

Request for Proposal (RFP)

For

Running UNISEX / GENTS / LADIES Salon, at South Asian University (SAU) Campus, Maidan Garhi, Delhi-110068



SOUTH ASIAN UNIVERSITY

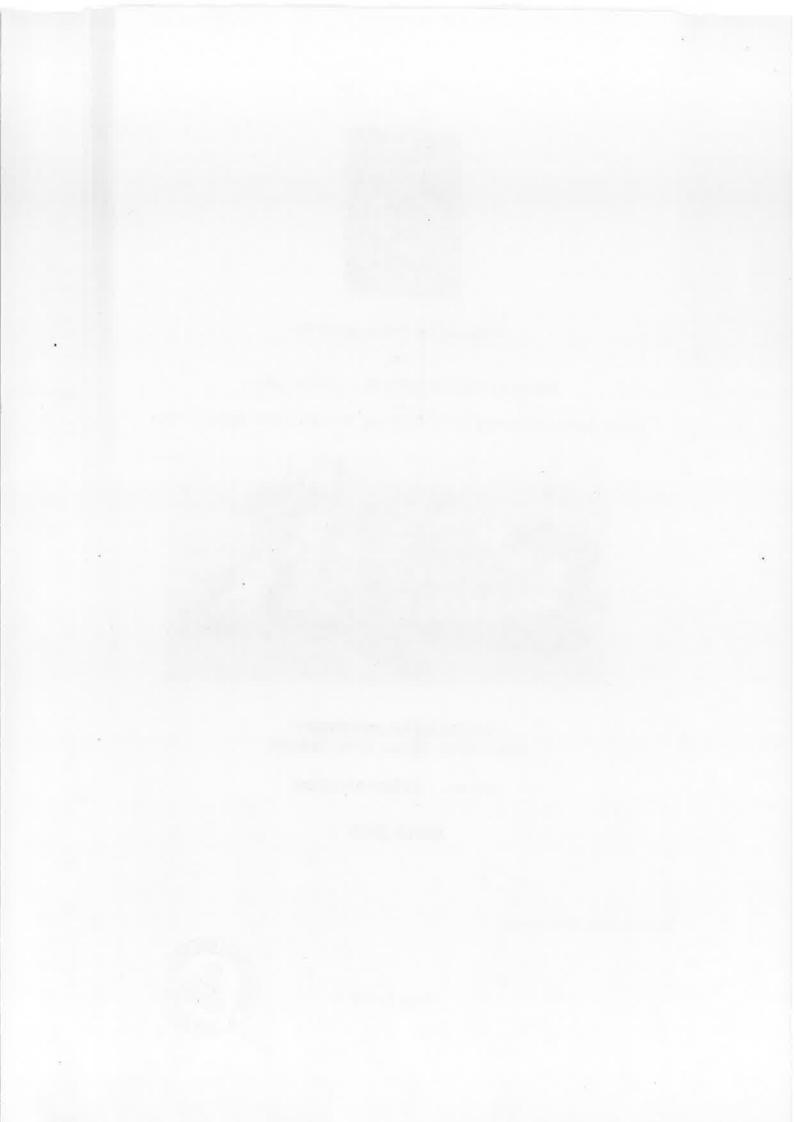
Rajpur Raod, Maidan Garhi, Delhi-68

(RFP No.: 42/RFP/SAU/2025)

March 2025

Date of Uploading - 6th March 2025





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Request for Proposal (RFP)

for

Running UNISEX / GENTS / LADIES Salon, at South Asian University (SAU) Campus, Rajpur Road, Maidan Garhi, Delhi 110068.

The Registrar, South Asian University, (SAU), invites sealed proposals on behalf of the **President, SAU**, from the eligible agencies dealing in similar nature of work, for the above cited work, so as to reach his office on or before 24.03.2025 up to 3.00 P.M. For more details, please refer attached terms and conditions along with schedule of items. Copy of this Request for Proposal (RFP) can also be downloaded from SAU website; www.sau.int.

Encl: a) RFP Document (22 pages)

Sd/-South Asian University



Important information for Bidder

Name of work: Running UNISEX / GENTS / LADIES Salon, at South Asian University (SAU), Campus, Rajpur Road, Maidan Garhi, Delhi 110068.

The Registrar, South Asian University, (SAU), invites sealed item rate proposals on behalf of the **President, SAU**, from the eligible agencies dealing in similar nature of work, for the above cited work, according to the requirements as defined in the RFP document.

RFP Reference Number	42/RFP/SAU/2025
Name of Work / Services	To run Unisex/Gents/Ladies salon at SAU Campus, Rajpur Road, Maidan Garhi, Delhi-68.
Last Date of Submission or Proposals	24.03. 2025 (15:00 hrs)
Time and Date of Opening o Proposals	f 24.03. 2025 (15:30 hrs)

Location of the Outlet / Outlet	Residential Blocks (Separate Space for Male and Female)
Area of the Outlet / Outlet	Approx. 240 Sqft
EMD Amount	₹5,000/-
Monthly License Fee	Nominal Fee of Rs. 1100/- Per Month for Each (separate for Ladies and Gents (Subsidized)
Monthly Water Charges	Nominal Fee of Rs. 400/- Per Month for Each (separate for Ladies and Gents (Subsidized)
Electricity Charges	As per actual consumption and as per SAU Rules
Security Deposit	Rs.10,000/- refundable after completion of contract.
Timing of the Outlet / Outlet	07:00 hrs to 21:00 hrs.

Interested parties may view and download the RFP document containing the detailed terms & conditions from the website www.sau.int/RFP

The proposals must be submitted offline in sealed envelope in the Office of the Registrar, 4th Floor, Administration Building, South Asian University Campus, at Rajpur Road, Maidan Garhi, Delihi-110068.



Information to Bidders for submission of RFP

South Asian University is desirous of engaging a Unisex Salon operating agency to run Salon at its Campus premises for period of Five Years on the following terms and conditions:

- 1. SUBMISSION OF BIDS: The proposals must be submitted offline in sealed envelope in the Office of the Registrar, 4th Floor, Administration Building, South Asian University Campus, at Rajpur Road, Maidan Garhi, Delihi-68 on or before 24.03.2025 3.00pm.
- 2. <u>EARNEST MONEY DEPOSIT (EMD)</u>: The bidder has to transfer the Earnest money of Rs. 5,000/- in SAU account through online transfer only. The EMD amount is to be transferred to the SAU account directly as per the bank details below;

Beneficiary Name

: South Asian University

Name of Bank

: State Bank of India

Bank Address

: Old JNU Campus, New Delhi

Beneficiary A/C No.

: 30796569318

IFSC Code/ RTGS No.

: SBIN0001624 MICR Code

110002056

After transferring the EMD, the Proof shall be submitted along with Bid document by the intending bidder up to the specified bid submission date and time, failing which the RFP shall be rejected.

The EMD of the bidder will liable to be forfeited as liquidated damages in the event of any evasion, refusal or delay on his part in signing the agreement.

3. <u>LIST OF DOCUMENTS TO BE SUBMITTED WITH THE PROPOSAL:</u>

• Signed copy of RFP Document and its Corrigendum/Addendum, if any.

Copy of deposit slip of EMD.

- Copy of the requisite Work Experience Certificate/ Photographs Shops/Proof of ownership.
- Copy of Aadhaar, GST Registration Certificate (if available), PAN and ITR of last three financial years.

Copy of Bank Statement of Last One Year.

- Copy of duly filled Rate List of the Items / Services (Annexure-I),
- Copy of any other supporting documents as may be deemed necessary and as is required under any other provision of the bid document and not mentioned herein above.
- Annexure- I, II, III, & IV duly filled with requisite information.
- Financial / Rates filled in Annexure-I in sealed envelope.
- 3.1 Each and every page of the bid must be signed by the bidder himself if the bidder is a proprietorship firm and in case of a partnership firm, by a partner. However, in the case of a partnership firm, there must be an authorization from all the partners to this effect that the person signing the bid as a partner has been authorized to sign the bid document on behalf of all partners.
- 3.2 If the bidder is a Company, there must be a valid authorization from the competent



- authority/ Board resolution, authorizing the person to sign and file the bid on behalf of the Company.
- 3.3 Conditional RFP shall not be accepted.

4. VALIDITY:

- (a) All the Bids must be valid for a period of 90 days from the last date of submission of the RFP for execution of Contract.
- (b) However, the quoted rates should be valid for the initial/ extended period of the Contract from the effective date of the Contract. No request will be considered for price revision during the original Contract period.
- 5. <u>WITHDRAWAL OF BIDS</u>: No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid submission last date and time, if, withdrawn EMD shall be forfeited.

6. ELIGIBILITY CRITERIA

- (a) Must have experience of running similar shop/outlet(s) for not less than three years in a Government/Semi Government/Autonomous body/any reputed organization / Private etc. Interested bidder may apply along with sufficient proof of experience/ability to run the shop/outlet.
- (b) Good Financial health of an individual/firm/company, as the case may be, in terms of working capital, to run the outlet smoothly. Preferences will be given to individual/firm/company with good financial position/ state.
- (c) The bidder must have PAN Number and GST / GSTIN number etc.
- (d) Employees and student's relatives are barred from submitting the bids.
- 7. CRITERIA OF BID EVALUATION: SAU has constituted a committee for evaluation of bids. The process for evaluation will be as below:
 - (i) **Shortlisting of Agencies** After opening of Bid, the suitable agencies shall be shortlisted based on their past experience and achievements.
 - (ii) **Presentation by Shortlisted Firms** The shortlisted agency shall be called for presentation. The committee may inspect the existing establishment of the agency. Committee's evaluation in this regard shall be final and binding.
 - (iii) **Negotiation/ Discussion on quoted Rates:** The firm who successfully clear the presentation round, they will be called for discussion on the quoted rates as they rate should match with the level of hygiene, expertise, experience and prevalent market rates.



Terms and Conditions

- 1. The Salon must be maintained with High standard, Air Conditioned, relaxing ambiance in precise professional way. The workers should have professional experience of working at reputed salon and should hove high moral and ethical standard. Worker should be in proper neat and tidy dress.
- 2. The Work shall be awarded to the successful bidder to operate the aforesaid business on license basis, which shall be run under certain conditions which are stipulated hereinafter and in the terms and conditions of license agreement (Annexure-IV).
- 3. <u>Space:</u> Suitable Space (Separate space for Male and Female Salon approx 10'×12' each together or at separate location) for running Salon Shall be provided by the South Asian University at a nominal license fee. All the equipment, fittings furniture's, interiors etc. shall be installed by the agency at their own cost. Nothing shall be paid by the university.
- 8. <u>Licensee Fee:</u> The successful bidder has to pay a nominal License Fee of Rs.1100/-per month for each salon (Ladies/Gents) within the stipulated time i.e. by 7th day of month.
- **9.** Water Charges: The successful bidder has to pay a nominal water charges of Rs.400/-per month for each salon each salon (Ladies/Gents)within the stipulated time i.e. by 7th day of month.
- 10. <u>Electricity Charges:</u> The successful bidder shall be liable to pay the electricity charges on actual consumption basis to the SAU at the then prevailing rates in SAU along with the payment of monthly License fee. For the purpose, there shall be a meter installed in the outlet by the University. The electricity charges shall however, be subject to revision / change from time to time which shall be payable by the licensee as aforesaid at the then prevailing rates.
- 11. <u>SECURITY DEPOSIT</u> (To be deposited by the successful bidder after award of the RFP): Successful bidder shall have to deposit a security amount of Rs. 10,000/- through online transfer mode in the SAU Account as advance electricity consumption charges, license fee etc.
- 12. The Proposals should be submitted in sealed envelope Cover.
- **13.** The intending bidders are requested to visit the site and inspect the location of Salon.
- **14.** The Shop/ Space shall be handed over to agency as is where basis is.
- **15.** All the equipment, fittings & furniture, interior etc. shall be installed by the agency at their own cost. SAU will not provide anything to the agency.
- **16.** The allotted space shall not be used other than specified.
- 17. The work will be awarded to the bidder finalized by the committee of SAU.



- 18. SAU reserves its right not to accept any proposal/ quotation without assigning any reason.
- **19.** The receipt of the work order should be acknowledged immediately by accepting the duplicate copy.
- **20.** The time allowed to start the salon services is 20 Days from the date of the issue of work order. Filing which, the University reserves the right to cancel the award of work and to charge suitable damages.
- **21.** The collection of payment of salon services provided to the user shall be the responsibility of the agency. University shall not be responsible for payment not made by any students / staff / user etc.
- **22.** Any accident caused due to negligence or during the course of normal work etc., shall be responsibility of the bidder agency. The bidder shall be responsible for all compensation to the staff engaged by him.
- 23. The quality of products used must be genuine and originals of reputed make.
- **24.** The Agency shall adhere to the rules, regulations and instructions given by SAU from time to time.
- 25. The agency may quote against each item in clear writing.
- **26.** In case of any disputes, differences or objections connected with or arising out of the goods or the meaning or operation of any part of the terms, the matter shall be referred for arbitration to any officer appointed by the President of the University and his/her decision shall be final and binding.
- 27. Bidder to submit this RFP duly signed on each page and by filling best rates for each item.
- 28. University may award single contract for both salon to one agency or separate contract for each salon to different agency at sole discretion of University.

29. CONTRACT DOCUMENT/ LICENSE AGREEMENT:

- (a) The party, whose RFP is accepted, will have to sign a license agreement as given in Annexure-IV within 10 days from the award of the RFP, failing which the EMD and amount deposit will be forfeited and the acceptance of its RFP may be annulled at the discretion of the University.
- (b) Documents to be attached in contract agreement:
 - 1. Contract Agreement on stamp paper
 - 2. Complete RFP document duly signed by the agency,
 - 3. Documents submitted by the agency
 - 4. Annexure-I (Rate List of the Items / Services), letter containing offer of award of RFP issued by the University to the successful bidder and acceptance of the terms and conditions of thereon shall be the integral part of the license agreement of the contract.
- (c) The bidder whose bid is accepted, shall submit a 100/- non- judicial stamp paper at its own cost to the SAU for preparing the contract agreement to be signed by the both the parties. Any other obligatory expenses for signing the agreement shall be borne by the licensee.



South Asian University

LIST OF SERVICES TO BE GIVEN IN THE SALON)

(The prices to be quoted should be inclusive of GST & other applicable taxes)

Services of Men's Salon and its rates

Name of Service	Quoted Price (Rs.)	Name of Service	Quoted Price(Rs.)
Hair Cut		Gold Bleach	
Adv. Hair Cut		Fruit Facial (Herbal Tree & Natures)	
Shave (Branded Foam)		Fruit Facial (VLCC)	
Shave (Any shape)		Gold Facial (VLCC)	
Beard Trimming		Gold Facial (Natures, Herbal Tree & Aroma)	
Head Massage (Coconut Oil)		Regular Cleanup	
Head Massage (Olive Oil)		Lotus Cleanup	
Threading		Manicure regular	13.1
Global Hair Color		Hand Spa	
Root Touch-up		Pedicure regular	
Streaking		Foot Spa	
Hair Spa		Foot Massage (Oil)	
Oxy Bleach			
Fruit Bleach			



Services for Ladies Salon/ ladies beauty Parlour and its rates

Name of Service	Quoted Price (Rs.)	Name of Service	Quoted Price (Rs.)
Threading		Waxing	
Forehead		Underarm	
Upper lips		Full Arm	
Chin		Half Leg /Full Leg	
Eyebrow		Full Body Wax	
Cutting		Chocolate Waxing	
Trimming		Underarm	
U-shape		Full Arm	
Leaser Cutting		Half Leg /Full Leg	
Three steps		Full Body	
Layers Cutting		RICA Waxing	
Leaser with step		Underarm	
Facial & Skin Care		Full Arm	
Fruit Facial		Half Leg /Full Leg	
Pearl Facial		Full Body	
Papaya Facial		Bleaching	
Diamond Facial		Back scrub	
Gold Facial		Oxy Bleach	
Silver Facial	(alica)	Fruit Bleach	
Facial Vitamin D		Gold Bleach	
D Tan Facial		Full hand Bleach	
O3 Facial		Half leg bleach	
Lotus Facial			
VLCC Facial			
Face pealing		Manicure	
Skin Lighting	THE STATE OF THE S	French	
		Moon	
Cleanup		Paraffin	
Lotus		Hotstone	
VLCC		American	
		Artificial Nail	
Pedicure		Hair Treatment	
French		Dandruff Control Treatment	
Moon		Hair Spa	
Paraffin		Hair coloring	
Hotstone		Nanomax Hair Treatment	
American		Keratin Hair Treatment	
Artificial Nail		Touch up, Global Color	

If any Salon Offer other services they may attach an additional list of items not included in above list.

- (i) Prices/discounts of all items must be in Indian rupees and must be inclusive of GST and all other taxes.
- (ii) The bidders quoting arbitrary rates for menu items may be disqualified by the evaluation committee.

DETAILS OF THE BIDDER:

IN CASE THE BIDDER IS A FIRM		IN CASE THE BIDDER IS AN INDIVIDUAL	
PAN No		PAN No	
GST Registration Certificate/No		GST registration of the last work	
Not applicable		Aadhar No	
Bank statement for the last one year of the registered firm's Account.		Bank statement for the last one year of the Individuals account: uploaded Yes/No	
Firm Registration No		Not required	
EPF registration No		EPF registration No	
ESIC Registration No		ESIC Registration No	
No of years of experience		No of years of experience	
Whether worked in Government / semi- government / autonomous body and reputed University: Yes/No		Whether worked in Government / semi- government / autonomous body and reputed University Yes/No	
Name of the Government / semi-government / autonomous body & University where last worked / currently working.			
University / Organization Name	Years of experie nce	University / Organization Name Years of experie nce	
1.	* 	1.	
2.	747	2.	
3.		3.	
4.		4.	
5.		5.	
Annual turnover during the follow years		financial years	
1. 2023-2024: ₹; Income tax p		2023-2024: ₹; Income tax paid: ₹	
2. 2022-2023: ₹; Income tax ¡		2022-2023: ₹; Income tax paid: ₹	
3. 2021-2022: ₹;Income tax	oaid: ₹	2021-2022: ₹;Income tax paid: ₹	

Note: Requisite document in support of the above may be submitted along with RFP document. during submission of the bid.



RFP ACCEPTANCE LETTER

(To be given by the bidder on Company Letter Head)

To,

The Registrar, South Asian University Rajpur Road, Maidan Garhi, New Delhi-68.

Subject: Acceptance of Terms & Conditions of the RFP.

RFP No. 42/RFP/SAU/42.

Name of Work: Running UNISEX / Gents/Ladies SALON, at South Asian University (SAU),

Campus, Rajpur Road, Maidan Garhi, Delhi 110068.

Dear Sir.

- 1. I/We have obtained the RFP document(s) along with draft license agreement for the above mentioned RFP/Work/Services from the SAU/ web site(s).as per your advertisement notice, given in the above mentioned website(s).
- 2. I / We hereby certify that I / we have read the entire terms and conditions of the RFP documents (including all documents like annexure(s), schedule(s), draft license agreement etc.), which form part of the contract / license agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- 3. The corrigendum(s) issued from time to time by your department / organization too have also been taken into consideration, while submitting this RFP acceptance letter.
- 4. I / We hereby unconditionally accept the RFP terms and conditions of above mentioned RFP document(s) / corrigendum(s) in its totality / entirety.
- 5. I / We do hereby declare that our firm has not been blacklisted / debarred / terminated / banned by any Govt. Department / Public Sector Undertaking.
- 6. I / We certify that all information furnished by me / our firm is true & correct and in the event that the information is found to be incorrect / untrue or found violated, then your department / organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully, (Signature of the Bidder, with Official Seal)



DRAFT LICENSE AGREEMENT

THIS LICENSE AGREEMENT IS MADE ON THIS THEDAY OF	2025.
DETWEEN	

BETWEEN

South Asian University (SAU) (An International University established by the SAARC nations) having its campus at Rajpur Road, Maidan Garhi, Delhi -68 (hereinafter referred to as the "SAU" or "University" or "Licensor"), through its authorized signatory, which term shall unless it be repugnant to the context or meaning thereof, means and includes its successor and assigns, of the FIRST PART.

		AND			
Sh	, S/o	Residence at			
(hereinafter	referred to as the	"Licensee"), which expression unless re	epugnant	to	the
context and	or meaning thereo	of, includes its successors and permitted	assigns,	of	the
SECOND PA	ART.				

Whereas, the Licensor, an University of international importance declared as such under provisions of law for providing higher education and research in various branches of science, engineering and technology, has constructed a number of buildings on its campus, all of which are covered under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971, to carry out its aims and objectives.

And whereas, the University has earmarked a space for Salon (separate for male and female salon) at Campus which is run to provide salon facilities to the campus community.

And whereas, the Licensor is the absolute owner in possession of the said Premises located on its campus.

And whereas, the Licensor has decided to allot the salon space to the willing party having experience and expertise in running such salon and had accordingly invited RFP from such parties, to run the salon in the said premises.

And whereas, after processing all the RFP received in this behalf and interaction with the respective bidders, the bid of the Licensee has amongst all the parties been found to be most suitable.

And whereas, the Licensor has accordingly decided to license out and give on license the Said Premises to the Licensee and the Licensee has agreed to take the said premises on license to establish and run the salon as aforesaid, in the said premises.

And whereas, both the parties are agreeable to the terms and conditions as stipulated in this Deed of License.

Now therefore, this deed of agreement witnesses and the parties hereto agree to the BROAD TERMS AND CONDITIONS OF THE LICENSE AGREEMENT set forth hear as under:



Scope of the Contract:

1. The contract comprises:

- (a) The necessary arrangement of all materials/goods/items/services to the customers or repair and maintenance of goods/materials etc, including provision of all materials/equipment.
- (b) This will also include transportation, cost of materials and labour etc. The licensee shall make his own arrangement for safe storage of materials and accommodation for its staff etc.

Definitions:

- 2. In the License agreement, the following definitions, words and expressions shall have the meaning hereby assigned to them except where the License agreement requires the same otherwise.
- (a) "Committee of SAU" means "Commercial Establishments Monitoring & Management Committee" constituted by the competent authority of SAU.
- (b) "Licensee" means the person or persons, firm or company whose bid has been accepted by the University and includes the Licensee's personal representative, successors and permitted assigns.
- (c) "Registrar" means the Registrar of the South Asian University (SAU).
- (d) "University means the South Asian University, Delhi through its Registrar or his representative.

Documents Forming the License Agreement:

3.	Complete RFP Documents, the schedule and quantity of prices filled (Annexure I),
	details of bidders (Annexure II), RFP acceptance letter (Annexure III) the financial bid,
	the letter No datedcontaining offer of award of License agreement
	issued by the University to the successful bidder and the acceptance letter dated
	submitted by the successful bidder in this regard, shall be integral part of
	this License agreement.

<u>Duration of the License agreement: (Total upto Five year period)</u>

4. The duration of License agreement will be initially for a period of 03 YEARS w.e.f. signing of contract/ possession of the premise, whichever is earlier. First six months being the probation period and on satisfactory completion of the probation period, the License agreement will automatically be extended for rest of the tenure i.e. next Six months and Two years. Further, the License agreement shall be extended for two more years based on past performance. Under no circumstances shall the License agreement be extended beyond five years (including the probation period).

Recovery of License Fee, Electricity Charges etc. for the Licensed Premises:

5. The Licensee shall be liable to pay the License Fee regularly latest by 7th of each successive calendar month which however, shall be subject to change from time to time at the discretion of the University. At present, the monthly license fee of the Page 14 of 22

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outlet premises will be as enumerated below, for the above duration:

- I. During the 1st year: ₹ 1100/- p.m.
- II. During the 2nd year: ₹1300/- p.m.
- III. During the 3rd year: ₹1700/- p.m.
- IV. During the 4th year: ₹1900/- p.m.
- v. During the 5th year: ₹ 2100/- p.m.
- 6. In case of failure to pay the License Fee, Electricity charges within the stipulated time as aforesaid, the licensee shall be liable to pay a sum of ₹500/- per month over and above the License Fee on cumulative basis towards administrative charges.
- 7. Besides, the licensee shall also be liable to pay the electricity charges on actual consumption basis to the University at the then prevailing rates of SAU along with the payment of monthly License fee. For the purpose, there shall be a meter installed in the outlet by the University. The electricity charges shall however, be subject to revision / change from time to time which shall be payable by the licensee as aforesaid at the then prevailing rates of SAU.
- 8. In case of non-payment of electricity charges in time, the licensee shall be bound to pay a penalty towards belated payment @ 5% per month of actual dues (to be rounded off) over and above the bill. Further, if the dues of electricity consumption remain unpaid for up to three months, the electricity connection shall be disconnected without giving any notice, in this behalf.
- 9. Non-payment of License fee, the electricity charges within time shall be deemed to be a serious breach of the contract and may lead to termination of the contract at the discretion of the University and which shall not be challenge by the licensee under any circumstances, whatsoever.
- 10. The licensee shall use the premises ONLY for which it has been allotted by the University under the contract. The use of the premises for other purposes will lead to the suspension / termination of contract with immediate effect.
- 11. The licensee shall not use the premises for residential purposes or for any other purposes (including vending of any item other than those for which permission has been given) without prior written permission of the University. The licensee shall always use the premises in a prudent and careful manner as if it were his own.

Security Deposit:

- 12. The licensee submitted Security Deposit of ₹10,000/- in the University Account within 15 days of award of work. Security amount shall be refunded to the licensee, without interest, after handing over the vacant possession of the allotted premises to the University by clearing all the dues pertaining to the said shop premises.
- 13. If at any time, due to any reasons as mentioned in the foregoing clauses or otherwise, any short fall is caused to the security deposit money, the licensee shall be liable to make good such short fall within fifteen days of the receipt of notice in this behalf, through digital transfer mode in the University Account.
- 14. In case of, in which under no clause(s) of this contract, the licensee shall have

rendered himself liable to pay compensation amounting to the whole of his Security Deposit, the Competent Authority of SAU shall have the power to adopt the following course as may be deemed by him best suited to the University. To rescind the contract (of which decision, notice in writing to the licensee by him through competent authority, shall be conclusive evidence) in such cases, the security deposit of the licensee shall stand forfeited and be absolutely at the disposal of the University. Besides, for the recovery of any amount in excess of the security money, the University shall be at liberty to adopt such legal recourse, as it may deem appropriate at the time.

15. If the licensee breaches any terms and conditions of the agreement which is deemed to be serious by the University, its security deposit may be forfeited either in part or in full as the University may deem appropriate, at its discretion.

Outlet Timing, Items, Prices, Facilities and Services etc.:

- 16. Timing of the outlet shall be as mentioned on Page-2. Running the outlet beyond this time shall be carried out only with the prior permission of the University.
- 17. The outlet shall operate on all seven days of the week and there shall be no holiday under any circumstances, save with the prior instructions/approval of the University.
- 18. All items mentioned in Annexure-I must be available in the outlet. However, the University through committee of SAU may add or delete any number of items to the Salon either suo-moto or on recommendation of the designated committee. All the orders in this behalf shall be issued by the University.
- 19. The prices in Annexure-I are supposed to remain static during the entire contract period and the contractor shall not be entitled to any compensation due to the fluctuation in the market rates of materials and labour. However, the committee of SAU may at its discretion and in consultation with the contractor can modify the prices of items on yearly basis considering prevalent market rate increase.
- 20. All necessary furniture and other infrastructure, for providing the services in the outlet, shall be arranged, provided and maintained by the Licensee.
- 21. Facility of prevalent Digital Payment method such as BHIM, UPI, Mobile Wallet, Credit / Debit Card, etc. should be made available.
- 22. For the consumers who are not willing to pay in cash, the licensee shall facilitate with a swipe payment machine and shall also provide in the outlet the UPI based payment system. The licensee shall further display its VPA (virtual payment address) or Q-Code on the display board to enable the consumers make the payments via UPI App (BHIM or equivalent).
- 23. The licensee shall maintain a display board on its outlet of suitable size.
- 24. Safety standards should be maintained. List of emergency number should be displayed in a prominent place of the outlet /outlet. First aid measures should also be available in outlet for emergencies.
- 25. Small set of services/items for sale along with the price list should be prominently displayed in legible font. Printed price list should also be available. All items in price list should be made available to the customer.

- 26. The licensee shall have to provide proper and smooth services to the customers to their satisfaction.
- 27. Any loss to the Campus residents with regard to the services provided by the licensee shall be the responsibility of licensee. The University shall be indemnified in this regard and shall not be a part of any legal proceedings thereto.
- 28. All the items prescribed as per the RFP agreement should be made available at all times. Permission for any alteration, addition or deletion in the outlet premises should be obtained from University along with the prices of respective items. Any damage in the outlet premises will be rectified by the licensee at their own cost and risk.

Liability of GST and Other Taxes:

- 29. The licensee shall be absolutely liable for payment of GST to the respective department on items sold in the outlet. The University shall have no liability, whatsoever, in this regard and shall be deemed to be immune and indemnified in all respects.
- 30. The licensee shall also be liable to pay all other taxes, levies and other legal payables that may be applied by the Government, local authorities and other competent forums from time to time.
- 31. The licensee shall not tamper with the trees, plants, shrubs hedges, lawns and flowers standing or maintained on or around the said outlet or in other places of the campus.
- 32. The licensee shall not make any addition or alteration to the building of the said outlet /premises or tamper with the fittings or electrical installations therein, nor make any unauthorized constructions or extension to the electricity or water supply lines, without the specific written permission of the Licensor in this behalf.

Quality, hygiene & cleanliness:

- 33. The contractor shall provide all basis amenities for the Salon including, furniture, racks, mirror, partition etc., and maintain the quality, hygiene and cleanliness in salon services. There shall be no compromise in regard above at salon premises.
- 34. The licensee shall maintain full hygienic conditions in the salon and in keeping the floor, furniture, accessories neat and clean, so as to maintain the standards and aesthetic values in the salon. The licensee shall also have to make his own arrangements for safe storage of materials.
- 35. The premises should be kept well ventilated and well lit. No encroachment is allowed outside the premises.
- 36. Waste disposal should be done as per the University norms. Pest / rodent control should be done on regularly basis to control the harmful insects and rodents.
- 37. Old/stale and expired items (i.e. beyond expiry date) should not be kept in the salon under any circumstances.
- 38. Usage of plastic bags is a strict NO and the same shall not be used any under circumstances, whatsoever.

Directives of University:

- 39. The licensee shall carry out the work in accordance with this contract and to the satisfaction of the university through the committee of SAU, from time to time, issue further instructions, detailed directions and explanations in regard to:
 - (a) The variation or modification in the list of items / service including additions / omission or substitution.
 - (b) The removal from the site of any material thereon by the licensee and the substitution of any other materials thereon.
 - (c) The removal from the work of any person employed there upon in terms of the provision provided hereafter.
 - (d) Inspection of materials and other equipment etc.
 - (e) Maintenance of proper hygienic conditions, cleanliness and neatness pertaining to all aesthetic values.

Deployment of Workmen:

- 40. The licensee shall employ in running the salon only such persons which are careful, skilled, experienced in their trades, dutiful, sober, well-behaved and rules compliant.
- 41. Worker(s) in the outlet shall be deployed after his/her deployment is cleared by the University and for this purpose, the licensee shall provide the details of them in the given format.
- 42. The licensee shall neither employ any child labour nor any worker who is below 18 years of age.
- 43. No female employee shall be allowed to work in the outlet during night i.e. from 9:00 pm to 6.00 am.
- 44. All the workers shall invariably carry their ID Cards (to be provided by the licensee at its own costs) and shall be produced to the security personnel and other University authorities, whenever asked for.
- 45. The bearers for servicing in outlet will have to be provided uniforms by the licensee during the working hours at its own cost and they will be unfailingly required to wear in neat and tidy manner uniforms during working hours.
- 46. The Licensee shall be absolutely responsible for strict adherence of discipline and good conduct by its workers deployed to the outlet.
- 47. The licensee shall be bound to remove any such worker and disallow him/her from entering into the University premises that the University does not deem appropriate to continue within the University premises for administrative or any other reasons.
- 48. The licensee shall have absolute authority in regard to the engagement, disengagement, suspension, termination, retrenchment, dismissal and discharge etc. of its workmen and for all disciplinary actions against them.
- 49. The licensee shall be absolutely liable in regard to any dispute or other matters concerning its workmen which are initiated in any forum or court of law and shall further be liable to meet and discharge all the liabilities that may arise on account of its relationship with its worker from the decisions of any court including all liabilities as are thrust upon by virtue of the provisions of any labour law being in force at the time besides other statutory liabilities.



50. The licensee shall further be liable to make good the loss to the property of the University, if any that may be caused on account of any non-responsible action on the part of its workers, whether deliberate or otherwise.

Compliance of Statutory Obligations and Other Provisions:

- 51. It is understood that a number of enactments and laws would apply to the licensee, which are supposed to be complied by the licensee in letter and spirit and in particular to laws relating to minimum wages to worker, employees compensation and Goods and Service Tax etc.
- 52. The licensee shall ensure that no product shall be sold from the premises which is prohibited to be sold within the premises of an educational University under acy act or law.
- 53. The Licensee shall be liable to make good the losses in financial terms that it may be subjected from time to time on account of any lapse on its part or arising out of statutory liabilities including the dues towards the workers in regard to wages, court awards, compensation which are caused to be paid/borne by the University due to the licensee's failure, as well as the University's license fee, electricity charges and other dues etc. The licensee shall pay all such dues to the University within fifteen days from receipt of the letter issued by the University in this regard, failing which; the same would be recovered/realized from the licensee's security deposit.
- 54. The University shall be absolutely immune and deemed indemnified in all matters, claims, liabilities and legal consequences which relates to compliance of statutory provisions, rules and regulations, orders and directions of Govt. authorities/municipal corporation/courts/forum etc. as well as the provisions of this contract agreement. In case, the University is put to bear any liability for lapses on the part of the licensee or for its illegal actions, the University would have the right to realize from the licensee all dues if those are in financial terms, and on other matters, in appropriate manner as it deems appropriate including adopting legal recourse.
- 55. The licensee would comply with all guidelines/instructions issued by the University including instructions of security authorities concerning the security/safety issues and University discipline.
- 56. The Licensee shall ensure that it and its employees' do not adversely affect the peaceful and congenial atmosphere of the University's premises.

Complaint Mechanism:

- 57. The licensee shall maintain a complaint book in the outlet wherein the consumers may register their complaints. The complaint book shall be produced on demand by university for necessary action.
- 58. The complaints shall be removed or dealt with by the licensee on priority basis on issues that concern the licensee and a compliance report thereon, shall be submitted to the University along with the production of complaint book.
- 59. The licensee shall be liable to be penalized or fined in cases of defaults and negligence on its part or for complaints in the manner provided hereafter at the discretion of the University. Such penalty or fines shall be imposed according to the

- nature of the complaints. The first penalty in such case would be to the tune of \ge 1000/-, \ge 2000/-, the second time and \ge 3000/-, the third time or such higher penalty as deemed fit by the University.
- 60. However if the complaints of identical nature still persist, the University would be at liberty to terminate the contract forthwith without giving any more notices.

Termination of Contract:

- 61. Either party may terminate the contract by giving 30 days' notice to the other party without assigning any reasons, whatsoever. The contract may be terminated in terms of any provisions stipulated elsewhere in the contract.
- 62. In case, the contract is terminated, or it comes to an end by efflux of time, the contractor shall handover the vacant possession of the licensed premises within 15 days of contract coming to an end. Failure to handover the vacant possession of the premises as aforesaid, would render the contract to pay the penal damages to the University @ 50 times of the existing flat rate license fee of the premises shall be charged for the 1st month which shall increase in telescopic method from 2nd month onwards i.e. for 2nd month damages + 10% of rate of damages; for 3rd month damages + 20% of rate of damages. For 4th month damages + 40% of rate of damages and so on, limiting to the maximum 5 times of rates of damages charged during the first month of unauthorized occupation or such higher rate as may be fixed by the University at its absolute discretion from time to time. The penal damages under no circumstances shall be subject to question and it is the specific term of this contract.
- 63. The University shall further be within its absolute rights to enter the premises and assume absolute possession of the premises licensed under this contract from the licensee and the same shall not be subject to challenge. All the goods belonging to the licensee in such circumstances shall be deemed forfeited therefrom and may be sold or put to auction at the discretion of the University. The University may, if it so desires, proceed against the licensee in terms of provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 since the entire premises is governed by the provisions of the said Act in case of non-handing over its possession to the University as aforesaid.

Assignment & Subletting:

- 64. The licensee shall not assign the contract or any part thereof or any benefit or interest thereon or there- under without written consent of the University. The whole of the charge included in the contract shall be executed by the Licensee or his authorized competent representative(s). The licensee shall be responsible for the acts, defaults and neglects of its workmen, fully being deemed as those of the licensee itself.
- 65. If at any time, it is detected that the outlet has been sublet or assigned to any other entity by the licensee, the University would be at liberty to terminate the contract forthwith without giving any time to the licensee and further to take over the possession of the given premises and/or to hand over the same to any other party at



its sole discretion.

- 66. The entire business of the outlet shall be carried out in the name and at the behest of the licensee.
- 67. The licensee or his authorized/competent representative whose intimation would be provided in writing in advance to the University, shall at all times be available in the outlet and the business of the outlet shall not be carried out by any other person/entity under any circumstances.
- 68. In normal course, the licensee or his authorized competent person should be available in the outlet /outlet. However if for any reason, the licensee is not in a position to be available in the outlet consecutively for more than 15 days, a prior permission will have to be obtained from the University, failing which, it will be deemed that licensee has violated an essential condition of the contract and licensee may be dealt with in an appropriate manner for this default which may include adequate penalty at the discretion of the University.

Contract Documents and their Interpretations:

- 69. The original agreement shall remain with the University while a photocopy thereof may be retained by the licensee, if it so wishes.
- 70. The several documents forming the contract are to be taken mutually explanatory to one another and in case of any ambiguities or discrepancies, the interpretations of the same shall be communicated in writing by the University through its competent authority to the licensee along-with the directions, if any, and the same shall be deemed to be final and binding and shall not be open to question in court.

Settlement of Dispute:

- 71. The Parties shall use their best efforts to negotiate and amicably settle any disputes, controversies or claims arising out of, or in connection with this contract or its interpretation.
- 72. If the Parties fail to settle the dispute amicably within thirty (30) Days of commencement of the negotiations, the dispute shall be settled through arbitration. One (1) sole arbitrator shall be appointed by the President, SAU under the Arbitration and Conciliation Act, 1996, who shall have full powers to make final and binding decision. The appointing authority shall be the President, SAU. The place of arbitration shall be at Delhi and the language used in the arbitration proceedings shall be English.

Jurisdiction

All matters and disputes under this contract shall be subject to the clauses of Arbitration.



Details of the Premises:

SI#	Particular	Details	
1	Location	SAU Residential Complex, Rajpur Road, Maidan Garhi, Delhi- 68	
2	Use	Unisex/Ladies/Gents Salon	
3	Area of the Outlet	Around 240 sqft	
4	Activity	Salon	

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS ON THE DAY MONTH AND YEAR MENTIONED HEREIN ABOVE

On behalf of	On behalf of	
M/s	South Asian University	59
***************************************		200
Authorized Signatory Full Name;	Authorized Signatory	
***************************************	Full Name;	
Designation:	Designation:	
Seal:	Seal:	
<u>Witnesses</u>	Witnesses	
Signature:	Name:	
Name:	Address:	
Address:		*
(46) *	*	
Signature:	AUNIDA	



