

Tender Document

Name of Work: FOR LEASE OF VARIOUS SERVICE IN THE UNIVERSITY PREMISES AT DEENBANDHU CHHOTU RAM UNIVERSITY OF SCIENCE & TECHNOLOGY, MURTHAL (SONIPAT)



DEENBANDHU CHHOTU RAM UNIVERSITY OF SCIENCE & TECHNOLOGY, MURTHAL – 131 039 (HARYANA)

Start date of submission of bid	26.02.2021 at 11:00 AM
Pre-bid meeting	02.03.2021 at 3:00 PM
Last Date of Submission of Bid	22.03.2021 upto 5:00 P.M.
Date of Opening of Technical Bid	24.03.2021 at 11:00 A.M.
Opening of Financial Bid	26.03.2021 at 11:00 A.M.

Tender Document Fees: 1000+1180=2180/-

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DEENBANDHU CHHOTU RAM UNIVERSITY OF SCIENCE & TECHNOLOGY, MURTHAL DISTT. SONEPAT (INDIA) – 131039
(Established by State Legislative Act 29 of 2006 & Approved under Section 2 (f) & 12 (B) of U.G.C. Act, 1956) Website: www.dcrustm.org
Advt. No. 07/2021

TENDER NOTICE

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

1. Stationary & Books Shop (Shop No.-7)
2. Documentation Centre Shop (Shop No. -8).
3. General Store Shop (Shop No. 9)
4. Milk Product Shop (Shop No. 10)
5. Fruit & Vegetable Shop (Shop No.-12).
6. General Tailor (Ladies & Gents Repair & New Tailor) Shop No.13

The online tenders submission will start w.e.f 26.02.2021 at 11.00 AM upto 22.03.2021 by 5:00 PM on HYPERLINK "<https://haryanaeprocurement.gov.in>" www.etenders.hry.nic.in. For details visit the University website HYPERLINK "<http://www.dcrustm.org>" www.dcrustm.org. Competent authority of the university have reserve the right to cancel the e-tender without assigning any reason.

REGISTRAR

Notice Inviting Tender

Deenbandhu Chhotu Ram University of Science & Technology, Murthal (Sonapat) invite the online bids from various parties for lease of various services/shops i.e. General Store, Milk Product, Fruit & Vegetable shop, General Tailor (Ladies & Gents) as per the terms and conditions laid down in tender document. Prospective bidders may go through tender document placed on University website www.dcrustm.org /www.etenders.hry.nic.in and may submit their online bids on Haryana Govt. E-portal i.e. www.etenders.hry.nic.in

1. The Bidders shall have to pay for the Tender Documents Fee, EMD Fees & e-Service Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between bidders and online payment authorization networks.
2. The bidders must have Net Banking account in order to pay Tender Document Fee and e-Service Fee.
3. **Payment of Tender Fee:-** The payment for the Tender Document Fee shall be made by the interested bidder online directly through Net Banking with the available Banks at e-GRAS e-Payment Gateway.
4. **Payment of e-Service Fee:-** E-Service Fee payment shall be made separately by the interested bidders/ contractors online directly through Net Banking Account.
5. **Payment of EMD:-** The payment of EMD can be made through Net Banking or RTGS/ NEFT. In this regard please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of Govt. of Haryana at the link: <https://etenders.hry.nic.in>
6. Intending bidders will be mandatorily required to sign-up online (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Tender. In case the intended bidder fails to pay EMD fee under the stipulated time frame, he/she shall not be allowed to submit his/ her bids for the respective event/ Tenders.
7. In case of payment of EMD through RTGS/ NEFT, the interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance i.e. on or before _____ upto 2.00 P.M; and make payment via RTGS/NEFT to the beneficiary account number specified under the online generated challan. The intended bidder/ Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/ Tenders at <https://etenders.hry.nic.in>
8. However, the details of the EMD, Tender document Fee & E – Service Fee are required to be filled/ provided at the time of online Bid Preparation.

Important Note:

1. The Applicants/bidders have to complete 'Application / Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant / bidder failed to complete his / her aforesaid stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as 'Applications / bids not submitted'.
2. Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
3. Applicant/Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.
4. In the first instance, the online payment details of tender document fee, e-Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ Agency who either themselves or through their

representatives choose to be present. The bidder can submit online their bids as per the dates mentioned in the schedule.

The bids shall be submitted online in two separate envelopes:

Envelope 1: Technical Bid

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

Envelope 2: Commercial Bid

The bidders shall quote the prices in price bid format under Commercial Bid.

All the bidders intending to participate in the tender process online are requested to visit on the centralized e - Procurement Portal i.e. www.etenders.hry.nic.in

GENERAL TERMS & CONDITIONS

1. The Applicants/bidders have to complete 'Application / Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant / bidder failed to complete his / her aforesaid stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as 'Applications / bids not submitted'.
2. The Registrar or his authorized officer is not bound to accept the highest tender and reserves the right of accepting or rejecting any Tender without assigning any reason.
3. Every person desirous to participate in the Tender shall have to deposit 20% of the total Lease amount of one year as specified in the Tender Notice, which will be refunded to unsuccessful Tenderer(s) immediately after the decision is taken. The earnest money of the Tenderer whose Tender is finally accepted shall be kept as a part of Security. In case the security amount falls short of 20% of the total lease amount of one year, the Tenderer shall have to deposit such short amount as to make the Security amount to the tune of 20% of the total lease amount for one year and this shortage of security will be made good by the Tenderer concerned, before month of the expiry/termination of lease period after deducting the unpaid amount due as Rent, Fines and other dues etc. on the request of the Lessee without interest accrued on the Security so deposited with the University.
4. The successful Tenderer shall deposit first monthly installment immediately as the first installment and the lease will be only deemed to be given to the highest Tenderer and if its confirmation is conveyed to him in writing by the University. The balance amount of the lease money in equal monthly installments shall be paid by him in the manner here-in-after laid down. Each subsequent installment shall be deposited in advance by the Lessee within seven days of due date.
5. The lease period will be for the contract period of one year unless terminated earlier by the University for violation of any of the terms and conditions of the Lease/Agreement. The Lease Period is extendable for another two years on year to year basis subject to the satisfactory performance of the lessee.
6. The lease will be temporary and the successful Tenderer will have to execute an Agreement Bond before taking possession and he will abide by all the terms and conditions of the lease.
7. The Lessee shall alongwith the agreement as mentioned in clause 6, give Surety of two persons who will execute a Surety Bond to the effect that they shall be responsible to pay the lease amount and other dues outstanding to University in case of default of the Lease Holder.
8. The possession of the **SHOP** shall be given to the Lessee only after he has deposited the full Security and first monthly installment alongwith Agreement Bond, Surety Bond, otherwise his contract will be deemed as cancelled and all money i.e. first monthly installment and security will stand forfeited automatically.
9. If the highest Tender is accepted by the University and the concerned Tenderer is not interested to accept the lease and he does not deposit the installments on due dates, then the security already deposited by him will be forfeited and the lease will be given to the next Tenderer according to the list.
10. The Lessee shall strictly observe and follow all the orders and instructions issued by the University or its officers from time to time. In case of non-compliance of orders

and breach of any of the terms and condition of Agreement, the lease/allotment of shop can be cancelled by the University without assigning any reason and security amount will stand forfeited.

11.
 - a) The Lessee shall make its own arrangements for Electricity meter from Executive Engineer (Construction Division) in the **SHOP** available in Shopping Centre and shall be responsible to pay electricity charges etc.
 - b) The Lessee shall deposit water charges for **SHOP** in Shopping Centre, at the flat rate of Rs. 100/- per month alongwith monthly installment.
 - c) The University reserves the right to review the water charges from time to time and the lessee will have to pay charges at the revised rates.
12. The Registrar will not be responsible for the payment of any bill due against any member of the Staff, employee or public and students etc.
13. If the **SHOP** remains closed for more than 7 days without proper permission, it will be presumed to have been closed down. As such, the fresh tenders will be invited for the **SHOP** and the loss will be recovered from the first Lessee till that **SHOP** is taken over by the second Lessee.
14. During the period of lease, if the **SHOP** is required by the University, the lease can be cancelled and the lessee shall have to vacate the **SHOP** within the time specified in the order. In case of such an eventuality, no compensation except proportionate lease amount for the unexpired period of lease shall be returned.
15. The Lessee shall not transfer or sublet the **SHOP** or any part of the premises leased out to him/her and the lessee shall not make any addition/alteration in existing immovable structure without prior approval of the University. In case the lessee is found to sublet the **SHOP** and/or make addition/alteration in the immovable structure his/her lease will be cancelled immediately.
16. The lessee shall deposit each installment during the prescribed period, failing which interest @ 18% per annum will accrue and a part of one month will be treated as a full month and the same shall be deposited alongwith due installment without any intimation form the University. The date on which the amount due as installment/penalty/interest becomes equal to security deposited by him, the lease will automatically be deemed to have been ceased and the University will be competent to re-tender the same. In addition to this, penalty upto Rs. 50/- per day shall be imposed on late deposit of the installment.
17. Amount of the fine etc. will be deposited by the Lessee within a week of its imposition, failing which he will be liable for interest @ 18% per annum to be paid as per terms of clause 16. In case the Lessee does not pay fine within the specified period and fine with interest exceeds the security amount deposited with the University by the Lessee, his lease will be terminated/cancelled by the University.
18. The University shall be entitled to recover any outstanding dues including penalty/fines, installments and other dues from Security of the lessee or from the Surety as arrears.
19. The highest Tender, if allotted the Tender, shall have to accept it and do the job for the allotted period, failing which the security deposited by him shall be forfeited and he will be debarred from filling the Tender for a period of three years.

20. The Lessee will not be allowed to open the facilities of the **SHOP** to the outsiders. The **SHOP** is solely meant for use by the Residents, Students and staff of the University.
21. The Lessee will not be entitled to raise any objection or claim for any deduction in lease amount or installment in case some other Canteen/shop is constructed in the University Campus or in case there comes in existence any khokha or authorized **SHOP** after or prior to the lease.
22. The **SHOP** entrusted to the Lessee will be utilized for the purpose, it has been allotted and would be kept in perfect sanitary conditions and in order. The premises shall be handed over back to the University after the termination of the lease period in the same condition and with all the fittings, furniture and fixtures etc. as provided by the University or to be provided in due course during the lease period. The lessee shall start the **SHOP** within two weeks of issue of lease, failing which the lease will be deemed to have been cancelled and the security shall be forfeited.
23. The Lessee shall equip the **SHOP** for running the business to the satisfaction of the University authority and shall display the articles in presentable manner.
24.
 - a) The Security deposited by the lessee will be refunded to him after three months of expiry of lease period of the **SHOP** allotted to him. No interest on security shall be given to the lessee. The security shall be refunded after the submission of the clearance certificate from UHBVN.
 - b) Security amount of 20% of the total lease money paid by the Lessee before starting the **SHOP** shall be confiscated with interest in case of breach of any clause mentioned in the terms & conditions of **SHOP** lease.
25. The University reserves the right to cancel even the highest tender without assigning any reason.
26. Only such articles shall be offered for sales which are particularly approved by the University for the **SHOP**. The University may order in writing to prohibit the sale of the articles, which are in contravention of the instructions. The University can impose a fine upto Rs. 500/- on each default.
27. Articles required/sold shall be of the best available quality.
28. The **SHOP** can be inspected at any time by the University.
29. The Lessee shall observe timings of the **SHOP** as fixed by the University.
30. The Lessee shall keep a Complaint Book which shall be made available on counters to the Customers and authorized Officer(s) of the University shall have the right to see all these Complaint Books as and when required.
31. The Lessee should not be permitted to keep any items not included in the Rate List approved by the University.
32. The rates of the articles/items will be reviewed every year by the University.
33. The Lessee will not appoint Child Labour in the **SHOP**, which is not permissible under law.

34. The lessees will not appoint any employee without proper identification/verification.
35. The **SHOP** should remain open during the time as decided and intimated by the University.
36. The Lessee shall undertake to provide satisfactory service to the customers. University or its officers shall have the right to exercise check in any form any time.
37.
 - a) In case of any default, complaint or deterioration of requisite quality of items, the Lessee shall be liable to pay reasonable penalty levied by the University and shall deposit the penal amount as per direction of the University.
 - b) The items shall be sold in the **SHOP** as decided by the University from time to time.
38. In case of any loss or damage to the Customers due to him/her employees negligence, the Lessee shall be responsible to make good the loss to the customer.
39. The Lessee shall not make any addition or alteration in the **SHOP** without the written permission of the University.
40. The verandah in front of the **SHOP** shall not be encroached upon or used for any purpose other than the public passage.
41. The University shall have the right to cancel the lease on the above grounds after giving one month notice and have the **SHOP** vacated at any time, on serving a notice in writing for infringement of the Agreement in part or whole. The University shall have the authority to imposed penalty @ twice of the rent per day upto the period the **SHOP** is vacated.
42. The Lessee shall maintain the University property in good condition and shall make good of any loss/damage done to the University property occupied by him.
43.
 - a) The Lessee shall not dump any empty packing, baskets or any material on the roof of the **SHOP** or in the open space outside the premises not allotted to him.
 - b) The Lessee shall not be allowed to sale the items in polythene bags.
44. The lessee shall take every care to keep the premises of the **SHOP** clean and in good condition and he shall also be responsible for the cleanliness of the premises adjoining the **SHOP** leased to him.
45. The Lessee shall be fully responsible for good conduct and character of his employee(s) and employees shall be dressed in proper uniform and ensure that the dress is neat & clean at all times.
46. On cancellation of lease, the **SHOP** shall be vacated by the allottee immediately from the date of issue of notice in writing by the University for ejection. The University shall take immediate possession of the **SHOP** and make alternative arrangements to run the same immediately. If any material or fitting belonging to him are not removed by him immediately as directed by the University, these will become the property of the University.

47. In case the Lessee wants to vacate the **SHOP** before the expiry of the period, he shall have to give one month notice but his security shall be forfeited. In case three month notice is given, his/her security shall be refunded without interest.
48. No General Power of Attorney will be acceptable.
49. Good quality furniture, electrical fitting and fixture etc. will be provided by the Lessee in the **SHOP**.
50. The University shall not be responsible for the damage or theft in **SHOP**, if any.
51. The Lessee shall be responsible for the repair of **SHOP** required, if any, during the lease period.
52. No suit in regard to any matter arising in respect of conditions of this lease shall be instituted in any court except in the Civil Court of Sonapat District.
53. Notwithstanding anything contained in the foregoing clauses and without prejudice to the provision of Penalty/fines mentioned in the aforesaid clauses, the University can cancel the lease any time for the breach of any condition without any notice to the Lessee and the lessee shall have no claim for compensation.
54. The Lessee shall have to pay **Service Tax** as applicable from time to time.
55. The lessee shall have to provide the bill contains GST number to the consumer.
I have read all the above terms and conditions (Sr. No. 1 to 54) carefully and undertake to abide by all the terms and conditions and rules and regulations of the lease.

Signature of the Tenderer _____

Name of the Tenderer _____

Son/Daughter/wife of _____

Address _____

Dated: _____ Contact No _____

TENDER FORM

**TO LEASE OUT VARIOUS SHOP IN SHOPPING COMPLEX OF DEENBANDHU
CHHOTU RAM UNIVERSITY OF SCIENCE & TECHNOLOGY, MURTHAL
(SONEPAT) FOR ONE YEAR.**

1. Name of the Shop to be taken on lease out of the following
: (i) Books, Stationery & Gifts **Shop No. 7**
(ii)(Photostat, Lamination & Binding **Shop No. 8**
(iii) General Store **Shop No. - 09**
(iv) Milk Products etc. **Shop No. 10**
(v) Fruit & Vegetable Shop **Shop No. – 12**
(vi) General Tailor **Shop No. - 13**
(Ladies & Gents Repair & New Tailor)

(to be filled in block letters) _____

2. Quoted monthly lease amount : Rs.
3. Experience, if any in the :
relevant business/trade
4. Earnest money deposited : Rs. 10000/- Vide.....
details
5. If I/We am/are successful tenderer, I/We undertake-
- (a) to deposit the security @ 20% of the total lease Amount (annually) quoted against Sr. No. 2 above i.e. Rs. _____ before the contract is offered to me/us.
- (b) to abide by all the rules & regulations as mentioned in the attached terms & conditions of the lease, and
- (c) to deposit all the dues within the stipulated period.

Signature of Tenderer (s) with seal, if any

Full Address: - _____

Phone No. _____

Date:

Place:

For office Use

- | | | |
|-----|--|--------|
| (1) | Whether the tenderer (s) has deposited the required earnest money i.e. 20% of the total Lease amount for one year. | Yes/No |
| (2) | Whether the tenderer has quoted the lease amount for the lease period of one year. | Yes/No |

Chairman of the Tender
Opening Committee