

## Tender form for Running of Grocery Store in Shop No. 3.

Earnest Money Rs. 25000/-

DD. NO.....

Cost of tender document Rs. 1180

DD No. ....

Name of tenderer.....

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### Terms and conditions for Running Grocery Store in Shop No. 3 in the University Campus.

- i. Tender must be submitted in two sealed envelopes separately i.e., the tender form duly signed on every page along with all the required documents in one envelope (**Envelope-A**) and the offer/price bid on the prescribed Performa in the second envelope (**Envelope-B**). Both the envelopes are to be sealed in Master Envelope and the name of tenderer with address should be clearly mentioned on the envelopes. Those who fail to follow this procedure may be disqualified forthwith. The Financial bid will be opened only of those vendors who qualifies the technical evaluations process

#### EARNEST MONEY

- ii. Tender must be accompanied with Earnest Money Deposit (EMD) amounting to **Rs.25,000/- (Twenty Five Thousand only)** in the shape of **D.D in favour of Central University of Haryana, Mahendergarh**. No other format for Earnest Money deposit would be accepted. No interest on the EMD shall be paid.

#### RECEIPT & OPENING OF TENDERS

- iii. Tender should reach in the office of E&GA Branch Room No. 123 First Floor, Administrative Block of the University up to 11.05.2022 before 12:00 noon. Tender document/technical bid shall be opened on 11.05.2022 at 2.00 p.m. In case, the last date of receipt of tenders happens to be a holiday, the tenders will be received on the next working day up to the same time.

#### PRE-QUALIFICATION DOCUMENTS

- iv. Earnest money/Security Deposit and pre-qualification documents etc., already deposited with the CUH in connection with other case/tender shall not be considered.

- v. The following pre-qualification documents are to be submitted along with the tender form in a separate envelope from the envelope containing the commercial bid. However, the tenders received without any of the following documents, may render the tender invalid and the commercial bid would not be opened: -

- a) The applicant must be resident of India and one of the following documents (duly attested) mentioned will be submitted as a proof of residence namely: -

(i) Passport

(ii) Ration Card

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- (iii) Driving Licence
  - (iv) Water/electricity bill (Latest)
  - (v) Voter Identity Card
  - (vi) Telephone Bill. (BSNL.L.L Latest)
  - (vii) Smart Card
  - (viii) Adhar Card
- b) Self-attested photocopy of the Ownership Document, in case of firm a Partnership Deed and Registration Certificate under Companies Act along with memorandum of association etc. as the case may be.
- c) An affidavit to the effect that the applicant/firm either himself/herself or through any partner/Close relation i.e., son/daughter/father/mother does not already have a concurrent licence from the CUH for running the trade mentioned in this tender.
- d) In case of firm/company, self-Attested photocopy of authority to negotiate and sign tender and licence deed on behalf of the firm/company.
- e) Affidavit to the effect that the firm/individual is not blacklisted by Govt. Organization and that no criminal case or any economic offence is pending under any Court of Law/Registered with Police (**Annexure-A**).
- g) Existing contractors of Mess, Canteen, Grocery/General store, Fruit, vegetable and juice corner, Stationary/Photocopier/Printer & typing facility, Laundry/Dry cleaner, Barber shops should submit no dues certificate issued by the University with the tender form in case willing to participate in the Tender. Without no dues certificate tender will be rejected.

**IMPORTANT NOTE: -**

- (i) This tender form cannot be sold / transferred to anybody who has not purchased the form.
- (ii) Only original purchaser of the form has right to bid. No bid can be made on behalf of the purchaser.
- (iii) The person who gives his tender to other person shall be debarred for next two years from dealing with the CUH.
- (iv) Price bid once submitted with tender cannot be revised (unless or otherwise negotiated after opening of tender/bid).
- (v) The person who backs out after bidding will be debarred for next three years from dealing with the CUH. His / her earnest money shall also be forfeited.
- vi. If more than one tender is received from one / single firm or its partners or director of the company the tender with the highest bid from the said firm will be entertained.
- vii. Vice Chancellor, CUH, reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever and without any prior notice to the tenderers whatsoever.
- viii. Licence fee should be mentioned both in figures as well as in words, wherever required.
- ix. The authorised representatives of the University shall have right to inspect the Store without any notice and can seal the Shop in case of violation of terms & conditions.
- x. The decision of the Vice-Chancellor with regard to any matter pertaining to running of Grocery/General/Stationary Store in Shop No. 3 will be final.
- xi. The licensee shall be responsible for proper maintenance of fixtures, furniture, if any given by the University and shall compensate the University for damages or loss occurring during the period of contract.
- xii. The licensee shall be responsible for the quality of any article served in the Store.
- xiii. Price list of items duly framed & signed should be displayed outside the Store.
- xiv. The licensee shall supply to the University the list of the staff working in the store along with their contact numbers and addresses.

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- xv. No employee of the licensee, employed in the Store, should be suffering from any Infectious disease.
- xvi. The service staff will have to wear proper uniform and the licensee shall be responsible for their good conduct and behavior.
- xvii. The licensee shall not sublet the Store during the period of Allotment.
- xviii The Licensee shall be bound to keep the premises neat, clean and tidy at all the time.
- xix Store premises and storage units may be inspected by the Committee constituted by the competent authority of the University at any time for checking hygiene, cleanliness and quality.
- xx The performance security deposited by the Contractor according to the terms of Contract shall be refunded only after the expiry of the contract and no interest shall be paid on the same.
- xxi The University will not be responsible for any type of compensation, if any labour is injured while on duty.
- xxii In case of failure or breach of any term and condition of the contract, the University shall have the right to-
  - (a) Lock the premises and
  - (b) Forfeit the security/or any other dues.(Decision of the competent authority shall be final)
- xxiii The contractor has to maintain attendance register for his worker. Also their credential must be verified by the police.

#### **DOCUMENTS/PAYMENTS TO BE SUBMITTED BY SUCCESSFUL TENDERER (S)**

1. (i). Documents/Payments are to be submitted / deposited by the successful bidder within 7 days from the issue of licence memo or before taking over the possession of the premises whichever is earlier. **The possession of the premises will be given only after the submission of the following documents/payments:**
  - (a) Licence Deed on Non-Judicial Stamp Papers Worth Rs.10/-
  - (b) Licensee should deposit the Police verification Report receipt within 15 days of taking over the possession and must deposit the Police Verification Report within 3 months from the issue of the allotment letter.
  - (d) Licensee should deposit the performance security amounting to Rs. 50000/- (Fifty thousand Rupees) in the shape of DD in Favour of Central University of Haryana valid for one year and six month. No interest on performance security shall be paid.
2. The period of Tender shall initially be for a period of one year (subject to satisfactory services) and can be extended further on mutual consent of both the parties.

#### **POSSESSION OF THE PREMISES**

3. Failure to occupy the premises within **10 days** of issue of acceptance/licence letter may result in forfeiture of earnest money and cancellation of licence. In case the licensee, after acceptance of letter of licence of

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the premises, fails to furnish all the required documents and take possession of the said premises within **10 days** from the date of issue of letter of licence, he shall be charged monthly rent and electricity and water charges from such date up to the period/date, alternative arrangements for running the said premises are made by the University.

4. The licence will be allotted for one year which is awardable in order of highest bid. In case the first highest bidder backs out and fails to take possession of the premises he/she will be debarred for three years and the earnest money shall be forfeited and the next two tenderer(s) in order of licence fee rates/bids may be considered for/offer the license as per direction of the Authority. If, the next two tenderer(s) also back(s) out and fail(s) to take possession of the premises, their earnest money shall also be forfeited, debarred for next two years, the tender may be cancelled and the fresh tender will be floated.
5. The licensee shall use the premises solely for the purpose for which it has been licensed out, and for no other purpose and he shall not part with the premises/sub-let the premises to any one directly or indirectly.

#### **PAYMENT OF LICENCE FEE**

6. The licensee shall pay to the licensor monthly rent in advance and without demand by 7<sup>th</sup> of each month along any other tax/Cess imposed or revised by the competent authority from time to time. The monthly rent for the first month shall be paid within **15 days** from the issue of letter/memo. of licensing out of the said space and before taking possession. In case of failure to pay, licence is liable to be withdrawn. The licensee shall pay interest @18% p.a. on licence fee due from him, if he/she does not pay the same on due date, but will not be permitted to do so beyond one month and thereafter his licence is liable to be cancelled and the security forfeited.

#### **PAYMENT OF ELECTRICITY CHARGES**

7. In addition to the licence fee the licensee shall pay the bills of electricity according to the reading of electricity meter to be installed by the University. In case separate electricity meter is not installed, the licensee shall pay the charges of electricity at flat rates as fixed by the University authorities from time to time. The licensee will pay the electricity bills raised by the University within 10 days from the issue of bill failing which the electricity supply will be disconnected without any intimation and the arrears if any will be adjusted from the amount of security deposit.
8. The licensee will deposit the amount of performance security in shape of crossed Bank Draft (of any scheduled bank at Mahendergarh), in favour of Central University of Haryana.
9. The performance security or remainder thereof, if not forfeited shall be refunded to the licensee after the expiry of the license, after the vacation of the premises by the licensee and after adjusting dues, if any.

#### **LICENCE DEED**

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10. The licensee shall execute necessary licence deed specifying the terms and conditions as mentioned herein, on the Non-judicial stamp papers worth Rs.10/- at his own cost, within **15 days** from the issue of licence memo, along with other documents/payments.

#### **SPECIFIC CONDITION**

11. The licensee will not keep anything such as table/chair, display counter, equipment or empty boxes etc. outside the shop/space allotted, failing which necessary action will be initiated.

#### **MAINTENANCE OF THE PREMISES**

12. (a) The licensee shall keep the premises in a clean sanitary and tenable condition and shall pay for the cost of making good any damage there to or to adjacent premises, caused by negligence or misuse of premises by the licensee or before taking over possession whichever is earlier and shall indemnify the licensor against any loss/damage/additions/alterations to the premises.
- (b) The licensee shall not store empty packing cases or baskets or any goods or any other material on the open space around the premises or any other place from where such goods or material may be visible from outside. The area in front of the said premises shall not be encroached upon and used or allowed to be encroached upon or used for any purpose other than the public passage. The licensee shall not make any addition or alternation in or around the premises without the written consent of the Vice Chancellor, CUH.
- (c) The licensee would provide dust free, mosquito/fly free environment. The conditions, which increase the infection, shall not be allowed. The licensor reserves the right to issue directions from time to time for proper sanitation and cleanliness of the premises. These will have to be followed by the licensee.
- (d) In case of failure to implement the directions regarding condition and sale of the products and maintenance of the premises, ***a fine to be imposed upon the licensee for 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> violations respectively by the Committee (constituted by Vice Chancellor)***. The tender is also liable to be terminated by the Vice Chancellor, CUH.
- The decision of the Vice Chancellor, CUH, in this case shall be final and binding.
- (e) The penalty fine so imposed for violation must be deposited within stipulated period failing interest @12% will be charged.

13. The licensee shall ensure promptness of service at the counter and shall appoint necessary staff for the purpose and shall also ensure that there is no mismanagement on his part or his agents and servants. In case of failure, to implement the directions regarding service at the counter, suitable fine may be imposed by the University, and his/her licence is also liable to be terminated by the Vice Chancellor, CUH.

14. The licensee shall pay during the terms of licence all the Central/Local taxes and cess for the time being imposed or assessed on the premises by the competent authority from time to time. The licensee shall pay service tax on the licence fee as notified by the Central Exercise Commissionerate from time to time. The Service Tax should be deposited along with monthly licence fee.

15. (a) No obnoxious trade like Bidi, Cigarette, Pan Masala etc., shall be carried on at the premises. The licensee shall ensure strict 'NO SMOKING' inside the premises.

Signature of Tenderer

(b) Sale/Stock of Bubble Gum/Chewing-gum and spitting is banned in the CUH premises. Hence, the licensee will not stock/sell Bubble Gum/Chewing-gum or toffees with gum ingredients at the shop/site, failing suitable penalty will be imposed.

16. Neither this licensee nor any of the rights conferred by it shall be transferred or assigned to any other person, nor shall premises or any part thereof be sublet directly or indirectly.
17. (a) The licensee shall not employ any child labour(s) in contravention of the LABOUR EMPLOYMENT ACT, 1970.  
(b) The licensee will be fully responsible for implementation of Labour Laws/Shops & Establishment Legislation including minimum wages, ESI, P.F & Workmen Compensation etc.
18. The licensee would be required to make necessary fire safety arrangement in the shop and also install appropriate number of fire extinguishers to ensure safety and security of the public, self and the CUHs property.

#### **VACATION/TERMINATION NOTICE**

19. Notwithstanding anything contained in condition as above, the licensor shall be at liberty to terminate this licence by giving **30 days** clear notice ending with the expiry of that month of licence without assigning any reason whatsoever. However, the licensee may terminate this licence by giving **60 days** clear notice ending with the expiry of the month of licence. In this case he/she will be debarred for participating in the tender process initiated for allotment of the same shop/site subsequent to his/her vacation notice and 50% of the one month licence fee will be charged/deducted from the licensee and the same will deducted from his security deposit (including the cost of re-tendering).

However, the Vice Chancellor, CUH reserves the right to allot the licence to the 2<sup>nd</sup> or 3<sup>rd</sup> highest bidder, in case the initial licensee opts to terminate the licence any time during the period of initial allotment of the licence.

#### **BUSINESS TIMINGS OF THE PREMISES**

20. The timings of the said premises for providing services shall be from **06:00 A.M to 10:00 P.M.** everyday. Non opening of premises without any valid reason is not allowed. The presence of licensee or his persons shall be ensured during the said working hours; otherwise it would be a violation of the terms and conditions calling for termination of licence followed by eviction.

#### **ARBITRATION**

21. Any dispute arising out of this contract at any stage shall be referred to the Vice Chancellor, CUH whose decision shall be final and binding upon both the parties.

#### **VACATION OF THE PREMISES AFTER EXPIRY/REVOCAION OF LICENCE**

22. The licensee shall deliver the vacant possession of the premises to the CUH after the expiry or revocation of the licence. In case, the licensee fails to handover the vacant possession after expiry of licence period, he well be liable to pay Penal Rent equal to 5 times of monthly licence fee after the licence period has expired unless it is extended by the Vice Chancellor, CUH. In case of non-

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deposit of the fine as above, the same is liable to be deducted from the security deposit.

23. The Vice Chancellor, CUH may modify, impose or relax any clause in the terms and conditions.
24. In case of breach of any of the terms and conditions of the licence, the Vice Chancellor, CUH may revoke this licence and forfeit the Performance Security/EMD and the licensee shall thereupon forfeit all the rights hereunder, and shall remain liable for any sum then due, from him and also for any damage or loss which may be caused to the licensor by reason of such default or for making any alternative arrangement for running the said premises.

I/We accept all the terms and conditions mentioned above.

Signature of Tenderer

**EMD detail:**

Demand Draft No.....  
Dated.....  
For Rs.....  
At scheduled Bank.....  
Branch.....

Affix attested  
latest Passport  
Size Photograph  
with date.

**Tender form Payment Detail**

Pay Order/Demand Draft No.....  
Dated.....  
For Rs.....  
At scheduled Bank.....  
Branch.....

**PAN Number**(Enclose attested Photocopy)

**(Signature of tenderer)**  
(Individual/Firm/company/other)  
(Affix stamp except individuals)

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

Name in full (of tenderer) .....Date of Birth.....

Father/Husband's Name.....

**Address for correspondence**.....

Phone No..... Mobile No.....

**Permanent Address** .....

Phone No..... Mobile No .....

**Witness – I**

**Witness – II**

Signature of Tenderer

Signature.....

Signature .....

Name.....

Name .....

Address.....

Address.....

Phone No.....

Phone No .....

Mobile No .....

Mobile No.....

Signature of Tenderer

## **Documents to be placed in Envelope -A (Technical Bid)**

- (a) Residence Proof (Identity Proof)
- (b) Self-attested Photocopy of ownership/partnership deed document in case of firm.
- (c) An affidavit to the effect that the applicant/firm either himself/herself or through any partner/close relation i.e son/daughter/father/mother does not already have a concurrent licence from the Central University of Haryana, Mahendergarh for running the trade mention in the tender form.
- (d) Self-Attested Photocopy of authority to negotiate and sign tender and licence deed on behalf of the firm/company
- (e) Self-Attested Passport Size Photographs pasted on the tender form at last page.
- (f) Affidavit to the effect that the firm/individual is not blacklisted by Govt. Organization and that no criminal case or any economic offence is pending under any Court of Law/Registered with Police **(Annexure-A)**.
- (g) DD on Account of Cost of Tender Form
- (h) DD on Account of Earnest Money
- (i) Tender Form duly signed
- (j) PAN No. (Optional)
- (k) Existing contractors of Mess, Canteen, Grocery/General store, Fruit, vegetable and juice corner, Stationary/Photocopier/Printer & typing facility, Laundry/Dry cleaner, Barber shops should submit no dues certificate issued by the University with the tender form. Without no dues certificate tender will be rejected.

Signature of Tenderer

## Documents to be placed in Envelope-B (Financial Bid)

### 1. Price Bid/offer

### (Annexure-I)

#### Checklist for submission of tender

(This checklist duly filled should be enclosed with the tender from)

**All the documents enclosed with the tender form should be page marked and signed.**

Name of the tenderer:- \_\_\_\_\_

Name of work: - Tender for running Grocery/General/Stationary Store in Shop No. 3.

Sr. No.	Documents	Photocopy enclosed Yes/ No	Page No.
1.	All the pages of tender form are signed (please write Yes/No)		
2.	Earnest money		
3.	Tender Form cost		
4.	Residence Proof duly attested		
5.	Self-attested Photocopy of ownership/partnership deed document in case of firm		
6.	Self-Attested photocopy of authority to negotiate and sign tender and licence deed on behalf of the firm/company		
7.	Self-attested Passport size photographs pasted on the tender form at last page.		
8.	Affidavit to the effect that the firm/individual is not blacklisted by any Govt. Organisation.		
9.	An affidavit to the effect that the applicant /firm either himself/herself or thorough any partner/close relation i.e., son/daughter/father/mother does not already have a concurrent licence from the Central University of Haryana, Mahendergarh for running the trade mention in the tender form.		
10.	PAN Number		
11.	Existing contractors of Mess, Canteen, Grocery/General store, Fruit, vegetable and juice corner, Stationary/Photocopier/Printer & typing facility, Laundry/Dry cleaner, Barber shops should submit no dues certificate issued by the University with the tender form. Without no dues certificate tender will be rejected.		

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12	Any other (please mention)		

Note:

Tender form for running Grocery/General/Stationery Store in Shop No. 3 in University and other documents should be submitted in a separate envelope and should be marked as “A” and written **tender documents for Running Grocery Store in Shop No. 3 . Name of the tenderer should also be written on the envelope.**

Price Bid/Offer should be submitted separately in a sealed envelope and should be marked as envelope “B” **price Bid for Grocery/General/Stationary Store in Shop No. 3.** Name of the tenderer/bidder should also be written on the envelope. **There should be no cutting / overwriting in quoting the price bid.**

Both the envelopes are to be sealed in Master envelope, Name of Tenderer with address, and Name of work should be clearly mentioned on the envelopes.

**Tender form is not transferable**

**Date:-----**

Signature of Tenderer

**ANNEXURE – A (To be placed in Envelope A/Technical Bid)**

**PROFORMA FOR AFFIDAVIT**

**TO BE WRITEN ON NON-JUDICIAL STAMP PAPER OF RS.10/-**

(TO BE ATTESTED BY A MAGISTRATE IST CLASS OR OATH COMMISSIONER)

I, .....S/o.....

R/o..... Police Station.....District.....

Contractor/partner, + or sole propriety (Strike out the work which is not applicable) of (firm on contractor)

- I. I am/my firm/companies is not blacklisted by the Union or State Govt./Organisation.
- II. No individual/firm/companies blacklisted by the Union or State Government or any partner or shareholder thereof, have any connection directly with or has any subsisting interest in business of my firm.
- III. I am or my partners are not involved / convicted in any criminal case/economic offence and no criminal case/economic offence is pending against me or my partner in any court of Law/Registered with police.

Dated.....

Deponent.....

VERIFICATION

I do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and it conceals nothing.

Deponent.....

Signature of Tenderer

**Annexure-I**

**Price Bid/Offer for licensing out Grocery Shop CUH, Mahendergarh.**  
**(TO BE SUBMITTED IN SEPARATE ENVELOPE Marked-B)**

I/We tender monthly rent of Rs.....

(In words Rupees.....).

For running Grocery/General/Stationary Store in Shop No. 3.

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

(Signature of tenderer(S))

Name in full (tenderer).....

Father's /Husband's Name.....

**Address:**

.....

.....

Mobile No.....

Signature of Tenderer