an amount equivalent to three (3) month's Minimum Guarantee as defined in Annexure- C, as interest free Security Deposit. The entire amount paid by the successful bidder as interest free security deposit, during the agreement period shall be retained by the AEPC, which shall be refunded to the successful bidder without any interest, after the successful bidder removes all its stocks, goods, furniture & fixture, equipments and other movable property etc from the restaurant portion so the AEPC is not obstructed in any manner from using the premises, either on expiry or earlier termination of agreement subject to adjustment of dues and arrears, if any, under this agreement. Security deposit shall be accepted only through bank transfer. No cash or cheque shall be entertained.

## 10.1 Manner of submission of Bids

**10.1.1** Bids shall be submitted to AEPC, Gurgaon only. Tenderers are advised to follow the instructions provided in the "Instructions to Tenderers" for submission of technical bid through E-mail at [tender@aepecindia.com](mailto:tender@aepecindia.com) or by submitting sealed envelope along with necessary documents to **Joint Director(AHM), Apparel Export Promotion Council, Apparel House, Sector-44, Institutional Area, Gurugram-122003, Haryana.**

**10.1.2** Tender documents can be downloaded from the AEPC website [www.aepecindia.com](http://www.aepecindia.com) for above contract.

**10.1.3** Presentation is mandatory for assessment and is applicable to all the bidders.

**10.1.4** Presently Financial bids are not required to be submitted and shall be sought from only the qualified bidders after assessment of Technical Bid and Presentation.

**10.1.5** later in a sealed envelope after qualify

**10.1.6** Earnest Money deposit of Rs. 1,00,000/- (Rupees One Lakh only) should be in the form of NEFT/IMPS or Demand Draft only. EMD shall not be accepted in any other manner.

The bank details are as follows:

Bank Name & Address : Indian Overseas Bank, Sector-44 Gurgaon.  
I.F.S.C. Code : IOBA0001804

Account No : 180401000020000  
Account Holder : Apparel Export Promotion Council.

Demand Draft shall be addressed to "Apparel Export Promotion Council" and payable at Gurgaon only.

The EMD of unsuccessful bidders shall be refunded, after the bid is finalized, within one month of award of letter without any interest thereto. However the successful bidder's EMD shall be returned only once the bidder has deposited the Security deposit. The EMD is interest free.

**10.1.7** Tenders not accompanied with Earnest Money Deposit amounting to Rs.1,00,000/- (Rs. One lakh only) in the prescribed form shall be summarily rejected.

**10.1.8** AEPC reserves the right to reject all or any tender wholly or partly at any stage of the tendering process without assigning any reason whatsoever.

**10.1.9** All bidders have to give a presentation to justify the capabilities etc. before the Technical Committee prior to opening of the financial bid of the applicant. AEPC reserves the right to disqualify or to consider the bids of the technically qualified bidders based on the presentation given by the bidder without assigning any reason whatsoever.

**10.1.10** The technical bids of all the parties shall be opened as per the dates mentioned in the timeline at Page 1 of this document and price bids of only technically qualified parties shall be sought at later date. The qualified bidders shall be intimated through email only.

**10.1.11** Tenders incomplete in any respect or received after the last date may not be considered in any circumstances.

**10.1.12** Percentage share (% share) of Gross Sales Receipt shall mean the portion of cash receipt offered to AEPC from the monthly revenue earned from the restaurant.

## **11.1 Termination of License**

The AEPC shall be entitled to Terminate the agreement at any time during the currency of the agreement, by giving 90 days' notice and discharge the agreement without prejudice to other rights and remedies available to the AEPC because of nonperformance of any of the clauses of the agreement or if the successful bidder becomes insolvent or fails and / or neglects to carry out instructions on its behalf or submitted fake documents/ information related to the contract. However, in case of breach of the agreement, AEPC shall be entitled to terminate the agreement by giving a notice of 15 days. The successful bidder may also surrender the license by giving a 90 day notice after the completion of the Lock-in period.

## **11.2 Lock-In Period**

The lock-in period in respect of the agreement is three years and the successful bidder shall not be allowed to terminate the agreement for the period of 03 years under any circumstances, except where the premises is rendered unfit/unsuitable for use for the purpose of operating a restaurant. If the successful bidder wishes to surrender the license before the expiry of the lock-in period, the same shall be permitted only upon receipt of all the dues for the entire lock-in period

## **12.1 Entry, Exit and Parking**

The successful bidder shall abide by the instructions/regulations issued by the AEPC with respect to Entry and Exit of the material/personnel/representatives/visitors and vehicles from time to time. Only limited number of essential service vehicles, with valid pass during the

period shall be allowed entry. During the major event, the entry of service vehicles shall be regulated by the AEPC to meet the specific requirements. Parking space for 10 vehicles shall be allotted to the bidder for their usage during any of the events. The Council reserves the right to increase or decrease the parking space as per the specific requirement without any prior intimation.

**12.1.2** Restaurant portion shall not be used for residence purpose by the successful bidder or any of its employees. Only personnel deployed for night shift security of the premises will be permitted to stay in the night hours. A list of such persons along with details prior to deployment will be sent to deputed Security officer outsourced by the AEPC.

**12.1.3** The successful bidder will be responsible for any damages occurred to the property of the AEPC caused due to negligence by any visitors/clients/suppliers of the restaurant and the amount shall be paid immediately by the successful bidder or billed to their account.

### **13.1 Insurance**

The successful bidder will obtain comprehensive Insurance Policy of the licensed area against all risks for a specified amount to cover damages, if any, occurred due to fire, any other reason or due to negligence on their part. It shall be the responsibility of Successful bidder to ensure that the Insurance policy remains effective without any break during the period of License. The license shall also obtain suitable comprehensive insurance policy including but not limited to personal liability insurance, fire insurance, natural calamities insurance for its employees /visitors/ customers and keep it alive during the term of license. The AEPC will not be responsible for any loss /damage/ claim(s) arising out of the operation by the restaurant (F&B) operator. The damages / loss to the AEPC's property will be recovered by AEPC at the value as assessed by the AEPC.

### **14.1 Fair Business Practices**

The successful bidder shall be required to adopt fair business practices and to exhibit prices in respect of each item/ services of sale and the price so exhibited should be competitive. In case of any complaint the Successful bidder shall be solely responsible and answerable.

The successful bidder shall provide full details along with details of Gross Sales Receipts along with details of the Retail Invoices at the conclusion of each month to AEPC. No sales shall be done without consideration. Invoice for advance payment shall be raised by the successful bidder. AEPC can cause an investigation on the fair Gross Sales Prices or can order an audit of accounts at anytime during and after the contract period. The successful bidder will submit its monthly Gross Operating Receipts(GOR) details to AEPC in mutually agreed format. AEPC may ask for other details in support of GOR, if necessary.

### **15.1 Arbitration & Jurisdiction**

**15.1.1** All matter of disputes arising out of this shall be governed by Indian Law and subject to Court jurisdiction in Gurgaon.

**15.1.2** In case of dispute relating to enforcement of the agreement, except in the case of those covered under Public Premises (Eviction of Unauthorized Occupant) Act 1971, the parties will make an effort to resolve mutually through reconciliation, failing which the same shall be referred to sole arbitrator to be appointed by the Chairman, AEPC. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996 as amended. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 as amended or any statutory medication or reenactment thereof of any rules made thereof.

**15.1.3** Before resorting to arbitration, both parties may initially try to reconcile the differences/disputes; failing which only should arbitration be attempted.

**15.1.4** The Arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 as amended and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

**15.1.5** The venue of arbitration proceeding shall be the Head office of AEPC or any suitable venue decided by the Arbitrator.

**15.1.6** Upon any and every reference as aforesaid, the assessment of costs and incidental expenses in the proceedings for the award shall be at the discretion of the Arbitrator.

## **16.1 OTHER TERMS AND CONDITIONS**

Apparel Export Promotion Council (AEPC) desires to call the tenders for **licensing out** space for running Restaurant as per following terms & conditions:-

**16.1.1** More than one tender except in case of chain of Restaurant by the same restaurant/owners may be summarily rejected. Franchisee and Retail Food Outlet are also permitted subject to fulfillment of other conditions mentioned in this document. No Sub-letting shall be allowed by the successful bidder for running Restaurant. The successful **bidder** should not have been debarred from operating Restaurants/F & Beverages outlet on account of Food quality issues by concerned government authorities or should not have been convicted for irregularities concerning Restaurants/F & B outlets under various statutes/rules/regulations order etc. An affidavit in this regard needs to be submitted.

**16.1.2** The Council shall provide an area including Restaurant, Buffet Kitchen and Banquet Kitchen. No encroachment or covering of space shall be permitted. However temporary usage of common areas, like auditorium foyer, restaurant entrance etc, for receiving/welcoming of guests may be permitted subject to prior approval from AEPC.

**16.1.3** The restaurant portion shall be handed over on as is where is basis along with AEPC's assets/fixtures after proper hand over and take over by authorized persons from both sides and all interior/maintenance work will be carried out by the successful bidder at their own cost with prior permission of the Council. No structural change shall be allowed. However, if the successful bidder wants to carry out any interior work without affecting the structure, same can be done at their own cost after seeking prior permission of the AEPC and getting the interior plan approved by the AEPC. It may be noted that no fixtures or immovable assets shall be permitted to be removed after the expiry of the lease duration. A list of all movable assets shall be maintained which shall be jointly signed by the Bidder and AEPC. Any addition/deletion to the movable assets shall be informed to AEPC. Items not in the list shall not be permitted to be taken out after the expiry/termination of the lease duration.

**16.1.4** The successful bidder after commissioning of the facility pays all costs and expenses of the management and operation of the restaurant. The furniture, fixtures, computers, furnishings, utensils and any other articles/equipment, internet and cable TV connections, required in running the Restaurant shall be brought in by the successful bidder at its own cost. The successful bidder shall have proper valid license from concerned/prescribed authorities to prepare & serve the food items and shall comply with all norms & guidelines of the statutory authorities in this regard. The successful bidder shall be solely responsible for any consequence arising out due to non-compliance of any guidelines of the concerned statutory authority and AEPC shall be in no way responsible for the same. The responsibility of such discrepancy pertaining to the lease period shall lie solely on the bidder even after the expiry/termination of the lease duration.

**16.1.5** The Restaurant shall be put into use in a manner mutually agreed to by successful bidder and the AEPC. The successful bidder shall operate restaurant only out of the restaurant

area and it will not extend this either into the Auditorium foyer, corridors (covered or open) or any other covered or open areas in Apparel House other than restaurant portion. The interior design and decor of the Restaurant will be as per the design and specifications of the successful bidder. The consultancy fee of the interior designer and any other consultants hired for the purpose of getting the Restaurant furnished will be borne by the successful bidder.

**16.1.6** The successful bidder may bring into and remove from the Restaurant at its own option and choice but with the written approval of the Council any equipment or assets owned by him. The equipment or assets brought in by the contractor to run the restaurant would be kept separately identified for which the inventory shall be prepared and kept with the Council and shall remain the property of the successful bidder to be removed forthwith on the expiry or sooner termination of the contract with written intimation to the council.

**16.1.7** The maintenance of the restaurant is part of the responsibility of the Council. The regular renovation, upgrade, touch up, paint, polish etc in the provided premises would be borne by the successful bidder. The cost of advertisement, promotion and publicity of restaurant shall be borne by the successful bidder. The successful bidder should have adequate experience of using state of the art, modern, modular kitchen equipments as is being currently used in International standard food courts, multi-cuisines restaurants. Proof of such experience in using the same with a list of modular kitchen equipments and details of make and vintage currently being used and plans shall be supplied by successful bidder with photograph along with Technical Bid.

**16.1.8** The successful bidder shall be responsible for the efficient management and operation of the restaurant in accordance with the high standards. Keeping in mind it is desirable that the successful bidder should have adequate experience of operating F & B outlets where electronic cash registers are being used and employ professionals who are familiar with this system of operation. The successful bidder shall serve multi-cuisines to its customers. The successful bidder should be operating preferably multi-cuisines restaurant. The successful bidder shall be responsible for the disposal of the garbage of its restaurant and shall bear the entire cost for the same. The premises will be kept in neat and tidy manner at all the times.

**16.1.9** The successful bidder shall not allow smoking, chewing pan, serve liquor or allow consumption thereof by any person in the restaurant or any provided area or any other area in the premises without prior permission of the Council and required license obtained thereto issued by any statutory authority/state/central government.

**16.1.10** No wedding ceremonies, religious, political parties shall be held in the restaurant. Music, if any, upto a maximum 90 decibel will only be allowed. The successful bidder shall ensure and provide best services and shall ensure that no complaint shall be received in this regard. Festive celebrations are permissible subject to prior approval from AEPC.

**16.1.11** Use of coal, fire wood etc. is not permissible. In case coal or firewood is essential for particular cuisines, special written permission will have to be taken from AEPC subjected to clearance from the Local Fire Service which shall be obtained by the Successful bidder after compliance relating to additional equipment etc., if any, at his own cost and for specific kiosks. The Successful bidder may also obtain PNG connection at their own cost with prior approval from AEPC

**16.1.12** The Successful bidder, shall furnish a list of all equipment along with their electrical load capacity. The list of equipment will have to be got approved in advance from AEPC and adequate electrical load has to be pre sanctioned from AEPC.

**16.1.13** The successful bidder shall comply with all prevailing local, state, central taxes including service and other taxes, permit fees, duties, labour laws, municipal laws and statutory requirements of central / state government. In case of non-adherence of any laws/regulations/taxes of the statutory bodies, the successful bidder shall be fully responsible

for the consequences arising out of non-compliance by the successful bidder. The Council in no way will be responsible for the same.

**16.1.14** The successful bidder shall take all precautions and safety measures for safety and security of the personnel and the Council will not in any case be responsible for any disability/injury i.e. permanent or temporary disablement caused to any catering or other staff during discharge of duties. The successful bidder shall comply with all Acts/laws and other statutory regulations applicable or may become applicable from time to time in the state of Haryana with regard to the successful bidder and discharge of the contract. Successful bidder shall be liable for compliance of all acts and Council shall have no liability in this regard, whatsoever.

**16.1.15** The successful bidder shall arrange at its own cost the security of the licensed premises and all assets/inventory thereof and the AEPC shall not be responsible in any manner whatsoever for the security of the restaurant portion and the goods, equipment or any other articles stored therein. The successful bidder shall arrange to install adequate numbers of CCTV cameras covering important areas like restaurant, kitchens, stores, gates etc. with sufficient recording and monitoring capacity.

**16.1.16** The successful bidder shall operate Canteen for the staff of AEPC and its associated offices and provide Thali meal (bread, rice, dal, seasonal vegetable, raita, salad and sweet) @ Rs. 50/- per Thali of good quality during first year and to be increased @ 10% every 2 years. The daily menu decided by the AEPC with mutual consent shall be served in AEPC's cafeteria/canteen and the material used for preparing items shall be of standard quality. The successful bidder shall ensure that the restaurant staff serving in the said complex is in proper uniform and well mannered. The successful bidder shall be responsible for the good conduct of the catering and other staff engaged in the complex for the purpose.

**16.1.17** The successful bidder shall offer at least 25% discount on published tariff to AEPC officials, the AEPC's offices/associated offices for their own conferences/functions only including members who have office space within the Apparel House building.

**16.1.18** The successful bidder at its own cost and expenses shall engage sufficient number of staff which is considered appropriate for serving the offices occupying the premises. The successful bidder shall ensure that the catering facility is available to the occupants at all times on all working days. The successful bidder shall also provide services depending upon the requirement of the AEPC/ associate offices / occupants on holidays and for Meetings / conference / Fairs / Events / Parties of AEPC/associate offices. AEPC reserves the right to engage catering/food stalls from other agencies for its events without assigning any reason whatsoever to the bidder.

**16.1.19** The successful bidder shall be responsible to maintain his as well as AEPC provided fixed inventory/assets at own cost. AEPC will not be responsible in any case for any maintenance/replacement thereto.

**16.1.20** The successful bidder shall ensure that all customer/visitors/clients/raw material and other suppliers will pay parking charges as per Annexure-D and park the vehicles in the notified parking area only. However the serving staff, owner of restaurant only shall be provided parking stickers towards free parking. The above shall adhere to the rules and regulations of the AEPC and security inside the premises. The successful bidder shall be solely responsible for any untoward incident in the restaurant or for any ruckus created by above in the AEPC's premises and the AEPC will have right to ban the entry of above.

**16.1.21** All assets and fixtures of the AEPC comprised in the Restaurant shall always be the property of the AEPC. The successful bidder shall take due care of the assets and properties and shall be fully responsible for any loss or damage thereof or thereto, caused as a result of any negligence on its part. It shall not charge, encumber, or create any lien or any rights whatsoever on any assets or properties belonging to AEPC or any part thereof. Additionally all immovable fixtures developed by the bidder during the lease/license tenure shall be not be dismantled/removed and shall be handed over to AEPC upon expiry of the lease duration.

**16.1.22** The AEPC shall provide Power back-up, HVAC to successful bidder on chargeable basis which shall be included in the Common Area Maintenance charges. The energy charges for the licensed premises shall be borne by the successful bidder on actual consumption/hrs after issuance of demand letter as per rates (**Annexure-D**). The energy meter shall be provided by AEPC. The energy consumed by successful bidder from back-up (DG) provided shall be charged on actual consumption hours and charges mentioned in **Annexure-D**.

**16.1.23** The AEPC will provide water subject to availability and the charges thereto shall be borne by the successful bidder as per actual consumption and charges (**Annexure-D**). In case of scarcity of water, AEPC will not be responsible for the same and the successful bidder will have to make his arrangements on own cost. The successful bidder shall ensure minimum use of water and avoid waste.

**16.1.24** The successful bidder shall execute an agreement on a non-judicial stamp paper of Rs.100/- within 30 days from the date of issue of allotment letter at his own cost and get the same duly registered with the state authorities as per the prevailing laws and at the cost of the bidder.

**16.1.25** The period of agreement shall be as per mutually agreed period but have a lock in period for three (3) years. After expiry of Lock-in period, if the successful bidder does not feel that it can continue with the agreement, it shall have the full right to withdraw from the said agreement after giving a three (3) months' notice prior to expiry of the Lock-in Period and after handing over to AEPC all the assets of the AEPC in the condition it was taken and clearance of dues. If the bidder wishes to discontinue during the Lock-in period, the successful bidder shall be liable to pay all his dues for the entire duration of lock-in period.

**16.1.26** The successful bidder shall deposit an amount equivalent to six month's Minimum Guarantee of the restaurant portion as Security Deposit with the AEPC within a week after the agreement is awarded. The security deposit shall be deposited by way of Bank Transfer/Electronic payment only. No cheque or cash shall be entertained for the Security Deposit. The security deposit will not carry any interest and refunded by the AEPC on expiry / termination of the agreement but subject to handing over peaceful possession of the premises as it was taken over by him at the time of the contract and after adjusting all dues, if any payable. In case of non-fulfillment of terms & conditions of the agreement, the AEPC reserves the right to cancel the allotment of space and his security deposit will be forfeited.

**16.1.27** Upon expiry of the agreement or sooner termination of the agreement for any cause whatsoever, the successful bidder shall have no right, title, interest to use the said restaurant portion. The AEPC shall have undisputed right to make use of the restaurant portion at its discretion thereafter and also to grant license and / or further rights of the restaurant portion to any third person or any other party. It will be lawful for the AEPC without notice to enter upon the restaurant portion after revocation of the agreement on termination/expiry of this agreement.

**16.1.28** AEPC reserves the right to suspend the bidding process, cancel the agreement with the selected party in whole at any time if in the opinion of the AEPC; it is necessary due to any reason or expedient in the public interest. The decision of AEPC shall be final and binding in this regard. AEPC shall not be responsible for any damage or loss caused or arisen out of aforesaid action. AEPC reserves the right to modify terms and conditions in public interest as per directions of the competent authorities. Bidders are advised to attend the prebid meeting on the dates mentioned on Page 1 to clarify any queries.

**16.1.29** The successful bidder shall forthwith remove after adequate notice from the AEPC, itself and all its belongings from the provide premises and AEPC shall assume care of management of the facility directly or through any other contractor. The successful bidder shall have no right to prevent such operation and management by the AEPC. The AEPC shall be entitled to prevent successful bidder and its staff, servants or clients from entering into and having any access whatever to the facility save and except for removal of successful bidder's belongings.

**16.1.30** Revocation of license and termination of this agreement for any reason whatsoever shall not absolve the successful bidder from responsibilities, liabilities for damages and or payments accrued prior to the termination of this agreement.

**16.1.31** The successful bidder shall be solely liable towards any complaints, or any action taken by any person against quality of food and beverage served, or other services rendered by the successful bidder or behavior of its employees, staff and supervisors in the licensed premises.

**16.1.32** The successful bidder shall maintain a complaint book/visitor book/ suggestion box at a prominent place in the licensed premises and in such a way that it is easily accessible to any person who wishes to record any complaint/ suggestion and the said details/book shall be open for inspection to finance department of the AEPC, as and when demanded.

**16.1.33** Any act of the successful bidder which results in violation of this agreement or any of the terms and conditions contained therein or instructions of the AEPC, shall give AEPC the right to forfeit the entire amount of the security deposit in addition to the right to terminate the agreement without any notice including making good the expenditure cost if any incurred by AEPC in this regard.

**16.1.34** Successful bidder shall open and operate such accounts as may be required in all respects in connection with the operation and management of the Facility in a bank as may be accepted by AEPC. All moneys Cash receipts cheques and negotiable instruments relating to Gross Operating Receipts shall be deposited in the Bank Account earmarked for the purpose. Credit facility if allowed, shall be at the sole discretion of successful bidder.

**16.1.35** Successful bidder shall work on a separate branding for the facility at the Apparel House. All designs, concepts, names, marks and logos used in operation and management of the facility have been created and provided by Successful bidder and are and shall be at all time the sole property of the Successful bidder. AEPC or other persons claiming for or on behalf of AEPC shall not have any interest, right or claim whatsoever therein or thereto. Upon expiry or sooner determination there of AEPC shall not use any such similar or identical design, concepts, names, marks and logos provided by the SUCCESSFUL BIDDER during the term of this agreement. AEPC shall provide sufficient space to the SUCCESSFUL BIDDER for putting signage for branding of the facility.

**16.1.36** All communications/notices must be sent on the letter head under the signature of the authorized signatory with name and designation by one party to the other under this agreement and sent by registered post or by hand delivery only at the address mentioned by them at the time of allotment. Any change in the address will be informed immediately to the AEPC.

for Apparel Export Promotion Council

**Jt. Director (AHM)**

**Issuing Authority**

**Dated 3<sup>rd</sup> May 2024**

## **INSTRUCTIONS TO TENDERERS**

### **1.1 GENERAL:**

Tenderers are advised to acquaint themselves fully with the location of the building/ space and terms and conditions including all the provisions of the Tender Document before submission of their tender. The area, mentioned in the document shall be considered on a Super Area basis, unless mentioned otherwise.

### **2.1 SITE PARTICULARS**

Tenderers are advised to inspect and examine the site and the probable business turnover and satisfy themselves before submitting their tenders. For site visit and any clarification/information, the intending tenderer may contact to the Jt. Director(AHM) or any other authorized officer by him for any assistance- Phone No +91-0124-2708000-03.

### **3.1 SUBMISSION OF TENDER**

a) The expression "Tender Notice" referred to in the Tender Documents shall be deemed to include any Notice/Letter Inviting Tender with respect to the work forming the subject matter of the documents and vice-versa.

b) The tender complete in all respect shall be submitted along with Earnest Money as stipulated in the Notice/Letter Inviting Tender ONLY. Tenders without Earnest Money Deposit will be summarily rejected.

c) Tenders shall be submitted in emails and sealed envelope in the following manner:

**Technical Bid** (Scanned copies of the all the required documents along with the UTR no. of the Earnest Money Deposit to be submitted at [tender@aepecindia.com](mailto:tender@aepecindia.com) on or before 27<sup>th</sup> May 2024. Physical bids may also be submitted in a sealed envelopes along with EMD and copies of all supporting documents to **Joint Director (AHM), Apparel Export Promotion Council, Apparel House, Sector-44, Institutional Area, Gurugram-122003, Haryana.**

**Technical presentation** (Bidders are required to make a detailed presentation of their proposal to AEPC.)

- i. The presentation shall include detailed proposal and their plan for their operation of restaurant
- ii. The presentation shall not have any financial discussion related to the tender.
- iii. AEPC reserves the right to disqualify or to consider the bid based on the presentation without assigning any reason whatsoever to the bidders.

### **Financial Bid**

- i. Only bidders qualifying the technical bids and presentation shall be asked to submit their financial bid vide sealed envelopes on or before.
- ii. AEPC reserves the right to disqualify or consider the bid without assigning reason whatsoever.
- iii. Decision of the AEPC shall be final.

d) Interested parties should have minimum 5 years experience for running Restaurant/Hotel/Food Court. Proof required to be submitted.

e) Minimum average turnover of the firm in whose name the tender is being applied should be Rs. 1.00 crore. The tenderer is required to submit scanned copies of audited balance sheet along with the copies of Income tax Return for last 03 years in support of their claim.

d) The applicant should have adequate experience of using state of the art, modern, modular kitchen equipments as is being currently used in International standard food courts, multi-

cuisines restaurants. Proof of such experience in using the same with a list of equipments alongwith details of make and vintage currently being used and plans shall be supplied by applicant with photograph.

#### **4.1 QUALIFYING CRITERIA**

Bidders having the valid documents and fulfilling the criteria as mentioned above under S. No. 3 and in **Annexure-B** will be technically qualified and based on the technical presentation and considered for opening of their price bid. Technically qualified party has no right to claim for award of the lease/license. AEPC reserves the right to cancel or award the work to any party/bidders in case of non-fulfillment of the required documents.

#### **5.1 DEVIATION TO TENDER CLAUSES**

Tenderers are advised to submit the tenders based on the terms and conditions stipulated in the tender documents. Conditional tenders will be summarily rejected.

#### **6.1 VALIDITY OF OFFER**

Tender submitted by tenderers shall remain valid for acceptance for a minimum period of 120 days from the date of opening of the tenders. The tenderers shall not be entitled during the said period of 120 days to revoke or cancel their tender or to vary the lease rates given in Tender or any term thereof, without the consent in writing of the management. In case of tenderers revoking or cancelling their tenders or varying any terms in regard thereof without the consent of management in writing, Competent Authority shall forfeit Earnest money paid by them.

#### **7.1 ACCEPTANCE/REJECTION OF TENDER**

7.1.1 AEPC reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever. AEPC can ask for presentation or physically verify the site(s) of Restaurant/Hotel/Food court before finalization of the bid.

II) AEPC reserves the absolute right to reject any or the entire tender at any time solely based on the past unsatisfactory performance of the bidder(s). The opinion/decision of AEPC regarding the same shall be final and conclusive.

**8.1** No corrections or overwriting will be entertained in Schedule of rates by using correcting fluid.

**9.1** It will be obligatory on the part of the tenderer to sign the tender for all the components & parts. After the space is allotted/licensed out they will have to enter into a lease agreement for the space allotted/licensed out on a non-judicial stamp paper of Rs.100/- (Rs. One hundred) at their own cost within thirty days from date of issue of allotment letter.

**10.1** In the event of non-execution of license agreement within 30 days from the date of issue of Allotment letter, the allotment of space will automatically stand cancelled and earnest Money deposited will be forfeited.

**Jt. Director (AHM)  
Issuing Authority**

**AFFIDAVIT FOR AWARD OF CONTRACT FOR RESTAURANT PORTION**

I.....son/daughter/wife of .....

Resident of .....

Proprietor/Director/Partner of M/s.....

Having its registered office at .....

do hereby solemnly declare and affirm as under:-

**1. that I/firm/company** have/has the requisite license and approval including license to operate food and beverages outlet/Restaurants.

**2. that** there has been no case/litigation whatsoever against me/firm/company or any other legal entity in which I/We have controlling share under Prevention of Food Adulteration Act, 1954 or any other law which restricts me/firm/company from operating food and beverages outlet/restaurant or to enter into the license agreement.

**3. that no** penalty on account of failure of food samples/unhygienic condition of F&B outlet has been levied on me/firm/company or any other legal entity in which I/We have controlling share by any of local or Government authority.

**4. that I/We/firm/company** shall conform to the food safety and standard acts, regulations, bye laws enacted there under any specifically to the guidelines on hygiene and sanitary practices provided under requisite schedule of notification dated 1<sup>st</sup> August 2011 or subsequent notifications thereto of Ministry of Health and Family Welfare-(Food safety and Standards)Licensing and Registration of food business) regulations 2011 and obtain requisite registration/license/permission to the satisfaction of AEPC before commencing operations.

**5. that I/We/firm/company** shall ensure that eatable items sold/served from the restaurant portion are of requisite hygienic and quality standards and confirm to the provision of the Prevention of Food Adulteration Act and any other guidelines, regulations, standards etc. issued by concerned local or government authorities from time to time. I/We shall be solely liable for any action or penalty imposed by relevant authorities in this regard.

**6. that I/firm/company** or any other legal entity in which I/we have controlling share has/have never been barred from operating any Food & Beverages outlet anywhere in India by any local agency/government department.

**7. that I/firm/company** is financially sound to undertake such an agreement.

**8. that I/we** understand and agree that licensed premises shall not be used after expiry or sooner termination of the agreement. The AEPC will have right to also disconnect all the facilities provided such as electricity, water, CAM, power backup etc. without any prior notice to the successful bidder.

**9. that I/we** understand and agree that I/we shall hand over the peaceful vacant possession of restaurant on as is where is basis after expiry or sooner termination of the agreement.

**10. that I/we** agree that the AEPC will have the right to revoke/cancel/terminate the agreement on violation of any of the terms & conditions of the bid/agreement.

**11. that I/we** understand and agree that I/we shall not sublet/sub-lease or pass any right to anyone.

**12. that I/we** have read all the terms & conditions forming part of the restaurant agreement and agree to abide by them in entirety.

**13. that I/we** agree to pay all charges towards the restaurant portion as specified in the bid on time.

**DEPONENT**

Verification

Verified at Gurgaon on this .....day of .....2024 that the contents of the above affidavit are true and correct to my/our knowledge and no part is false and incorrect.

**DEPONENT**



Bank details for refund of Earnest Money Deposit (EMD), in case of unsuccessful bidder

Name of Bank: \_\_\_\_\_  
Branch: \_\_\_\_\_  
Account No. : \_\_\_\_\_  
IFSC Code: \_\_\_\_\_

List of present and past food establishments/outlets managed by the bidder as per the following format. The information provided will facilitate evaluation of your Quotation.

S. No.	Name of the outlet with complete postal address	Type of Work done	Commencement Year and whether currently operational or not	Estimated seating/serving capacity
1				
2				
3				
4				
5				

**I/We, hereby, declare that:-**

- (i) I/We have read and understood & agree to the Bid Documents, including Terms & Conditions forming integral part of the restaurant contract, etc.
- (ii) I/We have read and understood the terms and conditions governing the grant and operation of contract; and
- (iii) I/We agree and undertake to be bound by the Bid Documents, and other Terms & Conditions forming integral part of the restaurant contract.
- (iv) That I/we understand that in case of any of the above information/ documents (as given by us) is found to be incorrect, AEPC may reject the application, cancel the agreement or revoke the license at any time, without giving any notice and in such a situation, I/we will not be entitled for refund of any part of security and other deposits.
- (v) I/We have not been barred by any Department / Organisation/ Local Authority from operating an F&B outlet.
- (vi) The bid has been submitted after site inspection of the Restaurant portion and the same is to be allotted on '**as is where is**' basis.
- (vii) AEPC reserves the right to suggest us different cuisines etc.
- (viii) That the undersigned has been authorized by the firm / company to sign these bid documents. The address given below is the postal/communication address in which all the messages /documents may be addressed / sent to us.
- (ix) All the eligibility criteria as per tender document are fully understood and met

Place:.....  
Date:.....

(Signature)  
Name : .....  
(Authorised Signatory)  
  
Designation: .....  
(Capacity in which signed)  
  
Full Address : .....

Company Seal

**DOCUMENTS TO BE ENCLOSED WITH THE TECHNICAL BID:-**

Bids shall be submitted online at [tender@aepcindia.com](mailto:tender@aepcindia.com) only. Bids submitted to any other email shall be summarily rejected. Tenderers/Bidders are advised to follow the instructions provided in the 'Instructions to the Tenderers' for the submission of the bids. All the pages of bid being submitted must be signed & stamped wherever required, and sequentially numbered by the bidder irrespective of nature of content of the documents before submitting. No correspondence will be entertained in this matter. The following documents are to be furnished by the bidder along with Technical Bid as per the tender document (As applicable):

- (1) Original copy of filled up application Form-Technical bid.
- (2) Original documents substantiating requisite experience in the management/operation of food outlet.
- (3) Copy of documentary proof of minimum annual turnover during the last three Financial Years from F&B operations. CA Certificate along with audited reports for the last three financial years as a proof.
- (4) UTR number of electronic payment of Earnest Money of **Rs. 1,00,000/-** in favour of :

Account Holder	: Apparel Export Promotion Council.
Bank Name & Address	: Indian Overseas Bank, Sector-44 Gurgaon.
I.F.S.C. Code	: IOBA0001804
Account No	: 180401000020000
- (5) Scanned copy of affidavit on stamp paper of Rs. 100/- duly signed and notarized (**Annexure 'A'**) should be submitted as attachment email on or before the last date of receipt of bid.
- (6) Scanned Copy of Self-attested & stamped copy of valid Goods & Sales Tax Regn. Certificate
- (7) Scanned Copy of Self-attested & stamped copy of valid Trade licence.
- (8) Scanned Copy of Self-attested & stamped copies of Eating House Licence from Local Police, and/or other licensing authorities, whichever is applicable for F&B outlets currently operated by Applicant entity.
- (9) Scanned Copy of Self-attested & stamped copy of Registration certificate of E.P.F.O. & E.S.I. or submit a declaration that you are exempted from these Acts.
- (10) Scanned Copy of Self-attested & stamped copy of following :
  - (a) In case the applicant is a Pvt. / Public Limited company, self-attested copies of;
    - (i) PAN Card of all the Directors,
    - (ii) Memorandum and Articles of Association (**in original**),
    - (iii) Income Tax Return of the last three financial years duly certified by a Chartered Accountant.
  - (b) In case the applicant is a **Partnership Firm**, self-attested scanned copies of;
    - (i) PAN card of all Partners
    - (ii) Income Tax Return of the last three financial years duly certified by a Chartered Accountant
    - (iii) Certified copy of Partnership Deed,
  - (c) In case the applicant is a **Sole Proprietor Firm**, self-attested scanned copies of;
    - (i) Aadhaar Card/Election Identity Card/copy of Driving Licence etc. for proof of identity & address,

(ii) PAN card of Proprietor.

(iii) Income Tax Return of the last three financial years, etc. of the applicant duly certified by a Chartered Accountant

(11) The application should be signed by an authorized signatory duly authorized by the Company/Partnership Firm along with a certified copy of such authorization.

(12) Complete set of **bid documents** with (I) Technical Bid along with duly signed and notarized **Annexure-A** (Affidavit on stamp paper of Rs. 100/- duly signed and notarized) and Transaction details of EMD of Rs. 1,00,000/-.

(13) Affidavit in original as per **Annexure-A** should be submitted in Apparel House on or before the bid opening date/time.

**Documentary proofs**

1. Details of business associates, sister concerns, affiliates, subsidiaries, etc. if any **duly self attested & stamped.**

2. Date of establishment of the applicant's business in food outlets. **Certificate(s) from local Bodies /authorities / Municipality /local Police /FSSAI.**

3. Annual Turnover from F&B operations. Attach CA certificate in original)

4. Experience in the field of F&B Operations;

(i) Self-attested photographic & documentary proof(s) to substantiate the claims referred of Tech. Bid, and (ii) copies of self-attested & stamped copies of eating house license and trade license from local police/local bodies whichever is applicable, for all the outlets referred in Tech. Bid.

5. Any National/ International arrangement/ agreement in the field for operation of food courts and brands etc., if any. Copies of self-attested & stamped copies of agreement(s) or copy of Registration Certificate of Trademark.

**APPLICATION FORM – (FINANCIAL BID) FOR RESTAURANT PORTION**

Dear Sir,

I am/We are pleased to submit my/our Financial Bid

Area	Base Minimum Guarantee	Minimum Guarantee offered (I)**	% Share to be quoted by bidder of gross operating receipt (GOR) from sales (II)**
Restaurant Area (Public Dealing)	Base Minimum Guarantee Rs. 4.00 lac per month subject to 10% increase after every 24 months of the contract period	In figures:	% In figures:
Kitchen Area			
Banquet Kitchen and Open Area (For In-house use)		In Words	% In Words
Basement area (For In-house use)			
Locker Room (For In-house use)			

**Note\*:** In case of any ambiguity between words and figures quoted, the higher rates will be considered. Illegible quotes are liable to be rejected.

**Note\*\*:** Highest of (I) & (II) shall be considered on a monthly basis.

**Weightage shall be given to Minimum Guarantee Offered. In case Minimum Guarantee offered are same, higher % share of (GOR) shall be considered.**

The above (exclusive of tax, as applicable) per month rates to operate RESTAURANT in the premises owned by Apparel Export Promotion Council, Apparel House, Sector-44, Institutional Area, Gurgaon, Haryana for a period of 10 years/mutually agreed period but initially for five (5) years i.e. ....from the date of taking over. I/We hereby declare, understand and accept that:

1. the submission of the offer does not guarantee grant of restaurant portion and that AEPC has the right to cancel or reject the bids at any time.
2. I/We will deposit a Bank Transfer/Electronic transfer for an interest free, refundable and adjustable against any dues of AEPC payable by me/us, **Security deposit** as applicable before taking over the licensed premises.

3. That the terms of the agreement shall be for a period of Ten(10) years/mutually agreed period but initially for a period of Five(5) years i.e. from the date of taking over the restaurant portion but not later than seven days from the date of award letter only and the same shall liable to be extended solely at the discretion of the AEPC and mutual consent.

4. Security deposit will be at the disposal of AEPC to make good any loss/damages/outstanding dues and for performance of other terms & conditions of agreement.

I/We understand that apart from quoted Share (%)/Minimum Guarantee, charges for air-conditioning after working hours, electricity, Power back-up, Water, CAM, conservancy etc. **along with applicable government taxes** shall be payable by me/us regularly on the due date to the complete satisfaction of AEPC at the prevailing rates and I/We undertake to pay the same as per periodicity indicated by the AEPC. I/We understand that non-payment of dues on time may result in cancellation of agreement and early termination of the agreement. The existing applicable rates specified **in Annexure-D** have been seen by me/us and I/We agree that these charges are subject to revision by the AEPC without any prior notice.

The name and designation as well as the Postal address given below is the postal/communication address to which all the communication/notice may be addressed/sent to:

Name & Designation .....

Complete address .....

Date.....

Yours faithfully,

Place.....

(

)

Name & Designation  
Address & Company Seal  
Email ID.....  
Ph/Mob.No.....

**Charges applicable for various services/utilities for “Restaurant ”**

<b>S.No.</b>	<b>Services/Utility</b>	<b>Rates</b>
1.	Electricity charges	As per actual electricity consumption on meter reading basis. The rate per unit will be as per actual monthly electricity bill <b>(a) Power Connection charges:</b> Rs. 195/- per KW <b>(b) Power Consumption charges:</b> Rs. 188/- per KW per day wherever meter not installed. <b>(c) Penal charges:</b> In case load is drawn more than the sanctioned load, penal rates will be charged @ 1.5 times the normal rate of AEPC approved tariff. <b>(d) Reconnection charges:</b> In case of power disconnection, reconnection charges as per approved tariff will be charged @ Rs. 195/- per KW.
2.	Water Charges	As per actual water consumption on meter reading basis. The rate per unit will be as per actual bimonthly water bill
3.	Common Area Maintenance charges	<b>CAM charges:</b> As mentioned in <b>Annexure E</b>
4.	Diesel Generator charges for licensed area	<b>Diesel Consumption Charges (All time/days):</b> @ Rs.9, 625/-per hour.
5.	HVAC charges for licensed area	(a) Office Hours/working days of AEPC (9.30 am to 5.45 pm) – included in CAM charges  (b) After office hours/holidays HVAC to be charged Rs. 3000/- per hour of use
6.	Split AC charges	As per actual electricity consumption on meter reading basis. The rate per unit will be as per actual monthly electricity bill
7.	Vehicle entry and parking Charges	<b>(a) Bus/Heavy vehicle-</b> Rs.100/- per bus per entry. <b>(b) Car/LMV-</b> Rs.50/- per car per entry. <b>(c) Two wheeler-</b> Rs10/- per two wheeler per entry. <b>Note:</b> AEPC will not allow entry/parking of any vehicles beyond restaurant hours. Entry of all vehicles will be allowed only after payment of Parking charges. The serving restaurant staff/owners, however, will be provided Parking Sticker which is to be displayed on the vehicle issued by the concerned AEPC department to park their vehicle without paying any charges

**Note:**

- 1) The above charges are subject to change without notice.
2. Government taxes, as applicable from time to time, will also be payable on all the services.

**Annexure E**

**Statement of Area and CAM charges**

<b>S. No</b>	<b>Location</b>	<b>Carpet Area (sq.ft)</b>	<b>Super Area (sq.ft)</b>	<b>CAM per sq.ft (Rs.)</b>	<b>CAM charges (Rs.)</b>
1	Restaurant Area (Public Dealing)	1972	2200.75	30	66022.50
2	Kitchen Area (For In-house use)	946	1055.73	20	21114.60
3	Banquet Kitchen and open area (For In-house use)	3332	3332	5	16660.00
4	Basement area (For storage)	840	937.44	20	18748.80
5	Locker Room & Accounts office (Basement)	546	609.33	20	12186.60
		7636	8135.26		134732.50