

NATIONAL COOPERATIVE UNION OF INDIA
3, Siri Institutional Area
August Kranti Marg
New Delhi - 110 016

**EOI: DETAILED TERMS AND CONDITIONS FOR
OPERATION & MAINTENANCE OF NCUI AUDITORIUM & ALLIED SERVICES**

1. To renovate, repair & maintain all facilities (which shall include furniture chairs, table, sofa etc.), fixtures and fittings, minor civil repair and painting etc. in respect of Air-conditioning of Auditorium and Conference Rooms of NCUI. Only requisite maintenance charges shall be borne by the Licensee however after the expiry of license all additions (made by the licensee) shall be the sole property of NCUI (Estimated cost Rs.50,00,000/- Fifty Lakh)
2. To pay charges towards electricity, annual maintenance of lifts, DG Sets, Central A.C., Fire Fighting System, Sound System and other maintenance contracts awarded by NCUI (or as decided by NCUI) on proportionate basis and cost of housekeeping and maintenance separately. (Estimated cost Rs.55,00,000/- p.a. Fifty Five Lakh only)
3. To do liaising for all the statutory licenses from local bodies, Health Authorities, Police, Delhi Fire Service etc.
4. Underwrite to pay progressive license fee through post dated cheques monthly in following manner:

A. 1 st year	=	Rs.1,25,00,000/-	+ GST
B. 2 nd year	=	Rs.1,30,00,000/-	+ GST
C. 3 rd year	=	Rs.1,35,00,000/-	+ GST
5. To pay License Fee on monthly basis, in case of any unreasonable delay, NCUI shall be at liberty to charge interest @ 18% P.A. or less, as deemed fit.
6. Catering: Outside catering shall not be permitted (however cooperatives organizations would be free to take any decision in this regard)
7. Booking: Booking shall be done on "First Come First Serve Basis"(However priority would be given to Cooperative Organizations.

To avoid any inconvenience in booking dates, it may be advised via circular to all concerned cooperatives to book the venue well in advance.
8. To be liable and responsible to make payment of all kinds of wages, salaries, remuneration and other benefits etc. to the persons employed by them without claim or reimbursement of any sort from NCUI.
9. That the licensee shall not carry out any material addition or alternation in the Licensed premises, so as to bring any structural change therein with or without any damage thereto. However, the licensee shall be entitled to carry

out necessary repairs and or renovations to the existing structure in the license premises with prior written approval of the Licensor, at its own costs and expenditures without having any claim against the licensor.

10. That the licensee shall not store any goods not permitted by law including those of hazardous, explosive, flammable or combustible in nature that may cause risk by fire, explosion or goods/material which on account of their weight or nature may cause damage to the licensed premises. The licensee shall be liable or responsible for destruction or damage to the licensed premises.
11. That the electricity charges shall be payable by the licensee on the basis of the actual consumption indicated by the sub meter installed by the NCUI. In the event of any default being committed by the licensee in making payment of any such taxes or fees etc. the licensor shall be entitled to impose a penal interest on delayed payment which will be 12% p.a. besides right to terminate/revoke the license.
12. That the licensee shall handover vacant and peaceful possession of the licensed premises along with all the lands, building, fittings and fixtures to the licensor on expiry/revocation, termination of the license. If the licensee fails to handover the peaceful and vacant possession of the demised premises on expiry or termination/revocation of the license, the licensor has a right to charge damages for illegal use and occupation of the premises @ Rs.10,000/- per day in addition to the regular charges till such time the premises is vacated by the licensee.
13. The Licensee shall be responsible for proper maintenance of all registers, records and accounts so far as these relate to the compliance of any statutory provisions/obligations.
14. The Licensee shall engage fully trained and adequately experienced staffs, who are medically fit and free from any infectious diseases. The Licensee shall get his employees medically examined once in 6 months and obtain fitness/health certificates from the prescribed authorized local body as instructed by NCUI or as per statutory requirements.
15. The Licensee shall keep NCUI indemnified and harmless from and against all personal and third party claims whatsoever arising out of any act, of omission or commission on part of any of the employees of the Licensee, whether committed, omitted or arising within or without the scope of the License, as the case be.
16. Licensee shall not undertake any alternation/addition in the premises provided by NCUI without explicit approval of NCUI.
17. Licensee shall not take out any material/equipment without prior written approval by NCUI or its authorized representative. Even in case of taking out any equipment for repairs, whether belonging to the Licensee, prior approval from NCUI or its authorized representative would be necessary.

General Terms in respect of Expression of Interest (EOI)

1. That NCUI shall provide exclusive License for booking of Auditorium and Conference Rooms of National Cooperative Union of Indi (NCUI), 3, Siri Institutional Area, August Kranti Marg, New Delhi – 110 016.
2. The license would be for a period of 3 years from date of making the Auditorium and Conference halls fully operational. After the expiry of the period of license on termination of license, the Licensee should immediately hand over the vacant possession of the premises to NCUI, failing which Licensee will be treated as a trespasser and will also be liable to pay damages @ Rs.10,000/- per day in addition to the usual charges.
3. The License shall be in force for the period stipulated in the license and or expiry thereof it shall be deemed to have been terminated (ipso facto) automatically unless otherwise intimated in writing. Further, the Licensee shall not have a right, either contractual or equitable, to demand any fresh license for another term or to continue the same in preference to any other intending agency.
4. Notwithstanding anything contained in other clauses of the bid document, if at any point of time during the period of the license is, it is observed that the services are not being run properly by the licensee or there is any breach of the terms and conditions of license, the NCUI will assess the position and if it is of the view that the Licensee is violating the terms and conditions of the license or not in a position to run the services strictly as per terms and conditions of license, NCUI shall be at liberty to terminate the license by given a notice period of maximum 30 days to the Licensee.
5. That the agreement can be terminated by either party by giving 30 days notice without assigning any reason. However, no such notice from the licensee would be entertained within three months from allotment of fully operational faculties of NCUI to the Licensee.
6. That the courts of Delhi at New Delhi shall have jurisdiction to entertain any application in respect of any proceeding under the license or to entertain any suit in connection with the agreement of license and no other court of any other place shall have jurisdiction to entertain any such application or any suit.

Delivery Commitments from NCUI shall be done on mutually agreed terms.

Dated: 05 July, 2021

NCUI